

**CITY OF BROOKSVILLE  
REGULAR CITY COUNCIL MEETING  
COUNCIL C HAMBERS  
201 HOWELL AVENUE  
BROOKSVILLE, FL 34601**

**AGENDA**

July 19, 2010

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. Margaret R. Ghiotto Beautification Award - Commercial Award**

Recognition of improvements to the South Brooksville Community Office Sub-Station, owned by Hernando County Board of County Commissioners and located at 601 E. Dr. Martin Luther King, Jr. Boulevard.

Presentation: Sally Sperling, Beautification Board Chair and Mayor

Attachments: Letters from Beautification Board Chair dated 06/09/10; Award Certificates

**2. First Annual Florida Blueberry Festival**

Presentation of a Conceptual Plan for the proposed Florida Blueberry Festival to be held annually in May beginning in 2012.

Presentation: Ms. Michael Heard, Chairperson

Attachments: Conceptual Plan dated 06/27/10

**3. Digital Flood Insurance Rate Map (DFIRM) Update**

Brief update and PowerPoint presentation of where the project is at with the modification of the map.

Presentation: Director of Community Development

Attachments: None

**D. CITIZENS INPUT**

**E. CONSENT AGENDA**

**1. Purchase of Vehicles**

Consideration of the purchase of trucks for Public Works, Parks and Code Enforcement via the Florida Sheriffs Association, Association of Counties and Fire Chiefs Association Bid List from the vehicle replacement fund.

**REGULAR COUNCIL MEETING AGENDA - July 19, 2010**

- a) Code Enforcement vehicle purchase not to exceed \$15,169 with surplus of the 1998 Chevrolet Lumina via the Hernando County Auction process.
  - b) Parks & Recreation vehicle purchases not to exceed \$37,359 with surplus of truck 206, 1991 Ford F350 via the Hernando County Auction process.
  - c) Public Works vehicle purchase not to exceed \$23,128 with surplus of truck 643, 1996 Ford F250 via the Hernando County Auction process.
2. **Appalachian Material Services, Inc. (AMS) Sludge Hauling Agreement**  
Consideration of 1-year extension of agreement for Pick up, Transportation and legal disposal of domestic sewage sludge from the Cobb Road Water Reclamation Facility.
3. **Sole Source Purchase of iRecord Audio and Video Recording System**  
Consideration of sole source purchase of system for the Police Department interview room for the not-to-exceed amount of \$33,427 from fund 109. \$21,908 will be paid for by the JAGC-HERN-2-4X-048 grant.
4. **Mowing Services Bid No. SD2010-03 Award**  
Consideration of award for DPW Utility Sites and Code Enforcement categories only to Ultimate Lawn Care of Ocala and authorize the Mayor to sign the agreement after Legal Counsel review.
5. **Walk-behind Mower Purchase – Park/Facilities and Streets**  
Consideration of purchase of three (3) Gravely GR 1332FX walk-behind mowers, model number 988143, in the amount not to exceed \$7,041.06 and approve the FY09/10 Budget Amendment.
6. **Florida Junior Golf Council Grant Agreement**  
Consideration of approval of Grant through the Florida Junior Golf Council with the hopes of securing funds to implement the First Tee National School Program in all 12 elementary schools in Hernando County.
7. **Energy Systems Group (ESG)**  
Approval for Audit Agreement allowing ESG to move forward with formal audit.

**CONSENT AGENDA APPROVAL (√)**

|                 |   |
|-----------------|---|
| Recommendation: | Approval of Consent Agenda  |
| Action:         | Motion to Approve   |
| Attachments:    | 1) Memo from Director of Community Development dated 06/28/10, Memo from Director of Parks, Facilities & Recreation dated 06/28/10, and Memo from Director of Public Works dated 07/06/10; 2) Memo from Director of Public Works dated 07/06/10, Letter from AMS dated 03/11/10, Agreement 3) Memo from Chief of Police dated 07/19/10, Letter from iRecord dated |

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01/29/10, Notice; 4) Memo from Director of Public Works dated 07/06/10, Bid Proposal; 5) Memo from Director of Parks, Facilities & Recreation dated 07/07/10, Price Quote; 6) Memo from Director of Parks, Facilities & Recreation dated 07/08/10, Proposed Application and Agreement; 7) Memo from City Manager dated 07/15/10, Proposed Audit Agreement

F. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. **Ordinance No. 809 - Utilities Deposit Refund**

Consideration of ordinance authorizing the refund of meter deposits for residential customer accounts with a good credit history.

**[First Reading 06/21/10]**

a) **Resolution No. 2010-10 - Utilities Deposit Refund Procedure**

Consideration of resolution outlining the new policies that will implement key provisions for the refund of meter deposits for residential customer accounts with a good credit history.

Presentation: Steve Baumgartner, Director of Finance  
Recommendation: Approval of **Second Reading** of Ordinance No. 809 and Resolution No. 2010-10 upon roll call vote  
Attachments: Memo from Director of Public Works and Director of Finance dated 07/19/10, Proposed Ordinance; Proposed Resolution

2. **Ordinance No. 810 – Elections Code Amendment - Qualifying**

Consideration of ordinance replacing emergency ordinance amending the City’s Election Code Section 30-5.

**[First Reading 06/21/10]**

Presentation: City Attorney  
Recommendation: Approval of **Second Reading** of Ordinance No. 810 upon roll call vote  
Attachments: Memo from City Attorney dated 07/19/10; Proposed Ordinance

**REGULAR COUNCIL MEETING AGENDA - July 19, 2010**

**3. Ordinance No. 811 – Moratorium for Pain Clinics**

Consideration of ordinance establishing a moratorium on pain clinics to allow staff time to review the matter and make further recommendations to Council as to specific amendments or modifications to the City's Land Development Code.

**[First Reading 06/21/10]**

Presentation: City Attorney  
Recommendation: Approval of **Second Reading** of Ordinance No. 811 upon roll call vote  
Attachments: Memo from City Attorney dated 07/19/10; Proposed Ordinance

**4. CDBG Grant Application**

**a) Fair Housing Public Hearing**

Public hearing to provide citizens an opportunity to comment on the application to the Florida Department of Community Affairs under the Neighborhood Revitalization category in the amount of \$750,000.

**b) Resolution No. 2010-11**

Consideration of resolution authorizing submission of the grant application.

Presentation: Director of Community Development  
Recommendation: Approval of Resolution No. 2010-11 upon roll call vote  
Attachments: Memo from Director of Community Development dated 07/06/10; Construction and Engineering Estimate; Map of Proposed Water, Hydrants and Sidewalks; CDBG Citizens Advisory Task Force Meeting Agendas and Minutes; Notice of Second Public Hearing; Fair Housing Public Information Meeting Notice; Proposed Resolution

**G. REGULAR AGENDA**

**1. Red Light Camera Program Discussion**

Discussion and PowerPoint presentation of Red Light Camera Program.

Presentation: Chief of Police  
Recommendation: Direction to Staff  
Attachments: None

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**2. Resolution No. 2010-12 Election Qualifying Ratification**

Consideration of Resolution ratifying the results of the qualifying period and the referendum question included on the Primary Election Ballot.

Presentation: City Clerk  
Recommendation: Approval of Resolution upon roll call vote  
Attachments: Memo from City Clerk dated 07/19/10;  
Proposed Resolution; Certificates of  
Election

**3. Adoption of Current Year Proposed Millage rate for FY2010/11 Budget**

Announcement of rolled-back rate of 7.0202, set Tentative Millage Rate for Fiscal Year 2010/11 at 8.000 mills and establish first budget hearing for Wednesday, September 8, 2010, at 6:00 p.m.

Presentation: Finance Director  
Recommendation: Announce roll-back rate, set tentative  
Millage Rate and first budget hearing  
Attachments: Memo from Director of Finance dated  
07/14/10

**4. Foreclosure of Liens**

Consideration of foreclosure of Lien for unpaid property maintenance costs for the following properties:

- a) 606 Harar Avenue
- b) 409 Cook Avenue

Presentation: City Attorney  
Recommendation: Approval or Direction to Staff  
Attachments: Memo from City Attorney dated 07/13/10;  
Copy of Liens; Location Maps

**5. Ordinance No. 754-D – Firefighters’ Retirement Trust Fund Amendments**

Consideration of approval of ordinance amending Sections 4 and 5 of the City of Brooksville Firefighters’ Retirement Trust Fund.

Presentation: Fire Chief  
Recommendation: Approval of **First Reading** of Ordinance  
No. 754-D upon roll call vote and schedule  
second reading for 08/02/10  
Attachments: Memo from Fire Chief dated 07/19/10;  
Proposed Ordinance; Letter from Board  
Attorney dated 06/04/10; Actuarial  
Statement

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- H. CITIZEN INPUT
- I. ITEMS BY COUNCIL
- J. ADJOURNMENT

CORRESPONDENCE TO NOTE

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

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

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# City of Brooksville



AGENDA ITEM NO. *C-1*

352.540.3810 Phone *7/19/10*

352.544.5424 Fax

June 9, 2010

Hernando County Board of County Commissioners  
20 N. Main Street, Room 460  
Brooksville, FL 34601

Dear Honorable Chair and Commissioners:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your property located at 601 E. Dr. M L King Jr. Boulevard - South Brooksville Community Office sub-station.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the next regular City Council Meeting to be held Monday, July 19, 2010 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please contact Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, July 2, 2010 by 5:00 p.m. if you will or will not be able to attend this meeting to accept your award. If you have any further questions or concerns, please contact Ms. Morgan at (352) 540-3856 or email at [lmorgan@cityofbrooksville.us](mailto:lmorgan@cityofbrooksville.us).

We extend our appreciation for your outstanding efforts in improving and beautifying not only your property but the City of Brooksville.

Sincerely,

Sally Sperling, Chairman  
Beautification Board

cc: Janice Peters, City Clerk

*Margaret R. Ghetto*



# CERTIFICATE OF RECOGNITION

*City Council and the Beautification Board for the City of Brooksville, Florida  
recognize and honor the named recipient for improvements and beautification to  
their property located within the City*

*Hernando County  
South Brooksville Community Office Sub-Station*

*601 E. Dr. Martin Luther King Jr. Boulevard*

*Presented this 19th day of July, 2010*

*Lara Brubaker*

*Mayor*

*[Signature]*

*City Clerk*



June 9, 2010

Hernando County Sheriff's Office  
Sheriff Richard B. Nugent  
18900 Cortez Boulevard  
Brooksville, FL 34601

Dear Sheriff Nugent:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your property located at 601 E. Dr. M L King Jr. Boulevard - South Brooksville Community Office sub-station.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the next regular City Council Meeting to be held Monday, July 19, 2010 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please contact Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, July 2, 2010 by 5:00 p.m. if you will or will not be able to attend this meeting to accept your award. If you have any further questions or concerns, please contact Ms. Morgan at (352) 540-3856 or email at [lmorgan@cityofbrooksville.us](mailto:lmorgan@cityofbrooksville.us).

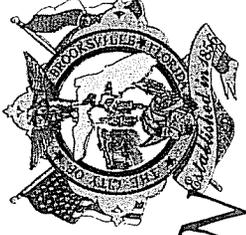
We extend our appreciation for your outstanding efforts in improving and beautifying not only your property but the City of Brooksville.

Sincerely,

Sally Sperling, Chairman  
Beautification Board

cc: Janice Peters, City Clerk

Margaret R. Ghiotto



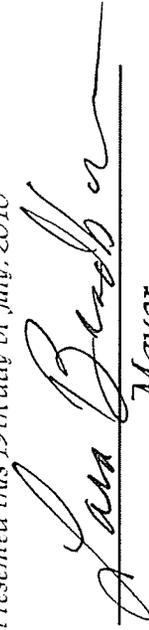
# CERTIFICATE OF RECOGNITION

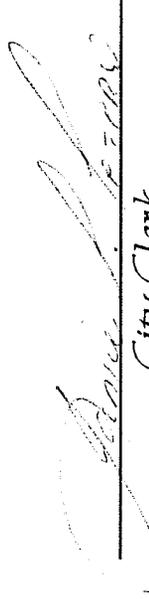
City Council and the Beautification Board for the City of Brooksville, Florida recognize and honor the named recipient for improvements and beautification to their property located within the City

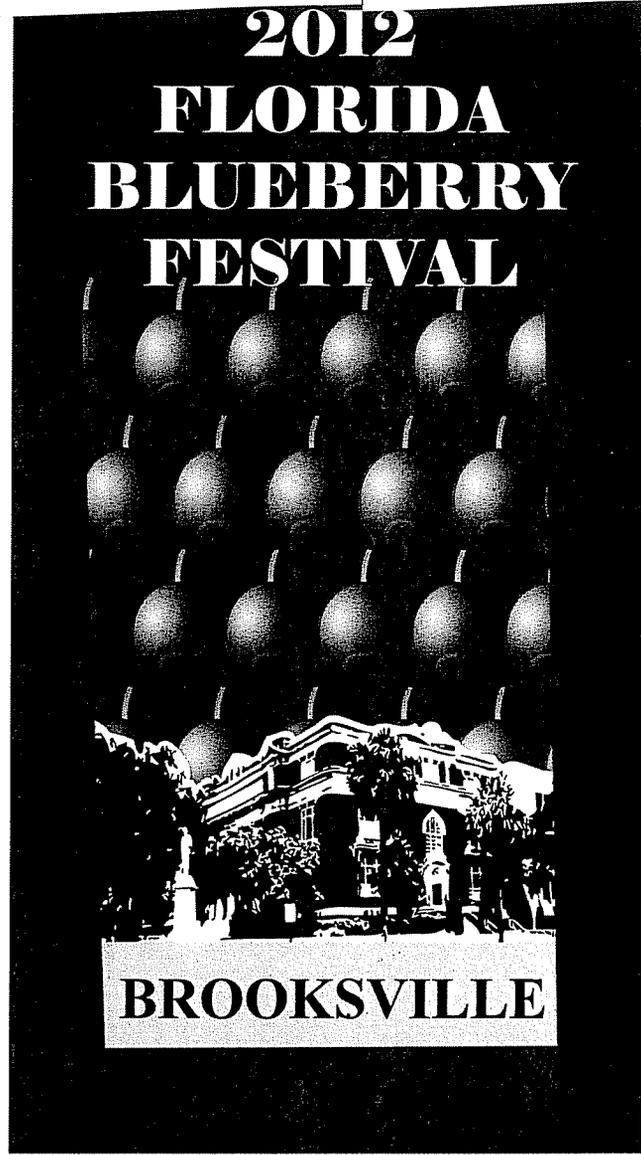
Hernando County  
South Brooksville Community Office Sub-Station

601 E. Dr. Martin Luther King Jr. Boulevard

Presented this 19th day of July, 2010

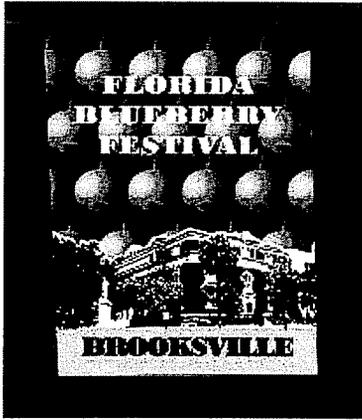
  
Mayor

  
City Clerk



**2011-2012  
FIRST ANNUAL  
FLORIDA BLUEBERRY FESTIVAL  
CONCEPTUAL PLAN**

PREPARED BY:  
FBF MARKETING & EVENT COMMITTEE



**FIRST ANNUAL  
FLORIDA BLUEBERRY FESTIVAL  
2011-2012**

The purpose of this document is to provide a conceptual plan for the proposed first annual Florida Blueberry Festival to be held May 2012. This document will be revised and redistributed as changes arise in order to provide clarity for all festival; chairs, sponsors and volunteers.

**I. General**

2. Contact Information
3. Mission Statement
4. Organizational Chart
5. Overview
6. Event Timeline
7. Goals, Strategies and Activities
8. Marketing Plan Outline
9. Projected Fee/Quantity/Participation/ Color Key
10. Projected Revenue Stream
11. Projected Expense Items
12. Summary

**II. Support Data**

13. Current Statistical Data
21. Appendix

## Contact Information

|                       |  |
|-----------------------|--|
| Organization Name:    | Florida Blueberry Festival   |
| Festival Coordinator: | Michael Heard  |
| Event Chairpersons:   | Michael Fitzgerald<br>Ms. Michael Heard<br>Mark Counihan   |
| Address:              |  |
| Phone:                | Fitzgerald 352-238-5389<br>Heard 941-730-8748<br>Counihan 352-279-4035   |
| Fax:                  | 352-754-5101   |
| Email:                | <a href="mailto:mgfitz@tampabay.rr.com">mgfitz@tampabay.rr.com</a><br><a href="mailto:mheard3@tampabay.rr.com">mheard3@tampabay.rr.com</a><br><a href="mailto:mark@gl109.com">mark@gl109.com</a> |
| Website:              | <a href="http://www.FloridaBlueberryFestival.org">www.FloridaBlueberryFestival.org</a>   |

## Event & Marketing Committee Members:

Ms. Michael Heard - Chairperson

Dawn Angier

Sue Dougherty

Penny Erick

Rhonda Hancock

Lindsey Morgan

Sue Rupe

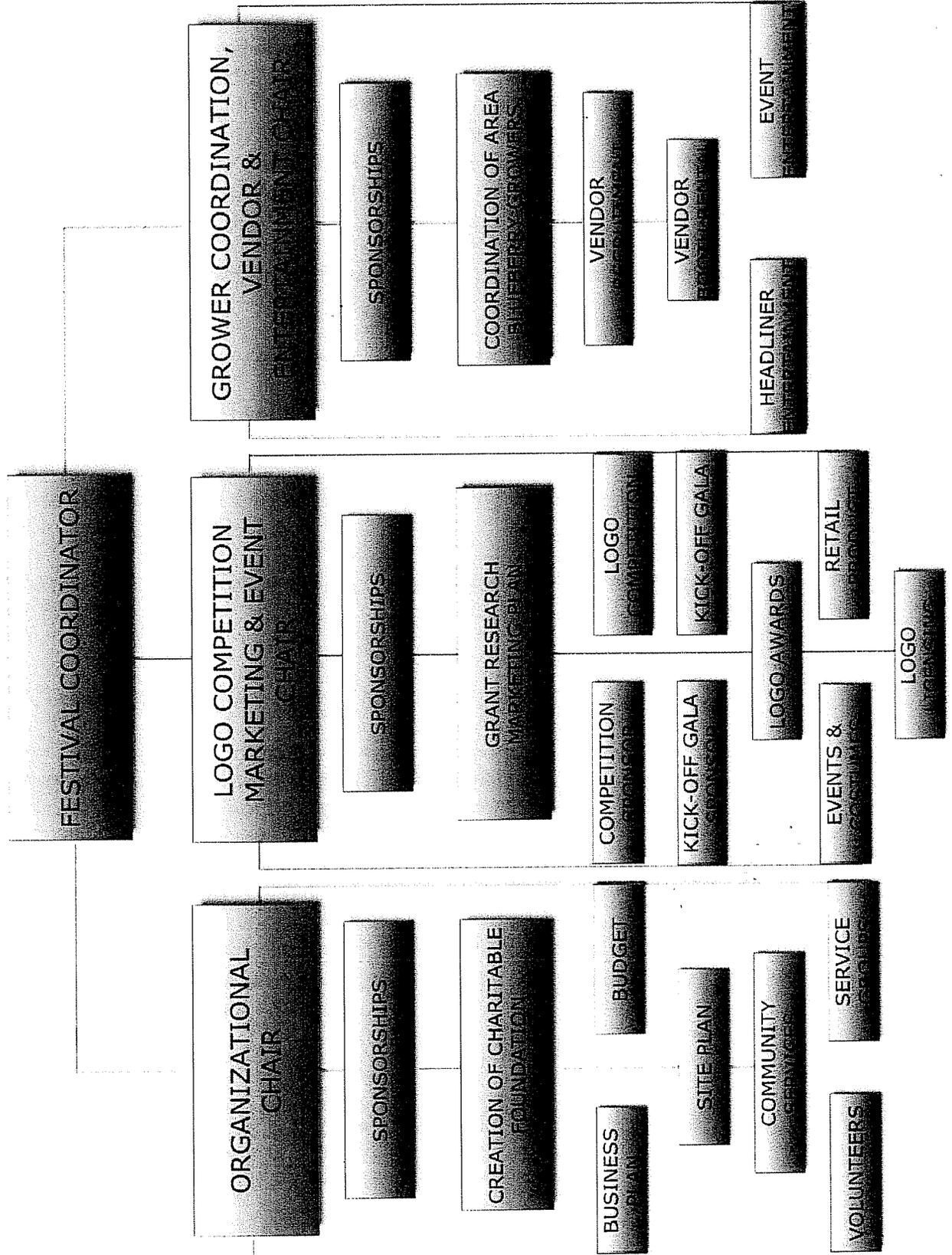
Dr. Stacy Strickland

Dr. Dennis Wilfong

**Mission:**

The mission of the Florida Blueberry Festival is to promote and cultivate the revitalization of Brooksville—Hernando County’s seat. The pursuit of this mission is to unify Hernando County’s urban and rural population along with business and service communities; to encourage economic growth and agricultural awareness for the benefit of all.

# 2011-2012 Florida Blueberry Festival Org Chart



## **Overview:**

A committee of Hernando County's Citizens has come together to help stimulate our local economy through a festival activity. It is their intent to not only help unify our local communities (Aripeka, Brooksville, Hernando Beach, Istachatta, Masaryktown, Springhill, Ridge Manor and Weeki Wachee) but also help to revitalize our city, the county seat. It is the committee's hope to assist in re-energizing "The City of Brooksville" as Hernando County's hub for citizens and businesses alike throughout the county. It is also the committee's intent to foster agricultural awareness of Florida's blueberry industry as well as educational opportunities and research funds.

\* The first Annual Florida Blueberry Festival planning and execution timeline:  
Current – May 2012

Florida's Blueberry Festival three-phase plan will be as follows:

\*\* **Phase 1:** Development and implementation of a nationwide competition inviting students enrolled in visual art and art-related fields of study to participate with a minimal entry fee. The competition requires eligible participants to design "The Florida Blueberry Festival" logo. Entry fees generated will cover the awards and initial funding for the festival. The contest will offer \$10,000.00 in awards.

Award breakdown will be as follows: First Place \$5,000.00, Second Place \$3,500.00, Honorable Mention \$1,500.00.

\* **Phase 2:** A Gala Kick-off invitation-only fundraiser: event date May 7, 2011

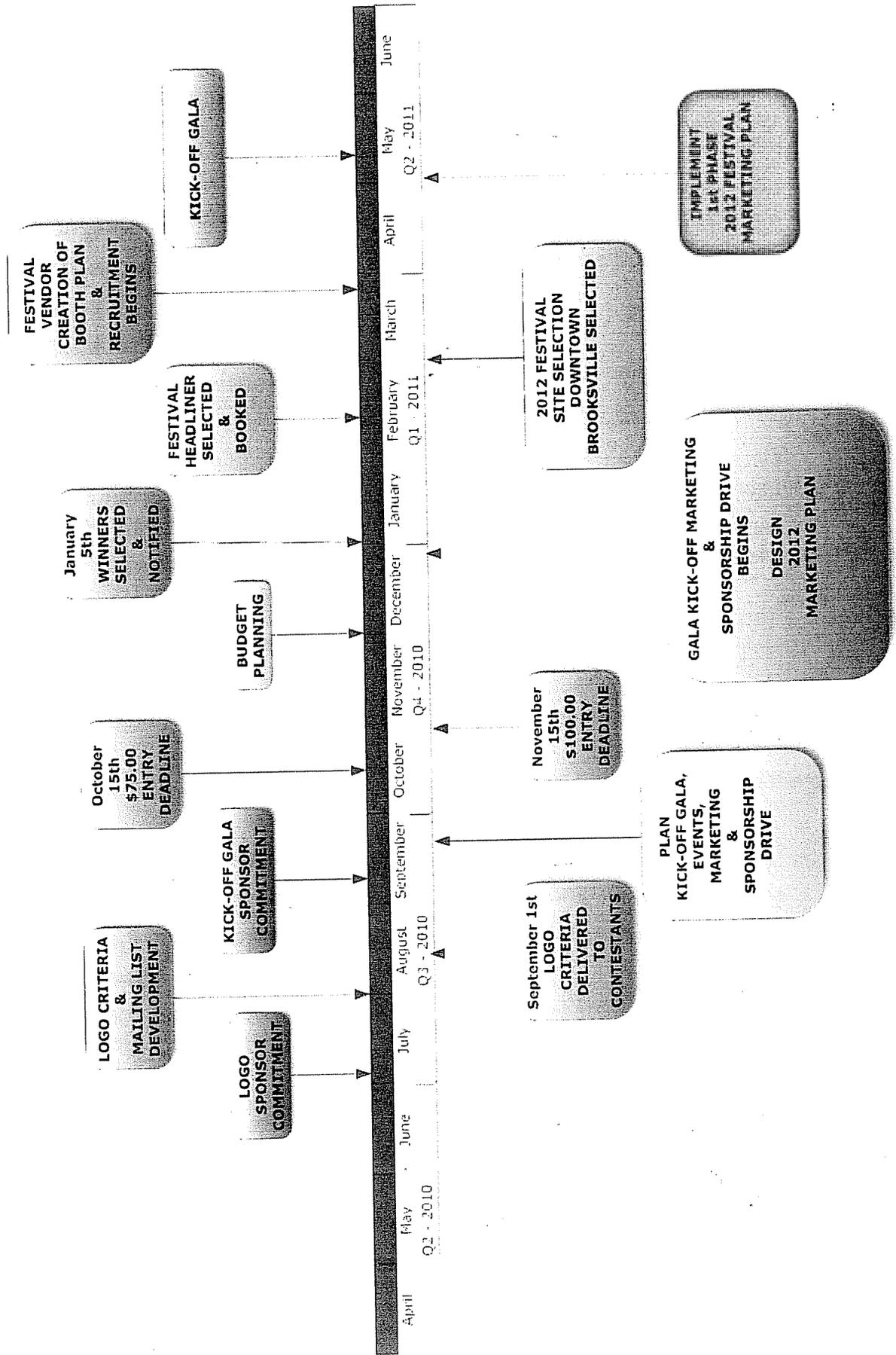
The purpose of the gala is to identify and seek sponsors, advocates and volunteers. The gala will also create another revenue source. This event will include presentations honoring the first-place winner and sponsors whom have already committed to supporting the festival.

\* **Phase 3:** The 3-day Florida Blueberry Festival; event dates May 1 through May 3, 2012, hours yet to be determined. Friday evening will kick off the weekend events with a pageant and float parade involving area high schools. Saturday will offer headliner talent, street vendors, street entertainment and events that will include contests. Sunday's event venue will duplicate Saturday's schedule with minor changes.

\* Detailed timeline to follow

\*\* A commitment from logo competition sponsor or sponsors to insure any shortfall of funds not accumulated during Phase 1.

# 2011-2012 Florida Blueberry Festival Timeline Phase 1



## **Goals, Strategies and Activities:**

### **Goals:**

- Raise awareness of Florida's blueberry industry
- Create educational opportunities in blueberry agricultural studies
- Support educational research for the blueberry industry
- Unification of Hernando County communities
- Assist in re-energizing The City of Brooksville as Hernando's hub
- Economic infusion to the community at large
- Support local service clubs
- Establish the Florida Blueberry Festival as an annual event

### **Strategies and Activities:**

- Identify national art institutions and college programs which specialize in visual arts for competition penetration
- Create and deliver an enticing competition package to challenge candidates to participate
- Identify stakeholders and advocates
- Seek sponsors to underwrite specific activities and events
- Identify and apply for state and federal grant funds
- Seek individuals with marketing, journalism, graphic and internet skill sets for additional volunteers
- Identify target audience; once identified, offer and coordinate events to suit the target market
- Create a marketing plan to target festival audiences and vendors
- Offer local businesses the opportunity to supply goods and services
- Maximize event income by layering retail sales and event gate fees
- Identify and evaluate all potential liabilities
- Create a comprehensive instructional account of the event for future committee chairpersons and/or directors

## Marketing Plan Outline:

### Florida Blueberry Festival

- Allocate 10% of entire festival budget to marketing
- Set timeline guide to follow
- Identify potential audience
- Assess the brand perception
- Examine strengths and weaknesses, opportunities and threats
- Set measurable goals and objectives
- Identify which marketing activity is best
  - ✚ Media buys should be specific and selective; by target
  - ✚ Plan out media buys in advance
  - ✚ Flyers, posters, print advertising, on-line banner advertising
  - ✚ Co-operative advertising
  - ✚ Social Media (Twitter, Facebook)
  - ✚ Develop website
    - ✓ Procure (SEO) Search Engine Optimization
  - ✚ E-newsletters
  - ✚ Blogs
  - ✚ Press releases and PSA
  - ✚ Mutual beneficial partnerships with businesses to promote the event
- Maximize free publicity
  - ✚ Tourism publications
  - ✚ Tourism billboards
  - ✚ Interviews on local television and radio stations
- Measure results
  - ✚ Festival surveys
    - ✓ Use draw ballots to collect demographics
    - ✓ Create e-mail database with newsletter updates
    - ✓ Create online draws and contests to capture online demographics
    - ✓ Install Google Analytics on website to track traffic sources

**Projected Fees/Quantity/Revenue/Color Key**

| <b>Event Revenue</b>   | <b>Fees/<br/>Quantity</b> | <b>Participation</b> | <b>Totals</b> |
|--|---------------------------|----------------------|---------------|
| <b>Logo Competition</b><br>(National student enrollment approx. 800,000) | \$75.00                   | 1500                 | \$112,500.00  |
| <b>Gala Kick-Off</b>   | \$100.00                  | 200                  | \$20,000.00   |
| <b>Parking Gate</b>  | \$5.00                    | 15,000               | \$75,000.00   |
| <b>Event Gate</b>  | \$7.50                    | 20,000               | \$150,000.00  |
| <b>Vendor Space Rentals</b><br>(2-day booth rental)                      | 150                       | \$350.00             | \$52,500.00   |
| <b>Corporate Sponsors</b>  | 30                        | \$1000.00            | \$30,000.00   |
| <b>Individual Sponsor</b>  | 1000                      | \$100.00             | \$100,000.00  |
| <b>Logo Competition Underwriter</b>                                      | 20,000.00                 | 1                    | 20,000.00     |
| <b>Special Event Sponsor Underwriter</b>                                 | \$10,000.00               | 3                    | \$30,000.00   |
| <b>Event Contests</b>  | 1000                      | \$10.00              | \$10,000.00   |
| <b>Retail Sales</b><br>(per visitor)                                     | \$6.00                    | 20,000               | \$120,000.00  |
| <b>Grant Funds</b>   | TBD                       | TBD                  | TBD           |
| <b>Total</b>   |                           |                      | \$720,000.00  |

Note: Above numbers established by other same-size Florida festivals in like categories.  
See: *Support Data Section*

**Projected Revenue Stream:**

| <b>Event Revenue</b>                      | <b>2010</b>  | <b>2011</b>  | <b>2012</b>  |
|---|--------------|--------------|--------------|
| <b>Logo Competition</b>                   | \$112,500.00 |              |              |
| <b>Gala Kick-Off</b>                      |              | \$20,000.00  |              |
| <b>Parking Gate</b>                       |              |              | \$75,000.00  |
| <b>Event Gate</b>                         |              |              | \$150,000.00 |
| <b>Vendor Space Rentals</b>               |              |              | \$ 52,500.00 |
| <b>Corporate Sponsors</b>                 | \$10,000.00  | \$20,000.00  |              |
| <b>Individual Sponsor</b>                 | \$ 50,000.00 | \$50,000.00  |              |
| <b>Logo Competition Underwriter</b>       | \$20,000.00  |              |              |
| <b>Special Event Sponsor Underwriters</b> | \$10,000.00  | \$20,000.00  |              |
| <b>Special Event Contests</b>             |              |              | \$10,000.00  |
| <b>Retail Sales</b>                       |              |              | \$120,000.00 |
| <b>Grant Fund</b>                         | TBD          | TBD          | TBD          |
| <b>Sub Totals</b>                         | \$202,500.00 | \$110,000.00 | \$457,500.00 |
| <b>Total</b>                              |              |              | \$720,000.00 |

**Projected Expense Items:**

| <b>Items</b>   | <b>2010</b> | <b>2011</b> | <b>2012</b> |
|--|-------------|-------------|-------------|
| <b>Organizational Fees</b>                                       | ✓           |             |             |
| <b>Logo Competition</b>  | ✓           |             |             |
| <b>Mailing List, Collateral &amp; Postage</b>                    | ✓           |             |             |
| <b>Website,<br/>Social Media Design and Service</b>              | ✓           | ✓           | ✓           |
| <b>Awards</b>  |             | ✓           |             |
| <b>Marketing</b>   | ✓           | ✓           | ✓           |
| <b>Gala Kick-Off/ Night Under the Stars</b>                      |             | ✓           |             |
| <b>Headliner/ Street Entertainment</b>                           |             | ✓           | ✓           |
| <b>Float Advances</b>  |             | ✓           |             |
| <b>Retail Market Travel Expense</b>                              |             | ✓           |             |
| <b>Retail Purchases</b>  |             | ✓           | ✓           |
| <b>Tent Rentals</b>  |             | ✓           | ✓           |
| <b>Event Production</b>  |             | ✓           |             |
| <b>Store Front Expense</b><br>(Rental deposits/clean-up/staging) |             | ✓           |             |
| <b>Service Group Fees</b>  |             |             | ✓           |
| <b>Audience Transportation</b>                                   |             |             | ✓           |
| <b>Professional Fees</b><br>(Banking/legal/accounting/IT)        | ✓           | ✓           | ✓           |
| <b>Insurance</b><br>(Liability/rain date/event)                  |             | ✓           | ✓           |
| <b>Miscellaneous</b><br>(Costumes/office supplies/postage/etc)   | ✓           | ✓           | ✓           |
| <b>Public Services</b><br>(Police/fire/EMS)                      |             | ✓           | ✓           |
| <b>Portable Restroom</b>   |             |             | ✓           |

Note: With the conclusion of the logo competition, a complete budget to be developed which will include: cash flow chart, projected expenses, profitably projection.

## Summary:

In summary, the Florida Blueberry Festival has the potential to be one of The Greater Tampa Bay Area's most successful events and Brooksville/Hernando County's largest event held to date. Since the inception of the event, great enthusiasm has circulated throughout the county. With all projects of this scope and magnitude, it is imperative that each element of the event is not only researched and planned; but also executed with precision to reach maximum market penetration and response.

To execute the plan laid out in the previous pages, it will take not only good leadership but diligent volunteers, supportive advocates and stakeholders willing to support and guide the way.

The committee leaders and members come from different sectors of the community at large and provide qualified skill sets to manage and direct our first annual festival. With good guidance, leadership and a strong volunteer base—, which has the desire to accomplish set goals—there is only one conclusion to draw: *We have a winning formula!*

## Support Data:

### Number of 2007-2008 undergraduates by major field of study:

|                                      |                  |
|--------------------------------------|------------------|
| <b>Visual and Performing Arts:</b>   | <b>805,324</b>   |
| <b>Communication and Journalism:</b> | <b>413,759</b>   |
| <b>Communications Technologies:</b>  | <b>50,591</b>    |
| <b>Total:</b>                        | <b>1,269,674</b> |

### Major Field of Study breakdown:

- Communication and communications technologies
- Communication, journalism, and related programs
- Communication studies/speech communication and rhetoric
  - Mass communication/media studies
  - Communication and media studies, other
- Journalism
  - Broadcast journalism
  - Photojournalism
  - Journalism, other
- Radio and television
- Digital communication and media/multimedia
- Radio, television, and digital communication, other
- Organizational communication, general
- Public relations/image management
- Advertising
- Political communication
- Health communication
- Public relations, advertising and applied communication, other
- Publishing
- Communication, journalism, and related programs, other
  
- Communications technologies/technicians and support services
  - Communications technology/technician
  - Photographic and film/video technology/technician and assistant
  - Radio and television broadcasting technology/technician
  - Recording arts technology/technician
  - Audiovisual communications technologies/technicians, other
  - Graphic communications, general
  - Printing management
  - Prepress/desktop publishing and digital imaging design
  - Animation/interactive technology/video graphics/special effects
  - Graphic and printing equipment operator, general production
  - Computer typography and composition equipment operator
  - Graphic communications, other
  - Communications technologies/technicians and support services, other

## Major Field of Study breakdown (cont'd):

Computer and information sciences and support services  
Web page, digital/multimedia and information resources design  
Computer graphics  
Web/multimedia management and webmaster  
Art teacher education

Visual and performing arts  
Visual and performing arts, general  
Crafts/craft design, folk art and artisan  
Design and visual communications, general  
Commercial and advertising art  
Industrial design  
Commercial photography  
Fashion/apparel design  
Interior design  
Graphic design  
Illustration  
Design and applied arts, other  
Film/cinema studies  
Cinematography and film/video production  
Photography  
Film/video and photographic arts, other  
Art/art studies, general  
Fine/studio arts, general  
Art history, criticism and conservation  
Arts management  
Drawing  
Inter media/multimedia  
Painting  
Sculpture  
Printmaking  
Ceramic arts and ceramics  
Fiber, textile and weaving arts  
Metal and jewelry arts  
Fine arts and art studies, other  
Visual and performing arts, other

Plan to market to current enrolled students in Arts programs. The following is a national study to quantify the number of students who achieved degrees in art-related fields of study:

| Discipline division  | Bachelor's degrees |                |                | Master's degrees |               |               | Doctor's degrees (Ph.D., Ed.D., etc.)\1 |              |              |
|--|--------------------|----------------|----------------|------------------|---------------|---------------|---|--------------|--------------|
|  | Total              | Males          | Females        | Total            | Males         | Females       | Total                                   | Males        | Females      |
|  | <b>436,737</b>     | <b>182,890</b> | <b>253,847</b> | <b>62,212</b>    | <b>29,310</b> | <b>32,902</b> | <b>4,937</b>                            | <b>2,706</b> | <b>2,231</b> |
| <b>All fields, total</b>                                       |                    |                |                |                  |               |               |   |              |              |
| Communication and communications technologies                  | 81,048             | 30,384         | 50,664         | 7,546            | 2,580         | 4,966         | 496                                     | 209          | 287          |
| Communication, journalism, and related programs                | 76,382             | 27,043         | 49,339         | 6,915            | 2,216         | 4,699         | 489                                     | 206          | 283          |
| Communication studies/speech communication and rhetoric        | 32,714             | 10,994         | 21,720         | 2,197            | 640           | 1,557         | 289                                     | 115          | 174          |
| Mass communication/media studies                               | 8,206              | 3,097          | 5,109          | 746              | 268           | 478           | 79                                      | 30           | 49           |
| Communication and media studies, other                         | 1,265              | 417            | 848            | 397              | 129           | 268           | 25                                      | 13           | 12           |
| Journalism   | 12,288             | 4,037          | 8,251          | 1,435            | 453           | 982           | 18                                      | 10           | 8            |
| Broadcast journalism   | 1,030              | 402            | 628            | 43               | 9             | 34            | 9                                       | 2            | 7            |
| Photojournalism  | 174                | 71             | 103            | 0                | 0             | 0             | 0                                       | 0            | 0            |
| Journalism, other  | 668                | 240            | 428            | 121              | 34            | 87            | 0                                       | 0            | 0            |
| Radio and television   | 5,830              | 3,309          | 2,521          | 304              | 140           | 164           | 17                                      | 7            | 10           |
| Digital communication and media/multimedia                     | 1,073              | 589            | 484            | 157              | 102           | 55            | 16                                      | 12           | 4            |
| Radio, television, and digital communication, other            | 395                | 225            | 170            | 3                | 2             | 1             | 0                                       | 0            | 0            |
| Organizational communication, general                          | 1,105              | 332            | 773            | 173              | 44            | 129           | 3                                       | 2            | 1            |
| Public relations/image management                              | 4,243              | 893            | 3,350          | 204              | 50            | 154           | 0                                       | 0            | 0            |
| Advertising  | 4,866              | 1,493          | 3,373          | 279              | 71            | 208           | 9                                       | 2            | 7            |
| Political communication  | 45                 | 19             | 26             | 0                | 0             | 0             | 0                                       | 0            | 0            |
| Health communication   | 12                 | 2              | 10             | 28               | 2             | 26            | 1                                       | 0            | 1            |
| Public relations, advertising and applied communication, other | 605                | 178            | 427            | 102              | 24            | 78            | 0                                       | 0            | 0            |
| Publishing   | 0                  | 0              | 0              | 122              | 23            | 99            | 0                                       | 0            | 0            |
| Communication, journalism, and related programs, other         | 1,863              | 745            | 1,118          | 604              | 225           | 379           | 23                                      | 13           | 10           |
| Communications technologies/technicians and support services   | 4,666              | 3,341          | 1,325          | 631              | 364           | 267           | 7                                       | 3            | 4            |
| Communications technology/technician                           | 68                 | 41             | 27             | 53               | 37            | 16            | 0                                       | 0            | 0            |

| Discipline division | Bachelor's degrees   |  |   | Master's degrees   |  |  | Doctor's degrees (Ph.D., Ed.D., etc.)\1\  |   |  |
|---------------------|--|--|---|--|--|--|---|---|--|
|                     | Total  | Males  | Females   | Total  | Males  | Females  | Total   | Males   | Females  |
|                     | Photographic and film/video technology/technician and assistant Radio and television broadcasting technology/technician Recording arts technology/technician Audiovisual communications technologies/technicians, other Graphic communications, general Printing management Prepress/desktop publishing and digital imaging design Animation/interactive technology/video graphics/special effects Graphic and printing equipment operator, general production Computer typography and composition equipment operator Graphic communications, other Communications technologies/technicians and support services, other Computer and information sciences and support services Web page, digital/multimedia and information resources design Computer graphics Web/multimedia management and webmaster Art teacher education Visual and performing arts Visual and performing arts, general Crafts/craft design, folk art and artisan Design and visual communications, general Commercial and advertising art | 41<br>588<br>442<br>245<br>188<br>112<br>45<br>2,599<br>76<br>0<br>37<br>203<br>38,476<br>927<br>1,342<br>2,799<br>1,450<br>87,703<br>1,832<br>129<br>2,691<br>2,042 | 22<br>347<br>371<br>213<br>79<br>63<br>24<br>1,993<br>39<br>0<br>20<br>119<br>31,694<br>632<br>1,065<br>2,208<br>215<br>33,862<br>726<br>32<br>1,079<br>825 | 19<br>241<br>71<br>32<br>109<br>49<br>21<br>606<br>37<br>0<br>17<br>84<br>6,782<br>295<br>277<br>591<br>1,235<br>53,841<br>1,106<br>97<br>1,612<br>1,217 | 0<br>267<br>14<br>0<br>9<br>18<br>0<br>215<br>0<br>0<br>0<br>55<br>17,087<br>32<br>136<br>0<br>1,005<br>14,164<br>118<br>7<br>236<br>179 | 0<br>119<br>11<br>0<br>5<br>6<br>0<br>150<br>0<br>0<br>0<br>36<br>12,513<br>16<br>74<br>0<br>181<br>5,998<br>44<br>2<br>81<br>82 | 0<br>148<br>3<br>0<br>4<br>12<br>0<br>65<br>0<br>0<br>0<br>19<br>4,574<br>16<br>62<br>0<br>824<br>8,166<br>74<br>5<br>155<br>97 | 0<br>7<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>1,698<br>0<br>3<br>0<br>39<br>1,453<br>5<br>0<br>2<br>0<br>0 | 0<br>3<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>1,323<br>0<br>1<br>0<br>7<br>675<br>2<br>0<br>0<br>0<br>0 |

| Discipline division                      | Bachelor's degrees |       |         | Master's degrees |       |         | Doctor's degrees (Ph.D., Ed.D., etc.)\1 |       |         |
|--|--------------------|-------|---------|------------------|-------|---------|---|-------|---------|
|  | Total              | Males | Females | Total            | Males | Females | Total                                   | Males | Females |
|  | Industrial design  | 1,395 | 884     | 511              | 113   | 58      | 55                                      | 0     | 0       |
| Commercial photography                   | 122                | 40    | 82      | 8                | 4     | 4       | 0                                       | 0     | 0       |
| Fashion/apparel design                   | 1,958              | 128   | 1,830   | 63               | 8     | 55      | 0                                       | 0     | 0       |
| Interior design                          | 4,430              | 388   | 4,042   | 251              | 31    | 220     | 0                                       | 0     | 0       |
| Graphic design                           | 4,483              | 1,871 | 2,612   | 165              | 51    | 114     | 0                                       | 0     | 0       |
| Illustration                             | 1,307              | 627   | 680     | 82               | 46    | 36      | 0                                       | 0     | 0       |
| Design and applied arts, other           | 938                | 507   | 431     | 239              | 95    | 144     | 1                                       | 0     | 1       |
| Film/cinema studies                      | 2,353              | 1,507 | 846     | 327              | 199   | 128     | 21                                      | 8     | 13      |
| Cinematography and film/video production | 3,578              | 2,575 | 1,003   | 550              | 340   | 210     | 9                                       | 6     | 3       |
| Photography                              | 1,853              | 604   | 1,249   | 251              | 113   | 138     | 0                                       | 0     | 0       |
| Film/video and photographic arts, other  | 871                | 551   | 320     | 87               | 54    | 33      | 0                                       | 0     | 0       |
| Art/art studies, general                 | 12,973             | 4,162 | 8,811   | 801              | 302   | 499     | 10                                      | 1     | 9       |
| Fine/studio arts, general                | 9,251              | 3,191 | 6,060   | 1,263            | 565   | 698     | 1                                       | 1     | 0       |
| Art history, criticism and conservation  | 3,726              | 507   | 3,219   | 730              | 124   | 606     | 194                                     | 51    | 143     |
| Arts management                          | 516                | 141   | 375     | 289              | 38    | 251     | 0                                       | 0     | 0       |
| Drawing                                  | 276                | 89    | 187     | 18               | 4     | 14      | 0                                       | 0     | 0       |
| Inter media/multimedia                   | 691                | 412   | 279     | 87               | 65    | 22      | 0                                       | 0     | 0       |
| Painting                                 | 817                | 297   | 520     | 231              | 109   | 122     | 0                                       | 0     | 0       |
| Sculpture                                | 319                | 133   | 186     | 72               | 36    | 36      | 0                                       | 0     | 0       |
| Printmaking                              | 147                | 54    | 93      | 48               | 16    | 32      | 0                                       | 0     | 0       |
| Ceramic arts and ceramics                | 230                | 78    | 152     | 45               | 17    | 28      | 0                                       | 0     | 0       |
| Fiber, textile and weaving arts          | 161                | 6     | 155     | 26               | 3     | 23      | 3                                       | 1     | 2       |
| Metal and jewelry arts                   | 125                | 16    | 109     | 29               | 4     | 25      | 0                                       | 0     | 0       |
| Fine arts and art studies, other         | 1,248              | 436   | 812     | 357              | 135   | 222     | 0                                       | 0     | 0       |
| Visual and performing arts, other        | 456                | 206   | 250     | 478              | 162   | 316     | 10                                      | 3     | 7       |

\1Excludes first professional, such as M.D., D.D.S., and law degrees.

\2Includes LL.M. and J.S.D./S.J.D.

NOTE: Degree-granting institutions grant associates or higher degrees and participate in Title IV federal financial aid programs. Aggregations by field of study derived from the Classification of Instructional Programs developed by the National Center for Education Statistics.

SOURCE: U.S. Department of Education, National Center for Education Statistics, 2007-08 Integrated Postsecondary Education Data System (IPEDS), Fall 2008. (This table was prepared July 2009.)

The following is a national study to quantify the number of degree-granting institutions conferring degrees by level of degree and field of study:

Table 278. Number of degree-granting institutions conferring degrees, by control, level of degree, and field of study: 2007-08

| Field of study   | Total number of institutions |                    |                  |                  | Public institutions |                    |                  |                  | Private institutions |                    |                  |                  |
|--|------------------------------|--------------------|------------------|------------------|---------------------|--------------------|------------------|------------------|----------------------|--------------------|------------------|------------------|
|  | Associate's degrees          | Bachelor's degrees | Master's degrees | Doctor's degrees | Associate's degrees | Bachelor's degrees | Master's degrees | Doctor's degrees | Associate's degrees  | Bachelor's degrees | Master's degrees | Doctor's degrees |
| Vital Arts and art-related, total                          | 2,457                        | 1,463              | 359              | 714              | 1,400               | 714                | 228              | 100              | 2,535                | 1,455              | 429              | 100              |
| All fields, total  | 2,768                        | 1,736              | 633              | 514              | 1,471               | 1,471              | 264              | 429              | 2,834                | 1,822              | 429              | 429              |
| Agriculture and natural resources                          | 493                          | 300                | 91               | 193              | 287                 | 287                | 33               | 41               | 303                  | 328                | 41               | 3                |
| Architecture and related services                          | 79                           | 140                | 33               | 73               | 116                 | 93                 | 24               | 47               | 99                   | 99                 | 47               | 9                |
| Area, ethnic, cultural, and gender studies                 | 50                           | 479                | 47               | 44               | 423                 | 79                 | 23               | 46               | 250                  | 46                 | 19               | 19               |
| Biological and biomedical sciences                         | 215                          | 1,313              | 423              | 203              | 437                 | 387                | 171              | 132              | 521                  | 132                | 77               | 77               |
| Business   | 1,307                        | 1,782              | 137              | 394              | 556                 | 394                | 32               | 55               | 1,222                | 554                | 65               | 65               |
| Communications, journalism, and related programs           | 260                          | 1,056              | 65               | 212              | 429                 | 193                | 50               | 42               | 657                  | 100                | 15               | 15               |
| Communications technologies                                | 270                          | 1,771              | 13               | 234              | 42                  | 4                  | 4                | 14               | 129                  | 14                 | 1                | 1                |
| Computer and information sciences                          | 1,432                        | 1,472              | 151              | 212              | 800                 | 271                | 109              | 920              | 972                  | 133                | 52               | 52               |
| Construction trades  | 312                          | 3                  | 0                | 25               | 6                   | 0                  | 0                | 0                | 3                    | 0                  | 0                | 0                |
| Education  | 356                          | 1,221              | 317              | 532              | 437                 | 443                | 122              | 94               | 764                  | 630                | 129              | 129              |
| Engineering  | 321                          | 483                | 209              | 271              | 251                 | 201                | 144              | 106              | 212                  | 106                | 56               | 56               |
| Engineering technologies                                   | 1,114                        | 340                | 9                | 341              | 211                 | 35                 | 273              | 44               | 129                  | 44                 | 4                | 4                |
| English language and literature/letters                    | 143                          | 1,303              | 442              | 136              | 505                 | 310                | 22               | 182              | 503                  | 182                | 49               | 49               |
| Family and consumer sciences                               | 516                          | 323                | 44               | 572              | 204                 | 44                 | 35               | 32               | 124                  | 32                 | 9                | 9                |
| Foreign languages, literatures, and linguistics            | 153                          | 955                | 55               | 175              | 404                 | 163                | 63               | 59               | 521                  | 59                 | 32               | 32               |
| Health professions and related clinical sciences           | 1,733                        | 1,120              | 235              | 363              | 463                 | 363                | 165              | 457              | 711                  | 457                | 130              | 130              |
| Liberal arts and sciences, general studies, and humanities | 729                          | 137                | 25               | 427              | 63                  | 42                 | 3                | 74               | 134                  | 74                 | 16               | 16               |
| Liberty science  | 33                           | 9                  | 13               | 33               | 2                   | 90                 | 4                | 39               | 520                  | 39                 | 9                | 9                |
| Mathematics and statistics                                 | 153                          | 1,134              | 130              | 155              | 422                 | 252                | 110              | 74               | 522                  | 74                 | 50               | 50               |
| Mechanics and repair technologies                          | 547                          | 16                 | 0                | 541              | 11                  | 0                  | 0                | 0                | 5                    | 0                  | 0                | 0                |
| Military technologies                                      | 5                            | 3                  | 0                | 3                | 2                   | 0                  | 0                | 0                | 1                    | 0                  | 0                | 0                |
| Multi/interdisciplinary studies                            | 223                          | 311                | 142              | 233              | 312                 | 157                | 22               | 124              | 322                  | 124                | 50               | 50               |
| Physical, recreation, leisure and fitness studies          | 233                          | 745                | 42               | 170              | 345                 | 132                | 32               | 49               | 421                  | 49                 | 4                | 4                |
| Philosophy and religious studies                           | 48                           | 314                | 102              | 32               | 305                 | 31                 | 54               | 142              | 503                  | 142                | 54               | 54               |
| Physical sciences and science technologies                 | 314                          | 1,054              | 212              | 233              | 422                 | 242                | 147              | 57               | 552                  | 57                 | 25               | 25               |
| Precision production                                       | 313                          | 4                  | 1                | 307              | 1                   | 0                  | 0                | 0                | 3                    | 0                  | 0                | 0                |
| Psychology   | 131                          | 1,337              | 227              | 132              | 422                 | 320                | 145              | 142              | 332                  | 142                | 142              | 142              |
| Public administration and social service                   | 333                          | 722                | 431              | 359              | 317                 | 224                | 71               | 147              | 409                  | 147                | 33               | 33               |
| Security and protective services                           | 1,177                        | 737                | 17               | 338              | 306                 | 152                | 15               | 39               | 451                  | 39                 | 2                | 2                |
| Social sciences and history                                | 244                          | 1,333              | 433              | 213              | 510                 | 302                | 123              | 131              | 523                  | 131                | 57               | 57               |
| Social sciences  | 233                          | 1,233              | 344              | 210              | 427                 | 255                | 115              | 109              | 523                  | 109                | 53               | 53               |
| History  | 53                           | 1,134              | 333              | 33               | 473                 | 261                | 31               | 73               | 421                  | 73                 | 40               | 40               |
| Theology and religious vocations                           | 53                           | 422                | 125              | 1                | 0                   | 0                  | 0                | 22               | 402                  | 22                 | 125              | 125              |
| Transportation and materials moving                        | 53                           | 53                 | 13               | 57               | 46                  | 4                  | 0                | 3                | 33                   | 3                  | 0                | 0                |
| Visual and performing arts                                 | 735                          | 1,377              | 442              | 542              | 471                 | 250                | 69               | 172              | 902                  | 172                | 33               | 33               |
| Other and unclassified                                     | 1                            | 1                  | 1                | 0                | 0                   | 0                  | 0                | 1                | 1                    | 1                  | 0                | 0                |

1. Includes Ph.D., Ed.D., and comparable degrees at the doctoral level. Excludes first-professional degrees, such as M.D., D.D.S., and law degrees. 2. Excludes "Construction trades" and "Mechanics and repair technologies" which are listed separately.

NOTE: Degree-granting institutions grant associate's or higher degrees and participate in Title IV federal financial aid programs. Prior to counting the number of institutions awarding various types of degrees, certain aggregations were made of the degree fields as reported in the IPEDS Fall survey: "Agriculture and natural resources" includes Agriculture, agriculture operations, and related sciences and conservation; and "Business" includes Business management, marketing, and related support services and Personal and curricular services.

SOURCE: U.S. Dept of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Fall 2002. This table was prepared June 2003.

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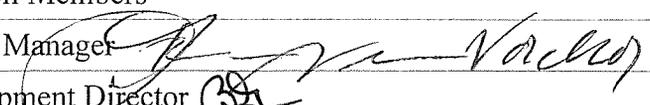
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## **APPENDIX:**

### **Resources**

U.S. Department of Education  
National Center for Education Statistics  
Integrated Postsecondary Education Data System (IPEDS)  
<http://nces.ed.gov/ipeds/>

**MEMORANDUM**

|                 |  |
|-----------------|--|
| <b>To:</b>      | Honorable Mayor & City Council Members   |
| <b>Via:</b>     | T. Jennene Norman-Vacha, City Manager        |
| <b>From:</b>    | Bill Geiger, Community Development Director  |
| <b>Subject:</b> | Pick-up Truck Purchase – Code Enforcement  |
| <b>Date:</b>    | June 28, 2010 (For 7/19/10 Council Meeting)  |

**Background:** The Community Development Department is requesting approval to purchase one (1) 2010 Ford Ranger, extended cab, 4x2 pick-up truck to replace the existing Code Enforcement vehicle. The existing Code Enforcement vehicle, a 1998 Chevrolet Lumina, field number 132, was previously a City Police car. It has exceeded its normal useful life and continues to require maintenance on a regular basis. If the replacement vehicle is approved, the existing car will be processed for disposal.

Purchase is recommended via the Florida Sheriffs Association, Association of Counties and Fire Chiefs Association Bid List. The purchase would be made from Alan Jay Ford Lincoln Mercury, Inc. in Sebring, Florida, for a not-to-exceed amount of \$15,169 (quote attached).

**Financial:**  The City has the money in the Vehicle Replace Fund to purchase the Ford Ranger pickup truck in the current budget year. The Budget impact would be to raise assets by \$15,169 (Debit to 502-000-166-19037) and lower Fund balance by \$15,169 (Credit to 502-000-272-30070).

 **Legal:** The City Council has home-rule authority (Art. VIII, (2), Fla Const/Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent Council authorizes otherwise by ordinance. Pursuant to Section 2-304 (a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive bidding process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

Pursuant to Fla. Stat. §274.05 Surplus property, City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the county for sale or donation.

**Recommendation:** Staff recommends the approval to purchase one (1) 2010 Ford Ranger extended cab 4x2 pick-up truck using the Florida Sheriff's Association, Association of Counties and Fire Chiefs Association Bid, in the amount of \$15,169. Further, staff recommends Council approve the applicable budget amendment as discussed in the financial note and declare 1998 Chevrolet Lumina Number 132 surplus to be disposed of by auction at the next City/County/School District auction.

**Enclosures:** 1) Price quote on vehicle using the Florida Sheriff's Association, Association of Counties and Fire Chiefs Association Bid





## AGENDA ITEM MEMORANDUM

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

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

**FROM: *MW* MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR**

**SUBJECT: Truck Purchase**

**DATE: June 28, 2010**

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### GENERAL SUMMARY/BACKGROUND:

The Parks Department is requesting approval to purchase two pick-up trucks. One (1) 2011 Ford F-350, 4x2 1 ton C&C, 9 ft. stake body and trailer tow package. This truck will replace existing pick-up truck (206), a 1991 Ford F-350, this truck will need to be removed from the system and transferred to the county auction.

The second truck requested is a 2011 Ford, F-150, regular cab, and 4x2 pick-up truck. The existing car (727), a 2001 Chevy Lumina, will be used as a spare vehicle for the Parks Department, which we are in great need of at this time.

Purchase is recommended from the Florida Sheriffs Association, Association of Counties and Fire Chiefs Association Bid List.

The purchase for the Ford F-350 will be from Duval Ford, Jacksonville, Florida for a not-to-exceed amount of \$23,652 (quote attached). The purchase for the Ford F-150 will be from Alan Jay, Sebring, Florida, for a not-to-exceed amount of \$13,707 (quote attached). The total purchase amount for both trucks will be \$37,359.

### *W* FINANCIAL IMPACT/2009/10 BUDGET AMENDMENT:

Staff requests City Council approve a 2009/10 budget amendment from Fund 502 Vehicle Replacement Fund to purchase the two pick-up trucks in the amount of \$37,359. There are adequate funds in Vehicle Replacement to pay for these vehicles. The 09/10 Budget amendment request is to increase Vehicle Replacement Machinery and Equipment General Ledger Account No. 502 000 166 19037 and the monies will come from Vehicle Replacement Reserves. If the trucks are not delivered by 9 30 10; the 10/11 Budget will include these purchases.

### *J* LEGAL REVIEW:

The City Council has home-rule authority (Art.VIII, (2), Fla Const/Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent Council authorizes otherwise by ordinance. Pursuant to Section 2-304 (a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive bidding process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

Pursuant to Fla. Stat. §274.05 Surplus property, City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion

and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the county for sale or donation.

**STAFF RECOMMENDATION:**

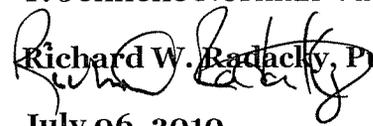
The Parks Department recommends the approval to purchase one (1) 2011 Ford F-350 4x2 1 Ton with 9 ft. stake body pick-up truck (\$23,652) and one (1) 2011 Ford, F-150 regular cab 4x2 pick-up trucks (\$13,707) using the Florida Sheriffs Association, Association of Counties and Fire Chiefs Association Bid, in the amount of \$ 37,359. Further, staff recommends Council approve the applicable budget amendment as discussed in the financial note and surplus of the 1991 Ford F-350 (206) by auction at the next City/County/School District auction.

7/19/10

CITY OF BROOKSVILLE  
MEMORANDUM

**To:** The Honorable Mayor and City Council Members

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

**From:**  Richard W. Radack, Public Works Director

**Date:** July 06, 2010

**Re:** Service Truck Purchased and 09/10 Budget Amendment

**Background:** The Streets and Drainage Division of the Public Works Department is requesting approval to purchase a service truck. The service truck requested is a 2011 Ford, F-250, regular cab, two-wheel drive with a service body. This truck is equipped to rapidly deploy to any type of street or drainage emergency and for routine maintenance of drainage structures. This truck will be used for carrying sod, drainage structures and devices, sand and cement bags, hand tools, and various fittings. The service truck is a replacement for an existing service truck, Number 643, a 1996 Ford, F-250, equipped with a service body. The F-250 model, instead of the F-150 model is requested because of pay-load capacity and the scope of work by the Division. The existing service truck is 14 years old and has 113,000 miles on the odometer. Its mechanical condition is poor, not necessarily from mileage, but age.

The Streets and Drainage Division of the Department of Public Works has the purchase of these vehicles included in the 2011 Fiscal Year Budget. The Sanitation Division ordered two (2) pick-up trucks on March 13, 2010, and has just received delivery. Due to the age and condition of the existing service truck, due to the length of time for delivery, staff wishes to have this truck on order before fiscal years' end.

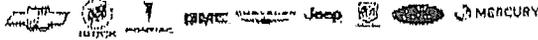
It is suggested that purchase be from the Florida Sheriffs and Fire Chiefs Association Bid List, for a not to exceed amount of \$23,128. The purchase would be from Garber Ford, Jacksonville, Florida (quote attached).

**Financial and Budget Amendment:** Finance is recommending purchasing the F-250 from the Vehicle Replacement Fund (#502); there are sufficient funds in Vehicle Replacement to purchase this vehicle. Staff requests a Budget Amendment to the 2009/10 Budget in the amount of \$23,128 (increase) to Vehicle Replacement Machinery and Equipment (502 000 166 19037) with the monies coming from Vehicle Replacement Reserves.

**Legal:** The City Council has home-rule authority (Article VIII, 2 [b], Florida Construction/Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit. Pursuant to (Section 5.04) of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by ordinance. Pursuant to Section 2.304 (a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive bidding process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

Pursuant to Fla. Stat. §274.05 Surplus property, City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the county for sale or donation.

**Recommendation:** The Public Works Department recommends approval to purchase one (1) 2011 Ford, F -250, regular cab, two-wheel drive, service truck using the Florida Sheriffs and Fire Chiefs Association Bid, in the amount of \$23,128 and the approval of the 09/10 Budget Amendment as stated above. Furthermore, that Truck Number 643 be declared surplus and be disposed of by auction at the next City/County/School District auction.



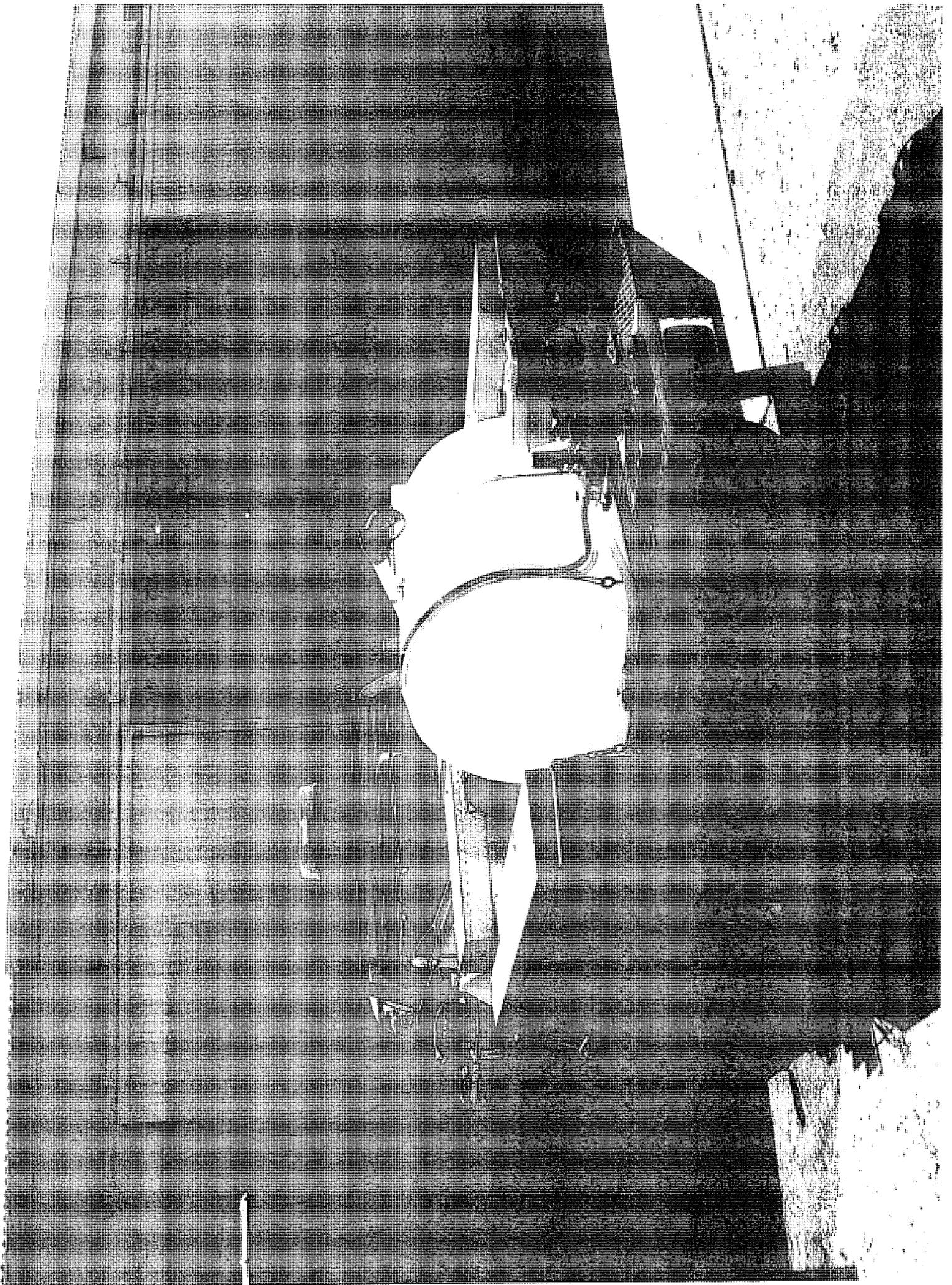
| Prepared by:                | Responsibility:  |
|-----------------------------|--|
| Agency: CITY OF BROOKSVILLE | GARBER FORD MERCURY INC.   |
| Name: JOE NELSON            | GARBER CHRYSLER JEEP DODGE INC.  |
| FAX: 352-544-5470           | GARBER CHEVROLET BUICK PONTIAC GMC INC.  |
| Phone: 352-544-3860         | RICHARD TACKETT  |
| Date: 4/13/10               | 904-264-8588 x 1137  |
|                             | FAX: 800-766-7027  |
|                             | <a href="mailto:richard.tackett@garberfleetsales.com">richard.tackett@garberfleetsales.com</a> |
|                             | <a href="http://WWW.GARBERFLEETSALES.COM">WWW.GARBERFLEETSALES.COM</a>                         |

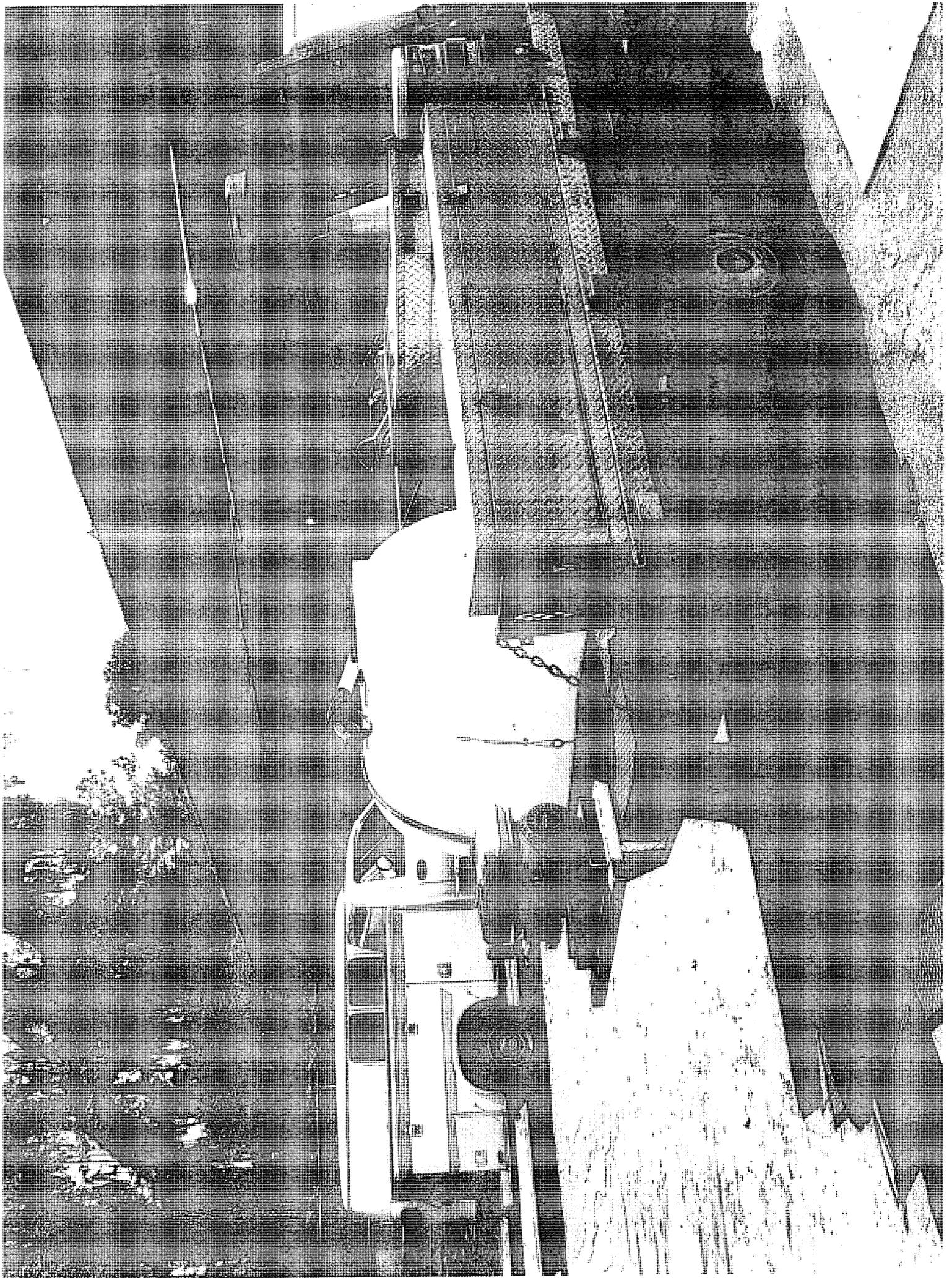


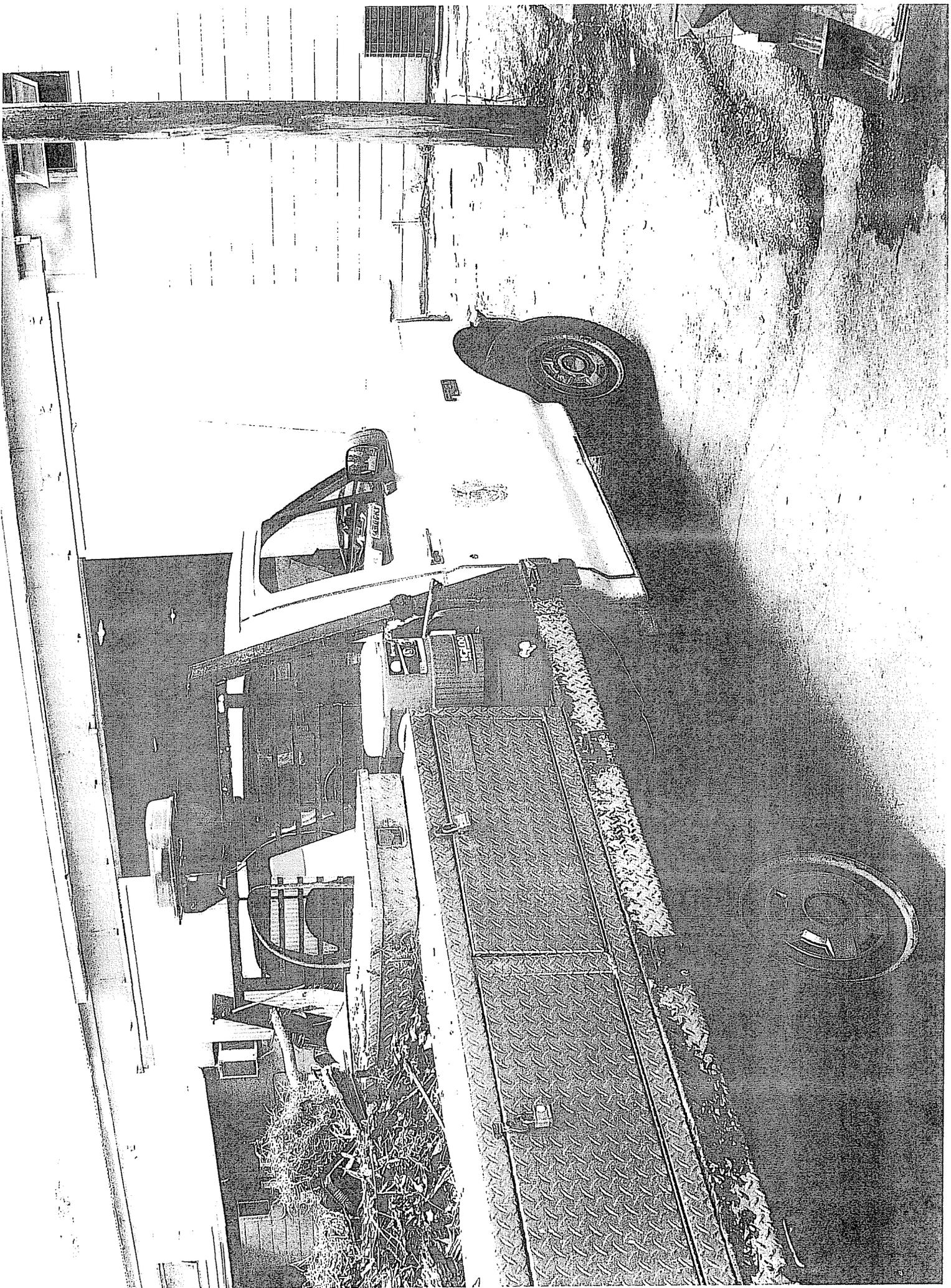
I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract # 09-17-0908. ([www.flsheriffs.org](http://www.flsheriffs.org)) If you have any questions regarding this quote please call!

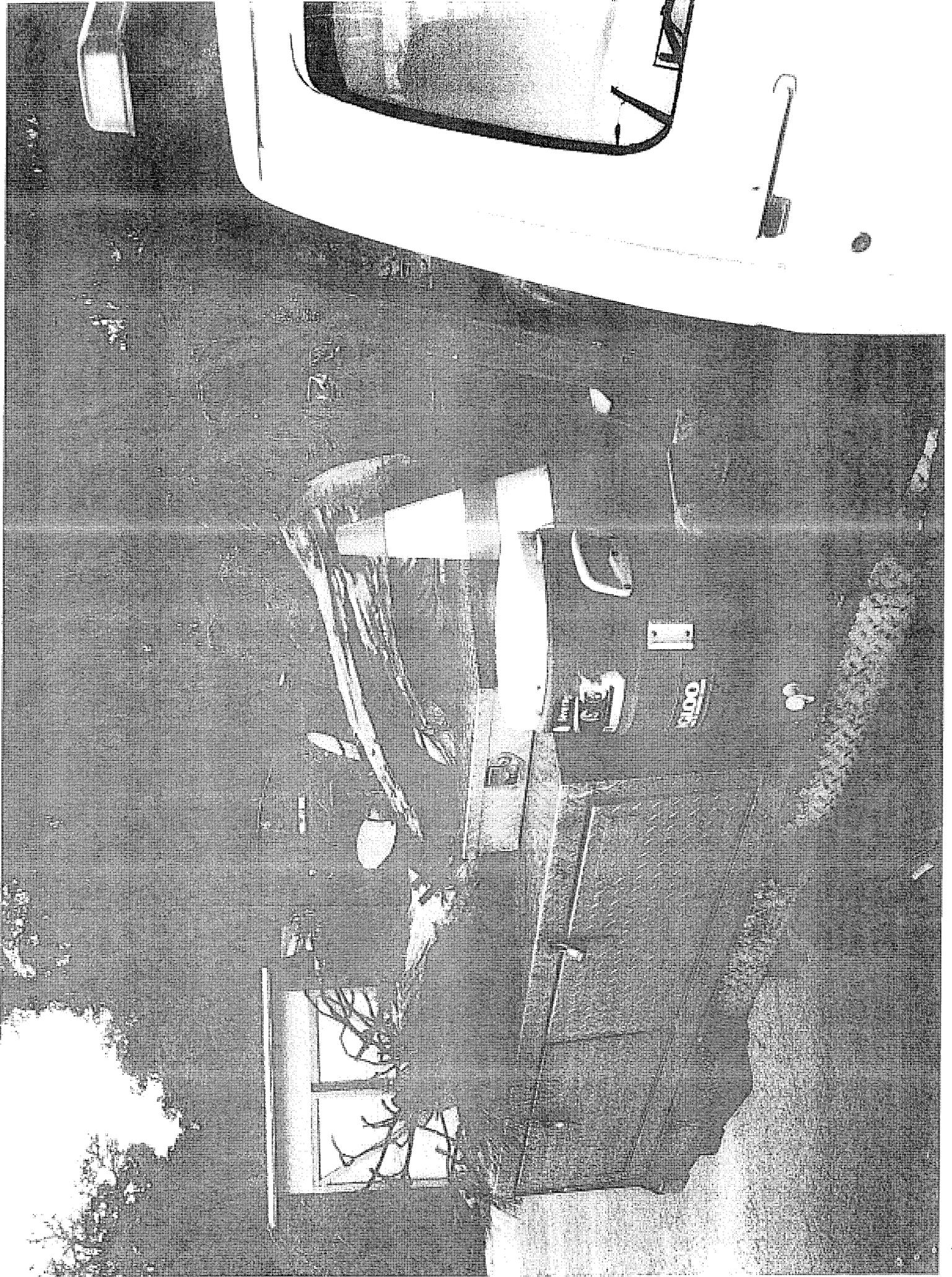
| Labor                                    | Code   | Equipment   | Contract Price     | Extended Price with Labor |
|--|--------|---|--------------------|---------------------------|
| 0  | SPEC45 | FORD F250 4X2   | \$ 15,497.00       | 15497                     |
| 0  | 2011   | 2011 PRICE ADDENDUM PER SHERIFFS SITE   | \$ 866.00          | 866                       |
| 0  | LWB    | LONG BED  | INCL               | INCLUDED                  |
| 0  | HDTOW  | TRAILER TOW PACKAGE   | \$ 380.00          | 380                       |
| 0  | X3L    | LIMITED SLIP REAR AXLE  | \$ 350.00          | 350                       |
| 3  | W80    | WHEELS 60WATT CORNER STROBES  | \$ 178.00          | 493                       |
| 0  | DAB    | DUAL AMBER BEACON ROOF MOUNTED  | \$ 354.00          | 354                       |
|  | BSBHD  | STANDARD PREMIUM HD SERVICE BODY 14GA. CONSTRUCTION   | \$ 4,250.00        | 4250                      |
| 0  | SBLINX | SPRAYLINER INSIDE AND TOPS OF BOXES   | \$ 875.00          | 875                       |
|  | 3K     | THIRD KEY   | \$ 98.00           | 98                        |
|  | 54     | TOW MIRRORS   | \$ 165.00          | 165                       |
| 3  | PartD  | Option "Part D" labor rate per hour. Includes harness, supplies, freight on parts & hardware. | \$ 315.00          | INCLUDED                  |
| <b>TOTAL PURCHASE AMOUNT PER VEHICLE</b> |        |   | <b>\$23,128.00</b> | <b>\$ 23,128.00</b>       |

| OPTIONAL EQUIPMENT |                    |
|--------------------|--------------------|
| A                  |                    |
| B                  |                    |
| C                  |                    |
| D                  | TRANSFER TAG \$105 |
| E                  | NEW TAG \$133      |





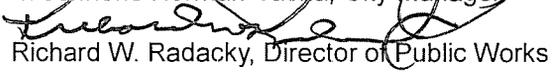




MEMORANDUM

**To:** The Honorable Mayor and City Council Members

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

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

**Subject:** Extension of Contractual Services - Transport and Land Application of Cobb Road Water Reclamation Facility Biosolids.

**Date:** July 6, 2010

**BACKGROUND:** The City advertised for sealed bids for the transportation and land application of liquid biosolids for the Cobb Road Water Reclamation Facility (CRWRF) in 2008. The bid was awarded by the City Council to Appalachian Material Services (AMS) and a contract was approved.

The City entered into a contract for an initial term beginning July 6, 2008 and ending on July 5, 2010. The contract allows for two (2) additional one-year contract term extensions provided, however, that both parties are agreeable and the price remains the same. AMS is agreeable to extending the contract term at the current price of \$ 0.0398 per gallon and under the same terms and conditions (Letter attached).

Inquiries with other local communities reveal the following prices:

|                 |                                    |
|-----------------|------------------------------------|
| Hernando County | \$ 0.041 per gallon                |
| Dade City       | \$ 0.100 per gallon <sup>(1)</sup> |
| New Port Richey | \$ 0.170 per gallon <sup>(1)</sup> |
| Inverness       | \$ 0.080 per gallon <sup>(2)</sup> |

- (1) Price includes tipping fee at disposal site or processing plant.
- (2) Last price. Now transports to landfill. States that landfill disposal is more expensive.

A large part of the cost in performing this service is fuel cost. There has been no appreciable reduction in fuel costs since the last bid in 2008. AMS has been responsive with contract requirements and regulatory filings. Plant operations staff is satisfied with their performance. It is not believed a better price will be obtained at this time by rebidding. The CRWRF produces on an average 800,000 gallons of liquid biosolids annually. This would cost the City \$31,840 for the next year at the current price.

**LEGAL:** Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, the City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes Chapter 287. The original agreement provides for an extension of the contract. Only after all additional documents are received, reviewed and approved by Legal Counsel will the City sign an amendment to the current Agreement for Contractor Services to provide for the extended term.

**FINANCIAL:** A total of \$33,500 is currently budgeted in Account Number 401-027-536.53400 for this activity in the current budget and the same amount will be included in the Fiscal Year 2010-2011 Budget.

**RECOMMENDATION:** Staff recommends that the City Council extend the bid for biosolids transportation and disposal with Appalachian Material Services for an additional year, retroactively effective July 6, 2010 through July 5, 2011, at the same price (\$0.0398 per gallon) based on the same conditions of the original bid contract. Furthermore, that the Mayor be authorized to sign a contract based on the same price, terms and conditions as the original bid, upon approval by the City Attorney.



# **Appalachian Material Service, Inc.**

9321 Moccasin Wallow Road, Parrish 34219  
P.O. Box 97 Terra Ceia, FL 34250

Phone: 941-776-8706  
Fax: 941-776-8707

March 11, 2010

City of Brooksville  
Department of Public Works  
600 South Brooksville Ave.  
Brooksville, FL 34601-3710

Attn: William S. Smith  
Superintendent of Utilities

Re: Bid #UD 2008-01 Pick UP, Transportation and Legal Of Domestic Sewage Sludge  
From Cobb Rd. WRF

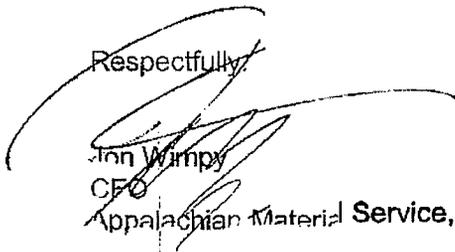
Dear Mr. Smith,

As you are probably aware, our contract for removal and disposal services between Appalachian Material Service, Inc. and the City of Brooksville will expire July 5, 2010.

We would like to offer an extension of services for the same terms and conditions as stated in the current contract for an additional year. If the City is in agreement with this suggestion, please send the updated documents to the address above for signature.

If you have any questions, please feel free to contact me at your convenience.

Respectfully,

  
Jon Wimpy  
CEO  
Appalachian Material Service, Inc.

cc: Pari Hice

**AGREEMENT FOR CONTRACTOR SERVICES for  
PICK UP, TRANSPORTATION AND LEGAL DISPOSAL OF  
DOMESTIC SEWAGE SLUDGE FROM COBB RD. WRF  
BID NUMBER: UD 2008-01**

This Agreement made as of this 16 day of, June, 2008 by and between the City of Brooksville, Florida (the "CITY"), and Appalachian Material Services, Inc, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is 9321 Moccasin Wallow RD, Parish, FL, mailing: PO Box 97, Terra Ceia, FL, 34250 , phone, 941-776-8706 and fax, 941-776-8707.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and provide all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for **PICK UP, TRANSPORTATION AND LEGAL DISPOSAL OF DOMESTIC SEWAGE SLUDGE FROM COBB RD. WRF.**

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (REPRESENTATIVE) during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

This contractor shall commence services on July 6 , 2008 and complete all services by July 5 , 2010.

This Agreement, as indicated above, is for an initial term of two (2) years, unless sooner terminated pursuant to the terms of this Agreement. The City shall have the option of extending the term of this Agreement for two (2) additional one (1) year periods conditioned by all the terms and provisions contained herein, and at the same rate of compensation, provided the Contractor shall agree with such an extension of term. In the event an extension of term is mutually agreed to, or in that circumstance whereby the rate of compensation is renegotiated, or where any other provision or condition as stipulated herein

is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by both parties. Costs associated with permit modifications related to the disposal site(s) will be the Contractor's responsibility.

#### ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, the not to exceed amount of \$ 101,490 annually which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by, the initiating CITY department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

D. CONTRACTOR acknowledges that he/she has reviewed the scope of work and inspected the work site and no change orders are anticipated.

#### ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR upon 30 days prior written notice to the CITY in the event of substantial failure by the CITY, to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

#### ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services contemplated by this agreement shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

#### ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

#### ARTICLE 8 - INSURANCE

A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of

Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$100,000/\$500,000/\$1,000,000 or \$1,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$300,000/\$1,000,000 or \$1,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Brooksville, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$1,000,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability

hereunder.

#### ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, any affected provision of this Agreement shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at anytime.

#### ARTICLE 10 - LIQUIDATED DAMAGES

In the event Contractor abandons its responsibilities under this contract without complying with Article 4 of this agreement, liquidated damages shall be paid to the CITY at the rate of \$200.00 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be incurred by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

#### ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent. Such information and data shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

All covenants, agreements, representations and warranties, expressed or implied, made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

#### ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, subcontract, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall perform on the site and with his own organization, equivalent to not less than fifty (50) percent of the total dollar value of the work to be performed under this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The CITY MANAGER may designate a person to serve as the CITY'S REPRESENTATIVE, who shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work

performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall also be authorized to stop all or any portion of the work if in his or her opinion the work is not proceeding according to the requirements of the plans and specifications.

#### ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids.
- B. Special Instructions and Conditions
- C. General Instructions and Conditions
- D. Minimum Technical Specifications
- E. Bid Forms
  - Bid Certification Form
  - Drug-Free Workplace Certification
  - Public Entity Crimes Statement
- F. Addendum (if any)
- G. Change Orders (if any)

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those

stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and 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 award or subsequent performance 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.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601  
Attention: City Clerk  
Phone: (352) 544-5407  
Fax: (352) 544-5424  
Email: kphillips@ci.brooksville.fl.us

And if sent to the CONTRACTOR shall be mailed to:

A. M. S. INC.  
P.O. Box 97  
Terra Ceia, Fl. 34250

Phone: 941-776-8706

Fax: 941-776-8707

Email: \_\_\_\_\_

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

**CITY OF BROOKSVILLE, FLORIDA**

**CONTRACTOR**

By   
DAVID PUGH  
MAYOR

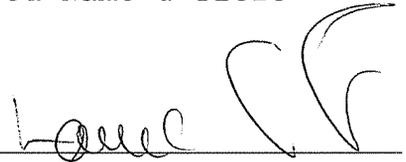
By   
or  
By 

CITY CLERK

Authorized  
Representative

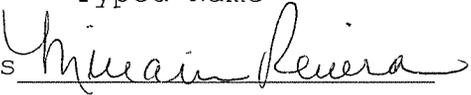
Attest   
KAREN M. PHILLIPS,  
CITY CLERK

A. Jon Wimpy C.E.O  
Typed Name & Title

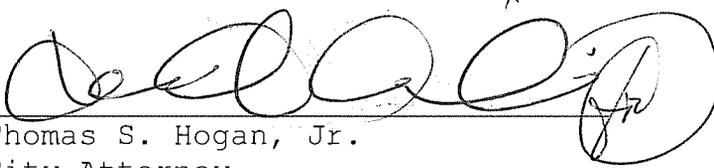
Witness 

Laureen Busacca  
Typed Name

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

Witness 

Miriam Rivera  
Typed Name

  
Thomas S. Hogan, Jr.  
City Attorney

**AGENDA ITEM  
MEMORANDUM**



**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**VIA:** T. JENNENE NORMAN-VACHA *T. Jennene Norman-Vacha*  
CITY MANAGER  
**FROM:** GEORGE TURNER *BT*  
POLICE CHIEF  
**SUBJECT:** PERMISSION TO USE SOLE SOURCE PURCHASE  
**DATE:** JULY 19, 2010

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**GENERAL SUMMARY:** The Brooksville Police Department, in an effort to enhance our interview room's video and audio system, has researched and identified the most cost effective and highest quality product. This produce is the iRecord Audio and Video Recording System, sold by the sole source vendor, Word Systems, Inc.

Pursuant to Florida Statutes 287.057 regarding notice of intent to make a sole source purchase, a notice was electronically posted to the City's website for the required 7 business days. No interest from prospective vendors was received.

**BUDGET IMPACT:** The total cost of the iRecord Audio and Video Recording System with the 3-year extended warranty, installation and training is \$33,427. This purchase is partially covered by the 2010 JACG-HERN-2-4X-048 grant in the amount of \$21,908. The remaining \$11,519 will be paid from Fund 109. The expenditure of monies from Fund 109 has been approved by the City Council in the 2009/2010 budget.

**LEGAL NOTE:** City Council has home-rule authority (Art. VIII, 2(b), Fla Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by ordinance. Further, Florida Statutes Section 287.057(5)(c) states commodities or contractual services available only from a single source may be exempted from the competitive-solicitation requirements provided proper notice of intent is posted to the public as outlined in said section of the Florida Statutes.

**STAFF RECOMMENDATION:** Staff recommends approval to purchase the iRecord Digital Video/Audio Recording System from the sole source distributor, Barretto Technology Center Word Systems, Inc.

**ATTACHMENT:** iRecord system description and costs, sole source letter from Barretto Technology Center, Word Systems, Inc.



Barretto Technology Center  
Word Systems, Inc.  
9225 Harrison Park Ct.  
Indianapolis, IN 46216

January 29, 2010

To Whom It May Concern:

Word Systems, Inc. is the exclusive sole source of iRecord Audio and Video Interview Software and Hardware Products in the state of Florida. Word Systems, Inc. is solely responsible for distributing, installing, supporting and maintaining the iRecord system.

Word Systems, Inc. is the master distributor of iRecord and will be the primary company providing support and maintenance for any and all iRecord systems in the state of Florida.

Should you need further clarification of the statements above, please contact me at 800.425.7637.

Sincerely,

Ryan Vogt  
iRecord Director of Sales and Marketing  
Word Systems, Inc.



**iRecord Digital Video/Audio Recording System for Interviews**

Prepared For: Brooksville Police Department (Three Room Professional)

Account Representative: Mike Barretto 727-773-7908

DATE: May 21, 2010

| QTY  | DESCRIPTION   | PART #          | UNIT PRICE | EXTENDED        |
|--|---|-----------------|------------|-----------------|
| <b>iRecord Vi Professional</b>                                 |   |                 |            |                 |
| 1  | <b>iRecord Vi Professional (3 Rooms)</b> with 3x AV Port Licenses, Network Connectivity Option, 1x Local Monitoring License, Local copy of iRecord Evidence Vault Professional Edition, 1x 500GB Local Storage, 5x iRecord Client Browser Advanced Licenses, MPEG/WMV encoding, DVD Recording, , Keyboard, 19" Flat Screen, Audio Monitoring Speakers, Mouse, Includes 1 year Hardware and Software Warranty<br>(Components: IR-DWS-001, IR22660212224, IR22660212401 x2, WINTVPVR150MCE, | IR-VIPRO03A     | \$15,400   | \$15,400        |
| <b>iRecord Vi Software Feature Upgrades/Options</b>            |   |                 |            |                 |
| 1  | 1TB RAID1 Upgrade to iRecord System<br><i>Can only be ordered at time of system order</i>   | IR-1TBR1UPG     | \$1,005    | \$1,005         |
| 1  | iRecord Vi Redaction 1 Concurrent User<br><i>Available in v5.2</i>  | IR22660214004   | \$500.00   | \$500           |
| <b>System Accessories</b>                                      |   |                 |            |                 |
| <b>Color Cameras</b>   |   |                 |            |                 |
| 3  | Covert Camera; Motion detector Enclosure  | PV-CVC565PIR    | \$249      | \$747           |
| 3  | Quad Color 4CH Date/Time Generator  | ATV-QC4         | \$415      | \$1,245         |
| <b>Wireless Remote Interrogator System</b>                     |   |                 |            |                 |
| 1  | <b>Bundle Kit complete system that includes:</b> Body Pack Transmitter with Microphone, Body Pack Receiver with Neck loop and Ear Canal Inductor.   | CT-RC216        | \$1,595    | \$1,595         |
| <b>Microphones</b>   |   |                 |            |                 |
| 3  | Covert Light Switch Microphone (Omnidirectional, PZM, Zone)   | CN-PZM11LL      | \$289      | \$867           |
| <b>iRecord Dry Contact Switches (On/Off Switches)</b>          |   |                 |            |                 |
| 3  | Dry Contact Metal ON/OFF Switch with Record Light<br><i>Recessed-Stainless Steel Finish</i>   | IR22660262222   | \$195      | \$585           |
| 1  | 4-Port Dry Contact Breakout Box<br><i>One breakout box supports four switches</i>   | IR22660282222   | \$695      | \$695           |
| <b>Other Hardware</b>  |   |                 |            |                 |
| 1  | 16 Port Power Supply (Power Supply for Cameras, Microphones and Accessories)  | AL-R615DC616ULC | \$389      | \$389           |
| 3  | DVD-R Media, 4.7 GB Each (10 Pack)  | DVDR-1JC        | \$0        | \$0             |
| 1  | Uninterruptible Power Supply 500VA  | UPS-500         | \$185      | \$185           |
| <b>SUB-TOTAL</b>   |   |                 |            | \$23,213        |
| INSTALLATION AND TRAINING (To Be Determined After Site Survey) |   |                 | Estimated  | \$ 2,321        |
| 1  | THREE YEAR Pre-Paid Extended Warranty Option  |                 | \$ 7,892   | \$ 7,892        |
| <b>SYSTEM TOTAL</b>  |   |                 |            | <b>\$33,427</b> |

(Optional) Standard THREE Year Lease Annual Payments, \$1.00 buyout at the end of the Lease.

\$12,060

NOTES:

TERMS:50% Due upon order / 50% due upon installation

DELIVERY: Please allow 30-60 days from date of written purchase order for delivery.

This quote does not include State and Local taxes. Customer to provide Tax exempt certificate or taxes will be added to the invoice.

See enclosed Storage Calculator to figure online capacity of the system quoted



## **NOTICE OF SOLE SOURCE PURCHASE**

It is the intent of the City of Brooksville Police Department, in an effort to enhance their interview room's video and audio system, to make a Sole Source Purchase of the iRecord Audio and Video Recording System, sold only by Barretto Technology Center Word Systems, Inc. After extensive research, it is believed to be the most cost effective and highest quality product available.

The total cost of the iRecord Audio and Video Recording System with the 3-year extended warranty, installation and training is \$33,427. The amount is partially covered by the 2010 JACG-HERN-2-4X-048 grant in the amount of \$21,908.

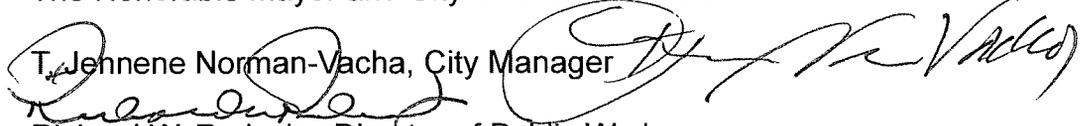
The City of Brooksville hereby requests that prospective vendors provide information regarding their ability to supply the commodities or contractual services described herein and attached hereto to the City of Brooksville City Clerk, 201 Howell Avenue, Brooksville, FL 34601, no later than Thursday, July 15, 2010 at 5:00 p.m.

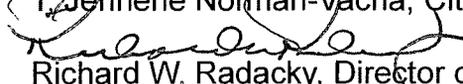
For further information, please contact the City Clerk at 352-540-3853 or via email at [jpeters@cityofbrooksville.us](mailto:jpeters@cityofbrooksville.us).

Posted 07/08/10 – 07/15/10  
Per F.S. 287.057(5)(c)

**MEMORANDUM**

**To:** The Honorable Mayor and City Council Members

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

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

**Subject:** Mowing Services Contractual Services Bid GG-2010-03  
Award Recommendation

**Date:** July 6, 2010

**BACKGROUND:** The City advertised for sealed bids for mowing services. Bids were opened and read aloud in Council Chambers on June 4, 2010.

The bid was divided into four (4) separate bid categories; Utility Sites (Water and Sewer Installations), Facilities (Parks & Buildings); Ditches, Rights-of-Ways & Rough Mowing (Parks); Lot Cleanup & Trash Removal (Code Enforcement).

The following bids were received:

|                                 | <b>DPW<br/>Utility Sites<br/>Bid Form B</b> | <b>PARKS<br/>Facilities<br/>Bid Form C</b> | <b>PARKS<br/>Ditches, R/W<br/>&amp; Rough<br/>Mowing<br/>Bid Form D</b> | <b>CODE<br/>ENFORCE<br/>MENT<br/>Lot<br/>Cleanup,<br/>Trash<br/>Removal<br/>Bid Form E</b> |
|---------------------------------|---|--|---|--|
| Ultimate Lawn Care (Ocala)      | \$839.71                                    | \$1,795.00                                 | \$1,000.00  | \$245.00   |
| Terry Rubenstein (Lakeland)     | \$913.00                                    | \$2,610.00                                 | \$2,850.00  | \$1,100.00   |
| Paff Landscaping (Brooksville)  | \$1,129.79                                  | \$1,597.25                                 | \$220,000.00  | \$612.72   |
| T.L. Chapman (Brooksville)      | \$1,215.00                                  | No Bid                                     | No Bid  | \$750.00   |
| U-Gro We Mow (Mulberry)         | \$1,314.00                                  | \$3,785.00                                 | \$7,455.00  | No Bid   |
| R&M Land Service<br>(Lacoochee) | \$2,970.00                                  | \$5,455.00                                 | \$3,150.00  | \$735.00   |

 **FINANCIAL IMPACT:** Funds for the Utility Sites are budgeted in 401-021-536.53400 & 401-027-536.53400. Funding for Code Enforcement is budgeted in 001-024-513.53400.

 **LEGAL:** Pursuant to the City's Charter, Article V, Sec. 5.04; Competitive Bidding, the City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes; Chapter 287. Only after all additional documents are received, reviewed and approved by Legal Counsel will the City sign an Agreement for Contractor Services.

**RECOMMENDATION:** Staff recommends awarding the Utility Sites (Bid Form B) and Code Enforcement (Bid Form E) categories to Ultimate Lawn Care of Ocala and not award the Facilities (Bid Form C) and Ditches, R/W & Rough (Bid Form D). Parks has decided to continue this work in house. Furthermore, that the Mayor be authorized to execute a contract with this firm, upon approval of the City Attorney.

Bidder/Company Name: Ultimate Lawn Care

**CITY OF BROOKSVILLE**  
**BID/CERTIFICATION FORMS**  
**MOWING SERVICES**  
**BID NUMBER: SD2010-03**

TO: THE CITY OF BROOKSVILLE:

1. CERTIFICATION: The undersigned warrants he/she is authorized to execute binding contracts for and on behalf of the Bidder. Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid, and that the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any) the Minimum Technical Specifications, Plans, Addendums, Exhibits, Agreement, Bonds and Insurance requirements, have been carefully examined, and that Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and proposes and agrees that if the Bid be accepted to deliver the equipment, services, or materials, and/or if a contract is required, will contract with the City in the form hereto attached, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the contract within the time specified according to the requirements of the City as herein and hereinafter set forth. The undersigned further warrants that this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto.
  
2. BID PRICE: Unless otherwise stated, the price(s) set forth in the BID include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. Should the Bidder determine that the cost for any item of work has not been established by the Bid Form, the cost for that work is to be included in other applicable bid item(s), so that the bid reflects the total price for completing that work in its entirety.

3. BID BOND: If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashiers/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashiers/Certified check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashiers/Certified check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment requested for unit prices listed on:

Bid Form B       Bid Form C       Bid Form D       Bid Form E

PLEASE CHECK/MARK ALL BID FORMS BEING SUBMITTED.

**BID FORM B**  
**UTILITY MOWING SERVICES - SEE EXHIBIT A**  
**CITY OF BROOKSVILLE - UTILITY SITES-BID NUMBER GG2010-03**

| Site No. | Site Name          | Approximate Area (sf) | Task Description  | Bid Price Per Mowing |
|----------|--------------------|-----------------------|---|----------------------|
| 1        | 3 Seasons L/S      | 529                   | Mowing & edging inside compound 6 foot perimeter outside compound. Chemical edging fence line twice a year. | 10.00                |
| 2        | Lamar DWP Compound | 52,785                | Mowing and edging inside compound and R/W front of compound. Chemical edging fence line twice a year.       | 36.35                |
| 3        | Kingswood L/S      | 600                   | Mowing & edging a 6 foot perimeter around structures. Chemical edging fence line twice a year.              | 10.00                |
| 4        | Diamond Creek L/S  | 651                   | Mowing (string trimmer) & edging a 6 foot perimeter around structures.                                      | 10.00                |
| 5        | Tom Varn Park L/S  | 1,136                 | Mowing & (string trimmer) & edging a 6 foot perimeter around structures.                                    | 12.00                |
| 6        | Hope Hill Well #1  | 3,025                 | Mowing & edging inside fenced compound & edging fence perimeter.  | 15.00                |
| 7        | Hope Hill Well #2  | 33,250                | Mowing & edging a 6 foot perimeter around structures, mowing 20 ft. wide roadway into site.                 | 22.90                |
| 8        | Bristolwood L/S    | 2,800                 | Mowing & edging inside compound 6 foot perimeter outside compound and front of site to R/W.                 | 15.00                |
| 9        | Creek Ridge L/S    | 2,400                 | Mowing & edging inside compound 6 foot perimeter outside compound and front of site to R/W.                 | 15.00                |
| 10       | SR 50 L/S          | 4,818                 | Mowing & edging inside fenced compound & edging fence perimeter. Chemical edging fence line twice a year.   | 15.00                |
| 11       | East Ave. L/S      | 47,740                | Mowing & edging inside fenced compound & edging fence perimeter.  | 32.88                |

**BID FORM B**  
**UTILITY MOWING SERVICES - SEE EXHIBIT A**  
**CITY OF BROOKSVILLE - UTILITY SITES-BID NUMBER GG2010-03**

| Site No. | Site Name                  | Approximate Area (sf) | Task Description  | Bid Price Per Mowing |
|----------|----------------------------|-----------------------|---|----------------------|
| 12       | Hope Hill DWP              | 66,185                | Mowing & edging inside fenced compound & edging fence perimeter. Chemical edging fence line twice a year.   | 45.58                |
| 13       | Croom Rd. Odorphos Station | 29,000                | Mowing (string trimmer) & edging a 6 foot perimeter around structures, mowing 20 ft. wide roadway into site.  | 20.00                |
| 14       | School St. L/S             | 6,880                 | Mowing & edging inside fenced compound, ditch edges to water line & edging fence perimeter including R/W in front of compound.  | 15.00                |
| 15       | Cobb Road WRF              | 434,920               | Mowing fenced area including entrance road & edging along all fences & around all structures, trees and bushes in manicured area. Including entrance road to Cobb Rd. | 300.00               |
| 16       | Hillside Ct. DWP           | 67,500                | Mowing & edging inside fenced compound, ditch edges to water line & edging fence perimeter. Chemical edging fence line twice a year.                                  | 46.00                |
| 17       | Howell Av L/S              | 54,776                | Mowing & edging to P/L & R/W including R/W in front of compound and chemical edging fence line twice a year.  | 38.00                |
| 18       | Lamar Av. Well #2          | 23,000                | Mowing & edging to P/L & R/W  | 15.00                |
| 19       | Lincoln Dr. L/S            | 728                   | Mowing & edging inside compound 6 foot perimeter outside compound.  | 10.00                |
| 20       | Parrot MS L/S              | 560                   | Mowing & edging inside compound 6 foot perimeter outside compound.  | 10.00                |
| 21       | Norborne Est. L/S          | 1,496                 | Mowing & edging inside compound 6 foot perimeter outside compound.  | 12.00                |
| 22       | Southern Hills Master L/S  | 7,200                 | Mowing & edging inside compound 6 foot perimeter outside compound and front of site to R/W.   | 15.00                |

**BID FORM B**  
**UTILITY MOWING SERVICES - SEE EXHIBIT A**  
**CITY OF BROOKSVILLE - UTILITY SITES-BID NUMBER GG2010-03**

| Site No. | Site Name                | Approximate Area (sf) | Task Description  | Bid Price Per Mowing |
|----------|--------------------------|-----------------------|---|----------------------|
| 23       | Southern Valley Loop L/S | 1,500                 | Mowing & edging inside fenced compound & edging fence perimeter.                            | 12.00                |
| 24       | Cascades L/S             | 1,680                 | Mowing & edging inside compound 6 foot perimeter outside compound and front of site to R/W. | 12.00                |
| 25       | Southern Hills PBS       | Inspect Site          | Mowing (string trimmer) & edging inside compound.   | 20.00                |
| 26       | Sea Gate L/S             | 3,710                 | Mowing & edging inside compound 6 foot perimeter outside compound and front of site to R/W. | 15.00                |
| 27       | Wal-Mart L/S             | 2,491                 | Mowing & edging inside compound 6 foot perimeter outside compound and front of site to R/W. | 15.00                |
| 28       | PHCC L/S                 | 625                   | Mowing (string trimmer) & edging a 6 foot perimeter around structures.                      | 10.00                |
| 29       | A St. L/S                | 400                   | Mowing (string trimmer) & edging a 6 foot perimeter around structures.                      | 10.00                |
| 30       | D St. L/S                | 400                   | Mowing (string trimmer) & edging a 6 foot perimeter around structures.                      | 10.00                |
| 31       | Fairgrounds L/S          | 4,200                 | Mowing & edging inside compound 6 foot perimeter outside compound.                          | 15.00                |

TOTAL: \$841.00  
 839.

NAME OF BIDDER: Ultimate Land Care SIGNATURE: Charles E Williams DATE \_\_\_\_\_

**BID FORM C**  
**SEE EXHIBIT A**  
**CITY OF BROOKSVILLE FACILITIES - BID NUMBER GG2010-03**

| Site # | Site Name                             | Sq/Ft        | Task Description   | Bid Price Per Mowing |
|--------|---------------------------------------|--------------|--|----------------------|
| 32     | Police Station                        | Inspect Site | Mowing & edging around structures, debris control and cleanup including ditches & drainage retention pond to water line.                                       | 80.00                |
| 33     | City Hall Complex                     | Inspect Site | Mowing & edging around structures debris control and cleanup including ditches & drainage retention pond to water line.  | 100.00               |
| 34     | Fire Station                          | Inspect Site | Mowing, mechanical edging, debris control and cleanup  | 70.00                |
| 35     | Tom Varn Park                         | Inspect Site | Mowing, mechanical edging, debris control and cleanup including twice a year chemical edging of walking trail pavement and cracking.                           | 275.00               |
| 36     | McKethan Park                         | Inspect Site | Mowing, mechanical edging, debris control and cleanup including twice a year chemical edging of walking trail pavement and cracking.                           | 100.00               |
| 37     | Russell St. Park                      | Inspect Site | Mowing & edging around structures, debris control and cleanup including ditches to water line.   | 60.00                |
| 38     | Candlelight R/W & Center Median       | Inspect Site | Center median and R/W at Broad St & Cortez Blvd. entrances. Mowing, mechanical edging, debris control, cleanup and twice a year chemical edging pavement edge. | 45.00                |
| 39     | Darby Lane R/W                        | Inspect Site | Apparent R/W from Candlelight Blvd to Jefferson Street Mowing, mechanical edging, debris control, cleanup and twice a year chemical edging pavement edge.      | 150.00               |
| 40     | Broad Street & Ponce de Leon R/W      | Inspect Site | R/W from Daniel north to SR700 ending at Benton Avenue. Mowing, mechanical edging, debris control and cleanup  | 90.00                |
| 41     | Broad St & Cortez Blvd Center Medians | Inspect Site | Mowing, mechanical edging, debris control and cleanup  | 60.00                |

**BID FORM C**  
**SEE EXHIBIT A**  
**CITY OF BROOKSVILLE FACILITIES - BID NUMBER GG2010-03**

| Site # | Site Name                                 | Sq/Ft        | Task Description   | Bid Price Per Mowing |
|--------|---|--------------|--|----------------------|
| 42     | Good Neighbor Trail                       | Inspect Site | Entire trail starting in Russell St. Park and ending at Jasmine Dr. Mowing, edging, debris control and clean up for 6 feet each side of trail pavement including twice a year chemical edging of pavement edging and cracking.   | 75.00                |
| 43     | Quarry GC Entrance R/W                    | Inspect Site | Apparent R/W from Broad Street to Parking Lot. Mowing, mechanical edging, debris control and cleanup   | 35.00                |
| 44     | Quarry GC Driving Range                   | Inspect Site | <b>Mowing to 1-1/2 height</b>  | 70.00                |
| 45     | Jerome Brown Center & Trail               | Inspect Site | Mowing, mechanical edging, debris control and cleanup of entire grounds and trail including twice a year chemical edging pavement edge and cracking.   | 245.00               |
| 46     | NE Corner of Darby Ln & Candlelight Blvd. | Inspect Site | Mowing and mechanical edging, debris control and cleanup.  | 40.00                |
| 47     | Cemetery                                  | Inspect Site | Rear Area Approximately 15.4 acres. Rough Mowing only.   | 300.00               |
| N/A    | Misc. Areas                               | Per Hour     | Mowing, edging and removal of weeds, underbrush and debris from areas lots as directed by City, or any other area or street right-of-way not specifically listed on other Bid Forms. Prices shall include a bush hog type mower, all machinery and personnel to accomplish assigned work. Assume two person crew and hauling of debris to a permitted disposal site. | \$ 35.00 HR          |

**TOTAL: \$ 1,795**

NAME OF BIDDER: Ultimate Lawn Care Signature: Charles E Williams Date: 6-3-2010

**BID FORM D**  
**SEE EXHIBIT A**  
**DITCH RIGHT-OF-WAYS - ROUGH MOWING - BID NUMBER GG2010-03**

| Site No       | Street Name  | Area Description          | Type of Mowing |       |          | Bid Price/each Mowing |
|---------------|--|---------------------------|----------------|-------|----------|-----------------------|
|               |  |                           | Hand           | Flail | Bush Hog |                       |
|               | <b>MISC.</b>   |                           |                |       |          |                       |
| 175           | Parks Ditches  | 50' width x 360' length   | X              |       |          | 55.00                 |
| 177           | Park Ditches   | 60' width x 1200' length  | X              |       |          | 120.00                |
| 176           | School Bus Ditch                                       | 60' width x 1000' length  | X              |       |          | 150.00                |
| 176           | School Bus Ditch                                       | 30' width x 2,400' length | X              |       |          | 180.00                |
| 178           | Ward Ditch   | 30' width x 1016' length  | X              |       |          | 70.00                 |
| 179           | Lemon Ave to RR  | all                       |                |       | X        | 110.00                |
|               | <b>DRA's</b>   |                           |                |       |          |                       |
| 180           | Candlelight Retention Pond and Interconnecting Ditches | all                       |                |       | X        | 120.00                |
| 181           | Hammock Heights  | all                       |                |       | X        | 45.00                 |
| 182           | Southway Villas  | all                       |                |       | X        | 90.00                 |
| <b>TOTAL:</b> |  |                           |                |       |          | <b>1000.00</b>        |

Name of BIDDER: Ultimate Lawn Care Signature: Charles E. Williams Date: 6-3-2010



**EQUIPMENT LISTING - BID NUMBER GG2010-03**

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this contract, including rolling stock, loaders, tractors, mowers and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's proposal non-responsive.

|      |                           | COMPANY OWNED?                      |                          |
|------|---------------------------|-------------------------------------|--------------------------|
|      |                           | YES                                 | NO                       |
| 2005 | Grasshopper mower 48"     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2003 | Simplicity Vista 48"      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2002 | John Deere mower 48"      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2005 | Triple Crown Trailer 6x12 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2003 | Homeade Trailer 6x12      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 1993 | GMC 1500                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2007 | Chevy Silverside 2500HD   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|      | 4 Wheelers                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|      | 4 Edger                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|      | 4 Blowers                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 1996 | John Deere 6410 Tractor   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|      |                           | <input type="checkbox"/>            | <input type="checkbox"/> |

Name of Bidder Ultimate Lawn Care SIGNATURE: Charles E Williams Date \_\_\_\_\_

Name of BIDDER: Ultimate Law Care  
 Submitted By: Charles E Williams Title: OWNER  
 Signature: Charles E Williams Date: 6-3-2010  
 Business Address: 13335 SW 77th Ave  
 City, State, Zip: Ocala State FL ZIP 34473  
 Telephone Number: (352) 342-2310 FAX ( — )  
 Business structure: Partnership  
 (Corporation, Partnership, Individual, etc.)

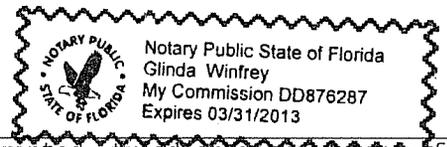
If a Partnership:  
 Name of Partner(s): Shajuan L Williams

If a Corporation: Affix Corporate Seal  
 Secretary: \_\_\_\_\_  
 Signature: \_\_\_\_\_

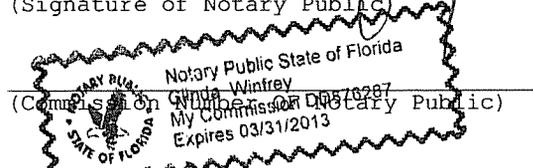
State of Florida  
 County of marion

The foregoing instrument was acknowledged before me this 4 day of June, 2010, by Dr. License, who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

Glinda Winfrey  
 (Signature of Notary Public)



(Printed, typed or stamped name of Notary Public)



NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Brooksville, Florida, a Municipal Corporation, 201 Howell Avenue, Brooksville, Florida 34601 by Charles E Williams OWNER  
[print individual's name and title]  
for Ultimate Lawn Care  
[print name of entity submitting sworn statement]

whose business address is 13335 SW 77th Ave  
Ocala, FL 34473

and (if applicable) its Federal Identification Number (FEIN) is 20-3661293

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Charles E. Hillier  
[signature]

SD2010-03  
[Reference: Proposal Number]

Sworn to and subscribed before me this 4 day of June, 2010.

Personally known \_\_\_\_\_ OR Produced identification Dr. License  
[Type of identification]

Notary Public - State of Fla.

My Commission expires 3-31-2013

Shinda Winfrey  
[Signature of Notary]

  
[Printed, typed, or stamped commissioned name of Notary Public]  
F:\DIDS\BID FOR EGRESS MASTERS Sworn Statement.doc

**CITY OF BROOKSVILLE**  
**DRUG-FREE WORKPLACE CERTIFICATION**

**Please complete Part I or Part II as applicable.**

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid/proposal submission date, the bidder is requested to certify that as part of their drug-free workplace program, they have:

(1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.

(2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Part I - PROGRAM IMPLEMENTED**

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

Charles Williams  
[Printed, typed name]

Charles E Williams  
[Signature]

State of Florida  
County of marion

The foregoing instrument was acknowledged before me this 4 day of June, 2010, by Dr. License, who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

Glinda Winfrey  
[Signature of Notary Public]

[Printed name of Notary Public]  
Notary Public State of Florida  
Glinda Winfrey  
My Commission Number 01826287  
Expires 03/31/2013

[Commission Number of Notary Public]  
Notary Public State of Florida  
Glinda Winfrey  
My Commission Number 01826287  
Expires 03/31/2013

**Part II - PROGRAM NOT IMPLEMENTED**

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid/proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

CITY OF BROOKSVILLE, FLORIDA  
MOWING SERVICE  
BID NUMBER: SD2010-03

\*\*\*\*\*

ADDENDUM NUMBER 1

Date Issued - May 21, 2010

\*\*\*\*\*

TO: All prospective proposers and others concerned.

- 1) You are hereby notified that this Addendum shall be attached to and made a part of the above named Proposal and Contract Documents, as follows:

*"The Table of Contents is replaced by the attached updated Table of Contents"*

*"Exhibit A and Exhibit B are replaced entirely by the attached updated Exhibit A."*

Minimum Technical Specifications

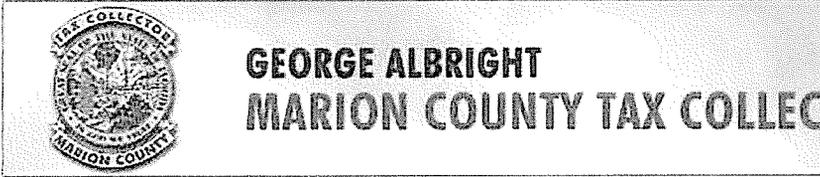
- (a) Append the following sentence to **SECTION 3.0 TYPES OF MOWING TASKS-CLEAN UP.**  
*"Clean Up does not include any damage repairs, tree removal or replacement"*
- (b) Append the following sentence to **SECTION 3.0 TYPES OF MOWING-CHEMICAL EDGING.**  
*"Application of Aquatic Herbicides will not be required for wet area or ditches."*
- (c) Append the following sentence to **SECTION 9.0 PUBLIC CONVENIENCE AND SAFETY.** *"All Weekend and holiday work will require prior approval of the CITY"*

- 2) The purpose of these changes is to clarify the locations of the work and to clarify portions of the technical specifications.

You may also contact the City Clerk's Office at (352) 540-3810 to make alternate arrangements to get the forms.

Acknowledge receipt of this Addendum #1 by signing the document and returning it with your BID. Failure to do so may subject the proposer to disqualification.

Charles E. Williams      May 20, 2010  
Authorized Signature      Date Acknowledged



- [Home](#)
- [Branch Locations](#)
- [Downloads](#)
- [Contact Us](#)
- [Site Map](#)

Main Office, McPherson Complex, 503 SE 25th Avenue, Ocala, Florida, 34471 Phone: (352) 368-8200 Mon - Fri: 8:00 am - 5:00 pm

|                          |
|--------------------------|
| Home                     |
| About Us                 |
| Property Taxes           |
| Other Licenses           |
| Motor Vehicles           |
| Boats & Vessels          |
| Hunting/Fishing Licenses |
| Occupational Licenses    |
| Tourist Development      |

### Occupational Licenses

#### REPEAL OF MARION COUNTY OCCUPATIONAL LICENSE ORDINANCE

On August 1, 2006, by a vote of 5-0, the Marion County Board of County Commissioners repealed the current Occupational License Ordinance effective October 1, 2006. There is no longer a requirement for a Marion County Occupational License after September 30, 2006. Current year Occupational Licenses will not be renewed. If requested, the Marion County Tax Collectors office will issue a current 2005-2006 Occupational License valid through September 30, 2006 at the prorated amount for the license.

This change only effects Occupational Licenses issued by Marion County. It does **not change any state regulated professional requirements, building department licensing requirements or** Occupational License requirements for cities located in Marion County.

For information concerning other regulatory agencies please contact the following:

Florida Department of Business and Professional Regulation. (850) 487-1395.

Marion County Building Department: (352) 438-2400

Marion County Licensing. (352) 438-2429

City of Ocala: If your business address is outside the city limits you do NOT need a City of Ocala Occupational License. Contractors and sub-contractors contact the City Building department at (352) 629-8421

City of Belleview: If you provide services within the Belleview city limits you may need an Occupational License. Please contact Angilia Pittsley (352) 245-7021 ext. 303 for more information. Contractors and sub-contractors contact Angela for registration requirements.

City of Dunnellon: If your business address is outside the city limits, you do NOT need a City of Dunnellon Occupational License. Contractors and sub-contractors are to contact the Community Development Department at (352) 465-8503 for city registration requirements.

- [Download Occupational License Data](#)

581439 (100/pkg Rev 02)

WACHOVIA CASHIER'S CHECK

64-7002 2611

1602118645

06/03/2010

0000634

WACHOVIA

Pay To The Order Of CITY OF BROOKSVILLE

\$ 100.00

\*ONE HUNDRED DOLLARS AND 00 CENTS

Wachovia Bank, a division of Wells Fargo Bank, N. A.

ULTIMATE LAWN CARE

Remitter

Authorized Signature

Dollars

Security Features on Back

MP

MP

⑆ 1602118645⑆ ⑆ 261170025⑆ 5079900000916⑆

**AGENDA ITEM  
MEMORANDUM**



**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBER  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER  
**FROM:** MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR  
**SUBJECT:** Park/Facilities and Streets – Walk Behind Mowers Purchase  
**DATE:** July 7, 2010

**GENERAL SUMMARY/BACKGROUND:** The Parks/Facilities Department and the Streets Division is requesting the purchase of three (3) 2009 Gravely GR 1332FX walk behind mowers, model number 988143 to be utilized by the inmate crews. The purchase of these mowers will allow the inmate crews to maintain the city street ROW, medians and other areas of the in a more efficient way, and will eliminate the need for Park staff to travel via riding mowers to Darby Lane, Candlelight Blvd, and Hwy. 41 to the Truck Route bypass to mow these street areas.

The purchase is recommended from Ariens Company-Gravely with the Florida State purchasing contract # 760-000-10-1, Group#15, Line #31 in the amount of \$2,347.02 each, for a total not to exceed of \$7,041.06.

**B** **BUDGET IMPACT and BUDGET AMENDMENT:** The funds are available in the Equipment Replacement Fund Number 503 and a 09/10 Budget amendment is requested. The 09/10 Budget amendment request is to increase Equipment Replacement Fund Machinery and Equipment (General Ledger Account # 503 000 166 19037); monies will be coming from Fund 503 Reserves.

**gjk** **LEGAL REVIEW: LEGAL:** City Council has home-rule authority (Art. VIII, 2(b), Fla Const. /Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by ordinance. Pursuant to Section 2-304 (a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive bidding process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

**STAFF RECOMMENDATION:** Staff recommends that Council approve the purchase of three (3) Gravely GR 1332FX walk behind mowers, model number 988143 in the amount not to exceed \$7,041.06 and approve the 09/10 Budget Amendment as stated above.

**Price Quote**

Date – 7.14.10

Quotation Number: 07142010

Florida State Contract No.: 760-000-10-1

To: Mike Walker-City of Brooksville

Product Quoted: Model - 98814300 Pro Walk 32 GR, Gear Drive Walk Behind, 13HP Kawasaki, w/32" Fabricated Fixed Deck

Quantity: 3

Price Per Unit: \$2,347.02

Total: \$7,041.06

Freight: Prepaid from the Factory

Estimated Delivery: 20 days from receipt of order if unit is not a stock item

Note: Shipment will be to Ariens Dealer

This quotation is good for 30 day.

Orders can be placed via email to [ocell@ariens.com](mailto:ocell@ariens.com) or faxed to Ariens Company at 920-756-4469.

Thank you for allowing us to quote these items for you. If you have any questions, please contact me at 920-756-4372.

Sincerely,



Mary Johns  
Ariens Customer Manager

cc: DM



## AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*  
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR *Mike Walker*  
SUBJECT: **Florida Junior Golf Council Grant Agreement**

DATE: July 8, 2010

**GENERAL SUMMARY/BACKGROUND:** In April 2010, The First Tee of Brooksville applied for grant funding in the amount of \$20,000.00 from the Florida Junior Golf Council (FJGC) with the hopes of securing funds to implement the First Tee National School Program (NSP) in all 12 elementary schools in Hernando County.

The purpose of the program is to offer an entry level golf curriculum designed to be part of elementary school physical education programs. Taught during P.E. classes, the program is a fun, effective way to introduce children to the basics in golf skills, etiquette and play. Along with teaching the game of golf, the program gives children character education, too, by instilling First Tee's nine core values: Honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy and judgment. Additional program information has been included to you for your review.

The total cost to fund the NSP is \$36,000, with the grant funding in the amount of \$20,000.00 and a National First Tee sponsor of \$200 per school (\$200 per school x 12 schools) of another \$2,400.00 that leaves a short fall of \$13, 570.00. The First Tee Home Office is working to secure corporate funding for us and two other grant recipients in the state to cover the shortage of funds for the program. At this time staff is working to secure local sponsors and the school district may be a potential candidate as well.

By signing the grant contract, it in no way commits the city to the matching funds needed to implement the program, if the additional funds are not obtained, we can cancel the agreement and return any of the received funds back to the FJGC. However, staff may in the near future come before Council to request a portion of the \$13,570.00 needed to implement the program or budget it in the FY10/11, with funds coming from The First Tee of Brooksville account. This is only if an additional funding source is not located.

**BUDGET IMPACT:** Based on the narrative above, Finance will insert the FJGC Grant and possible matching revenues in the 10/11 Budget within our First Tee Fund #129 if the Grant is accepted and funding sources are established. It is possible the

funds will be received this fiscal year and if so a 09/10 budget amendment will be brought back to City Council for approval if additional funds are found.

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

**STAFF RECOMMENDATION:** Staff recommends that Council authorize the Mayor to sign the grant agreement with the Florida Junior Golf Council.



## The First Tee National School Program Grant Application

As you fill out your application, please take special care to follow our guidelines. Be concise.

- This application should only be used if you are applying for funds to implement The First Tee National School Program at schools in your school district
- Please Do NOT expand the size of any response areas.
- You may include a cover letter
- Answer every question, and leave no spaces blank – use N/A if not applicable.
- Applications and attachments **MUST** be typed and submitted via email to grants@fjgc.org

### I. APPLICANT INFORMATION

|                            |  |
|----------------------------|--|
| Date of this Application   | April 27, 2010   |
| Applying Organization      | City of Brooksville- The First Tee of Brooksville                              |
| School District            | Hernando County School District  |
| Program Dates              | 2010-2011  |
| Program Director's Name(s) | Mike Walker  |
| Title(s)                   | Parks & Recreation Director  |
| Address                    | 306 Darby Lane   |
| City, State & Zip          | Brooksville, FL 34601  |
| Email                      | <a href="mailto:mwalker@cityofbrooksville.us">mwalker@cityofbrooksville.us</a> |
| Phone                      | 352-540-3830   |
| Website                    | <a href="http://www.cityofbrooksville.us">www.cityofbrooksville.us</a>         |
| Total Grant Requested      | 20,000   |

1. **Organization Applying** - Please describe your organization; when it was formed, its purpose and financial condition.

Formed in December of 2004, The First Tee of Brooksville is determined to impact the lives of young people by providing learning facilities and educational programs that promote character development and life- enhancing values through the game of golf.

Our First Tee of Brooksville is funded by The City of Brooksville, which is operated through the Parks & Recreation Department, a government agency.

Our intent is for all 12 elementary schools in our district to be reached through TFT NSP, 7 of them being Title I schools.

**2. Number of Schools Participating**

|  |     |
|--|-----|
| How many elementary schools are in your school district?                       | 12  |
| How many of those schools already participate in The First Tee School Program? | 0   |
| How many schools do you hope to fund through this grant?                       | 12  |
| What grades will be participating? – site a range of grades please             | 1-5 |

**II. HOURS OF PARTICPATION**

**1. How many total hours of participation will be available to each student?**

|                              |   |            |
|------------------------------|---|------------|
| Number of Weeks in Program   |   | 4-8        |
| Meetings per Week            | X | 4          |
| Hours Each Meeting (Average) | X | .5 (30min) |
| Total Hours per Student      | = | 8-16 Hours |

**2. Of those “Total Hours per Student” calculated above, estimate the amount of time that will be spent in each of the following categories:**

|  |            |
|--|------------|
| Total Hours per Student (from above)                         | 8-16 Hours |
| <b>Instruction Hours</b> – hours of golf instruction         | 8-16 Hours |
| <b>Practice Hours</b> – driving range, short game            | 0          |
| <b>Playing Golf</b> -- Hours playing <u>on a golf course</u> | 0          |
| <b>Life Skills</b> - Hours of Life Skills education          | 8-16 Hours |
| Other -  |            |
| Other -  |            |

**3. Total Grant Requested**

|                        |          |
|------------------------|----------|
| Grant Amount Requested | \$20,000 |
|------------------------|----------|

|                                     |          |
|-------------------------------------|----------|
| <u>Total Projected Program Cost</u> | \$36,000 |
| ÷ # of Students Participating       | 9,000    |
| = Average Cost per Student          | \$4      |
| ÷ Total Hours per Student           | 16       |
| = Average Hourly Cost               | \$.25    |

4. **Timeframe** – During what months will the program be utilized and how many days per week will each student participate?

For the months of the 2010-2011 school year.

5. **Student to Instructor Ratio**

|  |                |
|--|----------------|
| Total Instructors to be trained at each school   | 1              |
| Total students in each class                     | 25             |
| Average number of instructors used in each class | 1              |
| Student to Teacher ratio                         | <b>25 to 1</b> |

III. **PARTICIPANTS/ DEMOGRAPHICS**

1. **Total Participants** - How many students are projected to participate in your program?

|                   |       |
|-------------------|-------|
| Total Anticipated | 9,000 |
| % Male            | 48%   |
| % Female          | 52%   |
| % Minorities      | 19%   |
| % Special Needs   | 14%   |

2. **Household Income** - Estimate the household income of the students involved.

|                     |      |
|---------------------|------|
| Less than \$25,000  | 11 % |
| \$25,000 - \$50,000 | 21 % |
| \$50,000 - \$75,000 | 61 % |
| \$75,000 and above  | 7 %  |

3. **Golf Experience** - Estimate the extent of the golf background of your students.

|                        |      |
|------------------------|------|
| No Previous Experience | 100% |
| Beginner               | 0%   |
| Intermediate           | 0%   |
| Advanced               | 0%   |

**IV. INSTRUCTORS**

1. **Instructor Rates** -Please indicate any rates to be paid (see limitations under “Grant Guidelines”)

|                        | Total Number Of Instructors | Average rate/hour Paid by the Program | Normal rate/hour Charged by Instructor |
|------------------------|-----------------------------|---------------------------------------|--|
| School Employees       | 12                          | N/A                                   | N/A                                    |
| PGA/LPGA Professionals | N/A                         | N/A                                   | N/A                                    |
| PGA/LPGA Apprentices   | N/A                         | N/A                                   | N/A                                    |
| Amateur golfers        | N/A                         | N/A                                   | N/A                                    |

**V. FUTURE ACCESS TO GOLF**

1. **Future Course Access** - Describe to what extent juniors will have access after your program to practice or play on a golf course?

Current fee structure allows children 12 and under (ages NSP is geared toward in the elementary schools) free access to our city executive golf course (The Quarry GC), where TFT of Brooksville is held. The major goal in TFT and NSP partnership is for children to experience a new sport, golf, and give them an opportunity to take the next step if they would like. Every school will be invited to have field trip days or dates on weekends to the Quarry Golf Course to learn how they can get involved with TFT.

2. **Access to other Junior Programs (Critical for School Programs)** – What steps will your program take to coordinate with other junior programs or golf courses in your area to ensure access for your juniors once they become more interested in golf through your program? (Where will they go once they move up from you)? Please list program name(s) and contacts.

Our goal is to have NSP participants become involved with our local chapter as their interest in the game grows, if they would like. Giving opportunity to advance their game and life skills at our local chapter will hopefully raise interest and maybe even produce an affiliate chapter since there is no other local junior golf program around. Having on site support for our NSP program will encourage students to join locally.

Local First Tee Chapter- The First Tee of Brooksville.

- Miles Groff

The Groves Junior Golf Program - Jan Johnson

**VI. PROGRAM BUDGET**

| FUNDS RECEIVED                   | Total           |
|----------------------------------|-----------------|
| FJGC – Grant Requested           | \$20,000        |
| Other Grants -                   |                 |
|                                  |                 |
| Contributions – Individual       |                 |
| Contributions – Local Businesses |                 |
| Local Civic Organizations        |                 |
| PTA                              |                 |
| Other -                          | \$16,000        |
| <b>TOTAL FUNDS RECEIVED</b>      | <b>\$20,000</b> |

| FUNDS TO BE EXPENDED               | Per School  | Total          |
|------------------------------------|-------------|----------------|
| The First Tee Teacher Training     | 12 x\$150   | \$1800         |
| Curriculum Materials               | 12 x\$60    | \$720          |
| SNAG Equipment                     | 12 x\$2,700 | \$32400        |
| Shipping                           | 12 x\$90    | \$1080         |
| Other -                            |             |                |
|                                    |             |                |
|                                    |             |                |
|                                    |             |                |
| <b>TOTAL FUNDS TO BE EXPENDED</b>  |             | <b>\$36000</b> |
| <b>NET FUNDS (Should be zero?)</b> |             | <b>0</b>       |

**Local Financial Support** - The grant guidelines request that you secure at least 15% (approximately \$500 per school) of the funds for your program from the local community – (examples - PTA, local businesses, civic organizations and area golf clubs).

**Budget Notes:**

## VI. PROGRAM OUTCOMES MEASUREMENT

1. **Tracking Your Progress** - What measures will you take to track the progress of your program?

Evaluation of student progress is done in three facets of student learning: psychomotor (skill), cognitive (concept) and affective (core value). To assess student progress, the National School Program curriculum manual contains objectives and benchmarks that align with national physical education standards. Each lesson contains skill, concept and core value objectives that provide a focus as teachers implement lessons in their daily physical education classes. The curriculum also contains assessment charts to provide teachers with detailed lists of basic skills, concepts and core values as students progress through the lessons. Benchmarks describe culminating goals for what students should do, know and demonstrate as a part of their participation in the lessons.

Participating teachers will evaluate students once completing a series of National School Program lessons utilizing the information provided in the curriculum. National School Program staff will collect evaluation information from teachers in order to determine student success in accomplishing lesson objectives. Feedback from teachers will also be collected and evaluated in order to determine and provide additional support needed to enhance student learning and progress.

2. **Future Funding** – Describe any future funding that you will require for the schools that will be using The First Tee National School Program through this grant?

No anticipated future funding, and The First Tee of Brooksville will work very closely with Hernando County School District.

3. **Marketing the License Plate** - What efforts will your organization make to promote the marketing/sales of the Florida Golf License Plate?

The First Tee home office will issue a press release and include information on this partnership on their Website. Print collateral will be displayed and distributed at schools. Articles and announcements will be published in school newsletters to parents and communities. Opportunities at local golf tournaments to provide more information about the license plate program.

4. **Alternative Funding** - Can you proceed with this program without the support from the Florida Junior Golf Council?

No.

**VII. SIGNATURE**

Applicant Digital Signature/Disclaimer

We, the undersigned, hereby certify that we have read and understand the Florida Junior Golf Council Grant Guidelines and certify that all information included with our application is true and correct.

Mike Walker

City of Brooksville Parks & Recreation Director

4/19/2010

**Authorized Applicant**  
(typed name acceptable)

**Title**

**Date**

**Grant Checklist** - Include the following with your application:

- List of Board Members or governing body of your organization
- Program Schedules; promotional materials, if applicable
- Most recent IRS tax return form 990 or 1120
- If a 990 Is not available, provide either proof of 501(c)(3) status or provide a copy of your non-profit registration with the Florida Department of State
- List of schools to be funded and a list of schools in the district already using the First Tee Program (Use schedule to follow or include a similar list)

**VII. SCHOOLS TO BE FUNDED**

Please list the schools that are included in this grant request

|    | School Name, City Town or Area                  |
|----|---|
| 1  | Brooksville Elementary School (Brooksville, FL) |
| 2  | Challenger (Spring Hill, FL)                    |
| 3  | Chocachatti Elementary School (Spring Hill, FL) |
| 4  | Deltona Elementary School (Spring Hill, FL)     |
| 5  | Eastside Elementary School (Brooksville, FL)    |
| 6  | Explorer (Spring Hill, FL)                      |
| 7  | Floyd (Spring Hill, FL)                         |
| 8  | Moton Elementary School (Brooksville, FL)       |
| 9  | Pinegrove Elementary School (Brooksville, FL)   |
| 10 | Spring Hill Elementary School (Spring Hill, FL) |
| 11 | Suncoast Elementary School (Spring Hill, FL)    |
| 12 | Westside Elementary School (Spring Hill, FL)    |

Please list all schools in your district already using the First Tee National School Program

|    | School Name, City Town or Area |
|----|--------------------------------|
| 1  |                                |
| 2  |                                |
| 3  |                                |
| 4  |                                |
| 5  |                                |
| 6  |                                |
| 7  |                                |
| 8  |                                |
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# Florida Junior Golf Council

## Junior Golf Grant Program - Grant Agreement

**THIS GRANT AGREEMENT**, entered into this \_\_\_\_\_, \_\_\_\_\_, by and between the Florida Junior Golf Council (FJGC), hereinafter referred to as the "Grantor" and \_\_\_\_\_, hereinafter referred to as the "Grantee".

**WITNESSETH**

**WHEREAS**, the Grantor is empowered by Florida Statutes, to make grants of funds in accordance with promotion of the Florida Junior Golf Council and,

**WHEREAS**, the Florida Junior Golf Council has approved an appropriation for such grant.

**IT IS**, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

**1.0 PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

**Florida Junior Golf Council**  
 c/o Florida State Golf Association  
 8875 Hidden River Parkway, STE 110  
 Tampa, FL 33637  
 grants@fjgc.org

|  |
|--|
|  |
|  |
|  |
|  |
|  |

**2.0 NOTICES:**

All notices between the parties, provided for herein, shall be conveyed by confirmed fax, confirmed email, confirmed telex or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

**3.0 GRANT DESCRIPTION:**

The Grantee will expend grant funds in accordance grant application hereto attached subject to any modifications specified. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

|                           |  |
|---------------------------|--|
| a) Grantee:               |  |
| b) Name of Program        |  |
| c) Total Amount of Grant: |  |
| d) Grant Period:          |  |

- e) **Reporting Schedule:** Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the program, incurred by Grantee during the Grant Period will be eligible for reimbursement.

#### 4.0 **GRANT REQUIREMENTS:**

(a) **Signage:** Grantee agrees to initiate efforts to market the golf license plate. Grantor agrees to provide logo and advertising materials to assist the Grantee advertise the golf license plate accordingly.

(b) **Audit:** Grantee will complete an accounting of the program's financial activity within ninety (90) days after the program is complete.

(c) **Records:** Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with the program and available for financial audit as may be requested by the Grantor. Records shall include books, records, photos, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of one (1) year after termination of this Agreement.

(d) **Cancellation:** Grantee shall notify the Grantor immediately if the program is canceled or rescheduled and the Grantee shall return any funds dispersed which have not already been expended on program activities, pursuant to this Agreement within seven (7) days of such cancellation or rescheduling.

(e) **Insurance:** Grantee shall provide proof of insurance listing the State of Florida and the Grantor as an additional insured, within thirty (30) days prior to the program with a minimum liability coverage of \$1,000,000 per occurrence.

(f) **Indemnification:** Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. ~~The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor harmless from all claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement.~~

#### 5.0 **TERMINATION:**

(a) **Breach:** The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) **Refusal to Grant Public Access:** This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

#### 6.0 **PAYMENTS:**

(a) **Transfer of Funds.** Two payments are hereby agreed to and funds will be transferred and made available by the Grantor to the Grantee per the following payment schedule and requirements:

- a. **Payment Schedule;**
  1. The Grantor, upon receipt of a fully executed Grant Agreement, will disburse one payment of one-half of the Grant Award to the Grantee.
  2. The final disbursement of the remainder of the Grant Award will be made after the Grantee submits the final report and request for reimbursement within ninety (90) days of

the last day of the program, and satisfaction of all other requirements per this Grant Agreement has been met.

b. Requirements:

1. All disbursements/payments are considered a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period.

2. Only those items identified in the Grantee's approved Grant

Application will be reimbursed.

(b) Availability of Funds: The Grantor's liability under this Grant Agreement is contingent upon the continued availability of appropriated funds generated by the Florida Golf License Plates. In the event this Grant Agreement extends beyond the Grantor's current fiscal year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being generated by said sale of license tags. The Grantor shall be the final determiner of the availability of such funds.

7.0 LEGAL REQUIREMENTS:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Dade Hernando County, Florida.

(b) Grantee agrees to comply with any applicable federal, state, and local laws related to the execution of the program.

8.0 MODIFICATION: This writing contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No Florida Junior Golf Council Grant Agreement agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 ASSIGNMENT: Grantee is not permitted in any manner to assign its rights or obligation under this Grant Agreement.

10.0 MISCELLANEOUS: Limitations on the recovery of damages which are specifically provided by Florida Statute or general law or established by rulings of Florida courts shall apply to this Grant Agreement. Such limitations include, but are not limited to, the following:

(a) As an agency of the government of the State of Florida, the Grantor is liable for damages only to the extent provided by section 768.28, Florida Statutes, and any other applicable Florida Statutes.

(b) The Grantor is not bound by any agreements to indemnify, hold harmless, or for liquidated damages or cancellation charges.

(c) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida of any right to initiate litigation.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

**FLORIDA JUNIOR GOLF COUNCIL**

\_\_\_\_\_  
**Board Chairman**  
**Florida Junior Golf Council**

\_\_\_\_\_  
**Date**

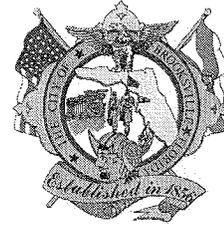
**GRANTEE:**

\_\_\_\_\_  
**Signature of Authorized Agent**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**CONSENT AGENDA ITEM  
MEMORANDUM**



**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** T. JENNENE NORMAN-VACHA  
CITY MANAGER 

**SUBJECT:** ENERGY SYSTEMS GROUP – AUDIT AGREEMENT

**DATE:** MAY 27, 2010

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**GENERAL SUMMARY:** At its meeting on May 17, 2010, City Council approved moving forward with a more comprehensive audit and authorized issuance of a letter of intent to Energy Systems Group (ESG).

ESG has returned the following “Energy Audit Agreement” to serve in the capacity of a letter of intent. The agreement outlines ESG’s obligation to conduct a detailed energy audit with a specific “scope of work” that they will perform on behalf of the City of Brooksville. Following the results of the audit contemplated by this agreement, as reported to City Council, the audit results and a subsequent “Energy Performance Contract” will be brought back to Council for consideration. This agreement does not obligate the City to any cost.

**BUDGET NOTE:** There is no budget impact for this agreement.

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

**STAFF RECOMMENDATION:** Staff recommends Council approval of the Agreement/Scope of work and authorization for the City Manager to sign the agreement on behalf of the City.

**ATTACHMENTS:** Agreement

## **ENERGY AUDIT AGREEMENT**

This Energy Audit Agreement (“Agreement”), effective the last date signed below, is by and between the **City of Brooksville**, located at 201 Howell Ave. Brooksville, FL 34601 (the “Agency”) and **Energy Systems Group, LLC** with an office at 17757 US Hwy 19 N, Clearwater, FL 33764 (the “Company”) (each a “Party” and collectively the “Parties”).

**Whereas**, the Company is party to the state term contract procured by the State of Florida, Department of Management Services, ITN No. DMS 973-320-08-1, Comprehensive Energy Strategy, which enables the Company to perform work under the Guaranteed Energy Performance Savings Contract Act, codified at section 489.145 of the Florida Statutes; and

**Whereas**, the Agency is responsible for the operation, management and maintenance of the facilities identified on Attachment A to this Agreement (the "**Facility(s)**"); and

**Whereas**, a comprehensive investment grade technical energy audit (the “**Energy Audit**”) and savings analysis (the “**Report**”) must be performed at the Facility in order to determine the feasibility of entering into a guaranteed energy performance savings contract (“**Energy Performance Contract**”) to provide for the installation and implementation of energy conservation measures (“**ECMs**”) at the Facility; and

**Whereas**, if the ECMs are demonstrated to be feasible, and if the amount of energy cost savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Facility(s), the Parties intend to negotiate an Energy Performance Contract under which the Company shall design, procure, install, implement, maintain and monitor such ECMs at the Facility(s);

**Therefore**, the Parties agree as follows:

### **Article 1: Scope of Energy Audit**

The Company will perform the Energy Audit and prepare the Report that specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility(s). The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility(s) as a result of the installation of the recommended ECMs. The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facility(s) (i.e., accurate marginal cost for each unit of savings at the time the audit is performed; documented material and operational costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility(s) compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc.). The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the Company's plan for installing or implementing the ECMs in the Facility(s), including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating an Energy Performance Contract between the Agency and the Company; however, the Agency shall be under no obligation to negotiate such a contract.

The Company shall perform the following tasks in performing the Energy Audit and preparing the Report:

A. Collect General Facility(s) Information

The Company shall collect general Facility(s) information such as: size, age, construction type, condition and general use of the Facility(s). The Company shall also collect and summarize Facility(s) utility cost and consumption data for the most recent 24-36 month period. The Company shall evaluate the impact on utility cost and consumption of any energy initiatives currently being installed or currently planned to be installed by the Agency in the Facility(s) which will remain separate from the Energy Performance Contract throughout the duration of that agreement.

The Agency shall make available (or cause its energy suppliers to make available) all available records and data concerning energy and water usage for the Facility(s) for the most current 24-36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility(s) or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility(s); any comfort problems, code deficiencies and description of energy management procedures presently utilized. The Agency shall also make available a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently planned to be installed by the Agency in the Facility(s) separate from the energy service agreement throughout the duration of that agreement. The Agency shall also make available copies of drawings, equipment logs and maintenance work orders to the Company.

B. Analyze Existing Systems and Equipment

The Company shall compile an analysis based on a physical inspection of the major electrical and mechanical systems at the Facility(s), including:

1. Cooling systems and related equipment
2. Heating and heat distribution systems
3. Automatic temperature control systems and equipment
4. Air distribution systems and equipment
5. Outdoor ventilation systems and equipment
6. Kitchen and associated dining room equipment, if applicable
7. Exhaust systems and equipment
8. Hot water systems
9. Electric motors 5 HP and above, transmission and drive systems
10. Interior and exterior lighting including traffic lighting street lighting and parking lot lighting
11. Laundry equipment, if applicable

12. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
13. Utility Meters
14. Water and Wastewater systems
15. Other major energy using systems, if applicable.

The analysis shall address the following considerations:

1. the loads, efficiencies or hours of operation for each system (where Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings appropriate measurements are required unless waived by the Agency); and
2. current operating condition for each system.

The Company shall conduct interviews with Facility(s) operation and maintenance staff regarding the Facility(s)'s mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

The Company shall examine the most recent 24-36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. The Company shall consult with Facility(s) staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

The Company may, upon recommendation by the Agency, analyze loading, usage and/or hours of operation for all major end uses representing more than 5% of total Facility(s) consumption including, but not limited to:

1. Lighting
2. Heating
3. Cooling
4. HVAC motors (fans and pumps)
5. plug load (independent devices greater than 5%)
6. kitchen equipment
7. other equipment
8. miscellaneous

Where loading and/or usage are highly uncertain, the Company shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the Agency. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment.

D. Develop List of Potential ECMs

The Company shall:

1. identify and propose potential ECMs for installation or implementation at the Facility(s), including water conservation measures

2. estimate the cost, savings and life expectancy of each proposed ECM;
3. specify Facility(s) operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;
4. provide analysis methodology, supporting calculations and assumptions used to estimate savings, which shall be based on the life cycle cost calculations provided in section 255.255 of the Florida Statutes. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided;
5. for savings estimates using computer simulations, the Company shall provide access to the program and all inputs and assumptions used, if requested by the Agency;
6. provide a preliminary savings measurement and verification plan for each of proposed ECMs;
7. provide a preliminary commissioning plan for the proposed ECMs;
8. provide detailed calculations for any rate savings proposals;
9. provide detailed supporting calculations for any proposed maintenance or other operational savings;
10. estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.); and
11. for all proposed ECMs, the Company shall comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis.

E. Select Final Recommended ECMs

The Company shall, in consultation with the Agency, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility(s).

F. Provide Cost and Fee Estimates

The Company shall provide detailed estimates of all costs and fees associated with the installation and implementation of the ECMs including:

1. engineering/design costs for individual ECMs
2. contractor/vendor estimates for individual ECM unit costs
3. construction management fees for the project
4. commissioning costs for individual ECMs
5. initial training costs
6. annual service fees including:
  - measurement and verification
  - maintenance
  - performance monitoring
  - ongoing training services
7. other costs/fees (specify)

G. Develop Savings Estimates

The Agency has endeavored to provide the Company with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the Company shall seek written guidance from the Agency. Agency's rejection of certain calculations of savings or rejection of certain items as allowable savings in the Report shall be at the risk of the Company.

The following items will be allowed as savings or in the development of savings:<sup>1</sup>

- Agency material/commodity cost
- Outside maintenance labor cost (if applicable)
- Agreed escalation rates for natural gas
- Agreed escalation rates for electricity
- Agreed escalation rates for water
- Agreed escalation rates for material/commodity cost savings
- Agreed escalation rates for allowable labor savings

H. Deliver the Report

The Company shall complete and deliver the Report to the Agency by \_\_\_\_\_ (if blank, then ninety (90) days from the effective date of this Agreement), in the following format:

1. An executive summary which describes the Facility(s), ECMs evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each ECM.
2. A discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.
4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.
5. Conclusions, observations and caveats regarding cost and savings estimates.
6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

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<sup>1</sup>. Unless otherwise agreed in writing, escalation rates shall tie to the Consumer Price Index. The value of fuel and water unit savings shall be escalated using actual rate increases as they occur over the term of the contract. The base rate value for each fuel and water unit shall not devalue in the event of any rate decrease.

Acceptance of the Report by the Agency if ECMs are Feasible. The Agency shall conduct and complete a technical review within sixty (60) days of its receipt of the Report, unless otherwise stated in Attachment A. The Agency shall accept the Report if the recommended ECMs are feasible and the projected energy cost savings are equal to or greater than the total projected costs of the design and installation of the recommended ECMs. If the Agency determines that one or more of the recommended ECMs is not feasible, the Agency shall give the Company written notice of any and all said objections, in detail, within fourteen (14) days after completing its technical review of the Report. The Company shall correct the Report and submit a revised draft within twenty-one (21) days of said notification. The Agency shall have fourteen (14) days from receipt of the revised Report to notify the Company if any objections have not been corrected. This re-submission process shall continue until (1) the date all material concerns are resolved and the Report is accepted, or (2) the dispute is otherwise resolved.

## **Article 2: Energy Performance Contract**

The Parties intend to negotiate an Energy Performance Contract under which the Company shall design, install and implement ECMs and provide certain maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such an Energy Performance Contract. The terms and provisions of such an Energy Performance Contract shall be set forth in a separate agreement. This Agreement shall automatically terminate upon the Parties' execution of an Energy Performance Contract relating to the Facility(s).

## **Article 3: COMPENSATION TO Company**

- A. Except as otherwise provided below, within 60 days after Agency's acceptance of the final Energy Audit report, Agency shall pay Company Five Thousand dollars (\$5,000) (the "Energy Audit Fee") for performance of the Energy Audit.
- B. If Agency executes an Energy Performance Contract with Company within 60 days after submission of the final Energy Audit Report, or such longer period as the parties may mutually agree, the Energy Audit Fee shall be incorporated into Company's project costs and Agency will not be required to pay the Energy Audit Fee.
- C. Should Company determine at any time during the Energy Audit, that savings sufficient to fund the implementation of any one or combination of recommended ECMs cannot be attained the Energy Audit will be terminated. In this event this Agreement shall be terminated in accordance with Article 4 and Agency shall have no obligation to pay the Energy Audit Fee. However Agency may, in its discretion, elect to have Company complete the Energy Audit and Agency shall pay Company the Energy Audit Fee for said services.
- D. If, prior or subsequent to the completion of the Energy Audit or Report, the Agency notifies the Company in writing that it has elected to terminate this Agreement the Agency shall reimburse the Company for the percent of the Audit and Report completed as of the effective date of the termination, the amount being determined as fair and equitable by the Agency and the Company. Termination shall be effective upon Company's receipt of written notification from the Agency.

## **Article 4: Termination**

- A. By Company:

The Company may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the completion of the Energy Audit and Report if:

- (i) It determines that it cannot guarantee a minimum amount of energy and cost savings through the implementation of an energy performance contracting project at the Facility(s); or
- (ii) It determines that even though it can guarantee a minimum amount of energy and cost savings in energy costs, that amount would be insufficient to cover the costs associated with performing this analysis, installing ECMs and related maintenance and monitoring services.

Termination under this section shall be effective upon the Agency's receipt of written notification from the Company stating the reason for the termination and all supporting documents. The Company shall provide the Agency with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

**B. By Agency:**

The Agency may terminate this Agreement:

- (i) If the Company fails to complete the Energy Audit and deliver the Report to the Agency within the time established in Article 1, above; or fails to obtain a written extension of that time from the Agency. Termination under this subsection B (i) shall be effective upon the Company's receipt of written notification from the Agency that the deadline for submission of the Report has passed. The Company shall provide the Agency with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.
- (ii) If, prior or subsequent to the completion of the Energy Audit, the Company notifies the Agency in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon the Company's receipt of written notification from the Agency. The Company shall provide the Agency with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

**C. By Either Party:**

Either Party may terminate this Agreement, when the Party deems it to be in its best interest to do so, by providing the other Party thirty (30) days written notice of its intent to do so. Termination shall be effective thirty (30) days after receipt of the written notice.

**Article 5: Standard Terms and Conditions**

**Section 1. Agreement Term**

This Agreement term shall commence on the effective date of the Agreement and end on December 31, 2011, unless earlier terminated pursuant to the provisions of Article 4 hereof.

## Section 2. Materials, Equipment and Supplies

The Company shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the Energy Audit and prepare the Report.

## Section 3. Patent and Copyright Responsibility

The Company agrees that any material or design specified by the Company or supplied by the Company pursuant to this Agreement shall not knowingly infringe any patent or copyright, and the Company shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the Company in the performance of the Energy Audit and preparation of the Report.

## Section 4. Release and Indemnity

The Company agrees to assume all risk of loss and to indemnify and hold the Agency, and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to or destruction of property because of the Company's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the Agency, the Agency shall give prompt written notice thereof to the Company and the Company shall have the right to compromise or defend the same to the extent of its own interest. The Company further agrees to maintain adequate insurance to protect the Agency against such risks. The Company also agrees to indemnify and hold the Agency harmless should any goods or services provided by the Company infringe upon the patent, copyright or trade secret of another.

## Section 5. Dispute Resolution

The Agency and the Company recognize and acknowledge that efforts should always be made to avoid or prevent disputes through effective partnering, good communications, and joint decision making; and that timely requests for clarification and for information will help ensure a better understanding of issues and problems and lead to the elimination of doubts, uncertainties, and ambiguities. Nevertheless, the Agency and the Company also recognize that disputes may develop between them and, in such event, wish to establish procedures to be followed to resolve such disputes in the shortest possible time and at the least possible expense to the Agency and the Company.

Any conflict or dispute between the Agency and the Company shall be resolved in accordance with the procedures specified in this Agreement, which shall be the sole and exclusive procedures for the resolution of any such disputes. As a condition precedent to the right to commence litigation, the Parties agree to participate in mediation to resolve any conflict or dispute arising out of this Agreement. The Parties further agree to select a Florida Supreme Court Certified Mediator to conduct the mediation.

Notwithstanding any provision to the contrary, neither of the Parties shall be excluded from recovering any special, consequential, or punitive damages.

## Section 6. Personnel

All Company employees, subcontractors, or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Company shall furnish a copy of technical certification or other proof of qualification. All Company employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Agency. The Agency may conduct, and the Company shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Company. The Agency may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Agency's security or other requirements. Such approval shall not relieve the Company of its obligation to perform all work in compliance with the Agreement. The Agency may reject and bar from any facility for cause any of the Company's employees, subcontractors, or agents.

The Company, together with its agents, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Agency or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, the Company shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the Agency with certification of such insurance upon request. The Company remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

## Section 7. Compliance with Applicable Law

In performing this Agreement, the Company shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Agreement. By way of further non-exhaustive example, the Company shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination. The Agency may cancel the Agreement if the Company refuses to allow public access to all records made or received by the Company in conjunction with the Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) of the Florida Statutes. Venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Hernando County, Florida

Section 8. Waivers

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

Section 9. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 10. Capacity to Contract

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the Agreement. The Company warrants that it is in good standing and legally authorized to transact business in Florida. The Company warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Company's ability to satisfy its Agreement obligations. The Company warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Company shall immediately notify the Agency in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Section 11. Confidential Information

Each Party may have access to confidential information made available by the other Party (see particularly, but not exclusively, subsection 119.07(ee) and section 119.071 of the Florida Statutes). Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the Agency will be governed by the Public Records Act, chapter 119 of the Florida Statutes.

Section 12. Project Management

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

City Manager  
City of Brooksville  
201 Howell Ave.  
Brooksville, Florida 34601  
(352) 540-3810

Energy Systems Group  
17757 U.S. HWY 19 North, Suite 210  
Clearwater, Florida 33764-6592  
Office: 727-533-0403 ext 226  
Fax: 812-492-8397

Either Party may change its point of contact by written notice to other Party's then-current designated contact, which shall not constitute a formal amendment to this Agreement.

Section 13. Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the Parties. The Agreement may only be modified or amended upon mutual written agreement of the Parties. No oral agreements or representations shall be valid or binding upon the Agency or the Company.

Section 14. Execution in Counterparts

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

SO AGREED:

**City of Brooksville**

\_\_\_\_\_  
By: T. Jennene Norman-Vacha, City Manager

\_\_\_\_\_  
Date

**Energy Systems Group, LLC**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

**Attachment A**  
**to Energy Audit Agreement**

**Name of Facility:**

City Hall  
Police Department  
Fire Department  
Operations Warehouse  
Recreation Center  
Water Plant  
Waste Water Plant  
Streetlights/Parking Lot  
Parks and Recreations



REGULAR AGENDA ITEM  
MEMORANDUM

AGENDA ITEM NO. F-1  
7/19/10

**To:** The Honorable Mayor and City Council Members

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

**From:** Richard W. Radacky DPW Director and  
Stephen J Baumgartner, Finance Director

**RE:** Ordinance No. 809

**Date:** July 19, 2010

**GENERAL INFORMATION**

Council, at its Monday, June 21, 2010 meeting approve the first reading of Ordinance No. 809 for refunding meter deposits for residential customer accounts with good credit history and implementing cycle billing. Staff is presenting said ordinance for final approval upon second reading and roll call vote.

In addition, the proposed ordinance is being accompanied by a Resolution that outlines the new policies that will implement key provisions of the proposed Ordinance, the resolution provides staff with clear direction as to the new policies and procedures based on City Council direction and approval.

Because utility revenues are pledged as collateral on several of the City's municipal bonds, staff sought review of the proposed ordinance from the City's Bond Counsel. The City obtained a formal legal opinion from our Bond Counsel concerning the refund of utility deposits. Bond Counsel Foley & Lardner, LLP advised the City, in a letter dated May 19, 2010 which is attached, that there was no prohibition for water and sewer deposit refunds.

**BUDGET IMPACT**

We believe these recommendations are prudent, fair to our customers, and will have very minimal budget impact. The City earns no revenue from the utilities deposits. However, the utilities deposit is a safety net for the City in case a customer does not maintain a good payment history.

**LEGAL REVIEW**

The City is vested with home rule authority pursuant to Art. I, Section 2 of the Fla. Const. and Chapter 166, Fla. Stat., to enact ordinances; and pursuant to Section 1.03 and Section 2.13 of the Charter, the City has the power to enable it to conduct municipal functions and to adopt ordinances to carry out those functions.

**STAFF RECOMMENDATION**

We recommend approval of Ordinance No. 809 on second reading.

**ORDINANCE NO. 809**

**AN ORDINANCE AMENDING CHAPTER 86 "UTILITIES", OF THE CODE OF ORDINANCES; AMENDING ARTICLE III, "SEWERS", DIVISION 1. GENERALLY, BY DELETING SECTION 86-106; AMENDING ARTICLE IV, "SERVICE RATES, CHARGES AND BILLING", DIVISION 1. GENERALLY, SECTION 86-186 TO PROVIDE FOR CYCLE BILLING; AMENDING ARTICLE IV, "DEPOSITS", DIVISION 2. GENERALLY SECTION 86-211 THROUGH 89-221 TO PROVIDE FOR REFUND OF DEPOSITS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 1.03 and Section 2.13 of the Charter of the City of Brooksville, the City has the power to enable it to conduct municipal functions and to adopt ordinances;

**WHEREAS**, Fla. Stat. §180 defines and sets forth the methods for the administration of municipal public utility services, establishing rates, and collection of deposits;

**WHEREAS**, Fla. Stat. §366 defines and sets forth the methods of establishing rates, adjustments, penalties and exemptions for water and wastewater systems; and,

**WHEREAS**, the City desires to amend Chapter 86 to more effectively address the methods to be used for the monthly utility billing, utility payments in default, establishing the use of deposits and the retention of deposits.

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

**SECTION 1. AMENDMENT TO CHAPTER 86, UTILITIES, ARTICLE III, "SEWERS" DIVISION 1.** Section 86-106. Deposit Required is hereby deleted in its entirety, reserving the section number.

Sec. 86-106 Reserved.

**SECTION 2. AMENDMENT TO CHAPTER 86, UTILITIES, ARTICLE IV, "SERVICE RATES, CHARGES AND BILLING," DIVISION 1. GENERALLY. SECTION 86-186.** Section 86-186 is amended as follows:

**Sec. 86-186. When bills payable; penalty for delinquency; service subject to discontinuance.**

(a) Bills for the monthly charges and fees mentioned in this article shall be payable on the 20th calendar day after the billing date and, if such monthly bill shall be and remain unpaid on or after the 20th calendar day after the billing date, a penalty of ten percent shall be imposed and be added to the bill, and, the service (water, sewer, irrigation water, and solid waste collection, if applicable) to the customer shall be subject to discontinuance and shall not be reconnected or resumed after discontinuance until all past due bills and fees are fully paid, together with the discontinuance and reconnection charge as provided in Section 86-187. If the 20th calendar day after the billing date falls on a date in which the City is closed, the monthly charges and fees shall be payable on the next business day in which the City.

(b) Unless otherwise specified herein, monthly bills for charges and fees for water service, sewer service and solid waste collection shall be mailed, or transmitted electronically, to all utility account holders. Where water, sewer or solid waste collection services are furnished to a single account, all charges for said services shall be included on one bill rendered by the City; provided, however, that each such bill shall show water, sewer or solid waste collection charges and fees separately. A monthly bill for an amount less than an administratively determined minimum billable amount, which may be established by the City Manager, shall not be required, and the balance due on any such account shall be added without penalty to the next billing.

**SECTION 3. AMENDMENT TO CHAPTER 86, UTILITIES, ARTICLE IV, "DEPOSITS" DIVISION 2. GENERALLY SECTIONS 86-211 THROUGH 86-221.**

Sections 86-211 through 86-240 are amended as follows:

**Sec. 86-211. Deposits Required.**

(a) The owner, tenant or occupant of each lot or parcel of land within the City, who may become obligated to pay for water, sewer or solid waste collection services, and from the customer applicant therefor, shall pay a deposit as established by the City Council by resolution, as reasonable and equitable, to ensure payment of such water, sewer or solid waste collection fees and charges as the same become due and payable. Such deposits shall be posted with the Finance Department and a receipt obtained therefor before any such service is made to either City water, sewer or solid waste collection services.

(b) The city reserves the right to analyze a customer's account and payment record to determine the amount of deposit required, to ensure payment of any and all sums which may be or become due and owing to the City for such water, sewer or solid waste collection service. If additional deposits are required, such deposits shall be made in that additional amount to be determined in accordance with procedures established by City Council and set forth by resolution.

(c) If an applicant for new or additional water, sewer or solid waste collection service is already served by one of the City's water, sewer or solid waste systems, the deposit required for the existing account shall be deemed sufficient, unless an additional deposit may be required pursuant to Sec. 86-211(b).

**Sec. 86-212. Receipt for deposit.**

For each deposit a receipt shall be prepared and provided to the depositor and the City shall retain a record of such deposit.

**Sec. 86-213. Credit to deposit fund; interest.**

All deposits shall, upon receipt, be credited to the respective water, sewer or solid waste collection deposit fund and shall be held, in trust, until date of refund or until date of default, if any, in payment of bills. The accrued interest on any deposit shall be payable from the respective deposit fund upon date of refund of deposit, upon date of default, if any, in payment of bills, as authorized by the City Manager, or as otherwise required by law.

**Sec. 86-214. Refund of deposits.**

(a) If all bills are promptly paid and no default shall occur, then such deposit shall be refunded in full to the depositor upon discontinuance of service at his or her request, together with accrued interest, if any; or

(b) If all bills are promptly paid and no default shall occur, the City may determine to issue a refund of such deposit for water, sewer or solid waste collection accounts that meet certain criteria. Said criteria shall be established and set forth by resolution of the City Council. Refunds provided under this provision shall be credited to the eligible water, sewer or solid waste collection accounts.

**Sec. 86-215. Procedure for refund.**

(a) Upon demand for or authorization of refund of any deposit, and interest accrued thereon, and provided that there is at the time no outstanding bill or charge legally secured thereby, the finance department shall make such refund forthwith of both principal and interest.

(b) In all cases of refund, or partial refund after charging a deposit with sums due and secured thereby, or in case of complete exhaustion of any such deposit by reason of such charges, notation shall be made on the appropriate city records to the end that such copy may at all times show what charges, if any, have been made against it, and what refund, if any, has been made on account thereof.

**Sec. 86-216. Requests to discontinue service; subsequent customers.**

(a) In every case where a customer ceases to require water, sewer or solid waste collection service, whether by reason of ceasing to occupy the premises served or for any other reason, whether or not such customer shall have been required to post a deposit in accordance with the provisions of this division relating to deposits, such customer shall promptly notify the City and request that service be disconnected.

(b) In every case where such request for disconnection is not made as provided in this section, the regular charges for water, sewer or solid waste collection service will continue to be made against such customer and shall be collectible from him, including charges for water consumed, if any, through such service connection, whether such consumption is by such customer, or by any successor in

occupancy, or otherwise, and whether such consumption is with the knowledge and consent of such customer or not.

(c) Notwithstanding the foregoing provisions of this section, but in addition thereto, each person, before beginning to use water or sewer service from any service connection or solid waste collection services, shall first comply with the provisions of section 86-211 even in those cases, if any, where he may find such service already on and available for use or being provided.

**Sec. 86-217. Deposit required for water used in construction.**

All contractors or builders shall post a minimum meter deposit for construction water. If the final water bill is greater than the amount of deposit, the bill must be paid in full before any further connections will be allowed.

**Sec. 86-218. Transfer fee for meter deposits.**

Any user of the City's solid waste collection, water or sewer system, whether residential or commercial, who wishes to transfer the deposit as required for such service, for any reason permitted by the city, shall be charged a transfer fee, which shall be fixed by the City Council by resolution.

**Secs. 86-219--86-240. Reserved.**

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

**SECTION 5. CONFLICTS AND REPEALER.** This Ordinance shall be cumulative of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance, which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 6. AMENDMENT TO CODE.** This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 86, formerly Chapter 17, 1988 Code, as directed herein.

**SECTION 7. CODIFICATION.** The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 4, 5, 6, 7 and 8 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall take effect the 1<sup>st</sup> day of August 2010.

**CITY OF BROOKSVILLE**

Attest: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

By: \_\_\_\_\_  
Lara Bradburn, Mayor

PASSED on First Reading June 21, 2010

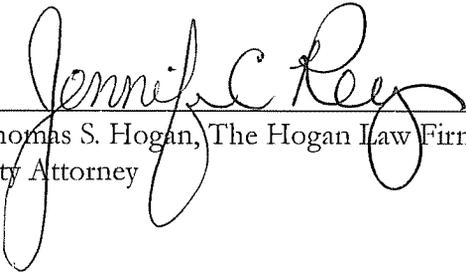
NOTICE Published on \_\_\_\_\_

PASSED on Second & Final Reading \_\_\_\_\_

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

VOTE OF COUNCIL:

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Johnston \_\_\_\_\_  
Lewis \_\_\_\_\_

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

RESOLUTION NO: 2010-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, ADOPTING A POLICY FOR THE IMPLEMENTATION OF REFUNDS OF METER DEPOSITS; PROVIDING FOR EXEMPTIONS OF DEPOSITS AND PRIOR INDEBTEDNESS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Brooksville adopted Ordinance Number 809 on July 19, 2010, authorizing the refund of deposits to residential customers with good credit standing; and,

**WHEREAS**, said Ordinance requires the City Council to adopt a resolution establishing the policies to implement the refund of meter deposits.

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

**SECTION 1. DEPOSIT AMOUNT.** That the deposit amount required by Section 8-211 of the City's Code of Ordinances for water, sewer or solid waste connections shall be as follows:

- A. **Residential Service Connection Deposit.** Residential service connections shall be charged a deposit of \$150.00.
- B. **Non Residential Service Connection Deposit.** Non-residential service connections shall be charged a deposit based on meter size, as follows:

| <u>Meter Size</u> | <u>Deposit Amount</u> |
|-------------------|-----------------------|
| 5/8" x 3/4"       | \$150.00              |
| 1"                | \$250.00              |
| 1 1/2"            | \$350.00              |
| 2"                | \$450.00              |
| 3"                | \$600.00              |
| 4"                | \$900.00              |
| 6"                | \$1500.00             |

- C. **Solid Waste Collection Service Deposit.** The deposit for solid waste collection, when a customer does not have an existing water or sewer account, is \$150.00

**SECTION 2. ADDITIONAL DEPOSIT AMOUNTS; REDUCTIONS.** A customer may request a deposit reduction if the existing deposit exceeds the total of the three highest bills for water (and sewer, if applicable) during the preceding twelve-month period, provided that the deposit shall not be less than \$150.00. If periodic review of an account determines the deposit is less than three times the average billing for the previous twelve-month period, the required deposit may be increased accordingly, or if service has been discontinued for non-payment, the total deposit required will be increased by fifty (50%). The customer will have the option of providing any additional deposit due in three equal monthly installments.

**SECTION 3. REFUND OF RESIDENTIAL DEPOSITS.** Deposits for residential service accounts for water or sewer service and solid waste collection service shall be refunded to the customer after a period of twenty-four (24) months; provided that an acceptable payment record has been maintained for the entire twenty-four (24) month period. For all accounts eligible for a refund, the City shall refund the principle amount of the deposit and interest, if any, as a credit to the customer's account.

- A. An acceptable payment record, for the purpose of this section, shall mean that the customer's account as reflected in the city's record has no late charges, no disconnections or discontinuances of service and no checks refused or dishonored by a bank or a similar institution during the twenty-four month period.
- B. If, following a refund pursuant this Section 3.A., the customer fails to maintain an acceptable payment record, as said term is defined herein, a new deposit may be required based on an analysis of the customer's account provided by Section 86-211(b).
- C. Nothing contained herein shall prevent the City from requiring a deposit from any customer who shall become delinquent in payments while on a no-deposit status.

**SECTION 4. EXEMPT CUSTOMERS.** Certain residential customers shall not be required to make a deposit necessitated by Section 86-211 of the City's Code of Ordinances. In the event a residential customer currently holds an account and that residential customer has not violated any of the conditions set forth in Section 3.A of this Resolution, that residential customer may be exempt from paying an additional deposit for water or sewer service or solid waste collection service.

**SECTION 5. FEE FOR TRANSFER OF DEPOSITS.** A fee of \$25.00 shall be charged for any permitted transfer of deposit for water or sewer service or solid waste collection service.

**SECTION 6. PAYMENT OF PRIOR INDEBTEDNESS.** The City may withhold or discontinue water or sewer service or solid waste collection service under an application made by a member or agent of the family, household, organization or business unless all prior indebtedness to the city for such family, household, organization or business for prior service has been paid in full.

**SECTION 7. CONFLICT.** Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

**SECTION 8. SEVERABILITY.** In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 9. EFFECTIVE DATE.** This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THIS 19th DAY OF July, 2010.

CITY OF BROOKSVILLE

BY: \_\_\_\_\_  
Lara Bradburn, Mayor

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

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

VOTE OF CITY COUNCIL

Bernardini     \_\_\_  
Bradburn       \_\_\_  
Burnett         \_\_\_  
Johnston       \_\_\_  
Lewis           \_\_\_

\_\_\_\_\_  
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC  
City Attorney

**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**VIA:** T. JENNENE NORMAN-VACHA  
CITY MANAGER 

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

**SUBJECT:** Ordinance No. 810 – Amending the City’s Election Code Section 30-5

**DATE:** July 19, 2010

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**GENERAL SUMMARY:**

At the City Council meeting on Monday, June 21, 2010, Council passed the first reading of ordinance No. 810 to replace Emergency Ordinance No. 808 adopted by Council on Monday, June 7, 2010. Ordinance 808 updated the language of Section 30-5 of the elections code relating to candidate qualifying for office.

The City’s Charter calls for an automatic repeal of emergency ordinances sixty (60) days after adoption, therefore, Ordinance No. 810 is being brought forward for consideration of the second reading under the standard procedure of the adoption of ordinances.

**BUDGET IMPACT/BUDGET AMENDMENT**

There is no budget impact in approving the proposed ordinance.

 **LEGAL REVIEW:** The City is vested with home rule authority pursuant to Article VII, Section 2, Fla. Const. and Chapter 166, Fla. Stat. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services to include matters of fiscal and legal impact. Due to the automatic repeal of emergency ordinances sixty (60) days after adoption as set forth in Sec. 2.13 of the Charter, Ordinance No. 810 is being brought forward for consideration using the standard procedure for adoptions of ordinances.

**RECOMMENDATION:**

Staff recommends approval of the attached ordinance revising the City’s elections code.

**ATTACHMENTS:** Proposed Ordinance 810

**ORDINANCE NO. 810**

**AN ORDINANCE FOR PERMANENCE OF THE CHANGES PROVIDED IN EMERGENCY ORDINANCE 808 AMENDING THE CODE OF THE CITY OF BROOKSVILLE, FLORIDA, CHAPTER 30, "ELECTIONS;" AMENDING SECTION 30-5 CANDIDATE QUALIFYING FOR OFFICE; PROVIDING FOR CODIFICATION, CONFLICTS, REPEALING, SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council has previously adopted Ordinance No. 553, Ordinance No. 546, Ordinance No. 546-A, Resolution 2000-15, Ordinance No. 546-B, Ordinance No. 761 and Ordinance No. 772 relating to municipal elections; and,

**WHEREAS**, the City Council discussed and contemplated, at its regular meetings on various dates including July 7, 2008, July 21, 2008, August 4, 2008, August 18, 2008, and October 6, 2008, amendments to the City's Election Code including amendments to candidate qualifying period provisions; and,

**WHEREAS**, the amendments were inadvertently omitted from Ordinance No. 772; and,

**WHEREAS**, the City adopted Resolution No. 2009-01 designating the Hernando County Supervisor of Elections as the City's designated election official for municipal elections; and,

**WHEREAS**, the City negotiated and adopted a Municipal Elections Cooperative Agreement with the Hernando County Supervisor of Elections to conduct municipal elections; and,

**WHEREAS**, the Municipal Elections Cooperative Agreement provides for the candidate qualifying period for municipal elections to run concurrent with those of County elections; and,

**WHEREAS**, the City Council at its June 7, 2010 meeting adopted emergency ordinance 808 amending Chapter 30 Section 30-5, Candidate Qualifying for Office; and,

**WHEREAS**, emergency ordinances are automatically repealed sixty (60) days after adoption as set forth in Sec. 2.13 of the Charter; and

**WHEREAS**, the City Council of the City of Brooksville, Florida desires to amend its Code of Ordinances, relating to municipal elections, in order to clarify the municipal election candidate qualifying period.

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

**SECTION 1. AMENDMENT TO SECTION 30-5.** The Code of the City of Brooksville, Florida, Chapter 30, "Elections", Section 30-5 Candidate Qualifying is hereby amended and restated as to read as follows:

**Sec. 30-5. Candidate qualifying for office**

(a) Each person who seeks election to office as a city councilmember must meet the qualifications set forth in F.S. §99.012, and the Charter of the city.

(b) The first day of qualifying for each person seeking election is any time after noon on the 71st day prior to the municipal election date, but not later than noon of the 67th day prior to the municipal election date. Should the 67th day fall on a day that the designated election official's office is closed, the next working day will be considered the closing day for the purposes of this subsection. However, if the City appoints a designated election official who is responsible for countywide elections, the candidate qualifying period for municipal elections shall run concurrent with the qualifying period for countywide elections, or as otherwise scheduled by the designated election official. The qualification papers shall be filed with the election official, as designated or appointed by the City, and a qualifying fee and election assessment paid at that time.

(c) Each person who qualifies for election to office as a write-in candidate shall file the qualification papers with the designated election official at any time after noon of the first day for qualifying, but not later than noon of the seventh day following the end of the qualifying period for the office sought. Any person who is seeking election as a write-in candidate shall not be required to pay a qualifying fee or any election assessment. A write-in candidate shall not be entitled to have his name printed on any ballot; however, space on the ballot will be provided for the name to be written in. No person may qualify as a write-in candidate if he has also otherwise qualified for nomination or election to such office.

(d) Each person who qualifies must designate the city council seat for which he seeks election to and shall take and subscribe to an oath or affirmation in writing before the designated election official, substantially in the form specified in F.S. § 99.021, which will also designate the official name of the candidate as it will appear on the ballot. A statement of financial interests pursuant to F.S. § 112.3145, must also be filed with the designated election official at the time of qualifying, together with the documents required in F.S. ch. 106, campaign financing.

(e) A candidate may be required to resign to run prior to qualifying for a city council seat pursuant to F.S. § 99.012.

**SECTION 2. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or application hereof, is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 3. CONFLICTS AND REPEALER.** All ordinances or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 4. AMENDMENT TO CODE.** This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 30 "Elections" as directed herein.

**SECTION 5. CODIFICATION.** It is the intention of the City Council of the City of Brooksville that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Brooksville, Florida and the word "ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of the ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 2, 3, 4, 5, and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

**CITY OF BROOKSVILLE**

Attest: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

By: \_\_\_\_\_  
Lara Bradburn, Mayor

PASSED on First Reading \_\_\_\_\_

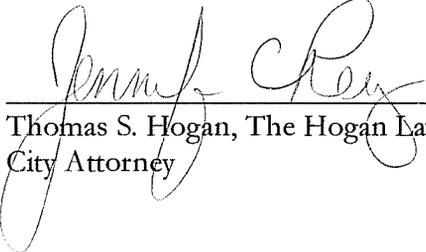
NOTICE Published on \_\_\_\_\_

PASSED on Second & Final Reading \_\_\_\_\_

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

VOTE OF COUNCIL:

- Bernardini \_\_\_\_\_
- Bradburn \_\_\_\_\_
- Burnett \_\_\_\_\_
- Johnston \_\_\_\_\_
- Lewis \_\_\_\_\_

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

**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**VIA:** T. JENNENE NORMAN-VACHA   
CITY MANAGER

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

**SUBJECT:** ORDINANCE NO. 811 – MORATORIUM ON PAIN MANAGEMENT CLINICS

**DATE:** July 19, 2010

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**GENERAL SUMMARY:**

At the City Council meeting on Monday, June 21, 2010, Council passed the first reading of Ordinance No. 811 to approve a moratorium on pain management clinics. In order to properly establish a moratorium, an ordinance must be adopted using the standard procedures for enactment of zoning ordinances and other land development and use regulations.

The attached proposed ordinance seeks to establish a moratorium to all Staff time to review the matter and make further recommendations as to specific amendments or modifications to the City's Land Development Code to address the potential negative impact of unlawful use and distribution of controlled substances associated with certain types of pain management clinics.

**BUDGET IMPACT/BUDGET AMENDMENT**

There is no known budget impact in approving the proposed ordinance.

**LEGAL REVIEW:** The City is vested with home rule authority pursuant to Article VI, Section 2, Fla. Const. and Chapter 166, Fla. Stat. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services to include matters or fiscal and legal impact. Moratoriums are to be established by ordinance which must be adopted with due public notice and opportunity to be heard; this can be achieved by adopting ordinances using the standard method for zoning and other land development regulations as set forth in Fla. Stat. §166.041.

**ATTACHMENTS:** Proposed Ordinance 811

**ORDINANCE NO. 811**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA; DECLARING ZONING IN PROGRESS AND A MORATORIUM AS TO THE FILING AND/OR RECEIVING OF ANY PETITION OR ANY APPLICATION FOR THE ESTABLISHMENT OF PAIN MANAGEMENT CLINICS AS DEFINED HEREIN; PROVIDING THAT ZONING IN PROGRESS AND THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD OF ONE (1) YEAR OR WHICH SHALL TERMINATE ON THE EFFECTIVE DATE OF THE CITY'S ADOPTION OF LAND USE AND DEVELOPMENT REGULATIONS TO REGULATE PAIN MANAGEMENT CLINICS; PROVIDING FOR LEGISLATIVE FINDINGS, INTENT AND PURPOSE; PROVIDING FOR A DEFINITION OF PAIN MANAGEMENT CLINIC; PROVIDING FOR THE BOUNDARIES SUBJECT TO THE MORATORIUM; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article VII, Section 2 of the Florida Constitution and Chapter 166, of the Florida Statutes, the City of Brooksville is authorized and required to protect the public health, safety and welfare of its citizens and has the power and authority to enact regulations for valid governmental purpose that are not inconsistent with general or special law; and

**WHEREAS**, pursuant to Section 1.03 and 2.13 of the Charter of the City of Brooksville, the City has the power to enable it to conduct municipal functions and to adopt ordinances; and

**WHEREAS**, this Ordinance shall be considered for adoption in a manner consistent with the requirements for zoning ordinances and other land development regulations, as required by Fla. Stat. 166; and

**WHEREAS**, the Florida Legislature has identified concerns regarding the increased use and frequency of injury and deaths occurring through use of pain management clinics by persons obtaining prescription drugs for improper purposes and enacted the Prescription Drug Monitoring Program scheduled to take effect December 1, 2010; and

**WHEREAS**, the Prescription Drug Monitoring Act, which requires physician's and other persons dispensing prescription drugs through pain management clinics, facilities or officers, to register with the State Department of Health in order to conduct such business; and

**WHEREAS**, various law enforcement agencies in the surrounding communities report that a pattern of unlawful drug use and distribution has been linked to pain management clinics operating in the central Florida area; and

**WHEREAS**, the City Council has recently been made aware by news reports that a pattern of unlawful use and distribution of certain drugs has been associated with some pain management clinics in Florida which dispense narcotic drugs on site; and

**WHEREAS**, the Tampa Tribune and other newspapers have published numerous articles in recent months describing the “pipeline” trafficking of drugs from Florida pain management clinics to users from other states; and

**WHEREAS**, various counties and municipalities in Florida have established new regulations on pain management clinics to curb negative impacts created by these clinics, such as illegal prescription drug trafficking and sales of illegal drugs around the clinics, loitering by pain management clinic customers while waiting in lines to receive drugs and loitering in areas surrounding the clinics; and

**WHEREAS**, other cities and counties, including those on Florida’s west coast have enacted or are enacting a moratorium pertaining to pain management clinics and, as a result, the City could become a target for the location of pain management clinics if these other jurisdictions are not available for these uses during the moratorium period; and

**WHEREAS**, the threat of illegal narcotic activity and increased crime associated with pain management clinics has created an urgent situation requiring immediate action to reduce the threat to the health, safety, and welfare of citizens within the City; and

**WHEREAS**, the City hereby directs staff to analyze the effects and potential effects of any pain management clinics in the City to determine whether additional standards should be incorporated into the City’s land development regulations and to evaluate the process for the issuance of development permits, business licenses, or other approvals regulating the location of pain management clinics within the City which would further and promote public health, safety, and general welfare; and

**WHEREAS**, to provide the City staff with sufficient time to undertake its analysis it is necessary to establish a moratorium which prohibits the granting of development permits, business licenses or other approvals for pain management clinics; and

**WHEREAS**, it is not the intent of this moratorium to interfere with legitimate medical clinics nor the legal use of controlled substances; and

**WHEREAS**, the City has determined that the moratorium furthers a valid public purpose; and

**WHEREAS**, the City finds and declares a need to temporarily suspend the further issuance of development permits, business licenses, tax certificates, or other approvals for pain management clinics seeking to develop or open for business within the City until such time as the City can review its land development regulations to specifically address the proliferation of pain management clinics.

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

**Section 1. Legislative Findings, Intent and Purpose.** The foregoing whereas clauses are true and correct and are incorporated herein in haec verba, and they represent the legislative findings of the City Council. It is the purpose and intent of this Ordinance to promote the health, safety, and

general welfare of the residents and businesses of the City through the analysis of any impacts from pain management clinics and through consideration of criteria for the location of pain management clinics within the City.

**Section 2. Definitions.** For purposes of this Ordinance, the following definitions apply:

- A. "Pain Management Clinic" is defined as a privately-owned pain management clinic, facility or office, which advertises in any medium for any type of pain management services, or employs one or more physicians who are primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications, and is required to register with the Florida Department of Health pursuant to Sec. 458.309 or Sec. 459.005, Fla. Stat. (2009). Expressly exempt from this definition are hospitals, nursing homes, ambulatory surgical care centers, hospice, or intermediate care facilities for the disabled, or clinics which are affiliated with an accredited medical school at which training is provided for medical students, residents or fellows.
- B. A physician shall be considered primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications when the majority of the patients seen are prescribed or dispensed controlled substance medications for the treatment of chronic nonmalignant pain.
- C. Chronic nonmalignant pain is pain unrelated to cancer which persists beyond the usual course of the disease or the injury that is the cause of the pain for more than ninety (90) days after surgery.

**Section 3. Moratorium Declared.**

- A. The City Council hereby imposes a moratorium upon the application of any development permit applications, business licenses, business licensing tax certificates, or any other approvals which might facilitate the opening or development of new, or expansion of, pain management clinics, in whole or in part within the City unless the pain management clinic is registered with the Florida Department of Health as required by Sections 458.309(4) or 459.005(3), Florida Statutes (2009) and is owned and operated by a physician who holds an active Florida Board of Medicine license and who is board certified (or board eligible with board certification to be obtained within twelve (12) months of filing for any application, licenses, certifications or approvals from the City) by either an American Board of Medical Specialties recognized board or a Florida Board of Medicine recognized specialty board.
- B. The moratorium shall expire upon the earlier of the following: one (1) year from the date of passage of this Ordinance or upon the effective date of amendments to the City's Code or Land Use and Development Regulations, or both, dealing with pain management clinics. This moratorium has been established for the minimum time period necessary for the City to complete an analysis of the impact from pain management clinics and consider criteria for the location of pain management clinics within the City of Brooksville.

- C. The moratorium shall not apply if:
- (1) The majority of the physicians who provide services in the clinic, facility, or office primarily provide surgical services;
  - (2) The clinic, facility or office is licensed as a facility under the provisions of Chapter 395, Florida Statutes; or
  - (3) The clinic, facility or office is owned or operated by a Chiropractic physician licensed under Chapter 460, Florida Statutes, and does not contract or employ a physician licensed under Chapter 458 or Chapter 459, Florida Statutes, who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications for the treatment of chronic nonmalignant pain.

**Section 4. Disputing Classification as Pain Management Clinic.** In the event that any applicant disputes that its operation is a pain management clinic, subject to this Ordinance, it may apply to the City Manager, or designee, for relief from the moratorium. The City Manager, or designee, may consider the following: whether major medical insurance is accepted; whether the owner is a physician; whether the medical director is board certified in pain medicine; whether the owner is convicted of or has plead guilty or nolo contendere to an offense that constitutes a felony or a misdemeanor the facts of which relate to the distribution or illegal prescription of a narcotic; and the percentage of patients residing out-of-state; or any other relevant factor. Any decision by the Director to grant or deny the application for a waiver may be appealed to the City Council provided such appeal is filed within thirty (30) days of the City Manager's, or designee's, decision.

**Section 5. Boundaries.** This Ordinance shall apply to all properties located within the boundaries of the City of Brooksville.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 7. Conflicts and Repealer.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to extent of such conflict.

**Section 8. Codification.** The provisions of this Ordinance, including its recitals, shall become and be made a part of the Code of Ordinances of the City of Brooksville, Florida and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the work "Ordinance", or similar words, may be changed to "Section," "Article," or other appropriate word; provided, however, that Sections 6, 7, 8, and 9 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**Section 9. Effective Date.** This Ordinance shall take effect immediately upon adoption.

**ADOPTED IN REGULAR SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, A.D.**

**CITY OF BROOKSVILLE**

By: \_\_\_\_\_  
Lara Bradburn, Mayor

Attest: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

PASSED on First Reading \_\_\_\_\_

NOTICE Published on \_\_\_\_\_

PASSED on Second & Final Reading \_\_\_\_\_

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

VOTE OF COUNCIL:

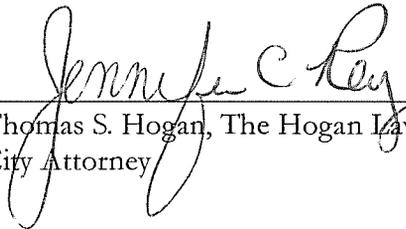
Bernardini \_\_\_\_\_

Bradburn \_\_\_\_\_

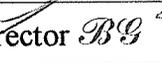
Burnett \_\_\_\_\_

Johnston \_\_\_\_\_

Lewis \_\_\_\_\_

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

**MEMORANDUM**

|                 |  |
|-----------------|--|
|                 |  |
| <b>To:</b>      | Honorable Mayor & City Council Members   |
| <b>Via:</b>     | T. Jennene Norman-Vacha, City Manager        |
| <b>From:</b>    | Bill Geiger, Community Development Director  |
| <b>Subject:</b> | Community Development Block Grant (CDBG) Application   |
| <b>Date:</b>    | July 6, 2010 (For 7/19/10 Council Meeting)   |

**Background:** Community Development Block Grant (CDBG) funds are a targeted source of funding to implement infrastructure projects for the South Brooksville area. It was initially the plan for Hernando County to apply for CDBG funds for the 2009 CDBG funding cycle (due July 22, 2010) to primarily improve/provide water and sewer infrastructure along St. Francis Street, Easy Street and Hazel Avenue. Initially, the City was not going to submit an application that would compete with the County's application. However, at the May 27, 2010, South Brooksville Community Initiatives Team (CIT) meeting, it was acknowledged by a Hernando County representative to the team that they were informed just prior to the meeting by a representative from the Department of Community Affairs (DCA) that additional funds were being transferred into the Neighborhood Revitalization CDBG grant category, and that the City of Brooksville should also consider submitting an application.

Given the short window to put together a CDBG application, City staff have coordinated with staff from both the County and the City Utility Divisions to develop a scope of work for the City's application that is complementary to the work contemplated by the County's application. It was determined by the County that the waterline improvement that they initially contemplated for Hazel Avenue be dropped from their application since this road is within the incorporated area and the CDBG rule does not allow for work proposed that is not within the direct jurisdiction of the applicant.

At this time, the City has outlined a project to upgrade fire protection capability in areas that do not meet current day standards. The City's project specifically calls for adding approximately 5,961 feet of new water line (mostly 8"), 20 new fire hydrants and replacement of 4 existing hydrants. Streets that will benefit from these improvements include Main Street, Lemon Avenue, Hazel Avenue, Duke Street, Ellington Avenue, ACL Avenue, Railroad Place, Union Street, Crawford Street, Asmara Avenue, Bacon Street, Smith Street and Wood Drive. Additionally, unmet (future) needs have been identified that include approximately 4,902 linear feet of five-foot wide sidewalk along M.L. King, Jr. Boulevard, South Brooksville Avenue and Main Street.

To meet the requirements of applying for CDBG funds, the City held a Fair Housing Education Workshop and the first of two required public hearings on June 16, 2010, to discuss and receive public input on community development needs and to identify whether the needs could be met by the CDBG program. The City Council, at its' June 21, 2010 meeting, appointed a three-member CDBG Citizen Advisory Task Force (CATF). The CATF met on June 29, 2010 to review and discuss the proposed application, and recommended that City Council approve

submitting the proposed CDBG (NR) grant application to the DCA in the amount of \$750,000 for fire protection improvements and other related incidental improvements to address restoration for drainage, flood, pavement repair/replacement and targeting sidewalk improvements as unmet future needs projects in the South Brooksville area.

\*This project is proposed to be totally funded by grant proceeds as follows:

| <b>Activity</b>      | <b>Estimated Budget</b> | <b>LMI%</b> |
|----------------------|-------------------------|-------------|
| Water Lines          | \$500,000               | 51%         |
| Fire Hydrants        | \$ 65,000               | 51%         |
| Engineering          | \$125,000               | N/A         |
| Grant Administration | <u>\$ 60,000</u>        | N/A         |
| Total                | <u>\$750,000</u>        |             |

\*Note – At this time the City is not planning to provide a local match, however, if a local match is provided (up to \$125,000), the City would make its’ application more competitive and improve its chances of being funded. The City may consider budgeting local match funds for future grant cycles that are anticipated to occur in the Autumn of 2010 and Spring of 2011 to improve its’ application ranking if the current application is not funded.

**Financial Note:** The City is currently proposing to accomplish this project using 100% CDBG (NR) grant funds. No fiscal impact is anticipated other than the staff time allocated to process the application and grant, if funded.

 **Legal Note:** The City Council has home-rule authority (Art. VIII, (2), Fla Const/Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit.

**Actions Required:** The following actions are currently required to process this grant application at the 7/19/2010 Council meeting:

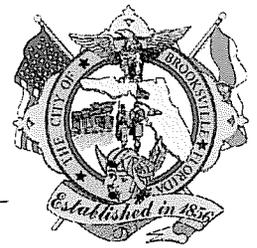
- a.) Conduct a Fair Housing meeting for elected officials and the general public
- b.) Conduct the second CDBG public hearing
- c.) Approve the Resolution authorizing the signature and submittal of the CDBG grant application

**Recommendation:** Staff recommends that City Council conduct and implement the actions summarized above under the “Actions Required” heading, authorizing the submittal of the CDBG (NR) grant application request in the amount of \$750,000

- Enclosures:**
- 1.) Resolution to Authorize grant submittal
  - 2.) Project Narrative and Budget
  - 3.) Project Map (Non-Aerial Version)
  - 4.) Draft Application
  - 5.) CATF Agenda & Minutes
  - 6.) First Public Hearing Agenda & Minutes

# City of Brooksville, Florida

Public Works Department -- 600 S Brooksville Av. Brooksville Florida 34601



June 29, 2010

## City of Brooksville CDBG Grant Application 2009/2010 – Project Narrative, Infrastructure Improvements

The primary project is to upgrade fire protection capability in areas that do not meet current day standards. This will involve the installation of fire hydrants on existing, adequate sized water lines, where available, and the installation of new water lines and hydrants in areas that do not have adequately sized lines to support fire hydrant flows. There will also be rehabilitation or replacement of some existing fire hydrants that are due for service and a small amount of replacement of old small diameter galvanized lines in one area with the installation of larger PVC water lines. Where new lines are installed existing meter connections will be transferred from the old existing lines to the new lines.

There is a future needs portion of this project that addresses the installation of sidewalks to connect existing neighborhoods to the downtown area sidewalk system and local community center.

### Primary Project

#### Water Supply Fire Protection Improvements

1. Installation of 5 new fire hydrants in and around a residential area between Main Street and Lemon Avenue.
2. Installation of 646 feet of 8-inch water line and 2 fire hydrants on Hazel Avenue.
3. Installation of 347 feet of 8-inch water line on Duke St.; and 598 feet of 8-inch water line on Ellington Avenue with 4 fire hydrants appropriately spaced therein.
4. Installation of 1,143 feet of 8-inch water line on ACL Avenue; and 909 feet of 8-inch water line on Rail Road Place with 3 fire hydrants appropriately spaced therein. An easement will be required to connect between the two roads.
5. Installation of 1,125 feet of 8-inch water line on Union Street with two fire hydrants appropriately spaced therein.
6. Installation of 485 feet of 8-inch water line on Crawford Street with one new fire hydrant. Replacement of 708 feet of small galvanized line with 2" PVC lines on Asmara Avenue and Bacon Street.
7. Installation of 3 new fire hydrants on Smith Street and Wood Drive and within the Tanglewood housing complex.
8. Repair/Replace 4 existing hydrants that are due for service.

### Future Needs Project

#### New Sidewalk Improvements

1. Installation of 2,492 feet of 5-foot wide sidewalk along Main Street, connecting M.L. King, Jr. Blvd. and the apartment complex south of M.L. King, Jr. Blvd. to the downtown sidewalk system.
2. Installation of 932 feet of 5-foot wide sidewalk along M.L. King, Jr. Blvd., connecting the existing sidewalk to the community center sidewalk on Union Street.
3. Installation of 1,478 feet of 5-foot wide sidewalk along S. Brooksville Avenue, connecting the existing sidewalk on S. Brooksville Avenue to the existing sidewalk on M.L. King, Jr. Blvd.

**Note: Engineering and construction costs for both "Primary" and "Future Needs" projects are attached.**

**City of Brooksville CDBG Grant 2009/2010  
Construction & Engineering Estimate**

**Primary Project  
Fire Protection Improvements**

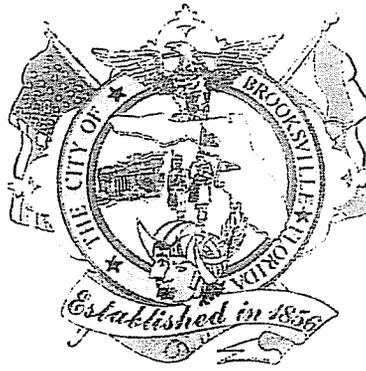
| <b>Description</b>                             | <b>Qty</b> | <b>Unit</b>       | <b>Total</b>      |
|--|------------|-------------------|-------------------|
| 2" Water Line w/fittings, valves & restoration | 708        | \$ 30             | \$ 21,240         |
| 8" Water Line w/fittings, valves & restoration | 5253       | 70                | 367,710           |
| 3 Way Fire Hydrants w/valves (replacement)     | 4          | 4,500             | 18,000            |
| 3 Way Fire Hydrants w/valves (new line)        | 11         | 5,000             | 55,000            |
| 3 Way Fire Hydrants w/valves (wet tap)         | 8          | 6,500             | 52,000            |
| Road Borings 2 @ 60' 1 @ 100'                  | 220        | 350               | 77,000            |
| Easments                                       | 1          | 20,000            | 20,000            |
|  |            | <b>Sub-Total-</b> | <b>\$ 610,950</b> |
| Design Engineering & Surveying                 | 1          | 10%               | 61,095            |
| Inspection & Construction Management           | 1          | 5%                | 30,548            |
|  |            | <b>Total-</b>     | <b>\$ 702,593</b> |

**Future Needs Project  
5' Sidewalk per running foot**

| <b>Description</b>                   | <b>Qty</b> | <b>Unit</b>       | <b>Total</b>      |
|--------------------------------------|------------|-------------------|-------------------|
| Cement                               | 4711       | \$ 12.04          | \$ 56,706         |
| Wire                                 | 4711       | 5.00              | 23,555.00         |
| Rebar                                | 4711       | 2.00              | 9,422.00          |
| Form, Pour & Finish                  | 4711       | 19.04             | 89,683.48         |
| Earth Work                           | 4711       | 10.00             | 47,110.00         |
| Sod                                  | 4711       | 1.50              | 7,066.50          |
| MOT                                  | 4711       | 3.00              | 14,133.00         |
|                                      |            | <b>Sub-Total-</b> | <b>\$ 247,676</b> |
| Design Engineering & Surveying       | 1          | 10%               | 24,768            |
| Inspection & Construction Management | 1          | 5%                | 12,384            |
|                                      |            | <b>Total-</b>     | <b>\$ 284,828</b> |



# City of Brooksville



(352) 540-3810 (Phone)  
(352) 544-5424 (Fax)

CATF Meeting  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601-2041

June 29, 2010

9:00 A. M.

## A G E N D A

1. Open CATF Meeting
2. Discussion: The CATF is meeting to discuss a proposed application to the Florida Department of Community Affairs (DCA) for a grant under the Community Development Block Grant (CDBG) Neighborhood Revitalization Category in the amount of \$750,000 for fire protection improvements and other related incidental improvements to address restoration for drainage, flood, pavement repair/replacement and targeting sidewalk improvements as future needs projects in the South Brooksville area.
3. Vote on whether to recommend that the City submit the grant application to the Florida Department of Community Affairs.
4. Close meeting.

## MINUTES

### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CITIZENS ADVISORY TASK FORCE (CATF) MEETING

City of Brooksville, Florida  
June 29, 2010  
9:00 a.m.

1. The Citizens Advisory Task Force (CATF) meeting was opened by Bill Geiger, Community Development Director at 9:05 a.m. Director Geiger introduced Andy Easton, Andy Easton & Associates, and noted that Mr. Easton was working for the City in a gratis position. Director Geiger announced that there were three members of the CATF; residents Lisa Callea and JoAnn Munford, and resident/Fire Chief Tim Mossgrove. Director Geiger explained that Chief Mossgrove would be late due to a family emergency.

Director Geiger informed the members that the first order of business was to select a Chair and Vice Chair.

MOTION: Member Callea made a motion to nominate JoAnn Munford as Chair, and the motion carried.

MOTION: Member Munford made a motion to nominate Lisa Callea as Vice Chair, and the motion carried.

2. Director Geiger explained that the purpose of the CATF meeting was to discuss a proposed application to the Florida Department of Community Affairs (DCA) for a grant under the Community Development Block Grant (CDBG) Neighborhood Revitalization Category in the amount of \$750,000. This grant was for fire protection improvements and other related incidental improvements to address restoration for drainage, flood, pavement repair/replacement and targeting sidewalk improvements as future needs projects in the South Brooksville area.

Member/Fire Chief Tim Mossgrove arrived at 9:10 a.m.

Director Geiger gave a brief history of how the City came about to propose an application for CDBG funding, explaining that at the Citizens Initiative Team (CIT) meeting for South Brooksville on May 27<sup>th</sup>, the City was advised that it should also apply for a CDBG grant. Hernando County had been planning and preparing a grant application to provide water and sewer improvements to the South Brooksville area, primarily off of St. Francis and Easy Streets. They had also targeted to improve fire flow capacity on Hazel Avenue, off of Dr. Martin Luther King, Jr. (MLK) Avenue to the north, which is within the City of Brooksville

jurisdiction. The County had submitted their application to the DCA for preliminary review. They were advised to take Hazel Avenue off of their proposal, because it was within the City's incorporated area and not in their jurisdiction. They were told that DCA had additional money in the Neighborhood Revitalization Program and that other jurisdictions should apply. Prior to this, it was understood that the City should not apply as a separate entity which would then compete with the County's application. At the May 27, 2010 CIT meeting, the City was advised that should consider applying for the funds also, acknowledging that it was short notice given the July 22, 2010 deadline for submitting the application. City staff commenced to meet with County and City utility staff, and have put together a project for the application that is complementary to the County's application.

An aerial map of the South Brooksville Planned Development District (PDD) showing the proposed water, sidewalk and hydrant improvements was distributed to the Task Force members, along with a budget handout. Director Geiger continued explaining that most of the improvements that the City is addressing in their application are the improvements to the water fire flow for the incorporated area of the South Brooksville PDD, which was just recently submitted to the DCA for approval. Director Geiger added that part of the reason for the PDD proposal was to target and improve infrastructure within the South Brooksville area to make it a more desirable place to live and/or own a business and for economic and social benefits.

Director Geiger briefly explained the subject improvements. The first one was for the installation of five (5) new hydrants in and around the housing project and apartments on Main Street and Lemon Avenue. The water main in the area is adequate, according to the Utility Department. The second project is for the installation of 646 feet of eight (8) inch water line and two (2) fire hydrants on Hazel Avenue. Third, is the installation of 347 feet of eight (8) inch water line on Duke Street, and 598 feet of eight (8) inch water line on Ellington Avenue and the addition of four (4) hydrants. The addition of fire hydrants will help the ability to fight any kind of fire disaster that may occur.

Mr. Easton asked Chief Mossgrove how they rate the fire hydrants for a service area. Chief Mossgrove explained that the hydrants are placed in an area commensurate to the flow of traffic to where a fire engine would be responding from. Also, as indicated on the map, different colored hydrants stand for different fire flows. He explained the difference between the red, orange, green, and white hydrants, which is based on the space between buildings.

Member Callea asked how these hydrants compare to the hydrants on Whiteway Drive, and Chief Mossgrove replied that the Whiteway Drive area is also a concern to the City. He added that all the hydrants in the City are on a Global Positioning System (GPS), and when the Fire Department receives a call they can look up where the nearest hydrant is to hook into for firefighting purposes.

He commented that this proposal is just the first of many that the City wants to look into applying for. Director Geiger added that older cities have older infrastructure, and that the original standards do not meet the new standards of today. Chief Mossgrove reiterated that they need to identify the areas that have undersized lines or need additional hydrants to improve the overall area as a whole.

Member Callea asked about the water pressure on Main Street, and she expressed her concern that Rising Sun, the restaurant she owned on Main Street, had problems with water pressure when both the bathroom was being used and the dishes were being washed. Chief Mossgrove replied that there was adequate water supply to that area, and that it may be due to a line issue coming off the line and going into the building. He suggested she call the City's Public Works Department to look into it. Director Geiger commented that it may well be a plumbing issue. He added that when putting new lines in, the City is also looking to loop them in (where supply lines are feeding from two different directions) to add flow improvements to the overall system. Director Geiger reiterated that the primary purpose of the project is to improve fire fighting capabilities so that if there is a fire incident, there will be adequate water pressure and flow to fight the fire and provide suppression to minimize loss of life, injury, or property. Chief Mossgrove added that the CIT is proposing a business district in South Brooksville, and the grant improvements would help with that as well.

Member Callea inquired about how the response has been from the South Brooksville residents with regard to proposing a business district in their community. Chief Mossgrove responded that it is part of the master plan of the CIT, and Director Geiger noted that City staff would be reviewing the plans with the residents at the next meeting on July 8<sup>th</sup>, which would be prior to submitting the grant to City Council for final consideration. It was restated that putting the grant application together was a suggestion that came about from the May 27, 2010, CIT meeting.

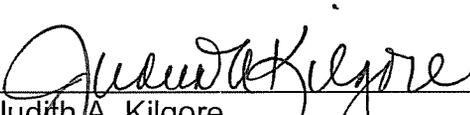
Director Geiger continued with his presentation on the proposed improvements. He explained that they were proposing to install 1,143 feet of eight (8) inch water line on ACL Avenue, along with another 909 feet of eight (8) inch water line on Railroad Street. The installation of 1,125 feet of eight (8) inch water line on Union Street, with the addition of hydrants is also being proposed. Adding a water line at Crawford Street, an additional fire hydrant at Wood Drive and one at Tanglewood Apartments, would be the extent of improvements that could be accomplished with the available funding (if approved). In the event the bids come in low, they are also adding future needs projects, such as sidewalks. This would include one sidewalk on MLK Boulevard between Ellington Avenue and Union Street in front of the new Community Center. There also would be a sidewalk added to Brooksville Avenue, between MLK Boulevard and Russell Street, and another on Main Street, from just north of the CSX Rail Line south to

the front entrance of the apartment complex located just south of MLK Boulevard. In response to Member Callea's concerns about helping the residents of South Brooksville, Chief Mossgrove replied that the additional sidewalks alone would add to the improved safety for the neighborhood.

MOTION: Motion was made by Chief Mossgrove and seconded by Member Callea to recommend to City Council that the CDBG grant application be submitted to the Florida Department of Community Affairs for consideration. Motion carried unanimously.

Mr. Easton mentioned the number of houses that the grant could serve. Chief Mossgrove stated that if there were something in the path between a fire hydrant and what the water was attempting to get to, that would delay the response for fire suppression activities. It would be easier to have a hydrant on the same side of the street to where the fire activity is. He commented about updating the hydrants on Main Street, and noted that where the red hydrants are shown on the aerial map, the grant proposal will help in upgrading them.

There being no further comments, the meeting was adjourned at 9:43 a.m.

  
\_\_\_\_\_  
Judith A. Kilgore  
Secretary to the Citizen Advisory Task Force  
City of Brooksville, Florida

City of Brooksville  
City Council Chamber  
201 Howell Avenue  
Brooksville, FL 34601  
First CDBG Public Hearing

AGENDA

June 16, 2010

10:00 a.m.

1. Open First Public Hearing

2. Purpose of Hearing:

The purpose of the First Public Hearing is to obtain views from the public on what the City's community development needs are and to identify whether any of the identified needs can be met with the use of funds from the Community Development Block Grant program.

A hand out will be provided that describes the CDBG program.

3. Request comments from the public

4. Adjournment

## MINUTES

### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FIRST PUBLIC HEARING

City of Brooksville, Florida

June 16, 2010  
10:00 a.m.

1. The City of Brooksville Community Development Block Grant (CDBG) Program First Public Hearing was opened at 10:03 a.m. by Bill Geiger, Community Development Director. Attendees are shown on the attached sign in sheet.

Director Geiger stated that the purpose of the First Public Hearing was to obtain views from the public on what the City's community development needs are and to identify whether any of the identified needs can be met with the use of funds from the CDBG Program. Director Geiger announced that a hand out was provided that describes the CDBG Program, and he explained the difference grants. He added that the City was eligible to receive up to \$750,000.

2. Director Geiger asked if there were any comments from the public. He announced that a Second Public Hearing was scheduled for July 19, 2010, when the public will be offered an opportunity to review and comment on the proposed grant application. Director Geiger stated that local citizens will be represented during the application design phase by the Citizen Advisory Task Force (CATF), which is appointed by the City. The City Council is scheduled to appoint the CATF at its June 21, 2010, meeting. A CATF will review the draft application prior to submission to the City Council and prior to the Second Public Hearing.
3. There being no further comments, the Public Hearing was closed at 10:05 a.m.



Patricia J. Jobe, Recording Secretary  
City of Brooksville

CITY OF BROOKSVILLE  
NOTICE OF SECOND PUBLIC HEARING

The City of Brooksville is considering applying to the Florida Department of Community Affairs for a grant under the **FFY 2009 (and/or 2010) Neighborhood Revitalization (NR)** category in the amount of \$750,000 under the Small Cities Community Development Block Grant (CDBG) Program. For each activity that is proposed, 70% of the funds must benefit low to moderate income (LMI) persons. The project is described generally as water lines and fire hydrants (fire protection) in the South Brooksville area. In the vicinity of MLK Blvd., South Main Street and SR 50A. The preliminary activities and estimated dollar amount and percentage benefit to low-to-moderate income (LMI) persons for which the City is applying are:

| Activity             | Estimated Budget | LMI % |
|----------------------|------------------|-------|
| Water Lines          | \$500,000        | 51%   |
| Fire Hydrants        | 65,000           | 51%   |
| Engineering          | \$125,000        | NA    |
| Grant Administration | <u>\$60,000</u>  | NA    |
| Total                | \$750,000        |       |

Unmet needs include sidewalks and repaving.

The City has adopted an anti-displacement and relocation plan before submission of the grant. The City will assist displaced persons with grant funds, as indicated in the budget and policy. No persons will be displaced as a result of this grant.

A Public Hearing to provide citizens an opportunity to comment on the application will be held on Monday, July 19, 2010 at 7:00 p.m. or as soon thereafter as may be heard at the City Council Chambers located at 201 Howell Avenue, Brooksville, Florida 34601. For more information concerning this meeting or if you have any questions about the application, contact Bill Geiger, Community Development Director at 352-540-3810.

A summary of the proposed application will be available for review at that time. A final copy of the application will be made available at the **City of Brooksville Community Development Department located at 201 Howell Avenue, Brooksville, Florida 34601** Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. within 7 business days after submission of the application. The application is expected to be submitted to the Florida Department of Community Affairs on or before July 22, 2010.

The public hearing is being conducted in a handicapped accessible location. Any person requiring an interpreter for the hearing impaired or the visually impaired,

any non-English speaking person wishing to attend the public hearing, and any handicapped person requiring special accommodation at this meeting should contact Mr. Geiger at the phone number listed above at least five calendar days prior to the meeting.

Pursuant to Section 102 of the HUD Reform Act of 1989, the following disclosures will be submitted to the Florida Department of Community Affairs with the application. The disclosures will be made available by the City of Brooksville and the Florida Department of Community Affairs for public inspection upon request. These disclosures will be available on and after the date of submission of the application and shall continue to be available for a minimum period of five years.

1. Other Government (federal, state, and local) assistance to the project in the form of a gift, grant, loan, guarantee, insurance payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect benefit by source and amount;
2. The identities and pecuniary interests of all developers, contractors, or consultants involved in the application for assistance or in the planning or development of the project or activity;
3. The identities and pecuniary interests of any other persons with a pecuniary interest in the project that can reasonably be expected to exceed \$50,000 or 10% of the grant request (whichever is lower);
4. For those developers, contractors, consultants, property owners, or others listed in two (2) or three (3) above which are corporations, or other entities, the identification and pecuniary interests by corporation or entity of each of officer, director, principal stockholders, or other official of the entity;
5. The expected sources of all funds to be provided to the project by each of the providers of those funds and the amount provided; and
6. The expected uses of all funds by activity and amount.

**CITY OF BROOKSVILLE IS A FAIR HOUSING/EQUAL  
OPPORTUNITY/HANDICAP ACCESS JURISDICTION**

**Please publish** the First Public Hearing Notice as a legal NON-DISPLAY ad as small as possible, while still being legible, in the **Thursday, July 8, 2010** edition of your newspaper.

Please ensure that this advertisement is billed to the City of Brooksville, 201 Howell Avenue, Brooksville, FL 34601. **Prior to publication**, please ensure that a pre-run proof is emailed to the following email addresses:

[pjobe@ci.brooksville.fl.us](mailto:pjobe@ci.brooksville.fl.us)  
[andyeaston2@msn.com](mailto:andyeaston2@msn.com)

In addition, **after the ad runs**, please send (2) proof of publication to the City of Brooksville and (1) to:

Andy Easton, 203 Ridgeland Road, Tallahassee, FL 32312.

CITY OF BROOKSVILLE  
FAIR HOUSING PUBLIC INFORMATION  
MEETING NOTICE

The City of Brooksville City Council will conduct a Fair Housing Public Information Meeting on July 19, 2010 during the regular City Council Meeting to be held in the City Council Chambers located at 201 Howell Avenue, Brooksville, Florida 34601 at 7:00 p.m. or as soon thereafter as may be heard. The meeting is intended to provide the public and elected officials with information concerning fair housing requirements. Anyone interested in understanding the importance of fair housing should attend. For more information concerning this meeting contact Bill Geiger, Community Development Director at 352-540-3810. Also, persons seeking additional information about fair housing issues may contact the following toll free hotlines 1-802-342-8170 (Florida Commission of Human Relations) or 1-800-669-9777 (HUD-Washington, D.C.)

A FAIR HOUSING/EQUAL/OPPORTUNITY/HANDICAP  
ACCESS JURISDICTION

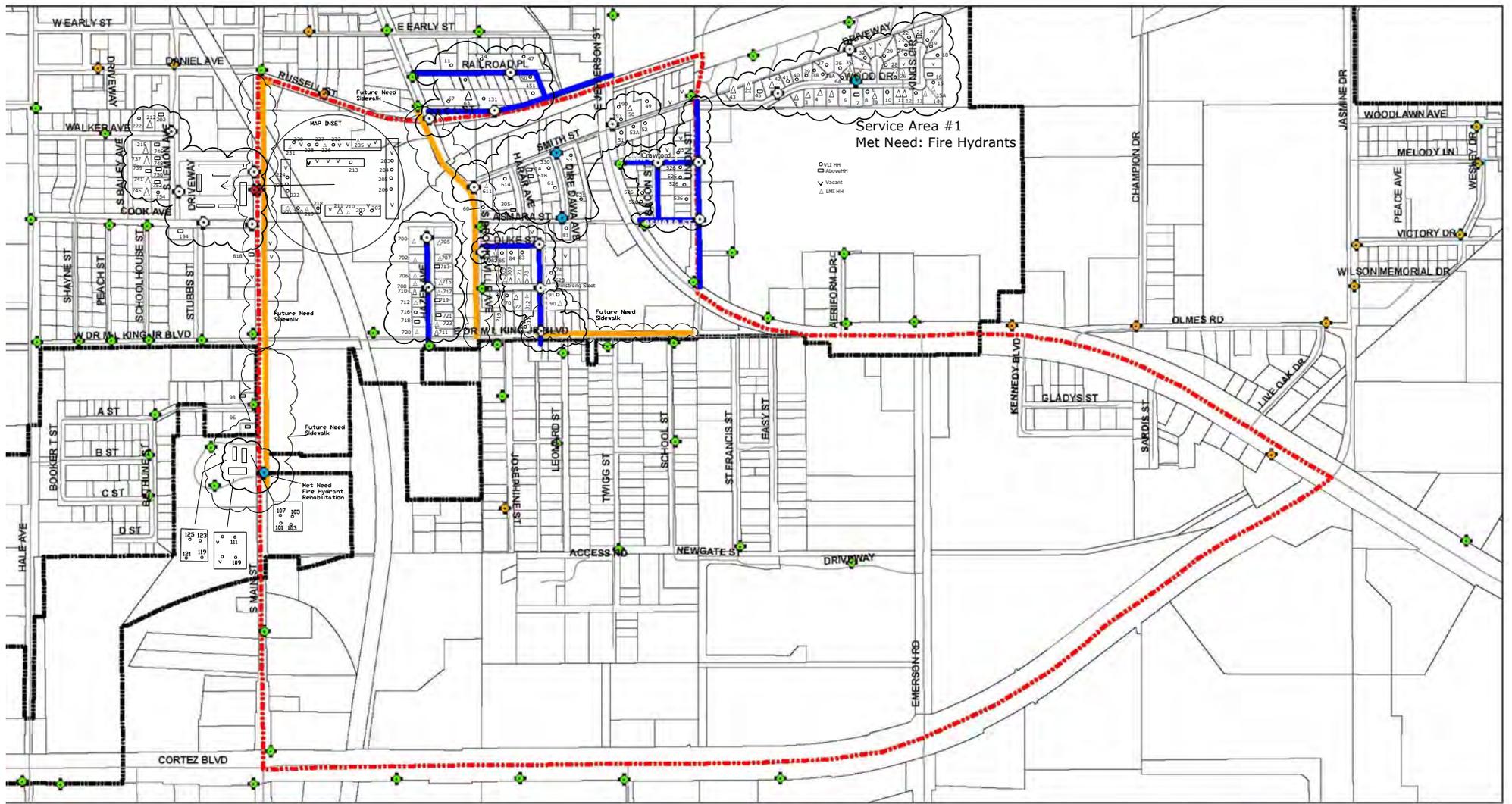
Please publish as a legal NON-DISPLAY ad as small as possible, while still being legible, in the Thursday, July 8, 2010 edition of the newspaper. Please ensure that this advertisement is billed to the City of Brooksville. Prior to publication, please ensure that a pre-run proof is emailed to the following email addresses:

[andyeaston2@msn.com](mailto:andyeaston2@msn.com).

[pjobe@cityofbrooksville.us](mailto:pjobe@cityofbrooksville.us)

In addition, **after the ad runs**, please send (2) proof of publication to the City and (1) to:

Andy Easton, 203 Ridgeland Road, Tallahassee, FL 32312.



This map was prepared by this office to be used as an aid in land parcel location identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification. Map reflects parcels and boundaries as they existed on Date Printed.



NOT TO SCALE

## CDBG 2009 - 2010 GRANT APPLICATION PROPOSED WATER, HYDRANTS & SIDEWALKS

### Brooksville, Florida

#### Legend

- Proposed Fire Hydrants
- Upgrade Existing Hydrant
- 499 gpm or Less Existing Hydrant
- 500 gpm - 999 gpm Existing Hydrant
- 1000 gpm - 1499 gpm Existing Hydrant
- Proposed Sidewalk
- Proposed Waterline
- Planned Development District South
- Overall City Boundary



**RESOLUTION NO. 2010-11**

**A RESOLUTION OF THE CITY OF BROOKSVILLE CITY COUNCIL, FLORIDA, AUTHORIZING THE MAYOR TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS FOR APPROVAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SPONSORED BY THE CITY OF BROOKSVILLE; MAKING FINDINGS; AUTHORIZING SUBMISSION OF THE GRANT APPLICATION; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, the City of Brooksville, Florida, ("City") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

**WHEREAS**, the City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida;

**WHEREAS**, pursuant to Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City, the City may exercise any power for municipal purposes except when expressly prohibited by law;

**WHEREAS**, a portion of the area known as "South Brooksville" lies within the City of Brooksville and within the City of Brooksville/Hernando County Enterprise Zone #2701;

**WHEREAS**, Enterprise Zones in Florida are established pursuant to Chapter 290 of the Florida Statutes entitled "Urban Development" and the creation of Enterprise Zones within Florida are intended to encourage revitalization of "areas that chronically display extreme and unacceptable levels of unemployment, physical deterioration and economic deinvestment;"

**WHEREAS**, the City has prepared and submitted to the Department of Community Affairs (DCA) an Amendment to the Comprehensive Plan to formally establish and create the "South Brooksville Planned Development District" and which would represent a new Planned Development District on the Future Land Use Map of the City;

**WHEREAS**, the Comprehensive Plan Amendment establishing the South Brooksville Planned Development District would encourage the development and re-development of a mixed-use community containing retail, industrial, transit-oriented, institutional, service, recreational and open space land uses catering to residents and workers;

**WHEREAS**, prior to the City undertaking the steps to create the South Brooksville Planned Development District, a South Brooksville Community Initiative Team (CIT) was formed consisting of residents, business owners, property owners, church and community leaders of the South Brooksville area as a crucial step in identifying the specific problems and issues - and potential solutions - relative to the South Brooksville area;

**WHEREAS**, some of the fire protection capabilities, namely water lines and hydrants, which serve the South Brooksville Planned Development District of the City are inadequate, outdated, failing or under-serving – or in some instances non-existent (“Fire Protection Capabilities”);

**WHEREAS**, some of the pedestrian facilities which serve the South Brooksville Planned Development District of the City are inadequate, outdated, failing or under-serving – or in some instances non-existent (“Pedestrian Facilities”);

**WHEREAS**, the City has identified and designed potential solutions to address the inadequacies in the Fire Protection Capabilities and Pedestrian Facilities (“Fire Protection and Pedestrian Infrastructure Improvements”);

**WHEREAS**, City staff have estimated the cost for the Fire Protection and Pedestrian Infrastructure Improvements at \$750,000 (“Targeted Funding”);

**WHEREAS**, a conceptual drawing has been prepared which shows how the Fire Protection and Pedestrian Infrastructure Improvements could be laid out or located;

**WHEREAS**, the Fire Protection and Pedestrian Infrastructure Improvements are not inconsistent with the existing Comprehensive Plan or the pending Amendment to the Comprehensive Plan establishing the South Brooksville Planned Development District;

**WHEREAS**, the Fire Protection and Pedestrian Infrastructure Improvements would greatly benefit the South Brooksville area, its property owners, residents, and businesses, and promote the general health, safety and welfare of all residents;

**WHEREAS**, the City does not have the funds necessary to implement and construct the proposed Fire Protection and Pedestrian Infrastructure Improvements and must rely upon external financial resources if the improvements are to occur;

**WHEREAS**, the Florida Department of Community Affairs (DCA) has announced funding availability under the Florida Small Cities Community Development Block Grant (CDBG) Program;

**WHEREAS**, the City of Brooksville, Florida, intends to submit an application to the Department of Community Affairs under the 2009/2010 Community Development Block Grant (CDBG) program for project funding in the Neighborhood Revitalization (NR) category;

**WHEREAS**, a duly noticed Fair Housing Education Workshop for Real Estate Professionals was held on June 16, 2010 and a Fair Housing Education Workshop for Elected Officials and the General Public was held on July 19, 2010;

**WHEREAS**, a duly noticed public hearing, the first of two, was held on June 16, 2010 to discuss and receive input on community development needs and to identify whether the needs could be met by the CDBG Program;

**WHEREAS**, a second duly noticed public hearing was held on July 19, 2010, to discuss and receive input on the CDBG Program application;

**WHEREAS**, pursuant to Sec. 2-261 of the Code of Ordinances, the City established a Citizen's Advisory Task Force (CATF); and

**WHEREAS**, pursuant to City Policy 4-2008, and after taking volunteer applications, the City Council appointed citizen representatives to the CATF at its regularly scheduled meeting on June 21, 2010;

**WHEREAS**, the CATF met on June 29, 2010 to review and discuss the proposed application, and made a recommendation to the City Council to approve submitting the CDBG/NR grant application;

**WHEREAS**, the City Council of the City of Brooksville authorized the submittal of an application to the DCA under the 2009/2010 CDBG program for project funding in the NR category to obtain funding for the Fire Protection and Pedestrian Infrastructure Improvements;

**WHEREAS**, the City of Brooksville, Florida is experiencing a need for physical improvements in one or more low-to-moderate income neighborhoods;

**WHEREAS**, it is the desire of the City Council that local residents be assisted in creating an improved living environment in these areas.

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

**SECTION 1. INCORPORATION OF RECITALS.** That the foregoing recitals are deemed the findings of the City Council and are incorporated herein by reference and made a part hereof.

**SECTION 2. AUTHORIZATION FOR APPLICATION.** That the City of Brooksville is authorized to apply for and accept grant funding from the Florida DCA Florida Small Cities CDBG Program for the Fire Protection and Pedestrian Infrastructure Improvements.

**SECTION 3. COMPREHENSIVE PLAN MATTERS.** That the City's Comprehensive Plan is hereby adopted as the City's Community Development Plan and that the proposed CDBG application is consistent with the local comprehensive plan.

**SECTION 4. PROGRAM WORKABILITY ASSURANCE.** That the Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements in the low-to-moderate income area(s) indicated in the proposed 2009/2010 CDBG application.

**SECTION 5. AUTHORIZED REPRESENTATIVE.** That the City Council hereby directs the Mayor, Vice Mayor or City Clerk, in his or her absence:

- A. To serve as the authorized representative for the City with regard to the Community Development Block Grant application;

- B. To sign all necessary certifications of the Community Development Block Grant application, grant contract or other grant documents required by the CDBG program;
- C. To execute and submit the attached applications to the Florida Department of Community Affairs (DCA) for state approval; and
- D. Is authorized and directed to submit additional information in a timely manner as may be required by the Florida Department of Community Affairs during the application review process and after execution of a contract agreement with the Department.

**SECTION 6. CONFLICTS.** All resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. SEVERABILITY.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF BROOKSVILLE, FLORIDA**

BY: \_\_\_\_\_  
Lara Bradburn, Mayor

ATTEST:

\_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

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

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

VOTE OF CITY COUNCIL

|            |       |
|------------|-------|
| Bernardini | _____ |
| Bradburn   | _____ |
| Burnett    | _____ |
| Johnston   | _____ |
| Lewis      | _____ |

**AGENDA ITEM**  
**MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**VIA: T. JENNENE NORMAN-VACHA**  
**CITY MANAGER**

**FROM: JANICE L. PETERS, CMC, CITY CLERK**

**SUBJECT: RESOLUTION NO. 2010-12 - 2010 ELECTION QUALIFYING  
RATIFICATION**

**DATE: July 19, 2010**

**GENERAL SUMMARY:**

Qualifying for the November 2, 2010, Municipal Election for Council Seat Nos. 1, 2, 4 & 5 officially closed at noon on Friday, June 18, 2010.

Pursuant to Section 2.10(a) of the City Charter, should only one candidate qualify for a City Council seat scheduled for election, City Council may declare that no election be held for that seat and the qualified candidate shall fill the designated seat. Qualifying results were as follows:

The only candidate to qualify for City Council Seat No. 1 was Joe Bernardini for the 4 Yr. Term 12/1/2010 - 12/01/2014.

The only candidate to qualify for City Council Seat No. 2 was Frankie Burnett for the balance of a 4 Yr. Term ending 12/03/2012.

The only candidate to qualify for City Council Seat No. 4 was Emory Pierce for the 4 Yr. Term 12/1/2010 - 12/01/2014.

The only candidate to qualify for City Council Seat No. 5 was Lara Bradburn for the 4 Yr. Term 12/1/2010 - 12/01/2014).

Resolution No. 2010-12 is hereby attached so ratifying the November 2, 2010, election to the City Council Seats as referenced above.

**FINANCIAL IMPACT**

None anticipated pursuant to preliminary notification from the Hernando County Supervisor of Elections Office.

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

**RECOMMENDATION**

Adoption of the proposed Resolution ratifying the results of qualifying for the 2010 City Election, declaring that no election be held and ratifying the proposed referendum providing for a tax exemption for new or expanding businesses to support economic development in the City scheduled for the August 24, 2010, Primary Election shall continue for the purpose of the electorate deciding on the referendum proposition.

**ATTACHMENTS:** Proposed Resolution No. 2010-12

RESOLUTION NO. 2010-12

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING REFERENDUM PROPOSITION FOR THE AUGUST 24, 2010, PRIMARY ELECTION; DECLARING APPOINTMENT OF CERTAIN CANDIDATES TO FILL THE CITY COUNCIL MEMBER SEAT NOS. 1, 2, 4 AND 5; DECLARING THAT NO MUNICIPAL ELECTION SHALL BE HELD FOR 2010; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, qualifying for the November 2, 2010, municipal election ended at Noon on June 18, 2010, for City Council Seat No. 1 currently held by Joe Bernardini, City Council Seat No. 2 currently held by Frankie Burnett, City Council Seat No. 4 currently held by Lara Bradburn, and the City Council Seat No. 5 currently held by Richard Lewis; and,

**WHEREAS**, additionally on June 7, 2010, City Council adopted Resolution No. 2010-09 requesting a referendum proposition be placed on the Primary Election Ballot of August 24, 2010, providing for a tax exemption for new or expanding businesses to support economic development in the City; and,

**WHEREAS**, Joe Bernardini is the only candidate who qualified to fill Seat No. 1, which term ends in December 2010; and,

**WHEREAS**, Frankie Burnett is the only candidate who qualified to fill Seat No. 2, which term ends in December 2012; and,

**WHEREAS**, Emory Pierce is the only candidate who qualified to fill Seat No. 4, which term ends in December 2010; and,

**WHEREAS**, Lara Bradburn is the only candidate who qualified to fill Seat No. 5, which term ends in December 2010; and,

**WHEREAS**, Section 2.10(2) of the City Charter states that should only one candidate qualify for a seat scheduled for election, City Council may declare that no election shall be held for that seat and the qualified candidate shall fill the designated seat.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Brooksville, Florida as follows:

**Section 1.** That the proposed referendum providing for a tax exemption for new or expanding businesses to support economic development in the City scheduled for the August 24, 2010, Primary Election shall continue for the purpose of the electorate deciding on the referendum proposition.

**Section 2.** That *Joe Bernardini* is qualified and shall fill the designated Council Member Seat No. 1 and that he shall serve on the City Council for the four year term beginning at the first regular Council Meeting in December, 2010 (12/06/2010) and ending at the first regular Council Meeting in December, 2014.

**Section 3.** That *Emory Pierce* is qualified and shall fill the designated Council Member Seat No. 4 and that he shall serve on the City Council for the four year term beginning at the first regular Council Meeting in December, 2010 (12/06/2010) and ending at the first regular Council Meeting in December, 2014.

**Section 4.** That *Lara Bradburn* is qualified and shall fill the designated City Council Member Seat No. 5 and that she shall serve on the City Council for the four year term beginning at the first regular Council Meeting in December, 2010 (12/06/2010) and ending at the first regular Council Meeting in December, 2014.

**Section 5.** That no municipal election need be held for election of City Council Members; however, the proposed referendum providing for a tax exemption for new or expanding businesses to support economic development in the City scheduled for the August 24, 2010, Primary Election shall continue for the purpose of the electorate deciding on the referendum proposition.

**Section 6.** This resolution shall become effective upon adoption.

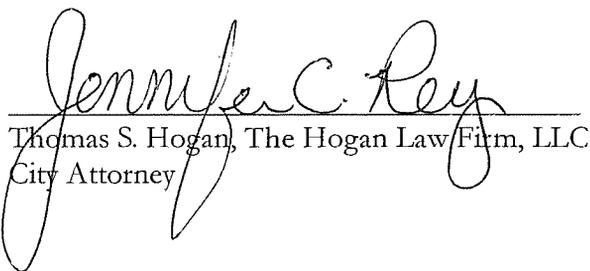
**PASSED AND ADOPTED** this 19<sup>th</sup> day of July 2010, A.D.

**City of Brooksville**

\_\_\_\_\_  
Lara Bradburn, Mayor

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

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

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

VOTE OF COUNCIL:

Bernardini     \_\_\_  
Bradburn       \_\_\_  
Burnett         \_\_\_  
Johnston       \_\_\_  
Lewis           \_\_\_

# CERTIFICATE OF ELECTION

102.155 F.S.

STATE OF FLORIDA  
COUNTY OF HERNANDO

This is to certify that

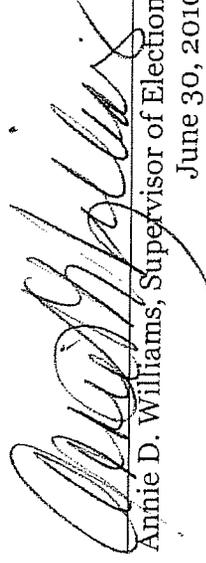
*Joe Bernardini*

was unopposed and therefore automatically elected to

*Brooksville City Council, Seat 1*

in and for the City of Brooksville, Hernando County.

(SEAL)

  
Annie D. Williams, Supervisor of Elections  
June 30, 2010

# CERTIFICATE OF ELECTION

102.155 F.S.

STATE OF FLORIDA  
COUNTY OF HERNANDO

This is to certify that

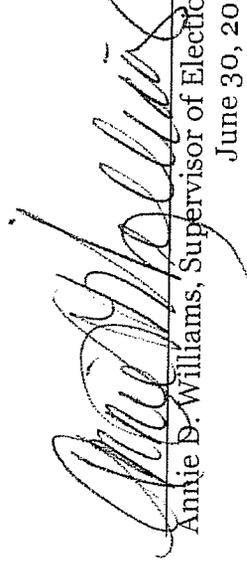
*Frankie Burnett*

was unopposed and therefore automatically elected to

*Brooksville City Council, Seat 2*

in and for the City of Brooksville, Hernando County.

(SEAL)

  
Annie D. Williams, Supervisor of Elections  
June 30, 2010

# CERTIFICATE OF ELECTION

102.155 F.S.

STATE OF FLORIDA  
COUNTY OF HERNANDO

This is to certify that

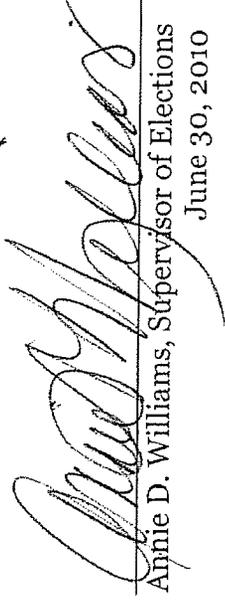
*Emory H. Pierce*

was unopposed and therefore automatically elected to

*Brooksville City Council, Seat 4*

in and for the City of Brooksville, Hernando County.

(SEAL)

  
Annie D. Williams, Supervisor of Elections  
June 30, 2010

# CERTIFICATE OF ELECTION

102.155 F.S.

STATE OF FLORIDA  
COUNTY OF HERNANDO

This is to certify that

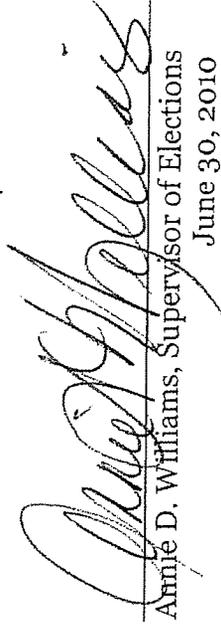
*Lara Bradburn*

was unopposed and therefore automatically elected to

*Brooksville City Council, Seat 5*

in and for the City of Brooksville, Hernando County.

(SEAL)

  
Arnie D. Williams, Supervisor of Elections  
June 30, 2010

**AGENDA ITEM**

**MEMORANDUM**

**Date:** July 14, 2010  
**To:** Honorable Mayor and City Council Members  
**VIA:** T. Jennene Norman-Vacha, City Manager   
**From:** Stephen J Baumgartner, Finance Director   
**RE:** Adopting Current Year Proposed Millage rate for 10/11 Budget

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State of Florida Truth in Millage (TRIM) requirements mandate that Florida governments set a proposed millage rate for the DR-420 (Certification of Taxable Value). The City must advise the Property Appraiser of proposed millage, rolled-back rate, date, time and place of the tentative budget hearing within 35 days from June 1<sup>st</sup>. This notification is for the Trim notice that is mailed to the property owners. This year the date required to notify the Property Appraiser is August 4, 2010.

Traditionally, the City Council votes a higher millage than they expect to levy. In 2009, 2008 and 2007 the tentative millage was 7.000 mills and in 2006 the tentative rate was set at 8 mills. The millage history is attached. TRIM states that the tentative millage rate cannot exceed the final millage rate, unless, each taxpayer is mailed a revised Notice of Proposed Property tax. The mailing would be at the City's expense. As a result, of the laws, we levy higher to avoid the expensive mailing.

Due to Amendment 1 there are a number of alternatives that complicate the final millage rate decisions. Here is current information:

|   |               |
|---|---------------|
| Prior Year operating millage levy                       | 6.0690        |
| Current Year Gross Taxable Value for operating purposes | \$414,775,643 |
| Prior Year Gross Taxable Value                          | \$472,475,278 |
| Current Year rolled-back rate                           | 7.0202        |
| Prior Year rolled-back rate                             | 7.4379        |
| Majority vote maximum millage rate allowed              | 9.3474        |
| Two-thirds vote maximum millage rate allowed            | 10.2821*      |

\*cannot exceed 10 mills

**ANNOUNCEMENT IF CURRENT YEAR PROPOSED MILLAGE RATE IS 8.0000**

For the required announcement, our rolled-back rate is 7.0202. Our first budget hearing is scheduled for Wednesday, September 8, 2010, at 6:00 p.m. in the City of Brooksville Council Chambers. Based on Council's direction from 7/13/10 workshop, the current year proposed millage rate is 8.000 mills. The current year proposed rate as a percent change of the rolled-back rate is 13.96%.

**Sjb**



**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**VIA:** T. JENNENE NORMAN VACHA  
CITY MANAGER   
**FROM:** MATTEW A. FOREMAN, ESQ.  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY  
**SUBJECT:** CODE ENFORCEMENT LIEN FORECLOSURES  
**DATE:** JULY 13, 2010

---

**GENERAL SUMMARY:** The City currently has two liens which are eligible for foreclosure as neither property has a homestead exemption:

Parcel #: R26 122 19001000000030; Key #: 00010375; Lots 3 and 4 Addis Ababa Subdivision; Commonly known as 606 Harar Avenue. Code Enforcement opened a case regarding this property in August of 2008 due to a complaint from a neighbor. The property was eventually brought up for hearing due to grass and weed growth in excess of eighteen inches, a violation of Section 38-92(a) of the City of Brooksville Code on January 20, 2009. The Special Master held that the property was not in compliance at the January 20, 2009, hearing and an Order Imposing Lien was signed on April 15, 2009, by the Special Master. A Public Sanitary Nuisance Abatement Special Assessment Lien has also been recorded against this property.

Parcel #: R2722219345000000020; Key #: 00149930; Saxon Heights Unit 2, Lot 2; Commonly known as 409 Cook Avenue. Code Enforcement opened a case regarding this property in June of 2008. The property was eventually brought up for hearing due to grass and weed growth in excess of eighteen inches, a violation of Section 38-92(a) of the City of Brooksville Code on October 28, 2008. The Special Master held that the property was not in compliance at the October 28, 2008, hearing and an Order Imposing Lien was signed on October 28, 2008, by the Special Master. A Public Sanitary Nuisance Abatement Special Assessment Lien has also been recorded against this property.

 **BUDGET NOTE:** These Code Enforcement Lien foreclosures have a minimal impact on the City's budget.

 **LEGAL NOTE:** Pursuant to Sec. 38-95 of the City's Code, "If the special assessment lien is not paid within one year, the city attorney may commence foreclosure proceedings to foreclose upon the special assessment lien." Furthermore, the City may proceed with Foreclosure of the Code Enforcement liens in accordance with Chapter 162 of the Florida Statutes and may collect its fees and costs upon successful prosecution of the code enforcement lien foreclosure case. Furthermore, the City may Petition the Circuit Court for Injunctive Relief, a Writ of Execution and/or a Money Judgment under Chapter 162. The City may proceed with foreclosure of the Public Sanitary

Nuisance Abatement Special Assessment Liens under Chapter 173 of the Florida Statutes and may collect its fees and costs upon successful prosecution of the special assessment lien foreclosure case.

**RECOMMENDATION:** The City Attorney seeks direction from the City Council as to whether or not it desires to proceed with foreclosure proceedings on the special assessment liens described above.

**ATTACHMENTS:** Recorded Liens

4

2009028657  
LORINDA 2657/191

LT1-2-2009028657-1

LIENOR: CITY OF BROOKSVILLE

OFFICIAL RECORDS  
BK: 2657 PG: 191

LT2-2657-191-4

LIENEE: Williams, Cynthia

**PUBLIC SANITARY NUISANCE ABATEMENT SPECIAL ASSESSMENT LIEN**

This Public Sanitary Nuisance Abatement Special Assessment Lien is executed and levied this 29<sup>th</sup> day of May, 2009, by the City of Brooksville, a municipal corporation of the State of Florida, in accordance with the provisions of Section 38-95 of the Code of the City of Brooksville, Florida, and as amended hereafter, and by the authority vested thereby.

WHEREAS, the City of Brooksville has determined that a public sanitary nuisance as defined by the City of Brooksville Code of Ordinances, Section 38-92, and as amended hereafter, existed on the hereinafter described property; and,

WHEREAS, the City of Brooksville caused said public sanitary nuisance to be abated at the City's direction at a cost of Three Hundred Ninety-Five Dollars and Seventy Five Cents (\$395.75) as evidenced on Final Certification of Expenses [Attachment A hereto]; and,

WHEREAS, the City of Brooksville Code Section 38-95 provides for the creation and establishment of a lien in the amount of such expenditure against the property specially benefitted which said land has been determined as having been specially benefitted.

WITNESSETH:

For and in consideration of the expenditures by the City of Brooksville from its governmental funds heretofore made to benefit the hereinafter described property, there is hereby created, established and levied by operation of law a lien upon the following described real property located and situated in the City of Brooksville, Hernando County, Florida, to wit:

|                    |   |
|--------------------|---|
| Key #:             | 00010375  |
| Legal Description: | Lots 3 and 4 Addls Ababa Subdivision ORB1048Pg 1890 |
| Street Address:    | 606 Harar Avenue, Brooksville, Florida, 34601       |
| Owner:             | Cynthia Williams                                    |
| Owner's Address:   | 2249 Lema Drive, Spring Hill, FL 34609              |

Said lien may be foreclosed by the City of Brooksville at any time according to procedure set out in the Florida Statutes for the foreclosure of mortgages.

Pursuant to the provisions of Section 38-95.a, and as amended hereafter, the costs enumerated herein shall be payable with interest at a rate of ten (10%) percent per annum from the date of such final certification until paid.

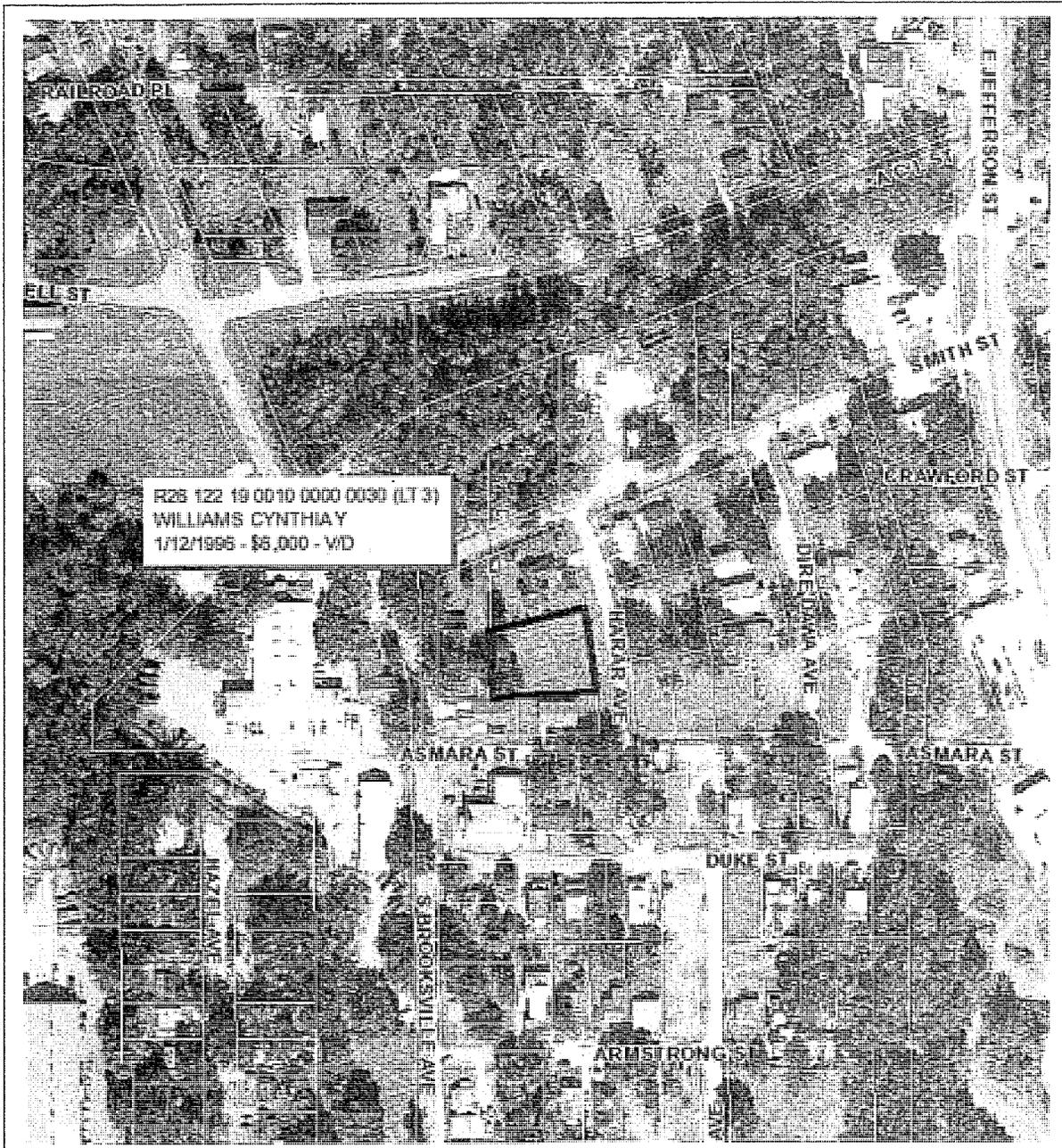
IN WITNESS WHEREOF, the City of Brooksville has caused this lien to be executed and created pursuant to and by operation of law on the day and year first above written.

ATTEST: Janice L. Peters  
Janice L. Peters, City Clerk, CMC

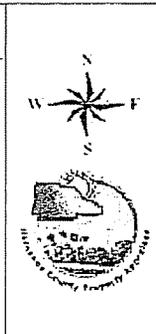
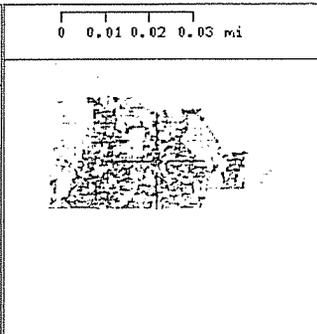
CITY OF BROOKSVILLE  
By: Joe Bernardini  
Joe Bernardini, Mayor

APPROVED AS TO LEGAL FORM AND  
CONTENT FOR THE RELIANCE OF  
THE CITY OF BROOKSVILLE ONLY:  
Thomas S. Hogan, Jr.  
Thomas S. Hogan, Jr., City Attorney

PREPARED BY AND  
RETURN TO: CITY OF BROOKSVILLE  
201 HOWELL AVENUE  
BROOKSVILLE, FL 34601



|   |                            |          |            |
|---|----------------------------|----------|------------|
| <b>Hernando County Property Appraiser</b>                   |                            |          |            |
| Alvin R. Mazourek CFA - Brooksville, Florida - 352-754-4190 |                            |          |            |
| <b>PARCEL: R26 122 19 0010 0000 0030   KEY: 00010375</b>    |                            |          |            |
| ADDIS ABABA LOTS 3 & 4                                      |                            |          |            |
| Name:   | WILLIAMS CYNTHIA Y         | LandVal  | \$9,082 00 |
| Site:   |                            | BldgVal  | \$0 00     |
| Mail:   | 2249 LEMA DR               | JustVal  | \$9,082 00 |
|   | SPRING HILL FL 34609-3720  | Assd     | \$9,082 00 |
| Sales   | 1/12/1996 \$6,000.00 V (D) | Exmpt    | \$0.00     |
| Info  | 2/1/1990 \$6,000 00 I (D)  | Taxable  | \$9,082 00 |
|   | 1/1/1980 \$0.00 ()         |          |            |
| Levy:   | WIBRES                     | Map:     | 85B2       |
| GIS:  | Class:                     | Quality: | TPPCnt:0   |



This information was derived from data which was compiled by the Hernando County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the market value, ownership, or zoning of the property. Zoning information should be obtained from the Hernando County Development Department. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

CAMA Updated: 11/27/2009 | GIS Updated: 11/27/2009 | © Copyright 2003 All Rights Reserved - Hernando County Property Appraiser

5/

2009028656  
LORINDA 2657/186

LT1-2-2009028656-1

LIENOR: CITY OF BROOKSVILLE

OFFICIAL RECORDS  
BK: 2657 PG: 186

LT2-2657-186-5

LIENEE: Schamberger, Christie R.

PUBLIC SANITARY NUISANCE ABATEMENT SPECIAL ASSESSMENT LIEN

This Public Sanitary Nuisance Abatement Special Assessment Lien is executed and levied this 29<sup>th</sup> day of May, 2009, by the City of Brooksville, a municipal corporation of the State of Florida, in accordance with the provisions of Section 38-95 of the Code of the City of Brooksville, Florida, and as amended hereafter, and by the authority vested thereby.

WHEREAS, the City of Brooksville has determined that a public sanitary nuisance as defined by the City of Brooksville Code of Ordinances, Section 38-92, and as amended hereafter, existed on the hereinafter described property; and,

WHEREAS, the City of Brooksville caused said public sanitary nuisance to be abated at the City's direction at a cost of Four Hundred Fifteen Dollars and Ninety-three Cents (\$415.93) as evidenced on Final Certification of Expenses [Attachment A hereto]; and,

WHEREAS, the City of Brooksville Code Section 38-95 provides for the creation and establishment of a lien in the amount of such expenditure against the property specially benefitted which said land has been determined as having been specially benefitted.

WITNESSETH:

For and in consideration of the expenditures by the City of Brooksville from its governmental funds heretofore made to benefit the hereinafter described property, there is hereby created, established and levied by operation of law a lien upon the following described real property located and situated in the City of Brooksville, Hernando County, Florida, to wit:

Key #: 00149930  
Legal Description: Saxon Heights Unit 2 Lot 2  
Street Address: 409 Cook Avenue, Brooksville, FL 34601  
Owner: Christie R. Chamberger  
Owner's Address: 16088 Lecanto St., Brooksville, FL 34604

Said lien may be foreclosed by the City of Brooksville at any time according to procedure set out in the Florida Statutes for the foreclosure of mortgages.

Pursuant to the provisions of Section 38-95.a, and as amended hereafter, the costs enumerated herein shall be payable with interest at a rate of ten (10%) percent per annum from the date of such final certification until paid.

IN WITNESS WHEREOF, the City of Brooksville has caused this lien to be executed and created pursuant to and by operation of law on the day and year first above written.

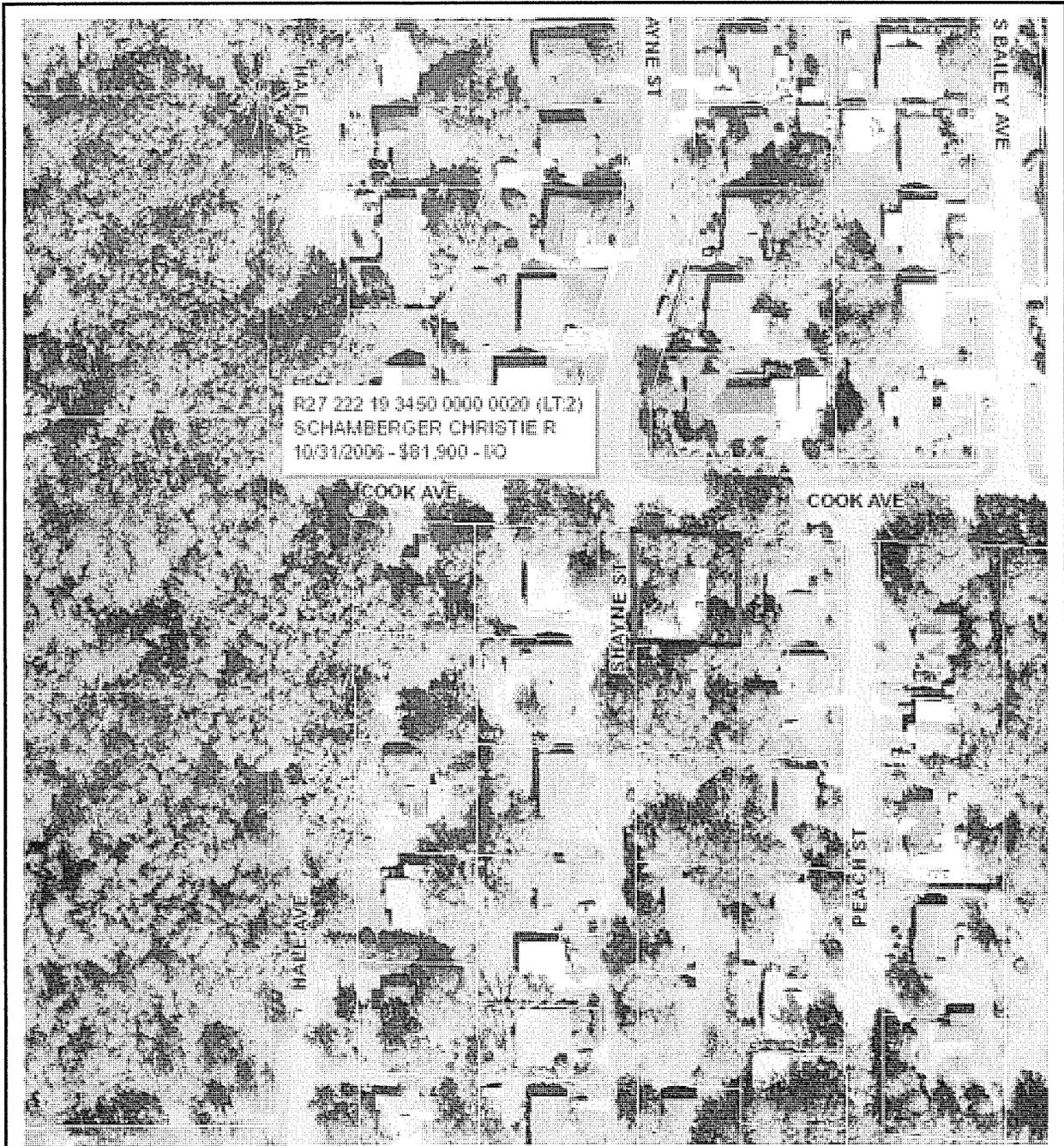
ATTEST: Janice L. Peters  
Janice L. Peters, City Clerk, CMC

CITY OF BROOKSVILLE  
By: Joe Bernardini  
Joe Bernardini, Mayor

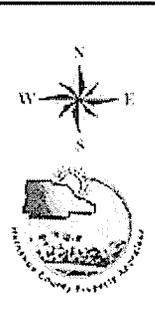
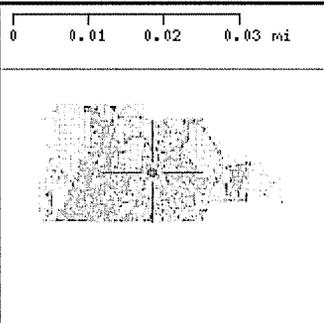
APPROVED AS TO LEGAL FORM AND  
CONTENT FOR THE RELIANCE OF  
THE CITY OF BROOKSVILLE ONLY:

PREPARED BY AND  
RETURN TO: CITY OF BROOKSVILLE  
201 HOWELL AVENUE  
BROOKSVILLE, FL 34601

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



|   |   |                     |
|---|---|---------------------|
| <b>Hernando County Property Appraiser</b>                   |   |                     |
| Alvin R. Mazourek CFA - Brooksville, Florida - 352-754-4190 |   |                     |
| <b>PARCEL: R27 222 19 3450 0000 0020   KEY: 00149930</b>    |   |                     |
| SAXON HEIGHTS UNIT 2 LOT 2                                  |   |                     |
| Name:   | SCHAMBERGER CHRISTIE R                        | LandVal \$8,454.00  |
| Site:   | 409 COOK AVE                                  | BldgVal \$37,654.00 |
| Mail:   | 16088 LACANTO ST<br>BROOKSVILLE FL 34604-8093 | JustVal \$47,296.00 |
| Sales   | 10/31/2006 \$81,900.001 (Q)                   | Assd \$47,296.00    |
| Info  | 10/8/2004 \$30,000.001 (Q)                    | Exmpt \$25,000.00   |
|   | 1/18/2002 \$15,500.001 (D)                    | Taxable \$22,296.00 |



This information was derived from data which was compiled by the Hernando County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the market value, ownership, or zoning of the property. Zoning information should be obtained from the Hernando County Development Department. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Data Updated: 6/20/2008 | GIS Map Updated: 6/20/2008 | © Copyright 2003 All Rights Reserved - Hernando County Property Appraiser



**REGULAR AGENDA ITEM  
MEMORANDUM**

**To:** Honorable Mayor and City Council Members

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

**From:** Timothy A. Mossgrove, Fire Chief  
Brooksville Firefighters' Pension Chairman

**Subject:** Ordinance No. 754-D - Brooksville Firefighters' Pension Trust  
Fund-Proposed Revisions to Ordinance No. 525

**Date:** July 19, 2010

---

**General Summary / Background** Revisions to the current Ordinance 754-D have been approved by the Brooksville Firefighter's Pension Trust Fund Board of Trustees, as proposed by their attorney, Scott Christiansen.

The revised Ordinance 754-D, as proposed and approved by the firefighter's pension board, is attached and includes the following no-cost changes:

- Section 4, Finance and Management to effectively manage the plan's assets.
- Section 5, Contributions, adjusting the member contribution rate from 3.14% to 3.29%.

**Budget Impact:** Ordinance No. 754-D has no budget impact as stated above. The changes do not alter our annual Firefighters' pension expenses.

**Legal Review:** The Pension Board Attorney has reviewed proposed Ordinance 754-D as to content and form and has determined that it is in good legal form.

**Board Recommendation:** The Brooksville Firefighters' Pension Board recommends City Council approval of the first reading of Ordinance 754-D as presented.

ORDINANCE NO. 754-D

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND, ADOPTED PURSUANT TO ORDINANCE NO. 525-I, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 5, CONTRIBUTIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: The City of Brooksville Firefighters' Trust Fund, adopted pursuant to Ordinance no. 525-I, as subsequently amended, is hereby further amended to amend Section 4, Finances and Fund Management, subsection 6.B.(5)(c), to read as follows:

\*\*\*\*\*

- (c) The Board shall not invest more than five percent (5%) of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed sixty-five percent (60 65%) of the assets of the Fund at market value.

\*\*\*\*\*

SECTION 2: The City of Brooksville Firefighters' Trust Fund, adopted pursuant to Ordinance no. 525-I, as subsequently amended, is hereby further amended to amend Section 5, Contributions, subsection 1. to read as follows:

\*\*\*\*\*

- 1. Member Contribution
  - A Amount. Each Member of the System shall be required to make regular contributions to the Fund in the amount of two and ninety-one hundredths

percent (2.91%) of his Salary, effective October 1, 2008, ~~and~~ three and fourteen one-hundredths percent (3.14%), effective October 1, 2009 ~~and~~ three and twenty-nine one hundredths percent (3.29%), effective October 1, 2010. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

~~B. Adjustment. The increase in the Member contribution rate provided for in Ordinance 525-F from one percent (1%) to three and eight-tenths percent (3.8%) is intended to fund the entire cost of providing the benefit improvements provided for in this ordinance (increase in benefit accrual rate from 3% to 3.1% and providing for normal retirement after 20 years of service), with no additional funding cost to the City. Accordingly, each fiscal year the actuary shall determine the actual annual cost for providing these additional benefits and the Member contribution rate shall be adjusted so that these benefit improvements are being totally funded by Member contributions and subsection 1.A. shall be amended accordingly.~~

\* \* \* \* \*

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. CONFLICTS AND REPEALER.** This Ordinance shall be cumulative of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance, which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 5. CODIFICATION.** The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 3, 4, 5, and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** That this Ordinance shall become in full force and effect in accordance with the Charter of the City of Brooksville, Florida. This Ordinance shall become effective upon its adoption.

**CITY OF BROOKSVILLE**

Attest: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

By: \_\_\_\_\_  
Lara Bradburn, Mayor

PASSED on First Reading \_\_\_\_\_

NOTICE Published on \_\_\_\_\_

PASSED on Second & Final Reading \_\_\_\_\_

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

VOTE OF COUNCIL:

Bernardini \_\_\_\_\_

Bradburn \_\_\_\_\_

Burnett \_\_\_\_\_

Johnston \_\_\_\_\_

Lewis \_\_\_\_\_

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

Law Offices

Christiansen &amp; Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

June 4, 2010

Ms. T. Jennene Norman-Vacha  
City Manager  
City of Brooksville  
201 Howell Street  
Brooksville, Florida 34601

Re: City of Brooksville Firefighters' Retirement Trust Fund - Proposed Ordinance

Dear Ms. Norman-Vacha:

With my letter of May 28, 2010, I provided you with a proposed ordinance amending the City of Brooksville Firefighters' Retirement Trust Fund. Enclosed please find a **revised** proposed ordinance amending the plan, which is approved by the Board and recommended for adoption by the City Council. We have removed the changes to the early retirement benefit section as well as the same change to the vesting section of the ordinance as the actuary has informed us that these changes would have had a financial impact on the plan. The following no-cost changes are being proposed:

1. Section 4, Finances and Fund Management, is being amended to allow the fund to invest up to 65% at market value, of the assets of the Fund in equity assets. This change is recommended by the Board's investment advisors to more effectively manage the plan's assets.
2. Section 5, Contributions, is being amended to adjust the member contribution rate from 3.14% to 3.29% of Salary to continue to fund the 3.1% benefit rate improvement as adopted in Ordinance 525-F. This adjustment, along with the combined use of state reserve money of \$32,460.00 approved by the membership will continue to fully fund the previously adopted benefit improvement. This rate change will be effective October 1, 2010.

The language requiring this annual contribution rate adjustment is proposed by the Board for removal so that this annual small adjustment will no longer be required. This amount has been adjusted both up and down over the years from a high of 4% when adopted, to as low as 2.91%. The administration and legal costs of making these changes appear to make these continuing small adjustments imprudent.

Ms. T. Jennene Norman-Vacha  
June 4, 2010  
Page 2

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter confirming that there is no cost associated with the adoption of this revised ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,

A handwritten signature in black ink, appearing to read "Scott R. Christiansen". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Scott R. Christiansen

SRC/dm  
enclosure

cc: Patrick Donlan, with enclosure  
Susan McCrary, with enclosure

CITY OF BROOKSVILLE  
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

June 10, 2010  
(Page 2)

| <u>Date</u>       | <u>Member<br/>Contribution Rate</u>      |
|-------------------|--|
| 10/1/03 – 10/1/04 | 3.8% of pay                              |
| 10/1/04 – 10/1/05 | 4.0% of pay                              |
| 10/1/05 – 10/1/07 | 3.8% of pay (never changed by ordinance) |
| 10/1/07 – 10/1/08 | 2.97% of pay                             |
| 10/1/08 – 10/1/09 | 2.91% of pay                             |
| 10/1/09 – 10/1/10 | 3.14% of pay                             |

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



---

Patrick T. Donlan, M.A.A.A.  
Enrolled Actuary #08-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.



---

Chairman, Board of Trustees

CITY OF BROOKSVILLE  
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

June 10, 2010  
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following change:

Increase the Member Contribution Rate from 3.14% to 3.29% of Salary effective October 1, 2010.

The cost impact, determined as of October 1, 2009, as applicable to the plan/fiscal year ending September 30, 2011, is as follows:

|  | <u>Current</u> | <u>Proposed</u> |
|--|----------------|-----------------|
| Total Required Contribution<br>% of Total Annual Payroll | 44.12%         | 43.88%          |
| Expected Member Cont.                                    | 3.14%          | 3.29%           |
| Applicable State Contribution                            | 103,671        | 103,671 *       |
| Balance From City<br>% of Total Annual Payroll           | 28.51%         | 28.12%          |

\* The recalculated cost of the 3.1% Benefit Multiplier Rate and the 20 & out Normal Retirement provisions adopted in Ordinance 525-F, after consideration of the original use of the State Monies Reserve and considering the current annual State monies, requires a Member Contribution Rate of 3.29% of Payroll. Because the original total annual cost of the benefit improvement in Ord. 525-F was \$16,541; State Monies may be utilized each year, up to that amount, to help offset the Member Contribution Rate associated with that improvement (that is the amount being utilized in the current year).

\*\* After the adoption of this ordinance, the Member Contribution will remain fixed at 3.29% until a future ordinance amends that rate. Please note that under the previous provisions, the actuary was required to annually review the cost of the provisions outlined in Ordinance 525-F and adjust the Member Contribution appropriately. When the rate needed to be adjusted, then the attorney would have to draft an ordinance for adoption by the City. The chart on the next page shows the results of the actuarial studies each year. The actuarial fees associated with each of these analyses totaled \$3,000 over that period and does not include the attorney's fees associated with preparing ordinances. As you can see the required member contribution rate had very little fluctuation over that period. If you look at the 10/1/09 payroll of \$831,397, the difference between the low of 2.97% Member Contributions and the high of 4.0% Member Contributions, the difference is only \$8,563 per year.

Comparative Summary of Principal Valuation Results

|                                | <u>New Benefits</u><br><u>10/1/2009</u> | <u>Old Benefits</u><br><u>10/1/2009</u> |
|--------------------------------|---|---|
| A. Participant Data            |   |   |
| Number Included                |   |   |
| Actives                        | 23                                      | 23                                      |
| Service Retirees               | 11                                      | 11                                      |
| DROP Retirees                  | 0                                       | 0                                       |
| Beneficiaries                  | 0                                       | 0                                       |
| Terminated Vested              | 8                                       | 8                                       |
| Disability Retirees            | 1                                       | 1                                       |
| Total                          | 43                                      | 43                                      |
| Total Annual Payroll           | \$831,397                               | \$831,397                               |
| Payroll Under Assumed Ret. Age | 831,397                                 | 831,397                                 |
| Annual Rate of Payments to:    |   |   |
| Service Retirees               | 260,725                                 | 260,725                                 |
| DROP Retirees                  | 0                                       | 0                                       |
| Beneficiaries                  | 0                                       | 0                                       |
| Terminated Vested              | 28,686                                  | 28,686                                  |
| Disability Retirees            | 11,190                                  | 11,190                                  |
| B. Assets                      |   |   |
| Actuarial Value                | 4,421,906                               | 4,421,906                               |
| Market Value                   | 3,820,514                               | 3,820,514                               |
| C. Liabilities                 |   |   |
| Present Value of Benefits      |   |   |
| Active Members                 |   |   |
| Retirement Benefits            | 3,613,393                               | 3,613,393                               |
| Disability Benefits            | 25,473                                  | 25,473                                  |
| Death Benefits                 | 19,262                                  | 19,262                                  |
| Vested Benefits                | 232,293                                 | 232,293                                 |
| Refund of Contributions        | 21,256                                  | 20,720                                  |
| Service Retirees               | 2,959,979                               | 2,959,979                               |
| DROP Retirees *                | 0                                       | 0                                       |
| Beneficiaries                  | 0                                       | 0                                       |
| Terminated Vested              | 211,398                                 | 211,398                                 |
| Disability Retirees            | 43,628                                  | 43,628                                  |
| Excess State Monies Reserve    | 0                                       | 32,640                                  |
| Total                          | 7,126,683                               | 7,158,787                               |

\* Liabilities shown represent present value of future payments. Assets in item B., above, do not include accumulated DROP account balances.

| C. Liabilities - (Continued)   | New Benefits<br><u>10/1/2009</u> | Old Benefits<br><u>10/1/2009</u> |
|--|----------------------------------|----------------------------------|
| Present Value of Future Salaries   | 5,991,223                        | 5,991,223                        |
| Present Value of Future<br>Member Contributions                              | 197,111                          | 188,124                          |
| EAN Normal Cost (Retirement)   | 185,818                          | 185,818                          |
| EAN Normal Cost (Disability)   | 1,674                            | 1,674                            |
| EAN Normal Cost (Death)  | 1,203                            | 1,203                            |
| EAN Normal Cost (Vesting)  | 14,426                           | 14,426                           |
| EAN Normal Cost (Refunds)  | 1,527                            | 1,486                            |
| Total Normal Cost (Entry Age Method)   | <u>204,647</u>                   | <u>204,606</u>                   |
| Present Value of Future<br>Normal Costs (Entry Age)                          | 1,426,954                        | 1,426,523                        |
| Accrued Liability (Retirement)   | 2,369,594                        | 2,369,594                        |
| Accrued Liability (Disability)   | 11,176                           | 11,176                           |
| Accrued Liability (Death)  | 9,657                            | 9,657                            |
| Accrued Liability (Vesting)  | 89,039                           | 89,039                           |
| Accrued Liability (Refunds)  | 5,257                            | 5,152                            |
| Accrued Liability (Inactives)  | 3,215,006                        | 3,215,006                        |
| Excess State Monies Reserve  | 0                                | 32,640                           |
| Total Actuarial Accrued Liability  | <u>5,699,729</u>                 | <u>5,732,264</u>                 |
| Unfunded Actuarial Accrued<br>Liability (UAAL)                               | 1,277,824                        | 1,310,358                        |
| <br>D. Actuarial Present Value of Accrued Benefits                           |                                  |                                  |
| Vested Accrued Benefits  |                                  |                                  |
| Inactives  | 3,215,006                        | 3,215,006                        |
| Actives  | 1,467,593                        | 1,467,593                        |
| Member Contributions   | <u>122,477</u>                   | <u>122,477</u>                   |
| Total  | 4,805,076                        | 4,805,076                        |
| Non-vested Accrued Benefits  | <u>298,799</u>                   | <u>298,799</u>                   |
| Total Present Value Accrued<br>Benefits                                      | 5,103,875                        | 5,103,875                        |
| Increase (Decrease) in Present Value of<br>Accrued Benefits Attributable to: |                                  |                                  |
| Plan Amendments  | 0                                |                                  |
| Assumption Changes   | 0                                |                                  |
| New Accrued Benefits   | 0                                |                                  |
| Benefits Paid  | 0                                |                                  |
| Interest   | 0                                |                                  |
| Other  | 0                                |                                  |
| Total:   | <u>0</u>                         |                                  |

| Valuation Date<br>Applicable to Fiscal Year Ending   | New Benefits<br>10/1/2009<br><u>9/30/2011</u> | Old Benefits<br>10/1/2009<br><u>9/30/2011</u> |
|--|---|---|
| E. Pension Cost  |   |   |
| Normal Cost (with interest)<br>% of Projected Annual Payroll*  | 25.6  | 25.6  |
| Administrative Expense (with int.)<br>% of Projected Annual Payroll*   | 2.8   | 2.8   |
| Payment Required to Amortize<br>Unfunded Actuarial Accrued<br>Liability over 30 years<br>(as of 10/1/09)<br>% of Projected Annual Payroll* | 15.5  | 15.7  |
| Total Required Contribution<br>% of Projected Annual Payroll*  | 43.9  | 44.1  |
| Expected Member Contributions<br>% of Projected Annual Payroll*  | 3.3   | 3.1   |
| Expected City & State Contrib.<br>% of Projected Annual Payroll*   | 40.6  | 41.0  |

\* Contributions developed as of 10/1/09 are expressed as a percentage of projected annual payroll at 10/1/09 of \$831,397.

## ACTUARIAL ASSUMPTIONS AND FUNDING METHODS

### Assumptions

|                                   |  |
|-----------------------------------|--|
| <u>Mortality Rates</u>            | 1983 GAM Table - Sex Distinct.   |
| <u>Termination Rates</u>          | See Tables below (1302).   |
| <u>Disability Rates</u>           | See Tables below (1201).   |
| <u>Retirement Age</u>             | Earlier of age 55 and the completion of 10 years of service, or the completion of 20 years of service regardless of age, or age 60, regardless of service. Also, any member who has reached Normal Retirement is assumed to continue employment for one additional year. |
| <u>Early Retirement</u>           | Commencing upon a member's eligibility for Early Retirement (Age 50 with 10 years of Credited Service), members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year.   |
| <u>Interest Rate</u>              | 8% per year, compounded annually, net of investment related expenses.  |
| <u>Salary Increases</u>           | 6 1/2% per year until retirement age; see Table below. Final salary in year of retirement is increased 20% to account for additional non-regular compensation.   |
| <u>Payroll Increase</u>           | Up to 3% per year (3.0% for 10/1/09 val).  |
| <u>Cost of Living Adjustments</u> | 3% per year, from age 55 to 65.  |
| <u>Administrative Expenses</u>    | \$22,211 annually.   |

| <u>Age</u> | <u>% Terminating<br/>During the Year</u> | <u>% Becoming Disabled<br/>During the Year</u> | <u>Current Salary as %<br/>of Salary at age 50</u> |
|------------|--|--|--|
| 20         | 6.0%                                     | 0.03%  | 15.1%  |
| 30         | 5.0                                      | 0.04   | 28.4   |
| 40         | 2.6                                      | 0.07   | 53.3   |
| 50         | 0.8                                      | 0.18   | 100.0  |

### Funding Method

Entry Age Normal Actuarial Cost Method.

SUMMARY OF PLAN PROVISIONS  
(Through 754-B)

|                                     |   |
|-------------------------------------|---|
| <u>Date of Latest Restatement</u>   | October 6, 2008   |
| <u>Eligibility</u>                  | Employees who are classified as full-time and volunteer Firefighters shall participate in the System as a condition of employment.  |
| <u>Credited Service</u>             | Total years and fractional parts of years of service with the City as a Firefighter.  |
| <u>Salary</u>                       | W-2 Earnings, plus tax deferred, tax sheltered and tax exempt income.   |
| <u>Average Final Compensation</u>   | Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination.  |
| <u>Member Contributions</u>         | 3.14% of Salary effective 10/1/2009.  |
| <u>City and State Contributions</u> | Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any. In no event will the City's contribution be less than 5% of the total Salary of the Members, as provided in Part VII of Chapter 112, Florida Statutes. |
| <u>Normal Retirement</u>            |   |
| Date                                | Earlier of age 60, age 55 and 10 years of Credited Service, or 20 years of Credited Service regardless of age.  |
| Benefit                             | 3.1% of Average Final Compensation times Credited Service   |
| Form of Benefit                     | Ten Year Certain and Life Annuity (options available).  |
| <u>Early Retirement</u>             |   |
| Eligibility                         | Age 50 and 10 Years of Credited Service.  |

|                                  |  |
|----------------------------------|--|
| Benefit                          | Accrued benefit, reduced 3% per year.  |
| <u>Cost of Living Adjustment</u> | 3% increase each January 1 from age 55 through age 65.   |
| <u>Vesting</u>                   |  |
| Schedule                         | 100% after 10 years of Credited Service.   |
| Benefit Amount                   | Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date. |
| <u>Disability</u>                |  |
| Eligibility                      |  |
| Service Incurred                 | Covered from Date of Employment.   |
| Non-Service Incurred             | 10 years of Credited Service.  |
| Exclusions                       | Disability resulting from use of drugs, illegal participation in riots, service in military, etc.                    |
| Benefit                          | Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred).        |
| Duration                         | Payable for life, with 120 payments guaranteed, or until recovery (as determined by the Board; options available).   |
| <u>Death Benefits</u>            |  |
| Pre-Retirement                   |  |
| Vested                           | Monthly accrued benefit payable to designated beneficiary for 10 years.  |
| Non-Vested                       | Refund of accumulated contributions, without interest.   |
| Post-Retirement                  | Benefits payable to beneficiary in accordance with option selected at retirement.                                    |

Board of Trustees

- a. Two Council appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other 4 and appointed by Council.

Deferred Retirement Option Plan

Eligibility

Satisfaction of Normal Retirement requirements.

Participation

Not to exceed the earlier of 60 months or the completion of 30 years of service with the City as a Firefighter.

Rate of Return

At Member's election: 6.5% or Net Investment Return

Distribution

Cash lump sum (options available) at termination of employment.

## **CORRESPONDENCE-TO-NOTE**

### **REGULAR COUNCIL MEETING – July 19, 2010**

1.    **TYPE:**                    Notice  
      **DATE:**                May 17, 2010  
      **RECEIVED FROM:**    United States Bankruptcy Court  
      **ADDRESSED TO:**    City of Brooksville  
      **SUBJECT:**            Order approving Joint Stipulation objection re: Crescent Resources, LLC
  
2.    **TYPE:**                    Letter  
      **DATE:**                June 17, 2010  
      **RECEIVED FROM:**    Bill Nelson, United States Senate  
      **ADDRESSED TO:**    Mr. Tommy L. Brooks, Brooksville Housing Authority  
      **SUBJECT:**            Congratulations on grant award from US Dept of Housing & Urban Development for the 2010 Capital Fund Program
  
3.    **TYPE:**                    Letter  
      **DATE:**                June 21, 2010  
      **RECEIVED FROM:**    Florida Department of Corrections  
      **ADDRESSED TO:**    City Manager  
      **SUBJECT:**            Agreement Non-Renewal
  
4.    **TYPE:**                    Memorandum  
      **DATE:**                June 22, 2010  
      **RECEIVED FROM:**    The Hogan Law Firm  
      **ADDRESSED TO:**    City Manager  
      **SUBJECT:**            Reduction of Permitted Uses in Zoning Categories and Re-labeling of Zoning Categories
  
5.    **TYPE:**                    Notice  
      **DATE:**                July 1, 2010  
      **RECEIVED FROM:**    Bright House Networks  
      **ADDRESSED TO:**    City Manager  
      **SUBJECT:**            Agreement renewals with cable channels and television stations
  
6.    **TYPE:**                    Letter  
      **DATE:**                July 13, 2010  
      **RECEIVED FROM:**    State of Florida Attorney General  
      **ADDRESSED TO:**    The Hogan Law Firm  
      **SUBJECT:**            Opinion regarding Land Use and Zoning issues involving the Hernando County Fair Association



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: May 17, 2010

*Craig A. Gargotta*  
CRAIG A. GARGOTTA  
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

In re

CRESCENT RESOURCES, LLC , *et al.*,

Debtors.

§  
§  
§  
§  
§  
§  
§

Chapter 11

Case No. 09-11507 (CAG)

JOINTLY ADMINISTERED

ORDER APPROVING THE JOINT STIPULATION RESOLVING THE CITY  
OF BROOKSVILLE'S OBJECTION TO THE PROPOSED  
LIMITED-NOTICE DE MINIMUS CONVEYANCE

This Court having considered the *Joint Stipulation Resolving the City of Brooksville's Objection to the Proposed Limited-Notice De Minimus Conveyance* (the "Stipulation") attached hereto as Exhibit A; the Court having determined that good and adequate cause exists for approval of the Stipulation; and the Court having determined that no further notice of the Stipulation must be given.

IT IS HEREBY ORDERED that the Stipulation is approved.

###

*CITN*  
*JAW*



United States Senate

WASHINGTON, DC 20510-0905

BILL NELSON  
FLORIDA

June 17, 2010

Mr. Tommy L. Brooks  
Executive Director  
Brooksville Housing Authority  
800 Continental Drive  
Brooksville, Florida 34601

Dear Mr. Brooks:

Congratulations on receiving the grant award from the United States Department of Housing and Urban Development for the 2010 Capital Fund Program. Your dedication to the modernization and development of public housing is appreciated and laudable.

Best wishes for continued success.

Sincerely,

*Bill Nelson*

CC: The Honorable Lara Bradburn, Mayor, City of Brooksville

*CTN  
-MLW*



FLORIDA  
DEPARTMENT of  
CORRECTIONS

06-23-10 A11:42 IN

Governor  
**CHARLIE CRIST**

Secretary  
**WALTER A. McNEIL**

*An Equal Opportunity Employer*

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

**Certified Mail # 7000 0520 0016 1813 1306  
Return Receipt Requested**

**June 21, 2010**

**Jeannene Norman-Vacha  
Brooksville City Manager  
201 Howell Avenue  
Brooksville, FL 34601-2041**

**REFERENCE: City of Brooksville, Agreement # A331**

**Dear Ms. Jeannene Norman-Vacha:**

**On behalf of Hernando Correctional Institution, I am sending this letter to inform you that due to budget restraints, pursuant to Section VII of the Local Agreement of the City of Brooksville A331, this Agreement will be terminated on July 01, 2010.**

**It has been a pleasure serving the City of Brooksville, and hopefully in the future we will be able to serve you again.**

**If you have any questions, feel free to contract Lieutenant Bruce Register at (352) 754-6715.**

**Sincerely,**

**M. E. Holcomb, Warden  
Hernando Correctional Institution**

**MEH/br**

**cc: Emily M. Phelps, Department of Corrections/Tallahassee,  
Bureau of Institutional Support Services**

*CTN  
JTW  
e copy:  
Mike Walker  
Richard Roder*



We mean business<sup>SM</sup>

05-24-10 11:38 AM

MEMORANDUM

TO: Jennene Norman-Vacha  
City Manager, City of Brooksville

From: The Hogan Law Firm, LLC

Date: June 22, 2010

RE: Reduction of Permitted Uses in Zoning Categories and Re-labeling of Zoning Categories.

You have asked us to answer two questions: 1. May the City reduce the permitted uses in a zoning category and; 2. May the City re-label certain zoning categories without additional hearings if only the "label" of the category is changed and not permitted uses currently allowed on the property are not altered.

As to 1: Yes, the City may reduce the permitted uses in a zoning category. The landowners may object to the reduction of permitted uses in specific zoning categories and may claim to have vested rights in the activities allowed in the previous definitions. The effected landowners may raise the legal theory of "equitable estoppel."

As to 2: Yes, but notices must be sent to all affected property owners due to the fact that it is *technically* a change in the property's zoning *designation* (even though permitted uses allowed are not being changed). Public hearings would have to be held, zoning conformance would have to be performed and property owners would have to be notified of the change.

**Section 166.041, Florida Statutes states, in pertinent part, as follows:**

Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to the following procedure:

- 1. In cases in which the proposed ordinance changes the actual zoning map designation for a parcel or parcels of land involving less than 10 contiguous acres, the governing body shall direct the clerk of the governing body to notify by mail each real property owner whose land the municipality will redesignate by enactment of the ordinance and

CTN  
Bill Geiger  
WV

1004 U.S. Highway 92 West  
Auburndale, FL 33823

tel 863.965.7733  
fax 863.288.2299

CTN



July 1, 2010

Ms. Jennene Norman-Vacha  
City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, 34601

Dear Ms. Norman-Vacha,

#### Notice to Bright House Networks Cable Customers

From time to time our agreements with cable channels and television stations come up for renewal. While we do not anticipate any loss or disruption of service, regulations require us to notify you of the possibility of losing programming. Please be advised, therefore, that our agreements with IndiePlex, RetroPlex, Encore, Encore Action, Encore Drama, Encore Love, Encore Mystery, Encore WAM, Lifetime, Encore Westerns, E!, Style, Starz, Starz Cinema, Starz Edge, Starz in Black, Starz Kids & Family, Zee TV, TruTV, and Weather Channel remain in effect on a month to month basis, but we may have to cease carriage in all formats if our authority to continue is withheld.

As well, our agreements with ETTV-Super and BBC America expire on July 31, 2010 and July 12, 2010, respectively and we may have to cease carriage in all formats if our authority to continue is withheld. We are working diligently at this time to come to acceptable and fair terms with all of these channels.

For more information on Bright House Networks programming, please call 1-866-976-EASY or visit our website at [www.brighthouse.com](http://www.brighthouse.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Gillan". The signature is fluid and cursive, with a large initial "D" and "G".

Drew Gillan  
Manager of Public Relations

CTN  
MIV



STATE OF FLORIDA

BILL McCOLLUM  
ATTORNEY GENERAL

July 13, 2010

10-28

Ms. Jennifer C. Rey  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605

Dear Ms. Rey:

On behalf of the City of Brooksville, you have submitted a request for my opinion on substantially the following question:

Are the land use and zoning ordinances of the City of Brooksville applicable to real property located within the city and occupied and operated by a county fair authority?

In sum:

The land use and zoning ordinances of the City of Brooksville are applicable to real property located within the city and occupied and operated by a county fair authority.

According to your letter, the Hernando County Fair Association occupies a parcel of land within the corporate limits of the City of Brooksville and operates the fair at that location. The city questions whether local land use and zoning ordinances apply to the fair association in light of the state statutory regulations provided in Chapter 616, Florida Statutes.

Section 2(b), Article VIII of the Florida Constitution provides, in part that:

Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

CTN  
[Handwritten signature]