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

OCTOBER 17, 2016 **5:30 P.M.**

AGENDA

A. CALL TO ORDER

B. ADJOURN MEETING AND CONVENE IN EXECUTIVE SESSION

EXECUTIVE SESSION PURSUANT TO F.S. CHAPER 286.011(8)
The purpose of the Executive Session is to discuss settlement options and litigation strategy for pending City actions. The persons attending the meeting will be Mayor Natalie Kahler, Vice Mayor Robert Battista, Council Members Frankie Burnett, Betty Erhard, and William Kemerer; Attorney's for the City of Brooksville, Thomas Hogan, Jr., Debbie Hogan, Clifford A. Taylor, and Jennifer Rey; City Manager T. Jennene Norman-Vacha; and Court Reporter of Carolyn F. Engel & Associates. The meeting is expected to last approximately one-hour.

ADJOURN EXECUTIVE SESSION

RECONVENE COUNICL MEETING 7:00 P.M.

C. INVOCATION AND PLEDGE OF ALLEGIANCE

D. PROCLAMATIONS & CERTIFICATES

1. **Proclamation – Florida City Government Week**
   Proclamation declaring the week of October 16-22, 2016 as "Florida City Government Week" in conjunction with the Florida League of Cities' sponsored annual statewide celebration of municipal government and its contributions to the quality of life of Floridians.

2. **Proclamation – Pastor Appreciation Month**
   Proclamation declaring the month of October as "Pastor Appreciation Month".

E. CITIZEN INPUT

F. CONSENT AGENDA

1. **Reorganization – Utilities Division of the Public Works Department**
   Consideration to approve the reorganization and direct staff to proceed with job descriptions and other necessary administrative actions to effectuate the change.

2. **Surplus of Police Patrol Vehicles**
   Consideration of approval to surplus retired patrol vehicles; proceeds to be used to off-set required new equipment in the replacement vehicles.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	**1)** Memo from Department of Public Works Director dated 10/05/2016; Existing DPW Organization Chart; Proposed DPW Organization Chart. **2)** Memo from Chief of Police dated 10/05/2016

G. REGULAR AGENDA

1. **Resolution No. 2016-13 – Florida Department of Transportation (FDOT) – Annual Veteran's Appreciation Parade Route.**
   Consideration of approval of Resolution supporting the Annual Veterans' Appreciation Parade route and closing of State Road 50/Jefferson Street and U.S. Highway 41/Broad Street on November 5, 2016.

Presentation:	Parks, Recreation & Facilities Director
Recommendation:	Approval of Resolution No. 2016-13 upon roll-call-vote
Attachments:	Memo from City Manager dated 10/13/16, Proposed Resolution, State of Florida Road Closure Application

2. **Florida Blueberry Festival – Ground Lease Agreement**
   Consideration to approve the Ground Lease Agreement between the City of Brooksville and the Florida Blueberry Festival, Inc.

Presentation:	City Attorney & Florida Blueberry Festival, Inc.
Recommendation:	Approval of Ground Lease Agreement between the City of Brooksville and the Florida Blueberry Festival, Inc.
Attachments:	Memo from City Attorney dated 10/13/16; Ground Lease Agreement

3. **Ordinance No. 770-C - Amendment to Police Officers Retirement Trust Fund**
Consideration to agree to the Alternative 1 chosen by the Police Officers, and to approve the First Reading of Ordinance No. 770-C, and to the schedule Second and Final Reading for November 7, 2016.

Presentation:	City Attorney
Recommendation:	Agree to Alternative 1 and Approval of **First Reading** of Ordinance No. 770-C upon Roll-call vote and schedule the Second and Final Reading on 11/07/2016.
Attachments:	Memo from Chief of Police dated 10/01/2016; Ordinance No. 770-C; Letter from Pension Board Attorney.

4. **Personnel Manual – Policy Update**
Consideration to approve City Council requested changes/revisions to the City's Personnel Manual.

Presentation:	City Manager
Recommendation:	Approval and adoption of personnel policy revisions as proposed.
Attachments:	Memo from City Manager dated 10/13/2016; Proposed revisions; Personnel Policy 6.01, II. D

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Lynn Sosa, 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 on line at www.cityofbrooksville.us.

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

City of Brooksville

Proclamation

City Council
AGENDA ITEM: D1
October 17, 2016

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents, administered for and by its citizens; and,

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and,

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and its benefits; and,

WHEREAS, Florida City Government Week is a time to recognize the important role played by city government in our lives; and,

WHEREAS, this week offers opportunities to raise public awareness about the services that cities perform and to educate the public on how city government works; and,

WHEREAS, Florida City Government Week represents a time of outreach to the community encouraging civic participation, as well as conveying to all the citizens of Florida to take part in shaping and influencing government through their civic involvement.

NOW THEREFORE, we the undersigned as City Council for and on behalf of the City Of Brooksville, do hereby proclaim, October 16th through October 22nd

"Florida City Government Week"

And encourage all citizens, city government officials and employees to do everything possible to ensure this week is recognized and celebrated accordingly.

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 17th day of October, 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: D2
October 17, 2016

City of Brooksville

Proclamation

Whereas, the service provided by pastors and their families is unique – they safeguard the spiritual well-being of the members of their congregations and meet needs in their community; and,

Whereas, pastors invest themselves and the majority of their family's lives in the ministry, facing the pressure of sometimes unrealistic expectations to be the "ideal-role model" for their congregation, to be available whenever a member needs assistance, to have all the answers, and to provide counseling, comfort and instruction under intense pressure to communicate truths in a way that brings hope and healing to their listeners; and,

Whereas, because a pastor represents many things to a congregation – leader, spiritual guide, visionary, shepherd, overseer, teacher, and preacher – the month of October is set aside as Pastor Appreciation Month; and,

Whereas, it is appropriate for the Brooksville community to set aside a special time to recognize and affirm the blessings Brooksville area pastors are to their congregations;

Now Therefore, we the undersigned, as City Council for and on behalf of the City Of Brooksville, do hereby proclaim the month of October as

"Pastor Appreciation Month"

and encourage everyone to reach out to his/her spiritual leader with personal expressions of positive affirmation and appreciation.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 17th day of October, 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
CONSENT AGENDA ITEM: F1
October 17, 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: REORGANIZATION-UTILITIES DIVISION OF THE PUBLIC WORKS DEPARTMENT

DATE: OCTOBER 5, 2016

GENERAL SUMMARY/BACKGROUND: With the retirement of Will S. Smith, Utilities Superintendent, staff has reviewed the personnel needs of the Utilities Division. Attached is an organization function chart depicting the staffing needs of the Public Works Department. There are a total of four (4) functional areas within the department. Please refer to Attachment 1. Attachment 2 is proposed chart. The Systems Repair Section will be made into a division of the department with a no salary increase to its Supervisor. This will result in flatter organization.

Currently, the Utilities Superintendent is in charge of the three (3) functional areas within the Utilities Division, i.e., Systems Repair, Wastewater Operations and Water Operations. To gain depth within water and wastewater operations, staff is recommending that instead of filling the Utilities Superintendent position, that two (2) plant operator trainees be created.

(Three (3) of the existing four (4) certified plant operators are anticipating retirement in nine (9) years—two (2) within the next three years). Staff envisions filling the newly created positions from within the Systems Repair Section. This would provide a promotion incentive and a career move within the department. The existing Plant Operator III within the Water and Wastewater Division will provide supervision of the Utility Plant Division with no salary increase.

BUDGET IMPACT: Funding the two (2) water and wastewater operating trainees is available within the Fiscal Year 2017 Utilities Budget. A total of $58,000 was approved for the Utilities Superintendent position. Staff is proposing a per hour salary of $14.00 for the operator trainees for a total of $58,000.

Reviewed by Finance Department: _____

LEGAL REVIEW: The City Council has Home Rule authority pursuant to (Article VIII, 2(b), Florida Constitution, and F.S. §166.011) along with the powers enumerated under section 1.03, 2.14 and 2.15 to consider and adopt budgetary changes to affect employment positions within the City Departments.

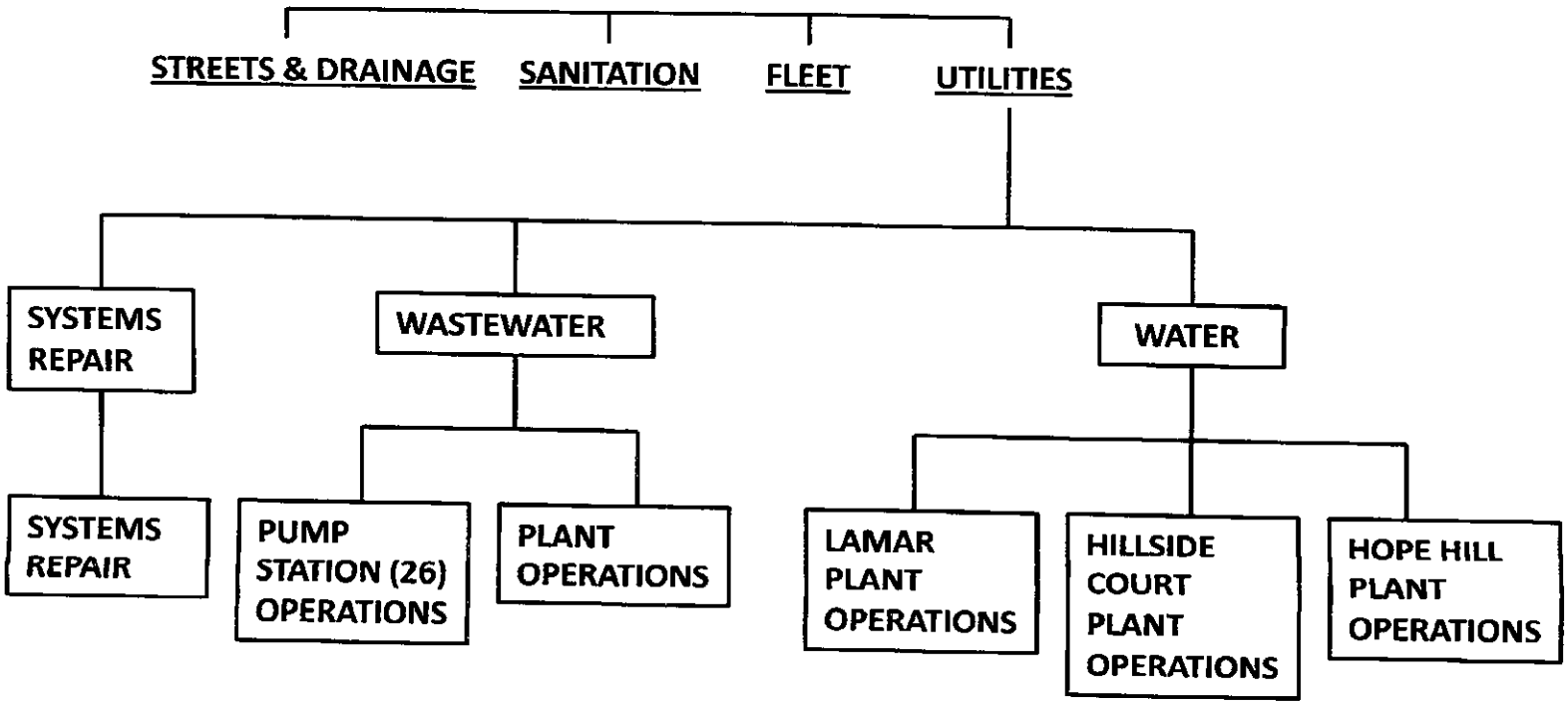
Reviewed by City Attorney: _____

STAFF RECOMMENDATION: Staff recommends that the City Council approve the reorganization and direct staff to proceed with job descriptions and other necessary administrative actions to effectuate the change.

ATTACHMENTS: 1. Existing Organization Chart of the Public Works Department.
2. Proposed Organization Chart of the Public Works Department.

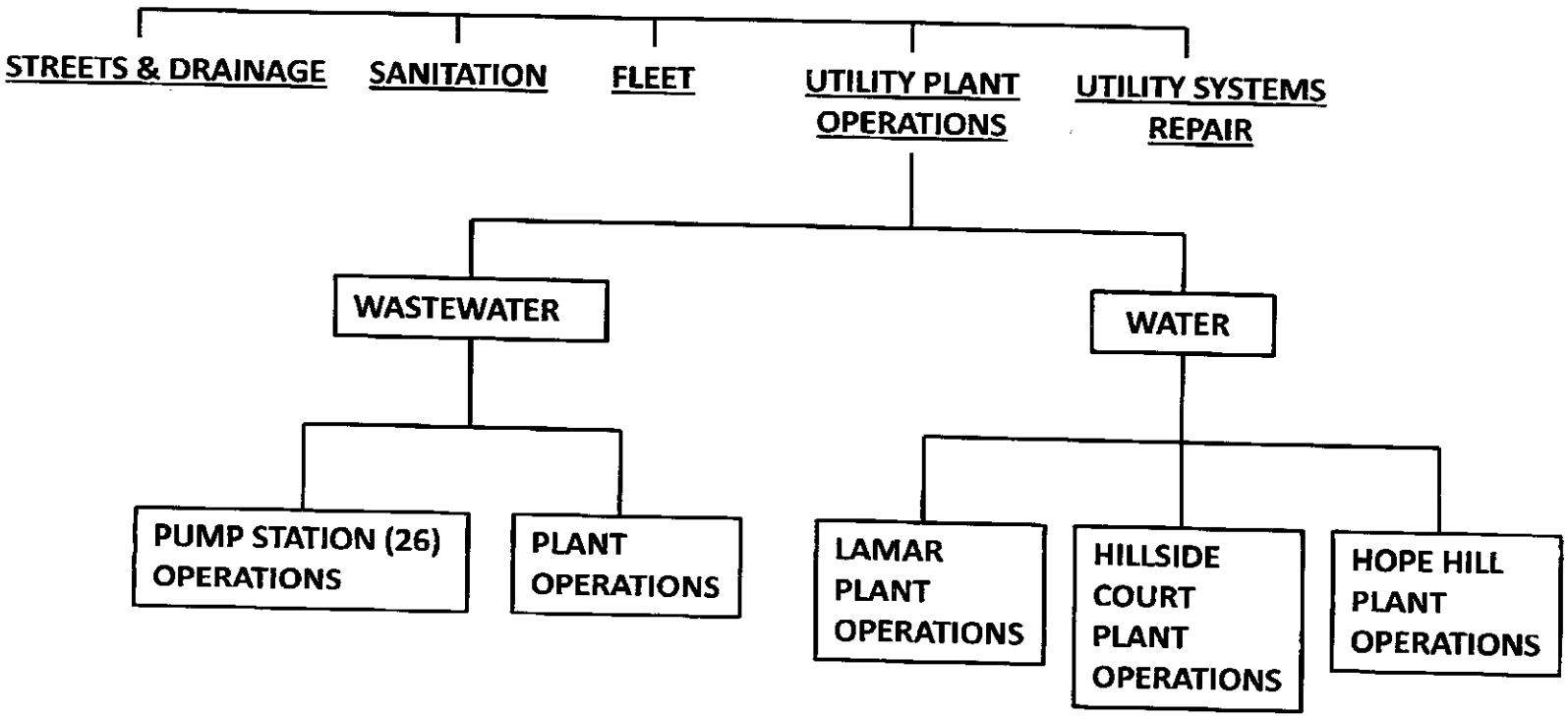
ATTACHMENT 1

Public Works Department - Existing



ATTACHMENT 2

Public Works Department
Reorganization - Proposed



City Council
CONSENT AGENDA ITEM: F2
October 17, 2016

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: CHIEF OF POLICE GEORGE TURNER

SUBJECT: PATROL VEHICLE SURPLUS

DATE: OCTOBER 05 , 2016

GENERAL SUMMARY: Staff is requesting to surplus the retired (2) 2008 Ford Crown Vic's, and (1) 2009 Dodge Charger patrol vehicles. These retired patrol vehicles will be placed on the Atkins Public Auction, as required by law. Proceeds of the sale will be used to offset new patrol car equipment, to include the Apollo In-Car Camera Systems.

BUDGET IMPACT: Proceeds from the auction/sale will be used to off-set the purchase of equipment for the new patrol cars that have been previously approved in 2016/2017 budget and at City Council meeting of October 03, 2016.

Reviewed by Finance Department:

LEGAL REVIEW: City Council has home-rule autho
rity (Art. VIII, 2(b), Fla Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by ordinance. Pursuant to Section 2-304 (a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive biding process provides substantially equivalent guarantees of fairness and competiveness to those of the City.
Pursuant to Fla. Stat. §274.05 Surplus property, City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the county for sale or donation.

Reviewed by City Attorney:

STAFF RECOMMENDATION: Approval of surplus of retired patrol vehicles; proceeds to be used to off-set required new equipment in the replacement vehicles.

City Council
AGENDA ITEM: G1
October 17, 2016

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS, RECREATION & FACILITIES DIRECTOR

SUBJECT: RESOLUTION NO. 2016-13 - FDOT CLOSURE FOR VETERANS APPRECIATION PARADE

DATE: OCTOBER 12, 2016

GENERAL INFORMATION: The 2016 Veterans Appreciation Parade is scheduled for Saturday, November 5, 2016. Line-up begins at 8:30 a.m. at City Hall with the parade from 10:00 – 11:00 a.m. After many years of dedication to our veterans and coordinating this parade, organizer Anna-Liisa Covell has stepped down. The City staff in partnership with Debbie Druzbick and the Enrichment Centers, will plan and produce the Veterans Appreciate Parade this year.

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

Staff will need to submit a permit to the State of Florida FDOT, along with the proposed Resolution, upon approval by Council, for closure of Jefferson and Broad Streets.

BUDGET IMPACT: There is no budget impact associated with approval of this Resolution, outside the street closure and traffic control costs.

Reviewed by Finance Department:

LEGAL IMPACT: Pursuant to Section 74-1 (b) and Section 74-165 (a) of the City's Code of Ordinances, the City Council may authorize street closures and right-of-way use for public events.

Reviewed by City Attorney:

STAFF RECOMMENDATION: Staff recommends Council approval of Resolution No. 2016-13.

ATTACHMENT: 1. Resolution No. 2016-13

RESOLUTION NO 2016-13

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN ORANGE STREET AND MAGNOLIA AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, NOVEMBER 5, 2016; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City of Brooksville is the sponsoring organization for the parade has been approved for a right-of-way closure and use permit.

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

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

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

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

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

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

ADOPTED this 17th day of October, 2016.

CITY OF BROOKSVILLE

ATTEST: _____
Virginia C. Wright, City Clerk

BY: _____
Natalie Kahler, Mayor

VOTE OF CITY COUNCIL

Battista	___
Burnett	___
Erhard	___
Kahler	___
Kemerer	___

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

_____
Thomas S. Hogan, Jr., City Attorney
City Attorney

City Council
AGENDA ITEM: G2
October 17, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: CLIFF TAYLOR, ASSISTANT CITY ATTORNEY

SUBJECT: FLORIDA BLUEBERRY FESTIVAL GROUND LEASE AGREEMENT

DATE: OCTOBER 13, 2016

GENERAL SUMMARY/BACKGROUND: As City Council is aware, the Florida Blueberry Festival is interested in leasing City property at the Bud McKethan Park area and Quarry property. With a long-term lease, the Florida Blueberry Festival wants to make a considerable investment on the property.

The City Attorney's office and City staff members have worked with the Florida Blueberry Festival and their legal counsel to negotiate a ground lease agreement (provided as Attachment 1) that we believe could be beneficial and acceptable to both parties.

Representatives of the Florida Blueberry Festival will be in attendance and will present this item for City Council's consideration.

BUDGET IMPACT: Budget impact for this item would include new revenues that could be realized through the approval of the lease arrangement, as proposed in the Ground Lease Agreement.

Reviewed by Finance Department: _____

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

Reviewed by City Attorney: _____

STAFF RECOMMENDATION: Staff seeks the direction of City Council.

ATTACHMENTS: 1. Ground Lease Agreement

GROUND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between City of Brooksville, a public body existing under the State of Florida ("City" or "Lessor"), having an address of 201 Howell Avenue, Brooksville, FL 34601, and The Florida Blueberry Festival, Inc. ("Tenant"), having an address of P.O. Box 308, Brooksville, FL 34605, Attn: Executive Director of the Florida Blueberry Festival, Inc.

FOR GOOD AND VALUABLE CONSIDERATION, Lessor and Tenant agree as follows:

1. **Premises and Duration**. Lessor hereby grants unto Tenant, a ground lease ("Lease") to use and occupy, subject to the terms and conditions herein set forth, those certain premises (the "Premises") located in Brooksville and described as Parcels 1, 1A, 2, 2A and 4 in Exhibit "A" and is made a part hereof as if set forth in haec verba.

Lessor shall provide necessary easements required by Tenant to cross City property in connection with its intended use which easements include property described as Parcel 3 in Exhibit A. The initial term of this Lease shall be for a term of fifty years, with two (2) twenty (20) year options which approval for the two option periods cannot be unreasonably withheld by the Lessor.

a. Commencement Date. The Commencement Date of this Lease shall be the date on which this Lease is last signed.

b. Due Diligence. Tenant shall, at Tenant's sole expense, conduct all feasibility studies to satisfy itself that the Premises can be developed as contemplated in the June 2016 Letter of Intent and this Lease and is attached as Exhibit "B" and is made a part hereof as if set forth in haec verba.

c. Utilities. Lessor agrees that Tenant may run power, water and telephone lines underground, where feasible, upon the Lessor's property to service the Premises. Tenant shall be responsible for and pay all costs and charges for water, gas, electricity, sewer service, garbage service, telephone service, or any utility used in connection with the Premises. Tenant shall provide a master meter connection maintained by the Tenant and enter into a utility service agreement with Lessor.

d. Non-Interference. Tenant shall not do anything or allow anything to be done, which interferes with the function of Bud McKethan Park facilities, unless Lessor shall separately consent in writing. In addition, Tenant will honor the Construction and Occupancy Agreement for a Special Needs Emergency Shelter at Brooksville Quarry recorded in O.R. Book 2733, Page 1794, public records of Hernando County ("Occupancy Agreement"), until terminated by agreement of The Enrichment Centers, Inc. of Hernando County and shall indemnify the City for any claims related to the Occupancy Agreement.

e. Option. Tenant shall have the option to lease the property described as Parcel 6 in Exhibit A upon written request to Lessor, and provided the property is used to supplement and enhance activities associated with the Coast to Coast Trail, and on terms negotiated between the parties upon exercise of the option.

2. Use and Scheduled Events and Right of First Refusal. The Premises shall be used to hold community events and sub-lease the Premises to other entities for other events as contemplated in the site plan attached to the Letter of Intent as reflected in Exhibit "B". Tenant shall also be permitted to enter into a sublease agreement with the Florida Blueberry Grower's Association, Inc. City shall have the right to hold scheduled events each year on the Premises at a user fee based on direct costs associated with the

clean-up, utility expenses and repair of potentially damaged areas. The dates for City events must be approved by Tenant in advance to avoid conflicts with Tenant's scheduled events. Tenant shall have a right of first refusal to use the Premises for recreation and events and it shall serve as the primary site for the Florida Blueberry Festival and other events throughout the year to attract people into the City of Brooksville. Tenant shall not have the right to assign this Lease without the written consent of City. Assignment consent by the Lessor shall not be unreasonably withheld by Lessor.

3. Rent.

a. Base Rent. Tenant shall pay to Lessor at the address stated above, in advance, without demand and without any set-off, annual rent of $6,000.

b. Taxes. Tenant and subtenants shall pay all applicable Florida Sales and Property Taxes.

c. Payment. Upon commencement of the Term, Tenant shall pay to Lessor without previous demand therefor and without any setoff or deduction whatsoever.

4. Insurance. Tenant shall, at its full cost and expense, procure and continue in force, during the Term of this Lease, including renewal periods, comprehensive general and property liability insurance with contractual liability endorsement relating to the Premises covering any and all claims for injuries to persons or upon Premises. Such insurance shall be in coverage amounts acceptable to City, but in no event less than a single event coverage of One Million and No/100 Dollars ($1,000,000.00) and Three Million and No/100 Dollars ($3,000,000) for any aggregate claim for bodily injury and property damage arising out of any one occurrence. Any insurance policies required hereunder shall name Lessor as an additional insured and shall furnish evidence of such insurance coverage prior to occupancy of the Premises. Any property damage shall include a policy endorsing full replacement cost. Tenant will also provide by written assurances to the Lessor that any required worker compensation coverage for any of its employees or its subcontractors will be in force at all times material to this lease.

5. Indemnity. Tenant shall indemnify, defend and save harmless the Lessor from and against any and all claims and/or liability to the extent resulting from any negligent or willful act or omission of Tenant in connection with Tenant's use or occupancy of the Premises.

6. Leasehold Mortgage and Security Agreement.

a. Lessor hereby grants permission to the Tenant to execute and deliver unto a financial institution a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the Tenant shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the Lessor, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the Tenant purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment, The Lessor agrees that any attempted change, modification, amendment or mutual termination between the Lessor and the Tenant without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the Tenant enter into any Leasehold Mortgage or Security Agreement with a duration longer than the Lease Termination Date of this Agreement. In the event that the Tenant shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the Lessor agrees that if and when the Lessor notifies the **Tenant** of a default or claim of default by the Tenant under this Agreement, Lessor shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the Lessor in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted

to remedy any such default or claimed default specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the Tenant would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The Lessor further agrees that in the event that Tenant pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the Tenant's interest under this Agreement, through foreclosure or otherwise, the Lessor shall recognize said mortgagee, or such purchaser, as the Tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the Lessor, mortgagee or purchaser can reach mutual agreement on any changes to the terms of this Agreement, The Lessor further agrees that in the event that the Tenant shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the Lessor shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the Lessor, which consent the Lessor may withhold for any reason or no reason.

b. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation. Tenant (mortgagor) agrees that if it is in default of any provision of the Leasehold Mortgage and Security Agreement, Tenant and the mortgagee shall give notice to the Lessor of any default within ten days of said default notice. Lessor shall have the right to cure said default.

c. The parties further understand and agree that any requests for the Lessor (City) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the City; and the City reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the City, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

7. **Mowing and Maintenance Obligations of Lessor.** Lessor shall mow and maintain those areas of Open Spaces and Facilities that have been historically cared for by the Lessor on the "Premises" for the Tenant. Lessor shall continue to mow and maintain those areas that are not affected by any construction by the tenant. Any and all Southwest Florida Water Management District maintenance, management reporting requirements of the "Current" retention areas, structures and any improvements to those "Current" areas shall be the sole responsibility of the Lessor.

8. **Maintenance Obligations of Tenant**.

a. **General Obligations.** Tenant shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the Lessor or the Tenant, such maintenance shall be without cost to the Lessor. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in Section 8b. Tenant shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship.

b. **Required Scheduled Maintenance to Premises**. In addition to the Tenant's maintenance obligations included in this Agreement, Tenant further agree to maintain, at a minimum, certain components (singular use shall not limit the Tenant's obligations herein where buildings or the parts thereof exist in the plural) of the Premises as reflected by Exhibit "A" and any amendments thereto according to the following maintenance schedule: (1) Building Exterior. Buildings' exteriors inspected

annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. (2) Landscaping. The landscaping shall be maintained in a manner consistent with good horticultural practices, and free of unsightly conditions. (3) Electrical Service and HVAC. Keep area free of debris and foreign objects at all times. (4) Parking Lots. Clean, sweep, remove oil and debris, repair and stripe, on a routine basis. All maintenance schedules of the Tenant shall be provided to the Lessor on an annual basis or when amended. Copies of all manufacturer warranties, approved building plans, builder warranties shall be provided to the Lessor.

c. **Conditions of Premises at End of Term**. In addition to manufacturer's recommended scheduled maintenance in Section 8b above, the Tenant shall return the premises at the end of the term of this Agreement to the original or improved leasable condition.

d. **Failure to Repair and Maintain Premises**. If the Tenant fails to perform the Tenant's maintenance obligations, the Lessor shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Lessor has first, in any situation not involving an emergency, by written notice to Tenant, afforded the Tenant a period within which to correct the failure of thirty (30) days or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the Lessor. All costs incurred by the Lessor in performing the Tenant's maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the Tenant within 30 days of receipt of billing thereof. Failure of the Tenant to pay within 30 days after receipt of Lessor's notice of delinquency shall be deemed a condition of default. The Lessor retains the right, after giving reasonable advance notice to the Tenant, to enter upon the Land to repair any utilities thereon that serve any areas, including the Tenant's premises. Lessor shall endeavor to use commercial reasonable efforts to minimize interference or disruption to the Tenant's operations.

9. Care of Premises. Tenant shall not perform any acts or carry on any practices which may injure the building or the Premises or be a nuisance and shall keep the Premises clean and free from rubbish and dirt, at all times. Tenant shall not burn any trash or garbage in or about the Premises. Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and in all respects Tenant shall comply with all requirements of law applicable to the Premises.

10. Future Improvements and Alternations by Tenant. Provided Tenant obtains funding, Tenant shall construct improvements substantially in the master site plan attached hereto as Exhibit "C" and is made a part hereof as if set forth in haec verba. In the event any improvement would affect any existing use, such as including but not limited to the current location of the horseshoe pit and/or the tennis courts, Tenant shall be required to seek and get approval from the City Council for such change to any existing use. City shall participate in the funding of water and sewer improvements for the project contemplated in the master site plan if it is determined by the City to be regionally significant. If construction by the Tenant does not begin by June 1, 2018, this Lease shall terminate and be null and void, and all rent money paid by Tenant shall be non-refundable and retained by City.

a. **Written Approval.** Following completion of the construction of the Tenant's Improvements, if any, Tenant shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the Lessor, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the premises and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the Lessor. Within forty-five (45) days after receipt by the Lessor of the Tenant's plans and specifications, the Lessor shall inform the Tenant that the plans are either approved, approved subject to certain stated conditions and changes; or not approved.

b. **Conditions.** If the Tenant's request for approval to make improvements or alterations is permitted pursuant to Section 10a, the following conditions shall apply: (1) Tenant shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and

other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations; (2) Tenant agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of City of Brooksville; (3) Tenant agrees to hire only licensed contractors and subcontractors and to indemnify the Lessor in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; (4) Tenant shall comply with all then current building, permitting and licensing requirements; (5) Tenant covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and (6) Tenant agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the Tenant of its personal property or signs.

11. Default. In the event Tenant shall fail for ten (10) days following receipt of written notice from Lessor to remedy any default in the payment of any sum required to be paid by Tenant under this Lease, or in the event that Tenant shall fail to take reasonable steps to perform any other term, covenant or condition herein after thirty (30) days' written notice from Lessor to do so (provided, however, that if said failure is such that it cannot be cured or corrected within said thirty (30) days, then said failure shall not be a default hereunder so long as Tenant begins curative or corrective action within said thirty (30) day period and diligently pursues such action to completion), then in either such event Lessor may, at Lessor's option, to be exercised in writing, terminate this Lease. Possession of the Premises and all additions and permanent improvements thereof (except as otherwise provided in this Lease) shall be delivered to Lessor within ten (10) days after Tenant receives the written notice that Lessor has exercised such option, and thereupon Lessor shall be entitled to and may take immediate possession of the Premises, any other notice or demand being hereby waived.

If Tenant is declared insolvent or adjudicated bankrupt or if Tenant makes an assignment for the benefit of creditors, or if Tenant's leasehold interest is sold under execution or a trustee in bankruptcy or a receiver is appointed for Tenant, City, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Tenant or any assignee, transferee, trustee or any other person or persons, using force if necessary.

12. No Liens.

a. Tenant shall not permit any construction or materialmen's or other liens to be imposed upon the premises for any labor or material furnished Tenant in connection with work of any character performed on the Leased Property by or at the direction of Tenant. Tenant shall have the right to contest the validity of amount of such lien, provided that the payment of such amount is bonded during the pendency of such contest, but upon the final determination of such contest but upon the final determination of such contest, as appropriate, Tenant shall be responsible for such lien and shall immediately pay any judgment rendered with all proper costs and charged (including reasonable attorney's fees) and shall have the lien released at its own expense. In lieu of bonding, Tenant may obtain other security approved by City in writing.

b. Tenant shall, at Tenant's sole cost and expense, comply with the requirements of any Federal, State, County, municipal or other governmental law or ordinance, and any rule, regulation, requirement and/or directive thereunder pertaining to the environment (hereinafter called an "Environmental Law) with respect to any dangerous or hazardous substances or wastes in and upon the Leased Property placed or discharged by Tenant during the term of any extension of this Lease. Should any Environmental Law require any action to clean up, remove and/or eliminate any spills or discharges by Tenant of dangerous or hazardous substances or wastes in and upon the Leased Property placed or discharged by Tenant during the term or any extension of this Lease, then and in that event, Tenant shall, at Tenant sole cost and expense, take any and all such action required. Tenant shall indemnify, defend and hold harmless City from any and all fines, suits, procedures, claims and actions of any kind arising out of Tenant's failure to provide all information, make all submissions and take all actions required by any Environmental Law.

13. Damage or Destruction of Premises.

a. **Partial Damage**. In the event all or a portion of the Premises are partially damaged by fire, flooding, wind, explosion, implosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the Tenant will make the repairs immediately, at its own cost and expense.

b. **Extensive Damage**. In the event damages as referenced in Section 13a shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the Tenant will make the repairs with due diligence, at its sole expense.

c. **Complete Destruction**. In the event the Premises are completely destroyed by fire, explosion, implosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the Tenant shall fully restore the Premises within twelve (12) months or, pay to the Lessor, the Tenant's insurance payment equal to the replacement value of the Premises prior to the destruction.

14. Environmental.

a. **Hazardous Substances**. The term "Hazardous Substance" means any substance:

1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,

2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U,S.C. § 9601 *et seq.),* the Resource Conservation and Recovery Act (42 U.S.C, § 6901 *et seq.)* and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and **403,** *Fla, Stat.,* and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or

3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

b. **General Conditions: Environmental.** Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the Tenant, the Tenant hereby expressly covenants, warrants and represents to the **Lessor,** in connection with the Tenant's operations on the Premises, the following:

1. Tenant is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the Tenant's operations at the Premises located on premises and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the Tenant agrees to keep informed of any such future changes.

2. Tenant agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the Tenant's operations. Tenant agrees to hold harmless and indemnify the Lessor for any violation by the Tenant of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any noncompliance by the Tenant with any permits issued to the Tenant pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the Tenant, its employees, invitees, suppliers or service providers or the Lessor by reason of the Tenant's violation or non-compliance.

3. Tenant agrees to cooperate with any investigation, audit or inquiry by the Lessor or any governmental agency, regarding possible violation of any environmental law or regulation upon the premises.

4. Tenant agrees that all remedies of the Lessor as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

5. Tenant agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in Section 18.b.2. shall be provided to the Lessor within twenty-four (24) hours of receipt by the Tenant or the Tenant's agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the Tenant fails to rectify within the earlier of the time provided in said notice or thirty (30) days or such other applicable provision herein, shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

6. In entering this Agreement, the Lessor expressly relies on the covenants, representations and warranties of the Tenant as stated herein.

7. The contamination at the Quarry site is limited to shallow soil based on the results of recent soil and groundwater testing. The State is paying for 100% of the assessment and cleanup of the site. The City has opted for a conditional closure, which should ensure that no active remediation (excavation, system installation, etc.) should be required. Lessor acknowledges that it shall remain liable for and remediate all environmental matters related to the land and regarding the contamination.

15. <u>Non Waiver Provision</u>. The failure of Lessor to insist upon performance of any of the terms, conditions and covenants, hereof shall not be deemed to be a waiver of any rights or remedies that Lessor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

16. <u>Material Breaches</u>. Material breaches include but are not limited to any of the covenants set out in the Lease. Tenant shall cure any material breach contained within this lease within thirty (30) days or show good cause that it is making satisfactory good faith efforts to the Lessor of said cure.

17. <u>Termination</u>. The Tenant and Lessor may terminate this lease upon mutual consent. The Tenant may terminate this lease while there are no scheduled organized events and/or any outstanding Lease Mortgage and Security Agreement upon sixty (60) day notice. Further, within the first five (5) years of the lease and Tenant has not secured financing and no scheduled events are pending, the Tenant may also

terminate the lease. The Lessor may terminate the lease upon learning of any material breach of the lease and the Tenant has not cured the breach as defined herein.

18. **Surrender of Premises.** Tenant will deliver up and surrender possession of the Premises to Lessor upon expiration of this Lease, any renewal or extension hereof, or its termination in any way in good order and condition, reasonable wear and tear excepted.

19. **Title Buildings, Fixtures and Improvements.** Notwithstanding anything else to the contrary in this Lease:

a. Any machinery and equipment installed upon, attached, or affixed to the Leased Property by Tenant shall remain the personal property of Tenant and may be removed by the Tenant at the expiration or sooner termination of this Agreement, provided that Tenant must repair any damage to the Leased Property caused by such removal. Tenant agree that Tenant will hold harmless the City against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions or improvements are made. All alterations, additions and improvements permanently attached and made by Tenant, (excepting movable furniture, equipment, supplies and inventory) shall become and remain the property of City on the termination of Tenant's occupancy of the premises.

b. Title to the improvements on the Premises and any repairs, alterations or additions to said improvements shall be vested in and remain in Tenant at all times during the original term of this Lease and any renewal or extension thereof.

20. **Governing Law.** This Lease shall be governed by the laws of the State of Florida. No provision in this lease will alter or modify the sovereign immunity Venue for any action related to this Lease shall be in Hernando County, Florida and any venue in federal court shall be located within the Tampa Division of the Middle District of Florida.

21. **Pre-Litigation.** Before any party initiates litigation to enforce the terms of the lease, the parties shall mediate the issues within thirty (30) days. This provision does not apply to any injunctive relief to preserve the premises, the standing of the parties or to prevent any irreparable harm.

22. **Attorney's Fees.** The prevailing party in any action related to this Agreement shall be entitled to reasonable attorney's fees and costs, including attorney's fees on appeal and in bankruptcy.

23. **Broker.** Lessor and Tenant represent and warrant to each other that they have not engaged or used any real estate brokers in connection with this Lease or the creation of this Tenancy.

24. **Entire and Binding Agreement.** This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement, in writing, signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Lessor and its successors and assigns.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, under seat, as of the day and year first written above. Signed, sealed and delivered in the presence of:

	LESSOR:
ATTEST:	CITY OF BROOKSVILLE, Florida
(Seal)	
By:_____	By: _____
Virginia Wright	Natalie Kahler
as its City Clerk	as its Mayor

00621910

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

By: _____
Thomas S. Hogan, Jr., City Attorney

THE FLORIDA BLUEBERRY FESTIVAL, INC.

WITNESS AS TO TENANT

By: _____

_____
Printed Name

TENANT:

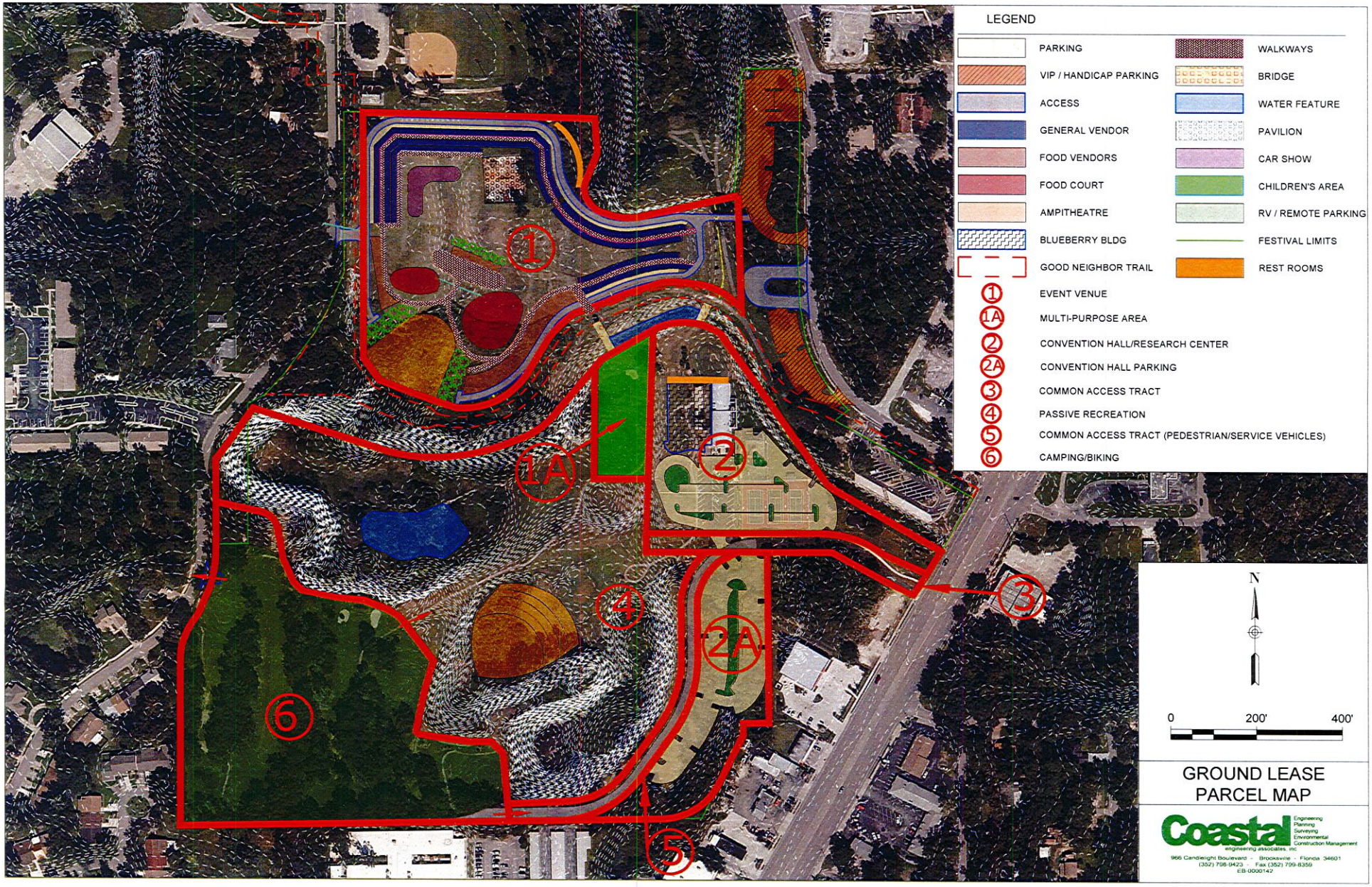
By: _____

_____
Printed Name

Its: _____

Date: _____

00621910



GROUND LEASE
PARCEL MAP

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

City Council
AGENDA ITEM: G3
OCTOBER 17, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: CHIEF OF POLICE GEORGE TURNER

SUBJECT: ORDINANCE NO. 770-C

DATE: OCTOBER 01, 2016

GENERAL SUMMARY: As you may or may not be aware, the Pension Plan receives money on an annual basis from the State of Florida that represents a portion of the casualty insurance premiums of residents of the City of Brooksville. The purpose of these monies is to provide additional pension benefits for the Police Officers.

In March of 1999, Jeb Bush signed into law Chapter 99-1, Florida Statutes that outlined certain criteria and rules about how the State Monies are to be used by the Plan. The Florida Division of Retirement has varied in their interpretation of how to apply the Statute over the years, so on May 22nd of 2015 , Chapter 2015-39, Florida Statutes was signed into law. This legislation declares that if the City and the majority of the Plan Members can agree on how they want to use the State Monies by mutual consent, then that agreement will be the way the Board applies the Statute each year.

There are two alternatives to choose from to comply with Chapter 2015-39:

Alternative 1 is to allow the City to utilize the current Excess State Monies Reserve to aid in funding the plan.

Alternative 2 is the default methodology outlined in the new law, if mutual consent is not agreed upon, which requires that the excess monies be split between the City and the Officers. For further explanation, please see letter by Police Pension Attorney Bonnie Jensen (attached).

The Police Officers in the Brooksville Plan have elected, by formal ballot vote, to Alternative # 1. The current Excess State Monies Reserve ($9,465.29 lump sum) would be utilized to help fund the current plan benefits. FUTURE STATE MONIES - The annual "Frozen" amount going forward will be $198,565.22. The City will be able to use these State Monies that are received each year, up to that amount, to help offset their funding requirements. Any amounts received above that amount would be split in half, with half going to offset the City's funding requirements and half going into the Share Plan for the Police Officers. (Please note that the actual State Monies received in 2016 were $94,043.81. Therefore, it will likely be a very long time before annual State Monies exceed $198,565.22.)

BUDGET IMPACT: Fund 613 will be increased by the amount of the Excess State Money based on the alternative chosen by Council. Alternative 2 will require additional expenses to administer the separate funds once the annual threshold is met.

Reviewed by Finance Department: _____

LEGAL REVIEW: The City Council Has Home Rule authority pursuant to (Article VIII, 2(b), Florida Constitution, and F.S. §166.011) along with the responsibilities assigned to the City Council and City Police Officers as outlined in section 185.35 Florida Statutes.

Reviewed by City Attorney: _____

STAFF RECOMMENDATION: Staff recommends that City Council consider and agree to the Alternative 1 chosen by the Officers, and then approve the First Reading of Ordinance No. 770-C which sets forth this mutual consent; and to the schedule Second and Final Reading for November 7, 2016.

ATTACHMENTS: 1. Ordinance No. 770-C, Chapter 2105-39
2. Pension Board Attorney Bonnie Jensen Letter.

ATTACHMENT 1

ORDINANCE NO. 770-C

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE POLICE OFFICERS RETIREMENT TRUST FUND ADOPTED PURSUANT TO ORDINANCE NO. 770, AS SUBSEQUENTLY AMENDED; AMENDING ARTICLE 6.04, STATE CONTRIBUTIONS; ADOPTING A NEW SECTION 7.08 DEFINED CONTRIBUTION COMPONENT; PROVIDING AUTHORITY TO CODIFY THIS AMENDMENT INTO A RESTATED PLAN DOCUMENT; PROVIDING FOR CONFLICT, REPEAL AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brooksville has an established Retirement Plan and Trust for the Police Officers of the City of Brooksville; and

WHEREAS, Florida Statutes 185.35 was amended to permit the City of Brooksville ("City") and its Police Officer Participants in the Pension Plan ("Police Officers") to mutually consent to the future use of the insurance premium tax dollars paid by the State ("State monies") to the City of Brooksville Police Officers' Pension Fund;

WHEREAS, the City and the Police Officers mutually consent to use the State Monies up to $223,315.56 to offset the City's contributions to the Plan and further to divide equally any State monies received in excess of the $223,315.56;

WHEREAS, the City and the Police Officers mutually consent to place the Police Officer 50% of the excess of State monies into a share account;

WHEREAS, the City and the Police Officer mutually consent to use the City 50% of the excess State monies to offset the City's contribution to the Pension Plan; and

WHEREAS, the City Council desires to amend, clarify and restate the provisions of the Retirement Plan and Trust for the Police Officers of the City of Brooksville as provided for in this Ordinance;

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

SECTION 1. AMENDED PROVISIONS. The City of Brooksville Retirement Plan and Trust for the Police Officers, adopted pursuant to Ordinance No. 770, is hereby amended as follows:

6.02 State Contribution

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding the Plan shall be deposited in the Trust Fund comprising part of this Plan immediately. Contributions must be deposited within five (5) days after receipt by the Employer. **Effective October 1, 2015 for the State Contribution received beginning in calendar year 2016, all State Contributions received up to $223,315.56 annually will be used to offset the Employer Contribution to the Plan. Any funds received in excess of $223,315.56 will be divided equally between the Employer and the Participant. The Employer half will be used to offset the Employer Contribution and the Participant half will be used to fund the Defined Contribution Component created in Section 7.08.**

* * *

7.08 Defined Contribution Component

Pursuant to the requirements of Florida Statutes 185.35(6), a defined contribution plan component is established in addition to the defined benefit component of this local law plan. This defined contribution component is not currently funded. Once the State Contribution exceeds $223,315.56 the plan will be funded. The Board of Trustees has the authority to adopt rules regarding the operation of the defined contribution component of this Plan.

SECTION 2. AMENDED AND RESTATED PLAN. Ordinance No. 770 of the City of Brooksville, as amended by SECTION 1 of this Ordinance, is hereby amended. Authority is hereby given to the Board of Trustees to Restate the Plan to incorporate this amendment into the plan document, "Brooksville Police Pension Fund Pension Plan Document."

SECTION 3. CONFLICT AND REPEALER. All Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any article, section, subsection, sentence, clause or phrase of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate and distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect as provided for in the text of the amendment.

CITY OF BROOKSVILLE

By:_____
Natalie Kahler, Mayor

Attest:_____
Virginia Wright, City Clerk

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:

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

VOTE OF COUNCIL:

Battista _____
Burnett _____
Erhard _____
Kahler _____
Kemerer _____

Insertions indicated by **Bold/Double Underline**
Deletions indicated by ~~Strikethrough~~

ATTACHMENT 2

November 13, 2015

Writer's email: bonni@robertdklausner.com

PERSONAL AND CONFIDENTIAL

T. Jennene Norman-Vacha
City Manager, City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041
E-mail: jnvacha@cityofbrooksville.us

Re: Brooksville Police Pension Fund
SB 172 Mutual Consent

Dear Jennene:

This office is the legal counsel for the Brooksville Police Pension Fund. In that capacity, I have been directed to inform you that a majority of the Police Officers have voted to continue to use the Chapter 185 money to fund the Plan as has occurred in the past, including using the current excess State Monies Reserve of $9,465.29 to offset City contributions. This is the member's offer to reach mutual consent as required by the recent amendment to Florida Statutes by Senate Bill 172. (See enclosed provisions of §185.35(1)(g) as amended by SB 172).

Under the direction of the membership vote, the police officers agree that the City will be able to use any State Monies that are received each year, up to $223,315.56 to offset its pension contributions (this is the how the money is applied today). Any annual amounts received above the $223,315.56 would be divided equally between the Members and the City with half used to offset the City's funding requirement and half divided equally among the members in a Share Plan. Please note that the actual State Monies received this year were $94,043.81. Therefore, it will likely be a very long time before annual State Monies exceed $223,315.56.

As you might be aware, the statute provides for a default application of the Chapter 185 money going forward, but allows for the City and a majority of the police officers to mutually agree to another method. A majority of the police officers have determined to continue to use the same method for the division of the 185 money as has been used by the parties for

7080 NORTHWEST 4TH STREET, PLANTATION, FLORIDA 33317

PHONE: (954) 916-1202 • FAX: (954) 916-1232
www.robertdklausner.com

a number of years. This determination does set forth that once the 185 money reaches $223,315.56, then there would be an equal division of the future receipts - 50% to offset the City's contribution and 50% to fund share accounts for the members.

Also in accordance with the law (§185.35(6)), a share account plan needs to be established, which will be funded once the 185 money exceeds the $223,315.56.

Please let me know the City's position on this offer from the Police Officer Members. If the City should agree, the parties agreement will need to be reduced to writing, ratified by the members and the City and then enacted into law by the City Commission.

The Pension Board is acting in a facilitating role to help get this matter resolved. The Pension Board is available for discussion on this matter as a consultant to either of the parties.

Sincerely yours,

Bonni S. Jensen

BSJ:ls

Ecopy to:
Chairman and Secretary
Tiffany Still
Patrick Donlan

City Council
AGENDA ITEM: G4
October 17, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: PERSONNEL MANUAL – POLICY UPDATES

DATE: OCTOBER 13, 2016

GENERAL SUMMARY/BACKGROUND: Following City Council Workshops on the City of Brooksville, Personnel Policy Manual on May 17, 2016 and June 22, 2016, attached are Council requested updates to the personnel policies and procedures. The proposed policy amendments, if approved, will apply to all employees except those employees in collective bargaining units, unless the union waives its right to bargain the policy changes. The following are enclosed for amendment, and put forth for City Council's approval:

- We will add the City Organizational Chart
- ***Section 1.00 Purpose and Scope – I. Policy***
  We have added language regarding the City remaining an "at will" employer, even with the adoption of the Personnel Manual and guidelines.

- **Section 3.00 Hours and Pay – II. K.**
  The word(s) "work week" to "workweek".

- **Section 4.01 Employee Performance Evaluation**
  This policy has been updated to require annual performance evaluations for employees.

- **Section 4.02 Travel Allowances**
  City Council expressed concern for provisions that would allow employees to be reimbursed when attending meetings, i.e. Chamber breakfast meetings, on the City's behalf/in the course of their City duties. We have added "meetings" to section III. B. 3. of this policy. Staff believes that this addresses Council's concern and will provide for reimbursement as appropriate.

- **Section 4.04 Identification and Licensure (no change)**
  Staff is working to issue a City identification badge for all City Employees. We expect to have all issued for wearing/carrying as appropriate within the next 30 days.

- ***Section 5.00 City Property, Equipment and Information – I., III.E., and III. F. (2)***
  Reference to designate the City's official spokespersons was added/revised in the Policy Statement and language also revised in III.E. Procedure area. An "s" was added to the word circumstance in III. F. (2).

- **Section 6.00 Conduct Standards – II. C.**
  A period (.) was added to the end of this sentence.

- ***Section 6.01 Conflict of Interest – II. D. (no change)***
  This area is the definition of a family member regarding a conflict of interest. City Council had asked that this definition be reviewed to include "romantically involved". The existing policy definition is the exact definition for conflict of interest outlined in Florida Statutes 112.312(21). We have included both the existing City policy and the Statute reference as Attachment 2 for Council's review. Staff recommends that our policy remain consistent with the Florida Statutes for this policy area.

- **Section 7.02 Sick Leave/Extended Leave/Short Term Disability Bank – II. G.**
  An "o" was added before the letter "r" to read as the word "or".

- ***Section 8.03 Exposure Control***
  This policy has been updated throughout to correct the word "bloodborne" in areas where previously it was printed as two (2) separate words or hyphenated in error.

All the proposed revisions/changes as outlined above as provided as Attachment 1.

BUDGET IMPACT: There is no budget impact as a result of the adoption of the proposed policy changes/revisions.

Reviewed by Finance Department:

LEGAL REVIEW: Council has the legal authority to set policy for operations and management of its employees. The proposed policy amendment, if approved, shall apply to all employees except those employees in collective bargaining units unless the union waives its right to bargain on this policy.

Reviewed by City Attorney:

STAFF RECOMMENDATION: Staff recommends Council consideration of approval and adoption of the personnel policy revisions as proposed. The policy revisions, if adopted, shall become effective immediately.

ATTACHMENTS:

1. Proposed Policy Changes/Revisions
2. Personnel Manual, Section 6.01, II., D. and related Florida Statutes reference F.S. 112.312 (21)

Attachment 1

City of Brooksville

Organization Chart

Brooksville Electorate

City Council

City Manager
City Clerk
Human Resources
Business Development
Technology Services

City Attorney

Finance Department
Payroll
Accounts Payable
Budget
Financial
Investments
Utilities Customer Service
Risk & Claims Management

Development Department
Planning
Land Development
Zoning
Plans Review
Building
Permitting & Inspections
Redevelopment
Code Enforcement

Park, Facilities & Recreation Department
Facilities Maintenance
Cemetery
Parks, Trails, & Grounds Maintenance
Arts, Recreation, Cultural & Leisure
Streetscaping
Special Events

Public Works Department
Administration
Streets & Drainage
Water Operations
Wastewater/Reuse
Plant Operations
Field Operations
Sanitation
Recycling
Fleet Maintenance
Street Lighting

Fire Department
Administration
Plans Examination
Inspections
Fire Prevention
Emergency Response
Public Education
Operations

Police Department
Administration
Records
Property Evidence
Photo Enforcement
Criminal Investigations
Road Patrol
Traffic Enforcement
K-9 Program
Community Outreach

SECTION 1.00 PURPOSE AND SCOPE

I. POLICY

In accordance with the City Charter and Code, these policies and procedures (Policies and Procedures) are hereby implemented to act as a guide to administration of personnel actions which may arise. The final interpretation and application of these Policies and Procedures shall be made by the City Manager, or designee. The City Council reserves the right to amend, alter, modify, delete and add to these Policies and Procedures at any time and from time to time. These policies and procedures are not intended, nor should they be construed, as an employment contract or guarantee of minimum length of employment; and supervisors have no authority whatsoever to make any contrary representations. Notwithstanding these at any time "at-will," with or without cause.

II. PROCEDURE

Amendments to these Policies and Procedures may be proposed to the City Manager. The City Manager shall promulgate amendments to these Policies and Procedures from time to time as determined to be in the best interest of the City to be approved by the City Council.

Department rules, regulations, policies or procedures (collectively, "Departmental Procedures") shall serve to supplement the Policies and Procedures within this Manual Departmental Procedures will be in writing and submitted to and reviewed by the City Manager, or designee, for approval. Employees may be advised of the approved changes using standard communication channels. In the event of conflict between any Departmental Procedure, the Policies and Procedures stated herein will control.

Unless a specific section provides otherwise, the Policies and Procedures stated herein shall be applicable to all individuals in City service.

The City Manager or designee shall be responsible for the City's personnel administration.

H. Regular Hours means Hours Worked up to and including 40 hours per workweek; except for those Non-exempt Employees employed in certain firefighter and law enforcement occupations which may have different requirements under the FLSA. Regular Hours will be compensated at an Employee's regular rate of pay.

I. Overtime Hours means Hours Worked by a Non-exempt Employee in excess of 40 hours per workweek; except for those Non-exempt Employees employed in certain firefighter and law enforcement occupations which may have different requirements under the FLSA. Overtime Hours will be compensated at a rate of time-and-one-half the Employee's regular rate of pay.

J. Section 7(K) is Section 7(K) of the Fair Labor Standards Act allowing certain Non-exempt Employees in Fire and Law Enforcement Occupations to be paid Overtime Hours based on a schedule other than after forty (40) hours in a seven (7) day period.

K. Flexible Scheduling means a method of scheduling typically used for adjusting a Non-exempt Employee's work hours (start and stop times) within an Employee's regularly scheduled workday or ~~work week~~ workweek within so as not to incur Overtime Hours whenever possible.

L. Merit Pay Increase means an increase in compensation which may be established in conjunction with the budget process which may be granted to an Employee based on merit or performance evaluation.

M. Pay Period means a two workweek period for which Employee's are paid for Hours Worked and paid-time off.

N. Workweek means that period of time that begins at 12:00 A.M. on Wednesday and continues through Tuesday at 11:59 P.M.

III. PROCEDURE

A. Employment Classification. The City maintains standard definitions of employment status and classifies Employees for purposes of personnel administration and related payroll transactions according to the definitions herein.

1. Each job is classified as either Exempt or Non-exempt.

2. Positions may be periodically re-evaluated to properly classify positions.

SECTION 4.01 EMPLOYEE PERFORMANCE EVALUATION

I. POLICY

Employee work performance is evaluated on an ~~regular~~ annual basis, against various performance standards and measurements, to assess and monitor overall work performance and to assist Employees in improving performance.

II. DEFINITION

A. Performance Evaluation is a written report of an Employee's job performance.

III. PROCEDURE

A. A performance evaluation is prepared by the Department Director, or designee, (rater) to establish a record of performance and to provide the Employee with feedback. The rater is responsible for preparing the performance evaluation.

B. Self-Evaluation. Employees are afforded an opportunity to complete a performance self-evaluation. The Employee's self evaluation is provided to the Department Director, or designee, prior to completion of the performance evaluation by the Department Director, or designee. An Employee's failure to timely submit a completed self-evaluation will constitute a waiver by the Employee and the Department Director may proceed with the evaluation process without the self-evaluation.

C. ~~Regular~~ Annual Evaluation. Eligible Employees ~~may~~ will receive an ~~regular~~ annual Performance Evaluation. ~~from time to time during employment.~~ The Employee ~~may~~ will receive a Performance Evaluation in the City's regular annual cycle; however, no merit pay increase is guaranteed.

D. Significant Appraisal. A Significant Evaluation may be conducted at any time and at the discretion of the Department Director, or designee, to evaluate New Employee performance, to document any significant increases or decreases in job performance, to follow-up on a previous Performance Evaluation indicating improvement was needed; or as otherwise determined to be appropriate by the Department Director, or designee.

E. Employee Comment/Rebuttal. Employees are afforded an opportunity to provide written comments/feedback in response to a completed Performance Evaluation Any written comments provided by the Employee are attached to the completed evaluation and become part of the Employee's personnel file.

B. Reimbursement of Travel Expenses.

1. Reimbursement of eligible expenses will be made in accordance with the City's accounts payable procedures.

2. Travel expenses of Employees traveling under this policy will be limited to those expenses necessarily incurred by them, while traveling, in the performance of a public purpose.

3. Meetings, Seminars and Conferences. Travel for meetings/ seminars/conferences will only be authorized if the Meeting/Seminar/Conference is directly related to the duties/training/development of an Employee's current position. Attendance at meetings. seminars and conferences is subject to the recommendation and approval of the Department Director, or designee, of the Employee requesting to attend. Meeting, Sseminar and conference registration fees and expenses may be paid in advance directly to the vendor where possible, but only after authorization from the Department Director, or designee has been obtained. Where advanced payment is not possible, Employees who have obtained prior approval to incur the expense may request reimbursement of expenses incurred.

4. Air/Car/Accommodations will be authorized for actual expenses substantiated by paid receipts. However, when a variety of hotels, motels air/cars can be used, Employees will be reimbursed for the most economical accommodations. Any deviation will require prior approval by the City Manager, or designee, with reasonable explanation. The difference in the rate for more elaborate accommodations/ lodging/air/car can be paid by the Employee.

5. Meals. The City provides a per diem payment for meals taken during periods of City travel. No one will be reimbursed for any meal that is included/provided in the per diem payment or included in a conference or seminar registration fee. No allowance for meals is provided where travel is confined to the city of the official headquarters or within Hernando County.

6. Mileage. When travel is authorized for a privately owned vehicle, the Employee (driver of the private vehicle) will be entitled to a mileage allowance at a fixed rate established by the City. Other expenses of a privately owned vehicle, e.g., operations, maintenance, ownership, will not be reimbursed. Mileage will be reimbursable from the point of origin to the point of destination based on a highway mileage map using a usually travelled route. Certain Employees may be granted use of a City vehicle or a monthly allowance in a fixed amount for the use of privately owned vehicles on official business in lieu of the mileage rate. Such allowances shall be in the sole discretion of the City and subject to the provisions of the City Vehicle and Take Home Policy. When two or more

SECTION 5.00 CITY PROPERTY, EQUIPMENT AND INFORMATION

I. POLICY

City property, both tangible and intangible, shall remain the sole property of the City. The City designates ~~certain Employees~~ the City Manager and each Department Director to serve as official spokespersons for the City.

II. DEFINITIONS.

A. Property shall mean tangible property including, but not limited to, uniforms, equipment, safety equipment, cell phones, vehicles, computers, laptops, printers, manuals, and office supplies.

B. Information shall mean data stored on computer discs/other electronic media, audio recordings, video recordings, systems, software and hardware, documents containing techniques, trademark matters, together with any copies, reproductions or adaptations thereof, in whatever form or medium.

III. PROCEDURE

A. Employees have or will come into possession or knowledge from the City of Brooksville of certain tangible property ("Property") and information ("Information") during the course of their employment.

B. Employees shall not use Property, except in the performance of their official duties, nor shall they permit use by any unauthorized person, unless approved by the City Manager, or designee, subject to a separate policy within this manual.

C. Employees assigned equipment, tools and vehicles are expected to exercise reasonable care in its use and to observe safety precautions, including seat belt and traffic laws, as well as to take reasonable steps to preserve the equipment.

D. Unauthorized personal use of equipment, tools and vehicles is not permitted.

E. All employees should ~~Unless~~ release ~~of~~ City Information to the media and constituents when requested ~~is~~ in accordance with ~~a normal part of~~ his or her normal duties.~~, or unless under subpoena., Employees will not release City Information.~~ All inquiries for City Information outside an Employee's regular duties shall be directed to his or her ~~the~~ Department Director.~~, or designee, or other appropriate recordkeeper.~~

F. City Property and Equipment used by Employees are subject to inspection by the City at any time.

1. By signing the Policy Manual Receipt the Employee consents to these inspections.

2. If circumstances permit, the City may provide advance notice to the Employee of the inspection; however, in the event the Employee is unavailable or if circumstances require inspection without the Employee's presence, then Inspections may be conducted without the Employee's presence at the direction of the City Manager, or designee.

G. Unless otherwise provided for under a separate policy, the City shall not be responsible for any personal property an Employee brings into the workplace which is either lost, damaged or destroyed in performance of one's duties;

SECTION 6.00 CONDUCT STANDARDS

I. POLICY

It is the policy of the City that Employees maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from forms of harassment and violence. Employees are expected to conduct themselves in appropriate manner reflective of their obligations to the public.

II. PROCEDURE

A. It shall be the duty of all Employees to maintain a high standard of public service, and Employees shall maintain the highest level of cooperation, morale, efficiency, achievement and harmony between themselves, other departments, and the public.

B. The City encourages a congenial work environment of respect and professionalism; therefore, the City prohibits conduct which may adversely affect other Employees or distract other Employees from effective performance of their job duties, including intentionally harming or threatening other Employees, the public, vendors, visitors, or property belonging to any of these parties.

C. Employees shall not act in a manner that may discredit the City, management, fellow Employees, or themselves.

D. Where this, or any other City policy, requires that the Employee notify the City of conduct or activities which may affect the Employee's Employment, said notice is provided to the Department Director, or designee, unless otherwise specifically stated or required.

E. Unacceptable Conduct. The following is not an exhaustive list but a guide to unacceptable conduct.

1. Employees will not engage in acts of dishonesty, fraud, theft or sabotage.

2. Employees will not engage in falsifying any document used by the City including employment applications, time sheets, personnel records, or other writing.

3. Employees will not misappropriate City funds.

4. Employees will not make any false statement or, in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies with regard to employment, promotion or any other terms or conditions of employment.

SECTION 7.02 SICK LEAVE/EXTENDED LEAVE/SHORT TERM DISABILITY BANK

I. POLICY

The City offers paid leave to Employees to use during times of illness or medical treatment and will administer this leave benefit based on established guidelines.

II. DEFINITIONS.

A. Accrue means to accumulate or increase.

B. Pro-Rate means to calculate based on a unit of time or portions of units of time.

C. Employment Anniversary Date means the annual date coinciding with the Employee's date of hire without a break in service or employment.

D. Full-time Employee is defined as an Employee who is regularly scheduled to work thirty (30) or more hours per workweek.

E. Regular Employee shall mean an Employee who is regularly scheduled to work each workweek or pay period and has been employed continuously for at least sixty (60) calendar days; this does not include temporary or seasonal employees.

F. Pay Period shall mean the period of time, typically two workweeks, in which an Employee is compensated.

G. Immediate Family Member shall mean, for the purposes of this Sick Leave procedure, the Employee's spouse, child/children, parent, a legally recognized ward, or any other relative currently residing in the same household.

III. PROCEDURE

A. Eligibility.

1. Full-Time, Regular Employees shall earn and accrue Sick Leave.

2. New Employees earn and accrue Sick Leave, but are not eligible to use accumulated Sick Leave until the first of the month following sixty (60) calendar days of employment from date of hire.

3. Part-time Employees are not eligible to earn and accrue Sick Leave.

4. Temporary, Reserve and Seasonal Employees are not eligible to earn or accrue Sick Leave.

SECTION 8.03 EXPOSURE CONTROL

I. POLICY

Employees should take all reasonable precautions to protect against exposure to or to prevent the spread of Blood, ~~Blood-borne~~ Bloodborne Pathogens and Airborne Pathogens especially during emergencies or Catastrophic Events.

II. DEFINITIONS

A. Blood means human blood and its components, including products that are made from human blood.

B. ~~Blood-borne~~ Bloodborne Pathogens are the pathogenic microorganisms that may be present in the human blood and/or product that can cause disease in humans These pathogens include, but not limited to, Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV).

C. Bodily Fluids are fluids excreted from the human body that may carry pathogens, including but not limited to Pleural Fluid, Amniotic Fluid, Saliva, and any body fluid visibly contaminated with blood.

D. Exposure Incident means a specific eye, mouth, other mucus membrane, non-intact skin or parental contact with blood or other potentially infectious materials that result from Employees duties.

E. Other Potentially Infectious Materials include any unfixed tissue or organ (other than intact skin) from a human (living or dead); cell or tissue cultures, organ cultures and culture medium containing HIV or HBV; and blood, organs or other tissues from experimental animals infected with HIV/HBV.

III. PROCEDURE

A. This policy is in place to comply with the Occupational Safety and Health Administration (OSHA) Airborne and Bloodborne Pathogens Regulation (29 CFR 1910,1080) as published in the Federal Register.

B. The City maintains an Exposure Control Plan which is made available to Employees within their respective departments.

C. Exposure Control Job Classification. Each job within the City is categorized based on the potential for risk of occupational exposure to infectious diseases. Those jobs where the potential for risk of occupational exposure is either occasional or frequent are eligible to participate in a Hepatitis B vaccination program offered by the City.

D. Employee Responsibilities. Employees are responsible to:

1. Know what tasks they perform that have occupational exposure to blood or ~~blood-borne~~ bloodborne pathogens and take precautions to protect themselves from exposure including the Personal Protective Equipment.

2. Know and follow establish safety protocols and procedures.

3. Develop good personal hygiene habits.

4. Report any suspected occupational exposure to infectious blood, ~~blood borne~~ bloodborne pathogens or any disease to their Department Director, or

5. Employees must implement measures to prevent and control exposure to the following:

   a. HIV/AIDS
   b. Hepatitis
   c. Tuberculosis
   d. Other contagious diseases.

E. Training. Employees are provided periodic training on standard and universal precautions and OSHA's Airborne and ~~Blood-borne~~ Bloodborne Pathogens rules and regulations.

F. Universal Precautions. Employees will practice Universal Precautions and use Personal Protective Equipment (PPE) when there is the potential for risk of occupational exposure. Employees are to comply with all departmental rules procedures and practices with regard to minimizing potential for occupational exposure, use of Universal Precautions and Personal Protective Equipment.

G. Post-Exposure Evaluation and Follow-up.

1. Employees who incur an Exposure Incident are provided with appropriate treatment to reduce the chance of acquiring an infectious disease including the HIV virus or the Hepatitis B virus, as a result of the Exposure Incident.

2. Following an Exposure Incident, the Employee must report to Department Director, or designee.

3. The Employee must complete an incident report documenting the route of exposure and the circumstances related to the incident.

4. The Employee will be asked to consent to baseline and follow-up testing for HIV and HBV.
5. Appropriate counseling and medical care referrals will be offered post-exposure.

H. Recordkeeping. All records of Exposure Incidents are kept confidential and will only be disclosed in accordance with the City's policy on Personnel Records or as otherwise required or authorized by law. Exposure Incident records are maintained for the duration of employment plus thirty (30) years.

Attachment 2

SECTION 6.01 CONFLICT OF INTEREST

I. POLICY

No Employee shall solicit or accept or have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

II. DEFINITIONS

A. Conflict of Interest means a situation in which regard for a private interest tends to lead to disregard of a public duty or the City's interest or responsibilities. This policy is inclusive of all outside personal or business relationships that afford present or future financial benefit to an Employee, an Employee's Family Member, or to individuals to which the Employee has financial/business ties which may be determined by the City Manager, or designee, as a Conflict of Interest.

B. Gift means that which is accepted by an Employee or by another person on the Employee's behalf, or that which is paid or given to another for or on behalf of an Employee, directly or indirectly, or in trust for the Employee's benefit, for which something of equal or greater value or consideration.

C. Honorarium means a payment of money or anything of value, directly or indirectly, to an Employee, or to any other person on behalf of the Employee, as consideration for a speech, address, oration or other oral presentation or a writing intended to be published (other than a book).

D. Family Member means an individual who is related to an Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the Employee or who otherwise holds himself or herself out as or is generally known as the person whom the Employee intends to marry or with whom the Employee intends to form a household, or any other natural person having the same legal residence as the Employee.

III. PROCEDURE

A. No Employee of the City shall solicit or accept anything of value to the Employee, including a Gift, Honorarium, loan, reward, promise of future employment, favor, or service, based upon any understanding that the official

The 2016 Florida Statutes

Title X	Chapter 112	View Entire Chapter
PUBLIC OFFICERS, EMPLOYEES, AND RECORDS	PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS	

112.312 Definitions.—As used in this part and for purposes of the provisions of s. 8, Art. II of the State Constitution, unless the context otherwise requires:

(21) "Relative," unless otherwise specified in this part, means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.