

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE**

AGENDA

September 21, 2009

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. REQUESTS FOR WAIVERS

1. **Hernando High School – Waivers for Annual Homecoming Events**
Consideration of request to waive certain fees for the annual Homecoming activities.

Presentation:	Hernando High School Representative
Recommendation:	Direction to Staff
Attachments:	Letter from Principal Ken Pritz dated 08/05/09; Permit Applications; Memo and cost estimates from City Manager.

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Purchase of Christmas Wreaths**
Recognition of the purchase of Christmas wreaths to kick-off the holiday season.

Presentation:	Mayor Bernardini & Sally Sperling
---------------	-----------------------------------

E. CITIZEN INPUT

F. CONSENT AGENDA

1. **Minutes**
July 20, 2009 Regular Meeting
August 3, 2009 Regular Meeting
2. **Elevator Upgrade Bid Award**
Consideration of bid award to Mowrey Elevator Company for the not-to-exceed \$39,500 and award of the alternate bid to Mowrey for the not-to-exceed amount of \$11,000.
3. **Brooksville Medians US 41/SR50 Bid Award**
Consideration of bid award to Paff Landscape, Inc., for the Bid amount of \$56,046.00 and authorize the Mayor to sign the appropriate related documents.
4. **Surplus of Equipment/Vehicle**
Consideration to surplus Admin Vehicle and miscellaneous office equipment.

REGULAR COUNCIL MEETING AGENDA – SEPTEMBER 21, 2009

5. **Advisory Board Appointment**

Consideration of appointment to the Beautification Board to fill a vacant 4-year term ending December 31, 2012.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from City Clerk dated 09/03/09; 3) Memo from City Planner dated 09/21/09, Minutes; 4) Memo from City Clerk dated 09/03/09; 5); Memo from City Clerk dated 09/10/09, Application

G. REGULAR AGENDA

1. **Collective Bargaining Agreement – Brooksville Professional Fire Fighters Local 4661**

Consideration of agreement as proposed.

Presentation: City Attorney
Recommendation: Approval
Attachments: Memo from City Attorney dated 09/11/09; Proposed Agreement

2. **Sewer Rehab Phase 3 Bid Award**

Consideration of bid award(s) for Phase 3 of the Sewer Rehab Project.

Presentation: Interim Director of Public Works
Recommendation: Approval
Attachments: Memo from Interim Director of Public Works dated 09/14/09; Miscellaneous Correspondence and Estimates

3. **Demolition of 20021 VFW Rd. Bid No. CD2009-07**

Consideration of bid award to Cross Construction Services, Inc., for the not-to-exceed amount of \$8,745.00 and authorize the Mayor to sign the appropriate related documents with additional consideration to allow the City Manager to negotiate and approve an amendment to the service agreement should asbestos abatement work be required.

Presentation: Director of Community Development
Recommendation: Approval
Attachments: Memo from Director of Community Development dated 08/25/09; Minutes

REGULAR COUNCIL MEETING AGENDA – SEPTEMBER 21, 2009

4. Employee Group Insurance Coverage Renewal

Consideration for renewal of employee benefit insurance coverages for FY 2009-10.

Presentation: City Manager
Recommendation: Approval
Attachments: Memo from City Manager dated 09/16/09

5. City Manager – Employment Agreement

Review and discussion of City Manager Employment Agreement.

Presentation: Council Member Lewis
Attachments: Employment Agreement

6. Resolution No. 2009-11 American Recovery and Reinvestment Act (ARRA) Grant Acceptance

Consideration of resolution accepting grant in the amount of \$1,370,200 through the Small Community Wastewater Facility Grant and Loan Program to include requirements of FDEP and repeal of Resolution No 2009-08.

Presentation: Interim Director of Public Works
Recommendation: Approval of Resolution upon roll call vote and authorize Mayor to sign required grant documents
Attachments: Memo from Interim Director of Public Works dated 09/17/09, Resolution, FY2009 Priority List Management Hearing, Misc. Correspondence

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at www.cityofbrooksville.us. Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3810.

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

HERNANDO HIGH SCHOOL

Ken Pritz, Principal
Brent Gaustad, Assistant Principal
Mary Krabel, Assistant Principal
Jill Renihan, Assistant Principal

**Leopard Pride..
Bring It!**

700 Bell Avenue
Brooksville, FL 34601
(352) 797-7015 Fax: (352) 797-7115
www.hcsb.k12.fl.us/hhs

August 5, 2009

Brooksville City Council
201 Howell Avenue
Brooksville FL 34601

Re: Hernando High School Homecoming Parade - October 30, 2009

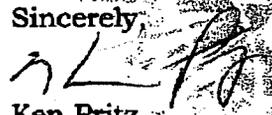
Honorable City Council Members:

Please consider our request for the City of Brooksville to, once again, support the Hernando High School Homecoming Parade. I am asking the city council to waive the costs associated with the parade permit and street closure. Hernando High School will provide the required Application for Street Closure and a certificate of insurance. Our Homecoming Week for the 2009-10 school year will begin October 26 and will culminate on October 30 with the parade beginning at 1:00 PM.

The Homecoming Parade is one way we endeavor to incorporate the community into our Homecoming events. The parade is an integral part of our Homecoming week and has always been greatly supported by the community, as well as our students, parents, and Alumni.

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

Sincerely,

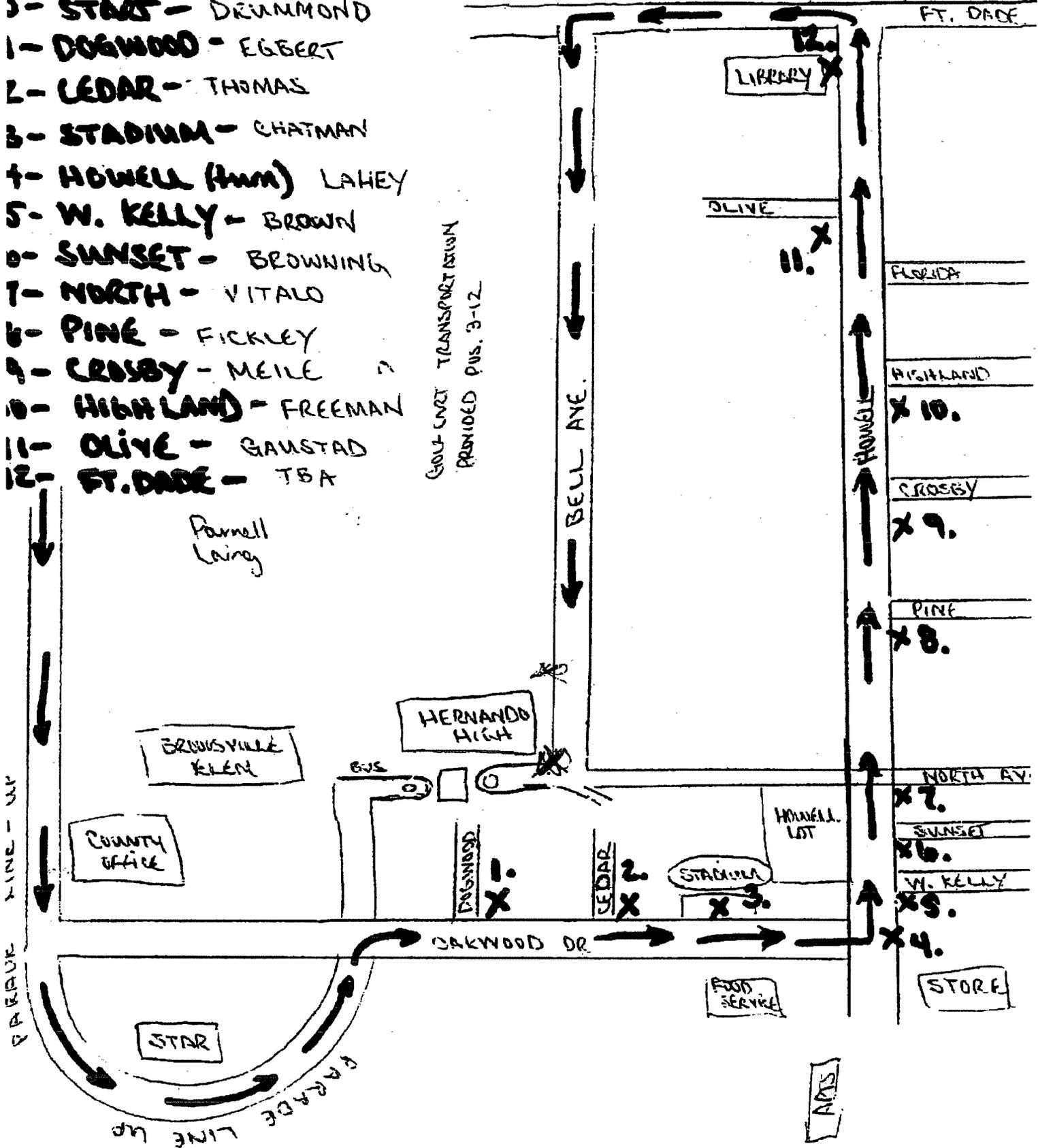


Ken Pritz
Principal

HOME COMING PARADE 2009-2010

- 1- START - BARTHELE/ DRUMMOND
- 2- DOGWOOD - EGBERT
- 3- CEDAR - THOMAS
- 4- STADIUM - CHATMAN
- 5- HOWELL (HWM) LAHEY
- 6- W. KELLY - BROWN
- 7- SUNSET - BROWNING
- 8- NORTH - VITALO
- 9- PINE - FICKLEY
- 10- HIGH LAND - FREEMAN
- 11- OLIVE - GAUSTAD
- 12- FT. DADE - TBA

GOULDN'T TRANSPORTATION PROVIDED BUS. 3-12



CITY OF BROOKSVILLE

APPLICATION FOR TEMPORARY STREET CLOSURE

201 Howell Avenue
(352) 540-3810

INSTRUCTIONS: Complete top portion of form and return to Clerk's Office, 201 Howell Avenue, Brooksville, FL 34601. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$100,000 for each individual and \$300,000 for event. Applicant will be notified of estimated cost; receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event. **Certificate Attached** - Yes No

Name or Organization <u>Hernando High School</u>		Event <u>Homecoming Parade</u>	
Person in Charge <u>Susan Davis / Amanda Rodriguez</u>		Address <u>700 Bell Ave.</u>	Telephone <u>797-7015 x 209</u>
If unavailable (Alternate Name) Susan Davis <u>Mary Krabel</u>		Address <u>700 Bell Ave.</u>	Telephone <u>797-7015 x 403</u>
Date of Event <u>10/30/09</u>	Starting Time <u>1:30</u>	Ending Time (approx) <u>2:30</u>	Estimated Number of Participants <u>500</u>
Proposed Route (Include Street/Avenue, attach location map) <u>Oakwood, left on Howell to Ft. Dade. Left on Ft. Dade to Bell. Left on Bell. Return to HHS</u>			
I/We <u>Susan Davis</u> assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.			
Signature <u>Susan Davis</u>			
State of Florida			
County of <u>Hernando</u>			
The foregoing instrument was acknowledged before me this <u>19</u> day of <u>Aug</u> , 20 <u>09</u> , by <u>Susan Davis</u> , who is <u>personally known</u> to me or who presented _____ as identification, and who (did) (did not) take an oath.			
Signature of Notary Public <u>Tammi W. Cantie</u>		TAMMI W. CANTIE Notary Public, State of Florida My comm. exp. <u>Aug 20 2012</u> Comm. No <u>DD 816087</u>	
[Commission Number of Notary Public] <u>DD816087</u>			

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

Total Deposit \$ _____		Received By: _____		Date _____
Police Chief	Date	City Manager	Date	

Distribution: Original to Applicant; Copies to Chief of Police, Director of Public Works, City Manager and City Clerk

NOTE: A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
MINUTES**

July 20, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, Richard E. Lewis and David Pugh present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. A member of the Hernando Times was also present.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghiotto Beautification Award – Residential Award

Recognition of improvements to the property of Anthony and Sharon Pedonesi located at 609 E. Fort Dade Avenue.

Mayor Bernardini read the award in its entirety. The Pedonesi's were not present so the award and yard sign will be delivered to them.

Dixie Girls Softball Division I Tournament Winners Proclamations

Expressing congratulations on being State Champs in their respective divisions.

Mayor Bernardini read a unified proclamation in its entirety, which was presented to the Spring Hill Angels 9-10 year-old winners and Head Coach, Glenn Primavera, who were present, by him and Mike Walker, Director of Parks, Facilities & Recreation.

Danny Brooks, Florida State Director for Dixie Softball, expressed appreciation to the City of Brooksville for sponsoring the event. Council urged Mr. Brooks to bring the teams back next year.

CITIZEN INPUT

Mayor Bernardini asked for citizen input; there was none.

CONSENT AGENDA

Surplus Office Equipment

Consideration of declaring surplus property and authorization to sell at County auction.

Surplus Property – Police Department

Consideration of declaring firearms surplus property and authorization for sale and/or destruction.

FDOT Memorandum of Understanding (MOU) for Debris Clearing and Monitoring

Consideration of MOU or Mutual Aid Agreement with FDOT to perform all debris cleanup and monitoring for major storm events.

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

Piggyback Contract for Large Sewer Pump Repairs

Authorization to piggy-back on the Pinellas County contract for large sewer pump repairs.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Consideration to approve the 2009 JAG Grant Program expenditure of funds and authorize the Mayor to sign and forward the required letter of decision.

Mayor Bernardini asked that surplus be recycled when possible.

Vice Mayor Bradburn asked if FDOT is going to be debris clearing and monitoring of all the streets. Director Pierce indicated all will be cleared except for private streets.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Pugh for approval of Consent Agenda including amendment to recycle. Motion carried 5-0.

PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

Mayor Bernardini called for proof of publication. City Clerk Peters indicated Items F2 & F3 were published on Friday, July 10, 2009, in the Hernando Today legal section of the Tampa Tribune and there is a copy of the affidavits for the record.

Ordinance No. 774 – Impoundment

Consideration of ordinance providing for impoundment of vehicles used in conjunction with certain crimes, non-criminal violations, and code violations.

[The First reading was held at the 07/06/09 meeting of Council.]

George Turner, Chief of Police, indicated this to be the second reading with changes made as requested by Council.

City Attorney Rey pointed out that in paragraph 3(b), two words were transposed. The first sentence should read "*Provide written notice to any owner present ...*".

On Section 7 Paragraph (a), Vice Mayor Bradburn, suggested adding "The Police Chief, or his designee, and the City Manager". Council Member Pugh felt it was fine as written and that "or designee" could be the City Manager. Council Member Johnston and Council Member Lewis agreed with Council Member Pugh.

Vice Mayor Bradburn specified her intent is to underscore the communication factor. She revised her request to read "*The Police Chief or the City Manager or their respective designees*".

Mayor Bernardini asked for public input; there was none.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval as amended to read "The Police chief or the City Manager or their respective designees".

City Clerk Peters read Ordinance No. 774 by title, as follows:

**AN ORDINANCE PROVIDING FOR THE IMPOUNDMENT OF VEHICLES
USED IN CERTAIN CRIMES, NON-CRIMINAL VIOLATIONS, AND CODE**

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

VIOLATIONS; PROVIDING FOR PRELIMINARY AND FINAL HEARINGS ON SEIZURES AND IMPOUNDMENTS; ESTABLISHING PENALTIES AND FINES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Motion carried 4-1 upon roll call vote, as follows:

Council Member Johnston	Nay
Council Member Pugh	Aye
Council Member Lewis	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

Vice Mayor Bradburn referenced the letter received from Jennifer Biernat and suggested in the future Council look at alternatives to fines as well.

Ordinance No. 776 – City of Brooksville & People’s Gas System, A Division of Tampa Electric Company (TECO), Franchise Agreement

Request from Peoples Gas for proposed language change dated June 18, 2009.

[The First reading was held at the 07/06/09 meeting of Council.]

City Attorney Rey announced a representative from People’s Gas is present and reviewed the changes made to distribution and transportation of gas over the lines that are subject to the agreement.

Council Member Pugh asked if TECO has an expansion map or future plans pertaining to gas for a vicinity of the City. Leroy Sullivan, TECO People’s Gas, indicated their system follows development as it occurs. As that happens and the economy picks up again there are areas that TECO would like to serve but would be contingent on negotiating a deal with the contractors. There is land north of the City which may be designated for future development.

Council Member Pugh asked if there is currently a GIS layer for the present gas lines within the City limits. City Manager Norman-Vacha denoted she will be sure it is in place, if not already, since it would be a very valuable tool for Public Works and to development as well. She specified gas lines are available at the courthouse but not sure where the line is in front of City Hall.

Vice Mayor Bradburn suggested staff work with TECO to identify sites within the City limits for gas service. In particular, during a natural disaster public facilities will have gas service without electric power. This would be worthy to pursue in a short time period. If lines can be created that will service in perpetuity then those are areas for economic expansion as well and would serve a dual purpose.

Council Member Lewis suggested the street lights run off gas lines along Main Street. Mr. Sullivan indicated he would work with staff on developing a plan to make that happen.

Mayor Bernardini asked for public input; there was none.

Motion:

Motion was made by Council Member Pugh and seconded by Council Member Johnston for approval.

City Clerk Peters read Ordinance No. 776 by title, as follows:

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, RENEWING ORDINANCE NO. 596 FOR A TEN YEAR TERM; RENEWING A GRANT OF A NONEXCLUSIVE FRANCHISE TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, TO OPERATE AND MAINTAIN NATURAL GAS SERVICE IN THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE CITY OF BROOKSVILLE REGULATIONS AND USE OF THE GAS SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND THE MONETARY CONSIDERATION TO BE PAID THEREFORE BY THE COMPANY TO THE CITY AND THE METHOD OF PAYMENT, PROVIDING AN OPTION TO RENEW; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Pugh	Aye
Council Member Lewis	Aye
Council Member Johnston	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

REGULAR AGENDA

Tentative Millage Rate

Announce roll-back rate of 7.4380 mills, set Tentative Millage Rate for Fiscal Year 2009/10 and establish first budget hearing for September 9, 2009, at 6:00 p.m.

Steve Baumgartner, Director of Finance, stated tonight is an important part of the TRIM process in setting a Tentative Millage Rate and to notifying the Property Appraiser by August 4, 2009. He suggested it would be best not to exceed the rate set tonight and reported the last two (2) years millage rate was set at 7 mills and the year prior was set at 8 mills. City Manager Norman-Vacha specified the Statute requires individual notice by U.S. Mail delivery to each property owner in the City should Council exceed the tentative set rate.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval to set the Tentative Millage Rate at 7 mills. Motion carried 5-0.

City Attorney Request for Council Clarification on Enrichment Center/Quarry Project Construction & Occupancy Agreement

City Attorney Rey indicated the direction of Council at the June 15, 2009 Council Meeting has been incorporated into the proposed agreement. There are a couple of distinct areas that need clearer direction in order to further negotiations with the Enrichment Center (ECI). She identified particular paragraphs with outlined options.

The clarified revisions were highlighted within the document and reviewed as follows:

Page 3 of 12 Paragraph 3 Term of the Agreement

The three (3) options were discussed concerning the lease term.

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

Council Member Pugh referred to 3.b. and asked if there was a lease payment amount on the original agreement. Attorney Rey replied this was one of the options that was proposed on June 15th as an alternative to have a lease payment implemented at renewal. Vice Mayor Bradburn recalled some of the feedback came from ECI and not just from Council.

Council Member Pugh was in favor of 3.a. Vice Mayor Bradburn preferred 3.a. but would be more comfortable adding “a second twenty (20) year term” rather than “like term”. Council Member Lewis preferred 3.c. because of ECI’s investment with a renewal of twenty (20) years after sixty (60) year lease but would also be fine with the original proposed term by ECI of a ninety-nine (99) year lease. Council Member Johnston preferred 3.b. but would agree with Vice Mayor Bradburn as she has restructured 3.a. Mayor Bernardini preferred 3.b. but was not in agreement with the forty (40) year term preferring a lesser term.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval of 3.a. for 40 years with a 20 year option. Motion carried 3-2 with Mayor Bernardini and Council Member Lewis voting in opposition.

Page 3 of 12 Paragraph 4 Environmental Matters

City Attorney Rey noted there was an addition addressing concerns that were discussed relative to a point that ECI had raised.

Council Member Pugh did not recall this discussion at the last meeting. Attorney Rey affirmed there was discussion about the nature of the environmental study and the party that would be responsible for cleaning up any environmental issues that are discovered as a part of that study. Council Member Pugh was not comfortable with the additional language without knowledge of the foreseeable future. Council Member Lewis pointed out that the City is responsible for it now and will continue in that manner. Council Member Johnston suggested moving “existing” after “issues”.

Page 3 of 12 Paragraph 5 Project

Attorney Rey referred to 5.c. which addresses kitchen space and applying the space to the overall scheduling pattern. An addition of comparable language is included in a subsequent scheduling paragraph.

Council Member Johnston pointed out that next to the last word should read “unreasonably”.

Attorney Rey referred to 5.f. Museum Space which has a slight clarification on what constitutes common or museum space at the direction of Council. Vice Mayor Bradburn asked should the agreement address any new space if the building is expanded in the future. Attorney Rey replied that is partially covered under paragraph i. Subsequent Improvements. The initial plan is to deal with the existing structure and then discuss expansion space which is already in the plans. It is also subject to this agreement. This agreement is independent of some of the exhibits which address an overall site design but she will propose alternative or clarifying language.

Page 5 of 12 Paragraph 6 Programming Activities

City Attorney Rey reviewed the changes therein; clearly delineating recreation programs versus the pro shop and museum space and tying the use of that space to the other provisions by adding in “as described below” and updated the calendaring/scheduling section. Based on the feedback of a three (3) party dispute resolution mechanism she eliminated areas that required an immediate decision for operational needs versus those that do not need an immediate resolution. There is a scheduling dispute resolution that addresses issues that have to be resolved within seventy-two (72) hours giving the City Manager in sole and absolute discretion. Any dispute regarding the agreement or scheduling

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

issues that could be resolved later would be subject to the three (3) party system that was proposed at the June 15th meeting. There is more description on the three (3) party system later on in the agreement.

Page 6 of 12 Paragraph 7 Operational and Maintenance Matters, Section C. Premises Maintenance Fund

City Attorney Rey reviewed the four (4) options for maintenance. She pointed out paragraph i was the original proposed language from the agreement as presented to Council on June 15th. Paragraphs ii, iii and iv are the various alternatives that were discussed.

Mayor Bernardini and Vice Mayor Bradburn were both in favor of the original.

Council Member Lewis was in favor of numbers iv or ii. The blanks indicate a negotiated item on ii and iv would generate fee income and be deposited to the City to operate the building. Vice Mayor Bradburn expressed that she could not support iv since it suggests that the City's other programs cannot benefit from a structure that the City has invested in as well. Council Member Lewis agreed and asserted the building is going to be rented for functions which will be put back into the building and be used to offset the operational cost. Vice Mayor Bradburn clarified it is offsetting ECI's cost not the City's cost whereas there is no obligation to share in operational or maintenance expenses. Council Member Lewis felt ECI should share in the cost of utilities but is against charging them rent since they are making an initial capital investment. He asserted the City would not be able to take on this project without the grant that ECI will invest in this building. Vice Mayor Bradburn affirmed there is an investment on both sides but her concern is obligating any future revenue exclusively to ECI that could be used to support activities other than just Enrichment activities.

Mayor Bernardini explained that due to the City's bonding there is no allowance to lower the cost for water and sewer and he doubts that ECI's programs could offset the cost. This agreement does not obligate them to pay for utilities, maintenance and repair expenses for forty (40) or possibly sixty (60) years leaving the City taxpayers to pick up the cost. He pointed out the grant specifies the building is to be used as a Special Needs Emergency Shelter along with other functions.

Council Member Johnston was in favor of a combination of numbers i and iii. The Enrichment Center has some difficulty with i because of the \$10,000 payment and suggested the subsequent years can be monthly installments beginning November 1 in the equivalence of fifty (50) percent of previous year's terms. He also suggested adding any excess be applied to the second year's total. Vice Mayor Bradburn was in favor of giving ECI more flexibility by meeting the same goal. Council consensus was to adopt Council Member Johnston's suggestion by combining numbers i and iii.

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Bradburn for approval of "the initial contribution of \$10,000 would be due November 1st 2010 and then beginning November 1st 2011, fifty (50) percent of the actual operating expense will be paid over the course of the year in monthly installments". Motion carried 3-2 with Council Member Lewis and Council Member Pugh voting in opposition.

City Attorney Rey explained the account and services will be in the City's name and will provide access to utility services to the lessee. The Premises Maintenance Fund is the lessee's contribution to the cost of utilities, maintenance and repairs to the structure.

Page 7 of 12 Paragraph 9 Insurance b.

City Attorney Rey indicated the word "reasonable" had been substituted for "sole and absolute", which was discussed. Vice Mayor Bradburn asked is the City legally covered with the word "reasonable" and suggested a stronger term. Attorney Rey replied it was a suggested term and does

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

allow for different interpretations but it was inserted based on the general discussion with respect to insurance requirements. City Manager Norman-Vacha clarified this is an addition since 'a' and 'c' is for major coverage and "reasonable" is being used under 'b' to prevent coming up with some other premium that does not seem reasonable. Attorney Rey explained at this point in time the Enrichment Center does not know what programs it may offer in the future and if the City wants some additional protection for a particular program this would address that.

Page 7 of 12 Paragraph 12 Dispute Resolution

City Attorney Rey indicated this section addresses some of the suggested alternatives regarding dispute resolutions. Paragraph 'a' was the proposed language presented to Council on June 15th and 'b' and 'c' are being provided as alternatives and pointed out the only difference is under 'b' the two (2) parties can choose a third party and 'c' Council can suggest a named third party known to both parties. Council Member Lewis, Vice Mayor Bradburn and Mayor Bernardini were in favor of option 'a'. Council Member Pugh and Council Member Johnston were in favor of option 'b'.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of option 'a'. Motion carried 3-2 with Council Member Pugh and Council Member Johnston voting in opposition.

Page 8 of 12 Paragraph 14 Termination

City Attorney Rey reviewed the options previously discussed and stated this is tied in to paragraph 15 Termination Payment.

Council Member Lewis was in favor of 14b which eliminates paragraph 15.

Council Member Johnston preferred 14b with the alternative being 15b with Mayor Bernardini, Council Member Lewis and Council Member Pugh in agreement.

Vice Mayor Bradburn preferred 14a with 14b as her second choice.

Motion:

Motion was made by Council Member Pugh and seconded Vice Mayor Bradburn for approval of Options 14b and 15b as an alternative. Motion carried 5-0.

Vice Mayor Bradburn recommended eliminating specific names and list titles only on page 10 of 12. City Manager Norman-Vacha pointed out the paragraph above specifies any changes must be notified to the other party.

City Manager Norman-Vacha distributed a letter from Mr. Mason and indicated they had been in contact via telephone this afternoon and she assured him that Council did not intend to be setting forth the final agreement tonight but was meeting in public forum for direction to staff to be able to move forward with negotiations. He understood and will be in contact when he returns in order to move forward.

Vice Mayor Bradburn reiterated Mr. Mason was aware of tonight's goals for this meeting two (2) weeks ago.

City Manager Norman-Vacha indicated Mr. Mason has been out of town and she felt it important to put Council's course of action for this evening on the record.

Cascades Subdivision Amended & Restated Utility Service Agreement

Consideration of amended Utility Service Agreement with OREO Corp. of Ohio for Cascades

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

Subdivision.

Emory Pierce, Director of Public Works, reviewed the revisions which are being proposed to enable a potential buyer to purchase the property from OREO and proceed with development. He indicated the agreement clarifies that only a short reuse line extension would be needed to connect phases I and II to the reuse system and no offsite improvements are needed to serve phases I and II with water and sewer. The City is essentially guaranteeing treatment capacity for the 387 equivalent residential units that are in phases I and II. The City is only committing to serve phase II when the onsite water and sewer lines are constructed and that is conditional on the City having the funds for construction. The agreement has been revised from twenty (20) percent of the impact fees paid up front to just include initially phase I and then phase II when the water and sewer infrastructure is in place prior to acceptance by the City. This agreement will require the owner grant the City an easement for a sixteen (16) inch waterline through the development extending from Governors Boulevard to Powell Road. He pointed out copies of Exhibit B Master Plan will be attached to the agreement after approval by Council.

Council Member Lewis asked for a status of the improvements in Phase I. Director Pierce indicated water and sewer is completed and in service and the one (1) year maintenance period by the owner is finished and the City is now responsible for that.

City Attorney Rey clarified there are some outstanding improvements for Phase I that have not been completed but are not related to the water and sewer lines.

Council Member Lewis asked if this will affect legal action with the original bond holder. City Attorney Rey replied there are two (2) different bonds that are currently being pursued; Phase I for the outstanding road and sidewalk improvements and Phase II is currently ongoing. The initial part of this agreement refers to that litigation and is contingent upon the City collecting and receiving the funds from that bond. She further clarified that the City's obligation to provide water and sewer service to the particular lots as it is platted is contingent upon the receipt of the funds from the bond litigation for Phase II. Director Pierce pointed out Phase I is platted with water and sewer infrastructure done and Phase II is also platted but with only initial clearing completed at this time.

City Attorney Rey read the legal impact as referenced in the memo into the record as follows: "The Project is currently subject to litigation in the matters styled Westchester Fire Insurance Company v. City of Brooksville and City of Brooksville v. Bond Safeguard Insurance Company relating to the foreclosure on performance and payment bonds which secure the various public works improvements required for final plat approval including roads and water and sewer lines. The attached agreement contains certain provisions which are designed to protect the City's interests in the present litigation".

Council Member Pugh asked if part of the one (1) mgd per day in the reuse facility agreement is being passed on through Southern Hills to the Cascades and indicated is now separate and should not be part of the agreement. Director Pierce replied that was the original plan but it is unclear with Southern Hills in bankruptcy. Attorney Rey stated it is an issue that is tied to the obligations in the underlying development agreement with Hampton Ridge. Director Pierce asserted this agreement allows the City to serve the new development with reuse water if Southern Hills does not perform but it does not void the previous arrangement.

Donna Feldman, an attorney involved in the Southern Hills Plantation project and also assisting in some of the issues regarding the Cascades project, indicated the reclaimed issue is covered by the underlying Hampton Ridge Developers agreement which primarily deals with the Southern Hills Plantation but also gives the developer obligations and rights relative to the reclaimed water because

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

of the infrastructure that has been installed which carries through to the Cascades. Based on that development agreement, there are some private party agreements between Hampton Ridge Developers and the developer/owner of the Cascades project regarding the provision of reuse. As a practical matter, the reclaimed water production is not up as anticipated due to the slow development of homes. As a contractual matter in reliance on the development agreement, it would be difficult to unwind that whole situation. This agreement addresses the lines that need to carry the reclaimed water regardless of who is providing it. The City needs to know that one (1) mgd is utilized in the future when it is produced and the cost for that. The development agreement was amended about nine (9) months ago in response to concern of Council which substantially reduced the entitlement that Hampton Ridge Developers previously had for reclaimed water.

Discussion followed of reuse water and capacity. City Manager Norman-Vacha explained the initial agreement stated there would be capacity rights to the reuse water with no cease- and-desist order. The new agreement established a timeline and Hampton Ridge Developers would continue to be a recipient or purchaser of the reuse water at a marketable price in the future which significantly reduced the City's liability. Council Member Lewis asserted the City is pumping reuse water to the north at a significant cost but pumping it to the south would be at no cost. Director Pierce clarified nobody gets reuse water until the reuse components are built at the Cobb Road Plant. Vice Mayor Bradburn indicated reuse is important for the City and it should not be wasted. She asked does the capacity for phases I and II include the surrounding areas. Director Pierce replied there is capacity based on current flows for about 2,000 to 2,500 equivalent residential units system-wide in that area and pointed out this commitment of capacity is a negotiated point only in this agreement. Vice Mayor Bradburn expressed she wants to see success with these developments because it has been of good quality. She will support the project to jump start some economic activity but with reservations because it is not without risk to the City. Director Pierce commented this is an unconditional commitment of capacity to serve phases I and II of 387 equivalent residential units.

Attorney Feldman clarified the City is not agreeing to any new capacity commitment at this point in time since the Hampton Ridge Developers development agreement provided this capacity. It is negotiated differently from other projects but this restatement reduces the City's liability due to providing for capacity commitment for phases I and II. Previously this agreement addressed the entire development contingent upon improvements etc. and the focus has been narrowed in order to facilitate the phase I development and phase II subject to the City collecting the funds from the bonds. In other words, the City has committed to capacity but not committed to provide service to phase II unless the bonds are collected to construct the infrastructure.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Pugh for approval. Motion carried 5-0.

CITIZEN INPUT

Mayor Bernardini asked for public input; there was none.

ITEMS BY COUNCIL

David Pugh, Jr., Council Member

Simon Tuftagard

He expressed condolences to the Tuftagard family on the loss of their son Simon who was an admirable and enjoyable student of Council Member Pugh.

REGULAR COUNCIL MEETING MINUTES – JULY 20, 2009

Lara Bradburn, Vice Mayor

Senator Paula Dockery

She announced Senator Dockery's staff will be visiting City Hall Council Chambers tomorrow from 9:30 a.m. to 1:00 p.m. and is open to the public for questions and/or information.

Joe Bernardini, Mayor

910, 912 & 914 Hammock Road and 909, 905 & 901 Laurel Ridge Court

He indicated the lawns are flooded because the water is not flowing into the retention pond. Director Pierce indicated he has been there and indicated there is a seven and a half (7 ½) foot wide back lot easement where fences have been built across the flow path. He will send a crew over to dig in the easement with permission from one of the residents. In his opinion it is a private matter and the residents on Hammock Road need to dig a swale or ditch from their backyards out to the road to get the water out faster. The land slopes down from Laurel Ridge Court to Hammock Road. There is tremendous runoff that is funneled into that retention pond that drains out under Hammock Road. Vice Mayor Bradburn asserted awhile ago she took pictures of different swales and drainage areas around the City and some were along Hammock Road. The swales had pipes that were not of sufficient capacity to handle the flow of water and cleaning them out could alleviate some drainage issues, as discussed in last years budget workshops. Director Pierce pointed out on Hammock Road from North Avenue the driveway culverts are grossly undersized and debris catches so they are periodically blown out and suggested the City install new larger culverts. It is City policy that the driveway and culvert underneath it is the private individual's responsibility for upkeep.

Marcum Road

There is a water leak with a terrible odor. Director Pierce indicated the health department is looking into a non functional septic tank issue. In an unrelated issue Public Works has taken water samples for testing along Mondon Hill Road.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:52 p.m.

City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
MINUTES**

August 3, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, and Richard E. Lewis present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present. Absent were Council Member Pugh and Emory Pierce, Director of Public Works.

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

Veterans Appreciation Parade November 14, 2009

Consideration of request to waive fees for the street closures and traffic control cost of \$503.

Anna Liisa Covell and Rose Rocco, Operation Pride Representative, requested a waiver of fees. Operation Pride will be sponsoring the parade this year and will provide a certificate of insurance. The parade will be November 14, 2009.

Mrs. Covell asked that the Farmers Market be moved for that day. The City Manager will request the move.

Mrs. Rocco thanked Council for their continued support of the parade. Mrs. Covell acknowledged Rosanne Tosage, a member of the American Legion Post 99, for her support along with Ed Baker and Barbara Perkins.

Vice Mayor Bradburn spoke in support of the parade and it's meaning.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval. Motion carried 4-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Progress Energy Presentation of Rebate

Presentation of rebate check for energy efficient light retrofits the City has begun installing.

Gary Renfro of Progress Energy presented the check and expressed appreciation for the City's efforts in energy efficiency.

Mayor Bernardini and Mike Walker, Director of Parks, Facilities & Recreation accepted the check.

City Manager Norman Vacha reviewed the savings thus far and indicated the City is continuing in its efforts for energy efficiency. She advised the City may save \$2,300 per year in electric costs, even

REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

with expanded use of Jerome Brown Community Center.

Vice Mayor Bradburn affirmed the cost savings at her home by changing to energy efficient bulbs.

Hernando County Health Department – Smoke-Free Campus

Presentation of “Save Lives, Save Money” Make your Business Smoke-Free.

Karen Gidden, Heart Healthy Hernando Program Coordinator, and Lisa Hammond, Drug-Free Coalition for Hernando County, reviewed the program and statistics of smoking. They thanked the City for participating in their efforts for a tobacco-free environment and encouraged Council to adopt a non-smoking policy for the City’s employees.

Rich Linkul, Marketing Director, from Oak Hill Hospital and Corey Lively, CEOO, from Brooksville Regional, informed Council of the hospitals’ efforts in going tobacco-free and encouraged Council to do so as well.

Further, Karen Gidden reviewed possible resources for those trying to stop smoking and indicated they also hold smoking cessation classes. She urged Council as well to make a commitment.

Vice Mayor Bradburn commended everyone on their efforts in support of the program.

City Manager Norman-Vacha thanked them for contributing in the wrapping of the Recreation Department’s bus with the “Be Free” Tobacco-Free campaign.

Council Member Lewis, also a member of the coalition board, expressed the importance of implementing such a program on all City property.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn to add the item to the agenda. Motion carried 4-0.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval to implement the program by directing staff to come up with a written policy. Motion carried 4-0.

Great Brooksvillian Selection

Review and selection of nominations for the 2009 award nominees as recommended by the Screening Committee.

John Tucker addressed Council and indicated the Committee made their recommendations as indicated in the packet.

Vice Mayor Bradburn gave her perspective on this year’s nominees. She encouraged Council to consider Joseph C. Weeks, Sr., of Week’s Hardware, since he represents “Main Street America” and has endured many years in business.

Council Member Lewis thanked the Committee for their efforts.

Council took a 10 minute recess during which they voted and City Clerk Peters tallied the votes.

Mayor Bernardini indicated Mr. Joseph C. Weeks, Sr. had been chosen as the 2009 Great

REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

Brooksvillian.

CITIZEN INPUT

Mayor Bernardini asked for citizen input.

Kojack Burnett indicated Mr. Tucker did not state his name for the record and congratulated Mr. Weeks.

Rose Rocco, Commissioner and Chair of the Community Initiatives Team for the South Brooksville area, thanked Council for working with them to achieve some positive aspects for that area which helps the economic growth for the entire County. Vice Mayor Bradburn thanked her for supporting the revitalization of not only South Brooksville, but Historic Brooksville.

Barbara Cherry advised she loves Brooksville and spoke on behalf of Dan Patrick, who was nominated for the 2009 Great Brooksvillian.

CONSENT AGENDA

Department of Corrections - Work Crew Contract #WS407 Amendment

Consideration of Inmate Work Squad Contract #WS407 for an amount not-to-exceed \$56,467.

Parks & Recreation Surplus

Consideration of surplus to be disposed of at the next public auction held in conjunction with the Hernando County Board of County Commissioners/Hernando County School Board.

Sewer Rehab: DEP Agreement No. LP6006 - Amendment No. 3

Consideration of approval of Amendment and transfer of Funds from "Professional Services" to "Construction".

Mallett Settlement Agreement

Consideration of approval of the Mediation Settlement Agreement in taking of property for Wiscon Road water and sewer lines and authorize budget amendment.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Johnston for approval of Consent Agenda. Motion carried 4-0.

PUBLIC HEARINGS

Mayor Bernardini called for proof of publication. City Clerk Peters indicated Item G-1 had been published in the legal section of the Wednesday, July 22, 2009, Hernando Today edition of the Tampa Tribune.

Alcoholic Beverage Location Permit

Consideration of Category "A" Permit for the property located at 128 N. Broad St.

Director of Community Development reviewed the specifics of the permit request and recommended approval of the application.

Council Member Johnston questioned the distance to the church as indicated on the application since he believes it is closer to the park. Director Geiger specified he would confirm the distance and

REGULAR COUNCIL MEETING AGENDA -- AUGUST 3, 2009

pointed out there is a similar location a block away that was approved within the past year.

Attorney Rey indicated the application reference of D.B.A. (Doing Business As) "Enchiladas" is not on file as a registered fictitious name with the Department of State and permits will be issued to the corporate entity.

Mayor Bernardini asked for public input; there was none.

Council Member Johnston indicated for the record he is co-owner of a corporation that owns an adjacent property.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval. Motion carried 4-0.

REGULAR AGENDA

Ordinance No. 754-B – Firefighters' Retirement Trust Fund Amendments

Consideration of approval of ordinance amending City of Brooksville Firefighters' Retirement Trust Fund, inclusive of retirement contribution rates for 2009-10.

Tim Mossgrove, Fire Chief and Chair of the Firefighters' Pension Trust fund briefly reviewed the changes in the ordinance. Also present was Scott Christiansen, Board Attorney.

City Clerk Peters read Ordinance No. 754-B by title, as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND, ADOPTED PURSUANT TO ORDINANCE NO. 525-I, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 5, CONTRIBUTIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 16, DISTRIBUTION OF BENEFITS; AMENDING SECTION 17, MISCELLANEOUS PROVISIONS; AMENDING SECTION 18, REPEAL OR TERMINATION OF SYSTEM; AMENDING SECTION 19, DOMESTIC RELATIONS ORDERS, RETIREE DIRECTED PAYMENTS, EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY; AMENDING SECTION 21, FORFEITURE OF PENSION; AMENDING SECTION 26, DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS, ELIMINATION OF MANDATORY DISTRIBUTIONS; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 29, PRIOR FIRE SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval.

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

Council Member Johnston	Aye
Council Member Pugh	Abs
Council Member Lewis	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

Ordinance No. 766-B – Cost Recovery Revision

Consideration of revisions to the Ordinance for cost recovery, which contains amendments as necessary to comply with Senate Bill 2282 as signed into Florida Law effective July 1, 2009.

City Attorney Rey reviewed the revisions and pointed out two (2) changes in Section 2; adding a definition addressing first responder and removing items E and F addressing motor vehicle incidents and cost recovery and clarifications on hazardous materials.

Vice Mayor Bradburn indicated she spoke with the Governor on the Senate Bill prior to the legislature adopting it to no avail and expressed her desire in working with his office to add in provisions that were lost in the Senate Bill. The City's legal staff will address some of his concerns to perhaps get back next year what was lost this year. On page 2 of the ordinance she would like any references to SB2282 be removed as it is an annual number and should only reference the Florida Statute.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval as amended.

City Clerk Peters read Ordinance No. 766-B by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE AMENDING ORDINANCE 766; RESTRICTING REIMBURSEMENT OF COSTS FOR FIRST RESPONDERS TO MOTOR VEHICLE ACCIDENTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Motion carried 3-1 upon roll call vote, as follows:

Council Member Pugh	Abs
Council Member Lewis	Aye
Council Member Johnston	Nay
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

Council Member Johnston indicated he voted nay due to the general concept of providing basic service of police and fire to the public.

REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

Waste Disposal Agreement with Sumter County

Consideration Interlocal Agreement with Sumter County for backup waste disposal plan.

City Attorney Rey reviewed the proposed agreement and indicated conflict waivers were obtained by the City and Sumter County. This agreement covers a certain tonnage to allow the City, in the event that there is a need, be diverted for solid waste disposal to the Sumter County landfill. The agreement is comparable to other arrangements that the County is currently making with surrounding communities.

Vice Mayor Bradburn reiterated waivers were previously submitted to Council in regard to the City attorney representing Sumter County.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Lewis for approval. Motion carried 4-0.

On a related note, Council Member Johnston suggested utilizing Lake County's incinerator for waste disposal in going with green initiatives.

City Manager Norman-Vacha declared the County will be meeting with Citrus County to discuss shared cooperative efforts and agreed with alternative methods being investigated for the future.

Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

Attorney Rey reminded Council that these policies will not apply to the departments that are currently subject to collective bargaining negotiations or in a collective bargaining process until such time as they have either agreed to the terms or waived their right to bargain or have been incorporated into a collective bargaining agreement.

Section 1.10 Safety & Accident Reporting

City Attorney Rey reviewed the amendment, which is intended to replace two (2) current policies. Both section 1.10 and section 3.8 addresses the City's procedure with respect to accident reporting and general return-to-work and light duty type assignments.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval. Motion carried 4-0.

Section 1.10 (A) Workplace Violence Prevention

City Attorney Rey reviewed the new policy being proposed and indicated it is designed to outline the process and the methods that the City takes to minimize exposure to or incidents of workplace violence.

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Bradburn for approval. Motion carried 4-0.

REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

CITIZEN INPUT

Kojack Burnett advised that since Mr. Patrick had been nominated twice for Great Brooksvillian he should be appointed next year.

Barbara Cherry elaborated on living in Brooksville recognizing poverty in the city similar to her home town.

ITEMS BY COUNCIL

Joe Johnston, Council Member

Manhole cover on Jefferson Street and Brooksville Avenue

He expressed his concern with FDOT placing traffic cones on the sidewalk. City Manager Norman-Vacha assured him staff is continuing to convey concern over the matter.

Lara Bradburn, Vice Mayor

Condolences

She expressed condolences to the serviceman's family whose life was recently lost in the war and asserted the importance of reaching out more to servicemen and women to let them know their service to the world is noticed and appreciated.

T. Jennene Norman-Vacha, City Manager

Next budget meeting

She reminded Council the next budget meeting is scheduled for next Tuesday evening, August 11, 2009 at 6:00 p.m. in the City Council Chambers focusing on funds other than the general fund.

Joe Bernardini, Mayor

Appreciation to the military

He expressed appreciation to the military and veterans. He wished troops a safe return and condolences to the families of those that did not return.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:30 p.m.

City Clerk

Attest: _____
Mayor

Memorandum

To: Honorable Mayor and City Council Members

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

From: Janice L. Peters, CMC, City Clerk *Janice L. Peters*

Date: September 3, 2009

Subject: Award of Hydraulic Elevator Modernization One (1) Passenger Elevator – Bid Number PR2009-10

A bid opening was held at 3:00 p.m. on Friday, August 21, 2009, in the City Hall Council Chambers for the subject project. As a result, 5 sets of bids were received. The three lowest are as follows:

CONTRACTOR BASE BID	MOWREY ELEVATOR CO.	THYSSENKRUPP ELEVATOR	AMERITECH ELEVATOR
	\$39,500.00	\$39,535.00	\$41,048.00
NOTICE TO PROCEED	21	153	10
ALTERNATE BID	\$11,000.00	N/A	N/A

Mowrey Elevator Co. was the low bidder for the Hydraulic Elevator Modernization Bid and is the only company that submitted an alternate bid. Mowrey Elevator Co. submitted a complete bid package, whereas ThyssenKrupp Elevator did not submit three references and Ameritech Elevator did not submit a bid bond.

Financial Impact

General Government Account Number 001-009-510-55620 has \$60,000 available in the current Fiscal Year 2008/2009.

Legal Impact

Only after all additional documents are received, reviewed and approved by Legal Counsel will the City sign an Agreement for Contractor Services for the subject work.

Recommendation

Based on the above and the attached memo, staff recommends that Council approved awarding the BASE BID for the Hydraulic Elevator Modernization Bid to Mowrey Elevator Co. for the not to exceed amount of \$39,500.00 and the ALTERNATE BID to Mowrey Elevator Co. for the not to exceed amount of \$11,000.00 and authorize the Mayor to sign the Agreements for Contractor Services when all documents have been reviewed by the City Attorney.

CITY OF BROOKSVILLE

Parks Department

MEMORANDUM

TO: T. Jennene Norman-Vacha, City Manager

FROM: Howard S. Jackson, Facilities and Grounds Supervisor *HS*

DATE: September 03, 2009

SUBJECT: Elevator Pump repair

As part of the Elevator upgrade bid process, alternate bids were accepted for additional work. Mowrey Elevator was the only company to submit a bid. The bid was for the replacement of the hydraulic pump, at a price of \$11,000.

I recommend we accept their bid and have the pump replaced at this time.

Considering the age of the existing pump and condition, showing signs of wear and a slight oil leak in the seals it is a smart move to have it replaced along with the other work. This will limit the down time and ward off future pump problems.

With the Elevator contract going out for bid this year I believe it is in the best interest to the City to have our equipment running in top form, to prevent any future breakdowns/costs.

If I can be of any further assistance please feel free to contact me.

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager
Via: Bill Geiger, Community Development Director
From: Steven E. Gouldman, AICP, City Planner
Subject: Award of Landscaping – US 41 & SR 50 (Project Bid No. CD2009-08)
Date: September 21, 2009

General Information:

At the May 4, 2009 City Council meeting, staff was authorized to proceed with obtaining bids for the purchase, installation and initial maintenance of landscaping material for the medians located in the vicinity of Broad Street (U.S. 41) and Ponce De Leon Boulevard (U.S. 98) as well as near the Broad Street and Cortez Boulevard (S.R. 50) intersection.

A bid opening was held at 3:00 p.m. on Friday August 28, 2009 in the City Hall Council Chambers for the above-referenced project. Two sets of bids were received and are as follows:

CONTRACTORS	PAFF LANDSCAPE, INC., BROOKSVILLE, FL	VILA & SON LANDSCAPING CORP., WINTER GARDEN, FL
BASE BID	\$56,046.00	\$60,833.00

As is indicated above, Paff Landscape, Inc. is the lowest responsive bidder. The Company submitted a complete bid.

Budget Impact:

The City entered into a Landscape Reimbursement and Maintenance Agreement with the Florida Department of Transportation (FDOT) on May 23, 2008 which provides the City \$150,000 for the installation of landscape improvements for the medians within US Highway 41 and new landscaping in medians near the Broad Street and Cortez Boulevard intersection. On August 18, 2008, City Council selected Bellomo-Herbert and Company, Inc. to perform landscaping design services for the project. The FDOT Landscape Reimbursement and Maintenance Agreement provides for the completion of the landscaping in the two islands that are now partially landscaped on SR 50 and the replacement of the Juniper in the median islands on US 41 with plants that are hardier and less disease prone. Direct costs for the landscaping project will be paid by the City and later reimbursed by the Florida Department of Transportation.

Legal Statement:

The bid process has employed the procedures detailed in the City's adopted "General Instructions and Conditions" guidelines for bids and proposals. Selecting a firm to complete the project is a legislative determination that may be conducted under the City's home rule authority.

Recommendation:

It is recommended that the City Council approve awarding the bid to the lowest responsive bidder, Paff Landscape, Inc., for the Bid amount of \$56,046.00, and authorize the Mayor to sign the appropriate related document(s) following review and approval by the City Attorney. Staff has met with Paff Landscape, Inc. and discussed the scope of the project. At least one additional pre-construction meeting will be held with the firm.

***Enclosures:**

1. Bid Opening Minutes for Bid No. CD2009-08
2. Pre-Bid Meeting Minutes
3. Council Meeting Minutes Excerpt from May 4, 2009

*Bids documents are available for review in the City Clerk and Community Development Department's offices.

**BID OPENING MINUTES
BROOKSVILLE MEDIANS SR50 & US41
BID NO. CD2009-08**

August 28, 2009

3:00 p.m.

A Bid Opening was held at approximately 3:00 p.m. on Friday, August 28, 2009, in the City Hall Council Chambers for the **BROOKSVILLE MEDIANS SR50 & US41 BID NO. CD2009-08**. Janice Peters, City Clerk, Bill Geiger, Community Development Director, Steve Gouldman, City Planner, Pat Jobe, Planning and Zoning Coordinator, and Kim Harsin, Deputy City Clerk/Recording Secretary were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the July 31, 2009, edition of the Hernando Today with a closing date and time set for 3:00 p.m. on Friday, August 28, 2009. Addendum Number 1 was issued on August 3, 2009 and Addendum Number 2 published on August 15, 2009.

As a result, 2 sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form, 5% Bid Bond or Cashiers Check/Certified Check, Public Entity Crimes Sworn Statement, Drug-Free Workplace Certification, three (3) references from similar work with correct phone numbers and contact names and one (1) original notarized signature version and two (2) copies.

The following company's submitted bids, which were opened in no particular order, and the results read as follows:

1. Vila & Son Landscaping Corp., Winter Garden, FL

BASE BID \$60,833.00

All required documentation included; Drug Program Implemented;
Acknowledged receipt of both addendums; Reference list; 5% Bid Bond

2. Paff Landscape, Inc., Brooksville, FL

BASE BID \$56,046.00

All required documentation included; Drug Program Implemented;
Acknowledge receipt of both addendums; Supplementary schedule of units;
Summary of pay items; reference list; two (2) Cashiers checks in the amount
of \$2,783.25 and \$19.05

City Clerk Peters asked if there were any questions, there being none she indicated the bid opening closed at 3:08 p.m.



Kim Harsin
Recording Secretary

**CITY OF BROOKSVILLE
PRE-BID MEETING MINUTES
BROOKSVILLE MEDIANS SR50 & US41
BID NO. CD2009-08**

August 14, 2009

10:00 A.M.

A Pre-Bid Meeting was held at approximately 10:00 a.m. on Friday, August 14, 2009, in the City Hall Council Chambers for **BROOKSVILLE MEDIANS SR50 & US41 BID NO. CD2009-08**. Janice Peters, City Clerk, Bill Geiger, Community Development Director, Steve Gouldman, City Planner, Pat Jobe, Planning and Zoning Coordinator, Glenn Herbert, Bellomo-Herbert and Kim Harsin, Deputy City Clerk and Recording Secretary were in attendance.

Director Geiger gave a brief overview of the scope of work included in the bid.

Director Geiger addressed questions concerning the bid as follows:

Glenn Herbert asked if the City will be removing the Indian Hawthorne (located in the nose of the SR 50 medians) before the contractor does their planting. Bill Geiger responded the contractor will remove the Indian Hawthorne and provide it back to the City.

Lew Myhre of Ocala Landscape Management asked if an irrigation plan is included in the scope of work. Glenn Herbert replied that it is not included in the bid. Bill Geiger further elaborated the City will provide drip tubing to be installed by the contractor in specified medians prior to installing the plant materials.

Lew Myhre asked will the job be done during the day or at night. Bill Geiger replied it can be done during the day as long as it is coordinated with DOT following their direction for maintenance of traffic and right of way safety.

Mike Hughes pointed out that there is no availability for water in those medians south of Veterans Avenue on US 41 and SR 50. Glenn Herbert further elaborated a good plan for the initial soaking is included in the specifications and will be a part of the project.

Bill Geiger explained that since an Invitation to Bid did not get mailed to the City's vendors bid list, an addendum will be added stating that this pre-bid meeting is not mandatory and contractors would not be disqualified if they did not attend. Additionally, the addendum will state that any questions that bidders may have must be submitted in writing to the City Clerk and received no later than August 21, 2009.

City Clerk Peters indicated the addendum will be published in the newspaper and on the web site as soon as possible.

The pre-bid meeting concluded at 10:22 a.m.


Recording Secretary

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of Ordinance No. 768A.

City Clerk Peters read Ordinance 768-A by headnote as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING AMENDMENTS TO THE FUTURE LAND USE MAP AND ELEMENT OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Johnston	Aye
Council Member Pugh	Aye
Council Member Lewis	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

REGULAR AGENDA

Median Landscaping on US 41 & SR 50

Update of the design plans for median landscaping on U.S. 41 and State Road 50, provided by Bellomo-Herbert & Company.

Steve Gouldman, Community Development Planner, indicated this is a request for Council to review and provide comments and direction to staff regarding landscape plans for the medians located in the vicinity of Broad Street and Ponce De Leon Blvd. as well as those near Broad Street and Cortez. Also, staff requests authorization to advertise for bids if one of the options is selected by Council. He briefly reviewed the agreement with FDOT for improvements in the medians on U.S. 41 and new landscaping on Cortez, as well as the contract with Bellomo-Herbert to provide the landscaping design plans.

Plans approved by FDOT, after meeting with the Garden Club, Staff and Vice Mayor Bradburn, were provided to Council. After further discussions between Mr. Herbert and Vice Mayor Bradburn, alternative plans were designed and included in Council Packet but not reviewed by FDOT as of this point.

Staff recommended Council review all designs and determine a course of action. Should City Council approve the FDOT approved plans, staff recommended Council also authorize staff to solicit bids for the purchase, installation and one year maintenance of the landscaping material. If Council prefers the alternative design, it is recommended Council direct staff to ensure that the alternative designs are submitted to FDOT.

Glenn Herbert, of Bellomo-Herbert & Company, added that the plans have not been officially been approved by FDOT but would be pleased to proceed at Council's desire.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Mr. Herbert stated Bulbine is a succulent grass that looks like Society Garlic with a yellow-orange flower. The medians are fairly narrow with site triangles all over so there are very few places to use anything higher than eighteen (18) inches. Knock Out roses are hearty except after the hurricanes in 2004 there was a Chilean threat that caused problems in some areas. There are very few plants are maintenance free but try to pick the ones that do most good and maintain under less than desirable conditions. Knock Out roses give a good splash of color. They bloom during the warm months and drop off during the winter but remain with green leaves.

Vice Mayor Bradburn stated she is partial to Daylilies. She and Mike Hughes, the new landscape person, visited with an extension office to determine which plants would thrive in conditions like that. She advised Society Garlic, Liriope and Bulbine are easier to care for and Daylilies will do extremely well in limited sets.

Mr. Herbert stated different varieties of Daylilies bloom at different times with different types of flowers and will use the evergreen variety. He has used them for forty (40) years with great success blooming for a month or two (2) and they are pretty tough too.

Mayor Bernardini asked about flowering peanut grass. Mr. Herbert replied FDOT stated that Brooksville gets colder than anyplace else and it won't grow well. He was in Palm Coast a couple days ago and they have them in all the medians.

Vice Mayor Bradburn stated she took a trip to Naples noting along US 41 there were full grown Oak trees and quite extensive landscaping in the medians. There were different perennials and annuals to year-round evergreens. During a meeting with DOT representatives last week, they stated they did not like the Coonties either but loved the Knock Outs and everything else on the new list. She suggested the list be narrowed down further tonight and give DOT the choice to say yes or no. Discussion continued of planting possibilities. Mayor Bernardini's choices were the Knock Out Roses, Oleanders and Plumbagos.

Council Member Pugh stated he is not a big fan of dealing with landscaping plans. If it works somewhere else it does not necessarily work well here. He asked if there are irrigation systems in the area. Mr. Herbert replied he is also concerned since there are only irrigation systems in two (2) of the areas. Roses, Oleanders and Plumbago are more drought-tolerant. Liriope is a great plant but if you do not water it will not do well. Council Member Pugh stated his concerns and would recommend something more drought-tolerant.

Council Member Pugh was concerned with maintenance as far as having someone out there every week to maintain. Plumbago grows pretty fast and gets thick and drips over and if it can't be maintained without shutting down a road that could be a problem. Another concern is from a personal safety point of view where drivers are gazing at the pretty flowers. He is also concerned with spending money on planting again but he does not have a problem with whatever DOT will do and will not circumvent the process. He is in favor of trying to get everyone into the picture. Reviewers have guidelines and to go around them is not helpful.

Mr. Herbert felt very comfortable with the initial set of drawings submitted to DOT but there are other plants that could be used. One of the areas to use the Knock Out Roses was medians with the irrigation and he is less comfortable with Highway 50 because it is barren.

Council Member Johnston stated he prefers Roses and Plumbago in wider areas.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Council Member Pugh would like to submit in writing a list of plants to the City Manager and move forward. The Vice Mayor has some good input as to what she wants to see.

Vice Mayor Bradburn stated this is a vast improvement from a couple weeks ago. FDOT reps were happy with some of the pictures and she is confident they will agree with the choices.

Council Member Lewis stated it does not matter to him what particular plant but it has to be hearty, low maintenance and drought-tolerant.

Council Member Pugh would like a memo with the final decision and to let the City Manager know if there is a problem. This is to streamline the process and get the landscape architect to submit plans to DOT.

Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

a) ***Section 3.00 Recruitment***

Attorney Rey indicated this is a replacement policy with respect to filling vacancies and veteran's preference.

Council Member Johnston suggested Item 3-D should read "will be".

City Manager Norman-Vacha stated on Item 3-F that Human Resources will run concurrent "postings", both for internal and external candidates. Attorney Rey suggested removing "Human Resources" and should read "Job postings for internal and external candidates will occur simultaneously or concurrently".

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval with noted changes. Motion carried 5-0.

b) ***Section 3.06 Employment of Family Members***

Attorney Rey indicated this section replaces current policy. The proposed policy is adopted in accordance with Florida Statutes with respect to both public officials and employment of relatives within city employment. It provides a specific definition for a family member and procedures to account for if or when someone becomes a family member while employed by the City or is a family member upon application.

Council Member Johnston indicated grandchildren should be included and "current" before parents should be removed. Changes are not retroactively effective and will not apply to employees in collective bargaining units.

City Attorney Rey clarified the definition of "Family Members" as it relates to this section as defined by Florida Statutes. City Manager Norman-Vacha clarified that family members cannot supervise other family members.



Memorandum

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, CMC, City Clerk

Subject: Surplus Equipment & Vehicle

Date: September 3, 2009

Various departments throughout the City have submitted a list of property determined to be obsolete, inoperative or otherwise no longer feasible in the City.

A joint County/School Board/City auction is tentatively scheduled for November 7, 2009. With Council's approval, items will be forwarded for inclusion of the auction.

Financial Impact

All saleable items will be delivered to the auction site compound at the School Board Offices. The items that can be put together and sold as one pallet will be combined and the remainder of pieces of equipment will be sold as is. Revenues received will be deposited in the appropriate revenue fund. Any items determined to have no value will be disposed of at the County landfill.

Legal Impact

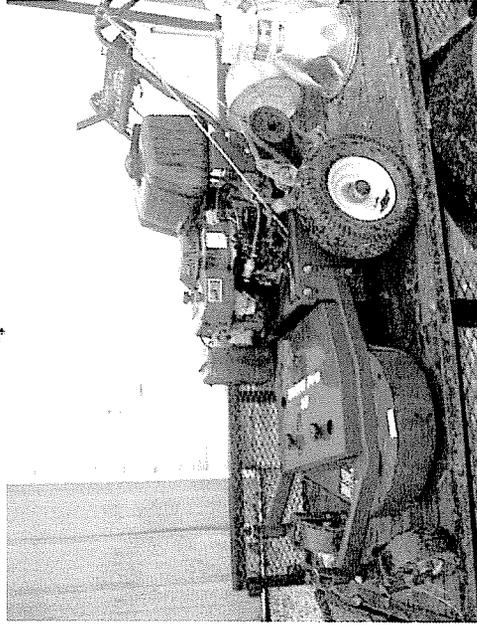
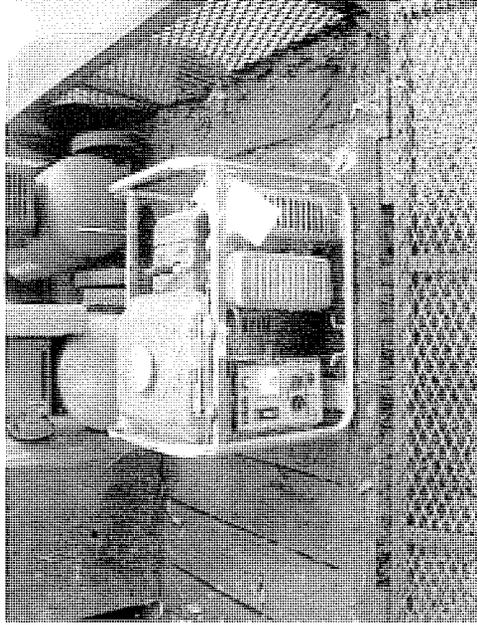
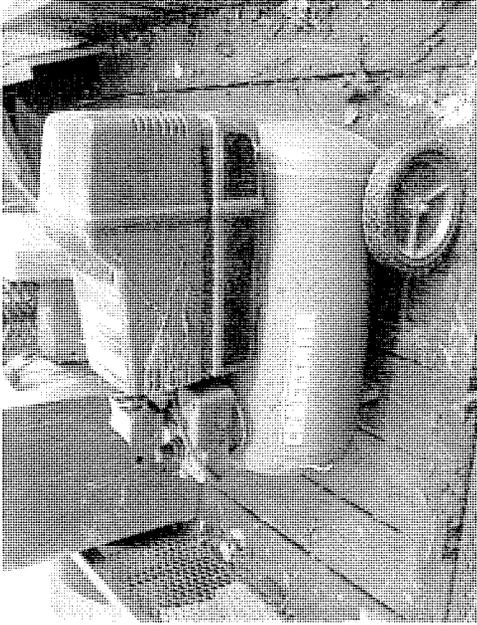
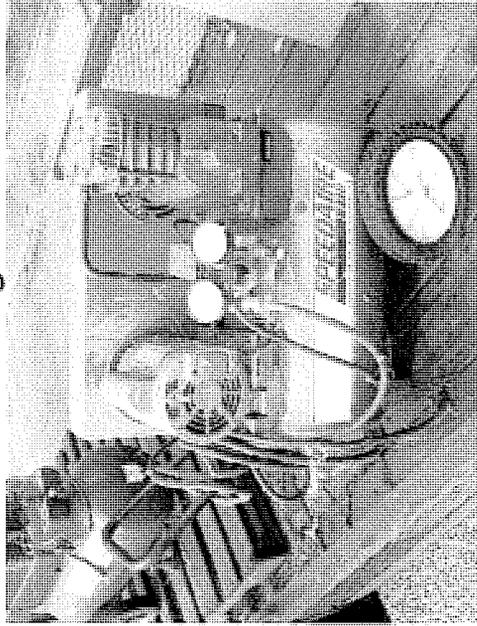
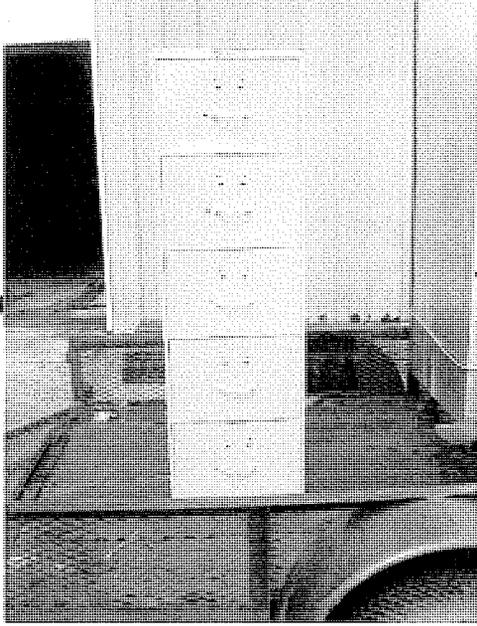
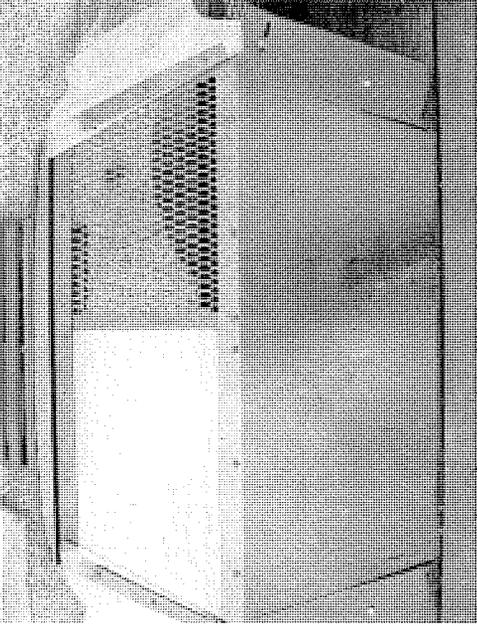
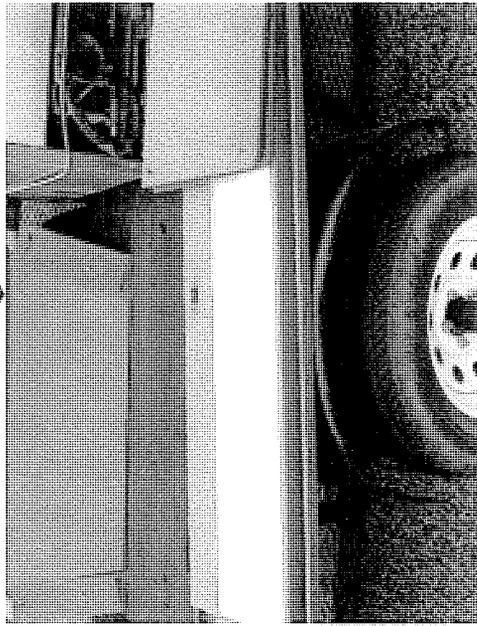
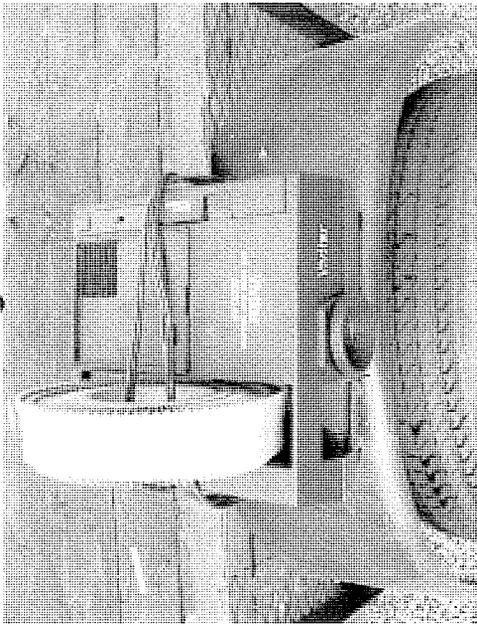
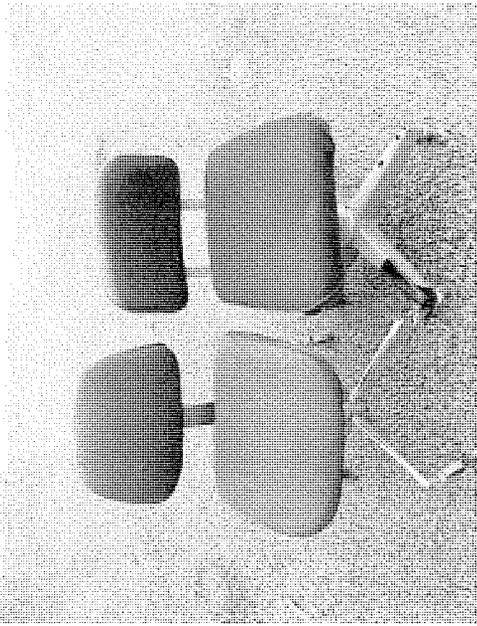
City Council has the authority to declare items surplus it deems no longer useable.

Recommendation

City Council to declare items included on the attached lists "surplus" and authorize the City Manager to dispose of through joint auction or as appropriate.

Various City Departments Surplus Listing:

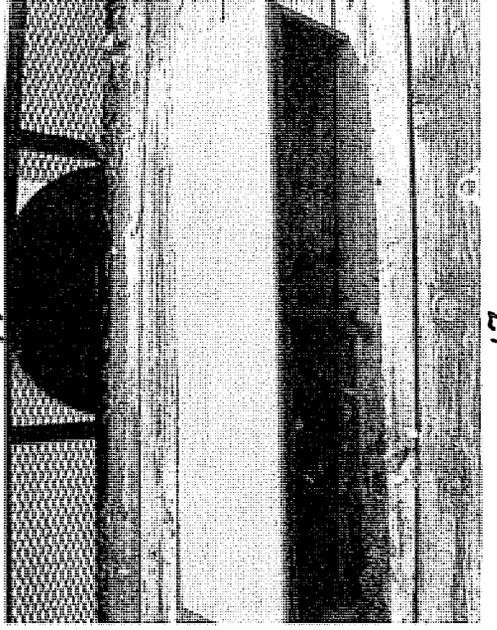
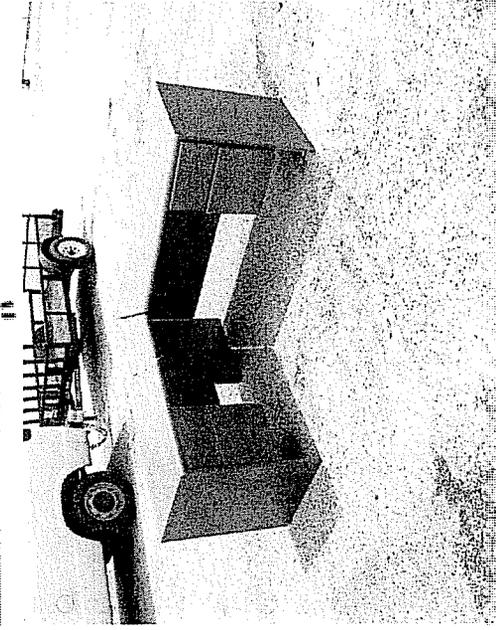
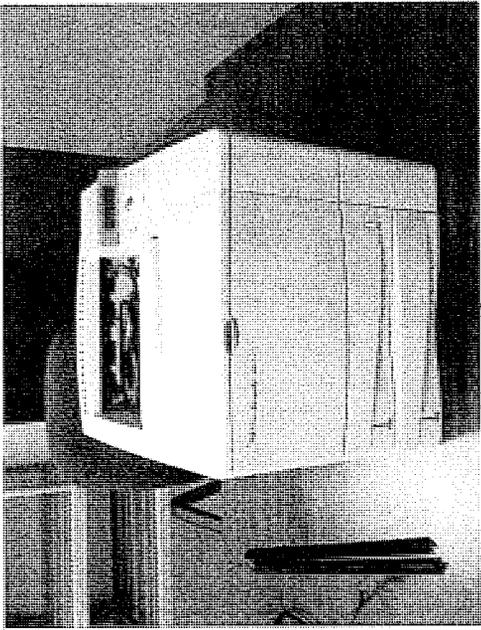
1	Craftsman compressor model #919155613
2	Police car divider
3	2 – rolling chairs
4	Yamaha generator EF1400
5	File cabinet 4-drawer
6	Vivatar 5000AF slide projector
7	Snapper 36” mower, serial #11263687, model #SPE150KH
8	Speedaire compressor
9	Herman Miller light
10	Small table with miscellaneous racks
11	HP laserjet printer 4000T
13	Desk section
14	L shaped desk
16	Small bookcase
17	shelf
19	Laminate wood desk
20	1999 Dodge Stratus, vehicle #138, VIN #1B3EJ56H2XN627911, F/A #1289 from the Finance Department
21	Desk organizer



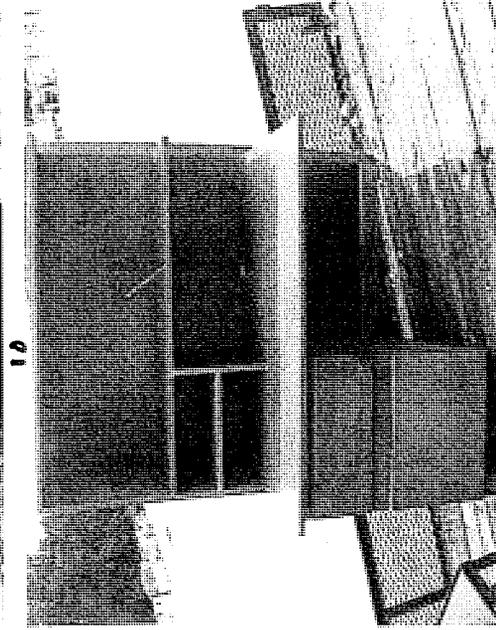
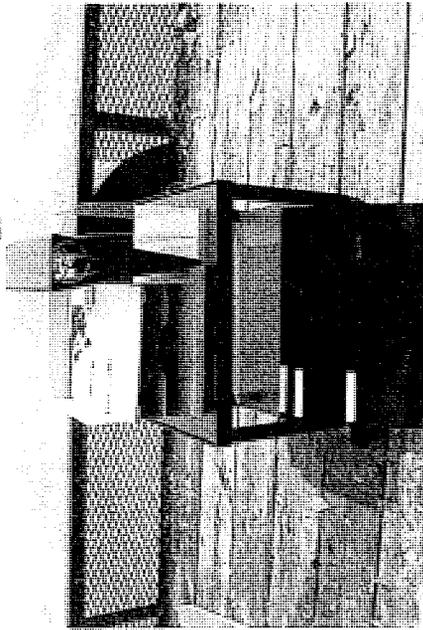
9

8

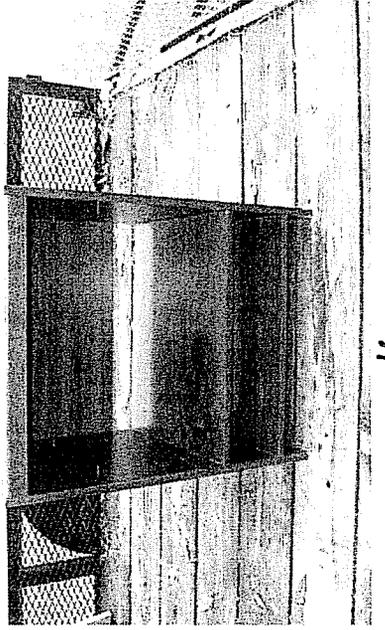
7



17



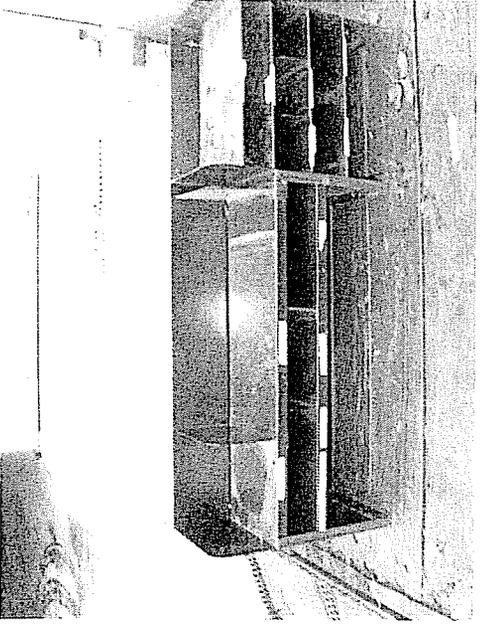
15



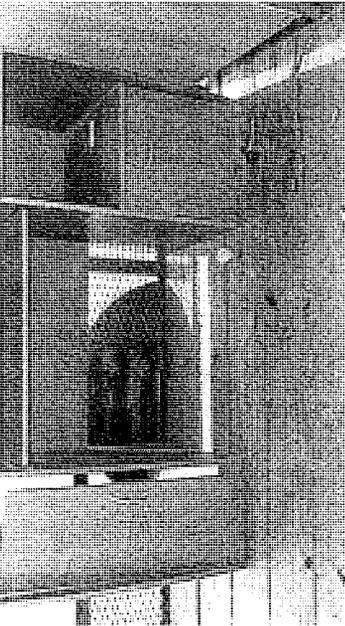
16



20



21



19

Mfr	Type	Model	S/N	Qty
Dell	Monitor	E172FP	CN-0M1609-46633-44D-1V5S	1
SYS	Monitor	SYS-1510P	FAE07459M0E	1
SmithCorona	Typewriter	WordSmith	Y102A00410	1
Sharp	Calculator		6C06720X	1
Brother	Fax	Intellifax 885MC	U56584A7K657224	1
Radio Shack	Phone			1
Samsung	Phone			4
GBC		Heat Seal	TH43831H	1
GBC		Heat Seal 95	MIG2475	1
Viewsonic	Monitor	#771	AY93102083	1
HP	Printer	Deskjet 6540	MY55B4R0X2	1
HP	Printer	Deskjet 5550	MYZBK1F20P	1
Panasonic	Phone	KX-TSC14W		1
HP	Printer	Deskjet 920C	CN23P1N39D	1
Various	Speakers			2Sets
Various	Keyboards			5
Lexmark	Printer	Z54	200087674	1
Canon	Printer	BJC-250	EJH78305	1

Disposal Type (Check One)
 Auction: Trash: _____
 Trade In: _____ Stolen: _____

To Be Completed By Hernando County Purchasing.	
Sale No.	_____
Item No.	_____

**City Inventory - Form I-2
 (Deleting Tangible Property)**

City of Brooksville Assigned Property Number: _____ 013-073
 Delete From: Dept Name _____ PD _____ Dept No _____
 Transfer To: Disposable Property Status _____

EQUIPMENT DESCRIPTION:

Purchase Date _____ (Date of Payment)
 Year _____ Owned Leased _____
 Description of Equipment _____ Computer _____
 Manufacturer and Model _____ Clone _____
 Identification or Serial Number _____ 11496887 _____

For All Automobiles, Trucks and Construction Equipment:
 Odometer or Hour Reading _____
 License Tag Number _____ (If Applicable)

Purchased From _____
 Name of Vendor _____

Purchase Price \$ _____
 (To Include Shipping Charges)

Trade In (If Applies) _____
 Current Condition _____ Poor _____ Current Estimated Value \$ _____ 10.00 _____
 (Poor, Fair, Good, New)

Reason For Action _____ Obsolete _____
 (No longer needed, Obsolete, Vandalized)

Notes: _____
 (Too costly to repair, Used for parts, Upgraded)
 Date Deletion/Transfer to be Effective: _____

 Signature Position Date

Remove property tag from equipment and attach here:

To Be Completed By Hernando County Purchasing:	
Equipment Received at Compound:	_____ (Date)
Received By:	_____
Form I-2 Received by Purchasing:	_____
Signature:	_____
Purchasing Agent or Authorized Purchasing Employee	

Disposal Type (Check One)
 Auction: Trash: _____
 Trade In: _____ Stolen: _____

To Be Completed By Hernando County Purchasing:	
Sale No. _____	_____
Item No. _____	_____

**City Inventory - Form I-2
 (Deleting Tangible Property)**

City of Brooksville Assigned Property Number: _____ 00737
 Delete From: Dept Name _____ PD _____ Dept No _____
 Transfer To: Disposable Property Status _____

EQUIPMENT DESCRIPTION:

Purchase Date _____ (Date of Payment)
 Year _____ Owned _____ Leased _____
 Description of Equipment _____ Laser Printer
 Manufacturer and Model _____ HP LaserJet 4000 TN
 Identification or Serial Number _____ USNC124519

For All Automobiles, Trucks and Construction Equipment:
 Odometer or Hour Reading _____
 License Tag Number _____ (If Applicable)

Purchased From _____
 Name of Vendor _____

Purchase Price \$ _____
 (To Include Shipping Charges)

Trade In (If Applies) _____
 Current Condition _____ Fair _____ Current Estimated Value \$ _____ 20.00
 (Poor, Fair, Good, New)

Reason For Action _____ Obsolete _____
 (No longer needed, Obsolete, Vandalized)

Notes: _____
 (Too costly to repair, Used for parts, Upgraded)
 Date Deletion/Transfer to be Effective: _____

 Signature Position Date

Remove property tag from equipment and attach here:

To Be Completed By Hernando County Purchasing:	
Equipment Received at Compound: _____	_____ (Date)
Received By: _____	_____
Form I-2 Received by Purchasing: _____	_____
Signature: _____	_____
Purchasing Agent or Authorized Purchasing Employee	

FINANCE 138
IN 50058581
BY 8570
RF 20168808

2
L# 7215

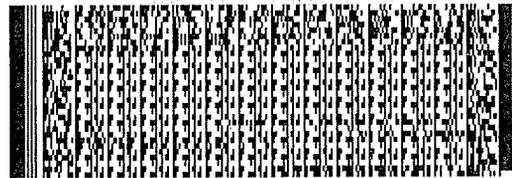
DECAL NUMBER		YR	DECAL ISSUED	EXPIRES	INSURANCE	PLATE	RESIDENT	PLATE NUMBER OR FLORIDA #
					PIP LIABILITY	ISSUED	Y IN ALIEN	
TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION NO.		YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	CLASS	WT/LENGTH	GVW / LOC.
790541	3 1B3EJ56H2XN62791		1999	DODG	4D	37	305	
HULL MATERIAL	PROPULSION	FUEL	USE	COMM. USE	VESSEL TYPE	INWATER	COUNTY RES. #	VEHICLE COLOR
Owner/Registrant's Name & Address					1st OWNER DL NO. OR F.E.I.D. NO.		2nd OWNER DL/NO.	
CITY OF BROOKSVILLE 201 N HOWELL AVE BROOKSVILLE, FL 34601								
VOLUNTARY CONTRIBUTIONS FOR:					COUNTY/ AGY #/ SUB #/ REPORT #			
BRANDS:								
FLEET	CREDIT VEHICLE	MO. CLASS-WT/LENGTH	MOS.	REG FEE	INIT REG.	COUNTY REG. FEE	MAIL FEE	TITLE FEE
OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER'S NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL								

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1B3EJ56H2XN627911	1999	DODG		4D	3057		79054213
PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE		PREV ISSUE DATE
N	WHI				PVT		
ODOMETER STATUS OR VESSEL MANUFACTURER	HULL MATERIAL		PROP	DATE OF ISSUE			
10	03/07/1999 ACTUAL			04/06/1999			

REGISTERED OWNER
CITY OF BROOKSVILLE
201 N HOWELL AVE
BROOKSVILLE FL 34601-2041

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
HEREBY RELEASED
BY _____

1ST LIENHOLDER
NONE



DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

Charles J. Brantley

CHARLES J. BRANTLEY
DIRECTOR

Control Number 38237663

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

Fred O. Dickinson III
FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER
ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: _____ Address: _____

I/We state that this 5 or 6 digit odometer now reads (no tenths) miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.
CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____ Printed Name of Purchaser: _____
Signature of Co-Purchaser: _____ Printed Name of Co-Purchaser: _____
Signature of Seller: _____ Printed Name of Seller: _____
Signature of Co-Seller: _____ Printed Name of Co-Seller: _____
(When Applicable)
Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: \$ _____
Auction Name _____ License Number: _____

Memorandum

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, CMC, City Clerk

Subject: Advisory Board Appointment

Date: September 10, 2009

The following advisory board position is subject to appointment for a vacant position due to resignation. The vacancy has been posted on the City's website for some time now as well as to the media.

As a result, the following application was received and is being submitted to City Council for consideration of appointment to fill the vacancy through December 31, 2012, as noted:

Beautification Board

One (1) position to fill a vacant 4-year term of office through December 31, 2012.

Bonnie Lee Meriwether (New Applicant)

Financial Impact

None.

Legal Impact

None.

Recommendation

Council appoint the above individual to the position indicated or provide direction to staff.



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 544-5407
Facsimile: (352) 544-5424
Web: www.ci.brooksville.fl.us

New Application Re-application

- Beautification Board (4 year terms - 7 members)
- Brooksville Housing Authority (4 year terms - 7 members)
- Cemetery Advisory Committee (4 year terms - 7 members - city residency or documented tie to Cemetery)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Parks & Recreation Advisory Board (4 year terms - 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms - 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Other _____

Name: Meriwether, Bonnie Lee
(Last) (First) (Middle)

Address: 6119 Soffel Drive, Brooksville, FL 34602

Mailing Address (if different): _____

Business Address: 1725 East 5th Avenue
Tampa, FL 33605

Occupation: Civil Engineer

Business Phone: 813-215-7372 Home Phone: 813-765-5328 (cell)

Email address: bonnie@campoengineering.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 104377616

Please rank your board preference(s):
1. Beautification Board
2. _____
3. _____

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before? Yes No If yes, please indicate name of board and dates of service: _____

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

Verified at 11:00 AM 1/16

Why would you like to serve on this board? I would like to take an active role in my community and this board would offer that.

What special skills would you bring to this position? I believe my engineering background would be of assistance and my ability to work with teams. Through my work I have been able to do landscape design for several projects.

List fields of work experience: Civil engineering

List any licenses and/or degrees (location & year): Bachelor of Science in Environmental Engineering from UF 2000

Local References (Please list three (3)):

1. Matthew Von Dohre
2. Carl Brown
3. Joyce Elledge

Would you have a problem with the meeting dates and times for the board/agency?

Yes No

If yes, please explain: _____

Signed: Bonnie A. Newther Date: 9/8/2009

SCHEDULE OF BOARD MEETINGS

[Note - Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY @ MONTH - 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY @ MONTH - 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY @ MONTH - 6:30 PM

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

9/21/09



**CONSENT
AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER

FROM: JENNIFER C. REY, ESQ. 
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY

SUBJECT: COLLECTIVE BARGAINING AGREEMENT WITH BROOKSVILLE
PROFESSIONAL FIRE FIGHTERS LOCAL 4661

DATE: SEPTEMBER 11, 2009

GENERAL SUMMARY: In July 2008, the Florida Public Employees Relations Commission (PERC) in Certification #1677 certified the Brooksville Professional Fire Fighters Local 4661 as the bargaining representative for all full-time personnel employed by the City of Brooksville in the classifications of firefighter, driver/engineer, and fire captain. Excluded from the bargaining unit are all other personnel of the City of Brooksville and excluding specifically the classifications of fire chief and district chief.

Pursuant to the requirements of Fla. Stat. §447.309, after a Union has been certified as the collective bargaining agent for the bargaining unit, the Union and the City, jointly, shall bargain collectively, and in good faith, in the determination of the wages, hours and terms and conditions of employment of the employees in the bargaining unit. The negotiating team for the Union included Joseph W. Keefer, President – Local 4661, Brad Sufficool, Secretary-Treasurer – Local 4661, and Manly Bolin, 1st D.V.P IAFF, Business Agent. The negotiating team for the City included T. Jennene Norman-Vacha, City Manager, Tim Mossgrove, Fire Chief, and Jennifer Rey, as City Attorney. The City and Union began negotiations in the fall of 2008 resulting in the exchange of initial proposals in the beginning months of 2009. The City and Union held a total of over thirty (30) hours of negotiations at its five (5) separate negotiation meetings held on April 17, 2009, May 26, 2009, June 22, 2009, June 23, 2009, and Jul 13, 2009. A final collective bargaining agreement was reached as of September 1, 2009 and a copy is attached hereto.

Pursuant to Fla. Stat. §447.309(1), once an agreement has been reached and signed by the bargaining agent and the City negotiating representative, it is not binding on the employer until such time as the agreement has been ratified by the members of the bargaining unit and the City Council. The final collective bargaining agreement was put forth before the Union membership at a ratification election held on September 9, 2009. As indicated in the attached letter from Joseph W. Keefer, President of Local 4661, the Union unanimously voted to ratify the attached collective bargaining agreement. The Agreement is now being brought before the City Council for consideration for ratification. If the agreement is not ratified by City Council or is not approved by a majority vote the bargaining unit,

Fla. Stat. §447.309(4) provides that the agreement shall be returned to the City Manager and the Union for further negotiations.

Staff and Union representatives have worked diligently to negotiate a collective bargaining agreement that is mutually acceptable to both parties and contemplates the various economic dynamics faced by the City at this time. Staff recommends to the City Council the attached final collective bargaining agreement for ratification.

Some highlights of the agreement include the following:

- There is no guaranteed merit or cost of living raise provided for in the agreement. The Agreement provides that wage increases will be negotiated annually in conjunction with the City's annual budget cycle. This was a compromise reached in recognition of the economic dynamics facing the City's budget over the next few years.
- The Agreement provides for bargaining unit members to have the same life insurance coverage as offered to other City employees. Currently, bargaining unit members are offered a reduced benefit for life insurance coverage.
- The Agreement provides for a different Vacation Leave, Sick Leave and Holiday policy from those that are in place at the moment. The Vacation and Sick Leave policies reflect changes that are being incorporated into proposed policies being developed for all other City employees. The Holiday policy reverts back to the old policy that was previously in place prior to City Council's adoption of a revised policy this year, with the exception that Easter Sunday is scheduled to be observed instead of Good Friday.
- The Agreement also provides for a single 80-hour paid leave bank on an annual basis for any bargaining unit member to use for union business with certain approval requirements.
- The Agreement provides for an increase in pay from \$35.00 to \$46.15 bi-weekly in HazMat pay for all those employees assigned to the HazMat Team.
- The Agreement sets forth provisions for grievance procedures and binding arbitration.

BUDGET NOTE: The overall impact to the budget should the agreement be approved and implemented is marginal; however, there will be additional costs in enhancing the life insurance benefit, there is approximately a \$2,600 annual increase in HazMat pay and additional costs will be incurred through paid leave as a result of the 80-hour paid union leave bank.

LEGAL REVIEW: Legal has reviewed the Agreement and finds it to be in good legal form.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the Collective Bargaining Agreement as proposed and attached.

ATTACHMENTS: Collective Bargaining Agreement
Letter from Joseph Keefer, President Local 4661

Labor Agreement

Between

the

City of Brooksville

and

Brooksville Professional Fire Fighters

Local #: 4661

of

International Association of Fire Fighters

[Agreement as negotiated on July 13, 2009.]

Table of Contents

<u>Article</u>	<u>Topic</u>	<u>Page</u>
Article 1	Recognition	3
Article 2	Management Rights	3
Article 3	Definitions	5
Article 4	Non Discrimination	6
Article 5	Union Business, Pride and Practice	6
Article 6	Union Dues, Payroll Deductions, & Personnel Records	7
Article 7	Probation and Promotion	7
Article 8	Reductions in Force	8
Article 9	Benefits	8
Article 10	Leave	9
Article 11	Safety and Wellness	14
Article 12	Uniforms and Equipment	15
Article 13	Training and Education	17
Article 14	Mutual Time	17
Article 15	Wages and Compensation	18
Article 16	Outside Employment	18
Article 17	Discipline and Discharge	19
Article 18	Grievance Procedure	19
Article 19	General Provisions	22

Article 1 - Recognition

Section 1-1. Agreement. This Agreement is made and entered into by the City of Brooksville, a municipal corporation organized under the laws of the State of Florida, (hereinafter referred to as Employer or City) and the Brooksville Professional Firefighters Local 4661 of the International Association of Firefighters, (hereinafter referred to as Union), in accordance with Chapter 447 of the Florida Statutes.

Section 1-2. Recognition by Employer. Employer hereby recognizes Union as the exclusive representative of Employees in the Bargaining Unit (hereinafter "Employees) for the purpose of collective bargaining with Employer regarding wages, hours, and other terms and conditions of employment. This Agreement shall apply to those Employees who are included in the Bargaining Unit that Union is certified to represent under Florida Public Employees Relations Commission (hereinafter referred to as Florida PERC), Certification # 1677, as amended. The Bargaining Unit for which recognition is afforded shall include all full-time Employees occupying any position in the classifications listed in Florida PERC Certification # 1677, as amended.

Section 1-3. Purpose and Entire Agreement. The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between and among Employer, its Employees (both individually and collectively) and Union. The Agreement is in no way intended to supersede or waive any other right that either party may be entitled to under Federal, State or Local statute. The parties acknowledge that, during negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements, arrived at by the parties after exercise of such right and opportunity, are set forth herein and constitutes the entire agreement between Union and Employer.

Article 2 – Management Rights

Section 2-1. Management Rights. It is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and to exercise control and discretion over its organization and operations. It is also the right of the City to direct its Employees, to take disciplinary action for just cause, and relieve its Employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude the bargaining unit members or the Union from raising grievances should the decision on the above matters violate the terms and conditions of this collective bargaining agreement. The City's Management Rights include, but are not limited to, the following:

- A. To determine the organization of the City and the Fire Department and to exercise control and discretion over efficiency of operations of the City.
- B. To determine the purpose, mission, and functions of the Fire Department and its constituent divisions/operations.

C. To perform those duties and exercise those responsibilities which are assigned to it by Federal and State Law, by City Ordinance, or by City regulation.

D. To decide the number, location, design and maintenance of the Fire Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities.

E. To set standards for services to be offered to the public.

F. To manage and direct the Employees of the City.

G. To hire, examine, classify, promote, train, transfer, assign, schedule and retain Employees in positions with the City.

H. To select supervisory and managerial personnel on any basis deemed appropriate by the City.

I. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve Employees from duties because of lack of work, funds or other legitimate reasons.

J. To establish, change, or modify the number, types and grades of positions or Employees assigned to an organization, unit, department or project.

K. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

L. To make, issue, publish, modify and enforce policies, procedures, rules, standard operating procedures and regulations as the City and Fire Department may from time-to-time deem best.

Section 2-2. Civil Emergency. In the event of a state of emergency as declared by a federal, state or local Emergency Management Official, the City and Union recognize that the provisions of this Agreement may be suspended during the time of the declared state of emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 2-3. Rules and Regulations. The City's personnel policies, rules and regulations relating to wages, hours and conditions of employment covered by this Agreement will not change unless bargained for or waived by the Union.

Section 2-4. No Strike/No Lockout. There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failure or refusal to perform assigned work (as per Florida Statute §477.505) by the Employees or the Union and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations. Any Employee who participates in or promotes the above activities shall be subject to

disciplinary action up to and including immediate termination of employment in which event the Employee may grieve such action under the Grievance Procedure set forth in this Agreement.

Article 3 - Definitions

Section 3-1. Definitions. Whenever used in the Agreement, the following words or terms shall mean:

Shift shall mean a 24 hour period.

Down Time, for purposes of this Agreement, shall be defined as the period after daily duties and non-emergent activity is completed.

Mutual Time shall mean the practice of two Employees entering into an agreement to exchange scheduled work shifts.

Initial Shift Swap shall mean, for the purposes of Mutual Time, the initial or first shift that is being traded and is worked by an Employee who will owe a pay back shift.

Pay Back Shift shall mean, for the purposes of Mutual Time, the subsequent or second shift that is being paid back as a result of a trade for the initial shift being worked.

Union Executive Committee shall include the President, Vice President, and Secretary/Treasurer of the Union.

Immediate Family, unless otherwise required by law or as otherwise defined herein, shall mean spouse, children, father, mother, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), step-parent, step-child, step-brother, step-sister, grandmother, grandfather, grandchild, or legal guardian; or any other relative currently residing in the same household.

Accrue means to accumulate, increase or collect.

Pro-Rate means to calculate based on hours/months or portions of hours/ months.

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

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

Regular Employee shall mean an Employee who is regularly scheduled to work each workweek or pay period, but not temporary or seasonal employees.

Pay Period shall mean the period of time, typically two workweeks, in which an Employee is paid for Hours Worked.

Section 3-2. Computing Time. In computing any period of time of calendar days prescribed by this Agreement for taking some action set forth in this Agreement, the following rules apply:

- A. The day of the act, event or occurrence from which the designated period of time begins shall not be included or counted; and
- B. The last day of designated period of time shall be included or be counted, unless it is a Saturday, Sunday, or Holiday, in which case the period runs until the end of the next day which is not one of these aforementioned days.

Article 4 – Non Discrimination

Section 4-1. Non-Discrimination. The Employer and Union agree not to interfere with the right of any Employee covered by this Agreement to become a member of the Union, withdraw from membership with the Union, or refrain from becoming a member of the Union. There shall be no discrimination against any Employee covered by this Agreement due to Union membership or activity or lack of Union membership or activity.

Section 4-2. ADA/ADEA Language. The Employer and Union agree to comply with all applicable federal and state laws and regulations regarding the Americans with Disabilities Act and the Age Discrimination in Employee Act (ADEA). Any alleged violation of this Section shall be processed in accordance with applicable federal, state, and local law and not pursuant to the grievance procedure set forth in this Agreement.

Article 5 – Union Business, Pride and Practice

Section 5-1. Union Business. The Union Executive Committee and Union members may perform certain union business while on-duty as long as such activity does not impede or interfere with emergency response or normal operations. Union business which may be performed while on-duty shall be limited to meetings with the City Manager, Fire Chief or other City representative relating to Grievances under this Agreement and other Union business which may be performed at the Fire Station, as set forth in this Section. No official Union business meetings or Union political action committee meetings shall be held on City property. If Union members desire to participate in special fundraising events on City time or using City property, then such participation shall require prior approval from the City.

Employees elected or appointed to represent the Union shall be granted time off to perform their Union functions including, but not limited to, attendance at meetings outside the City limits, special meetings, conventions, seminars and conferences using the Union Paid Leave Bank or the Employee's own accrued Vacation Leave. Requests for leave under this Section shall be made in accordance with standard leave procedures or as otherwise set forth in this Agreement.

Members of the Union Negotiating Team shall be allowed time off for all contract negotiation meetings which shall be mutually set by the City and the Union.

Section 5-2. Bulletin Board(s). Employer agrees to provide space for one (1) bulletin board in each station, the location of which shall be determined by the Fire Chief. Union, at its expense, may install one (1) bulletin board not to exceed approximately 24"x 36" in each station. Bulletin board space may be used for posting official Union notices, but shall be restricted to: a) notices of Union recreational and social affairs; b) notices of Union elections and results of elections; c) notices of Union appointments; d) notices of Union meetings; and e) agenda/minutes of Union meetings. All costs in preparing and posting Union notices shall be borne by the Union.

Article 6 – Union Dues, Payroll Deductions and Personnel Records

Section 6-1. Payroll Deduction. Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues only. The City will begin deducting dues at the next upcoming pay period upon the receipt of a legally valid payroll deduction authorization form.

Section 6-2. Changes in Dues. Union shall notify Employer's Human Resources Department in writing of any changes in dues no less than thirty (30) calendar days prior to the anticipated effective date for such changes. Proper payroll deduction authorization forms must be completed by the Union member.

Section 6-3. Transmission of Dues to Union. Dues deducted from Employees paychecks shall be paid to the Union in a timely fashion.

Section 6-4. Limitation on Payroll Deductions. Employer shall not be required to deduct or collect any sum which represents fines, penalties or special assessments levied by Union.

Section 6-5. Indemnity. Union and Employees shall indemnify, defend, and hold Employer harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the payroll deduction of Union dues.

Article 7 – Probation and Promotion

Section 7-1. Initial and Promotional Probation. All Employees hired by Employer shall serve an initial probationary period for six (6) months. Employees transferring from full-time to reserve status, and not transferring for the purposes of obtaining full-time employment in another fire department, that have met the above initial probationary period shall not be required to serve a second probationary period. Employees terminated during the initial probationary period may not grieve or arbitrate the termination under this Agreement. Employees promoted into a new position or transferred from reserve to full-time status must serve a six (6) month probationary period. The Employee will be evaluated periodically during his or her promotional probationary period in the new position. Employees that are not able to successfully complete the probationary period, as determined by the Fire Chief, may be returned to their original position if it is still available, or transferred to reserve status until a full-time position opens or may apply for any open position within the City for which they are qualified for and selected by the City.

Section 7-2. Seniority. Seniority shall be defined as total time of regular employment and continuous service from date of hire with the City of Brooksville without a break in service.

Section 7-3. Promotional Testing. To sit for a test all applicants must meet all qualifications established for the particular promotional opportunity sought. A list of qualified applicants for each position being tested will be furnished to the Union upon reasonable written request. Current reference material will be made available to Collective Bargaining Unit applicants. For any and all pre-employment and promotional testing a list shall be established and remain in effect for a length of one year.

Article 8 – Reductions in Force

Section 8-1. Personnel Reduction. The City may lay off Employees due to changes in position duties, departmental reorganization, lack of work, unavailability of funds, or for any other operational reason. When deemed operationally feasible by the City Manager, Employees who are laid-off in one department may be integrated into other departments by transfer. The City shall determine the number of Employees to be laid off and the department and/or work area from which they will be laid-off. Selection of Employees to be laid-off shall be based on seniority and disciplinary record. All laid-off Employees have the option of stepping down to reserve status if a position is available until full-time employment can resume.

Section 8-2. Recall and Reemployment. Employees laid-off shall have a recall status for a period of two (2) years from the date of lay off. It shall be the responsibility of the Employee to keep a current address on file with the City for this period in case of recall. The City shall notify the Employee in writing when a recall is being made by way of certified return receipt mail to the address on file. The Employee will have fifteen (15) calendar days from the date of delivery of the letter to respond to City. Re-employment of Employees in layoff status shall be in reverse order of lay off.

Article 9 – Benefits

Section 9-1. Group Medical Insurance. The City agrees to provide the opportunity for Employees covered by this Agreement to participate in the City's Group Medical Insurance in the same manner and under the same conditions as are offered to non-bargaining unit employees. The City reserves the right to change insurance carriers and the terms of the insurance plan, including the City's level of funding for such benefits, and the Union reserves the right to bargain any such changes.

Section 9-2. Group Term Life Insurance. The City agrees to comply with the Life Insurance requirements as required by Fla. Stat. §112.091, as amended; and, as of October 1, 2009, the City agrees to provide the opportunity for Employees covered by this Agreement to participate in the City's Group Term Life Insurance in the same manner and under the same conditions as are offered to non-bargaining unit employees. The City reserves the right to change insurance carriers and the terms of the Group Term Life Insurance plan, including the City's level of funding for such benefits, and the Union reserves the right to bargain any such changes.

Article 10 - Leave

Section 10-1. Vacation Leave. The City encourages its Employees to take vacation as paid time off away from work at scheduled times coordinated through management.

- A. Eligibility. Only Full-Time, Regular Employees shall earn and accrue Vacation Leave. Part-time Employees or Temporary Employees are not eligible to earn or accrue Vacation Leave. Temporary, Reserve and Seasonal Employees are not eligible for Vacation Leave. New Employees earn and accrue Vacation Leave, but are not eligible to use accumulated Vacation Leave until the first of the month following six (6) months of employment from date of hire, unless otherwise approved by Fire Chief or designee.
- B. Use of Leave. An Employee may use his/her Vacation Leave for the following purposes:
 - 1. Vacation.
 - 2. Absence due to illness of Employee or Employee's Immediate Family.
 - 3. Absence for medical appointments.
 - 4. Absence due to death of an Immediate Family.
 - 5. Absence for transaction of personal business.
 - 6. Religious holidays other than those designated by City Council.
 - 7. Family activities; or
 - 8. Any leave of absence.
- C. Vacation Leave is available for use by eligible Employees as it is earned, scheduled, and approved by the Fire Chief or designee. For Non-Exempt Employees, Vacation Leave may be taken in hourly increments, but use of Vacation Leave in increments of days and weeks is encouraged. All Vacation Leave must be used before unpaid leave will be considered or approved.
- D. Holidays During Vacation Leave. Holidays occurring while an Employee is on an approved Vacation Leave shall not be charged against his or her accrued leave balance.
- E. Scheduling Leave. All Vacation Leave must be approved and scheduled with the Employee's Fire Chief or designee, as set forth in the Departmental procedures regarding chain of command. Employees should use Vacation Leave each year. When requesting Vacation Leave, Employees should provide as much advanced notice as possible, but not less than one (1) shift prior written request using the established Leave Request procedure. Approval for all Vacation Leave is subject to departmental policies/practices, and operational issues. Due to scheduling issues related to City operations, Fire Chief or designees, may require more advanced notice for requests for several consecutive days or weeks. Approval of Leave Requests is in the sole discretion of the Fire Chief or designee.

- F. **Payment of Vacation Leave.** In order to be appropriately compensated for Vacation Leave, Employees must submit an approved Leave Request to the City's Human Resources/Payroll designee, along with other required or requested documentation in support of the leave request.
- G. **Vacation Leave Buy-Back.** Employees are not paid for accrued Vacation Leave in lieu of taking such leave during any calendar year, unless deemed in the best interest of the City and approved by the City Manager.
- H. **Payment of Vacation Leave Upon Termination.** Employees terminated while in Probationary Status shall not receive pay for any Vacation Leave accrued during their Probationary Status. For those Employees who have completed six (6) months of continuous employment, 100% of the remaining leave balance of earned, but unused, Vacation Leave will be paid at termination, unless an Employee is terminated for Gross Misconduct. In cases where exceptions have been made, an Employee showing a negative Vacation Leave balance upon termination will have his/her final paycheck deducted to reimburse the City for the negative balance.
- I. **Accrual.** Eligible Employees accrue Vacation Leave based on the following: Vacation Leave is Accrued based on years of service and Hours Worked. The Employee's Employment Anniversary Date is used for calculating years of service to determine the appropriate accrual rate. For purposes of calculating years of service, only those monthly-periods in which an Employee was consecutively employed for the entire monthly-period will be considered in computing years of service for calculating Vacation Leave. New Accrual Rates commence at the start of first pay period following the Employee's Employment Anniversary Date. Vacation Leave hours are paid at the Employee's Regular Rate of Pay. Vacation Leave shall not be earned by an Employee during a leave of absence without pay, a suspension, or when the Employee is otherwise in a non-pay status. Non-Exempt/Hourly Employees earn Vacation Leave pro-rated based on Hours Worked per workweek, including time worked and Vacation Leave used during the work week.
- J. **Accrual Rate Schedule.** The following table is for demonstration purposes only and does not guarantee that each Employee will earn the number of hours identified. The table is merely an approximation of hours that may be earned.

Average Regular Hours Worked	Years of Service							
	Less than Three		Three Up to But Not including Seven		Seven Up to But Not Including Fifteen		Fifteen or More	
	Hourly Accrual Rate	Hours Per Year	Hourly Accrual Rate	Hours Per Year	Hourly Accrual Rate	Hours Per Year	Hourly Accrual Rate	Hours Per Year
40	.03846	80	.05769	120	.07692	160	.09615	200
42	.03846	84	.05769	126	.07692	168	.09615	210
56	.03846	112	.05769	168	.07692	224	.09615	280

- K. **Balance Cap and Carry Forward of Vacation Leave.** Employees are encouraged to take Vacation Leave within the year in which it is earned. However, a maximum of 160 Vacation Leave hours of accrued Vacation Leave may be carried forward from one calendar year to the next. The Carry Forward Cap will be applied with the first pay date in January. Any Vacation Leave hours in excess of the cap will be credited to the Employee's Sick Leave hours balance.

Section 10-2. Holidays and Holiday Pay. When an Employee's regular work schedule requires work on a paid Holiday, such Employee shall be compensated an additional eight (8) hours at time and one-half. For an Employee not required to work on a Holiday, such Employee shall be compensated an additional eight (8) hours at the Employee's regular rate of pay for the Holiday.

The holidays observed under this provision shall be those holidays approved by the City for all other non-bargaining unit employees, except that Easter Sunday shall be observed in place of and in lieu of Good Friday.

An Employee called-in to work on a Holiday in which the Employee was not otherwise scheduled to work shall be compensated for all Hours Worked on the Holiday within a 24 hour period, or a minimum of four (4) hours, whichever is greatest, at time and one-half the Employee's Regular Rate of Pay, in addition to eight (8) hours of Holiday Pay paid at the Employee's Regular Rate of Pay.

The Holiday shall be observed on the day of occurrence and shall be defined as the hours between 00:01 hrs and 23:59 hrs.

Section 10-3. Bereavement Leave. Employees may use one twenty-four (24) hour shift for bereavement leave. Leave will be granted for the Employee's Immediate Family.

Section 10-4. Military Leave. Employees are eligible for Military Leave in the same manner and to the same extent as other non bargaining unit employees. Please refer to the Military Leave Policy contained in the City's Employee Personnel Policy Manual.

Section 10-5. Sick Leave. 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.

- A. **Eligibility.** Full-Time, Regular Employees are eligible to earn and accrue Sick Leave. Temporary, Reserve or Seasonal Employees are not eligible for Sick Leave. New Employees earn and accrue Sick Leave, but are not eligible to use accumulated Sick Leave until the first of the month following ninety (90) continuous calendar days of employment from date of hire.
- B. **Use of Leave.** Sick Leave may not be used or taken until earned. Sick Leave may be granted in hourly increments for the following purposes:
 - 1. Absence due to illness or injury of Employee or Employee's Immediate Family.

2. Medical or dental consultation or treatment of the Employee.
 3. Qualifying FMLA illnesses, injuries or serious health conditions.
 4. To supplement payment of Worker's Compensation or other Disability coverage. All income combined cannot exceed 100% of regular salary.
 5. Prohibited Uses. An Employee may not secure part or full-time employment elsewhere while on Sick Leave. Such employment may lead to disciplinary action up to and including termination.
- C. Scheduling Leave. Employees are to request Sick Leave using the established Leave Request procedure. Employees shall notify the Fire Chief or designee promptly of the Leave Request and, in the event of unplanned leave, shall provide as much advanced notice as possible, but no less than one (1) hour prior to the normal starting time of the work day in which the Sick Leave is to be taken. In the event that an Employee should become ill at work, or should s/he come to work ill, then the Fire Chief or designee should determine whether that Employee is or is not too ill to work. Should an Employee on duty be too ill to work in the opinion of the Fire Chief or designee, then the Fire Chief or designee shall have the authority to require the Employee to take Sick Leave for the balance of that day. Except in extenuating circumstances as approved by the City, Employees failing to appropriately notify and report his or her absence to the Fire Chief or designee, shall be considered as having resigned.
- D. Proof of Illness. If and whenever Sick Leave may appear to be abused, or when an Employee consistently uses Sick Leave as it is earned, the Employee claiming/requesting Sick Leave may be required to furnish competent proof of necessity of such absence, i.e. medical certification or doctor's note. The City reserves the right in all cases of illness or reported illness to require the Employee to furnish a doctor's certification. Abuse of Sick Leave privileges shall constitute grounds for disciplinary action up to and including termination. Employees submitting a false claim to obtain Sick Leave will be subject to disciplinary action up to and including termination.
- E. Payment of Leave. Sick Leave Hours are paid at the Employee's Regular Rate of Pay.
1. Payment for Sick Leave When Used. Sick Leave must be approved by the Fire Chief or designee before payment for leave can be authorized.
 2. Sick Leave Buy-Back. Employees are not paid for accrued Sick Leave in lieu of taking such leave during any calendar year, unless deemed in the best interest of the City and approved by the City Manager.
 3. Payment of Sick Leave Upon Termination. In accordance with the following table, a portion of the remaining balance of earned, but unused Sick Leave will be paid at termination, unless an Employee is terminated for Gross Misconduct. In cases where exceptions have been made, an Employee

showing a negative Sick Leave balance upon termination will have his/her final paycheck deducted to reimburse the City for the negative balance.

Years of Service	Percentage of Balance Eligible
Up to But Not Including Three	0%
Three Up to But Not Including Seven	25%
Seven Up to But Not Including 15	35%
15 or More	50%

F. Accrual of Leave. Eligible Employees accrue Sick Leave based on the following:

1. Sick Leave is Accrued based on years of service and Hours Worked. The Employee's Employment Anniversary Date is used for calculating years of service to determine the appropriate accrual rate.
2. For purposes of calculating years of service, only those monthly-periods in which an Employee was consecutively employed for the entire monthly-period will be considered in computing years of service for calculating Sick Leave.
3. New Accrual Rates commence at the start of the first pay period following the Employee's Employment Anniversary Date.
4. Sick Leave shall not be earned by an Employee during a leave of absence without pay, a suspension, or when the Employee is otherwise in a non-pay status.
5. Non-Exempt/Hourly Employees earn Sick Leave pro-rated based on Hours Worked per workweek and any Paid Leave, provided such leave does not exceed the pay period (two weeks).
6. Accrual rates are set forth in the table below. Exempt Employees earn Sick Leave each pay period based on a pro-rated amount of Sick Leave hours earned per year as set forth in table below.

G. Accrual Rate Schedule. The following table is for demonstration purposes only and does not guarantee that each Employee will earn the number of hours identified. The table is merely an approximation of hours that may be earned.

Approximate Hours Worked	Hourly Accrual Rate	Leave Hours Per Year
40	.03846	80
42	.03846	84

56	.03846	112
----	--------	-----

- H. **Balance Cap and Carry Forward of Sick Leave.** A maximum of 160 Sick Leave hours of accrued Sick Leave may be carried forward from one calendar year to the next. The Carry Forward Cap will be applied with the first pay date in January. Any Sick Leave hours in excess of the cap will be credited to the Employee's Extended Illness/Short-term Disability Bank.
- I. **Extended Illness/Short-term Disability Bank (EIB).** Employees Eligible for Sick Leave under this policy are eligible for an Extended Illness/Short-term Disability Bank which is funded by an Employee's Sick Leave balance in excess of the annual balance cap of 160 hours. The Extended Illness/Short-term Disability Bank accessed only after a full pay-period of absence without any Hours Worked and may be taken in hourly increments for the following purposes:
1. Personal illness or injury not connected with work.
 2. Medical or dental treatment of the Employee.
 3. Qualifying FMLA illnesses, injuries or serious health conditions.
 4. To supplement payment of Worker's Compensation or other Disability coverage. All income combined cannot exceed 100% of regular salary.
- J. **Payment of Leave.** EIB Hours are paid at the Employee's Regular Rate of Pay. EIB hours must be approved by the Fire Chief or designee before payment for leave may be authorized. Employees are not paid for EIB in lieu of taking such leave. Any earned but unused hours in the Bank are not eligible for cash-out at termination of employment.
- K. **Carry Forward Cap.** A maximum of 480 hours may be accrued and retained in the Extended Illness/Short-term Disability Bank. The Carry Forward Cap will be applied with the first pay date in January.

Section 10-6. Bargaining Unit Paid Leave Bank. As of the date of execution of this Agreement and each contract year thereafter for the duration of the term of this Agreement, the City will allocate eighty (80) hours to a paid leave bank for use by bargaining unit members to pay for time-off for union business. Leave under this Section does not accrue and does not carry forward from one year to the next, and is not eligible for cash-out. Request for leave (time-off) under this Section shall be made in accordance with standard Leave request procedures. Request for payment of leave using the Bargaining Unit Paid Leave Bank shall be made to the Union President and submitted to the Fire Chief, or designee, for approval and payment.

Article 11 – Safety and Wellness

Section 11-1. Safety. The City will make reasonable efforts to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage Employees to work in a safe manner.

The City agrees to comply with Fla. Stat. §633.810, as amended, and as required. Members of the Safety Committee established under this Section shall include at a minimum one Union representative, one Firefighter, one Driver/Captain, one District Chief, and at least one City representative.

Section 11-2. Contagious Disease. The Employer shall make available Hepatitis B vaccinations/immunizations for Employees not receiving pre-employment inoculations or not effectively immune after determined by a blood titer test offered during employee annual physicals. The Employer will provide for annual tuberculosis (TB) testing for Employees and annually Hepa mask fit testing. The Employer shall make available post-exposure testing.

Section 11-3. Drug and Alcohol Testing. Employees are subject to the Drug Free Workplace policy contained in the City's Employee Personnel Policy Manual, as amended.

Section 11-4. Light Duty. When an Employee is released to return-to-work by a licensed physician with restrictions or light-duty requirements, the Employee may be provided light-duty based on available light-duty work and City needs. Employees placed on light-duty or restricted duty may be assigned to work shifts different than their regularly scheduled shift, i.e. an Employee regularly scheduled for twenty-four shifts may work light duty for an 8-hour shift for approved light-duty assignments between 08:00 (8:00 a.m.) and 17:00 (5:00 p.m.). Employees on light duty shall be paid at the Employee's regular hourly rate of pay.

Section 11-5. Wellness and Fitness Initiative. The City and Union will work cooperatively to implement wellness and fitness initiatives to include: (1) support comprehensive mandatory annual medical exams; (2) support individual employee fitness through encouraging on-duty workouts and facilitating access to fitness resources; (3) support individualized fitness rehabilitation programs to support Employee rehabilitation from injury/illness to expedite a safe return to duty; and (4) establish confidential data collection systems to analyze medical and fitness data to improve the wellness of Fire Department Employees.

Article 12 – Uniforms and Equipment

Section 12-1. Uniforms. The Employer will provide uniforms at no cost to the Employee. The Employer upon execution of this Agreement shall take an inventory of all equipment and the condition thereof. Uniforms will be worn in a neat and professional manner with all Shirts tucked in.

Class A Uniform shall be provided by the City at no cost to the employee following five years of service and shall consist of the following:

- Cap – White for Officers; Black for Firefighters
- Single-breasted Uniform Jacket – Dark Blue
- Long-sleeve Dress Uniform Shirt – White for Officers; Blue for Firefighters
- Straight-leg Pants – Dark Blue
- Tie – Dark Blue
- Shoes – Black Patent Leather
- Insignia as required

Class B Uniform shall consist of the following:

- Long-sleeve or Short-sleeve Dress Uniform Shirt – White for Officers; Blue for Firefighters
- Straight-leg Pants – Black
- Shoes – Black Patent Leather
- Insignia as required

Class C Uniform shall consist of the following:

- Short-sleeve Dress Uniform – White for Officers; Blue for Firefighters
- Polo-style shirt - White for Officers; Gray for Drivers/Firefighters
- Straight-leg Pants or Shorts – Black; BDU Pants/Shorts may be worn with Polo-style or T-Shirt only
- Shoes – Polished Black Boots or Black Shoes approved by the Fire Chief

Class D Uniform shall consist of the following:

- Long or Short-sleeve T-Shirt – White for Officers; Gray for Firefighters/Drivers
- Straight-leg Pants or Shorts – Black; BDU Pants/Shorts may be worn with Polo-style or T- Shirt only.
- Sweatshirts or Job Shirts for low temperature days
- Department-issued baseball hat, or other approved hat, may be worn

Class E Uniform shall consist of the following:

- Department-issued Jump Suit – Blue or Red

Section 12-2. Helmet and Boots Upgrades. With prior approval of the Fire Chief, an Employee may upgrade their helmets and bunker boots (“equipment”) to traditional leather type if the Employee pays the difference between regular purchase price of department issued and leather. The upgraded Equipment remains the property of the City, unless the Employee chooses to purchase the Equipment from the City upon termination of the Employee’s employment. The price at which the Employee may purchase the Equipment under this section shall be the purchase price of the standard-issue Equipment minus a deduction of 10% per year for each year from the date of purchase of the upgraded Equipment. Cost of replacement or refund will be waived for Employee’s retiring from active service or upon the death of the Employee in which case the item will be given to the deceased Employee’s spouse, eldest child or other specified person.

Section 12-3. Loss or Damage to Personal Equipment or Property. Union and City realize there are certain personal items that are useful but may not be necessary in the performance of duties at the Brooksville Fire Department. Such items include wrist watches, eyeglasses, and sunglasses. An Employee may be reimbursed for damage to personal property in the performance of his or her duty subject to the following restrictions: (a) the maximum reimbursement for prescription eye glasses, prescription sunglasses, and/or hearing aids, shall be one-hundred fifty dollars (\$150); (b) the maximum reimbursement for wrist watches and non-prescription sunglasses shall be up to seventy-five dollars (\$75); and (c) damage to personal property is not the result of Employee’s own negligence. Requests for reimbursement shall be

made within the shift in which the damage occurs. Reimbursement is subject the provision of appropriate documentation evidencing replacement cost and to the approval by the Fire Chief and the City Manager. Any worker's compensation benefit for personal property shall be signed over to the City. Employees shall only be eligible for reimbursement under this Section one time per fiscal year, unless otherwise approved by the Fire Chief, or designee.

Article 13 – Training and Education

Section 13-1. Training and Certifications. Employees must attend department-sponsored training and refresher courses when ordered. The Employer reserves the right to require employees to attend in-house training when offered, rather than sending Employees to outside training facilities. Employees who miss mandatory training as a result of approved leave time shall be afforded an opportunity to acquire the mandatory training.

As funding permits, the Employer shall pay for recertification classes, EMT recertification classes, and continuing education as required for employment.

The Employee may use bunker gear or other City-owned equipment during outside training with prior written approval of the Fire Chief, or designee.

If available, and subject to the Fire Chief's approval, a City vehicle shall be provided to Employees for transportation to and from work-related training.

Article 14 – Mutual Time

Section 14-1. Shift Swap (Mutual Time). All requests for exchange of time, including an initial shift swap request or the subsequent pay-back shift, shall be made to the District Chief and approved at least one shift prior to the exchange of time covered. In the event the District Chief is unavailable to approve said leave it may be approved by the Captain with communication in writing to the District Chief that mutual time was approved.

- A. The shift trade for any amount of time is subject to the approval from both District Chiefs. It is understood that shift trade time is required to be paid back within one year of the initial shift swap.
- B. The Employee will hold the Employer harmless from repayment of any Mutual Time owed by another Employee as the Mutual Time agreement is between employees.
- C. Any changes will be reported to the District Chief via chain of command to insure adequate staffing is maintained and proper documentation for record keeping purposes is complete.
- D. In the event a pay back Employee calls in sick they will be charged Sick Leave.
- E. Captains may swap with Captains and a Captain may swap with a Firefighter/Driver, if a higher ranking officer swaps with a lower ranking Employee he/she will assume their

normal daily duties and position. Captain may swap with a District Chief if he or she has completed the internal District Chief ride-up program.

- F. Drivers may swap with Drivers, Captains, or Firefighters who have been cleared to drive at the same level in accordance with interdepartmental drivers training program.
- G. Firefighter may swap with a Firefighter or a Driver if a back-up Driver is available.
- H. Firefighters on probation may swap with Firefighters on probation unless approved by the District Chiefs with final approval by the Fire Chief.

Article 15 – Wages and Compensation

Section 15-1. Wages and Pay. The City and Union agree that wage increases for both merit and cost of living adjustments will be negotiated annually in conjunction with the City's annual budget cycle for each fiscal year. The City agrees to initiate bargaining under this Section on or before July 1 of each year.

Section 15-2. Shift Coverage Procedures. The City may request and require that any Employee work more than his or her regularly scheduled shifts. The City will maintain a rotation-list of Employee's by classification for the purpose of addressing shift coverage needs. In the event that coverage is needed for a particular shift, the City will first offer the available shift to an Employee in the same classification as needed on the shift. Employee's fulfilling extra shifts will be rotated to the end of the list after having completed at least twelve (12) hours of additional shift coverage within a pay period. In the event that no Employee in the same classification accepts the shift coverage assignment, then the City shall move up or down other classifications as appropriate for the type of shift coverage needed.

Section 15-3. Overtime Calculation. Employees shall be compensated for Hours Worked in accordance with the Fair Labor Standards Act. As such, any time not actually worked (including sick leave, bereavement leave, jury duty, or unpaid leaves of absence, etc.) will not be counted as Hours Worked for purposes of determining overtime compensation.

Section 15-4. Hazardous Materials Pay. Employees who work within Immediate Danger to Life and Health (IDLH) atmosphere for hazardous materials incidents, as defined by the United States Department of Transportation, and are assigned to the HAZMAT team shall be required to complete HAZMAT training, annual physical from the County contracted physician, and be on the HAZMAT Team. After the completion of HAZMAT training and upon being assigned to the HAZMAT Team, an Employee shall receive \$46.15 bi-weekly in compensation for his or her participation on the HAZMAT team.

Section 15-5. Acting Out of Grade. An Employee acting out-of-grade for a period longer than thirty (30) calendar days shall be compensated at the rate established for the position in which the Employee is acting.

Article 16 – Outside Employment

Section 16-1. Outside Employment. An Employee may maintain outside employment; however, the outside employment may not interfere with the Employee's primary duty to the City or prevent the Employee from performing effectively while on-duty for the City. Employees are required to submit a written request to the City Manager, or designee, for approval, which approval shall not be unreasonably withheld, prior to beginning outside employment. Employees must provide, in writing, the name, address and telephone number of the outside employer and the type and hours of employment to the City. The City shall review such requests for outside employment within seven (7) calendar days of receipt of the request from the Employee. Any hours worked in outside employment must end at least eight (8) hours prior to start of the Employee's work shift with the City.

Article 17 – Discipline and Termination

Section 17-1. Discipline and Termination. Employees will only be disciplined and discharged for just cause. The Employer will comply with Florida Statutes §112.82, "Firefighter Bill of Rights," as amended. Any Union member shall have the right to Union representation with respect to disciplinary matters. Disputes arising out of this Section shall be processed in accordance with either the Grievance Procedure set forth in the City's Personnel Manual or the Grievance Procedure set forth in this Agreement, but not both. Only those disciplinary actions involving economic impact to an Employee including, but not limited to, suspension without pay, demotion with a reduction in salary and termination of employment, may be submitted for arbitration under the provisions for binding Arbitration contained in this Agreement.

Article 18 – Grievance Procedure

Section 18-1. General. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and the Union or an Employee. If the dispute involves an alleged violation of a specific provision of this Agreement, an Employee shall have the option of utilizing the grievance procedure contained in the City's policies or the grievance procedure established under this Article. In no case shall the Employee use both procedures.

- A. A grievance is defined as an alleged violation of a specific term of this Agreement.
- B. Grievant shall mean a Bargaining Unit Member who has filed a grievance pursuant to this Article, or a Union representative at the option of the Bargaining Unit Member. The Union may pursue a grievance in its own name or of a single or collective group within the bargaining unit.
- C. A Grievance not submitted within the time limits as prescribed for in every step under this Article shall be considered untimely.
- D. A Grievance not advanced to the next step within the time limits established by this Grievance Procedure shall be considered either settled on the basis of the last answer provided by the City or that the Grievant elected not to proceed any further.

- E. A Grievance not answered within the limits prescribed for the City shall constitute a denial and the Employee or Union may automatically advance the Grievance to the next step.
- F. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- G. A Grievant may be accompanied by a Union representative at any time during the Grievance Procedure. The Union shall have the right to be present at any Grievance meeting where the Grievance is filed under this Agreement.
- H. If the Fire Chief, or his or her designee, does not have the authority to grant the relief requested the Grievant(s) may advance the Grievance to the next step.

Section 18-2. Grievance Procedure.

A. *Step One* - The Grievant(s), with or without Union representation, shall submit a written Grievance to the District Chief, or designee, within ten (10) calendar days after becoming aware of the occurrence of an alleged violation of this Agreement. The written Grievance at this step, and all steps hereafter, shall contain the following information:

- (1) A statement of the grievance, which should include the date of occurrence, and the details, the article(s) and/or section(s) of this Agreement alleged to have been violated and facts upon which the grievance is based;
- (2) The action, remedy or solution requested by the Employee;
- (3) The signature of the aggrieved Employee;
- (4) The date submitted;

The District Chief, or designee, shall meet with the Grievant within ten (10) calendar days of receipt of the written Grievance, to discuss and seek a solution to the Grievance. Within ten (10) calendar days after the meeting, the District Chief, or designee, shall give his or her answer in writing to the Grievant.

B. *Step Two* - If the Grievance is not resolved at Step One, the Grievant(s) may advance the Grievance to the Fire Chief, or designee, within ten (10) calendar days after receipt of the written answer from the District Chief. Within ten (10) calendar days after receipt of Grievance, the Fire Chief, or designee, will meet with the Grievant(s) and the Union representative to discuss and seek a solution to the Grievance. Within ten (10) calendar days after this meeting, the Grievant shall be provided a written decision.

C. *Step Three* - If the Grievance is not resolved at Step Two, the Grievant(s) may advance the Grievance to the City Manager, or designee, within ten (10) calendar days after receipt of the Fire Chief's, or designee's, written decision. The City Manager, or designee, shall meet with the Grievant(s) and the Union representative to discuss and seek a solution to the Grievance. Within ten (10) calendar days after this meeting, the

City Manager, or designee, shall give his or her written decision to the Grievant(s) and the Union.

Section 18-3. Arbitration Referral.

- A. If the Grievance is not resolved at Step Three, the Union may, within ten (10) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager, or designee. Employees shall not be entitled to arbitrate Grievances unless the Union refuses to arbitrate an Employee's grievance solely because the Employee is not a Union member in which event the Employee shall be entitled to arbitrate under the same conditions and financial obligations as the Union.
- B. Within ten (10) calendar days after the date of receipt of the arbitration request, the party requesting arbitration shall request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). All arbitrators must reside in Florida and/or have a Florida address, and agree to charge travel expenses as if they resided in Florida. Within fourteen (14) calendar days after receipt of the list, the parties shall meet and alternately strike names from the list, and the last remaining name shall be the arbitrator. The parties agree to engage in a coin toss to determine who shall strike the first name.
- C. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- D. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement and shall confine his or her decision solely to the interpretation or application of this Agreement.
- E. The arbitrator shall limit his or her decision to only those issues submitted to the City Manager under the Grievance process which have been presented for Arbitration.
- F. If the issue of arbitrability is raised by the City, the Arbitrator shall decide that issue before addressing the merits of the Grievance.
- G. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved Employee and/or the Union, and the City.
- H. The arbitrator's fee and expenses shall be split equally among the parties.
- I. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- J. In deciding any Grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.

Article 19 – General Provisions

Section 19-1. Duration of Agreement. This Agreement shall be effective as of _____, 1, 2009 and shall remain in full force and effect until its expiration on _____ 30, 2012. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement; therefore, except as otherwise specified within this Agreement, the parties agree that either party may open up no more than two Articles of this Agreement for re-negotiation per contract year.

Section 19-2. Savings Clause. If any article, section or provision of this Agreement is held invalid by a court of competent jurisdiction, or is rendered invalid by subsequent state, federal or local law, the remainder of this Agreement shall not be affected. If such action occurs, the parties will meet and attempt to negotiate a replacement for the invalid item within forty-five (45) calendar days.

Section 19-3. Amendments. All amendments to this Agreement shall be done in writing and signed by all parties, then sent for ratification as provided by law.

Section 19-4. Conflict Resolution Agreement. The City and Union agree that it is in the best interest of both parties to resolve department-related issues efficiently and effectively. Chain of command will unilaterally be followed and each Bargaining Unit Member may have Union representation during all parts of the resolution process.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

We have read and agree to the contract between the City of Brooksville and the Brooksville Professional Firefighters, Local 4661 as of this ___ day, of _____, 2009.

Brooksville Professional Firefighters
IAFF Local 4661

CITY OF BROOKSVILLE

Signature

Signature

Joseph W. Keefer

Joe Bernardini

Printed Name

Printed Name

President

Mayor, City Council

Title

Title

Date

Date

Brad Sufficool, Secretary-Treasure
Brooksville Professional Firefighters
IAFF Local 4661

*ATTESTED to by the City Clerk, Janice
Peters*

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

City Attorney



Brooksville Professional Fire Fighters
Local 4661
of
International Association of Fire Fighters

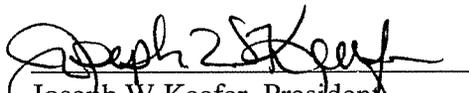
T. Jennene Norman-Vacha
City Manager
City of Brooksville
201 N. Howell Ave.
Brooksville, Florida 34601

Dear: Ms. Norma-Vacha;

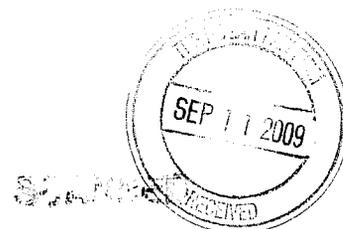
I would like to take this opportunity to inform you that an election for ratification by the union for the Labor Agreement between the City of Brooksville and the Brooksville Professional Firefighters Local 4661 was held September 9, 2009.

There was an unanimous vote by our membership to accept the contract as negotiated.

Respectfully Submitted;


Joseph W Keefer, President

Cc; Manly Bolin 1st D.V.P IAFF, Business Agent
Brad Sufficool, Secretary-Treasurer Local 4661
City Attorney

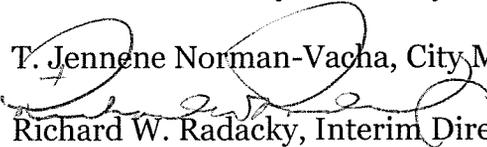


CITY OF BROOKSVILLE

MEMORANDUM

To: The Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager 

From:  Richard W. Radacky, Interim Director of Public Works

Date: 9/17/2009

Re: Sewer Rehabilitation, Phase 3, Bid Awards

In a letter from the Florida Department of Environmental Protection (FDEP), dated May, 19, 2009, the City of Brooksville was awarded \$2,409,827 for Sewer Rehabilitation, Phase 3. The City Council agreed to accept the FDEP Small Community Wastewater Facilities Loan for \$1,039,627 plus capitalized interest estimate of \$25,468 and a grant of \$1,370,200 with loan forgiveness.

Bids were opened on September 11, 2009. A total of 14 bids were received, opened and read aloud.

The bid work consists of cured-in-place pipe lining (CIPP) to line approximately 27,000 linear feet of sewer mains, lining or replacing 139 service laterals, installing new manholes, and surveying the City's sewer system. Also, manholes will be raised and coated using a Hernando County sole source bid.

The bid certification was separated into six (6) groups and two (2) alternate groups. The bid tabulation is as follows:

Group 1: Excavated Point Repairs

Company Name	Bid Amount
W. Clyde Daniels Construction, Inc. Brooksville, Fl.	\$197,535.93
Goodwin Brothers Construction, Inc., Brooksville, Fl.	\$631,523.00
MasTec N.A., Inc., Tampa, Fl.	\$926,493.90

Group 2: Chemical Grouting

Company Name	Bid Amount
Envirowaste Services Group, Inc. Miami, Fl.	\$256,952.60
Reynolds Inliner , LLC, Lake Mary, Fl.	\$442,751.00

Group 3: Manhole Repair and Replacement

Company Name	Bid Amount
W. Clyde Daniels Construction, Inc., Brooksville, Fl.	\$119,344.37

Group 4: Sectional and Lateral Lining (T- Liner or City approved equal)

Company Name	Bid Amount
LMK Pipe Renewal, LLC, Ft. Lauderdale, Fl.	\$397,849.60

Alt. Grp 4: BLD Top Hat (or City approved Equal)

Company Name	Bid Amount
LMK Pipe Renewal, LLC, Ft. Lauderdale, Fl.	\$49,316.00
BLD Services, LLC, Kenner, La.	\$60,890.00

Group 5: Cured in Place Mainline Pipe Lining

Company Name	Bid Amount
American Infrastructure Technologies Corp., Hanceville, Al.	\$848,764.00
SAK Co., LLC, Fallon, MO.	\$896,440.15
Miller Pipeline Corp., Indianapolis, IN.	\$937,989.60
Reynolds Inliner, LLC, Lake Mary, Fl.	\$988,082.50
Lanzo Lining Services, Inc., Deerfield Beach, Fl.	\$989,032.00
Williams Testing, LLC, Sarasota, Fl.	\$1,187,722.00

Legal Impact

Legal Counsel has reviewed for form and legality.

Staff Recommendation

Staff recommends that the City Council award bids in the not-to exceed amounts as follows:

	Company Name	Bid Award Amount
Group 1	W. Clyde Daniels Construction, Inc., Brooksville, FL	\$197,533.93
Group 2	Reject All Bids	0
Group 3	W. Clyde Daniels Construction, Inc., Brooksville, FL	\$119,344.37
Group 4	LMK Pipe Renewal, LLC., Fort Lauderdale, FL	\$397,849.60
Alternate Group 4	Reject All Bids	0
Group 5	American Infrastructure Technologies Corporation, Hanceville, AL	\$848,764.00
Group 6	Reject All Bids	0
Alternate Group 6	Reynolds Inliner, LLC., Lake Mary, FL	\$450,900.00
Manhole Coating "Sole Source"	Paintings and Coatings, Inc., Ft. Myers, FL	\$160,000.00
Total Amount of Sewer Rehab PH 3 Bid Awards		\$2,174,391.90

Staff of the Public Works Department recommends that the City Council authorize the Mayor to execute contracts with the awarded firms on behalf of City Council.

Group 6: Sanitary Sewer System Evaluation with Zoom Camera

Company Name	Bid Amount
Inframatrix, LLC, Tampa, Fl.	\$460,000.00
AUI LLC, Cookeville, TN.	\$774,500.00
Envirowaste Services Group, Inc., Miami, FL	\$852,000.00

Alternate Group 6: Sanitary Sewer System Evaluation with Closed Circuit TV (CCTV)

Company Name	Bid Amount
Reynolds Inliner, LLC, Lake Mary, Fl.	\$450,900.00
Envirowaste Services Group, Miami, Fl.	\$622,450.00
AUI, LLC., Cookeville, TN	\$774,500.00

Staff of the Public Works Department recommends not awarding Group 2, Chemical Grouting. It is work that is not needed at this time. The award amounts below do not include that group of work.

Staff of the Public Works Department further recommends awarding a contract to Paintings and Coatings, Inc., out of Ft. Meyers, FL, as a sole-source for manhole coating, in the amount of \$160,000. The Hernando County Board of County Commissioners sole-source documentation is attached.

Staff also recommends to keep funding available for engineering and project/grant management services. CardnoTBE was the City's sewer rehabilitation engineer and grant/project manager for Phases 1 and 2. CardnoTBE designed the program initially and would be the likely firm to continue on. In this case the work would be to manage the grant/project on an as needed basis.

Financial Impact

The City will be reimbursed for payments to the sewer rehab contractors for up to \$1,370,200 of the \$2,409,827 awarded. The capital expenditures will be budgeted to account number: 409-000-169-19049 (Construction in Progress).

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager *(Signature)*
From: Bill Geiger, Community Development Director *(Signature)*
Subject: Award of Demolition - 20021 VFW Road (Project Bid No. CD2009-07)
Date: August 25, 2009

General Information:

At the April 6, 2009 City Council meeting, staff was authorized to proceed with obtaining bids to demolish the unsafe, abandoned structure on the property located at 20021 VFW Road, provided the owner of the property did not proceed to hire a contractor to pull a permit to fix-up or demolish the property within a thirty day period from that meeting date. The owner did not hire a contractor to pull the permit, so the City has proceeded with bidding the project for demolition.

A bid opening was held at 3:00 p.m. on Friday August 14, 2009 in the City Hall Council Chambers for the above-referenced project. Nine sets of bids were received. Three of the nine bids were disqualified as being non-responsive to the bid request (Explanation provided on the Bid Tabulation Sheet attached). The three lowest responsive bids are as follows:

CONTRACTORS	CROSS CONSTRUCTION SERVICES, LUTZ, FL	SHELL CREEK DEMOLITION, PUNTA GORDA, FL	CROSS ENVIRONMENTAL SERVICES INC., CRYSTAL SPRINGS, FL
BASE BID	\$13,870.00	\$15,856.00	\$19,098.31
ALTERNATE NO. 1 BID	\$8,745.00	No Bid	\$11,598.31

The Base Bid includes services for testing materials for asbestos, demolition, removal and lawful disposal of the structure and slab, sealing and capping (as applicable) all utility connections and leaving the site in a clean, stabilized condition. Alternate Bid No. 1 includes all of the services as required for the Base Bid except for removal of the slab. Based on an inspection by the City's Building Official, there does not appear to be any friable asbestos materials on or in the structure. However, it is possible that there could be some non-friable floor tile in the structure. If after testing it is determined that there are asbestos materials in the building, staff would negotiate with the selected contractor to remove the material at an agreed upon, reasonable cost in compliance with local, state and federal requirements. If the proposed cost for asbestos removal is prohibitive (escalating the overall cost for this project beyond the budgeted amount), the City reserves the right to end the contract for services.

Cross Construction Services, Inc. is the lowest responsive bidder for both the Base Bid and the Alternate No. 1 Bid. The Company submitted a complete bid package and is properly licensed to do both demolition and asbestos abatement work. It would be appropriate to consider acceptance of the Alternate No. 1 Base Bid in lieu of the Base Bid since the property would be rendered in a safe condition without removing the slab, and to allow some budgeted reserve funds in the event that asbestos removal activity is required.

Budget Impact:

On April 6, 2009, the City Council authorized a budget amendment for this expenditure in an amount not-to-exceed \$16,000.00, to be withdrawn from the City's General Fund Reserve

sb Contingency line item. This amount has been incorporated into the proposed 2009-2010 fiscal year budget. Expenditures by the City for this project will be billed to the property owners and, if not paid, a lien will be filed against the property.

jb **Legal Statement:**

The City has followed the proper unsafe building abatement and bid process and is subsequently authorized to remove the structure. After all related contract documents are received, reviewed and approved by the City's legal counsel, the City may sign an Agreement for Contractor Services for the subject work.

Recommendation:

It is recommended that the City Council approve awarding the bid to the lowest responsive bidder, Cross Construction Services, Inc., for the Alternate No. 1 Bid amount of \$8,745.00, and authorize the Mayor to sign the appropriate related document(s) following review and approval by the City Attorney. Additionally, if asbestos abatement work is required, it is requested that the City Council authorize the City Manager to negotiate and approve an amendment to the service agreement to cover said cost, provided that the overall project cost does not exceed the budgeted funds for this project.

***Enclosures:**

1. Demolition of Building – 20021 VFW Rd. – Bid No. CD2009-07 - Bid Tabulation Form
2. Bid Opening Minutes for Bid No. CD2009-07
3. Pre-Bid Meeting Minutes
4. Council Meeting Minutes Excerpt from April 6, 2009

*Bids documents are available for review in the City Clerk and Community Development Department's offices.

pc: City Attorney
file

DEMOLITION OF BUILDING - 20021 VFW RD - BID NO. CD2009-07												
BID TABULATIONS												
Bidder	Base Bid	Alternate No. 1	Notes	Addendum 1	Bid/Proposal Certification Form	State of FI Contractor's License	Public Entity Crime Statement	Drug-Free Workplace Cert. Form	Original & 3 copies as required	Bid Bond or Certified Check		
W. Clyde Daniel Const.	\$10,498.00	\$3,425.00	1 Bid not responsive to what was requested	Yes	Yes	Copy of license not submitted	Yes	Yes	Yes	Yes		
Cross Construction	\$13,870.00	\$8,745.00		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
Shell Creek Demolition	\$15,856.00	No Bid		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
Cross Environmental	\$19,098.31	\$11,598.31		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
Kimmins Contracting	\$19,390.00	\$15,500.00		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
OSH Environmental	\$19,390.00	\$15,500.00	2 Bid not responsive to what was requested	No	second page only	Polk Co Bldg Cert of Comp	Yes	Yes	Orig. & 1 copy only	Yes		
Wolf Contracting	\$25,941.00	\$18,385.00		Yes	Yes	Yes	Yes	Yes	Yes	Yes		
Silver Wolf Consulting	\$39,084.00	\$31,000.00		Yes	Yes	- - -	Yes	Yes	Yes	Yes		
Pillar Construction	\$51,000.00	\$5,000.00	3 Bid not responsive to what was requested	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
			1. W. Clyde Daniel Const. - Base Bid did not include asbestos testing & Alt. No. 1 Bid was not responsive to request.									
			2. OSH Environmental - Only included 2nd page of certification form. one copy of the bid and did not include addendum #1.									
			3. Pillar Construction - Base Bid did not include siab removal and the Alt. No. 1 Bid was submitted as an "ADD" to the Base Bid (for removing the slab).									

BID OPENING MINUTES
DEMOLITION OF BUILDING AT 20021 VFW ROAD
BID NO. CD2009-07

August 14, 2009

3:00 p.m.

A Bid Opening was held at approximately 3:00 p.m. on Friday, August 14, 2009, in the City Hall Council Chambers for the **DEMOLITION OF BUILDING AT 20021 VFW ROAD BID NO. CD2009-07**. Janice L. Peters, City Clerk, Bill Geiger, Director of Community Development, Pat Jobe, Planning and Zoning Coordinator, Lew Chandler, Building Official and Kim Harsin, Deputy City Clerk/Recording Secretary were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the July 24, 2009, edition of the Hernando Today with a closing date and time set for 3:00 p.m. on Friday, August 14, 2009.

As a result, 9 sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form, 5% Bid Bond or Cashiers Check, Public Entity Crime Statement, Drug-Free Workplace Certification, Equipment List, Proof of License Certification and one (1) signed original with three (3) signed copies and five (5) references for similar work with contact name and numbers and Addendum Number 1 issued on August 6, 2009.

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

1. Cross Construction Services, Lutz, FL

BASE BID \$13,870.00
ALTERNATE #1 \$8,745.00

All required documentation included; Drug Program Implemented
Addendum #1 and 5% Bid Bond

2. Kimmins Contracting Corp., Tampa, FL

BASE BID \$19,390.00
ALTERNATE #1 \$15,500.00

All required documentation included; Drug Program Implemented
Addendum #1 and 5% Bid Bond

3. OSH Environmental, Babson Park, FL

BASE BID \$21,500.00
ALTERNATE #1 \$15,500.00

Bidder did not have the correct amount of copies; did not include Addendum #1 and only included the last page of the bid certification.

4. W. Clyde Daniel Construction, Brooksville, FL

BASE BID \$10,498.00
ALTERNATE #1 \$3,425.00

All required documentation included; Drug Program Implemented
Addendum #1 and Bid Bond Check in the amount of \$524.90

5. Cross Environmental Services, Inc., Crystal Springs, FL

BASE BID \$19,098.31
ALTERNATE #1 \$11,598.31

All required documentation included; Drug Program Implemented
Addendum #1 and 5% Bid Bond

6. Shell Creek Demolition, Punta Gorda, FL

BASE BID \$15,856.00
ALTERNATE #1 NO BID

All required documentation included; Drug Program Implemented
Addendum #1 and Bid Bond in the amount of \$792.80

7. Wolf Contracting, Brooksville, FL

BASE BID \$25,941.00
ALTERNATE #1 \$18,385.00

All required documentation included; Drug Program Implemented
Addendum #1 and Certified Check in the amount of \$1,297.05 as Bid Bond

8. Pillar Construction Group, Clermont, FL

BASE BID \$51,000.00
ALTERNATE #1 \$5,000.00

All required documentation included; Drug Program Implemented
Addendum #1 and 5% Bid Bond

9. Silver Wolf, Oldsmar, FL

BASE BID \$39,084.00
ALTERNATE #1 \$31,000.00

All required documentation included; Drug Program Implemented
Addendum #1 and Bid Bond in the amount of \$1,954.20

City Clerk Peters informed bidders that the packets would be reviewed by staff and the bid opening meeting closed at 3:15 p.m.

Kim Harsin
Deputy City Clerk

**PRE-BID MEETING MINUTES
DEMOLITION OF BUILDING AT 20021 VFW ROAD
BID NO. CD2009-07**

August 5, 2009

3:00 P.M.

A Pre-Bid Meeting was held at approximately 3:00 p.m. on Wednesday, August 5, 2009, in the City Hall Council Chambers for **DEMOLITION OF BUILDING AT 20021 VFW ROAD BID NO. CD2009-07**. Janice Peters, City Clerk, Bill Geiger, Community Development Director, Pat Jobe, Planning and Zoning Coordinator, Lew Chandler, Building Official and Kim Harsin, Deputy City Clerk and Recording Secretary were in attendance.

Director Geiger addressed questions concerning the bid as follows:

Tim Sparks of Cross Environmental Service asked if there is a completion time and if there were liquidated damages.

Bill Geiger replied there is 30 days from Notice to Proceed and there were no liquidated damages.

Phillip Johns of Kimmins Contracting asked if there was any asbestos containing materials.

Bill Geiger replied the City is not aware of any asbestos.

Tim Sparks asked if the successful bidder would get a change order for quantities and cost of abating asbestos if it is present.

Lew Chandler stated there is approximately 7,600 feet of tile that could be non-friable asbestos tile.

Bill Geiger stated an addendum will be issued to address the asbestos issue.

The question was asked if it was commercial property.

Bill Geiger replied that it was commercial property, and in the addendum the City will address extending the timeline to address the asbestos issue.

Jimmy Daniel of Wolf Contracting stated it would be difficult to bid not knowing if there is asbestos.

Scott Hoover asked about well and septic connections and does it include removal of asphalt.

Bill Geiger replied the foundation is included in the bid but the bid does not require removal of asphalt and the utility connections can be properly capped off and sealed.

The pre-bid meeting concluded at 3:10 p.m.

Recording Secretary

REGULAR COUNCIL MEETING MINUTES (Excerpt) – APRIL 6, 2009

VFW Unsafe Building Abatement

Consideration of request for staff to solicit Requests for Proposals to demolish the structure at 20021 VFW Road, for a cost not-to-exceed \$16,000 with funds from the City's General Fund's Reserve Contingency.

Director Geiger reviewed the proposed abatement. He noted he has spoken with the owners who will try to hire a contractor to do repairs but would like Council approval to proceed if needed. Brief discussion followed.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval of the abatement and allow the owner thirty (30) days for demolition or correction. Motion carried 4-0.



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

TO: HONORABLE MAYOR AND CITY COUNCILMEN
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER
SUBJECT: EMPLOYEE GROUP INSURANCE COVERAGES
DATE: SEPTEMBER 11, 2009

GENERAL SUMMARY/BACKGROUND: In conjunction with the annual budget process, the City has worked with the Gehring Group for renewal of insurance premium costs for the coverages that are provided for the employment benefit package.

Group Medical Coverage

As you recall, in FY 2007-08, the City's health plan experienced a significant number of claims and several costly claims that resulted in higher than expected costs for FY 2008-09. This coupled with the market and industry trends in the State of Florida for health care resulted in a renewal rate increase of thirty-nine percent (39%) for employee coverage.

Staff recommended several plan options in attempts to improve/reduce losses and increase utilization within Blue Cross Blue Shield's medical network; ultimately resulting in lower premiums (premium increases). City Council approved the Blue Options 1553 Plan at a premium of \$537.78 per month per employee with Blue Cross Blue Shield. This plan is a PPO plan utilizing the Blue Options network. This network includes all local hospitals and many local physicians. It offers a co-payment option for employees that use the network for medical care. Additionally, it provided a deductible that was half of the City's FY 2007-08 plan's deductible. All of the "co-payments" paid by an employee are applied to the calendar year maximum out-of-pocket costs.

After several months of working with the Gehring Group (City's Agent), Blue Cross Blue Shield has agreed to provide the same plan (Blue Options 1553) at a zero percent (0%) increase for FY 2009-10.

Staff and the Gehring Group looked at alternative plans of coverage and premiums, but are recommending that the City Council approve renewal of the current plan. The renewal and other alternatives that were reviewed are attached as Attachment 1.

Dental Coverage

Blue Cross Blue Shield of Florida/Florida Combined Life has provided renewal for dental coverage for the existing Blue Dental Choice Plus plan at a zero percent (0%) increase for FY 2009-10. The renewal is attached as Attachment 2 for your review.

Life Coverage

Staff has worked with the Gehring Group on the renewal of employee term-life insurance coverage and asked for alternatives.

Currently the City provides a term-life benefit of two (2) times salary for all City employees, except the Fire Department and Police Department, where a benefit of a flat \$15,000 is provided. Staff is not sure of when or why this benefit difference was made in the past, but recommends that all City employees should be provided the same opportunity for coverage. To that end staff requested an alternative quote that would allow the City to provide/offer the same benefit for all employees (2 x salary). The current (FY 2008-09) premium is estimated at \$27,687 annually underwritten/placed with Blue Cross Blue Shield/Florida Combined Life.

Blue Cross Blue Shield of Florida/Florida Combined Life has agreed to renew the current benefits with no increase in premium costs (estimated at \$27,687 annually).

The Gehring Group has proposed an alternative quote through Hartford. Hartford offers existing coverage that provides/offers a benefit of two (2) times salary for all City employees, except the Fire Department and Police Department, where a benefit of a flat \$15,000 benefit for an annual premium estimated at \$20,588. Additionally, Hartford has provided a quote that would allow the City to provide/offer the same benefit for all employees (2 x salary) for an estimated annual premium of \$26,183.

The renewal and other alternatives that were reviewed are attached as Attachment 3. Staff is recommending that Council approve for a single benefit of two (2) times salary for all employees through Hartford for an estimated annual premium of \$26,813.

Hartford will allow employees to purchase additional life coverage (voluntary life benefit) of up to five (5) times salary in \$10,000 increments; with \$100,000 as guaranteed issue. Additionally, the voluntary life benefit would allow for the purchase of term-life coverage for their spouse at a benefit level of fifty percent (50%) of employee coverage in \$5,000 increments; with \$30,000 as guaranteed issue.

Long-Term Disability Coverage

Currently the City does not provide a disability policy/coverage for employees, short-term or long-term coverage. Staff recommends the City add long-term disability coverage to the employee benefit package to remain competitive in the recruitment and retention of employees.

Staff requested proposals/quotes for this coverage through the Gehring Group. The quotes provided for FY 2009-10 are attached as Attachment 4. Blue Cross Blue Shield/Florida Combined Life provided a quote for long-term disability coverage with an estimated premium of \$23,869 annually. Hartford provided a quote for this same coverage at an estimated premium of \$11,934 annually.

Long-term disability coverage has not been budgeted within the FY 2009-10 budget documents. Staff is requesting that Council allow inclusion of employee long-term disability coverage for consideration within the FY 2010-11 budget.

BUDGET IMPACT: Coverages presented are within the monies allocated in the FY 2009-10 budget documents awaiting final approval of Council on September 23, 2009.

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

STAFF RECOMMENDATION: Staff recommends that City Council approved the following: (1) Renewal of employee group medical plan Blue Options 1553 Plan through Blue Cross Blue Shield of Florida at a premium of \$537.78 per month per employee or estimated total premium of \$800,859 annually; allowing provisions for voluntary dependent coverage; (2) Renewal of the employee group dental plan Blue Dental Choice Plus through Blue Cross Blue Shield of Florida/Florida Combined Life; allowing provisions for voluntary dependent coverage; and (3) Placement of group employee term-life coverage of two (2) times salary for all employees through Hartford for an estimated annual premium of \$26,183; allowing provisions for voluntary life benefits for the employee and/or spouse/dependents.

Attachment 1

SCHEDULE OF BENEFITS	Current		Initial Renewal		Revised Renewal		Alternate #1		Alternate #2			
	BlueCross BlueShield of Florida BlueOptions 1553	BlueCross BlueShield of Florida BlueOptions 1554	BlueCross BlueShield of Florida BlueOptions 1552	In Network	Out of Network	In Network	Out of Network					
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Lifetime Maximum	\$5 million	\$5 million	\$5 million	\$5 million	\$5 million	\$5 million						
Out of Pocket CYM	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$4,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Single	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$12,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Family	\$750	\$750	\$750	\$750	\$750	\$750	\$1,000	\$750	\$750	\$750	\$750	\$750
Calendar Year Deductible	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$3,000	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
Family	20%	40%	20%	40%	20%	40%	20%	40%	20%	40%	20%	40%
Coinsurance	20%	40%	20%	40%	20%	40%	20%	40%	20%	40%	20%	40%
Physician Services												
Primary Care Physician	\$20	CYD + 40%	\$20	CYD + 40%	\$20	CYD + 40%	\$20	CYD + 40%	\$20	CYD + 40%	\$20	CYD + 40%
Specialist	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%
Pre-Natal	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%
Chiropractic Services	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%
Laboratory Services	No Charge	CYD + 40%	No Charge	CYD + 40%	No Charge	CYD + 40%	No Charge	CYD + 40%	No Charge	CYD + 40%	No Charge	CYD + 40%
Hospital Services												
Inpatient Hospital	Tier 1 / 2	Tier 1 / 2	Tier 1 / 2	Tier 1 / 2	Tier 1 / 2	Tier 1 / 2						
Outpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$1,000 / \$1,500	\$2,250	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000
Emergency Room	\$150 / \$250	\$350	\$150 / \$250	\$350	\$150 / \$250	\$350	\$200 / \$300	\$400	\$150 / \$250	\$350	\$150 / \$250	\$350
Physician Services	\$100 + 20%	\$100 + 40%	\$100 + 20%	\$100 + 40%	\$100 + 20%	\$100 + 40%	\$100 + 20%	\$100 + 40%	\$100 + 20%	\$100 + 40%	\$100 + 20%	\$100 + 40%
Mental and Nervous Services												
Inpatient Hospital	30 Days, 20 Visits	30 Days, 20 Visits	30 Days, 20 Visits	30 Days, 20 Visits	30 Days, 20 Visits	30 Days, 20 Visits						
Outpatient Services	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$1,000 / \$1,500	\$2,250	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000
Substance Abuse Services												
Inpatient Hospital	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%
Outpatient Services	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$1,000 / \$1,500	\$2,250	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000
Pharmacy Plan												
Generic	\$15	Not Covered	\$15	Not Covered	\$15	Not Covered	\$15	Not Covered	\$15	Not Covered	\$15	Not Covered
Preferred Brand	\$30	Not Covered	\$30	Not Covered	\$30	Not Covered	\$30	Not Covered	\$30	Not Covered	\$30	Not Covered
Non Preferred Brand	\$50	Not Covered	\$50	Not Covered	\$50	Not Covered	\$50	Not Covered	\$50	Not Covered	\$50	Not Covered
Mail Order Copay	2x	Not Covered	2x	Not Covered	2x	Not Covered	2x	Not Covered	2x	Not Covered	2x	Not Covered
Summary												
Employee	100	\$537.78	\$560.39	\$537.78	\$560.39	\$537.78	\$526.21	\$537.78	\$526.21	\$537.78	\$526.21	\$537.78
Employee + Spouse	6	\$1,028.01	\$1,160.01	\$1,028.01	\$1,160.01	\$1,028.01	\$1,089.25	\$1,028.01	\$1,089.25	\$1,028.01	\$1,089.25	\$1,028.01
Employee + Child(ren)	4	\$934.77	\$1,063.54	\$934.77	\$1,063.54	\$934.77	\$989.26	\$934.77	\$989.26	\$934.77	\$989.26	\$934.77
Family	2	\$1,526.63	\$1,745.03	\$1,526.63	\$1,745.03	\$1,526.63	\$1,670.71	\$1,526.63	\$1,670.71	\$1,526.63	\$1,670.71	\$1,526.63
Monthly Premium		\$66,738.27	\$70,703.28	\$66,738.27	\$70,703.28	\$66,738.27	\$66,454.96	\$66,738.27	\$66,454.96	\$66,738.27	\$66,454.96	\$66,738.27
Annual Premium		\$800,859.28	\$848,439.36	\$800,859.28	\$848,439.36	\$800,859.28	\$797,459.52	\$800,859.28	\$797,459.52	\$800,859.28	\$797,459.52	\$800,859.28
\$ Increase		n/a	\$47,580.08	n/a	\$47,580.08	\$0.00	-\$3,399.76	\$0.00	-\$3,399.76	\$0.00	-\$3,399.76	-\$7,627.60
% Increase		n/a	5.9%	n/a	5.9%	0.0%	-0.4%	0.0%	-0.4%	0.0%	-0.4%	-1.0%

SCHEDULE OF BENEFITS	Current		Alternate #3		Alternate #4		Alternate #5		Alternate #6	
	BlueCross BlueShield of Florida BlueOptions 1553	BlueCross BlueShield of Florida BlueOptions 1358	BlueCross BlueShield of Florida BlueOptions 1359	BlueCross BlueShield of Florida BlueOptions 1353	BlueCross BlueShield of Florida BlueOptions 1359	BlueCross BlueShield of Florida BlueOptions 1353	BlueCross BlueShield of Florida BlueOptions 1155	BlueCross BlueShield of Florida BlueOptions 1155	In Network	Out of Network
Plan Basics	In Network	Out of Network	In Network	Out of Network						
Lifetime Maximum	\$5 million	\$5 million	\$5 million							
Out of Pocket CYM										
Single	\$3,000	\$5,000	\$3,000	\$5,000	\$3,000	\$5,000	\$3,000	\$5,000	\$3,000	\$5,000
Family	\$9,000	\$10,000	\$6,000	\$10,000	\$6,000	\$10,000	\$6,000	\$10,000	\$6,000	\$10,000
Calendar Year Deductible										
Single	\$750		\$750		\$1,000		\$1,000		\$1,000	
Family	\$2,250		\$2,250		\$3,000		\$3,000		\$3,000	
Coinsurance	20%	40%	20%	40%	20%	40%	20%	40%	20%	40%
Physician Services										
Primary Care Physician	\$20	CYD + 40%	\$20	CYD + 40%	\$25	CYD + 40%	\$25	CYD + 40%	CYD + 20%	CYD + 40%
Specialist	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Pre-Natal	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Chiropractic Services	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Laboratory Services	No Charge	CYD + 40%	No Charge	CYD + 40%						
Hospital Services										
Inpatient Hospital	Tier 1 / 2		Tier 1 / 2							
Outpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,000	CYD + 40%	\$750 / \$1,000	CYD + 40%	\$500 / \$1,000	\$1,750	\$750 / \$1,000	CYD + 40%
Emergency Room	\$150 / \$250	\$350	\$150 / \$250	CYD + 40%	\$150 / \$250	CYD + 40%	\$150 / \$250	\$350	\$200 / \$300	CYD + 40%
Physician Services	\$100 + 20%	\$100 + 40%	\$100	\$200	\$100	\$200	\$100 + 20%	\$100 + 40%	\$100	\$200
Mental and Nervous Services										
Inpatient Hospital	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%						
Outpatient Hospital	30 Days, 20 Visits		30 Days, 20 Visits							
Outpatient Services	\$750 / \$1,250	\$2,000	\$750 / \$1,000	CYD + 40%	\$750 / \$1,000	CYD + 40%	\$500 / \$1,000	\$1,750	\$750 / \$1,000	CYD + 40%
Substance Abuse Services										
Inpatient Hospital	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Outpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,000	CYD + 40%	\$750 / \$1,000	CYD + 40%	\$500 / \$1,000	\$1,750	\$750 / \$1,000	CYD + 40%
Outpatient Services	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Pharmacy Plan										
Generic	\$15	Not Covered	\$15	Not Covered						
Preferred Brand	\$30	Not Covered	\$30	Not Covered						
Non Preferred Brand	\$50	Not Covered	\$50	Not Covered						
Mail Order Copay	2x	Not Covered	2x	Not Covered						
Employee	\$537.78	\$524.03	\$524.03	\$513.10	\$513.10	\$506.80	\$494.64	\$494.64	\$494.64	\$494.64
Employee + Spouse	\$1,028.01	\$1,084.75	\$1,084.75	\$1,062.13	\$1,062.13	\$1,049.07	\$1,023.91	\$1,023.91	\$1,023.91	\$1,023.91
Employee + Child(ren)	\$934.77	\$985.19	\$985.19	\$964.64	\$964.64	\$952.77	\$929.93	\$929.93	\$929.93	\$929.93
Family	\$1,526.63	\$1,653.81	\$1,653.81	\$1,629.12	\$1,629.12	\$1,609.07	\$1,570.48	\$1,570.48	\$1,570.48	\$1,570.48
Monthly Premium	\$66,738.27	\$66,179.88	\$66,179.88	\$64,799.58	\$64,799.58	\$64,003.64	\$62,468.14	\$62,468.14	\$62,468.14	\$62,468.14
Annual Premium	\$800,859.28	\$794,158.56	\$794,158.56	\$777,594.96	\$777,594.96	\$768,043.68	\$749,617.68	\$749,617.68	\$749,617.68	\$749,617.68
\$ Increase	n/a	-\$6,700.72	-\$6,700.72	-\$23,264.32	-\$23,264.32	-\$32,815.60	-\$51,241.60	-\$51,241.60	-\$51,241.60	-\$51,241.60
% Increase	n/a	-0.8%	-0.8%	-2.9%	-2.9%	-4.1%	-6.4%	-6.4%	-6.4%	-6.4%

SCHEDULE OF BENEFITS	Current		Alternate #7		Alternate #8	
	BlueCross BlueShield of Florida BlueOptions 1553	BlueCross BlueShield of Florida BlueOptions 1151	BlueCross BlueShield of Florida BlueOptions 1553	BlueCross BlueShield of Florida BlueOptions 1151	BlueCross BlueShield of Florida BlueOptions H.S.A. 1160/1	BlueCross BlueShield of Florida BlueOptions H.S.A. 1160/1
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Lifetime Maximum	\$5 million		\$5 million		\$5 million	
Out of Pocket CYM						
Single	\$3,000		\$4,000		\$5,000	\$10,000
Family	\$9,000		\$12,000		\$5,000	\$10,000
Calendar Year Deductible	\$750		\$1,000		\$1,250	\$2,500
Single	\$2,250		\$3,000		\$2,500	\$5,000
Family		40%	20%	40%	20%	40%
Coinsurance	20%		20%		20%	
Physician Services						
Primary Care Physician	\$20	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Specialist	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Pre-Natal	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Chiropractic Services	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Laboratory Services	No Charge	CYD + 40%	No Charge	CYD + 40%	CYD	CYD + 40%
Hospital Services						
Inpatient Hospital	Tier 1 / 2		Tier 1 / 2		Tier 1 / 2	
Outpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	CYD + 20% / 25%	CYD + 40%
Emergency Room	\$150 / \$250	\$350	\$200 / \$300	\$400	CYD + 20% / 25%	CYD + 40%
Physician Services	\$100 + 20%	\$100 + 40%	\$100 + 20%	\$100 + 40%	CYD + 20%	CYD + 40%
Mental and Nervous Services						
Inpatient Hospital	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Outpatient Services	30 Days, 20 Visits		30 Days, 20 Visits		30 Days, 20 Visits	
Substance Abuse Services						
Inpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	CYD + 20% / 25%	CYD + 40%
Outpatient Services	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Pharmacy Plan						
Generic	\$15	Not Covered	\$15	Not Covered	CYD + \$15	Not Covered
Preferred Brand	\$30	Not Covered	\$30	Not Covered	CYD + \$30	Not Covered
Non Preferred Brand	\$50	Not Covered	\$50	Not Covered	CYD + \$50	Not Covered
Mail Order Copay	2x	Not Covered	2x	Not Covered	Not Covered	Not Covered
Employee	100	\$537.78	\$487.08	\$387.18	\$387.18	
Employee + Spouse	6	\$1,028.01	\$1,008.27	\$813.38	\$813.38	
Employee + Child(ren)	4	\$934.77	\$915.72	\$738.72	\$738.72	
Family	2	\$1,526.63	\$1,546.51	\$1,247.57	\$1,247.57	
Monthly Premium		\$66,738.27	\$61,513.52	\$49,048.30	\$49,048.30	
Annual Premium		\$800,859.28	\$738,162.24	\$588,579.60	\$588,579.60	
\$ Increase		n/a	-\$62,697.04	-\$212,279.68	-\$212,279.68	
% Increase		n/a	-7.8%	-26.5%	-26.5%	

SCHEDULE OF BENEFITS	Current		Alternate #3a		Alternate #4a		Alternate #5a		Alternate #6a	
	BlueCross BlueShield of Florida BlueOptions 1553	BlueCross BlueShield of Florida BlueOptions 1358	BlueCross BlueShield of Florida BlueOptions 1359	BlueCross BlueShield of Florida BlueOptions 1353	BlueCross BlueShield of Florida BlueOptions 1359	BlueCross BlueShield of Florida BlueOptions 1353	BlueCross BlueShield of Florida BlueOptions 1353	BlueCross BlueShield of Florida BlueOptions 1353	BlueCross BlueShield of Florida BlueOptions 1155	BlueCross BlueShield of Florida BlueOptions 1155
Plan Basics	In Network	Out of Network								
Lifetime Maximum		\$5 million								
Out of Pocket CYM										
Single	\$3,000	\$5,000	\$3,000	\$5,000	\$3,000	\$5,000	\$4,000	\$5,000	\$3,000	\$5,000
Family	\$9,000	\$10,000	\$6,000	\$10,000	\$6,000	\$10,000	\$12,000	\$10,000	\$6,000	\$10,000
Calendar Year Deductible										
Single	\$750	\$750					\$1,000	\$1,000		\$1,000
Family	\$2,250	\$2,250					\$3,000	\$3,000		\$3,000
Coinsurance	20%	40%	20%	40%	20%	40%	20%	40%	20%	40%
Physician Services										
Primary Care Physician	\$20	CYD + 40%	\$20	CYD + 40%	\$25	CYD + 40%	\$25	CYD + 40%	CYD + 20%	CYD + 40%
Specialist	\$35	CYD + 40%	CYD + 20%	CYD + 40%						
Pre-Natal	\$35	CYD + 40%	CYD + 20%	CYD + 40%						
Chiropractic Services	\$35	CYD + 40%	CYD + 20%	CYD + 40%						
Laboratory Services	No Charge	CYD + 40%								
Hospital Services										
Inpatient Hospital	Tier 1 / 2									
Outpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,000	CYD + 40%	\$750 / \$1,000	CYD + 40%	\$500 / \$1,000	\$1,750	\$750 / \$1,000	CYD + 40%
Emergency Room	\$150 / \$250	\$350	\$150 / \$250	CYD + 40%	\$150 / \$250	CYD + 40%	\$150 / \$250	\$350	\$200 / \$300	CYD + 40%
Physician Services	\$100 + 20%	\$100	\$100	\$200	\$100 + 20%	\$200	\$100 + 20%	\$100 + 40%	\$100	\$200
Mental and Nervous Services										
Inpatient Hospital	30 Days, 20 Visits									
Outpatient Services	\$750 / \$1,250	\$2,000	\$750 / \$1,000	CYD + 40%	\$750 / \$1,000	CYD + 40%	\$500 / \$1,000	\$1,750	\$750 / \$1,000	CYD + 40%
Substance Abuse Services										
Inpatient Hospital	\$35	CYD + 40%	CYD + 20%	CYD + 40%						
Outpatient Services	\$750 / \$1,250	\$2,000	\$750 / \$1,000	CYD + 40%	\$750 / \$1,000	CYD + 40%	\$500 / \$1,000	\$1,750	\$750 / \$1,000	CYD + 40%
Pharmacy Plan										
Generic	\$35	CYD + 40%	CYD + 20%	CYD + 40%						
Preferred Brand	\$15	Not Covered								
Non Preferred Brand	\$30	Not Covered	\$50	Not Covered						
Mail Order Copay	\$50	Not Covered	\$80	Not Covered						
	2x	Not Covered								
Employee	100	\$537.78	\$510.86	\$499.97	\$499.97	\$499.97	\$495.06	\$481.55	\$481.55	\$481.55
Employee + Spouse	6	\$1,028.01	\$1,057.47	\$1,034.94	\$1,034.94	\$1,034.94	\$1,024.77	\$996.81	\$996.81	\$996.81
Employee + Child(ren)	4	\$934.77	\$960.42	\$939.94	\$939.94	\$939.94	\$930.72	\$905.31	\$905.31	\$905.31
Family	2	\$1,526.63	\$1,621.99	\$1,587.40	\$1,587.40	\$1,587.40	\$1,571.81	\$1,528.92	\$1,528.92	\$1,528.92
Monthly Premium		\$66,738.27	\$64,516.48	\$63,141.20	\$63,141.20	\$63,141.20	\$62,521.12	\$60,814.94	\$60,814.94	\$60,814.94
Annual Premium		\$800,859.28	\$774,197.76	\$757,694.40	\$757,694.40	\$757,694.40	\$750,253.44	\$729,779.28	\$729,779.28	\$729,779.28
\$ Increase		n/a	-\$26,661.52	-\$43,164.88	-\$43,164.88	-\$43,164.88	-\$50,605.84	-\$71,080.00	-\$71,080.00	-\$71,080.00
% Increase		n/a	-3.3%	-5.4%	-5.4%	-5.4%	-6.3%	-8.9%	-8.9%	-8.9%

**City of Brooksville
Medical Insurance Renewal Evaluation - ALT Rx
Effective Date: October 1, 2009**

SCHEDULE OF BENEFITS	Current		Alternate #7a		Alternate #8	
	BlueCross BlueShield of Florida BlueOptions 1553	Out of Network	BlueCross BlueShield of Florida BlueOptions 1151	Out of Network	BlueCross BlueShield of Florida BlueOptions H.S.A. 1160/1	Out of Network
Plan Basics	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Lifetime Maximum	\$5 million	\$5 million	\$5 million	\$5 million	\$5 million	\$5 million
Out of Pocket CYM						
Single	\$3,000	\$3,000	\$4,000	\$4,000	\$5,000	\$10,000
Family	\$9,000	\$9,000	\$12,000	\$12,000	\$5,000	\$10,000
Calendar Year Deductible						
Single	\$750	\$750	\$1,000	\$1,000	\$1,250	\$2,500
Family	\$2,250	\$2,250	\$3,000	\$3,000	\$2,500	\$5,000
Coinurance	20%	40%	20%	40%	20%	40%
Physician Services						
Primary Care Physician	\$20	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Specialist	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Pre-Natal	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Chiropractic Services	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Laboratory Services	No Charge	CYD + 40%	No Charge	CYD + 40%	CYD	CYD + 40%
Hospital Services						
Inpatient Hospital	Tier 1 / 2		Tier 1 / 2		Tier 1 / 2	
Outpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	CYD + 20% / 25%	CYD + 40%
Emergency Room	\$150 / \$250	\$350	\$200 / \$300	\$400	CYD + 20% / 25%	CYD + 40%
Physician Services	\$100 + 20%	\$100 + 40%	\$100 + 20%	\$100 + 40%	CYD + 20%	CYD + 40%
Mental and Nervous Services						
Inpatient Hospital	30 Days, 20 Visits		30 Days, 20 Visits		30 Days, 20 Visits	
Outpatient Services	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	CYD + 20% / 25%	CYD + 40%
Substance Abuse Services						
Inpatient Hospital	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Outpatient Services	\$2,500 LTM		\$2,500 LTM		\$2,500 LTM	
Pharmacy Plan						
Generic	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	CYD + 20% / 25%	CYD + 40%
Preferred Brand	\$35	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Non Preferred Brand	\$15	Not Covered	\$15	Not Covered	CYD + \$15	Not Covered
Mail Order Copay	\$50	Not Covered	\$50	Not Covered	CYD + \$30	Not Covered
	2x	Not Covered	2x	Not Covered	CYD + \$50	Not Covered
Employee	\$537.78		\$475.46		\$387.18	
Employee + Spouse	\$1,028.01		\$984.18		\$813.38	
Employee + Child(ren)	\$934.77		\$893.85		\$738.72	
Family	\$1,526.63		\$1,509.56		\$1,247.57	
Monthly Premium	\$66,738.27		\$60,045.60		\$49,048.30	
Annual Premium	\$800,859.28		\$720,547.20		\$588,579.60	
\$ Increase	n/a		-\$60,312.08		-\$212,279.68	
% Increase	n/a		-10.0%		-26.5%	

Attachment 2

City of Brooksville
Dental Insurance Renewal
Effective Date: October 1, 2009



SCHEDULE OF BENEFITS	CURRENT		RENEWAL	
	BlueCross BlueShield (FCL) BlueDental ChoicePlus		BlueCross BlueShield (FCL) BlueDental ChoicePlus	
	<i>In Network</i>	<i>Non Network</i>	<i>In Network</i>	<i>Non Network</i>
Plan Basics				
Calendar Year Maximum Benefit				
Single	\$1,000		\$1,000	
Family	\$1,000 per person		\$1,000 per person	
Deductibles				
Single	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes
Benefits				
Preventative	100%	100%	100%	100%
Basic	80%	80%	80%	80%
Major	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%
Orthodontia - Maximum	\$1,000 - Lifetime		\$1,000 - Lifetime	
Service Information				
Out of Network Benefits Payable Level	90% UCR		90% UCR	
Waiting Period for Major Services	None		None	
Endodontics/Periodontics Payable Level	Basic		Basic	
Rate Guarantee	Expires 09/30/09		12 months	
Employee	94	\$30.62	\$30.62	
Employee + Spouse	7	\$63.75	\$63.75	
Employee + Child(ren)	8	\$72.25	\$72.25	
Family	3	\$105.37	\$105.37	
Monthly Premium		\$4,218.64	\$4,218.64	
Annual Premium		\$50,623.68	\$50,623.68	
\$ Increase		N/A	\$0.00	
% Increase		N/A	0.0%	

Attachment 3

City of Brooksville
Life Renewal

Effective Date: October 1, 2009



	<u>CURRENT</u> <i>BlueCross BlueShield / FCL</i>	<u>RENEWAL</u> <i>BlueCross BlueShield / FCL</i>	<u>ALTERNATE 1</u> <i>Hartford</i>	<u>ALTERNATE 2</u> <i>Hartford</i>
<u>LIFE AND AD&D</u> Life and AD&D Benefit				
General Employees	2x Salary to \$200,000 max Flat \$15,0000	2x Salary to \$200,000 max Flat \$15,0000	2x Salary to \$200,000 max Flat \$15,0000	2x Salary to \$200,000 max 2x Salary to \$200,000 max
Police and Fire	Included 33% at Age 70	Included 33% at Age 70	Included 33% at Age 70	Included 33% at Age 70
Waiver of Premium				
Age Reductions				
Basic Life Rate / \$1,000	\$0.35	\$0.35	\$0.26	\$0.23
AD&D Rate / \$1,000	\$0.04	\$0.04	\$0.03	\$0.03
Total Life and AD&D Rate	\$0.39	\$0.39	\$0.29	\$0.26
Life - Estimated Volume	\$5,916,000	\$5,916,000	\$5,916,000	\$8,392,000
Total Monthly Premium	\$2,307.24	\$2,307.24	\$1,715.64	\$2,181.92
Total Annual Premium	\$27,686.88	\$27,686.88	\$20,587.68	\$26,183.04
Rate Guarantee				
\$ Increase	N/A	\$0.00	-\$7,099.20	-\$1,503.84
% Increase	N/A	0.00%	-25.64%	-5.43%
<u>Voluntary Life Benefit</u>				
Employees			5x Salary to \$500,000 \$10,000 Increments	5x Salary to \$500,000 \$10,000 Increments
Guaranteed Issue			\$100,000	\$100,000
Spouse			50% of EE - \$5k Increments	50% of EE - \$5k Increments
Guaranteed Issue			\$30,000	\$30,000
Waiver of Premium			Included	Included
Portability / Conversion			Included / Included	Included / Included
Age Reductions			33% at Age 70	33% at Age 70

Attachment 4

**City of Brooksville
Disability Insurance Proposals
Effective Date: October 1, 2009**



FLORIDA COMBINED LIFE THE HARTFORD

	Employer Paid	Employer Paid
Long Term Disability All Eligible Employees	60% of monthly earnings	60% of monthly earnings
Elimination Period	180 days	180 days
Own Occupation Period	24 months	24 months
Duration of Benefit	To age 65	To age 65
Features		
Maximum Monthly Benefit	\$5,000	\$5,000
Mental Illness Limitation	24 months	24 months
Pre-Existing Condition Limitation	3/12	3/3/12
Rate Guarantee Period	24 Months	24 Months
LTD Rate / \$100	\$0.56	\$0.28
Estimated Volume	\$355,191	\$355,191
Monthly Premium	\$1,989.07	\$994.53
Annual Premium	\$23,868.84	\$11,934.42

EMPLOYMENT AGREEMENT
CITY MANAGER
BROOKSVILLE, FLORIDA

This EMPLOYMENT AGREEMENT made and entered into this 21st day of May, 2007, by and between the City of Brooksville, State of Florida, a municipal corporation, hereinafter called the "City", and T. Jennene Norman-Vacha, hereinafter called the "Employee;" both understanding and agreeing to abide at all times by all terms and conditions as set forth herein:

WITNESSETH

WHEREAS, the City Charter provides for the position of City Manager and the City desires to employ the professional services of Employee as City Manager; and

WHEREAS it is the desire of the City to:

1. Secure and retain the services of Employee and to provide inducement for her to remain in such employment; and
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
3. To provide a just means for terminating Employee's services at such time as she may be unable to discharge her duties due to disability or when the City may desire to otherwise terminate her employment; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Brooksville, under the terms and conditions of this Agreement.

Section 1. EMPLOYEE EMPLOYMENT AND DUTIES

The City hereby agrees to employ Employee as City Manager of the City of Brooksville to perform the functions and duties specified in the City Charter and such other legally permissible and proper duties and functions as the City Council will from time to time assign.

Section 2. TERM

- A. This Employment Agreement shall be effective on June 7, 2007, and shall have a term ending June 7, 2009 (hereinafter "the Termination Date"). Employee agrees to remain in the exclusive employment of the City until said Termination Date, (except outside work authorized herein or later approved by the City Council) unless this Agreement is terminated as hereinafter provided.

B. In the event written termination notice is not given by either party to this Agreement to the other at least ninety (90) days prior to the Termination Date as herein provided, this Agreement shall be extended on the same terms and conditions as herein provided, including any adjustments or amendments made to the terms and conditions during the previous term, all for an additional period of one (1) year. Said Agreement shall continue thereafter for successive one (1) year periods unless either party hereto gives at least ninety (90) days' written notice to the other party that the party does not wish to extend this Agreement for an additional one (1) year term.

Section 3. ANNUAL SALARY, SALARY INCREASES, SALARY ADJUSTMENTS AND DEFERRED COMPENSATION

A. ANNUAL SALARY

The City agrees to pay Employee for services rendered pursuant hereto an annual Salary of \$80,000.00, subject to consideration for a merit based increase six (6) months after the date of final execution of this Agreement and any other adjustments provided for in this section, payable in installments at the same time as other employees of the City are paid.

B. SALARY INCREASES

The City shall provide to Employee any and all cost of living adjustments provided to all other non-union employees of the City at such time that the general employees receive the cost of living adjustment.

C. RETIREMENT/DEFERRED COMPENSATION

The City will make contribution into the Florida Retirement System per the applicable policies and procedures, or if Employee so elects, the City agrees to continue the Employee's participation in the ICMA-RC 401 retirement plan, or such other plan as Employee may select, contributing the same sum that would be paid if Employee were enrolled in the Florida Retirement System in monthly installments on behalf of Employee and to transfer this amount, and any additional contribution desired by Employee which City will deduct from Employee's salary, to the Plan Administrator each month. The City further agrees to transfer ownership in any deferred compensation plan to succeeding employers, if applicable, or to Employee upon Employee's termination, resignation, or the expiration of this Agreement.

Section 4. HOURS AND SCHEDULE

A. EMPLOYMENT

Except as provided herein or during periods of illness, vacation or absences of a day or more authorized by the Mayor, or his or her designee, Employee will devote her best efforts to the performance of her duties and responsibilities under this Agreement. Nothing herein will limit Employee's right to make passive investments; to participate in charitable service and organizations; to participate in community activities, trade and professional organizations; or to undertake other engagements or activities which do not interfere with the performance of her duties hereunder, it being mutually agreed that her participation in charitable service, other community activities and trade and professional organizations is to the benefit of the City. Employee shall not otherwise be employed on a full or part-time basis without the written permission of the City Council. The term "employed" as used herein shall not be construed to include teaching, writing, speaking, or consulting engagements or obligations performed during the Employee's personal time off, provided such outside employment does not interfere with the efficient operation of City business. The City acknowledges that such outside employment does not create a conflict of interest with the Employee's duties as City Manager and consents to the continued performance of such work by Employee that does not interfere with the efficient operation of City business.

B. HOURS OF WORK

Employee shall be "on-call" 24 hours a day and agrees to make herself available as needed. It is recognized that Employee's duties as City Manager require a great deal of time outside of normal office hours. It is also recognized that Employee is required to devote an unspecified amount of time and energy to carry out those duties with the highest amount of professionalism possible and that because of the "24-hour" nature of her responsibilities, interference with her private life is to be expected. That being the case, the parties recognize that Employee may choose to take reasonable personal time off away from the office within the general area of the City of Brooksville during the City's normal business hours, when her duties allow and her absence will not interfere with the efficient operation of City business; provided, however, that she is at all times available by telephone or pager, except during periods of illness, vacation and absences approved by the Mayor or his or her designee. This time off is not considered vacation nor compensatory time. Employee agrees that at all times, including personal time as set forth herein,

she will conduct herself in a professional manner and not bring discredit to the City or to the operation of its business. The City Council will consider Employee's use of personal time off during its annual performance evaluation of her.

Section 5. PERFORMANCE REVIEW

Based on an annual salary/performance review of Employee by the City Council, the City may award Employee a merit increase. Said review shall be made on the Employee's anniversary date and shall focus on (but shall not be limited to) the following areas:

- A. Fiscal management;
- B. Management and organization of City employees;
- C. Management of City's assets;
4. Program development and follow-through;
5. Community relations;
6. Communication ability with the City Council and its members;
7. Intergovernmental relations; and
8. Management style.

Section 6. FRINGE BENEFITS

Except as herein provided, all provisions of the City Code and Personnel Rules and Regulations relating to working conditions, holiday pay, jury duty, witness leave, funeral leave, and other benefits that presently exist or may be hereafter provided for other managerial employees of the City shall also apply to Employee, in addition to the benefits enumerated herein.

- A. City shall provide full major-medical insurance for Employee and dependents in the same manner that City provides said insurance for other City employees.
- B. City shall provide Employee with insurance protection, including comprehensive, general liability, errors and omissions coverage and public official liability applicable to all acts of Employee arising out of her employment which shall be similar to what other governmental jurisdictions provide for this type of coverage. In addition, the City agrees to pay for the costs of defense of the Employee arising out of any suits connected with her employment and any settlements thereof, unless it is found by the court that the Employee was acting in gross negligence or with malicious intent.
- C. City shall furnish life insurance in the amount of two times annual salary with waiver of premium in the event of Employee's disability during the term of this Agreement. Such insurance payments shall be made to Employee's beneficiaries in the event of death or disability.

- D. The Employee will be granted vacation days and sick leave as provided in the City Personnel Policy.

Section 7. PROFESSIONAL DEVELOPMENT

Subject to budgeted funds and state law, the City may pay the travel, registration fees, and reasonable subsistence expenses of Employee for professional conferences, training programs, and meetings necessary for the continued professional development of Employee, and for the Employee to adequately pursue necessary official and other functions for or on behalf of the City, including, but not limited to, the annual conference of the International City Management Association and of the Florida City and County Managers Association.

Section 8. GENERAL EXPENSES

The City recognizes that certain expenses of a non-personal and generally job-related nature shall be incurred by Employee and hereby agrees to reimburse Employee for such expenses provided that claims, supported by receipts (when available) are submitted to the City by Employee and are reimbursable pursuant to Florida law and the City travel policy.

Section 9. VEHICLE

The City will provide Employee with a city-owned or leased vehicle, at City's option, which will include all maintenance, gasoline and insurance. In the alternative, if Employee so elects, she may release the City from the requirement to provide a vehicle and receive mileage reimbursement, pursuant to the City travel policy for the official use of her private vehicle.

Section 10. MEMBERSHIPS

A. PROFESSIONAL ORGANIZATIONS

The City will pay Employee's annual membership dues in the International City Management Association, the Florida City and County Managers Association and any other professional organization the City Council may from time to time approve, provided Employee participates in such organizations and attends annual conferences or seminars thereof at least every other year.

B. CIVIC AND SERVICE ORGANIZATIONS

The City recognizes the desirability of representation in and before civic, service, and other organizations or associations, and Employee may become a member of such organizations as Employee deems appropriate, provided Employee pays any expenses

related thereto.

Section 11. RESIDENCY

If Employee moves from her current residence, which is just outside City limits, Employee will be required to relocate within the corporate limits of the City and to maintain a residence within the corporate limits during the term of this Agreement.

Section 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. MEDICAL EXAMINATIONS

The City retains the option to require Employee to submit, not more than once per year, to a complete physical examination by a qualified physician selected by City. The City may also require medical examinations in relation to a real or potential disability as provided for in Section 13, paragraph D, herein. The City will pay all costs of any such examination and Employee will receive a copy of the findings.

B. CITY LAW, RULES AND REGULATIONS

All provisions of City law, rules and regulations that apply to all other employees as they now exist or may be amended, shall apply to the Employee in addition to those items outlined in this Agreement.

C. BONDING

The City will provide and pay the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

D. COMMUNICATIONS

The City will, during the term of this Agreement, provide Employee with the use of a portable radio transceiver including all channels utilized by the City, a digital pager service, and a cellular phone service with personal calls being reimbursed to the City.

Section 13. TERMINATION, DISABILITY, EFFECTIVE TERMINATION AND RESIGNATION

A. TERMINATION

The Employee will serve at the pleasure of the City and nothing in this Agreement will prevent, limit, or otherwise interfere with the right of City to terminate the services of Employee at any time by 3/5 vote of the City Council, subject only to the provisions of this Agreement. If Employee is terminated by the

City without just cause prior to the termination date, and Employee is willing and able to perform the duties of City Manager, the City agrees to pay to Employee on the effective date of termination a sum equal to three (3) months of salary. In addition, City will pay Employee for any accumulated and unused leave pursuant to the terms City Personnel Policy in place upon the date of final execution of this Agreement.

In the event the Employee is terminated for Cause, the City will pay Employee her salary at Employee's existing pay rate together with accrued but unused vacation and sick time or other benefits through the effective date of termination, pursuant to the terms of the City Personnel Policy in place upon the date of final execution of this Agreement.

Cause shall be defined as:

- i. Being convicted of a felony;
- ii. Being adjudicated by the applicable state governing body of a violation of the Code of Ethics for Public Officers and Employees (Chapter 112, Florida Statutes);
- iii. Being convicted of engaging in any act of fraud or theft.
- iv. Employee's failure to follow the assigned duties or the reasonable directions of the City Council after written notice of such failure and a reasonable opportunity to remedy such failure has been provided to Employee.
- v. A material breach of this Agreement.
- vi. Any conduct that would be cause for termination pursuant to the City Personnel Policy in place upon the date of final execution of this Agreement.

B. EFFECTIVE TERMINATION/INVOLUNTARY RESIGNATION

In the event the City, at any time during the employment term, reduces the salary or other financial benefits of Employee, then the Employee may, at her option, be deemed to be "terminated" at the date of such action and the provision of paragraph A shall take effect.

C. VOLUNTARY RESIGNATION

Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from the position as City Manager. In the event the Employee voluntarily resigns as City Manager prior to the expiration date of this Agreement, the Employee agrees to give the City a minimum of thirty (30) days' written notice in advance, or such

shorter period as the City shall approve. In the event Employee resigns, as provided for by this section, Employee's salary and benefits will continue until the effective date of Employee's resignation and Employee will receive payment for any earned but unused vacation and sick time or other benefits, pursuant to the existing City Personnel Policy, calculated at Employee's pay rate on the effective date of the resignation.

D. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform the duties and responsibility of City Manager due to health, accident, injury or mental incapacity for a period in excess of forty-five (45) days, the City may, by a 3/5 vote of the City Council, require Employee to submit reports from competent medical authorities, as provided for by Section 12, paragraph A, of this Agreement, regarding Employee's physical and mental condition. After reviewing such reports and any additional information provided by the Employee, the City may terminate the Employee if the City determines by a 3/5 vote of the City Council that the Employee is not physically or mentally able to perform the duties and responsibilities of City Manager. If terminated under this section, the Employee will receive payment of salary until the effective date of termination and any earned but unused vacation or sick time or other benefits, pursuant to the existing City Personnel Policy, calculated at Employee's then existing pay rate.

E. DEATH

Should employee die during the term of this Agreement, all amounts due Employee, including accrued salary, and accrued but unused vacation time, and other benefits, shall be paid to Employee's designated beneficiary, according to written instruction on file with the Human Resources Division or personnel file.

F. DISTRIBUTION SCHEDULE

If Employee is terminated (with or without cause) or resigns, the City will pay all amounts due Employee on the effective date of the termination or resignation. In the event of death, the City will pay all amounts otherwise due Employee to Employee's beneficiary within thirty (30) calendar days.

Section 14. CONFLICTS OF INTEREST

Employee will disclose to the City any real or potential conflicts of interests and otherwise comply with the International City Manager's Association's Code of Ethics and all laws of the State of Florida.

Section 15. GENERAL PROVISIONS

A. HEADINGS

The headings utilized herein are provided as aids in referencing provisions of this Agreement, but will not be utilized in interpretation of construction of the terms and conditions hereof.

B. AMENDMENTS

This Agreement may not be amended, modified, released, discharged, supplemented, interpreted, or changed in any manner except by written instrument signed by the City and Employee.

C. SOCIAL SECURITY, MEDICARE TAX, AND INCOME TAX WITHHOLDING

The City will withhold the Employee's portion of Federal Social Security, Medicare tax and Federal income taxes, and deposit such amounts along with employers portion of social security taxes, as required by Federal regulations.

D. WAIVER

Failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the Agreement or exercise any rights hereunder will not be construed as a waiver or relinquishment of the further exercise of such right, but the obligation of the other party with respect to such future performance will continue in full force and effect.

E. APPLICABLE LAW

This Agreement will be deemed to have been entered into and will be construed and governed, except with respect to conflict of law, in accordance with the laws of the State of Florida. Venue shall be only in Hernando County, Florida.

F. CONFLICT AND MERGER

This Agreement and any attachments duly executed by the City and the Employee contain the entire and only understandings and agreements between the City and the Employee relating to the subject matter hereof. Any representations, provisions, understandings, or conditions not contained herein will be of no effect and will not be binding on City or Employee. To the extent this Agreement and the City Personnel Policy in place at the time of final execution of this Agreement are in direct conflict, if any, the terms of this Agreement shall govern and

prevail.

G. NOTICES

Notices pursuant to this Agreement will be given by certified mail, return receipt requested, and deposited in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City Mayor, City of Brooksville
City Hall, 201 Howell Avenue
Brooksville, FL 34601

Employee T. Jennene Norman-Vacha
Post Office Box 10038
Brooksville, FL 34603

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice will be deemed given the date of personal service or four (4) calendar days after the date of transmission by the United States Postal Service by certified mail. Notification of changes in the address for notices will be made to the other party by the same procedures set forth in this section.

H. SEVERABILITY

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

I. ASSIGNMENT

This Agreement shall not be assignable.

J. FORCE MAJEURE

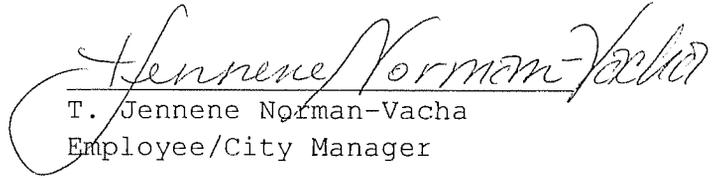
Neither the City nor the Employee will be liable or in default for any delay or failure to perform under this Agreement resulting directly, or indirectly, from any cause beyond their reasonable control, including, but not limited to, war, insurrection or any acts of God.

IN WITNESS HEREOF, the City of Brooksville, by City Council approval at the Regular Meeting of May 21, 2007, has caused this Agreement to be signed and executed on its behalf of the City by the Mayor, duly attested by the Acting City Clerk, and the Employee has signed this Agreement, both in duplicate.



David Pugh
Mayor, City of Brooksville

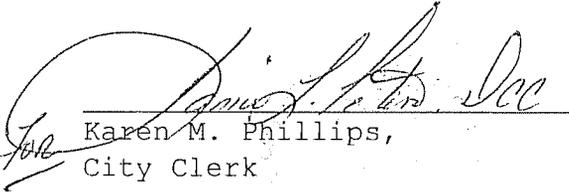
Date: 5/24/07



T. Jennene Norman-Vacha
Employee/City Manager

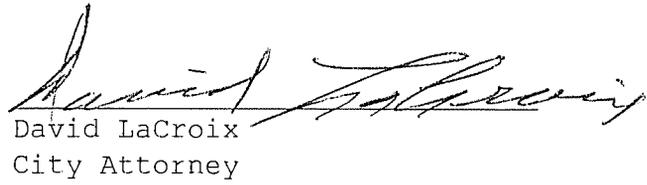
Date: May 22, 2007

ATTEST:



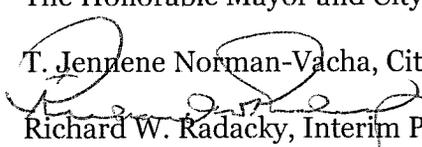
Karen M. Phillips,
City Clerk

APPROVED AS TO FORM AND CONTENT:



David LaCroix
City Attorney

CITY OF BROOKSVILLE MEMORANDUM

To: The Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager 
From: Richard W. Radacky, Interim Public Works Director 
Date: September 17, 2009
Re: Small Community Wastewater Facility Grant/Loan

Background/History:

The Florida Department of Environmental Protection (FDEP) has awarded \$2,409,827 to the City of Brooksville for rehabilitation of the City's sewer system. A total of \$1,039,627 is a loan at 2.30 percent (capitalized interest estimate of \$25,468) and \$1,370,200 is a grant with loan forgiveness. The loan and grant funds are from the American Recovery and Reinvestment Act of 2009. Council approved Resolution No. 2009-08 at its regular Council meeting of August 17, 2009.

The City was notified Wednesday, September 16, 2009, by the FDEP that the City's Resolution No. 2009-08 had been rejected due to the following deficiencies:

- **The application was not correctly authorized.**
- **Pledged revenues were not established.**
- **The authorized representative to sign the application and execute the agreement was not designated.**

Staff has prepared Resolution No. 2009-11 to comply with the FDEP requirements.

Financial Impact:

There were no charges as to the City's commitment of \$1,039,627 loan at 2.43 percent interest over 20 years. The estimated capitalized interest is \$25,468.

Legal Impact:

The City Attorney has reviewed the attached resolution and has approved it for form and legality.

Staff Recommendation:

Staff recommends that the City Council approve the attached resolution and rescind Resolution No. 2009-08 and for the Mayor to execute the resolution on behalf of the City Council.

RESOLUTION 2009-11

A RESOLUTION OF CITY OF BROOKSVILLE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW27020 as eligible for available funding; and

WHEREAS, the City of Brooksville, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Brooksville, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the Water and Sewer Revenue Bonds Series 1999A and Series 1999B (\$6,680,000) dated December 3, 1999 and Water and Sewer Revenue Refunding Bonds, Series 2002 (\$6,610,000) dated November 2, 2002. The Series 1999 Bonds are payable solely from and secured by the Net Revenues of the Water and Sewer System. The Series 2002 Bonds are payable from and secured by a first lien upon and pledge of the Net Revenues of the Water and Sewer System. The Series 2002 lien is on parity and equal status with the Series 1999 bonds.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's

responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is set forth in Section 166.111, Florida Statutes, which authorizes the governing body of a municipality to borrow money, contract loans, and issue bonds from time to time to finance the undertaking of any capital or other project for purposes permitted by the State Constitution and to pledge the funds, credit, property, and taxing power of the municipality for the payment of such debts and bonds.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed. Furthermore, this resolution rescinds and replaces Resolution 2009-08.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THIS 21st DAY OF SEPTEMBER, 2009.

CITY OF BROOKSVILLE

By: _____
Joe Bernardini, Mayor

ATTEST: _____
Janice Peters, CMC, City Clerk

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

Bernardini _____
Bradburn _____
Johnston _____
Lewis _____
Pugh _____

Thomas S. Hogan, Jr., City Attorney

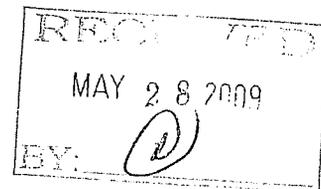


Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Carr
Director
Mike Barry
Assistant Director
Meredith
Assistant Director

May 19, 2009



The Honorable Joe Bernardini, Mayor
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Re: WW27020 - City of Brooksville
Sewer Rehabilitation Project

Dear Mr. Bernardini:

We are pleased to inform you that \$2,409,827 in construction funding is now available for your project as a result of the May 13, 2009 public hearing held by the Department for American Recovery and Reinvestment Act funds. We would like to draw your attention to your schedule for submitting the loan application and executing a loan agreement. A completed loan application is due by July 17, 2009 and a loan agreement signed by the project sponsor is due by September 23, 2009. Your project will be subject to removal from the priority list for failure to meet these deadlines. It is recommended that you contact Mr. Tommy Williams of our Program Management Section, at (850) 245-8364, for assistance in fulfilling the loan application/agreement requirements. An application (Point Source Water Pollution Control) for your project may be obtained at our website at <http://www.dep.state.fl.us/water/wff/wwmanual.htm> or by calling Tommy Williams at the number given above.

If you have any questions or need further information, please call David O'Brien at 850/245-8367.

Sincerely,

Robert E. Holmden, P.E., Chief
Bureau of Water Facilities Funding

RH/dpo

cc: T. Jennene Normon-Vacha, City Manager - City of Brooksville
Emory H. Pierce, P.E., Director of Public Works - City of Brooksville

EXHIBIT A: For the 05/13/2009 FY 2009 Priority List Management Hearing

I: SRF WATER POLLUTION CONTROL PRIORITY LIST ISSUES AND RECOMMENDATIONS

Involving The American Recovery and Reinvestment Act of 2009 and Ch. 62-503, Florida Administrative Code and Ch. 62-505, Florida Administrative Code (F.A.C.)

1) Funds appropriated by the American Recovery and Reinvestment Act (ARRA) have provided funding to the SRF in sufficient amounts to allow the addition of projects to the fundable portion of the priority list. New project requests which have met the requirements of the ARRA and the CWSRF program (Ch. 62-503, F.A.C.) will be considered for listing on the fundable portion of the priority list for use of ARRA funds at this hearing. In the case of principal forgiveness loans, the amount of principal forgiveness will be determined by the DSCC/SCWFG program (Ch. 62-505, F.A.C.). These projects are:

Project Sponsor	SRF Project #	Priority Score	Total Project Cost	Fundable Amount	ARRA Authorized Amount	ARRA Principal Forgiveness	Estimated CWSRF Companion Loan (1)	Comment
South Bay*	WW50100	724.00	\$792,000	\$792,000	\$792,000	\$724,126	0	91.43% Principal Forgiveness
Bonifay*	WW30010	712.00	\$3,060,000	\$3,060,000	\$ 2,800,000	\$2,301,320	0	82.19% Principal Forgiveness
Brooksville*	WW27020	712.00	\$2,409,827	\$2,409,827	\$2,000,000	\$1,370,200	\$409,827	68.51% Principal Forgiveness
Lee*	WW89301	585.00	\$4,648,720	\$4,648,720	\$4,248,900	\$3,176,053	\$399,820	74.75% Principal Forgiveness
Graceville*	WW32030	571.60	\$2,351,000	\$2,351,000	\$1,980,000	\$1,430,550	\$371,000	72.25% Principal Forgiveness
St. Augustine Beach*	WW55030	570.00	9,920,980	\$9,920,980	\$9,136,713	\$5,938,863	\$784,267	65.0% Principal Forgiveness
Live Oak*	WW61020	562.00	\$6,206,759	\$6,206,759	\$ 5,538,000	\$4,242,662	\$668,759	76.61% Principal Forgiveness
Pahokee*	WW50110	562.00	\$5,511,570	\$5,511,570	\$5,041,427	\$4,535,268	\$470,143	89.96% Principal Forgiveness
Clewiston*	WW26040	562.00	\$6,303,667	\$6,303,667	\$5,321,200	\$2,483,936	\$982,467	46.68% Principal Forgiveness
Sanford	WW59010	552.00	\$5,091,928	\$4,500,800	\$4,300,000	0	\$200,800	I/I Correction
Vero Beach	WW31020	537.60	\$21,856,400	\$10,000,000	\$10,000,000	0	0	Eliminate Surface Discharge
Oakland Park	SW06140	478.00	\$1,369,257	\$1,369,257	\$ 1,131,044	0	\$238,213	Stormwater/Exfiltration
North Miami Beach	WW13010	464.00	\$2,409,000	\$2,409,000	\$2,000,000	0	\$409,000	Septic Tank Elimination
Bradenton	WW41030	456.00	\$6,921,000	\$6,921,000	\$ 6,321,000	0	\$600,000	Eliminate SSO
Hollywood	WW06040	452.00	\$11,565,000	\$8,713,739	\$7,762,791	0	0	I/I Correction
TOTAL			\$90,417,108	\$75,118,319	\$68,373,075	\$26,202,978	\$5,534,296	

Staff recommends adding these projects to the bottom of the fundable portion of the FY 2009 priority list beneath Columbia County Project WW74202P /2, noting that Hollywood Project WW06040 is incompletely funded and will be offered first use of any funds de-obligated from the loan projects ranked above it up to a total ARRA loan of \$8,713,739. However, if the de-obligated project qualifies for principal forgiveness, the de-obligated funds will be offered to the highest ranking project eligible for principal forgiveness, which will be Polk City Project WW51201P /1.

(1) The Estimated CWSRF Companion Loan is the difference between the Fundable Amount and the ARRA Authorized Amount

In order to meet the stringent requirements of the ARRA regarding expeditious use of the fund, the Projects designated to receive allocations of ARRA funds are required to submit complete loan applications by Friday, July 17, 2009 and return a loan agreement by Wednesday, September 23, 2009. Additionally, applicants must certify that all contracts will be awarded by October 1, 2009.

Any Project failing to meet these deadlines will be subject to removal from the priority list. If removed, the funds will be reallocated to other Projects which have met the specific ARRA requirements.

- 2) Projects which met ARRA and CWSRF document filing requirements but for which funds are not available at this hearing are shown below. If any of the projects listed above are unable to proceed according to the loan application or agreement deadlines as specified above or for any other reason, the de-obligated funds will be allocated first to Hollywood Project WW06040 until this Project is fully funded. However, as noted above, if the de-obligated project qualifies for principal forgiveness, the de-obligated funds will be offered to the highest ranking project eligible for principal forgiveness, which will be Polk City Project WW51201P/1, and so on down the list until all ARRA funds are fully obligated to CWSRF loans and Principal Forgiveness loans.

Project Sponsor	SRF Project #	Priority Score	Total Project Cost	ARRA Eligible Amount	ARRA Principal Forgiveness	CWSRF Companion Loan (Estimated)	Comment
Hernando County	WW27013	448.00	\$20,900,000	\$10,000,000	0	0	Reclaimed Water Reuse
Polk City*	WW51201P/1	444.00	\$34,139,594	\$10,000,000	\$3,180,000	0	31.8% Principal Forgiveness
Stuart*	WW43040	410.40	\$6,461,648	\$ 6,461,648	0	0	WWTP Improvements & Reclaimed Water
Dundee*	WW53080	358.00	\$2,088,142	\$1,749,757	\$591,068	\$338,385	39.78% Principal Forgiveness
Fort Walton Beach	WW46060	348.00	\$2,185,935	\$2,185,935	0	\$185,935	Reclaimed Water Reuse
Oviedo	WW59020	345.00	\$3,250,964	\$ 3,250,964	0	0	Reclaimed Water Reuse
Tohopekaliga WA	WW49031	339.00	\$8,203,936	\$8,203,936	0	\$633,286	Reclaimed Water Reuse
Wellington	WW50160	333.00	\$24,424,000	\$10,000,000	0	0	Reclaimed Water Reuse
Minneola*	WW35050	138.00	\$1,143,413	\$ 1,143,413	\$275,791	0	24.12% Principal Forgiveness
Sneads*	WW32050	126.00	\$729,183	\$729,183	\$525,000	\$204,000	34.49% Principal Forgiveness
Frostproof*	WW53100	122.00	\$5,202,038	\$4,408,635	\$1,572,560	\$793,403	35.67% Principal Forgiveness
Plantation	WW06052	117.00	\$397,165	\$397,165	0	0	WWTP Restoration
Plantation	WW06051	116.00	\$728,726	\$728,726	0	0	Collection System Expansion
Broward County	WW/SW06190	111.00	\$7,609,351	\$7,609,351	0	0	WW/SW and I/I Correction
Miramar	WW06080	110.00	\$9,478,404	\$ 9,478,404	0	0	Collection & Transmission Improvements
TOTAL			\$126,214,502	\$76,347,117	\$6,144,419	\$2,155,009	

* Small community <= 20,000 per 2000 census

3) Treasure Island has requested that their Project WW53601P be reclassified from preconstruction to construction. They have completed planning, design and permitting requirements using other sources of funds and have considerably reduced the scope of the project. The project is ready to proceed to construction, and the \$1,403,000 previously authorized will be adequate funding for the proposed project.

Staff recommends the reclassification of this project from preconstruction to construction to allow the use of the funds already authorized to be disbursed in payment of invoiced construction costs. No increase to the previously authorized amount is being awarded as a result of this action, and no ARRA funds are involved.

City of Brooksville



(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

4/15/2009

Reply to: Department of Public Works
(352) 544-5465 (Phone)
(352) 544-5470 (Fax)

Mr. Timothy Banks
State Revolving Loan Program
Bureau of Water Facilities Funding
2600 Blair Stone Road, MS 3505
Tallahassee, FL 32399-2400

Subject: Continuation of the Sewer Rehab Project

Dear Mr. Banks,

We wish to continue our sewer rehabilitation work and are requesting consideration for grant funding under the Clean Water Act State Revolving Fund (CWASRF). Receiving an amount of up to 2.5 million dollars would allow us to rehab an additional 20,000 to 25,000 LF of vitrified clay pipe (VCP) sewer, as well as rehab the service laterals on City right-of-way, rehab/seal a number of manholes and install manholes on extra long main lines.

In 2002, upon completing our Sanitary Sewer Collection System Evaluation, it was determined that the City's aging sewer system was in need of repair. We had serious issues with inflow and infiltration as well as exfiltration, in our sewer mains, laterals and manholes. We have documented Sewer System Overflows (SSO) due to main line sewer backups that are often times caused by tree roots or other main line damage that can be repaired by either replacing or lining the pipe. Our old brick manholes are deteriorating and are susceptible to infiltration and exfiltration into/out of the walls and inflow from the top. We also found that the vcp sewer service laterals were deteriorating and was also a source of both infiltration and exfiltration. In order to correct for these serious environmental and health issues, we have been committed to upgrading our system. By sealing/rehabbing our system we decrease peak flows, which allows the sewer plant to operate under optimal conditions.

Since we started rehabbing our old sewer lines 5 years ago, City staff has become competent with all phases of this type of work, i.e. engineering and design, permitting, specifications, bidding, inspection and construction management, and therefore it is our preference not to use an outside consultant/engineering firm. This is also one reason for the 2.5 million dollar request at this time; that is about the maximum size project we can handle without an outside consultant. And, in this way, all monies we receive will be put into the infrastructure.

The Sewer rehabilitation work we hope to continue with your funding will include smoke testing to see where our most serious problems exist and compare those findings with past smoke testing, CIPP (cured-in-place-pipe) lining of sewer mains and City r-o-w sewer laterals, rehabilitation of existing manholes and installation of manholes on lines that have a history of sewer backups and are too long to be adequately maintained and kept clear (over 500 feet). CIPP lining technology requires no extensive set of plans. We essentially indicate where the old lines are on an existing City map (attached) and have the contractors bid on the closed circuit televised videoing (CCTV), cleaning and lining as one contract. Our bid documents have a number of additional pay items to cover situations (i.e. "point repairs"- open cutting and removal

and replacement of badly broken sewer mains that can not be lined through) that may be discovered during the CCTV. Therefore, sewer rehab projects like this are "shovel ready".

Summary of our on going sewer rehabilitation

Of the 142,000 LF of old VCP sewer mains in the City, we have lined or replaced 31,360 LF (about 20% of the old existing VCP), leaving 110,000 ± LF still to be rehabilitated (shown in red and green on the attached map). Since 2004 we have spent 4.75 million dollars (3.5 million for main line replacement or lining, service lateral replacement/lining, cleanout repairs/installations, manhole installation and rehabilitation, and associated construction; and 1.25 million on smoke testing the entire City and consultant engineering fees, including the Sanitary Sewer Collection System Evaluation Report).

Projected costs of rehabilitating the sewer system

In the 2002 Facilities Plan (by Coastal Engineering and Angie Brewer and Associates) it was reported that the cost (at that time) to rehab the sewer system would be in excess of \$12,500,000. These repairs were considered necessary and urgent due to the risk of sewer back ups and over flows during periods of heavy rain leading to possible public health risks associated with exposure to bacteria, viruses, and other pathogens (not to mention the negative impact on the environment). Now, in addition to the human health concerns, repairing the system is becoming a necessity due to the advanced age of the system and our need to be proactive rather than reactive. It is far less expensive and much more acceptable to the community if we fix these serious problems before the system fails.

Our sewer system at a glance

Wastewater service is provided by a traditional centralized system consisting of 275,000 linear feet (LF) (within the City Corporate limits as of 2002) of 6, 8, 10 and 12 inch gravity sewer pipes with a series of pumping stations, forcemains and a 1.9 MGD treatment plant (Cobb Rd Wastewater Reclamation Facility-CRWWRF). Of this 275,000 LF of pipe, 142,000 LF are vitrified clay pipe (VCP). The oldest pipes were installed prior to 1928 (37,000 LF). Approximately 44% of the sewer system was constructed between 1928 and 1968 and consists of VCP and brick and mortar manholes. It is this VCP pipe and the associated manholes and clay sewer service laterals that we are rehabilitating.

VCP sewer pipes and systems normally have a 40 to 50 year useful lifespan, and much of our system is approaching or has exceeded this time frame. Accordingly, the City has experienced problems in various areas of the system (for example, back ups in the main lines due to root intrusions) and has recorded significant increases in flow during serious rain events. It should also be noted that the Sanitary Sewer Collection System Evaluation Report prepared in 2002 did not make mention of brick and mortar manhole rehabilitation/sealing, but we have found those to be a serious source of inflow and have added manhole rehabilitation to our program. We will also continue to install new manholes where needed on sewer mains with lengths over 400 feet (cleaning these extra long lines is nearly impossible and leads to a sever buildup of grease that hardens to a cement like texture on the walls of the mains, reducing the diameter of the pipe and putting the system at risk of a back up).

Impacts of inflow into the sanitary sewer collection system

In our 2002 Sanitary Sewer System Evaluation (prepared by Coastal Engineering), flow data from the CRWWRF had been provided for an 18 month period. This data indicated a dry weather "base line" flow rate of approximately 0.8 mgd. During the wet season (June, July, August and September) the average flow rate increased by 54% to 1.23 mgd. This type of flow information is reflective of a system with inflow problems.

Rehabilitation techniques

Although some of the oldest sewer pipes in the City had been repaired by grout sealing of the joints back in the 1980's, this is considered to be a temporary repair and is generally expected to have a design life of 5 to 7 years. Problems in these areas were slowed or eliminated for the short term, but have reoccurred. Based on the evaluation of the system and the condition of the pipes, open cutting and replacing some sections of sewer mains and service laterals was recommended, but the majority of VCP mains and laterals are suitable for "no-dig" (trenchless rehabilitation technologies) such as Cured-in-Place-Pipe (CIPP) lining. CIPP is a cost effective alternative for sewer repairs, avoiding massive excavation, minimizing the impact on and inconvenience to residents, and greatly reduces the expense of replacing pavement, sod, and other above- and under-ground structures. CIPP lining seals out infiltration, stops exfiltration (sewage from leaking out of cracked pipes into the surrounding ground), and because it is a "structural" repair, it can be used on damaged sewer pipe as long as sewer flow is not inhibited. For all of these reasons, lining sewer mains and laterals when possible is always the best choice for rehabilitation.

City History

Established in 1856, the City of Brooksville is a political subdivision of the State of Florida and is the County seat of Hernando County. A five-member Council serves as the City's policy-making legislative body. Council members are elected "at large" by City voters and serve staggered, four-year terms. Since 1980, the City of Brooksville has operated under a Manager/Council form of government.

In addition to the City Manager, the City Council appoints the City Attorney and various boards, commissions and task forces to assist in the governing of the City. The City's organizational structure is made up of departments and operating divisions which report directly to the City Manager.

The City of Brooksville has an estimated permanent population of approximately 7,400, and is located approximately 45 miles north of Tampa. The main office (City Hall) is located at 201 Howell Avenue, Brooksville, Florida, 34601. Several other offices housing various City departments including Fire, Police, Public Works and Parks, are all located within the corporate limits of the City.

We would greatly appreciate your consideration in granting funds to continue this worthwhile and, so far, successful on going project.

Sincerely,



Emory H. Pierce, P.E.
Director of Public Works

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – September 21, 2009

1. **TYPE:** Letter
 DATE: August 3, 2009
 RECEIVED FROM: Congresswoman Ginny Brown-Waite
 ADDRESSED TO: Mayor Joe Bernardini
 SUBJECT: City-wide Curbside Recycling Partnership Program with Walmart

2. **TYPE:** Letter
 DATE: August 6, 2009
 RECEIVED FROM: Senator Bill Nelson
 ADDRESSED TO: Mayor Joe Bernardini
 SUBJECT: City-wide Curbside Recycling Partnership Program with Walmart

3. **TYPE:** Memorandum
 DATE: August 7, 2009
 RECEIVED FROM: Stephen J. Baumgartner, Finance Director
 ADDRESSED TO: Honorable Mayor and City Council Members
 SUBJECT: Expanded Participation with Florida Municipal Investment Trust (FMIVT)

4. **TYPE:** Letter
 DATE: August 11, 2009
 RECEIVED FROM: Senator Mel Martinez
 ADDRESSED TO: Mayor Joe Bernardini
 SUBJECT: City-wide Curbside Recycling Partnership Program with Walmart

5. **TYPE:** Letter
 DATE: August 14, 2009
 RECEIVED FROM: Bright House Networks
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Switched Digital Video Technology

6. **TYPE:** Letter
 DATE: August 27, 2009
 RECEIVED FROM: Insurance Services Office, Inc.
 ADDRESSED TO: Mayor Joe Bernardini
 SUBJECT: Building Code Effectiveness Grading Schedule

NOTE: COPIES OF ALL CORRESPONDENCE ON FILE IN THE OFFICE OF THE CITY CLERK