

REGULAR CITY COUNCIL MEETING - MAY 5, 2008

3. American Legion Auxiliary Poppy Days

Proclamation designating May 11 - 17, 2008, as "Poppy Days".

Presentation: Mayor
Attachments: Proclamation; Letter from
American Legion Auxiliary
Unit 99

4. Mother's Day Celebration Proclamation

Proclamation in honor of Mothers Day and the 2nd Annual Mothers' Day Celebration on Friday, May 9, 2008.

Presentation: Mayor
Attachments: Proclamation

5. Grant Presentation by The Community Foundation of Hernando County

Presentation of grant funding in the amount of \$2,500 to Friends of the Children, Inc.

Presentation: Community Foundation of
Hernando County Chairman
Attachments: Memo from Director of Parks &
Recreation dated 04/29/08;
Letter from Community
Foundation of Hernando County
dated 03/24/08

E. PUBLIC HEARING

1. Third Amendment to The City of Brooksville, Florida Development Agreement for Hampton Ridge

Modifications are proposed within this Third Amendment to update the original Development Agreement (as amended) to provide consistency with changes being made in related agreements as well as to address time frames that are being affected by economic conditions.

Presentation: Director of Community
Development
Recommendation: Approval
Attachments: Memo from Director of
Community Development dated
04/22/08; Agreement; Public
Notice; Memo from Attorney
Feldman dated 04/25/08
regarding the N/S Collector
Road

2. Alcoholic Beverage Location Permit Application - James Tsacrios (DBA GM's Bistro) at 4 North Broad Street

Consideration of approval of Alcoholic Beverage Location Permit for GM's Bistro.

Presentation: Director of Community
Development
Recommendation: Approval
Attachments: To Follow

REGULAR CITY COUNCIL MEETING - MAY 5, 2008

F. REGULAR AGENDA

1. Water and Sewer Line Extension from SR50 to Wiscon Road (aka Hospital Crossing)

Consideration of reimbursement of water and sewer line extension costs to the Developer, Brooksville Regional Medical Plaza, LLC, in the amount of \$117,543 from account #401-000-196-19049. Previously approved for funding at the 6/04/07 Council meeting.

Presentation: Director of Public Works
Recommendation: Approval
Attachments: Memo from Director of Public Works and Utility Supervisor. dated 04/23/08; Utility Service Agreement, Previous memo to City Council dated 05/25/07; Sketch of project area, and Cost Certification from Developers Engineer.

2. Technical Services Cooperative Agreement with Hernando County

Consideration of Agreement with Hernando County for Technical Services.

Presentation: City Manager
Recommendation: Approval
Attachments: Memo from City Manager dated 04/25/08; Agreement

G. ITEMS BY COUNCIL

H. CITIZEN INPUT

I. 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.

I:\agenda\05-05-08 Meeting\05-05-08 Regular Meeting.doc

**BROOKSVILLE POLICE
DEPARTMENT**

MEMO

TO: The Honorable Mayor and Members of the Brooksville City Council
Via: Jennene Norman-Vacha, City Manager 
FROM: George Turner, Police Chief 
DATE: May 05, 2008
RE: Position replacement, reclassification(s)

General Information:

After evaluation of the needs within the police department and the recent retirement(s) of specific employees, approval of the following position replacements and reclassifications are requested:

1) **ADMINISTRATIVE / CLERICAL POSITIONS:**

a) Administrative Assistant III position **eliminated**.

2) **PATROL DIVISION:** (New Police Officer position to replace Admin Asst III position)

a) Hire an additional Police Officer II.

3) **POLICE ADMINISTRATION and PATROL SUPERVISION**

a) Promote one additional Patrol Sergeant from within the ranks from the current Sergeant promotional list.

b) Ann Williams reclassified from Administrative Specialist II to Administrative Assistant II.

4) **DETECTIVE DIVISION:**

a) Promote Det John Messer to Detective Sergeant. Messer did participate in the Sergeant Examination process and is qualified for the promotion.

These requested changes to present personnel staffing assignments will enhance the productivity, the professionalism and the supervisory oversight of the Department without increasing staffing levels. It will also save money within the approved 2007/008 budget.

Budget Impact : \$ 4,389.60 SAVINGS from the 2007 / 2008 approved budget.

Staff Recommendation: Staff recommends that the City Council approve:

- 1) Elimination of the Administrative Asst. III position.
- 2) Authorization of new Police Officer position as replacement of Admin. Asst III.
- 3) Authorization of promotion of Det Messer to Detective Sergeant.
- 4) Authorization of promotion of a current qualified P.O. to Patrol Sergeant.
- 5) Reclassification of Ann Williams to Administrative Asst II.

Attached : cost analysis

COST ANALYSIS :**Elimination of Admin Asst III, Addition of Police Officer II**

Administrative III salary \$ 35,942.40 plus FRS% =	\$ 39,482.73
Police Officer II starting salary	= \$ 33,786.00

TOTAL SAVINGS for above changes \$ 5,693.73

Promotion of Admin Spec II to Admin Assistant II

Administrative Specialist II salary plus FRS% =	\$ 25,887.69
Administrative Assistant II salary plus FRS% =	\$ 28,401.05

TOTAL COST for above changes \$ 2,513.37

Promotion of Patrol Sergeant;

Patrol Sergeant salary	\$ 41,059.20
Police Officer II	\$ 38,067.12

TOTAL COST for above change \$ 2,992.20

Creation of Detective Sergeant/ reorganization of personnel.

Due to the re-organization of personnel within the Detective Division (ie: promotion of Brian Drinkard (pay rate 17.91hr) to Randy Ormand's detective position (21.90hr) the P.D. saved \$8,299.20 per year within the division, therefore this promotion would have a net budget savings of \$ 4,201.60. per year.

TOTAL SAVINGS for above changes \$ 4,201.60

NET TOTAL SAVINGS FROM 2007/2008 BUDGET: \$ 4,389.76.

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Bill Geiger, Community Development Director 
Subject: Special Revocable License Agreement
Petitioner: James Tsacrios (Maillis Brothers Construction, LLC) and Udi Mekler (Udi International, LLC); DBA "GM's Bistro"
Location: 4 North Broad Street
Date: May 5, 2008

Introduction & Background Information:

James Tsacrios and Udi Mekler, the business owners and operators of GM's Bistro (a new restaurant opening in May 2008), are requesting to place tables/chairs on the public sidewalk in front of their business located at 4 N. Broad Street. The sidewalk in front of this business is wide enough to allow for such use without hindering pedestrian traffic.

The attached Special Revocable License Agreement was modeled after the one executed with the Rising Sun Café in 2005. The only notable changes made to the agreement (other than the Licensee name modification) are as follows:

1. Section 3 was modified to allow the City Manager to approve the style, make and appearance of the proposed tables and chairs. The prior agreement with the Rising Sun provided for the City Council to make this determination in conjunction with the agreement. Since this is a new business, they have not yet purchased the tables and chairs and have no pictures available at this time to attach with this agreement.
2. At the recommendation of the city attorney, Section 14 was modified to provide for a clause related to "recovery of reasonable costs and attorney's fees."

Budget Statement: The Licensee is required to pay \$25.00 for the processing of this agreement and must pay an annual fee of \$25.00 for costs associated with the city's monitoring of this agreement.

Legal Note: The City Council has the home rule authority to take action on contracts, and specifically through the provisions of Section 74-1(b) of the City of Brooksville Code, has the authority to take action on Special Revocable Licenses related to the use of public right-of-way.

Staff Recommendation: Authorize the Mayor to execute the attached agreement with the referenced business owner so that tables and chairs may be placed outside of their business located at 4 N. Broad Street, and adjacent business location(s).

Attachment: (1) Special Revocable License Agreement (Tsacrios/Mekler, 4 N. Broad Street)

**SPECIAL REVOCABLE
LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____ 2008, by and between the CITY OF BROOKSVILLE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and MAILLIS BROTHERS CONSTRUCTION, LLC. (Hereinafter referred to as "MBC"), UDI INTERNATIONAL, LLC (Hereinafter referred to as "UDI") together with KATHERINE MAILLIS, by and through JAMES N. TSACRIOS, by virtue of that certain Durable Power of Attorney dated December 15, 1997.

WHEREAS, MBC and UDI are joint venture owners of a business known as GM's BISTRO, located at 4 N. Broad Street, Brooksville, FL 34601, and KATHERINE MAILLIS is the owner of the real property which is the subject of this Agreement. From time to time throughout this Agreement, KATHERINE MAILLIS, MBC and UDI are hereinafter collectively referred to as "Licensee"; and

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

WHEREAS, the City Council approved this license on the ___ day of _____, 2008;

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

1. City grants to Licensee a revocable license to use a portion of real property in the City right-of-way adjacent to property located at 4 N. Broad Street (hereinafter called "subject property"), for the purpose of placing tables and chairs for outdoor dining. Licensee has provided a drawing, to scale, showing the layout and dimensions of the existing sidewalk and adjacent private property, and the proposed locations of all tables, chairs, and other proposed structures. This drawing is attached hereto as Exhibit "A-1" and made a part of this agreement. The license shall be specifically limited to the area shown on Exhibit "A-1." If the Licensee wishes to use a portion of real property in the City right-of-way adjacent to a business other than his own, a letter of consent from the property owner and business owner must be attached hereto as Exhibit "A-2" and made a part of this agreement.

2. Licensee shall not permit any obstruction of the view of motorists on adjacent streets as defined by the clear-sight or vision triangle stipulations as set forth in Section 105-141, of the Code of the City of Brooksville. A clear, unobstructed, pedestrian path of no less than six (6) feet shall be maintained at all times. The placement of any tables, chairs, or other structures may not be permitted within five (5) feet of pedestrian crosswalks, fire hydrants, alleys, doorways, building access points or landscaped tree wells. The placement of said tables, chairs and structures shall be parallel to and not more than twelve (12) inches from the subject property.

3. The style, make and appearance of tables and chairs are subject to the City Manager's approval and must be consistent with the styles and types approved in similar application. Umbrellas, if used, shall be fire retardant or manufactured of fire-resistive material and shall comply with applicable building and fire codes. All of the Licensee's personal property must be removed from the public right-of-way whenever the Licensee's restaurant is not open for business.

4. This agreement affords the Licensee no added opportunity to use the right-of-way for advertising purposes. Tables, chairs, tablecloths, placemats, table tents, placards, umbrellas, or any other permitted structure occupying the public right-of-way shall not advertise a product or business. Licensee must adhere to the provisions governing signs as detailed in Chapter 125, as amended, of the Brooksville Code.

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

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

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

8. Licensee shall indemnify and hold harmless the City from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, expenses (including attorney's fees), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the use of subject property by Licensee, his successors, assigns, officers, employees, servants, agents, contractors, or invitees of whatsoever description, or resulting from any breach, default, nonperformance, or violation of any of the Licensee's obligations under this Agreement. Licensee shall at his own expense defend any and all actions, suits, or proceedings which may be brought against the City or in which the City may be

impleaded with others in any such action or proceeding arising out of the use or occupancy of the subject property. The provision of this paragraph shall survive the termination of this Agreement for a period of four (4) years following the effective date of termination.

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

10. Until the termination of this license is acknowledged in writing by the City, the Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the subject property acceptable to the City. Such coverage shall be at least \$1,000,000.00 combined single limits of liability per occurrence for bodily injury including death and property damage. Prior to undertaking any activity upon the subject property, Licensee shall provide the City with a certificate of insurance, satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Brooksville shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Brooksville shall be named on each Certificate as an Additional Insured and this License Agreement shall be listed on the certificate. Certificates shall be on an ACORD 25 "Certificate of Insurance" form, or equal, as determined by the City. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, this agreement becomes null and void and all privileges of use of the right of way are revoked by the City. The Certificate Holder shall be listed as: City of Brooksville, Florida. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the City to terminate this Agreement and to retake exclusive possession of the subject property immediately upon giving notice of its intention to do so to Licensee.

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

12. The approval of this special revocable license agreement is conditional at all times. The City may require the temporary removal of all permitted tables and chairs when street, sidewalk or utility repairs necessitate such action or when the health, safety or welfare of the citizens may necessitate such. This agreement may be revoked or suspended by the City upon findings that include but are not limited to the following: Any necessary business or health license

for the Licensee has been suspended, revoked, or canceled; the Licensee does not maintain insurance in the amounts as provided herein; the Licensee's actual uses within the designated area are different from those uses described or depicted on the Licensee's site plan and application; the use of the right-of-way by the Licensee and his patrons has resulted in increased amounts of refuse that jeopardize the health of the citizens and the aesthetics of the area; Licensee has failed to correct violations of this article or conditions of the license within 24 hours of receipt of Notice by the City of such violations delivered verbally or in writing to the Licensee; the Licensee is found to cause, promote or allow the sale or consumption of alcoholic beverages in the permitted area or in the public right-of-ways; the Licensee is cited for or found to be serving alcoholic beverages to minors, regardless of whether consumed in the right-of-way or not; the Licensee has failed to abide by the stipulations set forth in this agreement or the Code of the City of Brooksville; or the Brooksville City Council determines that the sidewalk right-of-way, unobstructed, is necessary for public use.

13. The terms of this agreement are not transferable to any other business or property owner at the same or different location. Any consent by the City to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Licensee, or his legal representatives or assigns, to obtain from the City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by the Licensee not to assign or sublet without such consent. In any event, no such assignment, subletting or occupancy shall relieve the Licensee of his obligations hereunder.

14. All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply and be considered in the approval, acceptance and ongoing responsibilities of this Agreement, which shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the use approval or subsequent performance of the parties to this Agreement shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable. The prevailing party in any State, Federal or Appellate Court action(s) initiated to enforce any of the terms of this Agreement, shall be entitled to recover their reasonable costs and attorney's fees incurred in the prosecution or defense of any such action from the non-prevailing party.

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

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
KAREN M. PHILLIPS, CMC
CITY CLERK

BY: _____
DAVID PUGH
MAYOR

LICENSEE

MAILLIS BROTHERS CONSTRUCTION, LLC

Witness Signature

BY: _____

ITS: _____

UDI INTERNATIONAL, LLC

Witness Signature

BY: _____

ITS: _____

Witness Signature

KATHERINE MAILLIS
BY AND THROUGH: JAMES N. TSACRIOS, by
virtue of that certain Durable Power of Attorney dated
December 15, 1997.

Approved as to Form and Legal
Content for the Reliance of the
City of Brooksville Only.

Thomas S. Hogan, City Attorney

EXHIBIT "A-1"

**Illustration of proposed location of tables, chairs and other
proposed structures**

MAIN STREET

ACTION

W. BROAD STREET

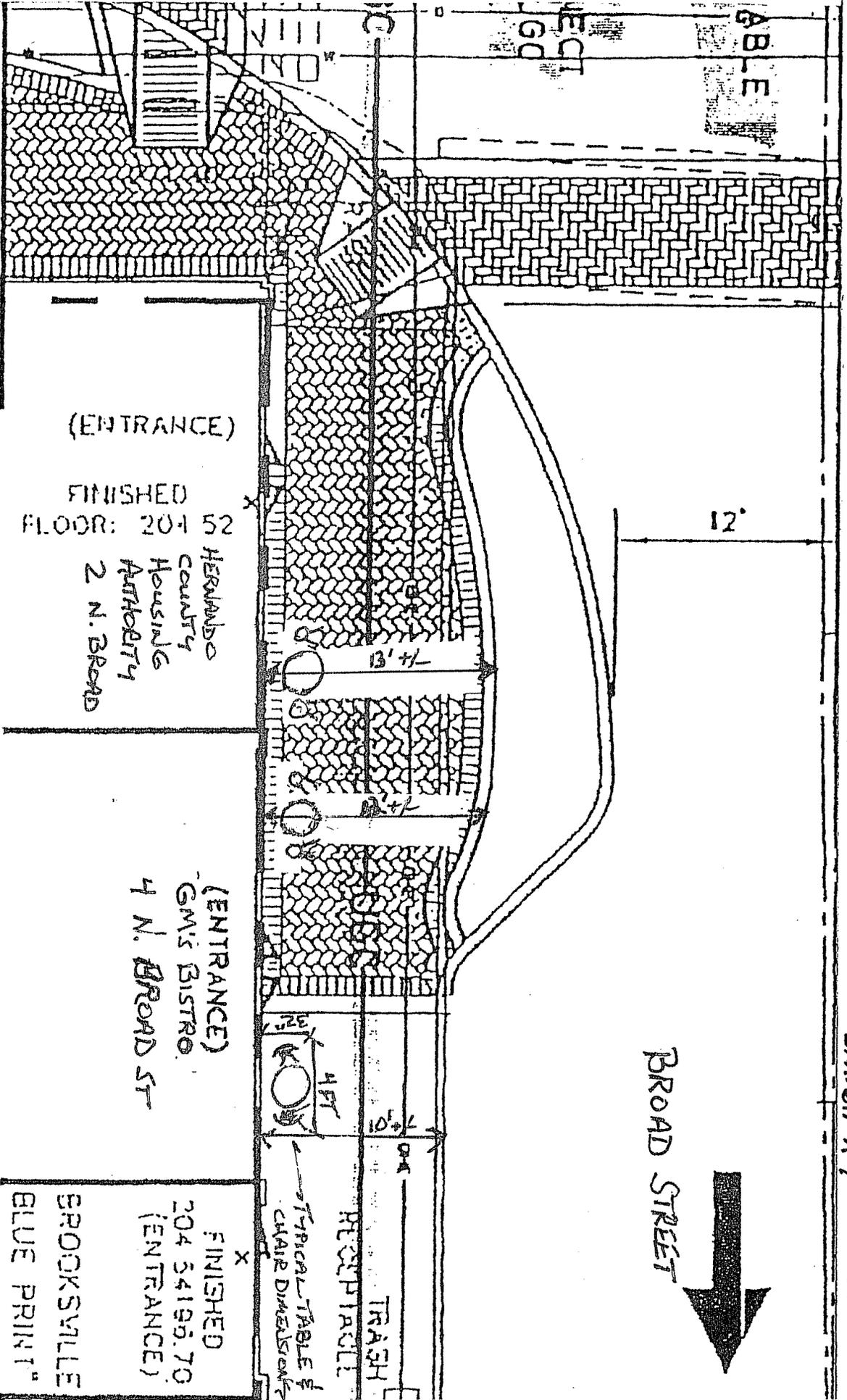


EXHIBIT A-1

N

EXHIBIT "A-2"

**Property owner Power of Attorney and letters of authorization
from business and property owners in front of which tables and
chairs are proposed to be located**

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, KATHERINE MAILLIS TSACRIOS, have made, constituted and appointed by these presents and do make, constitute and appoint my son, JAMES NICK TSACRIOS, as my true and lawful attorney for me and in my name, place and stead, to collect all demands, or debts in my name alone, or in my name as agent, and to maintain or change existing accounts in this style, and to draw funds from bank accounts or savings and loan investment accounts in my name or with others, and to endorse, cash or deposit checks payable to me alone or with others, to enter into contracts or leases or sell for cash or credit, any personal property, tangible or intangible, whether same be in my name alone or in my name with another or others including my attorney, to deal with my personal property, tangible or intangible, or business of mine, or any interest therein now or hereafter owned by me severally or jointly, to institute or defend legal proceeds if necessary to protect my rights or to compromise matters, to collect and satisfy of record any mortgages or lien now or hereafter of record in my name, or to assign, renew, release in whole or in part, extend or foreclose same; to enter into contracts or sell for cash or credit, or lease any real estate now or hereafter of record in my name, with full power to execute deeds of conveyance with or without warranty, to execute United States income tax returns and State of Florida tax returns, to transact all business in my behalf as he may deem necessary in connection with my affairs, including authority to sign my name to any notes, or other documents that may be necessary to borrow money, to execute security agreements, real estate mortgages and deeds of trust, with full power and authority to sell, pledge, transfer or hypothecate mutual funds, and corporate stocks or other securities including but not limited to corporate or government bonds of the federal government, any state, county or municipal or district, of every type and character.

My attorney may lease safety deposit boxes in my name, or in joint names or may enter into safety deposit boxes leased by me or with others and remove any of the contents.

My said attorney may arrange for, sign and execute therapeutic, medical or surgical consents, including the administration of drugs, hospital admissions, nursing home admissions, health care facilities, life care facilities, and may execute claims for medical, surgical and life insurance benefits, including but not limited to Medicare and assign or collect benefits payable thereunder. My said attorney may further have full access to my medical records, including the right to disclose the contents to others. My said attorney may determine on my behalf and obtain medical supporting opinion that I can no longer live in my homestead residence, thus constituting an abandonment of said homestead as defined and provided for under the Florida Constitution and applicable law; and thereafter to exercise his

power under this instrument to dispose of said residence when then same is no longer my homestead. He shall also have full power to make a disposition of any part or all of my body for medical purposes, authorize an autopsy and direct the disposition of my remains.

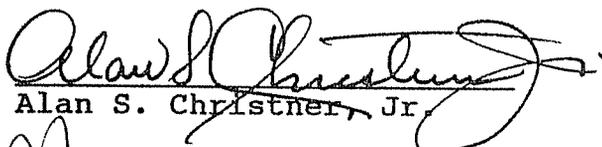
I hereby give and grant to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite or necessary to be done in and about the premises as fully, to all intent and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall do or cause to be done by virtue hereof.

This durable Power of Attorney shall not be affected by disability of me except as provided by statute, and shall continue in full force and effect unless and until revoked in writing or terminated by law or lawful order of a court of competent jurisdiction. This Power of Attorney shall be non-delegable and shall cease on my death. All acts performed hereunder by my attorney shall bind me, my heirs, devisees and personal representatives.

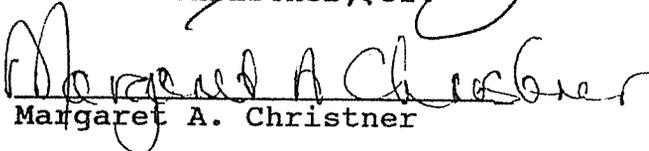
Any person or organization, corporate or governmental, may act upon executed copies or duplicates of the power or a photostatic or other copy hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of December, 1997.

SEALED AND DELIVERED
IN OUR PRESENCE:


Alan S. Christner, Jr.

 (SEAL)
KATHERINE MAILLIS TSACRIOS

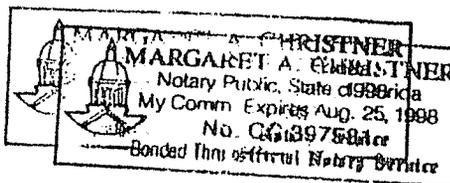

Margaret A. Christner

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15 day of December, 1997 by KATHERINE MAILLIS TSACRIOS who is personally known to me, and who did take an oath.


Notary Public

My Commission Expires:



Licensee is in the process of obtaining adjoining business authorizations at the time of distribution of this packet. These authorizations, once obtained, will be added to this section of this agreement.

CITY OF BROOKSVILLE MEMORANDUM

Date: April 23, 2008

To: Honorable Mayor and City Council Members

VIA: T. Jennene Norman-Vacha, City Manager

From: Stephen J Baumgartner, Finance Director

RE: Audited Financial Statements – Fiscal Year ending 9/30/07

The 2007 Audited Financial Statements were distributed to City Council on March 31, 2008.

Representatives from Oliver and Joseph, PA. will be attending the May 5, 2008 City Council meeting for review and acceptance by City Council of the 2007 Audit.

sjb

RESOLUTION NO. 2008-11

A RESOLUTION IN APPRECIATION OF THE YEARS OF SERVICE RENDERED TO THE CITY OF BROOKSVILLE AND ITS CITIZENS BY BRENDA H. BENFORD.

WHEREAS, BRENDA BENFORD was employed by the City of Brooksville on May 20, 1982, and has, since that time, faithfully rendered a high level of quality service to the City of Brooksville, and the citizens of this community with her professional expertise, dedication, attitude, helpfulness, consideration and enthusiasm; and,

WHEREAS, having initially been hired as a Community Development Block Grant (CDBG) Clerk, MRS. BENFORD transferred to the Police Department in September 1984 and was promoted through the ranks within the Department to her current position as Administrative Assistant III in June 2006; and,

WHEREAS, during her tenure with the Police Department, MRS. BENFORD received positive comments from her superiors, fellow employees and the public citing her loyalty, ability to inspire those around her and her organizational and leadership skills in making sure that the Police Department ran smoothly and efficiently; and,

WHEREAS, she was recognized for her outstanding attributes in 1994 with the auspicious award of "Employee of the Quarter"; and,

WHEREAS, BRENDA BENFORD has decided to retire effective May 2, 2008.

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

1. That this Resolution is hereby adopted in recognition of over twenty-five (25) years of faithful performance of duty by BRENDA BENFORD.
2. That this Resolution is further adopted to set forth and memorialize the great affection and high esteem in which BRENDA BENFORD is hereby held by the City of Brooksville, its Council Members, employees and citizens, and to make record of their appreciation and testament to the services performed by said BRENDA BENFORD as a servant of the people.

ADOPTED in regular session this 5th day of May, 2008.

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

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

PROCLAMATION

WHEREAS, veteran organizations internationally adopted the *Poppy* as the symbol of Remembrance for the ultimate sacrifice of death on the battlefield by servicemen. The American Legion adopted the *Poppy* as its symbol in the early 1920s; and

WHEREAS, the *Poppy* as the symbol of Remembrance and sacrifice is lovingly made with honor and pride by disabled veterans for the purpose to raise funds to ameliorate financial stress for disabled veterans and their families, which also exemplifies the wearing of the *Poppy* to mean, "Honor the dead and help the living;" and,

WHEREAS, approximately 25 million Americans nationally, contribute approximately \$2 million dollars each year to the American Legion and the American Legion Auxiliary humanitarian efforts to assist in the rehabilitation and well-being of veterans, while at the same time remembering and memorializing those who sacrificed their lives for our country by symbolically wearing the "*Poppy*;" and,

WHEREAS, observance of the week May 11-17, 2008 throughout the State of Florida will be known as, "*Poppy Days*."

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, DAVID PUGH, MAYOR, do hereby proclaim the week of May 11-17, 2008, as

"AMERICAN LEGION AUXILIARY *POPPY DAYS*"

In the City of Brooksville, Florida, and we further encourage citizens to make a donation to the American Legion Auxiliary to benefit American Veterans and their families, and to acknowledge Remembrance of and the sacrifice by the deceased and the living veterans, by proudly wearing a *Poppy* during the proclaimed *Poppy Days* .

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 5th Day of May, 2008.

CITY OF BROOKSVILLE

David Pugh, Mayor

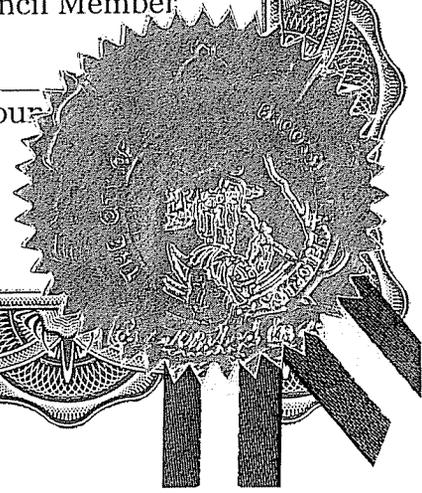
Frankie Burnett, Vice Mayor

Joe Bernardini, Council Member

Lara Bradburn, Council Member

Richard E. Lewis, Council Member

ATTEST: _____
Karen M. Phillips, City Clerk





AMERICAN LEGION AUXILIARY
ANDREW JACKSON, UNIT 99
208 E. FORT DADE AVENUE
P.O. BOX 1015
BROOKSVILLE, FL 34605-1015

April 7, 2008

City of Brooksville
Mayor David Pugh
210 Howell Avenue
Brooksville, FL 34601-2041

Dear Mayor Pugh:

We, the members of the American Legion Auxiliary Unit 99, Brooksville, would appreciate your proclaiming the week of May 11th as AMERICAN LEGION AUXILIARY POPPY DAYS.

The beautiful Red Poppy that is worn is a symbol of "The American Veterans" sacrifices. It honors every veteran who fought and died in the service of his country. Each Poppy is hand-made by hospitalized Veterans at the Bay Pines Veterans Administration a Center in St. Petersburg, FL. All monies that are collected by us are used exclusively for our local Veterans and their families.

Our designated distribution days are May 16th and 17th at various business locations, in Brooksville.

Thank you for your consideration, in this matter.

FOR GOD AND COUNTRY

Patricia D. Hewitt,
Poppy Chairman
American Legion Auxiliary Unit 99

Phone: 352-596-6291
E-Mail: frosty@atlantic.net

PROCLAMATION

WHEREAS, to honor and celebrate Mothers is a phenomenon that has been recognized worldwide since ancient times, and through much work and devotion by many individuals, the United States Government officially recognized and declared Mother's Day to be a national day of observance the second Sunday in May in 1914; and

WHEREAS, there is no title or status more precious or prestigious than Mother, though some Mothers may be extraordinary and others just ordinary, neither of these categories mean that they are loved more or less by their children, for love of a Mother and a Mother's love, are immeasurable; and

WHEREAS, some Mothers who may be surrogates, but they are just as precious to those for which they stand, and are no less honored, praised and celebrated for their love and nurturing; and

WHEREAS, in observance of Mother's Day 2008, our 2nd Annual Mother's Day Celebration will provide an opportunity for Brooksvillians to express love, admiration, and praise for their Mothers.

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, DAVID PUGH, MAYOR, DO HEREBY PROCLAIM FRIDAY, MAY 9, 2008, AS

“A MOTHER’S DAY CELEBRATION FOR BROOKSVILLE MOTHERS”

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 5th Day of May, 2008.

CITY OF BROOKSVILLE

David Pugh, Mayor

Frankie Burnett, Vice Mayor

Joe Bernardini, Council Member

Lara Bradburn, Council Member

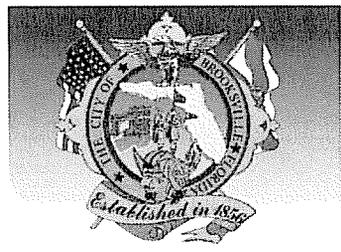
Richard E. Lewis, Council Member

ATTEST: _____
Karen M. Phillips, City Clerk



CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT

MEMORANDUM



To: Honorable Mayor and City Council Members

VIA: T. Jennene Norman – Vacha, City Manager

From: Mike Walker, Parks & Recreation Director

Date: April 29, 2008

Re: The Community Foundation of Hernando County

Brief Overview:

The Community Foundation of Hernando County is pleased to present The Friends of the Children, Inc. with a check in the amount of \$2,500.00. The grant funding is designated to purchase equipment for the youth health and fitness program “Fit and Fun 4 Kids” at JBCC.

The Friends of the Children Inc., in cooperation with the Brooksville Recreation Department and the Hernando County Health Department, is working toward the implementation of a creative youth health and fitness program, “Fit and Fun 4 Kids”, where stationary bikes are used to operate video games, which in turn will provide mental and physical activities for children.

Also the Dance Dance Revolution (DDR) Dance pad is an interactive game that gets users moving their bodies to the dance music and provides a healthy, energetic, fitness workout.

In addition to the physical activity, nutrition will also be incorporated into the program. This program provides the youth with hands-on equipment and education on how to make small, specific behavior changes to prevent obesity and help maintain a healthy weight.

This creative program will have a positive impact in our community and would address the national concern of childhood obesity. The Community Grant funding will be used to purchase the necessary equipment.

Once the equipment is purchased, the Brooksville Recreation Department will provide the facility and staff to sustain and facilitate this program. Nutrition activities will be incorporated through a partnership with the Hernando County Health Department.

Forty-one of Hernando County sixth graders are at risk for or are overweight. Inactivity and poor nutrition are underlying causes of excess weight in children and increases chronic disease risk in adulthood. This creative program will address physical activity and nutritious eating as fundamental components of a healthy lifestyle. This program will provide youth with an opportunity to establish positive lifestyle habits and promote continued healthy behaviors.

Mission Statement

*Building a better community
through creative philanthropy,
vision, and leadership.*

Council Members

- Robert A. Barnett, Chair
- Erick J. Arnett
- Anesta P. Boice
- Jacquelyn R. Campbell
- Wayne R. Coulter
- Gregory G. Gay
- George M. Germann
- Stephanie J. Green
- Sean E. Hengesbach
- Alan Krasemann
- James L. Millsaps
- O. Clinton Patterson
- David Sasser
- Randy Woodruff



For good. For ever.®

March 24, 2008

Mr. Mike Walker
 Friends of the Children, Inc.
 201 Howell Avenue
 Brooksville, FL 34601

Dear Mr. Walker:

The Community Foundation of Hernando County, a division of the Community Foundation of Tampa Bay, is pleased to inform you that Friends of the Children, Inc. has been selected to receive a \$2,500 grant. This grant is specifically designated to purchase equipment for the youth health and fitness program "Fit and Fun 4 Kids. Please sign this agreement and return it to me at 550 North Reo Street, Suite 301, Tampa, FL 33609. The check will be forwarded to you upon receipt of the signed agreement.

The Community Foundation makes the following requests:

1. Please submit a one-page progress report by September 30, 2008 describing the status of your project, what you have accomplished, and the number of people served. Please explain how you met your goals to date and what you learned or would do differently in the future.
2. Submit an accounting of the use of the funds to date with your progress report.
3. The Community Foundation is responsible for monitoring the use of donor funds. Please inform me of a date when we may make a visit while your program is underway.
4. We request acknowledgement of the Community Foundation of Hernando County, a division of the Community Foundation of Tampa Bay, in your agency newsletter, website, news release, and other appropriate opportunities for providing this grant.
5. Any portion of this grant that is not used for the designated purpose shall be repaid to the Community Foundation of Tampa Bay.
6. Please understand that this is a one-time grant and not to be construed as establishing a precedent for further support.

Congratulations on a very worthwhile endeavor that will greatly improve the quality of life in the Hernando County area. We wish you continued success.

Sincerely,

Ann D. Berg
 Ann D. Berg
 Vice President of Grants

cc: Anesta Boice, Grants Committee Chair

I fully understand and agree to the above stipulations of this grant.

Michael

 Signature

President

 Title

4-1-08

 Date

*A division of the Community Foundation of Tampa Bay
 David J. Fischer, President and CEO*

P.O. Box 15603 | Spring Hill, FL 34604
 352.684.8582 | www.ctampabay.org

*Please remember the
 Community Foundation
 of Hernando County
 in your will or trust.*

MEMORANDUM

To: Honorable Mayor & Members of the City Council
Via: T. Jennene Norman-Vacha, City Manager 
From: Bill Geiger, Community Development Director 
Subject: Third Amendment to the Development Agreement for the Hampton Ridge Project
Location: The property is located South of SR 50, East of US 41, West of Hope Hill Road and North of Powell Road
Date: April 22, 2008

SUMMARY OF REQUEST - GENERAL INFORMATION

The Development Agreement between the City and Hampton Ridge Developers, LLC, was originally approved on May 28, 2003, with two subsequent amendments to the same on October 18, 2004 and November 29, 2004, respectively. At this time, modifications are being proposed to update the Agreement for consistency with changes being made in related agreements as well as to address time frames that are being affected by economic conditions. The Developer and City staff have negotiated the language of the proposed Third Amendment, and have reached mutual agreement on all aspects of the same.

A summary of the primary changes being proposed by this Third Amendment to the Development Agreement for the Hampton Ridge Project follows:

1. Section 2. of the proposed Amendment Agreement memorializes the effective dates of the original Agreement and the amendments thereto. The effective date of the original agreement (July 31, 2003) is important when establishing the term of the Agreement, and subsequent time frames associated with earned impact fee credits.
2. Section 3.(a) on page two provides for a three-year extension to the expiration date of the agreement. The expiration date is currently July 31, 2013, and the amendment proposes to extend it to July 31, 2016.
3. Section 3.(b) proposes to extend the time line for constructing Governor Boulevard from July 31, 2009 to July 31, 2014, with a provision for it to be constructed sooner if the city determines that it is required to meet transportation network needs.
4. Section 3.(c) provides for a revised Exhibit "G-4" to be attached to the Agreement. It also acknowledges that the Cobb Road Water Reclamation Facility (WRF) expansion project commenced on October 31, 2007, and is required to be completed by April 30, 2012. It further provides that the dates and costs estimated in Exhibit "G-4" to the Development Agreement be automatically modified in the event of a project delay or dates and costs are otherwise modified in the WRF Agreement.
5. Section 3.(d) extends the date in which the developer is required to offer the city sites within the property (for public need or purpose), from December 31, 2008, to December 31, 2011.
6. Section 4.(a) stipulates that the developer met the time line for establishing impact fee credits, citing the dates on when such credits were established, and providing for the city to hold applicable impact fees collected for the purpose of reimbursing the Developer for credits earned.
7. Section 4.(b) extends the expiration date for all impact fee credits earned to ten years after

THIRD AMENDMENT

April 21, 2008

the termination or expiration of the agreement. Based on the new agreement term established by this agreement, this would allow for earned impact fee credits to be reimbursed through July 31, 2026, which is a net extension of six years more than what the current agreement provides for.

8. Section 4.(c) provides for adjustments to the transportation impact fee offset/credit account based on a change (either an increase or decrease) in impact fees, and not just on an increase in the fees as the current agreement is written.
9. Section 5.(a) provides for updates to the Reclaimed Water section of the Agreement, which includes the acknowledgment of the construction of reclaimed water line and related facilities, provides for more specificity in establishing and charging fees for the city to recover the cost of delivery, and clarification of operating and maintenance responsibilities and system ownership. Significant in this section is a provision that sunsets the service of providing reclaimed water “at cost,” specifying that as of April 20, 2028, the city may charge the full rate established for bulk rate customers.
10. Section 6. updates the “Notices” information for the City and Developer.
11. Section 7. provides for a new section that clarifies terminology for “reclaimed water” references and impact fee credit creation.
12. Sections 8. and 9. provides for the “effective date” of this amendment (consistent with Statute), the effect of the amendment and capitalized terms.

Budget Statement: Time frames and provision of the development agreement are being modified, which will impact annual fiscal budget planning, particularly as it relates to the timing of expenditures for upgrading the city’s Cobb Road waste water plant and refunding impact fees. The time extensions will give the Developer a longer recovery period to be reimbursed for earned impact fee credits.

Legal Note: The City and the Developer are authorized to amend the Development Agreement as per Section 163.3237, Florida Statutes. This is the second of two required public hearings to amend the development agreement. The City Council accepted the agreement without modification at the first public hearing. The second public hearing has been advertised and is scheduled for 7:00 p.m. on May 5, 2007, in the City Council Chambers at 201 Howell Avenue, Brooksville, Florida.

Staff Recommendation: Approval of the Third Amendment to the City of Brooksville, Florida, Development Agreement for the Hampton Ridge Project

Enclosures: 1) Third Amendment to the Development Agreement for Hampton Ridge Project

**THIRD AMENDMENT TO THE
CITY OF BROOKSVILLE, FLORIDA
DEVELOPMENT AGREEMENT FOR
HAMPTON RIDGE PROJECT**

THIS THIRD AMENDMENT TO THE CITY OF BROOKSVILLE, FLORIDA DEVELOPMENT AGREEMENT FOR HAMPTON RIDGE PROJECT (“**Third Amendment**”) is made and entered into as of _____, 2008, by and between the CITY OF BROOKSVILLE, FLORIDA, a municipal corporation under the laws of the State of Florida (“**City**”), and HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company (“**Developer**”).

RECITALS

WHEREAS, the City and Developer entered into that certain Development Agreement, dated May 28, 2003, recorded in Official Records Book 1673, Page 803 (“**Original Development Agreement**”), as amended by that certain First Amendment dated October 18, 2004, recorded in Official Records Book 1916, Page 1719, and that certain Second Amendment dated November 29, 2004, recorded in Official Records Book 1938, Page 1758, each of the Public Records of Hernando County, Florida (“**Public Records**”), and collectively referred to herein as the “**Development Agreement**.”

WHEREAS, the Development Agreement makes provision for amendments, and the following amendments are being adopted consistent with the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, *Florida Statutes*.

WHEREAS, since the approval of the Development Agreement, the City and Developer have agreed to certain changes in the plan for development of the Property, and desire to update certain matters with respect to the Development Agreement.

NOW, THEREFORE, in consideration of the development of the Property, the mutual terms, covenants and conditions contained herein, the commitments of Developer set forth in the Development Agreement, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Amendment by this reference.
2. Effective Dates. The City and the Developer each acknowledge and agree that the Effective Date of the Original Development Agreement was July 31, 2003, the Effective Date of the First Amendment thereto was November 29, 2004, and the Effective Date of the Second Amendment thereto was February 3, 2005. The parties acknowledge and agree to the foregoing Effective Dates and shall use the foregoing in calculating all applicable dates within the Development Agreement.

3. Extension of Certain Time Periods.

(a) Expiration Date. In recognition of the current condition of the residential market, the anticipated time for development of the Property, and the current needs associated with the Required Improvements, Paragraph 12 of the Development Agreement is hereby amended in its entirety to read as follows:

“Within 14 days after the City enters into this Development Agreement, the City shall record this Development Agreement with the clerk of the circuit court for Hernando County, Florida. A copy of the recorded development agreement shall be submitted to the Florida Department of Community Affairs within 14 days after it is recorded. This Development Agreement shall become effective after it has been recorded in the public records of Hernando County and thirty (30) days after it is received by the Florida Department of Community Affairs (the “Effective Date”). This Development Agreement shall remain in effect until the earlier of the completion of the Project or July 30, 2016, unless otherwise extended, subject to a public hearing in accordance with Section 163.3225, *Florida Statutes*, or terminated as provided for herein or in the Act.”

(b) N-S Collector Road. On Page 17 of the Development Agreement, Paragraph 2.D.1.c), the second paragraph, seventh line is hereby amended and supplemented to read as follows:

“. . . Project or July 31, 2014, whichever comes first. Notwithstanding the foregoing, if the City determines that such road construction is required prior to the foregoing deadline in order to satisfy conditions imposed by the City with respect to surrounding projects approved prior to April 21, 2008, then the City may notify the Developer and require the earlier construction of such roadway, provided that the Developer shall not be required to complete such roadway prior to July 31, 2009.”

All references in the Development Agreement to the date for completion of the North-South Collector Road are hereby amended accordingly.

(c) Cobb WRF Expansion Project. Exhibit “G-4” attached to the Second Amendment is hereby deleted in its entirety and replaced with Exhibit “G-4” attached hereto. The parties hereby acknowledge and agree that the Cobb WRF expansion project contemplated by the Development Agreement commenced on October 31, 2007, and is to be completed for operation and acceptance by April 30, 2012, subject to the terms, conditions and allowance for delays set forth in the Amended and Restated WRF Agreement, by and between the City and the Developer, entered into concurrent herewith (“**WRF Agreement**”). Notwithstanding the time period references set forth in Exhibit “G-4” attached hereto, the WRF Agreement, and the terms and provisions thereof, shall control the deadlines for completion of such project, any permitted delay associated therewith, and the cost thereof, and the dates and estimated costs set forth in Exhibit “G-4” shall not be deemed controlling in that regard.

(d) Public Facility Site. On Page 19 of the Development Agreement, Paragraph 2.F., the first line is hereby amended to read as follows:

“2.F. Public Facilities Site(s). By December 31, 2011, the Developer shall”

4. Impact Fee Credits.

(a) Establishment. The parties hereby acknowledge and agree that the first impact fee credits for potable water, sanitary sewer and transportation arising under the Development Agreement were each created prior to the 2-year deadline established by the Development Agreement, and, therefore, that City collections relative to each type of impact fee credit must continue to be held in escrow by the City pursuant to the other terms of the Development Agreement, as more particularly set forth in Paragraph 2.A.6 as to potable water, Paragraph 2.B.(1)(g)(1) as to sanitary sewer, and Paragraph 2.D.2. as to transportation. For reference purposes, potable water impact fee credits were first created on December 19, 2005, sanitary sewer impact fee credits were first created on November 9, 2005, and transportation impact fee credits were first established on December 19, 2005.

(b) Expiration. Notwithstanding anything contained in the Development Agreement to the contrary, all impact fee credits established in the name of the Developer pursuant to the terms of the Development Agreement shall expire, if not otherwise utilized, within ten (10) years after the termination or expiration of the Development Agreement, whichever occurs earlier. Without limiting the generality of the foregoing, the Development Agreement is hereby amended in the following respects:

(i) On Page 5 of the Second Amendment, Paragraph 2.A.6., the last sentence, and on Page 9 thereof, Paragraph 2.B.(1)(g)(1), the third to last sentence are each hereby amended to read as follows:

“Unused connection (impact) fee credits/offsets, if not used, shall expire within ten (10) years after the termination or expiration of this Development Agreement, whichever is earlier.”

(ii) On Page 2 of the First Amendment, Paragraph 2.D.2., the first sentence is hereby amended to read as follows:

“In exchange for performing the transportation mitigation improvements set forth above for the S.R. 50-U.S. 41 Collector Road, the Developer shall receive transportation impact fee offsets/credits which, if not used, shall expire within ten (10) years after the termination or expiration of this Development Agreement, whichever is earlier.”

(c) Adjustments in Transportation Impact Fee Credit Account. On Page 3 of the First Amendment, the last paragraph of Paragraph 2.D.2., the second sentence is hereby amended to read as follows:

“At any time that the City changes its transportation impact fees, the City shall determine the average percentage change for all categories of use charged a transportation impact fee, and shall adjust the Developer’s then-remaining impact fee offset/credit account by the same percentage.”

5. Reclaimed Water.

(a) Paragraphs 2.B.(2)(g) and (h) on pages 12 through 13 of the Second Amendment to the Development Agreement are hereby deleted in their entirety and replaced with the following provisions:

“2.B.(2)(g). The City acknowledges and agrees that the Developer has constructed the reclaimed water distribution lines, holding ponds, and other appurtenances required to store and transmit reclaimed water from the City’s system to the Project as shown on Exhibit “F-1” attached hereto (the “**Reclaimed Water Plan**”). In consideration for the Developer’s construction of such on-site reclaimed water facilities, and Developer’s commitment to provide for the construction of the expansion to the Cobb Road WRF, as provided more specifically in the WRF Agreement, the City shall provide to the Developer up to 1.0 mgd (annual average) of reclaimed water from the Cobb Road WRF indefinitely, as and when needed by the Developer, and the Developer shall have the first priority right for receipt and distribution of reclaimed water supply from the Cobb Road WRF before all other City reclaimed water customers. The Developer shall accept and take up to 1.0 mgd (annual average) of reclaimed water from the Cobb Road WRF indefinitely, to the extent made available by the City and required by the Developer within the Project before the Developer will accept alternative irrigation water supply from any other sources outside of the Project. The parties acknowledge that the City may, in the future, adopt an ordinance establishing procedures, funding mechanisms and rate structures for the production, transmission, distribution and sale of reclaimed water from the Cobb Road WRF (“**Reclaimed Water Ordinance**”). If the City adopts a Reclaimed Water Ordinance, and the Reclaimed Water Ordinance imposes charges which would (except for the terms of the Development Agreement) be applicable to the Developer’s acceptance of reclaimed water from the Cobb Road WRF, and/or the transmission, distribution and/or resale of such irrigation water within the Project, then the City may charge the Developer such portion of the rate established for bulk use customers under the Reclaimed Water Ordinance as is directly attributable to defraying the City’s operational costs of the advance treatment components of the Cobb Road WRF but for no other component of such rate or any other fees, charges or assessments. In connection with adopting the Reclaimed Water Ordinance, the City shall include financial feasibility analyses, budgets or other financial information recognizing the specific amount attributable to the operation of the advance treatment components within the Cobb Road WRF, and shall establish a bulk rate for bulk use customers to enable the

City to appropriately charge the Developer the applicable component thereof in accordance with this provision. From and after April 30, 2028, the City may charge the Developer the full rate established for bulk rate customers, from time to time, pursuant to the Reclaimed Water Ordinance.

2.B.(2)(h). The City anticipates operating and maintaining the reclaimed water system components reflected on Exhibit "G-3" attached hereto, and the transmission main from the Cobb Road WRF to the distribution ponds shown on Exhibit "F-1" attached hereto. Such components shall be dedicated to the City by the Developer pursuant to the terms of the Development Agreement. The operation and maintenance of the distribution ponds shown on Exhibit "F-1", and all components and facilities needed to distribute the reclaimed water beyond the distribution ponds, shall be owned and operated by the Developer, or the Developer's designee or assignee, and shall be the responsibility of the Developer or such designee or assignee. At the time when the components being dedicated to the City are so dedicated, the Developer shall enter into an easement or license agreement with the City, as is reasonably agreed upon between the City and the Developer, providing the City with long-term access (a minimum of fifty (50) years) to the reclaimed water distribution ponds identified on Exhibit "F-1" in order to provide the City the ability to assume ownership and maintenance of such ponds and distribution system components in the event that the Developer, or its designee or assignee, defaults in providing the necessary maintenance of such ponds."

6. Notices. Paragraph 16 of the Development Agreement is hereby amended in its entirety to read as follows:

"Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the City: Ms. T. Jennene Norman-Vacha
City Manager
201 Howell Avenue
Brooksville, Florida 34601

With a Copy to: Thomas S. Hogan, Esquire
City Attorney
20 South Broad Street
Brooksville, Florida 34601

For the Developer: Hampton Ridge Developers, LLC
Attn: Graydon E. Miars, Vice President
14055 Riveredge Drive, Suite 225
Tampa, Florida 33637

With a Copy to: Donna J. Feldman, P.A.

Attn: Donna J. Feldman, Esquire
19321-C U.S. Highway 19 North, Suite 103
Clearwater, Florida 33764

7. Terminology. New Paragraph 17 is hereby added to the Development Agreement:

“17. Terminology.

(a) Notwithstanding anything set forth in the Development Agreement to the contrary, the parties acknowledge and agree that all references to “reuse water,” “reclaim water,” “reclaimed water,” “tertiary treated wastewater effluent,” and similar terms, shall all be deemed to refer to “reclaimed water” and shall have one and the same meaning.

(b) Notwithstanding anything set forth in the Development Agreement to the contrary, all references to impact fee credits being “created”, “established”, and/or “eligibility being recognized” with respect thereto, shall be read consistently with each other. For purposes of determining the valuation of each ERU credit, each ERU credit shall be deemed created as of the date on which City Council approves the Developer’s request for such credit.”

8. Effective Date of Third Amendment. Within fourteen (14) days after the City Council approves this Amendment, the City shall record this Amendment with the Clerk of the Circuit Court, and submit a copy of the recorded Amendment to the Florida Department of Community Affairs within fourteen (14) days after it is recorded. The City shall provide the Developer with a copy of the recorded Amendment together with a written notification of the Effective Date hereof. The “**Effective Date**” of this Amendment shall be the date which is thirty (30) days after it is received by the Florida Department of Community Affairs.

9. Effect of Amendment; Capitalized Terms. Except as expressly modified, amended and supplemented by this Amendment, the Development Agreement shall remain in full force and effect, and the parties hereby ratify and reaffirm the same. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Development Agreement.

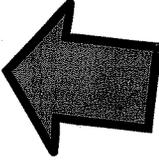
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

ATTEST:

CITY OF BROOKSVILLE

Karen Phillips
City Clerk

By: _____
David Pugh
Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Thomas S. Hogan
City Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by David Pugh, as Mayor of the City of Brooksville, who is personally known to me or who produced _____ as identification, and who did not take an oath, this _____ day of _____, 2008.

Notary Public
(Stamp, type, or print name and
date commission expires along with
commission number below or to the left)

[Signatures continued on following page.]

HAMPTON RIDGE DEVELOPERS, LLC,

a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company

Its: Sole Member

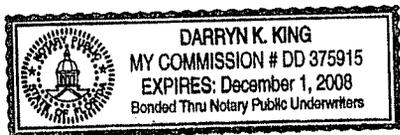
By: LandMar Management, LLC,
a Delaware limited liability company

Its: Manager

By: *Graydon E. Miars*
Graydon E. Miars, Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11th day of April, 2008, by Graydon E. Miars, Vice President of LandMar Management, LLC, a Delaware limited liability company, the Manager of LandMar Group, LLC, a Delaware limited liability company, the Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.



Darryn K. King
Notary Public

(Stamp, type, or print name and date commission expires along with commission number below or to the left)

EXHIBIT "G-4"

Exhibit G-4
Proposed Cost Sharing
for Wastewater and Reuse Projects

Revised - 7 April 2008

Component	Developer	City	Expenditure Year
Wastewater Transfer and Treatment:			
Regional Pump Station ¹	\$183,750.00	\$0 00	2005-06
Forecmain - Southern Hills to Fairgrounds ¹	\$385,952.00	\$0 00	2005-06
Forecmain - Wiscon to SR50 ²	\$973,448 00	\$0 00	2005-07
Land at Cobb Road WRF ³	\$0 00	\$0 00	na
Reject Storage/Disposal ⁴	\$0 00	\$0.00	na
Cobb Road WRF Improvements ^{5 6}	<u>\$6,512,218.00</u>	<u>\$2,575,000.00</u>	2007-12
Subtotal:	\$8,055,368.00	\$2,575,000 00	
Reuse Storage and Transfer⁷:			
Cobb Road WRF Storage Tank and Pumps	\$1,618,059 00	\$0 00	2007-12
Southern Hills Plantation Storage Pond System	\$776,000 00	\$0 00	2006
Reuse Main - Cobb Road WRF to Southern Hills	<u>\$1,350,681.00</u>	<u>\$0.00</u>	2006-08
Subtotal:	<u>\$3,744,740.00</u>	<u>\$0.00</u>	
Totals:	\$11,800,108.00	\$2,575,000 00	\$14,375,108.00

Notes:

General: Costs are projected totals based on known costs for completed components and estimated costs for components underconstruction or remaining to be constructed. All costs include professional fees. The Cobb Road WRF improvements and not all of the reuse storage and transfer system components are completed yet; therefore, the complete system is not yet operational. As a result, final costs may vary from this estimate.

1. Project completed and accepted by City

2. Project completed and accepted by City. Lowe's costs to be finalized

3. Land required for Cobb Road WRF improvements is owned and controlled by City

4. City has contract with CEMEX (formally Florida Crushed Stone) for effluent disposal at \$100 per million gallon per month

5. Construction of Cobb Road WRF improvements began on October 31, 2007. Construction is to be completed for operation and acceptance by the City by April 30, 2012. Cost includes components such as filters required in tertiary treatment of waste water for making public access reuse irrigation supply water

6. Analysis of Cobb Road WRF has indicated the need for flow equalization system to handle peak flow associated with stormwater and groundwater inflow. It is recommended that costs for a flow equalization tank be budgeted by the City for future installation. Construction of this unit will reduce peak flows through the plant, allow more efficient use of existing capacity, and extend the timetable for requiring capacity upgrades to the plant

7. Costs are for construction only of those components required for storage and transfer of reuse irrigation supply water eligible for partial reimbursement under SWFWMD Cooperative Funding Program. The respective professional fees not eligible for SWFWMD reimbursement are provided in relating wastewater project costs above.

SECOND PUBLIC HEARING NOTICE
City of Brooksville

The City of Brooksville, a municipal corporation under the laws of the State of Florida, is issuing this Notice of Intent to consider an amendment to a Development Agreement (Originally recorded in OR Book 1673, Pages 803-850; and subsequently amended by that First Amendment dated October 18, 2004, recorded in OR Book 1916, Page 1719; and that Second Amendment dated November 29, 2004, recorded in OR Book 1938, Page 1758) with Hampton Ridge Developers LLC, a Florida limited liability company.

The land associated with this Development Agreement is located south of SR 50 (Cortez Boulevard, east of US 41 (Broad Street), north of Powell Road (CR 572) and west of the CSX Railroad line that runs north-south through Brooksville, Hernando County Florida. A full metes and bounds description of the property and a copy of the agreement and the proposed amendment to the agreement are available and can be obtained from the office of the City Clerk at 201 Howell Avenue, Brooksville, FL 34601.

The proposed uses on the property that are the subject of this development agreement include a mix of single-family and multi-family dwelling units, retail, office, recreational, public, semi-public and other related accessory and supporting uses. The proposed residential density is less than 1.7 dwelling units for the property affected by this development agreement, with specific site development inside the property not to exceed a net density of 16-units per acre. The population density for the Project area will be approximately 2.3 people per acre as planned. Non-residential building intensities shall not exceed a .70 floor area ratio. Residential building heights shall not exceed 45 feet and non-residential building heights shall not exceed 70 feet.

The City of Brooksville will conduct a public hearing to receive citizen views concerning the amendment to the Development Agreement on May 5, 2008, at 7:00 p.m. The hearing will be held in the Council Chambers at City Hall located at 201 Howell Avenue, Brooksville, Florida 34601. For more information concerning this meeting, contact Bill Geiger, Community Development Director, at (352) 544-5430, or Karen Phillips, City Clerk at (352) 544-5400.

The public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired or requiring any other special accommodation, should contact Ms. Phillips at the phone number listed above at least five calendar days prior to the meeting so that arrangements can be made for an interpreter or other special accommodation. To access a Telecommunication Device for Deaf Persons (TDD), please call (1-800-955-8771). Any non-English speaking person wishing to attend the public hearing should contact Karen Phillips so that arrangements for a language interpreter can be made.

A FAIR HOUSING/EQUAL OPPORTUNITY/HANDICAP ACCESS JURISDICTION

If you have any questions please contact me accordingly.

s/Janice L. Peters
BY: Janice L. Peters
Deputy City Clerk

PLEASE PUBLISH: Monday, April 28, 2008

File #: 2008-10

REQUEST: Please run smallest legal ad (Col In) possible in Hernando Today only and provide two (2) affidavits of publication upon completion.

BILL PETITIONER: Hampton Ridge Developers, LLC, Attn: Graydon E. Miars, Vice President, 14055 Riveredge Drive, Suite 225, Tampa, FL 33637

DONNA J. FELDMAN, P.A.

Donna J. Feldman
Christina M. Breiner
Jessica Paz Mahoney

19321-C U.S. Highway 19 North
Suite 103
Clearwater, Florida 33764

Telephone: 727.536.8003
Facsimile: 727.536.7270

Writer's e-mail:
dfeldman@djflaw.com

MEMORANDUM

Via E-Mail

TO: Jennene Norman-Vacha, City Manager
Bill Geiger, Community Development Director

FROM: Donna J. Feldman, Esquire 

DATE: April 25, 2008

PC: Graydon E. Miars, Hampton Ridge Developers, LLC
Taylor Casey, Hampton Ridge Developers, LLC
Tom Mountain, Coastal Engineering

RE: Southern Hills/Third Amendment to City of Brooksville,
Florida Development Agreement for Hampton Ridge Project/
North-South Collector Road

This memorandum is in response to comments made by Councilman Lewis at the Brooksville City Council meeting on April 21, 2008, at which Council considered on first reading the Third Amendment to City of Brooksville, Florida Development Agreement for Hampton Ridge Project ("DA Amendment"). With respect to extending the deadline for completion of the North-South Collector Road (addressed in Paragraph 3(b) of the DA Amendment), Councilman Lewis inquired as to the possibility of requiring the Developer to provide assurance that such roadway will be completed as and when required by the terms of the DA Amendment. As a follow-up, you have requested that the Developer evaluate that request, and provide a response. Please accept this memorandum as the Developer's response and proposal.

Currently, it would not be possible to prepare a meaningful cost estimate for the construction of the North-South Collector Road. The second phase SWFWMD permit is pending and the City has not acquired all of the necessary right-of-way. The Developer has conveyed to the City (and the City Attorney is in possession of) deeds for all portions of the North-South Collector Road right-of-way that was owned or required to be acquired by the Developer. In addition, the City has now acquired the portion of the right-of-way which was owned by the Fair Association. However, the City has not yet acquired the portion of the right-of-way owned by Hernando County, Florida. The Developer anticipates that the SWFWMD permitting will be complete by the end of 2008. Once that is complete, and all of the necessary right-of-way is acquired, the

April 25, 2008

Page 2

Developer could proceed to complete engineering drawings and construction plans, and then be in a better position to estimate cost.

Please note that the Developer has already completed significant improvements associated with the roadway project, including acquisition of right-of-way from third parties, dedication of right-of-way owned by the Developer, and construction of turn lanes, all amounting to approximately \$2,500,000.00 having been expended to date.

It is worth remembering that all costs incurred by the Developer in connection with the acquisition of right-of-way, design and construction of the North-South Collector Road is impact fee creditable. Therefore, any costs associated with a bond or letter of credit that might be required from the Developer as security for the project would also be impact fee creditable.

The DA Amendment proposes that the North-South Collector Road would be completed on or before issuance of the 400th certificate of occupancy for the Project (defined in the Development Agreement), or July 31, 2014, whichever comes first, subject to the City potentially accelerating such requirement if needed by other surrounding projects, but in any event, not prior to July 31, 2009.

Based on all of the foregoing factors, and the anticipated 18-month construction period associated with the roadway project, the Developer would be willing to post a bond or deliver a letter of credit (the form of security to be at the Developer's election) prior to the 351st certificate of occupancy being issued within the Project, or December 31, 2010, whichever occurs first. In this way, the City will be provided with meaningful security in advance of the ultimate deadline for construction of the roadway, but not unnecessarily prematurely.

We will be prepared to discuss this proposal with City Council on May 5, 2008, at the second reading of the DA Amendment. In the meantime, if you or any other staff has any questions regarding the foregoing, please feel free to contact any member of the Developer's team.

DJF:smf

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: Jennene Norman-Vacha, City Manager
From: Bill Geiger, Community Development Director
Subject: Alcoholic Beverage Location Permit
Petitioner: James Tsacrios (Maillis Brothers Construction, LLC) and Udi Mekler (Udi International, LLC); DBA "GM's Bistro"
Location: 4 North Broad Street
Date: May 5, 2008

Introduction & Background Information:

The Petitioner is seeking an Alcoholic Beverage Location Permit (Category "A") from the City of Brooksville to allow for the on-premise sale and consumption of beer & wine, as an incidental item to the sale and consumption of food and other non-alcoholic beverages, for property located at 4 North Broad Street.

The subject property is zoned C2 (Highway Commercial), and is located within a commercial district that includes permitted uses for retail sales, offices, restaurants, etc.

Staff have reviewed the application in conjunction with the criteria established in Chapter 6 of the City Code. The proposed location meets the zoning requirements for being permitted to have a Category "A" Alcoholic Beverage Location Permit.

Budget Statement: Direct costs incurred by the City in taking action on and processing this petition are absorbed in the petition fee structure.

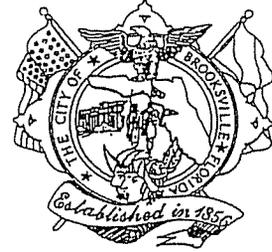
Legal Note: The public hearing is required pursuant to Section 6-44 of the City Code. The public hearing is intended to provide persons having either supporting or opposing interest in the application to appear and be heard.

Staff Recommendation:

After accepting public input, it is recommended that City Council find that the petition meets the criteria of Chapter 6 of the City of Brooksville Code for receiving a Category "A" Alcoholic Beverage Location Permit, and approve the issuance of said permit accordingly.

Attachments: (1) Alcoholic Beverage Location Permit Application (Tsacrios/Mekler, Joint Venture Ownership)

CITY OF BROOKSVILLE



APPLICATION FOR ALCOHOLIC BEVERAGE LOCATION PERMIT

New Permit

Type A Permit

Transfer*

Type B Permit

The undersigned hereby applies for an Alcoholic Beverage Location Permit pursuant to Chapter 3 (Ordinance No. 447) of the City of Brooksville Municipal Code, which is attached to and made a part of this application, and is specifically for the purpose of SERVING BEER & WINE
FOR ON-PREMISE CONSUMPTION ONLY.

at the following location (street address): 4 N. BROAD STREET
BROOKSVILLE, FL 34601

Owner/Applicant TSACRIOS, KATHERINE M. Non-Owner/Applicant **

***Name: JAMES TSACRIOS

Name: UDI MEKLER

D.B.A.: MAILLIS BROTHERS CONSTRUCTION, LLC

D.B.A.: "GM'S BISTRO"

Address: 4 N. BROAD ST.

Address: 4 N. BROAD ST.

BROOKSVILLE, FL 34601

BROOKSVILLE, FL 34601

Phone: (727) 698-6273

Phone: 352-232-3329

Fax: _____

Fax: _____

CHEFUDI @ BELLSOUTH.NET

* Date of proposed transfer N/A If transfer, name of previous owner _____

** If owner's name does not appear as the owner on this year's Hernando County Tax Rolls, also attach copy of the deed, and written consent from the owner to submit this application. If an agent is to represent applicant, attach letter of agency, with name and address of agent.

~~***~~ MR. TSACRIOS IS THE STATE LICENSE APPLICANT (WILL BE)

The present use of the property is RESTAURANT-VACANT

The proposed use of the property is RESTAURANT

The legal description of the property is: Subdivision BROOKVILLE PORTIONS OF TOWN OF Lot 2 & 3 Block 15
HCPA KEY # 00140966
OR BK 1236, PG 0816

() See Attached
Property Appraiser Key Number: 00140966

If applicant is not the owner of the property, state nature of applicant's interest in the referenced property or business: (JAMES TSACRIS)
VENTURE PARTNERSHIP - APPLICANT HAS BEEN
GRANTED "DURABLE POWER OF ATTORNEY" FOR AND ON BEHALF OF
THE PROPERTY OWNER

I certify that all statements made in this application are true to the best of my knowledge and that submitting any incorrect information will void the application, or location permit, if issued. I understand that my request will not be considered unless all the information required by this application is submitted.

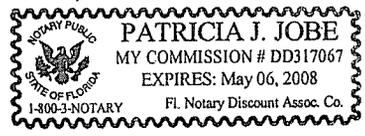
JAMES TSACRIS
Applicant's Name (Print or Type)

[Signature]
Applicant's Signature

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was sworn to and subscribed before me this 27th day of April, 2008 by James Tsacris, who is personally known to me or who has produced Id. No. as identification and who (did) or (did not) take an oath.

[Signature]
Notary Public



(Stamped, typed or printed
Commission name, number and date
of expiration.)

For further information contact the Office of the City Clerk at (352) 544-5407.

ALCOHOLIC BEVERAGE APPLICATION FOR LOCATION PERMIT
FOR USE BY THE CITY OF BROOKSVILLE

NAME OF APPLICANT: James Isaacson & Udi Mekler
APPLICATION RECEIVED: 4-29-08 PUBLIC HEARING REQUIRED YES () NO
APPLICATION FEE PAID: \$75.00 WRITTEN CONSENT FROM OWNER:
(Not Required () Attached)
LAND USE ZONING: C-2
CHURCH DISTANCE: 305ft ± PUBLIC BLDG DISTANCE: 55ft ±
LICENSED DAYCARE DISTANCE: 305 ± STATE APP. ON FILE () YES (NO)
PUBLIC RECREATION AREA: 575ft ± HEARING DATE: () NA 5-5-08
SCHOOL DISTANCE: 305ft ± PUBLIC ASSEMBLY AREA DISTANCE: 55ft ±

ADJACENT PROPERTY OWNERS:

NORTH: See attached () Continued on reverse side

SOUTH: See attached () Continued on reverse side

EAST: See attached () Continued on reverse side

WEST: See attached () Continued on reverse side

NOTICE SENT: _____ SIGN POSTED: _____

I have reviewed the above application for an Alcoholic Beverage Location Permit and have determined that the applicant meets all requirements of Section 3 of the City Code.

Bill Heizer 4/29/08
Director of Community Development Date

[Signature] 4/30/08
Chief of Police Date

PERMIT ISSUED: () Yes () No DATE OF COUNCIL ACTION: _____

COPY OF FINAL STATE LICENSE ON FILE () YES () NO

BY: _____

SUSPENSION / MODIFICATION / REVOCATION OF PERMIT:

DATE: _____ REASON: _____

CITY OF BROOKSVILLE
OFFICIAL POLICY
1-90

ALCOHOLIC BEVERAGE PERMIT APPLICATION FEES

On October 3, 1988, City Council adopted Ordinance #447 concerning alcoholic beverage location permits within the City of Brooksville.

Incorporated within this ordinance was a provision for permit fees to be levied through the office of the City Manager.

A non-refundable \$75.00 application and processing fee will be charged for all alcoholic beverage permit applications, including transfers of previously approved location permits. In the event that a public hearing is required as set forth in the ordinance, the applicant will also be responsible for all additional expenses incurred, including the cost of publication of public notice of hearing date.

This application fee is subject to periodic review by the City Manager and subsequent adjustment if deemed necessary.

APPROVED:



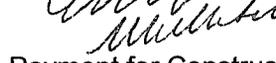
Richard E. Anderson
City Manager

12/15/95
Date Approved

Note: Based on cost of processing applications, the fee was increased by the City Manager on 12/15/95 from the original \$50.00 to \$75.00.

rea:tm:alcohol

MEMORANDUM

To: Honorable Mayor and City Council Members Date: April 23, 2008
Via: T. Jennene Norman-Vacha, City Manager 
From: Emory Pierce, Director of Public Works 
 Will Smith, Utilities Superintendent 
Subject: SR50 Project (Hospital Crossing) – Payment for Construction of Water and Sewer Lines

The City had plans developed and easements procured to install a 12" water line and an 8" sewer force main crossing along the east property line of the new hospital on Cortez Blvd. to extend our lines from west SR50 across the Hospital property to Wiscon Rd.

The timing of the construction of the Brooksville Regional Medical Plaza allowed an opportunity for the City to have the line installed by that developer.

The attached Utility Service Agreement (USA) between the City and Brooksville Regional Medical Plaza LLC (Developer) has provisions whereas the Developer will install the entire run of pipe from SR 50/Cortez Blvd. to Wiscon Rd. The portion of the lines adjacent to this property, approximately 900 linear feet, were approved for connection/impact fee credits to the Developer. The southern/remainder portion extending across to Wiscon Rd, approximately 1725 linear feet, was to be constructed by the Developer and the cost reimbursed by payment from the City.

The attached memo was approved by City Council at the June 4th 2007 Regular Meeting. The portion the City agreed to pay in cash came in at the approved price of \$117,543.00 (\$55,803.93 sewer + \$61,739.07 water). The Project Engineer has submitted certifications of the costs for the qualified portion of the water line and sewer force main. I have reviewed them with the "As Built" drawings and find them to be accurate.

This project was presented in the current budget plan as completed because the Project Engineer expected the project to be completed before October 1st, 2007. This did not happen therefore a budget amendment must be made to accommodate this expenditure.

The funding can be taken from the the remaining balance of the Majestic Oaks and Cascades projects since these projects are delayed and are not likely to startup for another year.

I am recommending a portion of the remaining funding for the following projects be used to fund this refund and request an amendment to the Water & Wastewater capital improvement projects account.

Project	Budget Plan (As Amended)	Debit	Credit
Majestic Oaks Force Main Oversizing #2006-UT1 Fund 401-000-169.19049	\$96,650.00		\$55,803.93
Cascades Water Line to Powell Oversizing #2003-UT01 Fund 401-000-169.19049	\$65,993.00		\$61,739.07
SR 50 Water & Sewer Line Ext. #2001-UT06 Fund 401-000-164.19031		\$55,803.93	
Hospital Crossing 12" Water Line #2001-UT06 Fund 401-000-164.19031		\$61,739.07	

12/2
(M)

Will

Utility Service Agreement
between the
CITY OF BROOKSVILLE
and
BROOKSVILLE REGIONAL MEDICAL
PLAZA LLC

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 16th day of April, 2007, between the CITY OF BROOKSVILLE, FLORIDA, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and BROOKSVILLE REGIONAL MEDICAL PLAZA, L.L.C., a Florida limited liability company organized under the laws of the State of Florida, hereinafter referred to as the "DEVELOPER". For and in consideration of Ten Dollars (\$10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the DEVELOPER proposes to develop a 2.2 acre commercial lot and a 6.06 acre commercial lot on land which is described in "Exhibit A", attached hereto, (herein "PROPERTY"). The real property is not currently within the City of Brooksville corporate limits. The development plan is shown in "Exhibit B" and is attached hereto, (herein "DEVELOPMENT")

WHEREAS, the DEVELOPER is desirous of building said facility;

WHEREAS, the DEVELOPER hereby requests potable water and wastewater service from the CITY subject to the parties entering into an agreement to provide said service for the DEVELOPMENT;

WHEREAS, the CITY enters into this AGREEMENT under the provisions of Chapter 180, of the Florida Statutes. In exercising such provisions as have been stipulated herein above, the CITY agrees to fulfill all of its obligations and responsibilities for protecting the public health, safety, and welfare associated therewith pursuant to law and the Constitution of the State of Florida, and the Comprehensive Land Use Plan of the City of Brooksville, Florida as adopted and approved;

WHEREAS, the CITY has certain ordinances and implementing policies in effect as of the date of this Agreement providing for connection to and service by CITY owned and operated utility systems;

WHEREAS, said ordinances additionally provide for the levying of specific fees, charges and assessments for service to be rendered;

WHEREAS, the CITY is desirous of providing said services for the DEVELOPMENT and DEVELOPER is desirous of receiving such services;

WHEREAS, the parties desire to delineate, make certain and define each of their respective responsibilities and obligations with respect to water and wastewater facilities for the DEVELOPMENT;

IT IS THEREFORE agreed by and between the parties, in consideration of the mutual terms, covenants and conditions herein, the commitments by the DEVELOPER, the commitments by the CITY and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by both the CITY and DEVELOPER, as follows:

The WHEREAS recitals herein are true and correct.

1. The following attachments and exhibits which are attached hereto and incorporated into the content of the AGREEMENT by reference:

"Exhibit A" Legal Description

"Exhibit B" Site Plan

"Exhibit C" Wastewater Element

"Exhibit D" Water Element

"Exhibit E" Development Schedule

"Exhibit F" Annexation Element

"Exhibit G" Utility Fee Payment Element

"Exhibit H" Easement Provision

"Exhibit I" Construction of Additional Facilities

2. Both parties agree that any correspondence about the AGREEMENT will be considered officially served by a receipt for U.S. Postal Service certified to the following address:

For the DEVELOPER: Manager
 Brooksville Regional Medical Plaza, L.L.C.
 548 S. Highway 27, Suite C
 Minneola, Florida 34715

For the CITY: City Clerk
 City of Brooksville
 201 Howell Avenue
 Brooksville, Florida 34601

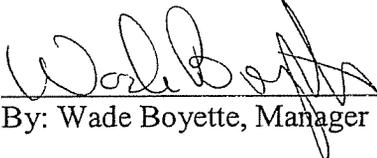
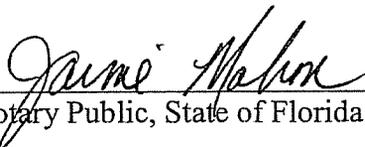
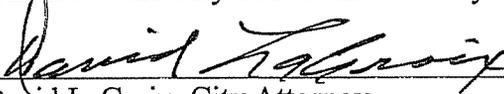
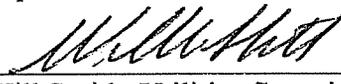


3. The DEVELOPER agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements installed by the DEVELOPER. The DEVELOPER also agrees to grant the CITY a utility easement, using the CITY'S Grant of Easement form, along with the right of ingress and egress within the DEVELOPMENT for those specific water and wastewater improvements that will be dedicated to the CITY that are not within public right-of-ways or easements. The DEVELOPER agrees to furnish the CITY officially recorded copies of all easements or right-of-way use permits obtained for the DEVELOPMENT.
4. The CITY and DEVELOPER acknowledge that the AGREEMENT provides terms, which constitute the CITY'S response to the DEVELOPER'S request for utility services from the CITY. The availability of such services is based upon and subject to the terms of the AGREEMENT and applicable regulations and regulatory approval by other governmental agencies if and as required.
5. The AGREEMENT may not be changed orally. Amendment hereto shall be in writing and signed by the parties.
6. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of the AGREEMENT or the paragraphs or provisions herein.
7. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of the AGREEMENT.
8. Neither party shall declare the other in default of any provisions of the AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
9. The terms and provisions of the AGREEMENT shall be a commitment and obligation which shall not only bind the present DEVELOPER of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the DEVELOPER.
10. The AGREEMENT will be in full force and effect for a term of 50 years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided herein.
11. The DEVELOPER shall reimburse the CITY for any costs incurred by the CITY to record the AGREEMENT in the official record books of Hernando County. Connection to the CITY'S Utility System will not be authorized until these recording costs are paid to the CITY.

12. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause including and/or similar to the following which is beyond the reasonable control of the party from who the affected performance was due to an act of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government, individuals or the public.
13. In the event DEVELOPER notifies CITY that services are no longer required by DEVELOPMENT, or the facilities are not operated and maintained by DEVELOPER as required herein service may be discontinued at CITY'S option upon ninety (90) days notice to DEVELOPER.
14. The AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this AGREEMENT will be Hernando County, Florida. The prevailing party in any litigation arising out of this AGREEMENT will be entitled to cost and reasonable attorney fees.
15. The AGREEMENT is predicated on the representation by the DEVELOPER that the specific use of the DEVELOPMENT as substantially as stated herein. The CITY may require an amendment to the AGREEMENT or a separate agreement in the event of a change substantive in scope of the DEVELOPMENT.
16. The CITY agrees to provide utility service only for the phases of the DEVELOPMENT as described herein.
17. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT, compliance with all applicable regulations, all required permits being issued, with proof of such issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent, and shall become a part hereof.
18. Water and/or sewer improvements may not be placed in service until the applicable permit closeout certifications have been provided to the CITY in the form of an original or certified true copy of such permit documentation, and final inspection and approval by the CITY.
19. If construction of the off-site facilities has not commenced four years after the execution hereof, or if the construction of the off-site facilities has not been completed within five years, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) days of written notice to DEVELOPER.

20. This commitment is subject to the prompt payment of CITY'S fees for water and wastewater services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.
21. All improvements installed by the DEVELOPER and dedicated to the CITY herein will remain the property of the DEVELOPER until accepted by the CITY in writing. Said improvements shall be maintained by the DEVELOPER until accepted by the CITY. Final acceptance will be given 365 calendar days following construction and final inspection and approval by the CITY. The CITY will perform a final inspection of the installed improvements, 30 days prior to acceptance and will provide the DEVELOPER a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the CITY prior to final acceptance because of a failure of the improvements installed by the DEVELOPER and the DEVELOPER'S unwillingness or inability to restore service within a four hour period shall be repaid by the DEVELOPER.
22. The DEVELOPER agrees to provide the CITY with one complete copy of the record drawings of all installed improvements, signed and certified by the project engineer, upon final completion of the DEVELOPMENT.
23. The DEVELOPER hereby affirms that it has the legal authority to construct the DEVELOPMENT as indicated in the AGREEMENT. The DEVELOPER agrees to protect the CITY from all claims of ownership for rights and privileges granted by the DEVELOPER to the CITY.
24. The DEVELOPER hereby agrees to appoint the CITY or its duly authorized representative as its irrevocable attorney in fact with absolute and specific authority to execute and file any and all such petitions for voluntary annexation of the DEVELOPMENT into the CITY OF BROOKSVILLE. The DEVELOPER on behalf of itself, its heirs, assigns and successors in interest does hereby irrevocably consent to said annexation. This agreement shall remain in full force from date of execution for a period not to exceed 50 years.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2007.

<p>FOR THE DEVELOPER</p> <p>Brooksville Regional Medical Plaza, L.L.C. a Florida limited liability company</p> <p></p> <p>By: Wade Boyette, Manager</p> <p>STATE of Florida COUNTY of LAKE</p> <p>Execution of the forgoing instrument was acknowledged before me this <u>9th</u> day of <u>April</u>, 2007, by <u>Wade Boyette</u>, as Manager of Brooksville Regional Medical Plaza, L.L.C., who is <input checked="" type="checkbox"/> personally known to me or who produced the following as identification _____.</p> <p></p> <p>Notary Public, State of Florida</p> <p><u>JAIME MAHON</u></p> <p>Notary Name Printed</p>	<p>FOR THE CITY</p> <p>City of Brooksville, Florida</p> <p></p> <p>By: DAVID PUGH, MAYOR</p> <p>ATTEST:</p> <p></p> <p>Karen M. Phillips, CMC, City Clerk</p> <p>Approved as to form and content for the reliance of the City of Brooksville only.</p> <p></p> <p>David LaCroix, City Attorney</p> <p>Approved as to technical content and City requirements.</p> <p></p> <p>Will Smith, Utilities Superintendent</p>
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NOTARY PUBLIC-STATE OF FLORIDA

Jaime L. Mahon
 Commission # DD522480
 Expires: APR. 11, 2010
 Bonded Thru Atlantic Bonding Co., Inc.

"EXHIBIT A"
LEGAL DESCRIPTION

PARCEL # 1:

Commencing at the Southwest corner of the East 3/4 of the West 1/2 of the Southeast 1/4 of Section 30, Township 22 South, Range 19 East, Hernando County, Florida and thence go North 01°16'48" East along the West boundary of said East 3/4 of the West 1/2 of SE 1/4, a distance of 2324.71 feet to the POINT OF BEGINNING; continue thence North 01°16'48" East, a distance of 305.78 feet to the South Right-of-Way line of State Road No. 50; thence go South 89°55'02" East along said Right-of-Way, a distance of 223.00 feet; thence go South 00°04'58" West, a distance of 25.00 feet; thence go South 89°55'02" East, a distance of 550.21 feet; thence North 00°04'58" East, a distance of 25.00 feet; thence go South 89°55'02" East, a distance of 32.00 feet to the P.C. of a curve having a radius of 2716.94 feet; a tangent of 12.77 feet, a chord of 25.53 feet; thence go along the Arc of said curve, concave to the North, a distance of 25.53 feet; thence go South 01°06'16" West, a distance of 313.68 feet; thence go North 89°20'00" West, a distance of 831.57 feet to the POINT OF BEGINNING. Subject to Road Right-of-Way easements of 30 feet on the Westerly side and 16 feet on the Easterly side. LESS that part Deeded to State of Florida Dept. of Transportation in O.R. book 995, page 722.

PARCEL # 2:

Commencing at the Southwest corner of the East 3/4 of the West 1/2 of the SE 1/4 of Section 30, Township 22 South, Range 19 East, Hernando County, Florida and thence go North 01°16'48" East along the West boundary of said East 3/4 of West 1/2 of the SE 1/4, a distance of 2040.71 feet to the POINT OF BEGINNING; continue thence North 01°16'48" East, a distance of 284.00 feet; thence go South 89°20'00" East, a distance of 831.57 feet; thence go South 01°06'16" West, a distance of 284.00 feet; thence go North 89°20'00" West, a distance of 832.44 feet to the POINT OF BEGINNING. Subject to Road Right-of-Way easements of 30 feet on Westerly side, and 16 feet on Easterly side.

PARCEL #3:

Commencing at the Southwest corner of the East 3/4 of the West 1/2 of the SE 1/4 of Section 30, Township 22 South, Range 19 East, Hernando County, Florida and thence go North 01°16'48" East along the West boundary of said East 3/4 of West 1/2 of the SE 1/4, a distance of 1756.71 feet to the POINT OF BEGINNING; continue thence North 01°16'48" East, a distance of 284.00 feet; thence go South 89°20'00" East, a distance of 832.44 feet; thence go South 01°06'16" West, a distance of 284.00 feet; thence go North 89°20'00" West, a distance of 833.31 feet to the POINT OF BEGINNING. The Westerly 30 feet and the Easterly 16.00 feet are subject to road Right-of-Way.

OFFICIAL RECORDS
BK: 2432 PG: 438

UTILITY NOTES

- 1) SEE GENERAL NOTES SHEET 1 FOR ADDITIONAL UTILITY CONSTRUCTION & SEPARATION INFORMATION.
- 2) SEE SHEET 9 FOR LAYOUT CONDITIONS OF THE FOR THE INDICATED AND BUCK THE INDICATIONS.
- 3) ALL PER. BRDS SHALL BE 4" UTILITY SPECIFIED OVERHEAD.
- 4) WATER/SEWER SHAFTS ARE PROVIDED TO ACCOMMODATE FUTURE RECONSTRUCTION.
- 5) DESIGN/PERMITTING/CONSTRUCTION OF WATER & SEWER SHALL BE IN ACCORDANCE WITH THE CITY OF BROOKVILLE UTILITY DEPARTMENT.
- 6) IT IS ANTICIPATED THAT SHOWN CENTER OF GRAVITY SHALL BE USED FOR THE DESIGN OF THE WATER AND SEWER MAINS AND CONNECTION TO THE CITY MAINS FOR FUTURE RECONSTRUCTION.
- 7) ALL MAINS TO BE INSTALLED WITH FINISH DEPTH/DEPTH BASED ON BIDDING CONDITIONS.
- 8) ALL WATER MAINS SHALL BE 12" DIA. AND ALL SEWER MAINS SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
- 9) SEE SHEET 8 FOR UTILITY DETAIL.

GENERAL NOTES

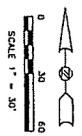
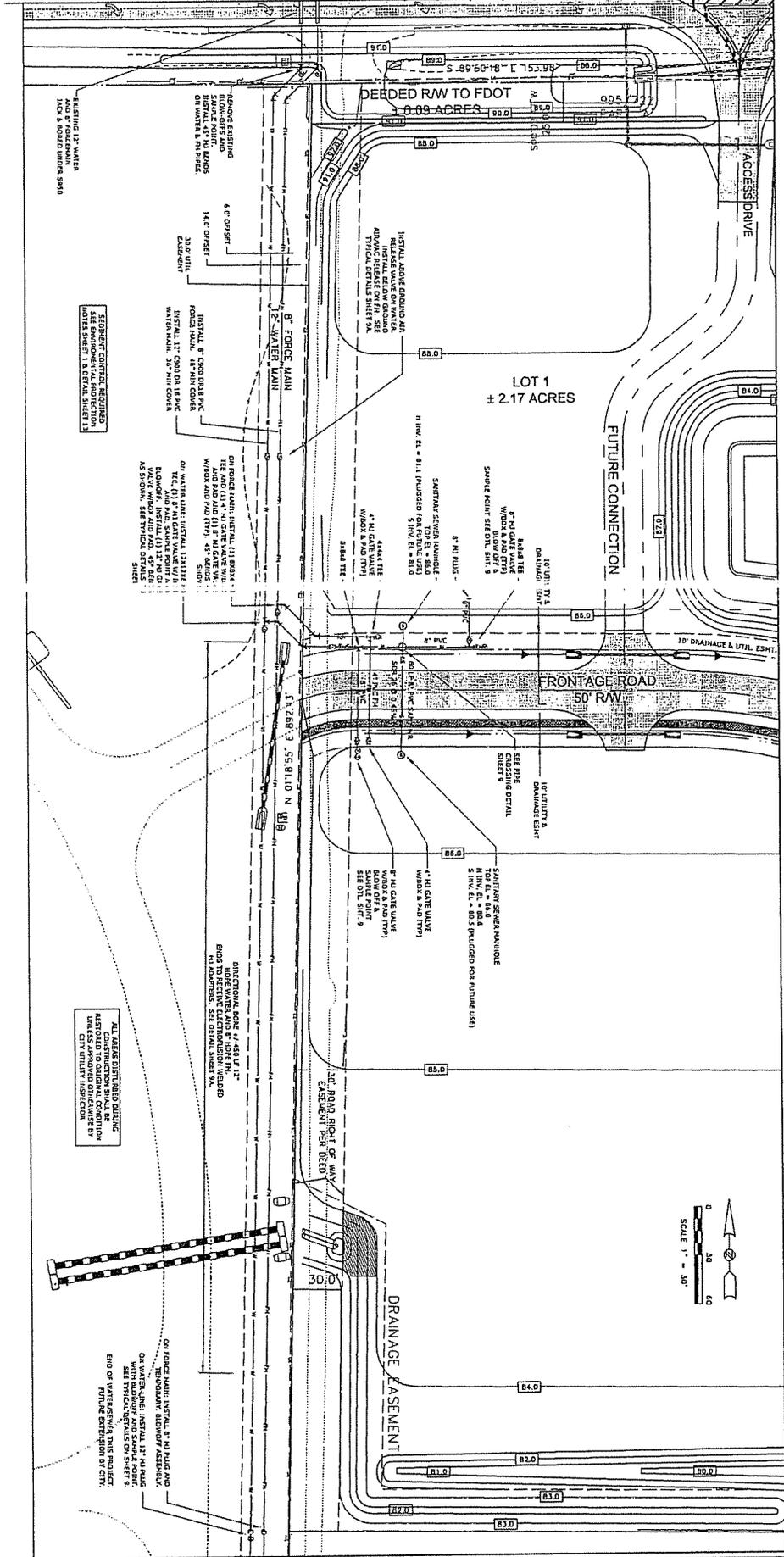
- 10) CONNECTION SHALL PROVIDE EUROPEAN BREAK-OUTS AT JUNCTIONS OF WATER AND SEWER MAINS.
- 11) CONNECTION SHALL PROVIDE EUROPEAN CONNECTIONS AS NECESSARY FOR FUSION, DECOMMISSION, AND PRESSION TESTING.
- 12) NO CONNECTIONS TO EXISTING PERMITS SHALL BE MADE WITHOUT THE CITY OF BROOKVILLE UTILITY DEPARTMENT APPROVAL.
- 13) ALL WATER MAINS SHALL BE LOCATED AT 1200 FOOT DEPTH UNLESS OTHERWISE NOTED.
- 14) ALL SEWER MAINS SHALL BE LOCATED AT 1200 FOOT DEPTH UNLESS OTHERWISE NOTED.

SEWER CONTRACT REQUIRED
SEE ENVIRONMENTAL PROTECTION AGENCY SHEET 1 & UTILITY SHEET 13

ALL WORKS DISTURBED DURING CONSTRUCTION SHALL BE REINSTATED TO ORIGINAL CONDITION UNLESS APPROVED OTHERWISE BY THE CITY UTILITY DEPARTMENT.

OR ROSES MAINS INSTALL 12" IN DIAMETER ON WATER LINES INSTALL 12" IN DIAMETER ON WATER LINES AND SHALL BE INSTALLED WITH FINISH DEPTH/DEPTH BASED ON BIDDING CONDITIONS.

END OF WATER/SEWER CONTRACT
SEE ENVIRONMENTAL PROTECTION AGENCY SHEET 1 & UTILITY SHEET 13



DATE	REV BY	REV NO	REVISION
08-11-03	AM	01	REV. PER COUNTY SUBMITTAL
08-14-03	AM	02	REV. PER COUNTY & TOWN
08-17-03	AM	03	REV. PER COUNTY
08-18-03	AM	04	REV. PER TOWN
08-19-03	AM	05	REV. PER COUNTY
08-20-03	AM	06	REV. PER CITY

REUSE OF DOCUMENT
THE BOUNDARY DIMENSIONS OF THE INDICATED ROAD AND COORDINATES AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT, WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

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(352) 700-0024 FAX (352) 700-0038
EIT-000142

DRAWING SHALL UNLESS SHOWN, DATED & SEALED BY REGISTERED PROFESSIONAL ENGINEER

J. ALAN FOLEY, P.E., FL. REG. NO. 51391

WATER AND SEWER
UTILITY PLAN

**BROOKVILLE REGIONAL
MEDICAL PLAZA, LLC**

"EXHIBIT C"
WASTEWATER ELEMENT

1. The DEVELOPER is hereby requesting sanitary sewer service from the CITY. The DEVELOPER agrees, at his own expense, to provide wastewater service by the installation of on-site pump stations, pipelines and appurtenances as shall be approved by the CITY.
2. The point of connection will be an existing eight (8) inch force main located in the in the right of way of Cortez Boulevard. The DEVELOPER agrees to connect to the existing force main and extend an eight (8) inch force main the entire length of the west property line within an existing CITY owned easement that is adjacent to the west property line. The portion of the force main installed within this easement shall be considered Off-site Wastewater Facility Construction for purposes of eligibility for impact fee credits pursuant to the Connection Fee Payment Element of this Agreement, and will become the property of the CITY upon final inspection and acceptance by the CITY as provided for herein.
3. The CITY does not guarantee the pressure at the point of connection will remain the same in the future. It is the DEVELOPER's responsibility to make changes to any on-site lift stations if force-main pressures change in the future.
4. The onsite pump stations will be designed to deliver no more than twenty-five (25) gallons per minute at the point of connection to the CITY's system. The onsite sewage system will be capable of storing a minimum of four (4) hours of flow from the DEVELOPMENT. When the CITY expands its telemetry system to include private onsite pump stations, the DEVELOPER agrees to connect to the Citywide telemetry system in accordance with City Ordinances as amended. The DEVELOPER agrees the CITY has the right to periodically turn off the pump station pumps and water meters contributing to the pump stations to prevent sewage loss from the pump station due to maintenance or operational requirements of the CITY. The DEVELOPER shall be responsible for containing the sewage generated by the DEVELOPMENT during periods when the pump station is turned off by the CITY up to four hours.
5. The DEVELOPER agrees to eliminate the on-site lift stations when a gravity connection is made available to the Property by the City within ninety (90) days of written notice by the CITY.
6. All sanitary facilities installed within the PROPERTY will remain the property of the DEVELOPER.

7. The parties agree that wastewater facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the property.
8. The DEVELOPER agrees to provide the CITY full access to the DEVELOPMENT to inspect the wastewater facilities.
9. The CITY represents and warrants that provided the DEVELOPER constructs the wastewater improvements described above, the CITY will have plant and other wastewater facilities capacity to provide wastewater service to the DEVELOPMENT, as contemplated by this Agreement.
10. The DEVELOPER agrees that all wastewater facilities will be designed and constructed in accordance with CITY Code and standards, as they exist at the effective date of the AGREEMENT.

"EXHIBIT D"
WATER ELEMENT

1. DEFINITIONS: For the purpose of this AGREEMENT, unless the context clearly indicates otherwise, the following terms shall have the following meanings.
 - a. WATER SUPPLY shall mean all off-site potable water lines and attendant facilities used to supply potable water to the DEVELOPMENT.
 - b. WATER DISTRIBUTION shall mean all on-site potable water lines and attendant facilities that are within the specific physical boundaries or needs of the DEVELOPMENT.
2. WATER SUPPLY
 - a. The DEVELOPMENT shall be supplied water from the existing capacity of the CITY'S existing wells and water treatment plants.
 - b. The point of connection for water will be an existing twelve (12) inch water line located in the in the right of way of Cortez Boulevard.
 - c. The DEVELOPER agrees to connect to the existing water line and extend a twelve (12) inch water line the entire length of the west property line within an existing CITY owned easement that is adjacent to the west property line as show on "Exhibit B". The portion of the force main installed within this easement will be considered Off-site Water Facility Construction for purposes of eligibility for impact fee credits under the Connection Fee Payment Element, and will become the property of the CITY upon final inspection and acceptance by the CITY as provided for herein.
4. WATER DISTRIBUTION: The DEVELOPER, at its own expense, agrees to install all service lines to lots or units, backflow devices and appurtenances, as applicable, sized to be sufficient to provide water service within the DEVELOPMENT in accordance with plans as shall be approved by the CITY. Said facilities will remain the property of the DEVELOPER.
5. METERING: The DEVELOPMENT shall be supplied potable water by the installation of individual meters and reduced pressure backflow devices near the property line. The DEVELOPER agrees to install the meters in accordance with CITY standards or may pay the CITY to install the meters. The backflow devices will remain the property and maintenance responsibility of the DEVELOPER. The CITY agrees to maintain the meters in good working order.

6. MAINTENANCE OF INSTALLED FACILITIES: The parties agree that water facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the PROPERTY.

7. DESIGN AND PERMITTING STANDARDS: The DEVELOPER agrees that all water system design, permitting and construction shall comply with the rules, requirements, recommendation and specifications of the CITY, the American Water Works Association, the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY.

"EXHIBIT E"
DEVELOPMENT SCHEDULE

Should the DEVELOPMENT be delayed for more than four (4) years from the date of this agreement or the construction of the off-site water and wastewater pipelines be delay for more than two (2) years, the CITY may withdraw any commitment to provide services in accordance with the provisions of this agreement and applicable City Code in affect at the time.

"EXHIBIT F"
ANNEXATION ELEMENT

The OWNER hereby agrees to appoint the CITY or its duly authorized representative as its irrevocable attorney in fact with absolute and specific authority to execute and file any and all such petitions for voluntary annexation of the DEVELOPMENT into the CITY OF BROOKSVILLE. The OWNER on behalf of itself, its heirs, assigns and successors in interest does hereby irrevocably consent to said annexation. This agreement shall remain in full force from date of execution for a period not to exceed 50 years. The OWNER agrees to include notice of this provision on the individual property deeds.

“EXHIBIT G”
UTILITY FEE PAYMENT ELEMENT

1. Connection Fee Assessment:

- a. Connection fees area assessed as Equivalent Residential Units (ERU). An ERU is defined as 250 gallons per day for potable water and 200 gallons per day for wastewater or 24 fixture units per ERU. The current connection fee rate at the time of execution of this AGREEMENT is \$672 for water and \$1728 for wastewater. These rates are subject to change.
- b. The water and sewer connection fees area assessed as follows:

Type of Unit		Number of Units	ERUs	Total Per Type
<u>Water Connection Fees</u>				
Lot 1	Medical Retail	20,000 s.f.	16	\$ 10,752.00
Lot 2	Medical Office	80,000 s.f.	48	\$ 32,256.00
	Irrigation	2.5 acre	15	\$ 10,389.12
Sub-Total Water -				\$ 53,397.12
<u>Sewer Connection Fees</u>				
Lot 1	Medical Retail	20,000 s.f.	16	\$ 27,648.00
Lot 2	Medical Office	80,000 s.f.	48	\$ 82,944.00
Sub-Total Sewer -				\$ 110,592.00
Grand Total Connection Fees -				<u>\$ 163,989.12</u>

2. Payment of Connection Fees - Incremental Payment:

- a. The DEVELOPER hereby agrees to pay the water and wastewater connection fees for the DEVELOPMENT prior to the issuance of each building permit. The amount of the fees shall be the fees at the time of the issuance of the building permit. In the alternative, the DEVELOPER may utilize connection fee credits it received in exchange for off-site water.
- b. Within one-hundred-eighty (180) days of execution of this agreement but prior to obtaining any building permit, the DEVELOPER shall pay twenty (20) percent of the total utility fees for the DEVELOPMENT as a down payment.

- c. The balance of the water and sewer connection fees shall be paid as building permits are issued so twenty (20) percent of the total water and sewer connection fees remain prepaid. The twenty (20) percent down payment cannot be utilized until the balance of the water and sewer connection fees have been paid.
- d. The remaining balance of all water and sewer connection fees become due no later than four years after the execution of this agreement.
- e. If the DEVELOPMENT is delayed for more than four (4) years from the date of this agreement, the CITY may withdraw any commitment to provide services in accordance with the provisions of this agreement and applicable City Code in affect at the time.
- f. Connection fees may be paid in cash or by credits given for off-site improvements as provided for in this agreement.

3. Connection Fee Credits:

- a. For the purpose of establishing water and sewer connection fee credits for applicable off-site water and sewer improvements. Credits will be established when the facility is completed physically and all permits closures are received from the appropriate regulatory agency. Water and sewer connection fees are mutually exclusive and cannot be commingled.
- b. The DEVELOPER and its successor and assigns, including third-party developers and/or builders within the DEVELOPMENT, shall pay customary water or wastewater connection fees for all sanitary sewer or potable water connections within the DEVELOPMENT; at such rates exist at the time building permits are pulled, for the duration of the DEVELOPMENT. Provided, however that the DEVELOPER shall receive credits against connection fees related to water for the DEVELOPMENT not to exceed the amount of the cost to the DEVELOPER for off-site water facility construction costs. No credits or offsets shall be given for easements, rights-of-ways or costs for water or wastewater facilities that are internal to the DEVELOPMENT. Said credits shall be calculated on a per equivalent residential unit (ERU) basis, based upon the value of the credit at the time it is created.
- c. DEVELOPER shall notify the CITY, in writing, of any assignment of established impact fees credits. Such credits may be redeemed on a per ERU basis, regardless of any subsequent increase or decrease in connection fees. The DEVELOPER'S credits shall then be reduced by the number of ERU's the dollar amount of such payment would have represented when the credits were created. In no case shall the credit be greater than the DEVELOPER'S off-site costs. Unused connection fee credits shall expire ten years after established in accordance with this Agreement.

- d. On or before each year following the CITY's determination of the number of water connection fee credits, the CITY agrees to account to the DEVELOPER as to the number of connection fee credits held by the DEVELOPER provided the DEVELOPER submits a written request for an accounting to the CITY ninety days in advance.
- e. The amount of connection fee credits will be determined as of the date the CITY approves the amount of the costs of the DEVELOPER'S off-site water facilities. Both parties agree that no connection fees shall be refunded or credits created until the off-site water facilities are completed and connected to the CITY'S system and all regulatory approvals have been obtained, and the CITY has approved the costs of construction.

"EXHIBIT H"
EASEMENT PROVISION

The DEVELOPER agrees to grant the CITY a ten (10) foot wide easement on both sides of the frontage road adjacent to and running the entire length of said frontage road within the Property either by using the CITY's grant of easement form or by final plat recording of the PROPERTY.

“EXHIBIT I”
CONSTRUCTION OF ADDITIONAL FACILITIES

1. The PROPERTY lies adjacent to an existing water and sewer easement where the CITY has plans to install an eight (8) inch sewer force main and a twelve (12) inch water line. In order to receive CITY water and sewer service the DEVELOPER has agreed to construct part of this water and sewer line in that portion of the aforementioned easement that is adjacent to the PROPERTY.
2. Additionally the DEVELOPER is willing to construct the remaining portion of the water and sewer line within the easement terminating at the right-of-way of Wiscon Road in accordance with the CITY provided plans and permits, provided the CITY notifies the DEVELOPER within 45 days of the final date execution of this agreement. The DEVELOPER agrees to obtain competitive bids for all off-site water and sewer work and submit said bids to the City Engineer for approval.
3. The CITY agrees to provide plans and construction engineering services for the remaining portion of the water line and sewer force-main.
4. The CITY agrees to reimburse the DEVELOPER in cash for this additional work when the work is both physically and legally completed, ready to use, inspected, and approved by the CITY. Approval will not be unreasonably withheld by the CITY.
5. The CITY will process the DEVELOPER's request for reimbursement within 45 days of submittal of the request and supporting documentation.

MEMORANDUM

AGENDA ITEM NO. F-4
6/4/07

To: Stephen Baumgartner, Interim City Manager
From: Emory Pierce, Director of Public Works
Will Smith, Utilities Superintendent
Date: May 25, 2007
Subject: SR50 West Water & Sewer Line Extension Phase 3
Hospital Property Crossing Between SR50 & Wiscon Rd.



I am requesting this item be placed on the next regular meeting agenda for consideration by the City Council.

The City has been working on the installation of a water and sewer line extending from Cobb Road west on SR50 then south across the hospital property to Wiscon Rd. and then east on Wiscon Rd. and connecting to existing lines in Wiscon Rd. near US41. Funds were approved and two phases of this project were completed in past budget years.

The third phase of this project involves crossing the hospital property on the east property line from the R/W of SR50 and to the R/W of Wiscon Rd. Funding for this portion of the project was approved in the current budget year for \$416,000 in account #401-000-169.19049 Project #2001-UT36. The total footage for this project is 2625 feet of both 12" & 8" pipe.

At a previous meeting, this subject was discussed with Council concurrent with a utility service agreement for the Brooksville Medical Plaza. The agreement for the medical plaza requires the developer to extend a 12" water line and a 8 inch sewer force main along entire west property line of his development in exchange for connection fee credits. His west property line is also the east property line of the hospital site. This amounts to 900 feet of both 12" & 8" pipe.

The agreement also gives the City an option to have the developer extend water line and force main from where his property ends to the right-of-way of Wiscon Road. The City will pay the developer for this additional work in cash when the line is completed and accepted by the City. This is about 1725 feet of both 12" & 8" pipe.

The agreement required the developer to obtain competitive bids for the work. The following bids were obtained for the additional work:

- | | | |
|----|----------------------|--------------|
| 1. | HB Industries | \$117,543.00 |
| 2. | JEL Site Development | \$164,725.00 |
| 3. | Boykin Construction | \$223,185.55 |

HB Industries is the site contractor for Brooksville Medical Plaza.

Staff was instructed to investigate this option and bring this issue back for consideration once costs were known.

We are requesting approval for the \$117,543.00 contract and a 10% contingency of \$11,754.30 for a total budgetary expenditure for this project not to exceed \$129,297.30 without further Council approval.

We believe the bid by HB Industries to be a valid bid and the best bid for the Brooksville Medical Plaza developer to extend the additional pipe across the hospital site as described herein.

RECEIVED

TOWNING 2008

Brooksville Regional Medical Plaza, LLC
Wispon Road Utility Extension

AIA DOCUMENT G702

APPLICATION NO: 1

PROJECT: Brooksville Regional Medical

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
-
-

PERIOD TO: Dec 31, 2007

FROM (CONTRACTOR):

Hessburg & Carlson
548 S. Hwy 27, Suite C
Minneola, FL 34715

VIA (ARCHITECT):

CONTRACTOR'S
PROJECT NO: 1069

CONTRACT DATE:

CONTRACT FOR: Land Development

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	\$0.00

1. ORIGINAL CONTRACT SUM \$117,543
2. Net Change by Change Orders \$0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$117,543
4. TOTAL COMPLETED & STORED TO DATE \$117,543

5. RETAINAGE:
 - a. % of Completed Work (Column D + E on 703) \$
 - b. 0 % of Stored Material (Column F on 703) \$0.00

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$0

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$117,543

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been

completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hessburg & Carlson Builders, Inc.

By: Tony Miles DATE: 1/7/08
Tony Miles



State of: Florida County of: Lake
Subscribed and sworn to before me this 7th day of January, 2008
Notary Public: Rebecca J. Snyder
My Commission expires: 10-15-2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By: [Signature] Date: 1/6/08
CASPER ENGINEERING ASSOC INC.

AMOUNT CERTIFIED \$ 117,543.00
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0
8. CURRENT PAYMENT DUE \$117,543
9. BALANCE TO FINISH PLUS RETAINAGE (Line 3 less Line 6) \$0



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER 
SUBJECT: COOPERATIVE EFFORTS – TECHNOLOGY SERVICES
DATE: April 25, 2008

GENERAL SUMMARY/BACKGROUND: City staff continues discussions and exploring opportunities for Cooperative Efforts with the Hernando County Board of County Commissioners and the Hernando School Board.

It is important that we (local governments) strive to eliminate areas of duplicate efforts that only cost the taxpayer additional money without the benefit of added services, programs or infrastructure. It is essential that we identify solutions that produce, not only a means for cost savings, but actually produce a more efficient and effective means for service delivery.

An area that we have deemed appropriate for Cooperative Efforts is in Technology Services. As we plan the future for the City of Brooksville, a greater use of technology is critical. In the technology services area we must put forward an organizational model that will align City functions, compliance requirements, standards, processes and procedures within technology systems, networks and solutions. We must create a program that will meet the current and future business needs with a network infrastructure and associated operations which is more cost-effective and leverages the capabilities of current technology.

We must assure licensing compliance and systems that secure of our records, data and information. All City information and information-based services must be cost-effective, easy to access and use by the public, by businesses and internal staff through web-based technologies and/or intranet solutions with appropriate security and privacy controls.

Review of Current Systems: For the last ten (10) months, I have been working closely with Karen Phillips, Director of Administration and Dennis Pupello, Network Operations Supervisor to determine the state of the City's computer network and

systems. In working with staff, several concerns and problems have become clear and obviously in need of new direction, focus and alignment.

The greatest areas of concern lie in the following findings:

- The division/department is unorganized and has been unable to produce an accurate listing of deployed hardware and licensed software that is installed on each City user's computer. This has been an ongoing effort since last July and although several lists have been compiled, staff is still unable to provide an accurate accounting of "what we have."
- There is no up-to-date documentation for the City's network system. Documentation should be maintained for each facet of the network in such a way that current configuration is easily understood. Proper documentation serves as a guideline for future upgrades and overall monitoring.
- There is no documentation for the following: network shares, where they physically reside and how permissions were determined; diagrams of the physical topology of the network; diagram of the Active Directory layout of the network; file copy of login scripts; standard operating procedures or installation routines; or routing information, ISP information and point of contact.
- The City does not adhere to Microsoft security guidelines, specifically the establishment of passwords requirement set, no complexity requirements, password lengths or password expiration set. Password standards are established for security reasons to protect the system from unauthorized use.
- No Group Policies are defined in the City's Active Directory schema. In this configuration a user could keep a simple, unsecured password for an unspecified amount of time. If the password is compromised, it would be impossible to age out the compromised password or determine a time frame at which it was compromised.
- The City does not currently have a domain structure that uses Windows Software Update Server (WSUS). The WSUS server software allows for the centralized management of Windows (the City's operating system) updates. Proper Windows updates are critical in nature with regard to software patches and operating systems updates. Microsoft believes so strongly in the usage of WSUS that it provides the software free of charge

to all users via the Microsoft Downloads site. Once installed, it will automatically download all available updates to the server drive. In turn, with proper network administration, the updates/downloads are pushed down to network users/individual PCs. This configuration allows for centralized management of all Windows patches, to include Windows Defender (anti-spyware), and insures that all individual PCs are properly updated and fully patched to the same level throughout the network.

- The City's virus protection has continued to be compromised. Prior to last August the City's Symantec Anti-Virus software had not been upgraded since its original purchase in 2002. This means that the licensing was out-of-date (expired). In August 2007, we purchased licensing for all of the City's servers and user PCs to have the Symantec Anti-Virus software installed. In the last couple of months, we found that the City's main server (COBSERV) and the City's email server (SYNC_EMAIL) were operating still without anti-virus software protection. Additionally, several individual PCs remained unprotected and many of the City's individual PCs had not been updated with any new virus definitions since December 2007. The City's computer network and system was infected with literally thousands of viruses; over 900 viruses were found on the COBSERV. While some viruses are more dangerous than others, all viruses, ad-ware, spyware, etc. slows a computer system and drive its operating systems to a slow grind, eventually to destruction.

Nationwide the virus infection numbers to computer systems are staggering. The annual cost of damages associated with viruses was estimated at over \$10 billion last year (*Source: Symantec*). There are many viruses that are dangerous and serve only to corrupt and destroy any computer that they infect. Through the use of the County Technology Services Department staff, all of the City's computers and servers have now been thoroughly cleared/cleaned for viruses and are properly protected.

- The City's current "back-up" procedures do very little to protect the City's electronic files, databases and financial records in the event of disaster. There is limited "off-site, tape back-up" and the tape back-up rarely includes the entire Utility Customer database. Also the off-site, tape back-up does not include the City's electronic financial files/records. When I first began discussing back-up concerns with staff last year, staff assured me that we were doing appropriate off-site back-up. In fact, staff stated that we did tape back-up that is rotated off-site for all of the City's

computer records; additionally, staff stated that we used an off-site company/source that we transferred back-up through the web/internet to protect financial files/records/databases. That is not true. Once a month or so, we store a “financial data file” within our own City website files. Also once a month or so, part of the Utility Customer database are included on the tape back-up that is rotated off-site. Some back-up is performed internally to an external USB drive located in the server room, next to the servers that are backed up. Recovery of any significant level would be minimal if the City experienced any type of disaster within the computer/server room in City Hall. Without electronic back-up for recovery, corrupted files, viruses and/or fire, hurricane, etc. could devastate the City and require months of data entry if not years of recreation/recovery of records just to return to normal operations.

- There is no standardization of hardware or software within the City departments. Monitoring of “illegal and/or unauthorized installs” (where employees either download programs/software/computer tools to their individual PC or the network) has not occurred in the past, yet the City will face full responsibility and liability for all that is installed on our system.
- There is no strategic plan for replacement of hardware and/or upgrades of software. Little to no efforts have been made to advance the use of technology in the City to improve the way we do business or the services that we provide to our customers/taxpayers/businesses. Little to no money has been invested in the City’s computer system to assure an infrastructure for better use of technology.

We have reviewed and evaluated several options for realigning the technology services provided internally for City business use and externally for the citizens that interface with the City for business and informational purposes. We must seek ways to automate functions that will allow us to provide quality services and compliance with the law with less staff. Automation is critical for tracking, trending and retrieving data and information.

Cooperative Efforts for a New Direction: Following many meetings and discussions with the Hernando County Board of County Commissioners’ Technology Services Department, we have reached an agreement for services that will not only correct and eliminate current concerns but will allow the City of Brooksville to begin efforts for future planning. The City’s current system which is aging and obsolete can be transitioned/transferred to the County’s network backbone (yet held isolated and separate from the County’s system). This will allow the City an opportunity to take

advantage of the County's existing capacity for a data, and possibly voice, network environment that provides a cost-effective, reliable and secure network service infrastructure. Back-up of the City's electronic files, records and databases could be protected through full, continuing off-site solutions that are performed routinely and with assurances of protection.

Enclosed, as Attachment 1, is the agreement that our staffs and administrations are putting forth for your consideration and approval. As you will see in the agreement, the County has agreed to provide full technology services for the City of Brooksville, including transitioning the City's aged network out of use, a fully staffed help desk and highly diverse, skilled technology staff. The agreement states that the City of Brooksville will pay the County \$60,000 per year for these services. This price is good until the City has more than 110 users (currently we have approximately 87).

With the approval of the agreement, City technology staffing would not be required. City departments would interface directly with the County Technology Services Department as County departments do. We propose a transition and the elimination of the City's Network Operations Supervisor, allowing for severance pay and benefits through June 30, 2008, with appropriate legal form/agreement. The City of Brooksville would eliminate two (2) positions from the current budget (Network Operations Supervisor and Computer Systems Specialist), estimated at \$92,000 for salary and benefits.

We recommend an effective date of the agreement as May 6, 2008 which would provide payment in the amount of \$5,000 per month through September for FY 2007-08 or \$25,000. Further we recommend that the City pay the County for services for the months of February, March and April in the amount of \$15,000, as the County Technology Services Department has been of great assistance and have provided support services during this time.

BUDGET IMPACT: If the agreement is approved, we estimate the following budgetary impact:

FY 2007-08

- ✓ The Agreement and back-pay will have the City pay the County \$40,000 for services.
- ✓ Elimination of costs for budgeted City staffing will save approximately \$41,900.
- ✓ The City will experience a minor savings in direct dollars (approximately \$1,900) for FY 2007-08.

FY 2008-09

- ✓ The Agreement will have the City pay \$60,000 to the County.
- ✓ The elimination of staffing positions from the prior budget (2007-08) will render cost savings in the FY 2008-09 budget in the amount of approximately \$92,000
- ✓ The City will experience a net savings in the amount of \$32,000 for service provisions; however, we recommend that any/all savings from this agreement for service delivery be reinvested within the City's network and computer systems as needed for operations, licensing compliance, hardware, software, etc.

LEGAL REVIEW: The City Attorney and the County Attorney have reviewed the Agreement and find it in good legal form.

STAFF RECOMMENDATION: Staff recommends the following:

- 1). City Council authorize the Mayor to sign the attached agreement, entering into a cooperative arrangement with the Hernando County Board of County Commissioners, Technology Services Department for technology services, inclusive of network infrastructure, administration and support.
- 2). City Council authorize payment for services to the Hernando County Board of County Commissioners, Technology Services Department for February through April 2008 in the amount of \$15,000.
- 3). City Council approve the elimination of technology staffing within the City's FY 2007-08 budget with the approval of the agreement.

Attachment 1

Hernando County Board of County Commissioners Technology Service Agreement

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

Services

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

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

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

New user accounts will be verified, processed, and activated during normal business hours of Monday to Friday, 7:00 a.m. to 5:00 p.m. unless otherwise arranged. Request for new user accounts should be requested via an e-mail to the Technology Services HelpDesk at helpdesk@hernandocounty.us and at least one week in advance.

The City of Brooksville will be responsible for notifying the Technology Services HelpDesk upon terminations of employment of any network user, so their login account can be disabled. This notification can initially be done via a telephone call to 754-4009 ext. 15000 and then followed up with an e-mail message to the address listed above.

Backup and Restore Service

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

Acceptable Use

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

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

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

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

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

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

Service Level Agreement

Technology Services will strive to maintain the highest level of service quality to the City of Brooksville. HelpDesk support is available 7:00 a.m. – 5:00 p.m. Monday – Friday, excluding County observed holidays.

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

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

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

Unsolicited Emails/SPAM complaints

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

Addendums

For security reason, Technology Services may be blocking certain ports in the County's network and we offer no guarantee, explicit or implicit, that your applications will work because of this. When in doubt, send an e-mail to the HelpDesk at helpdesk@hernandocounty.us.

Privacy Statement/Policy

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

Payments

City of Brooksville shall make payment in exchange for the services provided at an annual rate of \$60,000.00, due and payable on the first day of the fiscal year beginning on October 1 next after the effective date of this agreement. This rate is based on approximately 100 networked computer devices and will be adjusted based on significant increase or decrease in the number of devices. For purposes of this agreement, "significant" means a variance of ten or more devices from the approximate number above. City shall make a pro-rated payment within 30 days of the effective date based on any partial fiscal year between such effective date and the end of the current fiscal year.

Term and Termination

This agreement will be executed upon the signatures of both parties. This agreement can be terminated at any time by either party with a ninety (90) day written notice of termination.

Effective Date

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

By Honorable Chairman

Christopher Kingsley

Hernando County Board of County Commissioners

ATTESTED TO BY:

Clerk of Circuit Courts, Hernando County

Date: _____

COUNTY RELIANCE ONLY
Approved for form and legal sufficiency

Kent L. Weissinger, Assistant County Attorney

By Honorable Mayor

David Pugh

City of Brooksville, City Council

ATTESTED TO BY:

City Clerk, City of Brooksville

Date: _____

CITY RELIANCE ONLY
Approved for form and legal sufficiency

Thomas S. Hogan, Jr., City Attorney

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – May 05, 2008

1. TYPE: Letter & Form RD 1940-1
DATE: April 9, 2008
RECEIVED FROM: Pamela J. Isler, Acting Community Programs Director/
USDA Rural Development
ADDRESSED TO: Mayor Pugh
SUBJECT: Notification/details of approval of City's Water
and Waste Disposal Direct Loan for \$1,485,000.00.

2. TYPE: Letter
DATE: April 11, 2008
RECEIVED FROM: Karen Mermingas, VP/SunTrust Bank
ADDRESSED TO: Stephen Baumgartner, Finance Director
SUBJECT: Details regarding approval of City's request to extend
the maturity date of Loan #0050599669-34/Note No.42,
in the original amount of \$2,250,000.00 currently due
4/11/08, to revised maturity date of 6/11/08.

3. TYPE: Memorandum
DATE: April 14, 2008
RECEIVED FROM: Office of Municipal Police Officers' & Firefighters'
Retirement Trust Funds, Division of Retirement
ADDRESSED TO: Jason J. Brough, Chairman/Brooksville Police Officers'
Pension Fund
SUBJECT: Notification that the City's 2007 Annual Report for
the Brooksville Police Officers' Pension Fund has been
reviewed and approved.

4. TYPE: Letter
DATE: April 14, 2008
RECEIVED FROM: Edward Watson, Project Geologist & George K. Foster,
P.G., President & Principal Geologist/Creative
Environmental Solutions, Inc. (CES, Inc.)
ADDRESSED TO: Emory Pierce, Public Works Director
SUBJECT: Notification/schedule of 'update process' regarding the
status of petroleum assessment and clean-up activities
regarding Broad Street and South Main Project #00027-69.

5. TYPE: Letter
 DATE: April 15, 2008
 RECEIVED FROM: Edward Watson, Project Geologist & George K. Foster, P.G., President & Principal Geologist/Creative Environmental Solutions, Inc. (CES, Inc.)
 ADDRESSED TO: Emory Pierce, Public Works Director
 SUBJECT: Notification/schedule of 'update process' regarding the status of petroleum assessment and clean-up activities regarding 600 S. Brooksville Avenue Project #00027-71.
6. TYPE: Letter
 DATE: April 17, 2008
 RECEIVED FROM: Mary Isabel Harris, Youth Council Advisor/NAACP
 ADDRESSED TO: Mayor Pugh
 SUBJECT: In appreciation for the support of the Mayor/City of Brooksville during the January 2008 Dr. Martin Luther King Celebration.

Monthly Departmental Reports (April 2008 will be in 5/19/08 CTN)

Miscellaneous Minutes

City Advisory Boards:

Planning & Zoning Commission	March 12,	2008
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Council Rep. Boards:

Metropolitan Planning Organization Board	February 26,	2008
	March 25,	2008
Withlacoochee Regional Water Supply Auth.	March 19,	2008
Withlacoochee Regional Planning Council	March 20,	2008
Hernando County Tourist Development	March 27,	2008

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



Florida/Virgin Islands
4440 Northwest 25th Place
Post Office Box 147010
Gainesville, FL 32614-7010

Community Programs
Telephone: (352) 338-3400
FAX: (352) 338-3452
TDD: (352) 3383499
www.rurdev.usda.gov/fl

April 9, 2008

Mayor David Pugh
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Re: Water and Waste Disposal Direct Loan \$1,485,000

Dear Mayor Pugh:

I am pleased to advise you that the above referenced loan has been approved. As you are aware, this approval is subject to the terms of the Letter of Conditions dated March 19, 2008

Enclosed is an original of Form RD 1940-1 "Request for Obligation of Funds" which is being provided for your records. This form has been signed to indicate approval and obligation of funds.

Sincerely,

Pamela J. Isler
Acting Community Programs Director

Enclosure

cc: Area Office
Davenport, FL

PJI:de

COMM
PCO JNW
STW
ENOB
led
4/10/08

Committed to the future of rural communities

CPW 5/5/08

04-14-08 P03:54

ST LOC Subject file F



Karen Merringas
Vice President
FL-Tampa-4105
401 E. Jackson Street, 10th Floor
Tampa, FL 33602
813.224.2054
Fax: 813.224.2424

*Renew
Karen
Enmy*

April 11, 2008

Stephen Baumgartner, Finance Director
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Re: Extension of Maturity Date

Commitment No. 0050599669-34

Note No. 42

Dear Mr. Baumgartner:

SunTrust Bank hereby agrees to extend the maturity date of your \$2,250,000.00 Commitment identified above and the extension of those loans issued under this commitment evidenced by the above note or notes (the "Note(s)") made by the City of Brooksville (the "Borrower") from the current maturity date of April 11, 2008 to June 11, 2008. Other than the maturity date as changed above, all other terms and conditions of the Note(s) remains unchanged. Any collateral or guaranties which currently secure the Note(s) will continue to secure the Note(s).

The Borrower shall remain obligated to make payments during this extension period in the amounts and at the intervals specified in the payment schedule contained in the Note(s) or any other documents executed in connection with the Note.

Should you have any questions or concerns regarding this matter, please do not hesitate to call me at 813.224.2054.

Sincerely,

Karen Merringas
Vice President
SunTrust Bank



ctn 5/5/08



DEPARTMENT OF MANAGEMENT
SERVICES

04-17-08 P02:24 IN

Governor Charlie Crist
Secretary Linda H. South

Division of Retirement
Municipal Police Officers' & Firefighters'
Retirement Trust Funds' Office
Post Office Box 3010
Tallahassee, Florida 32315-3010

850.922.0667: TEL
877.738.6737: TOLL FREE
<http://dms.myflorida.com>

*Person
cover
for*

APPROVED

MEMORANDUM

April 14, 2008

To: Mr. Jason J. Brough, Chairman
Brooksville Police Officers' Pension Fund

From: Office of Municipal Police Officers' and Firefighters'
Retirement Trust Funds, Division of Retirement

Subject: 2007 ANNUAL REPORTS

This is to advise that we have reviewed and approved the 2007 Annual Report (s) for the Brooksville Police Officers' Pension Fund.

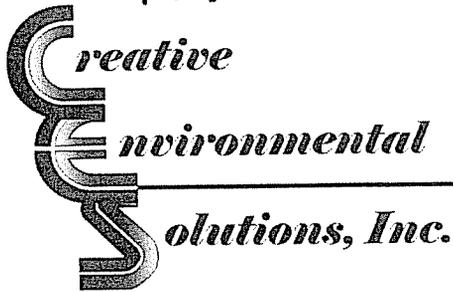
If you have any questions, please contact our office at (850) 922-0667.

mm

cc: ✓ Steve J. Baumgartner, Finance Director
Mary Beth Gary, CPA

APPROVED

*CTW 5/5/08
JP*



Geologists ▶ Engineers ▶ Environmental Scientists ▼

700 DeSoto Avenue • Brooksville, FL • 34601
Tel: 352.796.3374 • Fax: 352.796.2449

April 14, 2008

Mr. Emory Pierce
City of Brooksville
600 S. Brooksville Avenue
Brooksville, Florida 34601

RE: Status Update
City of Brooksville LUST Site
Broad Street and S. Main
Brooksville, Florida
CES Project #00027-69

Dear Mr. Pierce,

Beginning with this month, Creative Environmental Solutions (CES) will be issuing regular updates regarding the status of petroleum assessment and clean-up activities to our clients and site owners. This status update is being provided to you as a courtesy for your information and use as a planning tool.

Event 1 activities will begin on April 28, 2008. The expected duration of this event is two days. Permits for M.O.T. have been approved and issued by Hernando County and FDOT. Work will commence at 9:30 hrs on 4/28 and cease at 15:30 hrs for both days as directed by FDOT.

Event 2 will be scheduled upon driller availability and laboratory result from Event 1

CES appreciates the opportunity to be of service to you. If you should have any questions regarding your site or the work being performed, please contact the undersigned at (352) 796-3374.

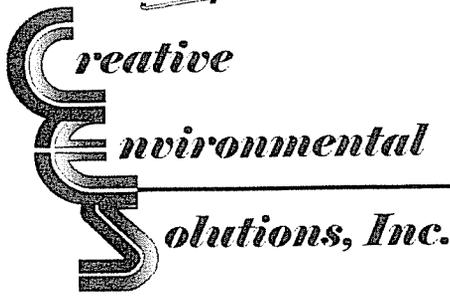
Best regards,

CREATIVE ENVIRONMENTAL SOLUTIONS, INC.

Edward Watson
Project Geologist

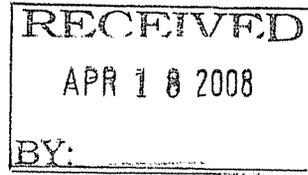
George K. Foster, P.G.
President/Principal Geologist

Handwritten notes and dates at the bottom right of the page, including "4/22/08" and "4/23/08".



Geologists ▶ Engineers ▶ Environmental Scientists ▼

700 DeSoto Avenue • Brooksville, FL • 34601
Tel: 352.796.3374 • Fax: 352.796.2449



April 15, 2008

Mr. Emory Pierce
City of Brooksville
600 S. Brooksville Avenue
Brooksville, Florida 34605

RE: Status Update
City of Brooksville DPW
600 S. Brooksville Avenue
Brooksville, Florida
CES Project #00027-71

Dear Mr. Pierce,

Beginning with this month, Creative Environmental Solutions (CES) will be issuing regular updates regarding the status of petroleum assessment and clean-up activities to our clients and site owners. This status update is being provided to you as a courtesy for your information and use as a planning tool.

A proposal for supplemental site assessment was submitted to the Florida Department of Environmental Protection (FDEP) on April 1, 2008. We will commence with work when the work order is issued.

Due to the current budget situation in Tallahassee, we are unable to predict when funding will become available for this scope of work.

CES appreciates the opportunity to be of service to you. If you should have any questions regarding your site or the work being performed, please contact the undersigned at (352) 796-3374.

Best regards,

CREATIVE ENVIRONMENTAL SOLUTIONS, INC.

Edward Watson
Project Geologist

George K. Foster, P.G.
President/Principal Geologist

4/22/08 js
FL JND
CM 5/5/08



National Association For The Advancement Of Colored People
Hernando County Branch

Post Office Box 10603 • Brooksville, Florida 34603

04-17-08 P02:27

Hernando County NAACP
Youth Council
264 C Street
Brooksville, FL 34601

Mr. David Pugh, Mayor
Brooksville City Council
201 Howell Avenue
Brooksville, FL 34601

Re: Thank You Letter

Dear Mayor & Staff,

First let me apologize for the delay in getting back with you. I, along with the NAACP sincerely thank you for your support in our Dr. Martin Luther King Celebration held on January 21, 2008.

Your support was greatly appreciated. Its people like you and your staff that keep the message of peace and non-violence alive. We all know that was Dr. King's motto. The event was a great success and there were over 400 people in attendance.

Again thank you and your company,

Sincerely

Mary Isabel Harris

Mary Isabel Harris, Youth Council Advisor
Wayman Boggs, President

Thanks

lead 1/27
CTU 5/5/08

**CITY OF BROOKSVILLE
PLANNING AND ZONING COMMISSION
Regular Meeting**

6:30 P.M.

March 12, 2008

Attendees: George Rodriguez, Ernie Wever, Elmer Korbus, Louise Taylor, John Wanat and Shannon Andras-Pettry. Also attending were Bill Geiger, Community Development Director, Derrill McAteer, City Attorney, and Patricia Jobe, Planning & Zoning Coordinator/Recording Secretary. Donald Varn was absent.

The meeting was called to order at 6:30 p.m. by Chairman Rodriguez, followed by the invocation and pledge of allegiance.

APPROVAL OF MINUTES

February 13, 2008

Motion:

Motion was made by Member Korbus, seconded by Member Wanat to approve minutes. Motion carried 5-0.

The City Attorney stated that the following item is quasi-judicial in nature and requested anyone who would like to be sworn as an expert witness or an intervening party to come forward and be sworn in.

Commission by consensus accepted Bill Geiger as an expert witness in planning and development and his qualifications are on file in the Community Development Department.

****SE2008-02 - HABITAT FOR HUMANITY OF HERNANDO COUNTY**

Petition for A Special Exception Use for a Secondhand Store (Thrift Store) with an office located within a C-2 Commercial District.

Director Geiger requested the staff report be entered into the record in its entirety, as follows:

SUMMARY OF REQUEST

The Petitioner is requesting approval of a Special Exception Use within an existing C-2 Commercial District to allow for a Secondhand Store (Thrift Store) with an office. The subject property for this Special Exception Use is located at 19540 Cortez Boulevard (f/k/a Walgreens Drug Store).

STAFF FINDINGS:

CURRENT LAND USE/ZONING

There is an existing commercial structure (Shopping Center) located on the subject property. The unit the Petitioner is requesting the special exception use for was formally used by Walgreen's Drug Store, located within the Brooksville Square Shopping Center. This property is zoned C2, Commercial. The property is designated "Commercial" on the City's Comprehensive Plan Future Land Use Map.

Property located to the north, south and east are zoned C-2, Commercial with a City Comprehensive Plan Future Land Use of Commercial, and the property to the west is zoned Planned Development Project (PDP) with a Future Land Use of Commercial.

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**METROPOLITAN PLANNING ORGANIZATION BOARD
HERNANDO COUNTY**

FEBRUARY 26, 2008

The Metropolitan Planning Organization Board met in Regular Session in the John Law Ayers Room, Government Center, Brooksville, Florida, on Tuesday, February 26, 2008, at 1:30 p.m. Members present were: David D. Russell, Jr., Chairman; Christopher A. Kingsley, Vice Chairman; Rose Rocco; Diane B. Rowden and Jeff Stabins, Commissioners; and Bob Clifford, Department of Transportation representative. Staff members present were: Garth Collier, County Attorney; Dennis Dix, MPO Coordinator; Larry Jennings, Interim County Administrator; Hugh Pascoe, MPO Planning Advisor; and Jenine Wimer, Secretary.

City of Brooksville Mayor David Pugh, Jr., was not present.

The meeting was called to order at 1:30 p.m. by Chairman Russell, followed by the Pledge of Allegiance.

MPO – Agenda – Approval of Agenda

The Agenda for February 26, 2008, was submitted for approval.

Comm. Kingsley noted that he had received a letter from the Pinellas County MPO requesting support of House Bill 89 and Senate Bill 154 which reflected their proposal to address pedestrian safety in the state by requiring a vehicle to stop, rather than yield, for a pedestrian in a crosswalk that was signalized or appropriately signed.

Chairman Russell stated that he would accept a Motion.

Motion

Comm. Rocco so moved; seconded by Comm. Kingsley and carried 4-0.

MPO – Officers – Election of Officers for 2008/Approval of Liaison Appointments

Chairman

Chairman Russell opened nominations for the 2008 Chairman.

Motion

Comm. Stabins moved that Chairman Russell serve again as MPO Chairman; seconded by Comm. Rocco and carried 4-0.

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eth 5/5/08 ✓

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METROPOLITAN PLANNING ORGANIZATION BOARD

HERNANDO COUNTY

MARCH 25, 2008

The Metropolitan Planning Organization Board met in Regular Session in the John Law Ayers Room, Government Center, Brooksville, Florida, on Tuesday, March 25, 2008, at 10:25 a.m. Members present were: David D. Russell, Jr., Chairman; Christopher A. Kingsley, Vice Chairman; and Rose Rocco; Diane B. Rowden and Jeff Stabins, Commissioners. Staff members present were: Garth Collier, County Attorney; Dennis Dix, MPO Coordinator; David Hamilton, County Administrator; Larry Jennings, Deputy County Administrator; and Tina Martinson, Secretary.

City of Brooksville representative David Pugh, Jr., was not present at the meeting.

The meeting was called to order at 10:25 a.m. by Chairman Russell.

MPO – Agenda – Approval of Agenda

There were no changes to the Agenda for March 25, 2008.

Chairman Russell stated that he would accept a Motion for approval of the Agenda as presented.

Motion

Comm. Stabins so moved; seconded by Comm. Rocco and carried 4-0.

Mass Transit – The Hernando Express Bus – Approval of Consultant Scope of Services to Perform 2008 On-Board Transit Survey

MPO Coordinator Dennis Dix reviewed that in order to better assess the impacts of potential modifications to the service delivery system of fixed-route transit, it was recommended that the County acquire current demographic and travel behavior data on the users of The Hernando Express (THE) Bus. Originally, the survey was to be performed with the assistance of off-duty transit drivers; however, Trans-Hernando, the system operator, had indicated that a shortage of drivers rendered this approach unfeasible at present.

To facilitate the project's completion, Tindale-Oliver and Associates, Inc., (TOA) the MPO's general planning consultant, was requested to assist. TOA would develop and manage the on-board survey to

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ctn 5/5/08 ✓*

**MINUTES – WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD
OF DIRECTORS MEETING, MARCH 19, 2008**

DATE: March 19, 2008
TIME: 4:30 p.m.
PLACE: City of Inverness Government Center
Council Chambers
212 W. Main Street
Inverness, FL 34450

MEMBERS PRESENT

Joyce Valentino, Citrus County Commissioner
Dennis Damato, Citrus County Commissioner
Gary Bartell, Citrus County Commissioner
Rose Rocco, Hernando County Commissioner
Richard Hoffman, Sumter County Commissioner
Phillip Price, Crystal River City Councilman
Diane Rowden, Hernando County Commissioner
Randy Mask, Sumter County Commissioner

MEMBERS ABSENT

Dale Swain, Bushnell City Councilman
Joe Bernardini, Brooksville City Councilman
Kent Guinn, Ocala City Councilman
Daniel Owen, Ocala City Councilman
David Russell, Hernando County Commissioner
Christopher Kingsley, Hernando County Commissioner

OTHERS PRESENT

Jack Sullivan, Executive Director
Larry Haag, WRWSA Attorney
Barbara Sullivan, Recording Secretary
Joseph Stapf, Hernando County Utilities Director
David Hamilton, Hernando County Administrator
Peter Rocco, Hernando County
Brian Armstrong, SWFWMD
Miki Renner, SWFWMD
Jimmy Brooks, SWFWMD
Troy Kuphal, Marion County Water Manager
Rolly Sauls, Marion County Water Resources Project Manager
Andy Neff, Marion County Utilities Director
Stan McClain, Marion County Commissioner
Al Grubman, TOO FAR.
Pete Hubbell, Water Resources Associates

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ctr 5/5/08 ✓
R

**WITHLACOOCHEE REGIONAL PLANNING COUNCIL
BOARD OF DIRECTORS MEETING**

DATE: March 20, 2008
TIME: 7:00 P.M.
PLACE: Withlacoochee Regional Planning Council
1241 S. W. 10th Street
Ocala, FL 34471-0323

MEMBERS PRESENT:

Dennis Damato, Citrus County Commissioner
Linda Powers, Citrus County Governor's Appointee
Rose Rocco, Hernando County Commissioner
Joe Johnston, III, Hernando County Governor's Appointee
Nancy Bell, Levy County Commissioner
Danny Stevens, Levy County Commissioner
Eugene Trimpert, Levy County Governor's Appointee
Wilma Loar, Marion County Municipal Representative
Barbara Fitos, Marion County Commissioner
Andy Kesselring, Marion County Commissioner
Martha Hanson, Marion County Governor's Appointee
Edward Kelly, Marion County Governor's Appointee
Ronald Allen, Sumter County Municipal Representative
Richard Hoffman, Sumter County Commissioner
Ed Nowe, Sumter County Governor's Appointee

MEMBERS ABSENT:

Ken Hinkle, Citrus County Municipal Representative
Vicki Phillips, Citrus County Commissioner
Joyce Valentino, Citrus County Commissioner
Thomas Franklin, Citrus County Governor's Appointee
Richard Wesch, Citrus County Governor's Appointee
David Pugh, Hernando County Municipal Representative
Jeff Stabins, Hernando County Commissioner
Dave Russell, Hernando County Commissioner
Buddy "Walter" Selph, Hernando County Governor's Appointee
Steve Holcomb, Levy County Municipal Representative
Stan McClain, Marion County Commissioner
Charlie Stone, Marion County Commissioner
Ed Abshier, Marion County Governor's Appointee
Mary Sue Rich, City of Ocala Municipal Representative
Garry Breeden, Sumter County Commissioner
Richard S. Owen, Non-Voting Ex-Officio Member representing SWFWMD

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**HERNANDO COUNTY TOURIST DEVELOPMENT MEETING
MARCH 27, 2008**

The Hernando County Tourist Development Council meeting was held on Thursday, March 27, 2008 at 3:15 p.m. in the Garden Room at the Best Western Resort, 30307 Cortez Blvd., Spring Hill, Florida 34602. The meeting had been advertised and the public was invited to attend. The following is an attendance record and summary of discussions that took place at the meeting.

MEMBERS PRESENT:

Bobbi Mills, Chairperson
Jan Knowles, Vice Chairperson
Richard Lewis, 2nd Vice Chairperson
Joseph Giarratana
Therese White
Joel Hernandez

STAFF:

Susan Rupe, Director
Carole Knudson, Information Specialist

OTHERS ATTENDING:

Steve Diez, H.C. Planning Dept.
Mike McHugh, Business Development
Diane Bedard, TravelHost Magazine

ABSENT:

Christopher Kingsley

CALL TO ORDER: Chairperson Bobbi Mills called the meeting to order at 3:15 p.m. on March 27, 2008 with the required quorum of members present.

APPROVAL OF MINUTES: Chairperson Mills called for approval of the minutes of the February 28, 2007 meeting.

MOTION: Richard Lewis **made the motion to approve the minutes of the February 28, 2007. Motion seconded by Jan Knowles. No discussion or corrections. Motion passed 6 – 0.**

MONTHLY REPORTS – Susan Rupe, Director

TOURIST TAX REPORT:

The Tax Report is for the tax collections for the month of January 2007. The Clerk of Circuit Court reported that tax collected totaled \$39,401.17. The total distributed to the TDC was \$38,219.13. A copy of the report was included with the TDC meeting packages and is hereby made a part of the official minutes. Sue reported that the tourism tax collection was down 7.5% compared to the same period a year ago. There was no discussion by Council members and the report was accepted as presented. Sue also stated that Tourism will be watching the numbers as two new establishments (hotels) due to open, and what effect they might have – certainly to bring more people off the highway but that may take away from some other area and balance out.

FINANCIAL REPORT:

The Finance Report for January 2007 was presented. Year-to-date revenues totaled \$172,165.70. Year-to-date expenditures were \$165,328.05, leaving a total of \$6,737.68. Cash balance forward totals \$416,201.00, with an overall balance of \$422,938.68. Chairperson Mills pointed out the chart of monthly comparisons and that the downturn is not the fault of Hernando County, but due to the whole industry that has gone down. Sue explained that the trends are closer-to-home travel for long weekends, and that we're looking forward to the kick-off of the new website where we can promote weekend specials and local advertising to help people see that Hernando County is a destination. There was no discussion by Council members and the report was accepted as presented.

ACTIVITY REPORT:

Sue Rupe noted that the Activity Report was included in the meeting packages. A copy of the report will be attached as part of the official minutes. In review, Sue noted again that we won the First Place at the State Fair, won the bid for the Florida Dixie Youth League State Championship. Sue reported that over 22,000 people viewed the World War II exhibit (November 2007 through January 2008) at the Government Center. Sue also noted that we had visitors at the Welcome Center from 38 states.

Therese White stated that we really need to focus on the 4-hour drive market and direct marketing to get those people here ... the "one tank of gas" travelers. Therese also inquired if Hernando County advertises on the

*per record
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