

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

AGENDA

May 19, 2008

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. Minutes

March 3, 2008 Regular Meeting

2. Police Pension Trust Fund Board (PPTFB) Member

Ratification of appointment of Sgt. Randall Orman to the PPTF for a 2-year term of office through May 31, 2010, as elected by members of the PPTF on May 7, 2008.

3. Photographic Traffic Enforcement Agreement

Consideration of agreement with American Traffic Solutions, LLC establishing red light photographic traffic enforcement program.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from PPTF Board Recording Secretary dated 05/07/08, Minutes; 3) Memo from Police Chief dated 05/19/08, Agreement

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. National Public Works Week Proclamation

Proclamation supporting Public Works Week May 18-24, 2008. To be presented at event at Public Works on Wednesday, May 21, 2008.

Presentation: Mayor
Attachments: Proclamation

2. Veterans Appreciation Parade November 8, 2008

Consideration of request to waive fees for the street closures and traffic control cost of \$638.28.

Presentation: Event Coordinator
Attachments: Memo from Police Chief dated 05/08/08; E-mail from Event Coordinator dated 05/07/08; Temporary Street Closure Application; Map

REGULAR CITY COUNCIL MEETING - MAY 19, 2008

3. Progress Energy Proposed Transmission Lines

Presentation on transmission lines proposed by Progress Energy.

Presentation: Progress Energy
Representatives
Attachments: None Attached

E. REGULAR AGENDA

1. Resolution No. 2008-12 - US41 South/SR50 Landscaping Grant Agreement

Consideration of Resolution, as required by FDOT, to approve and authorize the Mayor to sign an Agreement to use FDOT funds for landscape improvements on US 41 South and SR 50; and consideration of authorizing staff to negotiate an Agreement with IBI Group to design and produce construction plans and obtain permits for the project for an amount not to exceed \$15,000.

Presentation: Director of Community Development
Recommendation: a) Approval of Resolution No. 2008-12, upon roll call vote, authorizing the City's execution of the Landscape Reimbursement and Maintenance Memorandum of Agreement; and b) Authorize staff to negotiate a contract with IBI Group, to design, prepare the construction plans and obtain the permits for the project.
Attachments: Memo from Director of Community Development dated 05/07/08; Resolution and Agreement

2. Representative on Metropolitan Planning Organization (MPO) Board

Consideration of appointment of a member to replace Mayor Pugh on the MPO board.

Presentation: Director of Administration
Recommendation: Appointment of Member
Attachments: Memo from Director of Administration dated 05/09/08; MPO Meeting Schedule

F. ITEMS BY COUNCIL

G. CITIZEN INPUT

H. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at www.ci.brooksville.fl.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 352/544-5407.

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.

L:\agenda\05-19-08 Meeting\05-19-08 Regular Meeting.doc

ADDENDUM

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

AGENDA

MAY 19, 2007

7:00 P.M.

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

4. Beautification Board Holiday Decoration

Consideration of authorization to proceed with the holiday decoration project utilizing the wreath design and to solicit local business owners, residents and organization for donations to sponsor the decorations.

Presentation:	Beautification Board Chair
Recommendation:	Approval of Project
Attachments:	Memo from Beautification Board Chair dated 05/15/08

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

MINUTES

March 3, 2008

7:00 P.M.

Brooksville City Council met in regular session with Mayor David Pugh, Vice Mayor Frankie Burnett and Council Members Joe Bernardini, Lara Bradburn and Richard E. Lewis. Also present were Thomas S. Hogan, Jr., George G. Angeliadis and Debbie Hogan, City Attorneys; T. Jennene Norman-Vacha, City Manager; Karen M. Phillips, City Clerk/Director of Administration; Janice L. Peters, Deputy 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. Members of the Hernando Today, Hernando Times and Brooksville Belle were also present.

The meeting was called to order by Mayor Pugh, followed by an invocation and pledge of allegiance.

CONSENT AGENDA

Minutes

November 19, 2007 Regular Meeting
December 3, 2007 Regular Meeting
December 17, 2007 Regular Meeting & Brooksville Housing Authority
January 7, 2007 Regular Meeting

Beautification Board Student Representative

Ratification of appointment of Haley Sasser as the Student Representative as approved by the Beautification Board at their January 8, 2008 meeting.

Surplus Items

Consideration of declaring old un-repairable surveying transit and tripod surplus and authorize City Manager to dispose of via local joint governmental auction or online.

Police Department Surplus Weapon Trade

Consideration of declaring listed weapons surplus and approve their trade to off-set the cost of new weapons, along with approval authorizing an appropriate budget amendment within Fund 116, Law Enforcement Trust Fund, in an amount not-to-exceed \$5,000 for the balance needed to purchase the new weapons.

Muscular Dystrophy Association (MDA) Boot Drive

Consideration of approval to allow on-duty personnel and equipment to be used to collect money on the weekends of March 15th, 22nd & 29th, 2008, from the store fronts of Wal-mart, Publix & Winn Dixie.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Burnett for approval of the Consent Agenda. Motion carried 5-0.

REGULAR COUNCIL MEETING MINUTES - MARCH 3, 2008

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Tangerine Time 2008/2009 Waiver of Fees

Consideration of request for waiver of the rental fees in the amount of \$325 for use of the JBCC for the 2008/09 event on December 31, 2008.

Wayne Vutech reviewed the event and distributed a photo of last year's event. He thanked Council for their cooperation.

Council Member Bernardini noted the ending time of the event on the application should be 1:00 a.m.

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Lewis for approval of the waiver of fees in the amount of \$325.

Council Member Bradburn thanked staff for the running total of fees waived in the past.

Vice Mayor Burnett advised he does not mind waiving fees for events that benefit the whole community.

Motion carried 5-0.

Council Member Bradburn thanked Mr. Vutech for his years of contribution and sacrifice to the event.

Proclamation - Muscular Dystrophy Association (MDA)

Presentation of Proclamation to MDA proclaiming March 17-21, 2008, Firefighter Appreciation Week.

The proclamation was read in its entirety and presented to Chief Mossgrove by Mayor Pugh, who thanked Council for their support.

Jennifer Bell of MDA was present and thanked Council for supporting MDA.

Proclamation - Kiwanis 85th Anniversary

Consideration of Proclamation honoring the 85th Anniversary of the Kiwanis Club on March 22, 2008.

The proclamation was read in its entirety and presented to Ron Wheelles, representing the Kiwanis Club, who thanked Council for their support.

PUBLIC HEARING

Alcoholic Beverage Location Permit Application - 19452 Cortez Blvd.

Consideration of approval of Alcoholic Beverage Location Permit for El Ranchito Mexican Restaurant.

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Lewis for continuation of the hearing to the April 7, 2008, meeting.

Mayor Pugh asked for public input; there was none. Motion carried 5-0.

REGULAR AGENDA

**Ordinance No. 735-A - Master Plan Revisions (Zoning) - Villa Rosa (Underwood Property) - Bob Colvard, Agent for Underwood Family Trust

Consideration of petition for a master plan revision of 9.33 acres + located on the south side of North Avenue, between Stafford Avenue and Zoller Street.

REGULAR COUNCIL MEETING MINUTES - MARCH 3, 2008

Director Geiger requested the entire staff report be entered into the record as if it were read. (Attachment A)

Attorney Angeliadis indicated this to be a quasi-judicial hearing and advised Council that now would be the time to swear in potential witnesses, noting Council is familiar with the credentials of Director Geiger, which were accepted by consensus. Those witnesses wishing to speak on this item were sworn by City Clerk Phillips.

Director Geiger proceeded to review the request to amend the zoning from a townhouse development to an age-restricted, senior residential housing complex. He also reviewed the recommendations of the Planning and Zoning Commission, with modified recommendations as listed in the attached staff report.

Mayor Pugh asked if any ex-parte communication concerning this item had taken place. Council Member Bradburn advised she had spoken with Mr. Quinn to request a member of the Underwood family be present to explain the change in the concept.

Discussion ensued of the changes being requested.

Joseph Quinn, representing the developer, and having been sworn and recognized by Council as an expert witness in the field of land use, reviewed the changes as well. He stated that, since the time of the initial zoning, the housing market has changed drastically and felt the multi-family venture to be an area that the market will not support at this time.

Bob Colvard, representing Villa Rosa, indicated a site-plan and zoning forms need to be filled out by the developer for the application to the state, if approved tonight.

Council Member Bradburn asked about the federal financing through the Affordable Housing Tax Credit Program the developer is seeking and asked if the developer would go forward if the financing is not received. He indicated it would not and elaborated on that, as well as the 50-year requirement to keep the property a 55+ property if the financing is received from the state.

Council Member Bradburn asked if they would agree to an 18 month process instead of a 2-year process. Mr. Colvard explained the time-line, indicating they would proceed as quickly as possible but the application process has triggers which indicate whether funding will be acquired and the developer will sign a development agreement with the City as soon as it is feasible. He indicated a sidewalk will be built on three sides of the development. Discussion continued of the square footage reduction from the initial proposal. Council Member Bradburn suggested the minimum be 800 s.f. Mr. Colvard indicated it is not possible due to restrictions on the financial process having to do with development costs. Discussion continued concerning the fact that this is to be quality, affordable housing for the 55+ age group. He indicated a neighborhood meeting was held and there were no objections to the project.

Mayor Pugh asked for public input. The following citizens, having been sworn, expressed their concerns for the project:

Elizabeth Ward of Stafford Avenue indicated the project looks like a two-story hotel and did not understand the drainage retention, sidewalk proposal or income level requirements.

REGULAR COUNCIL MEETING MINUTES - MARCH 3, 2008

Linda Viettle of Jeff-A-Lee Street stated the subject property is in a beautiful quiet neighborhood and does not want to see rentals built in the vicinity.

Skevos Theodore of Jeff-A-Lee Street expressed concern for the drainage retention and parking areas and felt there was no room for the project.

Mr. Colvard explained that this is just the application mode and financial backing still has to be acquired. He indicated this is not the final plan to be submitted to Council and addressed the issues expressed by the public regarding parking.

Mr. Angeliadis stated Mr. Colvard's testimony is more expert-based and he should be recognized by Council as an expert witness. Council accepted him as an expert witness in his field for the purpose of this hearing.

Mr. Quinn reviewed the site design and indicated the orientation would have to be reviewed again. He advised that approximately 20% had been designated for a drainage area and that site plan approval is still forthcoming.

Mr. Colvard reviewed the amenities of the development, which will include a library, media center and exercise facilities. In response to Mayor Pugh's question, he advised it will not be an assisted living facility. He indicated the rent will be \$299 - \$600 per month, based on an individual's income level.

Mayor Pugh expressed concern that the initial development was supposed to be a more upscale facility with a higher tax base and school incentives. This development will produce a much lower tax base and school incentives. Discussion continued in which Council Member Lewis pointed out amenities and pluses he felt make this a good fit for the area as well as extensive discussion of vested rights should the property change hands before the development is finished and the time frames for the development.

Council Member Bradburn reiterated that the deviation from the original proposal is not in keeping with the residential neighborhood. Council Member Lewis indicated he supports the new proposal because of the lesser impact on the area.

Discussion continued of the buffering, which Mayor Pugh felt needed to be increased with a decorative wall. Director Geiger indicated a dense hedge would surround the entire property.

In review, Director Geiger advised the final site plan will have to be approved by Council.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Lewis for approval of the first reading of Ordinance No. 735-A as written with increased 20 foot buffers with a wall, a reduction from 2-years to 18 months and a binding 50-year covenant for a 55+ age restricted community.

City Clerk Phillips read Ordinance No. 735-A by title, as follows:

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 735 PERTAINING TO THE REZONING OF CERTAIN PROPERTY FROM C-4 (COMMERCIAL DISTRICT) TO PLANNED DEVELOPMENT PROJECT (PDP) DISTRICT WITH A SPECIAL EXCEPTION USE (SEU) FOR A RESIDENTIAL PLANNED DEVELOPMENT PROJECT (RPDP) FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN, SPECIFICALLY PROVIDING FOR

REGULAR COUNCIL MEETING MINUTES - MARCH 3, 2008

AMENDMENTS TO THE CONDITIONS STATED IN SECTION 1, SUB-SECTION 1.a. THROUGH 1.n., ADDING ADDITIONAL CONDITIONS THERETO, IN RESPONSE AND CONSIDERATION OF A MASTER PLAN REVISION FOR THE RPDP; AND PROVIDING AN EFFECTIVE DATE.

Motion carried 3-2 upon roll call vote, as follows:

Council Member Bernardini	AYE
Council Member Bradburn	NAY
Council Member Lewis	AYE
Vice Mayor Burnett	NAY
Mayor Pugh	AYE

Per Director Geiger, a revised site plan will be presented at final reading.

Ordinance No. 757 - Repeal of Occupational License Code Ordinance

Consideration of ordinance repealing occupational license code effective September 30, 2008.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Burnett for approval of the first reading of Ordinance No. 757.

Mayor Pugh asked for public input; there was none.

City Clerk Phillips read Ordinance No. 757 by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE CODE OF ORDINANCES REPEALING CHAPTER 78, ARTICLE III - OCCUPATIONAL LICENSE TAXES; PROVIDING FOR NON-ISSUANCE AND NON-RENEWAL; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROHIBITING REVIVAL BY REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Bradburn	AYE
Council Member Lewis	AYE
Council Member Bernardini	AYE
Vice Mayor Burnett	AYE
Mayor Pugh	AYE

City Clerk Phillips indicated a Resolution rescinding Resolution No. 95-13 will be brought forward with the final reading of the ordinance.

Hernando County Sheriff's Office Dispatch Agreement

Consideration of agreement with the Hernando County Sheriff's Office for dispatch services.

City Manager Norman-Vacha reviewed the agreement, indicating all parties involved are fully supportive of the agreement to consolidate services being presented to Council.

Sheriff Richard Nugent addressed Council, reviewing the 3-year process of evaluating services undertaken by the County and indicating that future reviews will take into consideration build-outs (annexations) by the City of Brooksville; which may entail costs. Discussion followed of tracking system integration in the City of Brooksville police and fire vehicles, efficiency and impacts on current employees.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Lewis for approval of the agreement.

REGULAR COUNCIL MEETING MINUTES - MARCH 3, 2008

Mayor Pugh asked for public input.

Council Member Bradburn indicated she had received an e-mail on her personal e-mail account from Ronald Gossett, Police Department Dispatch Supervisor, opposing the agreement. There was no other public input.

Motion carried 5-0.

To signify the historic event, City Manager Norman-Vacha requested Sheriff Nugent and Mayor Pugh sign the agreement during the meeting. She thanked Sheriff Nugent, County staff and Emergency Management for their hard work in the culmination of the agreement. Council Member Bradburn thanked City Manager Norman-Vacha for her work as well.

Fair Association Agreement

Consideration of agreement for purchase of 1.97 acres from the Fair Association in the amount of \$209,805.

Attorney Debbie Hogan indicated written confirmation had been received and that the settlement included a change for a waiver of fees, with the compromise being that the Fair Association would be able to use the property for one more fair before having to address parking issues. March 10th is the anticipated closing date.

City Manager Norman-Vacha provided a letter from Hampton Ridge confirming their offer of the original amount of \$126,500 and proposed that amount be applied.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Lewis for approval of the agreement.

Mayor Pugh asked for public input; there was none. Motion carried 5-0.

City Attorney Compensation

Consideration of 6-month increase as provided for in their Agreement.

City Manager Norman-Vacha reviewed the proposal, which called for an increase of the 14 hour monthly retainer to 75 hours, which staff and the attorney will review 90-days prior to October 1 beginning in 2009 and make recommendations to Council as to whether the monthly retainer amount can or should be reduced or adjusted. The adjustment requires Council to approve the transfer of money from reserves for contingencies to pay for legal council, as last budget year only \$45,000 was approved for the 2007/08 budget.

A brief discussion followed.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Burnett for approval of staff recommendation.

Mayor Pugh asked for public input; there was none. Motion carried 5-0.

Darby Lane Sidewalk Project

Consideration of public input on this project and confirm installation of sidewalks in City right-of-way.

Director Pierce reviewed the project, stating no comments from residents had been received.

Mayor Pugh asked for public input; there was none.

REGULAR COUNCIL MEETING MINUTES - MARCH 3, 2008

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Lewis for approval of staff recommendation. Motion carried 5-0.

ITEMS BY COUNCIL

George Angeliadis, Attorney

Attorney Angeliadis thanked Council for the opportunity to work for the City.

Richard E. Lewis, Council Member

Council Member Lewis thanked the Hogan Law Firm for their efforts.

T. Jennene Norman-Vacha, City Manager

Brooksville Housing Authority Workshop

City Manager Norman-Vacha advised that Brooksville Housing Authority Chairman, Randy Woodruff requested April 15, which is a Tuesday at 6:00 pm, as opposed to March. Council concurred. Council Member Bradburn requested the clerk send an e-mail to all of Council reflecting the new workshop date.

Thomas S. Hogan, Attorney

Contract Amendment

Attorney Hogan indicated the additional retainer will allow the firm to allocate more time to City business in an effort to keep abreast of projects.

Levitt Bankruptcy

He indicated the City has filed suit against Westchester to enforce the performance bond, which expired on February 23, 2008. They are in negotiations at this time with Westchester as well as the attorneys for Levitt. A request has been made for the City to enter into a Forbearance Agreement to stop the legal proceedings for 12 months. Key Bank has taken over ownership of the property and Attorney Hogan will be meeting with their officials. A brief discussion followed.

Joe Bernardini, Council Member

Hogan Law Firm

Council Member Bernardini reiterated the appreciation to the Hogan Law Firm.

Frankie Burnett, Vice Mayor

Requests of Staff

He requested staff provide information/investigations requested by Council in the form of updated reports and/or via a workshop so that Council fully understands the information and has time to review it before having to address at a Council meeting.

David Pugh, Mayor

Brooksville Housing Authority

He indicated he attended the Brooksville Housing Authority monthly meeting and they requested 60 days before meeting with Council to put together a payment plan for the PILOT program.

REGULAR COUNCIL MEETING MINUTES - MARCH 3, 2008

MPO Board

He asked if anyone would consider replacing him on that board. Council Member Bradburn indicated she would consider it when she gets her new job. Mayor Pugh will continue until then and the item will be readdressed at a future Council Meeting.

Real Estate Findings

He reviewed some facts which indicate Florida is 3rd in the nation for foreclosures and it is anticipated there will be 700,000 foreclosures in Florida within the next 18 months. Nationwide, there are 9.5 months of inventory and 30 months of inventory in the state, with 60 months of inventory in Sarasota County alone. He stressed that there are problems forthcoming because of this.

Council Member Bradburn indicated the long-term growth management and use of water should be reviewed in light of this current state, which was discussed.

CITIZENS INPUT

Mary Evelyn Reid

Mutual Aid Agreement

She requested the City keep tabs on how many runs the City makes under the agreement. She elaborated on District 22.

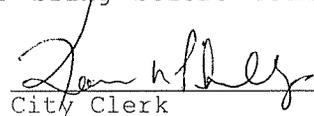
Kojack Burnett

Workshops

He thought the dispatch issue would be discussed in a workshop and requested staff schedule workshops to discuss such issues.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:50 p.m.



City Clerk

Attest: _____
Mayor

City of Brooksville
Memorandum

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager 
From:  Margaret Bosack, Recording Secretary,
Police Officer's Pension Trust Fund Board of Trustees
Subject: Police Pension Board – Appointed Officer
Date: May 7, 2008

This is a request for Council to ratify the action taken on Wednesday, May 7, 2008, wherein a majority of the Brooksville Police Pension Trust Fund Members elected Sgt. Randall Orman for a 2-year term of office through May 31, 2010.

MINUTES OF TABULATION OF BALLOTS - 05/07/08

**ELECTION RESULTS - EMPLOYEE REPRESENTATIVES
POLICE PENSION TRUST FUND BOARD OF TRUSTEES**

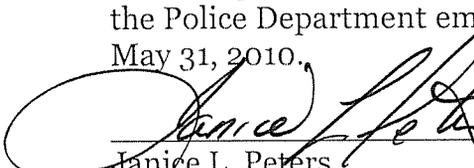
The ballot box was opened at approximately 2:00 pm on Wednesday, May 7, 2008, in the Dispatch Office at the Police Department in front of a Canvassing Committee consisting of Janice L. Peters, Deputy City Clerk, Margaret Bosack, Interim Human Resource Director, Chief George Turner and Lt. Rick Hankins, participating member of the PPTF.

There were 14 ballots in the box. There were 14 signed ballot envelopes and all ballots were in secrecy sleeves. The signed ballot envelopes were recorded on the log and the secrecy sleeve ballots separated. The election results are as follows:

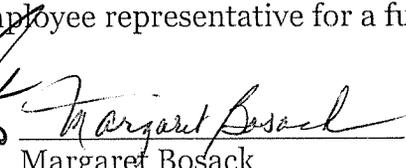
	<u>Full Term Position</u>
Hankins	<u>3</u>
Orman	<u>8</u>
Terry	<u>3</u>

Sgt. Randall Orman is hereby declared the Police Department employee representative for a two year term of office through May 31, 2010.

Following notification to Sgt. Orman, he accepted the position and is hereby declared the Police Department employee representative for a full two year term of office through May 31, 2010.



Janice L. Peters
Deputy City Clerk



Margaret Bosack
Interim Human Resource Dir.

Lt. Rick Hankins
PPTF Participating Member

pc: Board Members

Memo

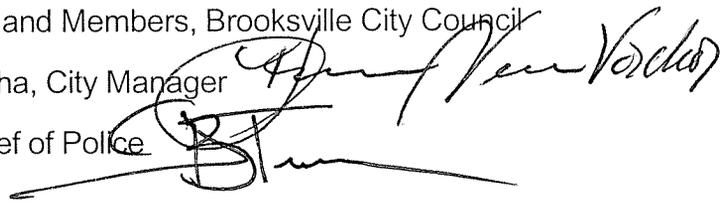
To: The Honorable Mayor and Members, Brooksville City Council

VIA: Jennene Norman-Vacha, City Manager

From: George B. Turner, Chief of Police

Date: May 19, 2008

Re: PHOTOGRAPHIC TRAFFIC ENFORCMENT PROGRAM



General Information: On April 21, 2008 the Brooksville City Council approved ordinance no. 758 allowing for a Photographic Traffic Enforcement Program. Further, Council authorized staff, with assistance of the Hogan Law Firm, to enter into delivery negotiations with identified vendors for implementation of said program.

American Traffic Solutions, LLC (herein "ATS") was identified as the vendor of choice. The Professional Services Agreement between ATS and the City of Brooksville is attached. The agreement has been reviewed by the Hogan Law Firm and been approved as legally sufficient and in the best interest of the City of Brooksville.

Budget Impact: There is no budget impact for the Photographic Traffic Enforcement Program. A limited number of manpower hours for the Police Officer/reviewer will be off-set by generated revenue.

Staff Recommendation: Staff recommends that City Council approve the attached Professional Service Agreement between the City of Brooksville and American Traffic Solutions, LLC.

**PROFESSIONAL SERVICES AGREEMENT
"AGREEMENT"**

THIS AGREEMENT made this _____ day of _____, 2008 between American Traffic Solutions, LLC. (herein "ATS"), a Delaware corporation with its principal place of business at 7681 East Gray Road, Scottsdale, Arizona, and the City of Brooksville, herein "Customer", a municipal corporation of the State of Florida with principal offices at 201 Howell Avenue, Brooksville, FL 34601.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axisis™ System" (herein "Axisis"), and

WHEREAS, Customer desires to use the Axisis™ System to monitor and enforce red light violations, and may, in the future, desire to monitor and enforce traffic speed or other traffic movements and to issue citations for traffic violations.

NOW THEREFORE, the parties agree:

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Citation" means a citation or notice of violation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction or administrative hearing officer relating to a violation documented or evidenced by Axisis™.

"Paid Citation" means a situation where the person cited has entered a plea of guilty and paid any portion of the fine and applicable court/administrative costs associated with the particular citation.

"Person" or **"persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Camera System" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction on up to four contiguous lanes controlled by up to two (2) signal phases and which records such data with one or more images of such vehicle. "Camera System" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axisis™ is stationed.

"Recorded Image" means an image digitally recorded by a Camera System.

"Approach" is defined as one direction of travel of one or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.

"Violation" means failure to obey an applicable traffic law or regulations, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

“VIMS Analysis” is a statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for a red light system.

“Owner” means the person or entity identified by the Florida Department of Highway Safety and Motor Vehicles, or other State vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six (6) months or more.

“Traffic Control Signal” means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through and intersection.

Other words shall have the meanings ascribed to them in the Ordinance authorizing this program.

2. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit “A, Section 1”

3. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in Exhibit “A, Section 2.”

4. TERM AND TERMINATION:

- a. This contract shall be effective on the signature date above.
- b. The term of this Agreement shall be for five (5) years beginning on the date of first issued and payable notice of a violation (the “Start Date”) and may be automatically extended for two additional five (5) year periods. However, Customer may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement 120 days prior to the expiration of the current term.
- c. The Contractor’s services may be terminated:
 - i) By mutual written consent of the parties;
 - ii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving notice.
 - iii) For convenience, by either party in the event that state legislation, a decision by a court of competent jurisdiction, or other change in state law or circumstances materially interferes with the terms of this Agreement or the ability of a party to perform its obligations under the terms of this Agreement.
 - iv) After the initial six month period, if upon evaluation the program is not achieving the desired safety results the City may terminate this agreement and have no further obligations to ATS. Except however, during the six month trial period, the City will escrow all revenue received from citations and if the City Council elects to terminate, all escrowed funds will be retained by ATS.
- d. Upon termination of this Agreement, either for breach or because it has reached the end of its term, the parties recognize that the Customer will have to process traffic law

violations in the “pipeline,” and that ATS accordingly must assist the Customer in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The Customer shall cease using the Axis™ System, shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless directed by the Customer not to do so, ATS shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

5. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

6. FEES AND PAYMENT:

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit A, Schedule 1, (“Fees”).

The Customer shall pay all fees due ATS based upon invoices from the proceeding month within 30 days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.

Unit prices will be fixed for the first three (3) years of the first term and thereafter on each anniversary date of the term unit prices will increase by the CPI, according to the average change during the prior 12 months in the Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.

7. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, ATS may conduct an analysis of each Approach being considered for a Camera System. If ATS deems necessary, ATS will use the Axis™ VIMS (Violation Incident Monitoring System) or other tool or means to complete the analysis over a 4 to 24 hour period. The Customer will be provided a report on violations recorded at each monitored approach, including the time of day and lanes on which the violations occurred. For any Approach recommended by the Customer, ATS may install a Camera System. However, ATS may elect not to install a Camera System where traffic violation data does not support installation of the Axis System.

8. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by ATS through operation of the Axis System shall be made available to the Customer at any time during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of Customer's obligation under this Agreement.

9. CONFIDENTIAL INFORMATION:

No information given by ATS to Customer will be of a confidential nature, unless specifically

designated in writing as proprietary and confidential by ATS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program or in the performance of this Agreement including without limitation information with respect to any violations, violators, information obtained from recorded images or information concerning the Customer's law enforcement activities for any purpose other than for the benefit of the City.

OWNERSHIP OF SYSTEM:

It is understood by the Customer that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS through a lease or purchase transaction. The System is being provided to Customer only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE: REVISE TO BE COMPREHENSIVE INDEMNIFICATION

ATS shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axisis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against any claims, arising from the violation of any such laws, ordinances and regulations or any claims arising from the performance of this Agreement, including as a result of the negligence or willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

ATS shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured's for liability arising from ATS's operation.
- b. Workers Compensation as required by applicable state law, and Employers' Liability insurance with limits of not less than \$500,000 each accident; ATS shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

The Customer and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insured's.

Certificates showing ATS is carrying the above described insurance, and evidencing the additional

insured status specified above, shall be furnished to the Customer within thirty calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as the Customer is a body politic and corporate, the laws from which Customer derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the Customer may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. The Customer shall be responsible for vehicle insurance coverage on any vehicles driven by Customer employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Florida. Venue shall be only in Hernando County Florida.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

13. CHANGE ORDERS OR ADDITIONAL SERVICES:

Changes to services or scope and additional systems and services may be added to this agreement by mutual consent of the parties in writing as an addendum to this Agreement. Customer and ATS agree that should legislation or local ordinance be enacted to enable speed enforcement within the City limits, the Customer shall have the option to negotiate services and fees and issue a change order to cover such services. All other terms and conditions shall remain the same.

14. NO AGENCY:

ATS is an independent contractor providing services to the Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents, or servants of the Customer. This contract is not intended to create an agency relationship between ATS and the Customer.

15. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this agreement for any

failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by ATS. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

16. TAXES:

In the event that any excise, sales or other taxes are due relating to this service contract, the Customer will be responsible for the payment of such taxes.

17. NOTICES:

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made by ATS or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Brooksville
201 Howell Avenue
Brooksville, FL 34601
Attn: City Manager

American Traffic Solutions, LLC.
7681 E. Gray Rd
Scottsdale, AZ 85260
Attn: Chief Operating Officer

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

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

provisions of this agreement. Releasor agrees that this release is consummated and entered into in Hernando County, Florida.

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

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

Releasor acknowledges that it has read this release and understands the terms and conditions herein. Further, Releasor has caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on Page 1.

CITY OF BROOKSVILLE

By: _____

David Pugh, Mayor

ATTEST: _____
Karen M. Phillips, City Clerk

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

Thomas S. Hogan, Jr., City Attorney

AMERICAN TRAFFIC SOLUTIONS, LLC.

Witnesses:

By: Adam E. Tuton
Its: Manager

Exhibit A
ATS SCOPE OF WORK

1. AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 ATS agrees to provide a turnkey solution for Camera Systems to the Customer wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except for those items identified in Section 2 titled "Customer Scope of Work". ATS and the Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, the Customer shall not charge ATS for the cost. All other in-scope work, external to the Customer, is the responsibility of ATS.
- 1.2.2 ATS agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
- 1.2.3 ATS will assist the Customer with video evaluation of candidate sites using the Axis VIMS system.
- 1.2.4 ATS will install Camera Systems at a number of intersection or grade crossing approaches to be agreed upon between ATS and the Customer after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where Camera Systems are installed and maintained.
- 1.2.5 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 ATS' in-house marketing department will assist the Customer with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, ATS may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to ATS from collected revenues.
- 1.2.7 ATS agrees to provide a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of Notice # and a PIN, which will allow violation image and video viewing.
- 1.2.8 The Customer and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature.

- 1.2.9 ATS shall provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.
- 1.2.10 ATS shall repair a non-functional Camera System within 72 business hours of determination of a malfunction.
- 1.2.11 ATS shall repair the Axis VPS system within 1 business day from the time of the outage. Outages of Customer internet connections or infrastructure are excluded from this service level.
- 1.2.12 For any city using ATS lockbox or repayment services, ATS will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of the Customer will be deposited in this account and transferred by wire the first business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. Customer shall sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.

1.3 ATS OPERATIONS

- 1.3.1 ATS shall provide the Customer with an optional one-time warning period up to 30 days in length at the outset of the program.
- 1.3.2 ATS shall provide the Customer with an automated web-based citation processing system (Axis™ VPS) including image processing, 1st notice color printing and mailing of Citation or Notice of Violation per chargeable event and a mailing of a text only reminder notice. Each Citation or Notice of Violation shall be delivered by First Class mail to the registered owner within the statutory period. Mailings to owners responding to first notices identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.
- 1.3.3 Subsequent notices (such as pre-collection letters) may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties in Schedule 1.
- 1.3.4 ATS shall apply an electronic signature to the citation when authorized to do so by an approving law enforcement officer.
- 1.3.5 ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as the Customer's agent.
- 1.3.6 ATS shall seek records from out-of-state vehicle registration databases and apply records found to Axis to issue citations for the Customer according to each pricing option.

- 1.3.7 If Customer is unable to or does not desire to integrate ATS data to its adjudication system, ATS shall provide an on-line adjudication processing module, which will enable the Adjudication manager to review cases, related images, correspondence and other related information required to adjudicate the disputed citation. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor to integrate the ATS system to an adjudication system computer system shall be borne by the Customer. ATS may agree to cover these up front costs and recover the costs from the collected revenue in addition to its normal fees.
- 1.3.8 The Axis™ VPS system, which provides the Customer with ability to run and print any and all standard system reports.
- 1.3.9 If required by the Adjudication manager or prosecutor, ATS shall provide the Customer with, or train a local expert witness able to testify on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System until judicial notice is taken.
- 1.3.10 In those instances where damage to a Camera System or sensors is caused by negligence on the part of the Customer or its authorized agent(s), ATS will provide Customer an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.11 ATS shall provide a help line to help the Customer resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function during normal business hours.
- 1.3.12 As part of its turnkey system, ATS shall provide violators with the ability to view violations online. This online viewing system shall include a link to the ATS payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the Adjudication manager, shall be directed to and processed by ATS and communicated to the Adjudication manager via the Axis VPS transfer described above.

2. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a project manager with authority to coordinate Customer responsibilities under the Agreement.
- 2.2.2 Within 7 business days of contract execution, the Customer shall provide ATS with the name and contact information for a l Adjudication manager responsible for oversight of all -related program requirements

- 2.2.3 The Customer shall make every effort to adhere to the Project Time Line to be agreed upon between the parties.
- 2.2.4 The Customer shall direct the Chief of Police or approved alternate execute the ATS DMV Subscriber Services Agreement (Schedule 2) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that ATS is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.5 The Customer and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If the Customer chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.2 ATS will design, fabricate, install and maintain red light camera warning signs at no cost to customer.
- 2.3.3 The Customer will co-operate with ATS to access to traffic signal phase connections according to approved design at no cost to customer.
- 2.3.4 Customer shall allow ATS to access power from existing power sources at no cost to customer and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Customer's jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by ATS.
- 2.3.5 The Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen and approved by an ATS PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.3.6 The Customer shall approve or reject ATS submitted plans within 7 business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed 10 business days.
- 2.3.7 The Customer shall not charge ATS or its subcontractor for building, constructions, street use and/or pole attachment permits.

2.4 POLICE DEPARTMENT OPERATIONS

- 2.4.1 The Police Department shall process each potential violation in accordance with State Laws and/or City Ordinances within 3 business days of its appearance in the Police Review Queue, using Axisis™ to determine which violations will be issued as Citations or Notices of Violation.
- 2.4.2 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.3 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.4 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If Customer does not provide payment processing services, Customer shall use ATS payment processing services. The fees for lockbox and repayment services are presented on Schedule 1.
- 2.5.2 Adjudication manager shall provide a judge or hearing officer and adjudication facilities to schedule and hear disputed citations.
- 2.5.3 Adjudication manager shall provide the specific text required to be placed on the Citation notice to be issued by ATS within 30 calendar days of contract signature.
- 2.5.4 The Adjudication manager shall approve the Citation form within 15 days receipt from ATS.
- 2.5.5 Adjudication manager shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. Adjudication manager may refer citizens with questions regarding ATS or Axisis technology and processes to websites and/or toll-free telephone numbers provided by ATS for that purpose.
- 2.5.6 Within 10 days after expiration of a second notice, Adjudication manager shall pursue delinquent collections of unpaid notices with an existing contractor or ATS.
- 2.5.7 Any potential, one time, direct costs to ATS to develop an interface between the Adjudication system will be initially paid by ATS and any such costs will be reimbursed to ATS from collected revenues in addition to its normal fees.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the ATS Axisis VPS System is blocked by Customer network security infrastructure, the Customer's Department of

Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

Schedule 1

Service Fee Schedule

<p>Fee per Paid Citation (one camera / rear imaging)</p> <p>Includes red light camera equipment, installation, maintenance, violation processing services, in state and out of state DMV records access, mailing of 1st notice in color with return envelope, mailing of reminder notice-text only, web-payments access with user convenience fee, call center support for general program questions and public awareness program support. Includes Lockbox payment processing services.</p> <p>Subject to CPI increase after third year.</p>	<p style="text-align: center;">\$40 per paid citation</p>
<p>Optional Services</p>	
<p>Pre-collection Letter and Skip Tracing Services</p>	<p>10% of recovered revenue in addition to normal fee</p>
<p>Delinquent Collections Services (% of collections after second notice, i.e. as a result of collections processing)</p>	<p>30% of recovered revenue in addition to normal fee</p>

Schedule 2

DMV Subscriber Agreement



DMV Services Subscriber Agreement

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

- (1) For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to (i) utilize ATS provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for _____ year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within 30 days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION					
Subscriber Agency/Name					
NLETS Agency ORI					
Name of Authorized Representative					
Title of Authorized Representative					
Mailing Address:					
City		State:		ZIP Code:	
Telephone:	() -	Fax	() -	Email	
Signature of Authorized Representative:					
Date Signed					

PROCLAMATION

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS, the health, safety, and comfort and convenience of residents of our community greatly depends on these facilities and services; and,

WHEREAS, the quality and effectiveness of these services, is vitally dependent upon the efforts and skill of public works officials; and,

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, ON BEHALF OF CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, DAVID PUGH, MAYOR, do hereby proclaim the week of May 18 through May 24, 2008, as

National Public Works Week

in Brooksville and call upon all citizens and civic organizations to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life and commend the positive improvements public works employees have made to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brooksville, Florida, to be affixed this 19th day of May, 2008.

CITY OF BROOKSVILLE

David Pugh, Mayor

Frankie Burnett, Vice Mayor

Joe Bernardini, Council Member

Lara Bradburn, Council Member

Richard E. Lewis, Council Member

ATTEST: _____
Karen M. Phillips, City Clerk

Duke Maeder

From: "A.L. Covell" <alcovell@atlantic.net>
To: "Jennene Norman-Vacha" <jnvacha@ci.brooksville.fl.us>
Cc: "Duke Maeder/Brskv PD" <dmaeder@ci.brooksville.fl.us>
Sent: Monday, April 07, 2008 11:53 AM
Subject: Veterans Appreciation Parade

April 7, 2008

City of Brooksville
Jenene Norman-Vacha / City Manager

I am pleased to announce that the Hernando County Fine Arts Council has given its approval to provide the necessary insurance for this year's Veterans Appreciation Parade. I will once again ask the public for donations to reimburse the HCFAC for the expense of this insurance.

This year's parade is being planned for November 8, 2008 at 10:00 a.m. which will coincide with the date of HCFAC Bandshell event at 4 p.m. Preliminary plans are being made by the Bandshell committee to bring a group in that does Andrew Sister's type, swing music. Other discussion is taking place to make this a day long event for downtown Brooksville just like last year.

Please consider this my formal request for the Brooksville City Council to waive the cost of the parade permit, along with the associated costs of the police department, as they did last year. Please include this formal request in the agenda for city council in their May 2008 calendar. I informally spoke with Sergeant Maeder last week about the parade and we both agreed the parade route used last year worked out to the best interest of everyone. Hopefully, we can use the same route for this year's parade.

Thank you in advance for your consideration in this matter. Please contact me with the specific date and time of the Brooksville City Council in May when the information becomes available to the public.

Respectfully,
Anna Liisa Covell
Parade Coordinator

Duke Maeder

From: "A.L. Covell" <alcovell@atlantic.net>
To: "Anna Liisa Covell" <alcovell@atlantic.net>
Sent: Tuesday, April 08, 2008 11:24 AM
Subject: Concise parade information

My previous email left out some pertinent information in reference to this year's Veterans Appreciation parade. Here it is again/clear & concise:

2008 Veterans Appreciation Parade
November 8, 2008 / 10:00 a.m.
Downtown Brooksville

Line-up for parade participants:
Brooksville City Hall / Parking Lot
201 Howell Ave.
Brooksville
8:30 a.m.

CITY OF BROOKSVILLE

APPLICATION FOR TEMPORARY STREET CLOSURE

201 Howell Avenue
(352) 544-5407



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 of Organization <i>Anna Lisa Covelli/ Hernando County Fine Arts Council</i>		Event <i>2008 Veteran's Appreciation Parade</i>	
Person in Charge <i>Anna Lisa Covelli</i>		Address	Telephone
If unavailable (Alternate Name)		Address	Telephone
Date of Event <i>November 8, 2008</i>	Starting Time <i>10:00am</i>	Ending Time (approx) <i>11:00am</i>	Estimated Number of Participants
Proposed Route (include Street/Avenue, attach location map) <i>See attached route map and details.</i>			
<p>I/We _____ 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.</p>			
Signature _____			
State of Florida			
County of _____			
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.			
[Signature of Notary Public]		[Printed, typed or stamped name of Notary Public]	
[Commission Number of Notary Public]			

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

Total Deposit \$ _____	Received By: _____	Date _____	
Police Chief <i>J Turner</i>	Date <i>5/8/08</i>	City Manager <i>Henry M. Yada</i>	Date <i>05/08/08</i>

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

STREET CLOSURE

COST PROJECTION

201 Howell Avenue
(352) 544-5407



Event: VETERAN'S DAY PARADE 2008

Starting: 10:00 am End: 11:00 am

Police Department *BASED on 2 Hour MINIMUM CALL in PAY OVT.*

Personnel	<u>3</u>	@	\$ <u>23.88</u>	=	\$ <u>143.28</u>
Equipment	<u>2</u>	@	\$ <u>23.89</u>	=	\$ <u>95.56</u>
	<u>1</u>	@	\$ <u>54.24</u>	=	\$ <u>54.24</u>
	<u>1</u>	@	\$ <u>56.36</u>	=	\$ <u>56.36</u>
	<u>1</u>	@	\$ <u>66.24</u>	=	\$ <u>66.24</u>
	<u>1</u>	@	<u>77.60</u>	=	\$ <u>77.60</u>
					POLICE DEPARTMENT TOTAL \$ <u>493.28</u>

Fire Department

Personnel		@	\$	=	\$
Equipment		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
					FIRE DEPARTMENT TOTAL \$ <u>NA</u>

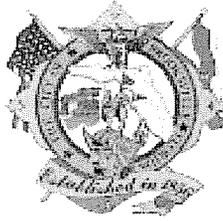
Public Works

Personnel	<u>2@ 8HR</u>	@	\$ <u>15.00</u>	=	\$ <u>120.00</u>
Equipment	<u>1 TRUCK</u>	@	\$ <u>25.00</u>	=	\$ <u>25.00</u>
		@	\$	=	\$
		@	\$	=	\$
		@	\$	=	\$
					PUBLIC WORKS TOTAL \$ <u>145.00</u>

ESTIMATED TOTAL DUE CITY \$ 638.28

TOTAL Actual Costs \$ <u>638.28</u>	Billed \$ _____
Payment Received By: _____	

CITY OF BROOKSVILLE



MEMORANDUM

BROOKSVILLE POLICE DEPARTMENT

TO: Honorable Mayor and City Council Members

Via: Jennene Norman-Vacha, City Manager

FROM: George B. Turner, Chief of Police

DATE: May 8, 2008

SUBJECT: Veterans Appreciation Parade

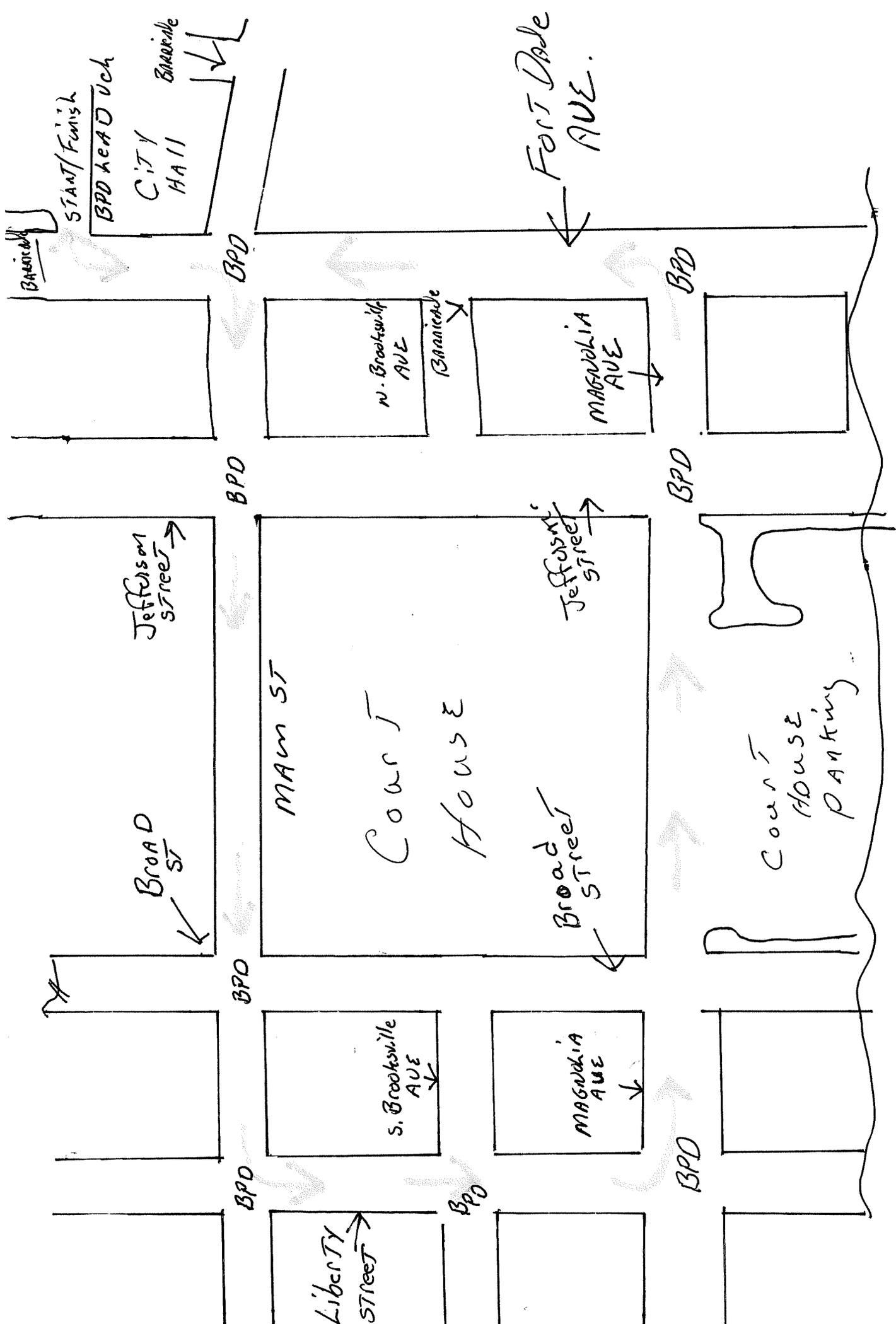
Jennene Norman-Vacha
GBT

General Information:

The 2008 Veterans Appreciation Parade is scheduled for November 8, 2008, beginning at 8:30 A.M. at City Hall. The parade coordinator, Anna Lisa Covell has requested City Council to waive the cost of the parade permit as well as associated Brooksville Police Department personnel costs.

Budget Impact:

The cost projections for the required street closures and traffic control are \$638.28.



**BROOKSVILLE POLICE
DEPARTMENT**

MEMO

TO: Chief Turner
FROM: Sgt. Maeder
DATE: 05-08-2008
SUBJ: Veterans Day Parade

Chief

Taking the information from last year's Veterans Day Parade permit and adding the last minute changes that had to be made , I am providing an estimated cost for the City of Brooksville, supporting the parade. See attached form.

The route will be from City Hall parking lot out to Fort Date, left on Main Street, crossing Jefferson Street and Broad Street , right on Liberty Street, left on Magnolia crossing Broad Street and crossing behind the Court House crossing Jefferson Street to Fort Dade. Left on Fort Dade crossing Main Street back to the City Hall parking lot.

Due to the route crossing major roadways I will have uniformed officers at the key locations. This route requires nine officers to work the intersections for safety.

Department of Public Works (DPW) will place out barricades where needed the work day prior to the parade, and will collect the barricades the first work day after the parade. Mr. Pierce advised that there is no additional cost for DPW as the barricades are placed at the intersections and collected during normal business hours.

Chief Mossgrove will have to provide a dollar figure for the Brooksville Fire Department.

MEMORANDUM

AGENDA ITEM NO. E-1
5/19/08

To: Honorable Mayor & City Council
Via: T. Jennene Norman-Vacha, City Manager
From: Bill Geiger, Community Development Director
Subject: US 41 South/SR 50 Landscaping Grant
Date: May 7, 2008



General Information

On April 21, 2008, the City Council authorized the transmittal of a letter of interest to the FDOT to initiate the Highway Landscape Reimbursement Agreement process. FDOT provided the City with said Agreement on May 7, 2008. In their transmittal of the Agreement, the FDOT indicated that grant funds are available to do additional state road right-of-way landscaping (as a continuation of our prior US 41/SR 50 projects) in the amount of \$150,000. The following is a summary of the proposed grant project:

1. The city is eligible to receive up to \$150,000 in FDOT reimbursable grant funds to:
 - a. Finish the landscaping in the two islands that are now partially landscaped on SR 50 (reference the Phase II US 41/SR 50 landscape project); and
 - b. replace the groundcover in existing, landscaped median islands on US 41, with plants that are hardier and less disease prone than what we have experienced with the normally hardy, Juniper plants that are currently there.
2. Ten percent of the reimbursable funds (\$15,000) may be used to design and permit the project.

Russell G. Moore, IBI Group (formerly operating as RMPK Group), was the City's landscape architect for the first two phases of the US 41-SR 50 landscape project, and prepared a landscape master plan for this general area as well. Mr. Moore has indicated that his firm could prepare the construction documents and secure the permits for \$15,000, and further indicated that the project funding in the amount of \$150,000 should be adequate to accomplish Items 1 & 2 above. When queried about the issues that the City has encountered with the Juniper in the existing landscape areas, he responded that Juniper is one of the most commonly specified groundcover plants used in medians. The plants have been considered "bulletproof" in the past, due to their drought tolerance and overall hardiness. The Water Management Districts highly recommends their use for these types of applications. However, any plant (and their particular root stock) is susceptible to disease at any given time, and the fungus disease that we've been battling with the Juniper in our medians has only become more prevalent in recent times. Council direction is being requested at this time as to whether staff may proceed to negotiate a contract with Mr. Moore's firm to design, prepare the construction plans and obtain the permits for this project, or prepare and put out a Request for Proposals to do these services.

Subsequent to permitting, the City would be responsible for project bidding, construction and grant administration. Staff time associated with these responsibilities would not be reimbursable.

Budget Statement: Direct costs for this grant project would be initially incurred by the City, and later reimbursed once the FDOT gives final approval of the installation. Staff time for project administration would not be reimbursable. It is noted that the majority of this project is targeted at replacing plants in currently landscaped islands, with the anticipation that the newly planted groundcover will not have to be replaced at the rate that we are currently experiencing with the

Juniper plants, and will subsequently save the city money from a maintenance perspective. As with prior projects, the city is responsible for the maintenance of these landscaped areas, and must budget accordingly.

Legal Note: Executing contracts for grant funds and services is a legislative policy determination that may be made under the city's home rule authority.

Staff Recommendation:

(a) Approve the Resolution authorizing the City's execution of the Landscape Reimbursement and Maintenance Memorandum of Agreement; and

(b) Authorize staff to negotiate a contract with IBI Group, to design, prepare the construction plans and obtain the permits for this project (as described hereto), in an amount not-to-exceed \$15,000; or provide direction to staff otherwise.

Attachments: 1) Resolution No. 2008- 12 _____
2) Simpson-to-Geiger letter (dated May 6, 2008)
3) Landscape Reimbursement and Maintenance Memorandum of Agreement

pc: Russell Moore, President, IBI Group (formerly operating as RMPK Group)
file

RESOLUTION NO. 2008-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA AUTHORIZING EXECUTION OF A HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside and median strips on Florida Department of Transportation rights-of-way areas should be maintained and attractively landscaped; and,

WHEREAS, the City Council desires that the City of Brooksville beautify and improve with landscaping the right-of-way area for U.S. Highway 41 between VFW Road and Benton Avenue, and also the right-of-way area for State Road 50 between East Jefferson Street and West Jefferson Street; and,

WHEREAS, the City Council wishes to authorize the Mayor to enter into a Highway Landscape Reimbursement and Maintenance Memorandum of Agreement with the District Seven Office of the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Brooksville, Florida as follows:

1. The Mayor, or City Manager in his absence, is hereby authorized to execute a Highway Landscape Reimbursement and Maintenance Memorandum of Agreement for a portion of U. S. Highway 41 and also a portion of State Road 50.
2. This resolution shall take effect immediately upon its passage and adoption.

City of Brooksville

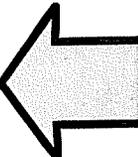
ATTEST: _____
Karen M. Phillips, CMC
City Clerk

David Pugh
Mayor

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

Thomas S. Hogan, Jr.
City Attorney

VOTE OF COUNCIL:
Bernardini _____
Bradburn _____
Burnett _____
Lewis _____
Pugh _____





MAY 07 2008

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

DISTRICT 7 MAINTENANCE * (813) 975-6273
11201 N. McKinley Drive, MS 7-1200
Tampa, FL 33612-6456

STEPHANIE C. KOPELOUSOS
SECRETARY

May 6, 2008

Bill Geiger, Community Development Director
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041

RE: Landscape Reimbursement and Maintenance Memorandum of Agreement
SR 45 (US 41, Broad Street) from Benton Avenue to SR 50 (Cortez Boulevard)

Dear Mr. Geiger:

Please return to my attention, five signed originals of the attached Highway Landscape Reimbursement and Maintenance Memorandum of Agreement plus one copy of the Council's authorization to execute the agreement (example attached). As the Department is approaching the end of its fiscal year, and the availability of funding for landscaping in future years remains uncertain, it is of paramount importance that the City executes the agreement by the end of May.

Once the signed agreements are received and funding is encumbered, the Department will execute and return two originals of the reimbursement agreement to the City. The City may begin to incur reimbursable expenses upon the Department's execution of the agreement.

The maximum reimbursement for landscape of the referenced project will be \$150,000.00, up to 10% of which may be utilized for design fees. If you have any questions, you can contact me at (813) 975-6442, or at john.simpson@dot.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "John Simpson", written over a large, stylized flourish.

John Simpson
District Landscape Architect

JS

Attachments (6)
cc: W. Moriaty

**DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and the CITY OF BROOKSVILLE, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the "City".

W I T N E S S E T H

WHEREAS, the Department owns SR 45 (US 41, Broad Street) right-of-way consisting of road improvements and grassed areas abutting thereon located between Benton Avenue and SR 50 (Cortez Boulevard) in Hernando County, Florida (the "Project Highway"); and

WHEREAS, the City seeks to beautify the Project Highway by the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under FP# 424546-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044, Florida Statutes, to reimburse the City for eligible expenditures; and

WHEREAS, upon installation of such improvements, the City has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044, Florida Statutes to enter into contracts and agreements with municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. SUBMITTALS

a. The City shall produce plans for and install landscape improvements on those areas of the Project Highway as depicted in the Plans and Specifications to be attached hereto and incorporated herein as Exhibit "A". All work conducted in connection with plans production and installation of improvements shall hereinafter be referred to as the "Project".

b. Not later than one hundred twenty calendar days following the execution of this Agreement or receipt of federal authorization, the City shall submit to the Department four copies of the landscape plans and specifications including a project maintenance schedule sheet, and two copies of the following attachments: the project schedule, letters of no conflict from all utilities within the project limits, and a project cost estimate. If the City desires to work closer than

fifteen feet to the edge of pavement or close a traffic lane, maintenance of traffic plan sheets must be included in the plan set. Within three weeks of the receipt of review comments by the Department, the City shall revise all documents required herein in accordance with the Department's comments and submit two copies of the revised documents for the Department's written approval. Within one week of receipt of Department approval, the City shall submit four copies of the approved Plans and Specifications to the Department. Failure of the City to submit any of the required documents within the time periods herein may be cause for termination of this Agreement.

c. If any of the submittals of the City pursuant to Paragraph 1.b. are rejected by the Department and returned to the City for revisions or changes, such documents must be approved and resubmitted to the Department not later than one hundred eighty calendar days following the execution of this Agreement or receipt of federal authorization. If such documents are not resubmitted as approved by this date, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the project.

d. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested.

- (1) If to the Department, address to District Landscape Architect, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (2) If to the City, address to Community Development Director, at City of Brooksville, 201 Howell Avenue, Brooksville, Florida 34601-2041, or at such other address as the City may from time to time designate by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

a. The City shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the project completion date. The City shall notify the District Landscape Architect (DLA) and the Area Maintenance Engineer forty-eight hours prior to commencing work on the Project site.

b. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The City shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.

c. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the

Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the City.

d. If the City fails to complete the installation of the Project by the completion date set forth in the Notice to Proceed or abandons the Project, the Department shall provide the City with written notice of its intent to terminate this Agreement unless the condition resulting in such notice is corrected. If the City fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in paragraph 6.a (1), including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the City and accepted by the Department.

e. Upon certification of completion by the City, inspection, and conditional approval of the Project in writing by the Department's Landscape Architect, the Project shall be subject to a ninety calendar-day establishment period.

3. BILLING and PAYMENT

a. Upon completion of the ninety calendar-day establishment period and approval of the Project installation by the Department, the City shall, within one hundred eighty calendar days, furnish the Department with three signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the City in an amount not to exceed \$ 150,000 Dollars and No Cents for all eligible expenditures for the professional design, purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design expenditures shall not exceed ten percent of the total reimbursement amount. The Department's obligation to reimburse the City shall be subject to: (1) legislative approval of the Department's appropriation request for the work program year in which the Project is scheduled to be committed; (2) the City's installation of the Project in accordance with the approved documents; and (3) Department approval of the Project.

c. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-843-3792. The interest penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

d. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for

five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the City's general accounting records and the project records, together with supporting documents and records, of the City and all subcontractors performing work on the Project, and all other records of the City and subcontractors considered necessary by the Department for a proper audit of costs.

e. The parties recognize and accept the funding restrictions as set forth in Section 339.135(6)(a), Florida Statutes, which may affect the Department's obligations hereunder:

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

f. The Department recognizes that the City must comply with Section 166.241, Florida Statutes. This Agreement shall not be construed to modify, in any way, the City's obligations under that statute.

4. AUDIT REPORTS

Section 215.97, Florida Statutes, the Florida Single Audit Act, requires recipients of federal and state funds to have audits done annually using the following criteria.

a. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

- (1) In the event that a recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- (2) If a recipient expends less than \$500,000 in Federal awards during its fiscal year, an audit conducted in accordance with the OMB Circular A-133 is not required. If a recipient expends less than \$500,000 in Federal awards during its fiscal year and elects to have an audit conducted in accordance with OMB Circular A-133, the cost of the audit must be paid from non-federal funds.

b. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

- (1) In the event that a recipient expends \$500,000 or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97(7), Florida Statutes; Section 215.97(2)(d) Florida Statutes; applicable rules of the department of Financial Services and the CFO; and Chapters 10.550 and 10.650, Rules of the Auditor General.
- (2) If a recipient expends less than \$500,000 in State awards during its fiscal year, an audit conducted in accordance with Section 215.97 Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General is not required. If a recipient expends less than \$500,000 in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General, the cost of the audit must be paid from non-state funds.

In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance. State financial assistance does not include federal direct or pass-through awards and resources received for federal program matching requirements.

c. Reporting Packages and management letters generated from audits conducted in accordance with OMB Circular A-133 be received by the appropriate FDOT office no later than nine months after the end of the recipient's fiscal year. Financial Reporting Packages generated in accordance with Section 215.97, Florida Statutes, shall be submitted to the awarding FDOT office by the recipient within thirty days of receiving it.

d. The recipient shall follow up and take corrective action on findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of finding.

e. Sufficient records demonstrating compliance with the terms of this agreement shall be retained for at least five years from the date the audit report is issued. Access to project records and audit workpapers shall be given the Auditor General.

f. The recipient shall submit required documentation as follows:

- (1) A reporting Package and Data Collection Form for each audit conducted in accordance with OMB Circular A-133 shall be sent to:

Florida Department of Transportation District Maintenance Office MS 7-1200, 11201 N. McKinley Drive Tampa, Florida 33612-6456	and	Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132
--	-----	---

- (2) A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General shall be sent directly to:

Florida Department of Transportation District Landscape Architect MS 7-1200, 11201 N. McKinley Drive	and	Auditor General's Office Room 401, Pepper Building 111 West Madison Street
--	-----	--

g. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General, as applicable. Recipients should indicate the date that the reporting package was delivered to the Department in correspondence accompanying the reporting package.

h. In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by the Department, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. By entering this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraph 6, the City shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (1) remove litter from all landscaped areas of the Project Highway;
- (2) water and fertilize all plants;
- (3) mulch all plants beds;
- (4) keep plants as free as practicable from disease and harmful insects;
- (5) weed the Project premises routinely;
- (6) mow and/or cut grass within the areas delineated by the landscape plans;
- (7) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visible hazard to those using the roadway;
- (8) replace, or at the City's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
- (9) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system.

b. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with paragraph 6.a (1).

c. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area

Maintenance Engineer with responsibility for the roadway within this Project is Randell E. Prescott, P.E., located at 16411 Springhill Dr, MS 7-1260, Brooksville, FL 34609, telephone number (352) 797-5700.

d. Prior to any major Project construction or reconstruction activity, the City shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this project, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this agreement as determined by the Department.

6. TERMINATION

a. The Agreement may be terminated under any one of the following conditions:

- (1) By the Department if the City, following fifteen calendar days' written notice, fails to perform its duties under this agreement; or if the City refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City in conjunction with this Agreement.
- (2) By the City following sixty calendar days' written notice.
- (3) By the Department following sixty calendar days' written notice.

b. Within 60 days following a notice to terminate pursuant to 6.a.(1) or 6.a.(2), if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 6.a.(3), the Department may complete, remove, relocate or adjust the Project as it deems best.

c. It is understood between the parties hereto that any or all of the project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The City shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty days removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this agreement, the City shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

7. INDEMNITIES

a. To the extent provided by S. 768.28 F.S., the City shall indemnify, defend, and hold harmless the Department, its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or its employees, during the performance of the Agreement, except that neither the City, its agents, or its employees, will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

b. When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

8. GENERAL

a. The Department's District Secretary or his designee shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

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

c. This Agreement embodies the entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement may not be assigned or transferred by the City in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BROOKSVILLE
a municipal corporation of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
David Pugh
Mayor

By: _____
James V. Moulton, Jr., P.E.
Director of Transportation Operations,
District Seven

Attest: _____
City Clerk (SEAL)

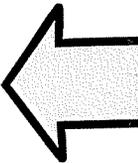
Attest: _____
Executive Secretary (SEAL)

Legal Review:

Legal Review:

City Attorney

Office of the General Counsel, District 7



City of Brooksville



MEMORANDUM

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager *T. Jennene Norman-Vacha*
From: Karen M. Phillips, Director of Administration/City Clerk
Subject: Metropolitan Planning Organization (MPO) Member *K.M. Phillips*
Date: March 9, 2008

As you will recall, Mayor Pugh had previously reported that due to his current employment situation, he has found that he has not been able to attend the Hernando County MPO meetings on a regular basis and had requested that another City Council Member consider taking on this commitment.

The MPO is mandated by the Federal Highway Act of 1973 to provide a cooperative, comprehensive, and continuing transportation planning and decision-making process. Each urban area in the United States has a MPO which acts as a liaison between local communities, their citizens, and the state departments of transportation (DOTs). MPOs are important because they direct how and where available state and federal dollars for transportation improvements will be spent.

With Mayor Pugh's schedule conflicts, the MPO is strongly encouraging participation by another City Council Representative to make sure the advisory board is making decisions on recommendations to the Florida Department of Transportation that will best meet the transportation needs of the County **and** the City to maintain the integrity and reliability of the transportation infrastructure network that traverses through the City of Brooksville and the surrounding areas to benefit not only our residents and businesses, but the visitors and tourists who pass through our community.

The MPO regularly meets on the third Tuesday of each month at 1:30 pm in the County Commission Chambers (2008 schedule attached).

Financial Impact

The ultimate recommendations made by this advisory board to FDOT greatly affect the amount of funds and resources pledged annually to maintain and upgrade the roads, sidewalks and rights of way in our community, but also has a great amount of influence in funding for special projects that directly impact the City such as the Good Neighbor Trail and reverse frontage roads so that our local tax dollars and revenue sources can be utilized in other areas.

Legal Impact

Legislation and established rules of operation require that local government participation be included on this advisory board and legal staff recommends Council Member participation.

Staff Recommendation

City Council appoint a representative to serve on the Hernando County MPO.

Hernando County, Florida Metropolitan Planning Organization

20 N. Main Street, Room 262 - Brooksville, Florida 34601 Phone (352)754-4057 Fax (352)754-4420

Meetings

- Home >
- Committees >
- Programs & Projects
- Meetings & Agendas >
- Traffic Counts
- News
- Links



The Metropolitan Planning Organization (MPO) holds fully advertised public hearings prior to adoption of all transportation-related plans, documents, programs, and grant applications. Public hearings are also held prior to taking formal policy actions on matters of specific interest to the community and on other topics of importance. This ensures ample public involvement and access to the planning process. Interest on particular issues is noted from the attention received from transportation-related topics and the number of calls received on the issues. Public hearings allow for direct citizen input and a corresponding reply to the public. This forum has allowed for issues to be heard and has provided deliberation of alternative solutions.

Public hearings are advertised in accordance with adopted MPO procedure, that is five (5) and fifteen (15) days in advance of the hearing date. Advertisements are placed in a newspaper providing general circulation coverage for the Hernando County area.

The MPO's policy regarding the notification/advertisement of public hearings is periodically reviewed for its effectiveness in soliciting public participation. Possible alternative methods should be reviewed for cost and population type/size targeted. Larger newspaper notification formats are now regularly used (up to quarter page ads) in local newspapers as an alternative to classified ads. Additionally, community and business groups are directly notified by mail and telephone of special workshops and meetings, and public service announcements on community access television are now used for hearings and workshops.

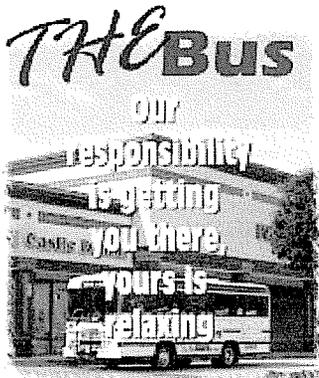
Local public hearings also serve to promote active citizen participation if held in each respective area.

For Committee meeting dates and times, download the current meeting schedule:

- [Meeting Schedules](#) (pdf file)

Meeting Notices

- [Bicycle and Pedestrian Advisory Committee Meeting Notice](#) (pdf)
- [Metropolitan Planning Organization Meeting Notice](#) (pdf)
- [Transportation Disadvantaged Committee Meeting Notice](#) (pdf)
- [Transportation Systems Operations Committee Meeting Notice](#) (pdf)
- [Technical Advisory Committee Meeting Notice](#) (pdf)
- [Citizens Advisory Committee](#) (pdf)



NEW! TDLCB Vacancies



Click here to download
the free Adobe
Reader:

Get Adobe
Reader

Copyright ©2005 Adobe Systems Inc..
All rights reserved.

**OUTSIDE AGENCIES, BOARDS AND COMMITTEES APPOINTED BY COUNCIL
MEETING DATES & TIMES**

External Boards/Committees

Juvenile Justice Council

Richard E. Lewis, Council Member

INACTIVE AT PRESENT

Metropolitan Planning Organization

20 N. Main Street, Room 262

Brooksville, FL 34601

David Pugh, Mayor

Joe Bernardini, Alternate

(Tina 754-4057 x 28032)

3rd Tuesday of each month at 1:30pm
at Board of County
Commissioners Chambers

Sheriff's Department/City Community Board

Attn: Sheriff Nugent/Capt. Mike Owens

P.O. Box 10070

Brooksville, FL 34601

Frankie Burnett, Vice Mayor

INACTIVE AT PRESENT

Suncoast League of Cities

'Bernie' Young & Ginny Harrell

P O Box 530065

St. Pete, FL 33747-0065

(BY) 727-480-2883 (GH) 727-612-2246

David Pugh, Mayor

Frankie Burnett, V. Mayor, Alt.

3rd Thurs. ea. mo. 4:30pm at
alternating sites. Annual
Conf. May 2 & 3, 2008
(1st mtg.-1/16/08 Treas.Isle)

Take Stock in Children

Pasco-Hernando Community College

Attn: Eva Davis 797-5108

11415 Ponce de Leon Blvd.

Brooksville, FL 34601

Frankie Burnett, Vice Mayor

Held quarterly on the 1st Wed of
the designated month at North
Campus at 5:30 p.m.
(1st 2008 mtg. Is exception:
March 12, due to spring brk.)

Tourist Development Council

26 S. Brooksville Avenue

Brooksville, FL 34601

Richard E. Lewis, Council Member

4th Thurs. of each month at
3:00 p.m. at I-75 Best Western
Tourist Development Office

Withlacoochee Regional Planning Council

1241 SW 10th Street

Ocala, FL 34474-2798

David Pugh, Mayor

3rd Thurs. of each month in
Ocala, Executive Board
6:30 p.m., Full Board 7:00 p.m.

Withlacoochee Regional Water Supply Authority

P.O. Drawer 190

Tallahassee, FL 32302

Joe Bernardini, Council Member

**Travel & Per Diem reimbursed by WRWSA to Member

3rd Wed. of each month at
4:30 p.m. held in alternating
places (Ocala, Hernando, Citrus
and Sumter)

Youth and Family Alternatives

Gloria Gorby 727-835-1635 x304

18377 Clinton Boulevard

5:30 pm - 1st Mon.in Jan., April,
July, Oct. (6/21/08 Boots & Pearls
fund-raiser mtgs. varies.)

2008 Hernando County Metropolitan Planning Organization Meetings Schedule

	Metropolitan Planning Organization (Tuesday) BCC 1:30 PM	Technical Advisory Committee (Tuesday) Room 261 1:30 PM	Bicycle/ Pedestrian Advisory Committee (Tuesday) Room 261 5:30 PM	Citizens Advisory Committee (Tuesday) Room 261 4:00 PM	Transp. Systems Operations Committee (Tuesday) Room 261 1:30 PM	Transportation Disadvantaged Local Coordinating Board (Wednesday) BCC 10:00 AM	Metropolitan Planning Organization Advisory Committee 1:00-7:00 PM	Chairs' Coordinating Committee 11:00 AM
January						23	31	
February	26	4 Cancelled	5	4 Cancelled				
March	25 (Special)							
April	15	4 Cancelled		4 Cancelled		23	3	
May	20	6	TBD	6				
June	17	3		3				
July						23	24	
August	19	5		5	5			
September	16	2	TBD	2				
October	21	7		7		22		
November								
December	16	2	TBD	2				

NACO Legislative Conference – March 1-5, 2008

FL Assoc. of Counties Annual Conference – June 24-27, 2008

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – May 19, 2008

1. TYPE: Letter & related correspondence
DATE: April 23, 2008
RECEIVED FROM: Jennifer C. Rey, Esq./The Hogan Law Firm
ADDRESSED TO: Mr. Terry Plowden, Managing Director/Douglas Wilson Co.
SUBJECT: Details of request for completion of remaining improvements and maintenance repairs for the Cascades at Southern Hills Development.

2. TYPE: Letter
DATE: April 28, 2008
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Vernon M. Fuller, Area Director/USDA Rural Development
SUBJECT: Cover for City's Community Facility Loan Quarterly Report ending 3/31/08.

3. TYPE: Letter
DATE: April 30, 2008
SENT BY: Patricia J. Jobe, Planning & Zoning Coordinator
ADDRESSED TO: Ming Gao, District Public Transportation Manager/
Florida Department of Transportation
SUBJECT: Request (& appropriate documentation) for reimbursement in the amount of \$177,858.49 in project costs for FDOT Transportation Outreach Program – Contract No. AM827 – FPN #413025-1-94-01.

Monthly Departmental Reports (April 2008 will be in 6/2/08 CTN)

Miscellaneous Minutes

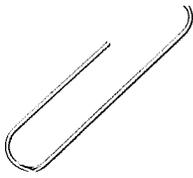
City Advisory Boards:

Council Rep. Boards:

Hernando County Community Anti-Drug Coalition

March 26, 2008

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



THE HOGAN LAW FIRM®

CTN
Hogans

We mean businessSM

April 23, 2008

Sent Via Facsimile and US Mail

Mr. Terry Plowden
Managing Director
Douglas Wilson Companies
450 B Street, Suite 1900
San Diego, CA 92101
Fax: 619-641-1150

RE: Cascades at Southern Hills; Utility Line
Maintenance/Repairs; Second Asphalt Lift

Dear Mr. Plowden:

In follow up to our telephone conversation of April 8, 2008, I am writing to convey our client's request to have a few remaining improvements and maintenance repairs for the Cascades at Southern Hills development completed. A recent conversation with Mr. Pierce, Director of Public Works for the City of Brooksville, confirmed that there have been no additional complaints from residents regarding erosion or ground maintenance problems; thank you for your actions in remedying these issues. However, there are a number of outstanding maintenance or repair needs for the utility lines and fire hydrants; and the second lift of asphalt needs to be applied.

The one year maintenance period provided for in the utility service agreement began on March 26, 2007 and was to end on March 26, 2008. See the enclosed letter from Will Smith, Utilities Superintendent to Mr. Bruce Parker of Levitt & Son's. A site inspection conducted prior to the expiration of the maintenance period identified some outstanding maintenance or repair issues. Enclosed is a memorandum from Tom Dampman to Emory Pierce noting the various maintenances issues or repairs identified as of March 12, 2008. Attempts were made by the Public Works staff to work directly with the subcontractors; however, no action has been undertaken to complete the repairs. The City estimates that the cost of the identified maintenance needs and repairs should not exceed \$20,000. The City is asking that Douglas Wilson arrange for the completion of these repairs or maintenance needs.

The City is also requesting that the second lift of asphalt be applied. On November 20, 2006, the developer petitioned the City to allow for a two-year time frame to complete sidewalks and the second lift of asphalt. The City Council approved the extension; and the two-year time period expires as of November 2008. Given the default of the original developer, and the unknown time frame with which these improvements would get completed by any subsequent developer, the

ctn 5/19/08

City of Brooksville



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

April 28, 2008

Mr. Vernon M. Fuller
Area Director
USDA Rural Development
2629 Waverly Barn Road, Suite 129
Davenport, FL 33897

Re: City of Brooksville Community Facility Loan; Quarterly
Report ending 03/31/2008

Dear Mr. Fuller:

Enclosed is our Community Facility Loan Quarterly Report ending
03/31/08 for the City of Brooksville.

The following is recap of the items that are enclosed:

- 1.) Form RD 442-2 with Prior Year Actual for 06/07; City of
Brooksville 07/08 General Fund Annual Budget; Quarterly data from
01/01/08 through 03/31/08; Year to date data from 10/01/07
through 03/31/08.
- 2.) Supplemental Data with Property Insurance and Distribution
of Cash for City's General Fund and Debt Service and Reserves
for 2006 Capital Improvement Revenue Bond.

Thank you to you and your staff for your assistance to the City.

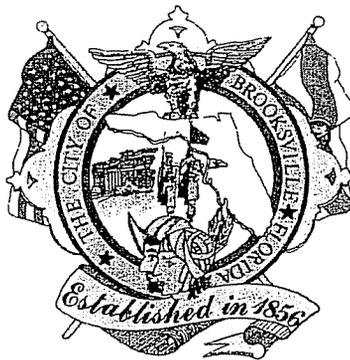
Yours very truly,


Stephen J Baumgartner
Finance Director

enclosures

pc: T. Jennene Norman-Vacha, City Manager
Karen Phillips, Dir. of Administration & City Clerk
Mr. Emory Pierce, Public Works Director

City of Brooksville



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

April 30, 2008

Ming Gao
District Public Transportation Manager
Florida Department of Transportation (M. S. 7-330)
11201 North McKinley Drive
Tampa, FL 33612

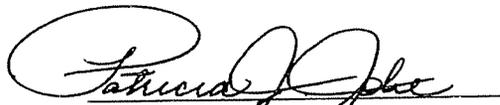
Ref: FDOT Transportation Outreach Program - Contract No. AM827 - FPN #413025-1-94-01
FINAL INVOICE SUMMARY

Dear Mr./Ms. Gao:

Enclosed please find the required documents necessary for reimbursement for the above referenced contract. We are requesting reimbursement of \$177,858.49 in project costs as documented by the attached invoices and check copies. Copies of all documentation regarding this contract are located in the Community Development Department and may be viewed at any time.

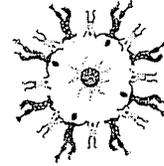
If we can be of any further assistance in regards to this matter, please do not hesitate to contact this office.

Sincerely,


Patricia J. Jobe
Planning & Zoning Coordinator

enclosures

Hernando County Community Anti-Drug Coalition
6147 Deltona Blvd., Spring Hill, FL 34606
Phone: 352-596-8000 * Fax: 352-596-8002
info@hernandoantidrug.org



Hernando County Community Anti-Drug Coalition
Meeting Minutes
March 26, 2008

Present: Sandra Marrero (The Harbor) Jennifer Dallner (BBBS) Cindy Spano (EYA) John Flemming (DJJ), Shari Noriega (PTA), Sgt. Hutchinson (HCSO), Ricardo Jaquez (HCSB), Ann Gayl Ellis (HC Health Dept.), Lisa Hammond (BHER Group), Tresa Watson (CENAPS), Deputy Ricardo Ruiz (HCSRO)

Meeting called to order at 3:34 p.m. Upon Tresa's request, participants conducted introductions.

Lisa presented a motion to accept minutes from the February with the correction that the training she attended was in Tampa, not Orlando. Tresa seconded the motion. Motion carried.

Alcohol and Youth Task Force

Tresa reported the teens filmed the PSA at the last Chill Smart meeting. Although she was uncertain of the date the clip will begin showing at the Beacon movie theatres, she knows the PSA will air one minute before the movie. Tresa will email the proof for those interested in viewing. The curriculum being used at Chill Smart only has a few more lessons in it. Then the group will begin to utilize the new anti-smoking curriculum.

The youth summits will be held at Central High School on 4/4/08 beginning at 8:00 a.m. There will be two sessions. The Springstead High School one will be held on 4/18/08. That one will be one full day. Tresa announced the contract manager of DHH, Donna Washington will be onsite to view the Strength of the Young perform, as she audits. Tresa reported the next show will be held at the Brooksville Bandshell on July 12, 2008 from 4-8pm. The show will be open to the public.

Underage Drinking Prevention Conference will be held in Tennessee. Tresa and Shari will chaperone. The youth who will attend are: Alex, Charlie, Madison, Nick and Nicole.

The Chill Smart youth have been invited to attend the Sherriff's Youth Education Services (YES) luncheon on 4/9/2008 at noon in the Silverthorne Club house.

Fundraising Committee

Lisa reported participating in a fundraiser for gymnastics of Little Ceasar's Pizza's that produced a high return. She urged the coalition to consider that fundraiser. Lisa also encouraged the coalition to contact JC Penny's since they have opened to see if they will be having a shopping fundraiser similar to that of Macy's. The coalition agreed. Lisa will call to ask.