

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

**AGENDA**

APRIL 16, 2007

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. CONSENT AGENDA**

**1. Minutes**

Regular Meeting - March 19, 2007

**2. CDL Third Party Administrator - Testing Contract**

Consideration of agreement with the Florida Department of Highway Safety and Motor Vehicles for Commercial Driver License (CDL) Testing Authorization.

**3. Take Action Grant: Healthy People, Places, and Practices in Communities Project**

Ratification of grant application sponsored by the U.S. Office of Disease Prevention and Health Promotion and the Regional Health Administrates in the amount of \$4,975.95 to purchase exercise equipment for a youth fitness program.

**4. JBCC Waiver of Fees for NAACP**

Consideration of waiver of fees and insurance in the amount of \$426.83 for NAACP Community Health Forum on April 21 from 9:00 a.m. to 2:00 p.m. at the JBCC.

**5. Code Enforcement and Utilities Mowing**

Consideration of waiver of purchasing policy for continuation of services agreement with current contractor, Terry Chapman, for Utility Site and Code Enforcement Mowing Services for a 2-year period. Annual funds estimated at \$15,000 per year is budgeted in Utility Other Contractual Services line item.

**CONSENT AGENDA APPROVAL (✓)**

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve  
Attachments: 1) Minutes; 2) Memo from Director of Public Works dated 02/02/07; 3) Memo from Director of Parks and Recreation dated 04/04/07; 4) Memo from Director of Parks and Recreation dated 04/04/07; 5) Memo from Director of

Public Works dated 03/29/07

# REGULAR CITY COUNCIL AGENDA - APRIL 16, 2007

## D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

### 1. Audited Financial Statements

Review and acceptance of Annual Audit for Fiscal Year ended 09/30/06 prepared by Oliver & Joseph Auditors, P.A.

Presentation: Auditors  
Recommendation: Acceptance of Audit  
Action: Motion to Approve  
Attachments: Memo from Interim City Manager dated 03/30/07; Management letter and response; [Note: Audit previously distributed to City Council and available for review in City Clerk's office.]

### 2. Margaret R. Ghiotto Beautification Award - Commercial Award

Recognition of improvements to property of Cheyenne Asphalt, Inc. located at 273 North Broad Street.

Presentation: Mayor  
Attachments: Award Certificate; Letter from Board dated 03/14/07

### 3. Juneteenth Celebration

Update on current plans for 2007 Juneteenth Celebration at Russell Park.

Presentation: Event Organizer  
Attachments: None

### 4. National Volunteer Week - April 15 - 21, 2007

Proclamation supporting volunteers in our community with Volunteer Reception on April 17 at JBCC.

Presentation: Mayor  
Attachments: Proclamation

### 5. Arbor Day Proclamation

Proclamation supporting Arbor Day in our community, which will be recognized at Beautification Board event held on April 27 at Tom Varn Park.

Presentation: Mayor  
Attachments: Proclamation

## E. REGULAR AGENDA

### 1. Utility Service Agreements

#### a) Sea Gate Land Holdings, Inc.

Consideration of acceptance subject to City Attorney's final review and comments.

# REGULAR CITY COUNCIL AGENDA - APRIL 16, 2007

- b) Brooksville Regional Medical Plaza, LLC  
Consideration of approval of agreement subject to the City Attorney's final review and comments and approve the option for the Developer to construct the remaining portion of the 12" and 18" water and sewer line crossing of the hospital site.

Presentation: Superintendent of Utilities  
Recommendation: Approval of each agreement individually and option for b)  
Action: Motion to approve  
Attachments: Memo from Utilities Superintendent dated 04-06-07; Grant of Easements

2. Street Survey Expenditures for Sidewalks

Consideration of authorization of amount not-to-exceed \$10,000 expenditure per street survey for: MLK from Main to US 41; North Ave. From Hwy. 98 to Howell; and Ft. Dade from Hwy. 98 to US 41. Budget amendment from reserve contingencies will be brought forward subsequently if approved.

Presentation: Public Works Director  
Recommendation: Authorization or Direction to Staff  
Action: Motion to Approve  
Attachments: Memo from Director of Public Works dated 03/29/07

3. Sewer Lateral Repairs on Private Property - 29 Sunset Drive

Consideration of reimbursement to property owner for repairs to sewer lateral in the amount of \$1,682.21; funding from WAP Grant Funds.

Presentation: Public Works Director  
Recommendation: Authorization or Direction to Staff  
Action: Motion to Approve  
Attachments: Memo from Director of Public Works dated 04/02/07

4. City Manager Search Process

Update on City Manager search process.

Presentation: Interim City Manager  
Recommendation: Direction to Staff  
Action: Motion to Approve  
Attachments: None

F. ITEMS BY COUNCIL

Council Member Lewis

1. Personnel Board Member Petition

Discussion of Personnel Board member appointment.

Attachments: Memo from Council Member Lewis dated 04/04/07; Memo from Interim City Manager dated 03/07/07; Petition from Public Works Employees; City Council Minutes from 01/08/07; Personnel Board News Releases

# REGULAR CITY COUNCIL AGENDA - APRIL 16, 2007

G. CITIZEN INPUT

H. ADJOURNMENT

## CORRESPONDENCE TO NOTE

*Meeting agendas and supporting documentation are available from the City Clerk's office, and online at [www.ci.brooksville.fl.us](http://www.ci.brooksville.fl.us). Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/544-5407.*

CITY OF BROOKSVILLE  
OFFICIAL POLICY  
9-97

APPEAL PROCEEDINGS

This meeting procedure is to be used whenever an appeal is brought before the City Council pursuant to City Ordinance No. 562.

Procedure:

1. The Chairperson will call the meeting to order.
2. Notice of publication will be read into the record.
3. Representatives of the parties will be sworn in by the City Attorney.
4. Staff presentation. (4 minutes)
5. Council questions of staff.
6. Appellant presentation. (5 minutes)
7. Council questions of appellant.
8. Staff rebuttal. (1 minute)
9. Additional questions of staff/appellant.
10. Council discussions.
11. Council motion, second, vote.

General

1. Additional time may be allotted to the staff/appellant so long as the time available is fairly apportioned. Time made available under this section will be printed on the Council Agenda and would supersede the standard times listed on the foregoing procedure.

2. These Rules have been promulgated as self-imposed guidelines upon the City Council in the conduct of City business. The inadvertent failure of the Council to comply with the specific requirements of these Rules shall in no way affect the validity of any action taken by the Council, unless otherwise provided by the statutory law of the State of Florida. In keeping with this intent, the Council hereby waives any inadvertent procedural irregularities which may result from the Council's failure to comply with the specific requirements of these rules prior to taking official action.

APPROVED BY CITY MANAGER: s/Richard E. Anderson  
Richard E. Anderson

11/17/97  
Date

ADOPTED BY CITY COUNCIL: November 17, 1997

## APPEALS OF COMMISSION DECISION

Sec. 137-43. Additional duties of planning and zoning commission.

1. (a) Generally. The commission shall have the following additional powers and duties:

(1) To hear and decide appeals where it is alleged there is an error in an order or determination made by the administrative official in the enforcement of the land use/zoning regulations of the city.

(2) To hear and decide special exception petitions to the land use/zoning regulations of the city.

(3) To hear and decide petitions seeking variances from the land use/zoning regulations of the city. No such variance will be granted unless the facts presented show that a literal interpretation and enforcement of the regulations would result in an unnecessary hardship to the petitioner. No variance will be granted for a condition which was caused by the petitioner.

(b) Decision of the commission. In the exercise of its powers and duties, the commission shall have all of the powers of the administrative official. The concurring vote of a majority of the commission shall be required to approve a variance or special exception request. Written confirmation of the decision of the commission shall be mailed to the applicant within two business days of the hearing on such decision.

(c) Appeals. Appeal of a decision of the administrative official may be taken to the commission by any person affected by such decision. Any appeal must be taken within 21 calendar days from the date the decision is rendered by the administrative official. Written notice of the appeal shall be delivered to the administrative official or his authorized representative. The administrative official will publish in a newspaper of local circulation (as defined in F.S. ch. 50) a notice of hearing at least seven calendar days prior to the hearing. The cost of such publication will be paid by the petitioner. The hearing before the commission shall be conducted pursuant to the rules and procedures established for such proceedings by the city council.

(d) Appeals of a commission decision. Anyone may appeal a decision of the commission to the city council. In order to appeal a decision, the petitioner must deliver a notice of appeal to the city clerk within ten calendar days of the date of the commission's decision. The notice of appeal must specify the decision being appealed and the specific reasons for the appeal. The notice of appeal shall be placed as an item on the next available regular agenda of the city council. No discussion of the merits of the appeal will be permitted; the mayor will request a vote of the council to determine if it wishes to hear the appeal. If a majority of the council votes to hear the appeal, a hearing at a special meeting of the city council will be scheduled within 21 days of the vote by the council. The city clerk will publish in a newspaper of local circulation (as defined in F.S. ch. 50) a notice of hearing at least three calendar days prior to the hearing. The cost of such publication will be paid by the petitioner. The hearing before the commission shall be conducted pursuant to the rules and procedures established for such proceedings by the city council.

(e) Stay of proceedings. An appeal to the commission of a decision of the administrative official or an appeal to the city council of a decision of the commission shall cause all matters relating to the appeal to be stayed until the conclusion of the appeal process. However, after receipt of the notice of appeal, the stay may be lifted by the administrative official if, in his opinion, the facts in the notice of appeal would cause imminent peril to life or property.

(Code 1988, pt. III, subpt. B, § 53)



**CITY OF BROOKSVILLE**  
**MEMORANDUM**

To: Steve Baumgartner, City Manager

From: Emory H. Pierce, Director of Public Works



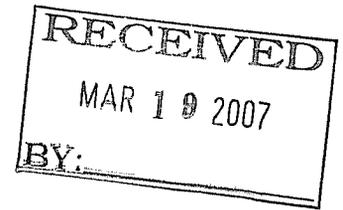
Re: **Commercial Driver License (CDL) Testing Authorization Agreement  
between the City and Florida Dept. of Highway Safety and Motor Vehicles  
(Third Party Administrator Contract)**

Date: April 2, 2007

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This agreement authorizes the City to use a properly licensed/qualified employee (Mr. Johnny Higginbotham) to give people their commercial drivers license (CDL) driving test. We entered into this program several years ago when we were experiencing great difficulty in being able to hire people licensed to drive our larger vehicles. We also save about \$500/person by not having to pay a private testing firm. Please note that Mr. Higginbotham gives the, "driving skills", part of the test after the employee has taken the written test which is done at the Highway Patrol Station.

Staff recommends having the Mayor sign this agreement.



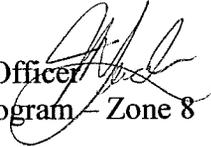
**State of Florida  
DEPARTMENT OF  
HIGHWAY SAFETY AND MOTOR VEHICLES**

**ELECTRA THEODORIDES-BUSTLE**  
Executive Director

03-20-07 P01:12 IN

March 16, 2007

**TO:** John Higginbotham, CDL Third Party Tester  
City of Brooksville

**FROM:** Mary L. Luchan, Compliance Officer   
CDL & Third Party Testing Program - Zone 8

**SUBJECT:** Third Party Administrator Contract

The new Third Party Administrator Contract and a summary of changes to the contract are enclosed.

Leave the dates blank. Mail the contract directly to me and I will forward to our contract section. Our contract section will complete that information, sign it and send you a complete copy back.

Thank you for your assistance in this matter

/ml

## **Summary of changes to Florida CDL Third Party Administrator contract**

A substantial revision to Florida's CDL Third Party Administrator (TPA) contract will be phased in during 2007. TPAs intending to retain their testing authority beyond December 31, 2007 may replace their current contracts with the revised contract beginning April 1<sup>st</sup>. To ensure adequate time for updating range layouts in conjunction with a new skills test standard, TPAs should contact their Department Compliance Officer as soon as possible to begin planning for this conversion. The most significant contract revisions are as follows:

- **New standard CDL skills test procedure.** The current procedure is specified by the American Association of Motor Vehicle Administrators (AAMVA) CDL Examiner's Manual Version 2.0. AAMVA has released a major update, the 2005 CDL Testing System, that will become the federally required standard in the near future. Florida will adopt this standard during 2007. Refresher training will be available, at no cost, to all CDL third party testers during the period April through September, 2007. Changes to basic skills test range layouts are required in addition to new scoring and related procedures.
- **The amount of the performance (surety) bond, when required, is increased to \$200,000.** Private TPAs testing only their own employees are now exempt from the performance bond requirement. Additional terms clarifying the performance bond requirement and an allowance for equivalent Letters of Credit are incorporated in the contract.
- Obsolete references to non-CDL testing are deleted.
- Commercial Motor Vehicles (CMVs) are defined with respect to the requirement to own or lease 5 CMVs to qualify for a contract and with respect to testing for Class A licenses. In particular, vehicles used for Class A testing must be true semi-tractor/trailers if the resulting license is to be issued without a 5 (No Tractor/Trailers) restriction.
- Obsolete references to paper waiver forms have been replaced with similar terms applying to the Driver License Third Party Paperless Waiver System (PWS).
- Authorization for public education institutions providing the 50-hour course for new CDL testers is incorporated in their TPA contracts. This change will not affect other Third Party Administrators.
- TPA's Monthly Activity Reports are no longer required. They have been replaced by automated PWS reports.
- Testers for government agencies exempt from performance bond requirements may not be paid directly by any applicants being tested for a fee. The applicant must pay the agency. The agency may compensate the tester.
- The standing prohibition on use of interpreters during scored portions of the test is incorporated in the contract.
- A prohibition on testing family and friends is incorporated in the contract.

**Contract Summary**  
**Third Party Administrators for Florida Commercial Driver License Testing**

In accordance with Section 322.56, Florida Statutes, the Department of Highway Safety and Motor Vehicles authorizes the Third Party Administrator named below to conduct driver license tests as described in this agreement.

**Third Party Administrator:**

City of Brooksville  
Name of Organization

TPA ID # BE6      Effective Date \_\_\_\_\_      Private  **Government**

David Pugh, Mayor  
Responsible Business or Agency Official (print name and title)

**Florida Business or Agency Address:**

201 Howell Avenue  
Mailing Address Street or P.O. Box  
Brooksville      34601  
City      Zip Code

\_\_\_\_\_  
Location Address if different from mailing address  
\_\_\_\_\_  
City      Zip Code

**Authorizations for Testing:**

**CDL Tests**

CDL Skills, Class A       CDL Skills, Class B and C

**CDL Applicants**

Employees of the Third Party Administrator       All Applicants

**Test Sites**

City <u>Brooksville</u>	Site # <u>1</u>
City _____	Site # _____

**AGREEMENT**

**between the**

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**

**and a**

**COMMERCIAL DRIVER LICENSE THIRD PARTY ADMINISTRATOR**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY AND BETWEEN the

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

DIVISION OF DRIVER LICENSES

(hereinafter the Department)

AND

CITY OF BROOKSVILLE

(hereinafter the Third Party Administrator)

This agreement authorizes the named Third Party Administrator to conduct driver license examinations on behalf of the Department.

NOW THEREFORE, the Department and the Third Party Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

**I. DEFINITIONS**

The following words and terms, when used in this document, shall have the following meanings:

**A. DEPARTMENT:** The Florida Department of Highway Safety and Motor Vehicles, Division of Driver Licenses.

**B. THIRD PARTY ADMINISTRATOR:** An entity of state government, a subdivision of state government, a public or private corporation, a firm, an organization, a school, or an entity

**I. THIRD PARTY ADMINISTRATOR IDENTIFICATION NUMBER (TPA ID):** An assigned number that shall identify the Third Party Administrator where applicable in program documents and information systems.

**J. TEST SITE:** Any of the physical locations at which the Third Party Administrator is authorized to conduct driver license testing, as designated in an Appendix to this agreement.

**K. TEST SITE NUMBER:** A number assigned to each physical address of each test site at which the Third Party Administrator is authorized to conduct driver license tests.

**L. CDL SKILLS TEST:** The practical demonstrations of ability required to obtain a CDL, normally including a pre-trip inspection, prescribed basic control maneuvers, and an on-road test. Skills tests for Class C CDLs and certain other circumstances may require only portions of the normal complete testing procedure.

**M. COMMERCIAL MOTOR VEHICLE (CMV):** For purposes of meeting equipment requirements specified in Section III.D. of this Agreement, a commercial motor vehicle is a motor vehicle or motor vehicle combination used on the streets or highways which has a gross vehicle weight rating of 26,001 pounds or more. CMVs used to meet requirements of this Agreement pertaining to unrestricted Class A CDLs must be truck tractor/semi-trailer combination vehicles as defined in Chapter 320.01, Florida Statutes.

**C. TECHNICAL ASSISTANCE:** Provide consultation to the Third Party Administrator regarding laws, rules, and procedures for conduct of the program established under this agreement.

**D. ADMINISTRATION AND ENFORCEMENT:** Administer and enforce the provisions of the driver license third party testing program.

### **III. THE THIRD PARTY ADMINISTRATOR AGREES TO**

**A. LEGAL COMPLIANCE:** Comply with Section 322.56, Florida Statutes, with all other applicable statutes, with administrative rules of the State of Florida and the Department, and with all applicable local ordinances.

**B. PLACE OF BUSINESS:** Continuously maintain a place of business at each test site that includes a permanent, regularly occupied building located within the State of Florida and which meets all applicable safety and legal requirements of the federal, state, and local governments.

**C. MAILING ADDRESS:** Maintain a permanent mailing address and provide this address to the Department.

**D. FACILITIES AND EQUIPMENT:** Maintain facilities and equipment approved by the Department as follows:

1. For Third Party Administrators not originally certified prior to September 1, 2002, ownership or lease of at least five commercial vehicles. CMVs used to meet requirements of this Agreement pertaining to unrestricted Class A CDLs must be truck tractor/semi-trailer combination vehicles as defined in Chapter 320.01, Florida Statutes.
2. A paved off-street area permanently marked and meeting all applicable dimensions and specifications for the CDL basic skills test, as provided in the most current version of the AAMVA model CDL Examiner's Manual.
3. An approved road test route and one or more alternate routes.

**K. APPLICANT RECORDS MAINTENANCE:** Maintain, on forms provided by the Department, at the approved third party testing location, for a minimum of three years, all records of each applicant for whom the Third Party Administrator conducts any portion of the CDL skills test, whether the applicant passes or fails the test.

**L. PROOF OF RESULTS:** Ensure that certified Third Party Testers employed by the TPA accurately record the results of all tests they personally conduct in a timely manner, whether the applicant passes or fails, in the Department's Driver License Third Party Paperless Waiver System (PWS).

**M. SECURITY OF PROGRAM MATERIALS:** Maintain strict security and accountability for confidential test materials issued by the Department.

**N. TESTER TRAINING:** If authorized under this contract to train individuals for certification as CDL Third Party Testers, meet the following conditions:

1. Be a public educational institution under the governance of a Florida county school board, the State University System, the Community College System, or the Florida Department of Education.

2. Conduct one or both of the following Department-approved curricula for CDL Third Party Testers.

a. For Class A, B, and C CDL skills testing, the 50-hour CDL Tester Training curriculum

b. For Class B and C (School Bus) CDL skills testing, the 50-hour School Bus CDL Tester Training curriculum

3. Own or lease at least one CMV representing each CDL class and endorsement for which tester training is provided, except that a representative Class B vehicle may be additionally used for training applicable to Class C CDL testing.

2. Provide unscheduled access to the approved third party testing site(s), vehicles used for testing, Third Party Tester and applicant records as specified in this agreement for inspection by representatives of the Department and the Federal Motor Carrier Safety Administration.
3. Provide representatives of the Department and the Federal Motor Carrier Safety Administration with copies of all records required to be maintained under this Agreement, on request.
4. Allow representatives of the Department and the Federal Motor Carrier Safety Administration to observe any applicant's testing, including those portions occurring inside vehicles.
5. Refund or waive any test fees charged to Department operatives who may pose as applicants for purposes of monitoring compliance with this agreement.

**Q. CERTIFICATES:** Prominently display the authorized Third Party Administrator Certificate in its approved third party testing site(s).

**R. MISCELLANEOUS NOTIFICATIONS:**

1. Notify the Department in writing thirty days prior to any change in the Third Party Administrator's business or agency name, ownership, or address.
2. Notify the Department in writing within ten calendar days of changes in the individual(s) designated to represent the Third Party Administrator under Section XV and in the Appendix to this agreement.
3. Notify the Department in writing within ten calendar days of changes in Third Party Testers employed by the Third Party Administrator.
4. Notify the Department whenever the Third Party Administrator ceases business operations at an approved third party testing site.

First Occurrence	Written reprimand
Repeated Occurrence	Thirty (30) day suspension of testing authority at applicable test site(s)

**B. MINOR DISCREPANCY IN TEST PROCEDURE:** Failure to properly administer a required portion of an otherwise complete test procedure, such as omission of a required maneuver.

First Occurrence	Ten (10) day suspension of testing authority at applicable test site(s)
Repeated Occurrence	Termination of testing authority at applicable test site(s)

**C. MAJOR DISCREPANCY IN TEST PROCEDURE:** Failure to include all required parts of a test procedure, such as omission of the pre-trip inspection, failure to use an approved test route, use of unsafe vehicles for testing applicants, or other action determined to significantly compromise the integrity of the testing process or public safety.

First Occurrence	Forty-five (45) day suspension of testing authority at applicable test site(s)
Repeated Occurrence	Termination of testing authority at applicable test site(s)

**D. FRAUD:** Abuse of authorities granted under this agreement to gain profit through issuance of test waiver forms to applicants who have not passed substantially complete tests.

First Occurrence	Termination of this agreement
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The Department will have sole discretion to determine the occurrence and the level of the violations defined above, and to apply associated penalties. Nothing in this section limits application of provisions for termination or cancellation of this agreement under Section V of this agreement where deemed appropriate.

**E. TERMINATION:** The Department reserves the right to terminate this agreement immediately upon determining that continued performance by the Third Party Administrator, or Third Party Tester employed by the Third Party Administrator, would endanger the public health, safety, or welfare. Additionally, the Department may terminate testing authority at one or more test sites in accordance with Sections IV.B or IV.C, Compliance and Enforcement, of this agreement. The Department may terminate this agreement immediately or take other appropriate action at the discretion of the Department upon determining that the Third Party Administrator, or Third Party Tester employed by the Third Party Administrator, has done one or more of the following:

1. Has failed to comply with or satisfy any of the provisions of this agreement.
2. Has falsified any record or information required under this agreement.
3. Has been criminally arrested for or committed an act that, in the opinion of the Department, compromises the integrity of the Program.
4. Has failed to file a certificate of insurance or self-insurance or has failed to maintain required insurance coverage.
5. Has refused 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 Third Party Administrator in conjunction with this agreement.

## **VI. APPLICABILITY OF CHAPTER 120, FLORIDA STATUTES**

Provisions of the Administrative Procedures Act, Chapter 120, Florida Statutes, will govern actions of the Department to suspend or terminate testing authority or terminate this agreement under Sections IV and V of this agreement. For purposes of timely action in accordance with Chapter 120.60, Florida Statutes, an application for certification as a driver license third party

## **IX. PROFESSIONAL CONDUCT**

**A. PROHIBITED HIRING PRACTICES:** The Third Party Administrator agrees not to engage the services of any current employee of the Division of Driver Licenses, or of a county tax collector serving as a licensing agent of the Department, as a Third Party Tester, agent or employee.

**B. APPLICANT ASSISTANCE:** The Third Party Administrator agrees that no Third Party Tester, employee, or agent of the Third Party Administrator will be permitted to assist any driver license applicant in a manner that provides unfair advantage in passing the tests covered under this agreement. The Third Party Administrator agrees that no translator or other intermediary will be permitted to interpret portions of the test that are scored on the basis of an applicant's verbal or written responses. Nothing in this agreement prohibits a tester from presenting test questions and receiving answers from applicants in any language without the aid of a translator, or from using translators to communicate on matters not requiring scored responses.

**C. SOLICITATION:** The Third Party Administrator agrees that no Third Party Tester, employee, or agent of the Third Party Administrator will solicit any individual on premises rented, leased, or owned by the Department or any of its agents to be an applicant in any third party testing program.

**D. PROHIBITION ON TESTING FAMILY AND FRIENDS:** The Third Party Administrator agrees that no Third Party Tester employee will be permitted to conduct tests under this agreement for members of the tester's family or friends. The Department will have sole discretion to determine whether testing a specific applicant would violate this section. Upon request by the Third Party Administrator or Third Party Tester, the Department will provide an advance determination.

## **X. ADVERTISING**

**A. GUARANTEES:** The Third Party Administrator agrees that none of its advertising shall indicate in any way that the Third Party Administrator can issue or guarantee the issuance of a driver license or imply that the Third Party Administrator can in any way influence the

**B. OTHER VEHICLES:** If the Third Party Administrator uses an applicant’s vehicle for conducting the road test, it agrees to ensure that such applicant’s vehicle is in compliance with the Motor Vehicle No-Fault Law, and has the required coverage of \$10,000 for Personal Injury Protection, in addition to \$10,000 Property Damage Liability coverage, prior to conducting the skills test.

**C. COMMERCIAL GENERAL LIABILITY:** The Third Party Administrator shall take out and maintain Commercial General Liability insurance including products and completed operations, for the entire length of this agreement. This insurance will provide coverage for all claims that may arise from the operations completed under this agreement, whether such operations are by the Third Party Administrator or the Third Party Administrator’s agents, Third Party Testers, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles and must include the State of Florida as an Additional Named Insured for the entire length of the agreement.

Minimum Limits of Liability:	\$1,000,000 each occurrence
	\$2,000,000 Aggregate

**D. HOLD HARMLESS ENDORSEMENT:** The Third Party Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recoverable against it or them by reason of any act or omission of the Third Party Administrator or the Third Party Administrator’s agents, Third Party Testers, or other employees in the execution of the work or in consequence of any negligence or carelessness in guarding the same.

5. The bonding company must notify the Department's designated representative, as named in Section XV, in writing within 5 working days of any cancellation, failure of the Third Party Administrator to make due payment or other condition that causes discontinuation or reduction of the required coverage provided by the performance bond. Failure to maintain a performance bond that meets the requirements of the Department as set forth in this agreement will constitute failure to comply with this agreement.

6. Expiration or other termination of the bond does not relieve liability for payment of valid claims associated with the Third Party Administrator's failure to comply with this agreement during the period the bond was in effect.

7. A letter of credit (LOC) meeting all substantive requirements of this section may be submitted in lieu of a performance bond. The department will only accept LOCs issued by financial institutions organized under the laws of Florida.

#### **G. ADDITIONAL REQUIREMENTS:**

1. Pursuant to Chapter 624 and 626 F.S., all insurance shall be purchased and countersigned by a Florida Resident Insurance Agent.

2. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company with a minimum Best's Rating of A or a Financial Performance Index of IX from the current Best's Key Rating Guide.

3. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company with a minimum Best's Financial Size Category of IX (\$250,000,000) from the current Best's Key Rating Guide.

4. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company having a

expressly stated in a written amendment to this agreement, signed by a duly authorized representative of each party.

### **XIII. NON-ASSIGNABILITY**

This agreement and the Third Party Administrator's certification are not assignable by the Third Party Administrator, including by subcontract, either in whole or in part.

### **XIV. WAIVERS AND UNENFORCEABILITY**

A waiver by either party of any provision of this agreement shall not act as a waiver of any other provision of this agreement. If any provision of this agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this agreement.

**XV. COMMUNICATIONS**

The Third Party Administrator and the Department designate the following to receive the written notices and communications that are desired or required under this agreement:

REPRESENTING THE  
THIRD PARTY ADMINISTRATOR

REPRESENTING THE  
DEPARTMENT

Name: Steve Baumgartner

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Address: 201 Howell Avenue

Address: \_\_\_\_\_

City/State: Brooksville, FL 34601

City/State: \_\_\_\_\_

Telephone: (352) 544-5435

Telephone: \_\_\_\_\_

Fax #: (352) 544-5424

Fax #: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the date first written above.

**BY:** City of Brooksville  
**(Company or Agency Name of the Third Party Administrator)**

**NAME:** David Pugh  
**(authorized representative of the Third Party Administrator)**

**TITLE:** Mayor

**SIGNATURE:** \_\_\_\_\_

**BY:** Florida Department of Highway Safety and Motor Vehicles

**NAME:** \_\_\_\_\_

**TITLE:** Chief of Purchasing and Contracts

**SIGNATURE:** \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY \_\_\_\_\_  
City Attorney

**APPROVED TEST SITES**

**UNDER TPA IDENTIFICATION NUMBER BE6**

**FOR THE THIRD PARTY ADMINISTRATOR**

City of Brooksville

**Test Site Number 1 for Third Party Administrator:**

City of Brooksville  
Name of Organization

TPA ID # BE6 Contract Date \_\_\_\_\_ Private   **Government**

**Site Address:**

600 S. Brooksville Avenue  
Mailing Address Street or P.O. Box  
Brooksville 34601 Hernando  
City Zip Code County

Location Address if different from mailing address  
\_\_\_\_\_  
City Zip Code County

Telephone Number (352) 544-5465 Fax Number (352) 544-5470

**Designated Agents for Test Site Communications and Compliance**

For the Third Party Administrator  
Johnny Higginbotham, Streets Foreman  
Print name and title

For the Department of Highway Safety and Motor Vehicles  
\_\_\_\_\_, Monitor for Zone \_\_\_\_\_  
Print name

**Approved Testing Activities at Site:**

**CDL Tests**

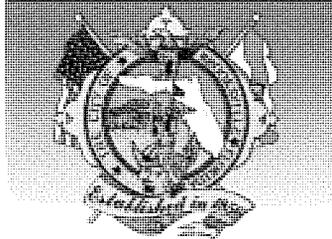
**CDL Skills, Class A**  **CDL Skills, Class B and C**

**Site Status:**

Date approved: \_\_\_\_\_ by DHSMV Compliance Officer: \_\_\_\_\_  
Date closed: \_\_\_\_\_

**CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT**

**MEMORANDUM**



**To:** Steve Baumgartner, Interim City Manager  
**CC:** Honorable Mayor and City Council Members  
**From:** Mike Walker, Parks & Recreation Director  
**Date:** April 4, 2007  
**Re:** Take Action Grant

---

The Brooksville Recreation Department is requesting the approval from City Council to apply for a grant in the amount of \$4,975.95, through the Take Action: Healthy People, Places, and Practices in Communities Project, the U.S. Office of Disease Prevention and Health Promotion and the Regional Health Administrates. They are seeking community – based groups to develop, carry out and evaluate a unique set of activities in local settings that support the Presidents Healthier / US initiative to promote and sustain healthy lifestyles in communities.

One – third of children are over weight, it is our goal to assist in the battle of obesity in our youth. We plan on using the funds for exercise equipment which would include exercise bands, mats and bikes. The exercise bike we would purchase is the Game Bike Pro which is used with the current video games in today's market, the bike require the children to ride them to operate the video game. If possible we would also use the funds to contract with a personal trainer, unless a volunteer could be located.

Attached is the completed grant application for your review.

/aw

**Mike Walker**

---

**From:** "Dawson Crowley" <dawson@source1medical.com>  
**To:** <mwalker@ci.brooksville.fl.us>  
**Sent:** Wednesday, April 04, 2007 3:53 PM  
**Subject:** Gamebike info

Hi Mike,

I was given your contact information from Rusty at Source Distributors.  
He mentioned that you needed some information regarding the GameBikes.

Please contact me at your convenience. I should be able to assist you with any product information as well as pricing.

I have a GameBike myself and really enjoy using it. We have done many shows with the GameBikes and I have seen, first-hand, the response from children, teens and adults.

You can get a child who wants nothing to do with exercise to play the games on the GameBike and not even realize he is getting a great workout.

With as much childhood obesity as there is, and as much as today's kids enjoy video gaming, the GameBikes have become a great intervening tools.

I left a voice message with Tom at your facility and will make another follow up call to make sure you have received this message.

Below is a link to the GameBikes on our website. The Gamebike Pro is best for use in facilities.

Thank you, Dawson

<http://www.source1medical.com/s.nl/sc.2/category.337/.f>

**Source<sup>1</sup>Medical**

**Dawson Crowley**

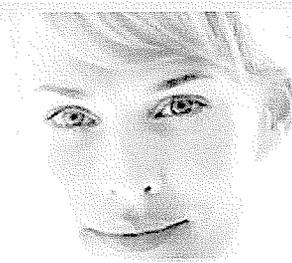
**dawson@source1medical.com**

**Phone 352-387-1110 or 800-733-0802**

**Fax 678-393-8699**

enter keywords Search

**Source 1**  
Medical  
1-800-217-6690



# PHYSICAL THERAPY EQUIPMENT AND SUPPLY

HOME PRODUCTS RESOURCES CONTACT US

Items: 0 | Total: \$0.00 [view cart](#)

[Log on](#) | [Log off](#) | [My Account](#)

Returning Customers click here to log in.

» PRODUCTS OVERVIEW

## » GameBike Pro

### SPECIALS

- Physical Therapy Products
- Gift Ideas \*
- Assessment & Evaluation
- Bariatric Products
- Carts
- Education
- Electrotherapy and Ultrasound Equipment
- Exercise
  - Exercise Balls
  - Hand Exercisers
  - Exercise Mats
  - Resistance Exercisers
- Upper Body Ergometers
- Exercise Bikes
  - Mini-Cycles
  - Recumbent Cycles
  - Upright Cycles
  - Cateye GameBikes**
    - GameBike
    - GameBike Pro**
- Treadmills
- Stair Climbers and Elliptical Trainers
- Balance Boards
- Weight racks
- Shoulder Exercisers
- Rebounders
- Pulleys
- Exercise and Fitness Equipment
- Miscellaneous Rehab Exercise Devices
- Gel and Lotion Warmers
- Hot & Cold Therapy
- Massagers



### ★ NEW PRODUCT

The GameBike Pro is the future of fitness. The commercial GameBike Pro is designed for Health Clubs, Schools, Rehabilitation Facilities, Athletic Centers, and other institutional settings. The Cateye Game Bike Pro is the cornerstone of a unique motivational system combining fitness and video gaming. The GameBike Pro fully controls every movement on the screen during play with your own body movement. Handlebars control the steering, pedal rpm controls the speed, and you control the strategy! The Game Bike Pro Connects to any Sony Playstation, PS2, Xbox, and Game Cube  
Two sizes available: Large for users 61" to 79" tall and Small for users 47" to 65" tall.

Price: \$1,169.99

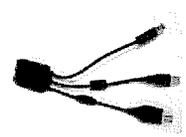
Gamebike Size  [add to cart](#)

### GameBike Pro Features

- o Strong, commercially rated frame & internal components
- o Fitness computer features multiple heart rate control programs, along with six other user programs
- o The Game Bike fitness computer gives exercise results along with the enjoyment of game competition and has an automatic heart rate control program to equalize competition between users
- o Play up to 4 Cateye GameBike Pro Bikes at a time with the PS2, using multi-tap
- o Backed by a Cateye 3 year institutional warranty

### RELATED PRODUCTS

Also available is the GB-200 Gamebike for home use.



#### GameBike Adaptor Kit

The Game Bike Adaptor kit allows the connection of the GameBike to the X-Box, Game Cube and PC. \* Not needed to connect the GameBike to Playstation units.  
Price: \$29.99

[more info](#)  [add to cart](#)

#### GameBike

The Cateye GameBike is a Revolutionary Plug and Play video game controller. The GameBike transforms gaming into a truly interactive experience. Imagine controlling every movement on the screen with your own body movement. The Game Bike controls the steering, speed, turns, strategy and more! Game bike connects to any

**Request for Proposals**

**Timeline for Project:**

**Proposal Forms and Instructions Available** February 12, 2007

**Proposals Due** March 30, 2007  
by 5:00pm MST  
*Postmarks not accepted*

**Notification of Intent to Fund or Decline** June 1, 2007

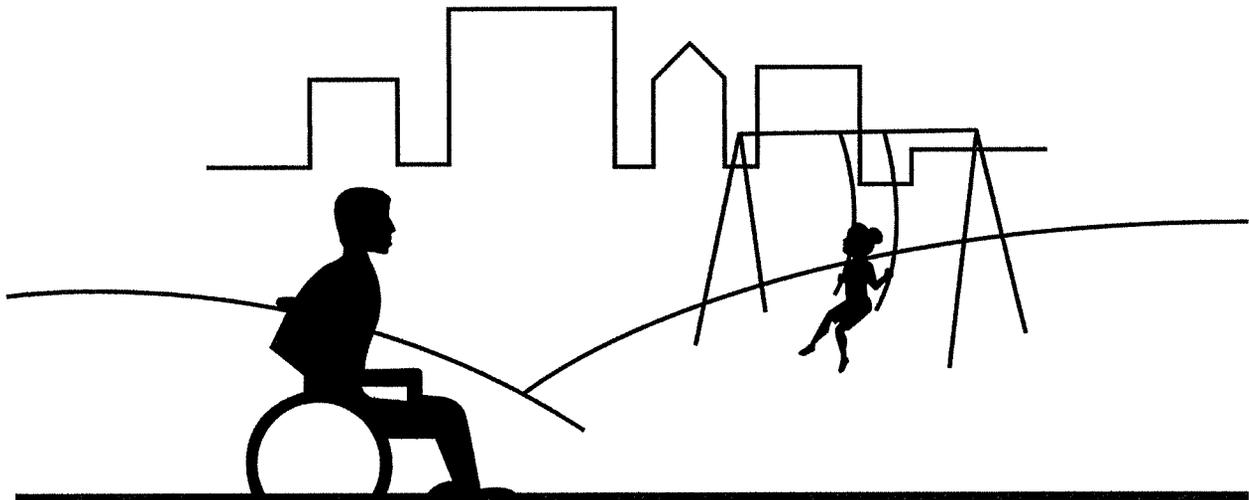
**Agree On Project Plan, Budget and Sign Contract** June 1- 28, 2007

**Funds disbursed** June 29, 2007

**Completion of Funded Project Activities** June 30, 2008

*Proposal forms and additional information are also available at  
<http://www.osophs.dhhs.gov>*

**For help with this proposal:  
e-mail: [answers@jsi.com](mailto:answers@jsi.com)  
or phone: 1-866-224-3815**



## BACKGROUND

Healthy lifestyles can increase an individual's lifespan and quality of life. We can achieve healthier communities when community groups take the lead in getting people involved in healthy habits that can reduce risks for chronic diseases, like heart disease, diabetes, and cancer. Community groups can lead the way in promoting health and preventing disease in the places where we live, learn, work, and play. They can improve the health of children, underserved adults, seniors, and people with disabilities, among others, by encouraging physical activity and healthy eating for all and by improving the air we breathe by promoting smoke-free environments. Through community involvement at the local level, access to preventive services like screenings can be improved, and the results can be acted on.

Through the Take Action: Healthy People, Places, and Practices in Communities Project, the U.S. Office of Disease Prevention and Health Promotion (ODPHP) and the Regional Health Administrators (RHAs) are seeking community-based groups to develop, carry out, and evaluate a unique set of activities in local settings that support the President's HealthierUS initiative to promote and sustain healthy lifestyles in communities.

## FUNDING INFORMATION

- Up to 270 projects will be funded. Recipients will be geographically diverse, and projects will represent a variety of HealthierUS-relevant activities.
- Only one proposal per organization will be considered for funding.
- Projects will cover the period July 1, 2007 to June 30, 2008.
- This is a one-time funding opportunity.
- Each project budget will range from \$2,000-\$5,000 for the project period.

## WHO CAN APPLY

Not-for-profit, community-based organizations, including faith-based groups, after-school programs, coalitions and others can apply for these funds. Preference will be given to small organizations with budgets less than \$750,000. Projects that focus on eliminating health disparities are encouraged.

## TYPES OF ACTIVITIES TO BE FUNDED

Proposed projects must include or promote at least one of the following types of activities:

- Physical activity
- Nutrition/healthy eating
- Preventive screenings
- Making healthy choices/avoiding risky behaviors

## Take Action: Healthy People, Places, and Practices in Communities Project

These types of activities make up the four parts of HealthierUS, a national effort to improve the health of Americans, and they are described at the [www.healthierus.gov](http://www.healthierus.gov) website.

Examples of possible projects include:

- Walking programs for a neighborhood or workplace.
- School lunch programs that include locally grown, seasonal fruits and vegetables.
- Skin cancer detection programs.
- Smoking prevention programs for teens.

We will give preference to innovative projects that have the potential to be a catalyst for health improvement in the community. Please note that ongoing operations of an organization will not be funded through this project. Proposed activities should be those which can be sustained by non-federal support at the close of the funding period.

### REVIEW PROCESS

Proposals will be reviewed by an objective committee comprised of public health experts with final funding approvals guided by the 10 Regional Health Administrators (RHAs).

Successful proposals will be selected based on their relevancy to one or more of the four parts of HealthierUS and the following qualities:

Submitters' abilities to carry out the project and complete deliverables (30 points total)

1. Experience in working with the community (10 points)
2. Readiness for carrying out the project (10 points)
3. Involvement of the community in planning the project (10 points)

Project description (50 points total)

1. Need for the project (10 points)
2. Reaching at-risk groups (10 points)
3. Goal(s) of the project (10 points)
4. How the project will accomplish the goal(s) and meet deliverables (10 points)
5. Possibility of the project continuing beyond the funding period (10 points)

Budget (20 points total)

1. Budget showing each item and its cost (10 points)
2. Justification for each item listed in the budget (10 points)

Submitter must agree to participate in a national evaluation of this project.

## EVALUATION

As a condition of the final funds disbursement, funded projects must participate in a national evaluation of the Take Action: Healthy People, Places and Practices in Communities project. They must indicate their commitment to participating in the evaluation by signing the "Agreement to Complete Evaluation" on Form D. The purpose of the evaluation is to report on how funds were used and what was accomplished with the funds.

The evaluation will consist of a brief survey of less than 10 questions. The survey will be available on-line and should take no more than 15 minutes to complete. Surveys via postal mail will also be provided if on-line access is limited. Technical assistance will be available for the evaluation component on an as needed basis. Evaluation reports must be submitted during the last month of the project period and no later than June 15, 2008. Ten percent of the project funds will be withheld until the evaluation report is submitted.

## TECHNICAL ASSISTANCE

Technical assistance will be available to projects as needed during the project period.

## PROPOSAL INSTRUCTIONS

Completed proposals should include:

- Cover Page (included as Form A)
- Applicant Description (included as Form B)
- Project Description (included as Form C)
- Project Plan Description (included as Form D)
- Budget Form (included as Form E)
- Budget Information (included as Form F)

Proposals that are illegible or inconsistent with the format provided will not be reviewed. Please limit your response to each form to two pages.

## IMPORTANT INFORMATION ABOUT FUNDING MECHANISM

The Take Action: Healthy People, Places and Practices in Communities Project will fund subcontracts to community-based organizations to provide disease prevention and health promotion services in their respective communities. The lead contractor for the administration and national evaluation of this project is John Snow, Inc. (JSI).

Community-based organizations who receive funds will become subcontractors of JSI. The deliverables required from the subcontractors will be further defined during the project contract negotiations, and will include a project plan to conduct disease prevention and health promotion activities, periodic reports of progress to the main contractor (JSI), and completion of required evaluation activities. As a condition of

## Take Action: Healthy People, Places, and Practices in Communities Project

receiving funding, funded projects must demonstrate that the contract tasks and deliverables will be achieved.

### DATA DISCLAIMER

The Office of Disease Prevention and Health Promotion (ODPHP) and the Regional Health Administrators, Office of Public Health and Science, Department of Health and Human Services (HHS) has contracted with John Snow, Inc. to administer the Take Action: Healthy People, Places and Practices in Communities Project.

All material submitted regarding this project announcement becomes the property of the HHS. HHS has the right to use any or all information/material presented in your proposal, subject to limitations for proprietary or confidential information. Disqualifications or denial of the proposal does not eliminate this right.

It is the responsibility of the applicant to identify proprietary information and request that the information be treated as such. Any additional restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The privacy policy for John Snow, Inc is available at <http://www.jsi.com/JSIInternet/privacy.cfm>. The HHS privacy policy is available at <http://www.hhs.gov/Privacy.html>.

The contents of the proposal will become contractual obligations if the project is funded. ODPHP and the Regional Health Administrators, Office of Public Health and Science, and HHS reserve the right to request revisions to the budget and/or scope of work of any applicant.

### INSTRUCTIONS FOR SUBMITTING THE PROPOSAL

Completed proposals must be received before 5pm MST on March 30, 2007.

Email one completed copy of the proposal to: [healthypeople@jsi.com](mailto:healthypeople@jsi.com)  
or mail to:

JSI  
ATTN: Ellen Teig  
1860 Blake Street, Suite 320  
Denver, Colorado 80202

*Please note that postmarks will not be accepted.*

COVER PAGE

Organization/Group Name: City of Brooksville Recreation Department

Address: 306 Darby Lane  
Brooksville, Fl

Zip Code: 34601

Tax ID Number: 37-02-008131-54C

Total Budget for Submitting Organization: \$129,185.00

Proposal Contact: **Mike Walker**

Title of Contact (if applicable): **Parks and Recreation Director**

Email: ***mwalker@ci.brooksville.fl.us***

Phone Number: **(352) 544-5495**

Fax: **(352) 544-5496**

Total Amount Requested: (\$2,000-\$5,000) **\$4,975.95**

This project is related to (check all that apply):

- physical activity                       nutrition/healthy eating  
 preventive screenings                       healthy choices

Briefly describe your project in the space below: "FIT AND FUN 4 KIDS" this program/project will address obesity in children ages 8 through 14 years old in Brooksville and the surrounding Hernando County in 3 12-week sessions to follow the school year calendar. In the program implementation, we will use Modern Training Techniques, Nutritional Guidelines, and the usage of Fun Fitness apparatus to motivate

## **Take Action: Healthy People, Places, and Practices in Communities Project**

a targeted group of children to exercise and eat right. "High Risk" children are those in ethnic minority groups who are eating more calories than they are "working off" or burning during normal daily activity. These children in low socio-economic groups tend to have higher rates of obesity. Our Program will provide fun and exercise activities, education in learning about nutrition and a positive atmosphere of self-esteem.

APPLICANT DESCRIPTION PAGE

**ORGANIZATION NAME City of Brooksville Recreation Department**

1. Describe your organization/group and its purpose.

The City of Brooksville Recreation Department delivers Recreational, Athletic, Educational, Cultural and Social Programs to a highly diverse community in the City of Brooksville and the surrounding Hernando County area at the Jerome Brown Community Center. This multi-purpose facility brings people together through broad based cultural and educational events. The facility is also used for social events, town meetings, receptions and reunions.

2. Describe your organization's experience in implementing similar projects.

The Brooksville Recreation Department has incorporated many recreational youth and adult sport programs in the community. The department has recently added Line Dancing and a Walking Program in Tom Varn Park adjacent to the center. We have partnered with the County Health Department and the "America on the Move" - Steps to a Healthier Way of Life.

3. Who in your organization will be implementing the proposed activities for the project?

The Brooksville Recreation Department staff, along with a contracted personal trainer and the assistance of area volunteers.

4. How was the community involved in planning the proposed project?

The rising numbers in youth obesity throughout the United States have drawn the Hernando County Health Department, Child Development Services, and the Brooksville Recreation Department together to address this growing problem. Needs assessments were conducted by the Togetherness Committee with the assistance of 3 local churches. The data collected has proven that these obesity problems directly relate to the children of Brooksville.

5. If you are partnering with other groups, please list and describe them below.

The Hernando County Health Department and Child Development Services.

FORM C

PROJECT DESCRIPTION PAGE

**ORGANIZATION NAME** City of Brooksville Recreation Department

1. Describe the community's need for this project and which members of the community will be served by the project.

The need is a national problem as well as a local one in Hernando County. The County can help address this obesity problem through the City of Brooksville Recreation Departments Program "Fit and Fun 4 Kids". We are targeting obese and overweight children who meet the economically disadvantaged criteria. Their ages will be 8 to 14 years of either gender.

2. What do you want to accomplish with this project? Please list your goal(s) for the project.

Each child in the "**Fit and Fun 4 Kids**" program, with the guidance of a personal trainer, will set their own personal goals and ideal weight. The trainer will help them design their own exercise program. In 3 12-week sessions, we will follow the school calendar. Goals: 1. The participants will exercise in a progressive program that they have helped design. They will use apparatus such as D.D.R., Exercise Games, Stationary Bikes with play stations and Fitness Bands. 2. They will learn "Step Aerobics" to Hip Hop and Rap Music, etc. 3. Exercise mats will be used for floor routines and exercise activities. 4. Updated fitness charts will be kept on each participant to show improvement.

3. How will this project encourage other organizations or partners to improve the health of the community?
  - We will advertise through local newspapers.
  - The program will be posted on our website.
  - Flyers will be sent to local schools for posting.
  - E-mails will be sent to all youth organizations.
  - Word of mouth.

PROJECT PLAN DESCRIPTION PAGE

**ORGANIZATION NAME** City of Brooksville Recreation Department

1. In the table below, please describe your planned activities.

Activity	Start Date	End Date	Person Responsible
<b>Session I: Course introduction and purpose. Goals and objectives. Testing individuals. Introduce equipment and how to use apparatus. Set personal fitness goals. Instruction and Program implementation. Retest for results.</b>	<b>August 20<sup>th</sup> (Second Week of School)</b>	<b>Oct. 19<sup>th</sup> (End 10 Wks.)</b>	<b>Recreation Program Coordinator/ Staff</b>
<b>Session II: Retest. Set new Goals. Develop a regimented routine. One class on nutrition and eating healthy. Monday – upper body, Wednesday – lower body, Friday – Aerobics and endurance.</b>	<b>October 22<sup>nd</sup></b>	<b>Jan. 18<sup>th</sup></b>	<b>Recreation Program Coordinator/ Staff</b>
<b>Session III: Implementation of more aerobic activities, longer dance routines, more reps in step aerobics. Add walks or jogs in the parks. Add kick and step (faster pace in D.D.R. machine.)</b>	<b>Jan. 23rd</b>	<b>March 21<sup>st</sup></b>	<b>Recreation Program Coordinator/ Staff</b>
<b>* Add Session IV: If necessary / response.</b>	<b>March 24<sup>th</sup></b>	<b>May 23rd</b>	<b>Recreation Program Coordinator/ Staff</b>

2. How will you continue this project after the funding period ends? If the program is received well by the community the Recreation Department will be able to include the program in its annual budget along with the other programs we offer.

**AGREEMENT TO COMPLETE EVALUATION (REQUIRED)**

I agree to participate in an evaluation of this project and complete a report of how funds were spent by June 15, 2008.

\_\_\_\_\_  
Signature

3/27/07  
Date

**Take Action: Healthy People, Places, and Practices in Communities Project**

---

Printed Name

BUDGET FORM

**ORGANIZATION NAME City of Brooksville Recreation Department**

List each of your expected costs in the table below.

<b>Item Description</b>	<b>Cost(\$)</b>	<b>Justification</b>
1. Personal Trainer or Physical Education Teacher 3 hrs per week \$ 15.00 per hr. for 36 weeks	\$1,620.00	Personal Trainer to teach and train participants.
2. Exercise Bands (Youth Toner Kit)	159.95	Progressive resistance equipment.
3. Personal Stackable "Steps" 30 @ \$28.95 each	807.50	Aerobic Exercise Steps
4. Exercise Mats 30 @ \$17.95 each	538.50	Personal mats for floor exercise.
5. "Fit and Fun 4 Kids" (Shirts) 50 @ \$9.00 each	450.00	Each child gets a shirt.
6. 4 Exercise Bikes with Play Station Monitors	1,400.00	Exercise on bike while having fun with/P.S.
7.		
8.		
9.		
10.		
<b>Totals</b>	<b>\$4,975.95</b>	

**TOTAL REQUEST  
\$4,975.95**

FORM F  
BUDGET INFORMATION

**ORGANIZATION NAME** **City of Brooksville Recreation Department**

**In the space below, please list any other sources of funds or resources that you will use to support your project.**

Current 06/07 Budget

**Name of Person responsible for managing the project funds:**

Position with organization: Mike Walker, Brooksville Parks and Recreation Director

Address: **306 Darby Lane  
Brooksville, FL**

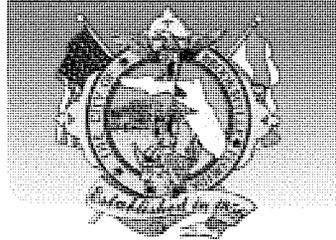
Zip Code: 34601

Email: [mwalker@ci.brooksville.fl.us](mailto:mwalker@ci.brooksville.fl.us)

Telephone: (352) 544-5495

CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT

**MEMORANDUM**



**To:** Steve Baumgartner, Interim City Manager  
**CC:** Honorable Mayor and City Council Members  
**From:** Mike Walker, Parks & Recreation Director  
**Date:** April 4, 2007  
**Re:** Waiving fees for NAACP

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The NAACP Hernando County is requesting fees and insurance to be waived in the amount of \$426.83 on April 21, 2007, from 9:00 A.M. to 2:00 P.M. The deposit of \$300.00 will still be required.

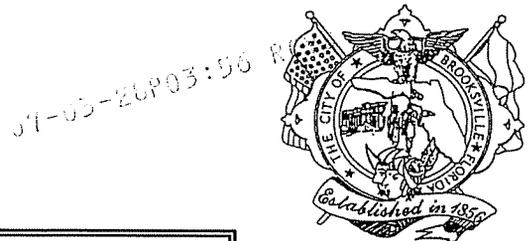
Attached is a lease agreement and a letter from the organization requesting for the fee waiver.

/aw

# CITY OF BROOKSVILLE

## PARKS & RECREATION DEPARTMENT

### FACILITY USE AGREEMENT



Jerome Brown Community Center  
  Hall  
  Conference Room  
  Kitchen  
 Other Facility \_\_\_\_\_

Name of applicant (User): Bobbin Rawlins - NAACP

If an organization, name of representative: Bobbin Rawlins, MR. BOGGS

Not-for-Profit (attach copy of certificate)  
  Government Agency  
  City Co-Sponsored

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: Bobbin Rawlins Day Telephone 352-584-3369 Evening 352-684-8957

Alternate contact person: \_\_\_\_\_ Day Telephone \_\_\_\_\_ Evening \_\_\_\_\_

Description of event: Community Health Fair - Free

Service to the Community. Anticipated attendance: approx. 300 persons

Attendees will be: Adult  Teen  Elem.  Preschool  If youth event, number of supervising adults: \_\_\_\_\_

Day(s) of event: M - T - W - Th - F - (Sa) - Su Start date of event: 4/21/07 Ending date: 4/21/07

Time event begins: 10 AM / PM Time event ends: 2 AM PM

Set-up: Date 4/21/07 From 9 AM / PM, To 10 AM / PM

Will event be open to the general public? Yes  No  Admission/donation/fee\*\*:  No  Yes \$ 0

Food/merchandise sales\*:  No  Yes Describe: \_\_\_\_\_

Refreshments served:  No  Yes Describe: \_\_\_\_\_

Number of paid security officers (if applicable): \_\_\_\_\_ Scheduled from \_\_\_\_\_ AM / PM To \_\_\_\_\_ AM / PM

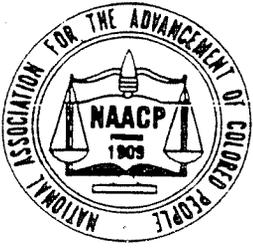
#### RATES & FEES

**User Fees:** The base user fee for the requested facility is \$ 280.00 <sup>N/A</sup> (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

**Deposit:** An initial deposit equal to the Security Deposit is due when the Facility Use Agreement is signed. If the projected rental and fees exceed the basic Security Deposit, such additional amounts are to be paid not less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges, damages or other additional services. If actual costs exceed the amount of the Deposit, such additional amounts will be due from User upon notice.

**Refunds:** (A) 75% of the deposit will be refunded if cancellation by applicant is received thirty (30) or more calendar days before the event date, or (B) 50% if canceled less than thirty (30) calendar days and the facility is subsequently leased for the same day/time period to another user, 25% if not re-leased.





## NAACP HERNANDO COUNTY BRANCH

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE  
P.O. BOX 10603 • BROOKSVILLE, FLORIDA 34603

April 2, 2007

Mr. Mike Walker, Director  
301 Darby Lane  
Brooksville, FL 34601

Dear Mr. Walker,

The Hernando County Branch of the NAACP will be presenting "World Health Day" Health Fair for the community of Hernando County on Saturday April 21, 2007 from 100 a.m. until 2:00 p.m. at the Jerome Brown Community Center. It is a free event.

We are requesting waiver of fees. Please let us know the security deposit fee that is needed for this event.

If you have any questions, please do not hesitate to contact Ms. Black at 352-544-2714.

Thank you for your consideration in this matter.

Sincerely,

*Tennessee Black, Secretary for*

Wayman Boggs, President

07-04-03P12:56 RCVD

**CITY OF BROOKSVILLE**  
**MEMORANDUM**

To: Steve Baumgartner, Interim City Manager

From: Emory H. Pierce, Director of Public Works



Re: Code Enforcement and Utilities Mowing

Date: March 29, 2007

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In March of 2005 City Council approved awarding the utilities mowing to Terry Chapman and the code enforcement mowing to Tree Care by Robert Miller. Tree Care did not respond to several requests to mow, so we asked them to voluntarily withdraw, which they did. Prior to 2005 we had been through two other entities that could not perform. Terry Chapman had been the next lowest bidder for the code enforcement mowing, so on July 14, 2005 we awarded that work to Mr. Chapman also. Since that time Terry has been dependable, accessible and has honored his original prices. In speaking with Terry, he has indicated that he would continue to perform the mowing at the original agreed upon prices.

Terry Chapman's prices were very reasonable at the time of the initial bidding (2005) and are probably more so now. In light of all of that, I request we waive our purchasing policy and continue using Terry Chapman for all mowing and that we extend his contract for 2 more years. We have attached the bid forms/prices from the original contract for your review. If our request is approved we will bring back a contract to be signed by the Mayor plus other required documents.

4-4-05

\*  
**BID FORM (B) 1**  
**UTILITY MOWING SERVICES - SEE EXHIBIT B**  
**CITY OF BROOKSVILLE - SITES-BID NUMBER SD2005-03**

*CHAPMAN*

Site #	Site Name	Sq/Ft	Task Description	Bid Price/each Mowing
1	3 Seasons L/S	400	Mowing & edging a 6 foot perimeter around structures.	15.00
2	Palm Av. L/S	400	Mowing & edging a 6 foot perimeter around structures.	N/A
3	Kingswood L/S	400	Mowing & edging a 6 foot perimeter around structures.	15.00
4	Diamond Creek L/S	400	Mowing & edging a 6 foot perimeter around structures.	15.00
5	Tom Varn Park L/S	400	Mowing & edging a 6 foot perimeter around structures.	15.00
6	Hope Hill Well #1	700	Mowing & edging inside fenced compound & edging fence perimeter.	15.00
7	Hope Hill Well #2	3,300	Mowing & edging a 6 foot perimeter around structures, mowing 20 ft. wide roadway into site.	30.00
8	Damac DWP	4,000	Mowing & edging inside fenced compound & edging fence perimeter.	N/A
9	Damac WWTP	32,600	Mowing & edging inside fenced compound, ditch edges to water line & edging fence perimeter.	60.00
10	SR 50 L/S	7,000	Mowing & edging inside fenced compound & edging fence perimeter.	30.00
11	East Ave. L/S	45,000	Mowing & edging inside fenced compound & edging fence perimeter.	45.00
12	Hope Hill DWP	115,000	Mowing & edging inside fenced compound & edging fence perimeter.	75.00
13	Croom Rd. WWTP	Inspect Site	Mowing & edging along entrance road 50' on both sides, east filled pond area & edging fence perimeter adjacent to Clover Leaf Mobile Home Park. (10 ac +/-)	60.00

*CHAPMAN*

14	School St. WWTP	Inspect Site	Mowing & edging inside fenced compound, ditch edges to water line & edging fence perimeter, including pipe easement out to S.R. 50.	60.00
15	New Cobb Road WRF	Inspect Site	Mowing fenced area including entrance road & edging along all fences & around all structures including up to 75 each planted trees.	240.00
16	Hillside Ct. DWP	62,500	Mowing & edging inside fenced compound, ditch edges to water line & edging fence perimeter.	240.00
17	Howell Av. L/S	45,000	Mowing & edging inside fenced compound & edging fence perimeter.	60.00
18	Lamar Av. Well #2	43,000	Mowing & edging to P/L & R/W including R/W in front of 101 Lamar Av. compound.	60.00
19	Lincoln Dr. L/S	400	Mowing & edging a 6 foot perimeter around structures.	15.00
20	Parrot Middle School L/S	400	Mowing & edging a 6 foot perimeter around structures.	15.00
21	Norbourne Est. L/S	625	Mowing & edging a 6 foot perimeter around structures.	15.00
TOTAL:				1080.00

NAME OF BIDDER: TERRY CHAPMAN

SIGNATURE: Terry Chapman DATE: 08-18-05

**BID FORM (E)**  
**TERM CONTRACT FOR CODE ENFORCEMENT LOT MOWING, AND/OR TRASH/DEBRIS REMOVAL -**  
**BID NUMBER SD2005-03**

ITEM NO.	DESCRIPTION OF SERVICES REQUIRED	UNIT PRICE
	LOT MOWING	
	Lots of less than 1/4 acre	\$ <u>75<sup>00</sup></u> per lot
	Lots of 1/4 acre to 1 acre	\$ <u>150<sup>00</sup></u> per lot
	Lots more than 1 acre	\$ <u>250<sup>00</sup></u> per lot
	TRASH AND DEBRIS REMOVAL AND DISPOSAL	
	250 lbs. Or less	\$ <u>70<sup>00</sup></u> per load
	251 lbs. TO 500 lbs.	\$ <u>120<sup>00</sup></u> per load
	501 lbs. TO 1,000 lbs.	\$ <u>150<sup>00</sup></u> per load

Name of Bidder Terry Chapman

SIGNATURE: Terry Chapman Date 03-18-05

**EQUIPMENT LISTING - BID NUMBER SD2005-03**

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?
60" Zero Turn mower	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
48" mower	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
22" mower	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Weed - Eater	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Edgar	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Hedger	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Blower	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Chain saw	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
12' Tractor	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	YES <input type="checkbox"/> NO <input type="checkbox"/>
	YES <input type="checkbox"/> NO <input type="checkbox"/>
	YES <input type="checkbox"/> NO <input type="checkbox"/>

BIDDER'S COMPANY NAME Terrey Chapman

SIGNATURE: *Terrey Chapman* DATE 03-18-05

**Alternate Bid**

**Utility Mowing Services  
City of Brooksville Sites Bid Number SD2005-03**

#16	Hillside Ct. DWP	Mow all areas <b>except</b> around DRA	<b>\$60.00</b>
-----	---------------------	--	----------------

Bidder *TERRY CHAPMAN*

Signature *Terry Chapman*

Date *03-18-05*



# CITY OF BROOKSVILLE

## Memorandum

cc Mail  
SB  
JD  
File  
Chron  
ccc 3/30/07

AGENDA ITEM NO. D-1  
4-16-07

**TO:**

- (X) Mayor David Pugh
- (X) Vice Mayor Frankie Burnett
- (X) Council Member Joe Bernardini
- (X) Council Member Lara Bradburn
- (X) Council Member Richard E. Lewis

**ACTION:**

- ( ) As you requested
- (X) For your information
- ( ) Appropriate action
- ( ) Review and return
- ( ) Review & route

**FROM:** Stephen J. Baumgartner  
Interim City Manager

**DATE:** March 30, 2007

**SUBJ:** Audited Financial Statements - Fiscal Year Ending 9-30-06

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The 2005/06 Audit is completed and your copy is attached.

Acting Finance Director Jim Delach, Chief Accountant Marisol Pereira, and Senior Accountant Autumn Sullivan have worked very hard. My absence from the department has placed more responsibilities and a bigger workload on them. I appreciate the dedication of the Accounting Staff and the entire Finance Department. Copies of the Audit will be distributed by March 30, 2007.

Representatives from Oliver & Joseph, P.A. will be attending the April 16, 2007 City Council meeting. This will allow Council an opportunity to review the Audit.

My thanks to the Audit Staff of Oliver & Joseph, P.A. and their kindnesses and assistance during the audit process.

Thank you.

pc: Jim Delach, Acting Finance Director

INDEPENDENT AUDITORS' MANAGEMENT LETTER

Honorable Council Members  
Brooksville, Florida

We have audited the financial statements of the City of Brooksville, Florida, as of and for the fiscal year ended September 30, 2006, and have issued our report thereon dated March 8, 2007.

We conducted our audit in accordance with United States generally accepted auditing standards, and *Government Auditing Standards* issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Compliance and Internal Control over Financial Reporting, Independent Auditor's Report on Compliance and Internal Control over Compliance Applicable to each Major State Project, and Schedule of Findings and Questioned Costs. Disclosures in that report, which are dated March 8, 2007, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida and require that certain items be addressed in this letter.

The Rules of the Auditor General (Section 10.554(1)(h)1.) require that we address in the management letter, if not already addressed in the auditor's reports on compliance and internal controls or schedule of findings and questioned costs, whether or not recommendations made in the preceding annual financial audit report have been corrected except as noted below under the heading Prior Year Findings and Recommendations.

Prior Year Audit Findings and Recommendations

In conjunction with our audit of the City's financial statements for the year ended September 30, 2005, we commented on a number of audit findings and recommendations relating to the City's accounting system and internal controls. Recommendations for all but one finding have been resolved to our satisfaction. The finding is repeated as item 06-1 in the Schedule of Findings and Questioned Costs.

As required by the Rules of the Auditor General (Section 10.554(1)(h)2.), the scope of our audit included a review of the provisions of Section 218.415., Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the City of Brooksville complied with Section 218.415, Florida Statutes.

The Rules of the Auditor General (Section 10.554(1)(h)3.) require that we address in the management letter any findings and recommendations to improve financial management, accounting procedures, and internal controls. In connection with our audit, we did not have any such findings.

The Rules of the Auditor General (Section 10.554(1)(h)4.) require disclosure in the management letter of the following matters if not already addressed in the auditor's reports on compliance and internal control or schedule of findings and questioned costs and are not clearly inconsequential: (1) violations of laws, rules, regulations, and contractual provisions that have occurred, or are likely to have occurred; (2) improper or illegal expenditures; (3) improper or inadequate accounting procedures (e.g. the omission of required disclosures from the financial statements); (4) failures to properly record financial transactions; and (5) other inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of the auditor.

The Rules of the Auditor General (Section 10.554(1)(h)5.) also require that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements.

As required by the Rules of the Auditor General (Section 10.554(1)(h)6.a.), a statement must be included as to whether or not the local government entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes. In connection with our audit, we determined that the City of Brooksville, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

As required by the Rules of the Auditor General (Section 10.554(1)(h)6.b.), we determined that the annual financial report for the City of Brooksville, Florida for the fiscal year ended September 30, 2006, filed with the Florida Department of Financial Services pursuant to Section 218.32 (1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2006.

As required by the Rules of the Auditor General (Sections 10.554(h)6.c. and 10.556(7)), we applied financial assessment procedures. It is management's responsibility to monitor the entity's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

This management letter is intended for the information and use of the City of Brooksville and management and the State of Florida office of the Auditor General, and is not intended to be and should not be used by any one other than these specified parties.

OLIVER & JOSEPH, P.A.

  
March 8, 2007



March 26, 2007

Mr. William O. "Bill" Monroe, CPA  
Auditor General  
State of Florida  
Claude Denson Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Re: Financial Audit of the City of Brooksville, Florida for the Audit Period: Fiscal Year Ended  
September 30, 2006

Dear Mr. Monroe:

The financial statements of the City of Brooksville for the fiscal year ended September 30, 2006, have been audited by the City's independent auditing firm of Certified Public Accountants (Oliver & Company, P.A.). The financial statements, auditor's reports and management letter are completed and will be made available to the city officials and the public on March 30, 2007. In compliance with their audit tasking, Oliver & Company, P.A. have reported to you and to other concerned parties what they consider being reportable conditions or material weaknesses in the internal control structure, accounting methods and systems, etc. of the City of Brooksville, along with management comments made to the City.

Herewith submitted is the City's response and corrective action plan to the independent auditors' management letter comments.

*Financial Statement Finding 06-1.*

Auditor's Recommendation: The City does not utilize a centralized accounts payable system. Accounts payable balances are established at the time invoices for goods and services are received for payment. In addition, accounts payable balances are established after year-end by reviewing subsequent disbursements.

Corrective action plan: With respect to establishing a centralized accounts payable system, additional staff would have to be hired in order to accomplish this recommendation. Approvals and

coding are done by the various departments. The process is decentralized, but does work effectively. We believe we are recording our liabilities in the appropriate periods and bills are paid by their due dates with rare exceptions unrelated to decentralized processing. However, we concur that the Auditors' recommendation is valid. As the City grows and the number of transactions increase, we will re-organize. The plan is to establish a centralized Purchasing Department that would assist us with creating a centralized accounts payable system.

Completion Date: City will consider recommendations of Auditors.

Financial Statement Finding 06-2.

Auditor's Recommendation: The City should improve documentation and training regarding policies and procedures to be followed in the installation of new water/sewer meters, change-outs, meter turn on/off's, and construction hydrant meters. Meters should no longer be installed at the direction of management within the Utility Department until the proper paperwork is completed and the required deposit has been collected by the Billing Department. Auditors recommended that a log be maintained of all construction hydrant meter locations. Auditors recommended that DPW assess physical access controls to the DPW Facility Cage to improve internal controls. Lastly, that service orders be created in one location either the Billing Department or DPW Department.

Corrective action plan prepared by Public Works Director Emory Pierce, P.E.: We unfortunately agree that there was a failure of long established policies that allowed four each 2" hydrant meters to be installed without proper accounts being set up. However, this problem was discovered and corrected by City Staff. In order to prevent future problems with the issuance and or installation of any meter we have constructed a new secure enclosure, "Cage", which only has meters in it, including the hydrant/construction meters. The person primarily responsible for the problem with the hydrant meters does not have a key to this cage. Only the following people have keys to this meter cage:

Mary Cason, Accounting Supervisor  
Brian Stackhouse, Chief Meter Reader  
Adele Westfall, Meter Reader  
Emory Pierce, Director of Public Works

In addition to the tracking of meters that occurs with our normal work order system, a log (clipboard) will be kept in this cage on which the meter readers, or a key holder, will write down the Work Order #, meter serial #, location where meter is to be installed, and the date the meter leaves the cage. Likewise, when new meters come in they will be logged in and put in this cage. All meters, including hydrant/construction meters, are now tracked in and out of this cage at the Public Works/Warehouse compound.

The only vehicles that have meters, "stored", on them are the meter reader's trucks. They normally keep two-three (3/4 x 5/8) new meters on their trucks so that they can quickly and

efficiently change out a meter when they discover a problem during their daily meter reading cycles. This has never caused a problem and this procedure did not contribute in any way to the past, 'construction/hydrant' meter problem. These meters will now be logged out to each truck and when installed the Work Order number, location, and date installed will be added to the log. The City is in the process of purchasing extended cab Ford Ranger trucks so that these meters and other tools can be kept securely locked up at all times. Other DPW vehicles will only have a meter of any kind on them if that meter has had a proper Work Order generated and has been logged out of the meter cage by one of the four key holders. It needs to be noted that most new meter installations are done by the utility crews, so they will have meters on their trucks at times.

The Service/Work Order that starts the meter installation process is only generated after some entity has signed up for a meter account at our Customer Service office. The flow path for the documentation of a new meter installation is somewhat convoluted and we use a confusing array of names to describe the various pieces of paper involved. Although we use the term, "Work Order", to describe paper work associated with tracking our work, we actually have no form with that title. We have service orders, installation orders, and some untitled forms that accomplish that function. The procedure for a new meter installation is as follows:

- I. After some interaction/negotiation with a potential new customer, Public Works calculates total fees needing to be paid on an "Application for Water and Sewer Service", form. This one page form is then sent to Customer Service and is held there until the fees are paid.
- II. Once the major connection/impact fees are paid, Customer Service generates an, "Installation Order", which has its own number and is a one page form.
- III. The Installation Order is then sent to Public Works where our Warehouse Supervisor then generates our, "Service Order", with its own number, which is a four page form with each page a different color. Our Service Order form has places where we keep track of man hours, equipment hours, and parts used during the installation. Our Warehouse Supervisor is the only person generating our Service Orders related to new meter installations. In certain situations, a meter may be installed, but is kept locked, until all fees are paid. This is done only when we are directed to do so by Customer Service.

The Warehouse Supervisor then takes our service order form back to our Admin. Spec. III, who then disperses the correct color sheets to our field crews who then do the work. When the work is completed, the, "completed", Service Order is turned back into our Admin. Spec. III, who then encodes the man hours, equipment hours, parts used (including the meter) into our data base, were parts used are taken out of inventory etc. The job tasks of the Warehouse Supervisor and Admin. Spec. III are deliberately kept separate. Multiple people are involved in the process of having a new meter installed, but they are not independently writing duplicate orders for meter installations.

The task of figuring out what a customer needs to pay is somewhat complex because it depends on the size meter, whether a backflow preventer is needed, and construction plans frequently need to be reviewed. At the present time, it would take a lot of training to have the people currently working in Customer Service able to do this and, visa versa; Public Works personnel are not trained in taking payments.

Customer Service also generates work orders/requests/instructions to the meter readers for

simple turn on/off work, this is because we charge for this service. If and when such work turns into a "repair", that requires parts, the meter readers will have a Public Works, "Service Order", generated. These none meter installation service orders can be generated/started by any number of people. Copies of the Customer Service work forms are also kept here at DPW so that our On-Call person can fill them out when he gets an after hours call to turn some meter on/off. In those cases, he fills out a Public Works Service Order so that his man hours and equipment hours can get entered into our data base and also the Customer Service form is filled out and sent up to City Hall so the charge for turn ons and turn offs can be collected by Customer Service.

In summary, it does seem like we could devise one form to cover all these different situations. However, the total number of service/work orders completed by utility personnel each year is about 3,000. Work orders involving new meter installations, meter turn on/offs, and other situations that result in both Customer Service and Public Works generating their own, independently numbered, "duplicate work order", probably only accounts for 300 of our total work orders each year. **Exclusive of meter installations**, having work/service orders generated in multiple places by multiple people gets the problem fixed with the least frustration to our customers. One must also keep in mind that we operate 24 hours/day seven days/week.

Our meter readers and inspectors have been instructed to patrol areas of new construction and report any and all unauthorized water use to the City Police Department. Unauthorized use includes opening a fire hydrant without having the water flow through a hydrant/construction meter or connecting to a meter service line without the meter being turned on. Exceptions to this include water used for the flushing and testing of new lines and this work is scheduled in advance and closely monitored by our inspectors.

Water used for flushing and testing is kept track of via our inspectors daily reports. The water used is estimated from the diameter and length of the line(s) flushed. Such methodology has been accepted by the Water Management District in the past.

The City is current with all its reporting requirements to the Water Management District and the Florida Department of Environmental Protection. Keeping up with our reporting requirements requires periodic review of the conditions of our various permits.

Completion Date: Implementation of the above has already been done as of this writing.

Financial Statement Finding 06-3.

Auditor's Recommendation: Auditors stated that 1999 bond covenants require that City not render free services or establish preferential rates. During the fiscal year ending 9/30/06, the City settled a disputed claim with a developer.

Response: The City Attorney does not agree that the City provided free services or preferential treatment. The City Attorney does not agree that the settlement of a claim amounts to a violation of a bond covenant.

The City billed the customer for the full amount when the meter was reported to the Billing

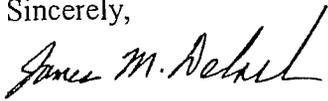
presented to Council on 9/18/06. The customer had a legitimate claim due to the billing delay. Council voted that the customer pay the residential rate because the water used was primarily for irrigation. The rate charged should be the rate in effect for water used for the specified purpose. Irrigation water use is charged the residential rate.

The Finance Director notified the Auditors of Council's actions on 9/19/06. The Auditors were also informed in advance of the possible action by Council and details that the hydrant meters had been set up without the knowledge of the Billing Department. The City was not notified until February 2007 by the Auditors that this was a Bond covenant issue. If the Auditors offered their subsequent opinion before the hearing that it was a bond covenant issue; then Council might have made a different decision. Unfortunately, the Auditors offered this finding much later--well after the event.

Completion Date: N/A.

Mr. Monroe, I hope this letter has addressed the needs and concerns related to the auditor's findings and recommendations and the audit of the City of Brooksville's financial statements for the fiscal year ended September 30, 2006. Should you have any questions or suggestions, please feel free to contact me at (352) 544-5400, ext 110.

Sincerely,



Jim Delach, CPA  
Acting Finance Director

cc: Honorable Mayor and City Council Members  
Stephen J Baumgartner, Interim City Manager  
Mary Beth Gary, CPA, Oliver & Co.

# City of Brooksville



*4/16 agenda*  
(352) 544-5400 (Phone)  
(352) 544-5424 (Fax)  
(352) 544-5420 (TDD)

AGENDA ITEM NO. *B-2*

*4-16-07*

March 14, 2007

Cheyenne Asphalt Inc.  
20752 Culbreath Road  
Brooksville, FL 34602-6121

Re: Commercial Property located at 273 N. Broad Street

Dear Business Owner/Manager:

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 commercial property at 273 N. Broad Street.

The Certificate of Recognition and outdoor sign will be presented to you by a Board Representative at the next regular Council Meeting to be held Monday, April 16, 2007 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please call the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Thursday, April 5, 2007 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 544-5407 x130.

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

Sincerely,

*Lou Kavouras/lam*

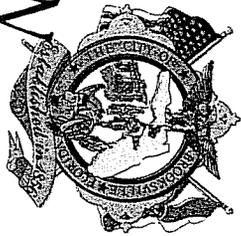
Lou Kavouras, Chairman  
Beautification Board

LK/lam

cc: Steve Baumgartner, Interim City Manager  
Karen M. Phillips, City Clerk/Dir. of Administration  
Lindsay A. Morgan, Beautification Board Secretary

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*

*Cheyenne Asphalt Inc.*

*273 N. Broad Street, Brooksville, Florida 34601*

*Presented this 10th day of April 2007*

*Mayor*

*City Clerk*

**PROCLAMATION**

*WHEREAS, the entire community can effect positive change with any volunteer action no matter how big or small; and,*

*WHEREAS, more than 100 million volunteers working in their communities throughout the nation utilize their time and talent daily to make a real difference in the lives of children and adults; and,*

*WHEREAS, our volunteers provide valuable service to the community on a regular basis; and,*

*WHEREAS, during this month, volunteers across the States will be recognized for their commitments to community service; and,*

*WHEREAS, volunteers are vital to our future as a caring and productive community; and,*

*WHEREAS, the City Council desires to specifically recognize and express its appreciation for all those who have volunteered their services to our community;*

**NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, I, DAVID PUGH, MAYOR, do hereby proclaim the week of April 15<sup>th</sup> through 21<sup>st</sup>, 2007 as**

**“NATIONAL VOLUNTEER WEEK”**

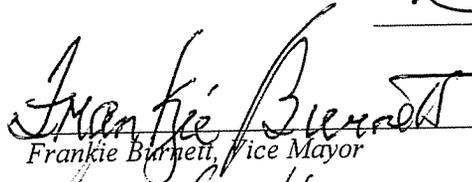
*and urge my fellow citizens to join the effort and “Celebrate Volunteers!” in this community. By volunteering and recognizing those who serve, we can connect with neighbors and strangers and make a difference in our City.*

*IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 16<sup>th</sup> day of April, 2007.*

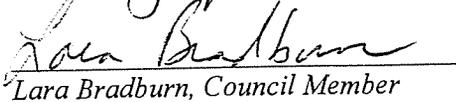
**CITY OF BROOKSVILLE**



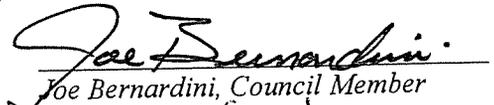
David Pugh, Mayor



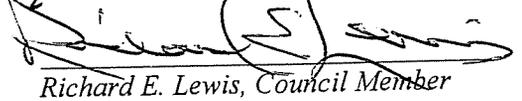
Frankie Burnett, Vice Mayor



Lara Bradburn, Council Member

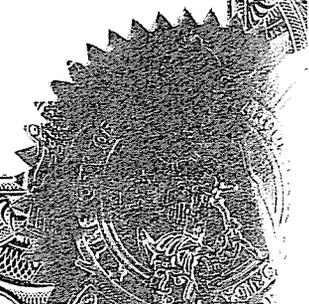


Joe Bernardini, Council Member



Richard E. Lewis, Council Member

ATTEST:   
Karen M. Phillips, City Clerk



# PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,  
 WHEREAS, this holiday, called ARBOR DAY, was first observed with the planting of more than a million trees in Nebraska; and,  
 WHEREAS, ARBOR DAY is now observed throughout the nation and the world; and,  
 WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and,  
 WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and,  
 WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and,  
 WHEREAS, trees, wherever they are planted, are a source of joy; and,  
 WHEREAS, the City of Brooksville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, DAVID PUGH, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE FLORIDA, do hereby proclaim our support for  
**ARBOR DAY**

and urge all citizens to celebrate ARBOR DAY and support efforts to protect our trees and woodlands. Further, we urge all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 16<sup>th</sup> day of April, 2007.

CITY OF BROOKSVILLE



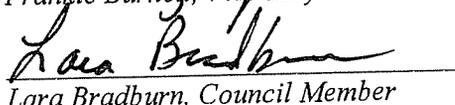
David Pugh, Mayor



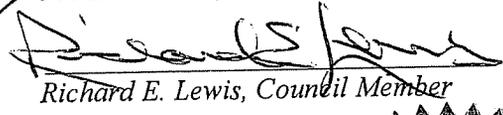
Frankie Burnett, Vice Mayor



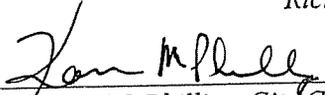
Joe Bernardini, Council Member

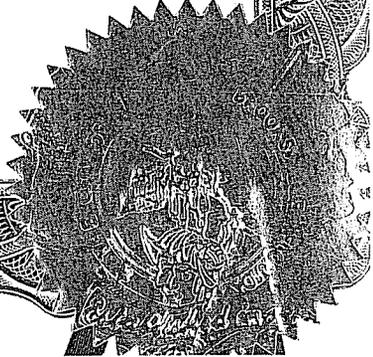


Lara Bradburn, Council Member



Richard E. Lewis, Council Member

ATTEST:   
 Karen M. Phillips, City Clerk



**MEMORANDUM**

**To:** Stephen Baumgartner, Interim City Manager  
**From:** Will Smith, Utilities Superintendent *WS*  
**Date:** April 6<sup>th</sup> 2007  
**Subject:** Sea Gate Land Holdings – Utility Service Agreement

---

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

The Sea Gate site is located adjacent to the Lowe's home improvement site and lies between Wiscon Rd. and Mason Smith Rd.

The owner plans to develop 88 single family units, 216 multifamily units on the southern portion of the property and 3 commercial lots on the northern end of the property.

The owner is agreeing to appoint the City a power of attorney for annexation.

The agreement allows for incremental payment of the connection fee.

The owner will be installing an off-site water line on Mason Smith Rd. and will receive water connection fee credits for this work.

There are no other contributions by the City.

I am recommending the Council approve this agreement subject to the City Attorneys final review and comments.

**Utility Service Agreement  
between the  
City of Brookville  
and  
Sea Gate Land Holdings Inc**

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, between the **CITY OF BROOKSVILLE, FLORIDA**, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and **SEA GATE LAND HOLDINGS, INC**, a Florida limited liability company organized under the laws of the State of Florida, hereinafter referred to as the "DEVELOPER". For and in consideration of Ten Dollars (\$10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the DEVELOPER proposes to develop 88 single family units, 216 multifamily units and 3 commercial lots on real property which is described in "Exhibit A", attached hereto, (herein "PROPERTY"). The real property is not presently within the City of Brookville corporate limits. The conceptual development plan is shown in "Exhibit B" attached hereto, (herein "DEVELOPMENT")

WHEREAS, the DEVELOPER is desirous of building said facility;

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

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

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

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

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

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

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

1. The WHEREAS recitals herein are true and correct.
2. The following attachments and exhibits which are attached hereto and incorporated into the content of the AGREEMENT by reference:

"Exhibit A" Legal Description

"Exhibit B" Site Plan

"Exhibit C" Wastewater Element

"Exhibit D" Water Element

"Exhibit E" Development Schedule

"Exhibit F" Annexation Element

"Exhibit G" Utility Fee Payment Element

"Exhibit I" Easement Provision

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

For the DEVELOPER: Sea Gate Land Holdings, Inc.  
19 North Boulevard of the Presidents, #605  
Sarasota, Florida 34236

For the CITY: City Clerk  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 3460 1

4. The DEVELOPER agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements installed by the DEVELOPER. The DEVELOPER also agrees to grant the CITY a utility easement, using the CITY'S Grant of Easement form, along with the right of ingress and egress within the DEVELOPMENT for those specific water and wastewater improvements that will be dedicated to the CITY that are not within public right-of-ways or easements. The DEVELOPER agrees to furnish the CITY officially recorded copies of all easements or right-of-way use permits obtained for the DEVELOPMENT.
5. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of the AGREEMENT.
6. Neither party shall declare the other in default of any provisions of the AGREEMENT without The CITY and DEVELOPER acknowledge that the AGREEMENT provides terms, which constitute the CITY'S response to the DEVELOPER'S request for utility services from the CITY. The availability of such services is based upon and subject to the terms of the AGREEMENT and applicable regulations and regulatory approval by other governmental agencies if and as required
7. The AGREEMENT may not be changed orally. Amendment hereto shall be in writing and signed by the parties.
8. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of the AGREEMENT or the paragraphs or provisions herein.
9. Neither party shall declare the other in default of any provisions of the AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

10. The terms and provisions of the AGREEMENT shall be a commitment and obligation which shall not only bind the present DEVELOPER of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the DEVELOPER.
11. The AGREEMENT will be in full force and effect for a term of 50 years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided herein.
12. The DEVELOPER shall reimburse the CITY for any costs incurred by the CITY to record the AGREEMENT in the official record books of Hernando County. Connection to the CITY'S Utility System will not be authorized until these recording costs are paid to the CITY.
13. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause including and/or similar to the following which is beyond the reasonable control of the party from who the affected performance was due to an act of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government, individuals or the public.
14. In the event DEVELOPER notifies CITY that services are no longer required by DEVELOPMENT, or the facilities are not operated and maintained by DEVELOPER as required herein service may be discontinued at CITY'S option upon ninety (90) days notice to DEVELOPER.
15. The AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this AGREEMENT will be Hernando County, Florida. The prevailing party in any litigation arising out of this AGREEMENT will be entitled to cost and reasonable attorney fees.
16. The AGREEMENT is predicated on the representation by the DEVELOPER that the specific use of the DEVELOPMENT is substantially as stated herein. The CITY may require an amendment to the AGREEMENT or a separate agreement in the event of a change substantive in scope of the DEVELOPMENT.

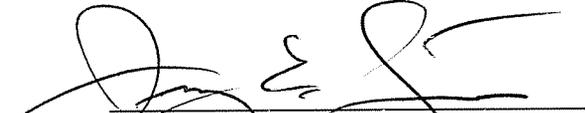
17. The CITY agrees to provide utility service only for the phases of the DEVELOPMENT as described herein. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT, compliance with all applicable regulations, all required permits being issued, with proof of such issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent, and shall become a part hereof. Water and/or sewer improvements may not be placed in service until the applicable permit closeout certifications have been provided to the CITY in the form of an original or certified true copy of such permit documentation, and final inspection and approval by the CITY.
18. If construction of the off-site facilities has not commenced four years after the execution hereof, or if the construction of the off-site facilities has not been completed within five years, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) days of written notice to DEVELOPER
19. This commitment is subject to the prompt payment of CITY'S fees for water and wastewater services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.
20. All improvements installed by the DEVELOPER and dedicated to the CITY herein will remain the property of the DEVELOPER until accepted by the CITY in writing. Said improvements shall be maintained by the DEVELOPER until accepted by the CITY. Final acceptance will be given 365 calendar days following construction and final inspection and approval by the CITY. The CITY will perform a final inspection of the installed improvements, 30 days prior to acceptance and will provide the DEVELOPER a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the CITY prior to final acceptance because of a failure of the improvements installed by the DEVELOPER and the DEVELOPER'S unwillingness or inability to restore service within a four hour period shall be repaid by the DEVELOPER.
21. The DEVELOPER agrees to provide the CITY with one complete copy of the record drawings of all installed improvements, signed and certified by the project engineer, upon completion of the DEVELOPMENT.
22. The DEVELOPER hereby affirms that it has the legal authority to construct the DEVELOPMENT as indicated in the AGREEMENT. The DEVELOPER agrees to protect the CITY from all claims of ownership for rights and privileges granted by the DEVELOPER to the CITY.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 3<sup>RD</sup> day of April, 2007.

FOR THE DEVELOPER  
Sea Gate Land Holdings, Inc.

FOR THE CITY  
City of Brooksville

  
By: Irving E. Gitlin

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

ATTEST:

STATE of Florida  
County of Sarasota

\_\_\_\_\_  
Karen M. Phillips, CMC, City Clerk

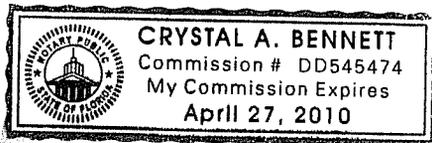
The foregoing instrument was acknowledged  
Before me this 3<sup>RD</sup> day of April, 2007,  
By Irving E. Gitlin, Vice President of Sea Gate  
Land Holdings, Inc., who is personally known  
to:

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



  
Notary Public, State of Florida

\_\_\_\_\_  
David LaCroix, City Attorney



Approved as to technical content and City  
requirements.

\_\_\_\_\_  
Will Smith, Utilities Supt.

**"EXHIBIT A"**  
LEGAL DESCRIPTION

The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 22 South, Range 19 East, LESS Right of Way for existing Public Road.

Parcel ID R32 422 19 0000 0210 000

AND

The Northwest 1/4 of the Northwest 1/4 of Section 33, Township 22 South, Range 19 East, Hernando County, Florida, LESS the following described parcel.

Commencing at the Southeast corner of the Northwest 1/4 of Section 33, Township 22 South, Range 19 East, Hernando County, Florida, and thence go North 00°15'48" East, along 1/4 Section line, a distance of 1360.71 feet; thence go North 89°45'54" West a distance of 402.41 feet to a point on the Westerly Right of Way line of U.S. 41 and the POINT OF BEGINNING; continue thence North 89°45'54" West a distance of 1251.78 feet; thence go North 00°14'06" East a distance of 325.97 feet; thence go South 89°45'54" East a distance of 1416.00 feet; thence go South 26°58'21" West, along said Westerly Right of Way of U.S. 41, a distance of 365.00 feet to the POINT OF BEGINNING.

AND

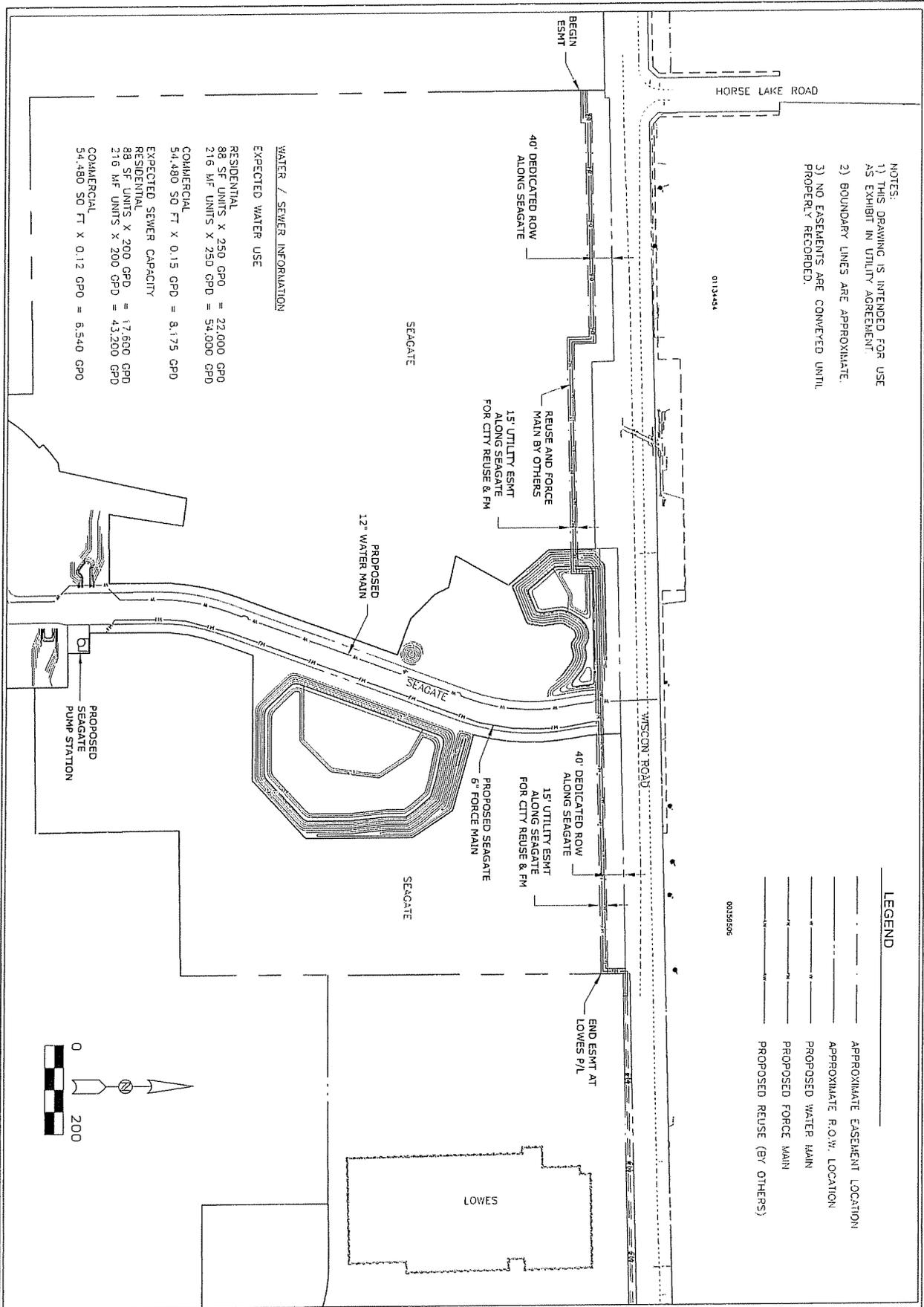
The South 1/2 of the West 1/2 of the Northwest 1/4 of Section 33, Township 22 South, Range 19 East, LESS the East 14 acres thereof and LESS Right of Way for existing Public Road;

AND

LESS the following described property

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 33; run thence South 89°33'07" West, 660.66 feet; thence North 00°13'12" West, 49.00 feet to a POINT OF BEGINNING; continue thence 1312.52 feet; thence North 89°36'27" East 211.58 feet; thence South 00°15'41" East, 1313.60 feet; thence South 89°53'56" West, 212.57 feet to the POINT OF BEGINNING .

Parcel Identification Number: R33 42219 0000 0270 0010



NOTES:  
 1) THIS DRAWING IS INTENDED FOR USE AS EXHIBIT IN UTILITY AGREEMENT.  
 2) BOUNDARY LINES ARE APPROXIMATE.  
 3) NO EASEMENTS ARE CONVEYED UNTIL PROPERLY RECORDED.

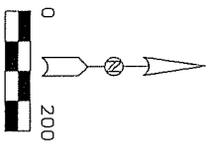
0113444

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LEGEND

- \_\_\_\_\_ APPROXIMATE EASEMENT LOCATION
- \_\_\_\_\_ APPROXIMATE R.O.W. LOCATION
- \_\_\_\_\_ PROPOSED WATER MAIN
- \_\_\_\_\_ PROPOSED FORCE MAIN
- \_\_\_\_\_ PROPOSED REUSE (BY OTHERS)

WATER / SEWER INFORMATION  
 EXPECTED WATER USE  
 RESIDENTIAL  
 88 SF UNITS X 250 GPD = 22,000 GPD  
 216 MF UNITS X 250 GPD = 54,000 GPD  
 COMMERCIAL  
 54,480 SQ FT X 0.15 GPD = 8,175 GPD  
 EXPECTED SEWER CAPACITY  
 RESIDENTIAL  
 88 SF UNITS X 200 GPD = 17,600 GPD  
 216 MF UNITS X 200 GPD = 43,200 GPD  
 COMMERCIAL  
 54,480 SQ FT X 0.12 GPD = 6,540 GPD



DATE	REV. BY	REV. NO.	REVISION

EXHIBIT  
 ZOMAR07  
 0411

REUSE OF DOCUMENT  
 THIS DOCUMENT, COMPRISED OF THE INFORMATION HEREIN AND LOCATIONS, IS AN INSTRUMENT OF PROFESSIONAL SERVICE, IN THE PRESENCE OF LEGAL COUNSELING ASSOCIATE, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF LEGAL COUNSELING ASSOCIATE, INC.

**Coastal** Engineering  
 568 Clearwater Boulevard - Brooksville, Florida 34601  
 (352) 766-8225 - Fax (352) 768-8239  
 CD-0000147

SEAGATE UTILITY EXHIBIT (NORTH)  
 CITY OF BROOKSVILLE



**EXHIBIT "C"**  
**WASTEWATER ELEMENT**

1. The DEVELOPER has requested wastewater service from the CITY. The DEVELOPER agrees to provide centralized wastewater service by the installation of wastewater collection lines, transmission lines, force mains and pumping stations and connection to the DEVELOPMENT's point of connection.
2. The DEVELOPMENT's point of connection for CITY sewer service will be a proposed CITY owned twelve (12) inch force main to be located within an easement within the Property as shown in "Exhibit B". The DEVELOPER agrees to have all of said wastewater facilities designed in accordance with the CITY'S construction standards and sized to accommodate all flows from the DEVELOPMENT as planned.
3. The CITY represents and warrants that, provided the DEVELOPER constructs the wastewater improvements described in paragraph 1 above and when the CITY completes the construction of the proposed twelve (12) inch force main, the CITY will have plant and other wastewater facilities capacity to provide wastewater service to the DEVELOPMENT, as contemplated by this Agreement.
4. In addition, the DEVELOPER shall construct in phases, at its expense, the on-site wastewater collection lines, pump stations and related appurtenance required by the DEVELOPMENT. Said on-site lines shall be constructed to CITY standards subject to plan review and approval by the CITY and the cost of said lines shall not receive connection (impact) fee credits/offsets. The CITY shall accept for ownership of wastewater collection and transmission lines and appurtenances thereto constructed by the DEVELOPER, in accordance with provisions herein. The CITY shall assume all maintenance responsibility for all such off-site and on-site wastewater facilities installed in public rights-of-ways or easements dedicated to the CITY, in accordance with the provisions herein. The point of connection for all wastewater connections to lots or structures shall be the front lot line, unless otherwise agreed to by the CITY.
5. The parties agree that wastewater facilities installed by the DEVELOPER that are not within public rights-of-way or dedicated easements shall remain the property and maintenance responsibility of the DEVELOPER.
6. The CITY represents and warrants that provided the DEVELOPER constructs the wastewater improvements described above, the CITY will have plant and other wastewater facilities capacity to provide wastewater service to the DEVELOPMENT, as contemplated by this Agreement.
7. The DEVELOPER agrees that all wastewater facilities will be designed and constructed in accordance with CITY Code and CITY standards existing at time of permitting.

**"EXHIBIT D"**  
**WATER ELEMENT**

A. DEFINITIONS: For the purpose of this AGREEMENT, unless the context clearly indicates otherwise, the following terms shall have the following meanings.

I. WATER SUPPLY shall mean all off-site potable water lines and attendant facilities used to supply potable water to the DEVELOPMENT.

2. WATER DISTRIBUTION shall mean all on-site potable water lines and attendant facilities that are within the specific physical boundaries or needs of the DEVELOPMENT.

B. WATER SUPPLY

1. The DEVELOPMENT shall be supplied water from the existing capacity of the CITY'S existing wells and water treatment plants.

2. The point of connection for water will be an existing twelve (12) inch water line located in the in the right of way of Broad Street.

3. The DEVELOPER agrees to connect to the existing water line and extend a twelve (12) inch water line the within the right-of-way of Mason Smith Road as shown in Exhibit B. The portion of the twelve inch water line installed within the right-of-way of Mason Smith Road be considered Off-site Water Facility Construction for purposes of eligibility for impact fee credits under the Connection Fee Payment Element, and will become the property of the CITY upon final inspection and acceptance by the CITY as provided for herein.

C. WATER DISTRIBUTION: The DEVELOPER, at its own expense, agrees to install all service lines to lots or units, backflow devices and appurtenances, as applicable, sized to be sufficient to provide water service within the DEVELOPMENT in accordance with plans as shall be approved by the CITY. Said facilities will remain the property of the DEVELOPER.

- D. **METERING:** The DEVELOPMENT shall be supplied potable water by the installation of individual meters and reduced pressure backflow devices near the property line. The DEVELOPER agrees to install the meters larger than two (2) inches in accordance with CITY standards. The CITY will install meters two (2) inches and smaller. The backflow devices will remain the property and maintenance responsibility of the DEVELOPER. Meters installed by the DEVELOPER will become the property of the CITY upon acceptance by the CITY as provided herein.
- E. **MAINTENANCE OF INSTALLED FACILITIES:** The parties agree that water facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the PROPERTY.
- F: **DESIGN AND PERMITTING STANDARDS:** The DEVELOPER agrees that all water system design, permitting and construction shall comply with the rules, requirements, recommendation and specifications of the CITY, the American Water Works Association, the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY

**"EXHIBIT E"**  
**DEVELOPMENT SCHEDULE**

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

**"EXHIBIT F"**  
**ANNEXATION ELEMENT**

The DEVELOPER hereby appoints the CITY or its duly authorized representative as its irrevocable attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation of the DEVELOPMENT into the CITY OF BROOKSVILLE whenever such annexation is in conformance with the laws of the State of Florida. The OWNER on behalf of itself, its heirs, assigns and successors in interest does hereby irrevocably consent to any such annexation. This agreement shall remain in full force from date of execution for a period not to exceed 50 years.

The DEVELOPER agrees to include notice of this provision on the individual property deeds.

**"EXHIBIT G"**  
**UTILITY FEE PAYMENT ELEMENT**

A. Connection Fee Assessment:

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

The water and sewer connection fees are assessed as follows:

Type of Unit	Number of Units	ERUs	Total Per Type
<u>Water Connection Fees</u>			
SF Dwelling Units	88	88	\$ 59,136.00
MF Dwelling Units	216	216	\$ 145,152.00
Commercial Lots	54480 s.f.	22	\$ 14,644.22
		Sub-Total Water -	<u>\$ 218,932.22</u>
<u>Sewer Connection Fees</u>			
SF Dwelling Units	88	88	\$ 152,064.00
MF Dwelling Units	216	216	\$ 373,248.00
Commercial Lots	54480 s.f.	27	\$ 47,070.72
		Sub-Total Sewer -	<u>\$ 572,382.72</u>
		Grand Total Connection Fees -	<u><u>\$ 791,314.94</u></u>

B. Payment of Connection Fees - Incremental Payment:

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

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

B. Connection Fee Credits:

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

number of connection fee credits held by the DEVELOPER provided the DEVELOPER submits a written request for an accounting to the CITY ninety days in advance

6. The amount of connection fee credits will be determined as of the date the CITY approves the amount of the costs of the DEVELOPER'S off-site water facilities. Both parties agree that no connection fees shall be refunded or credits created until the off-site water facilities are completed and connected to the CITY'S system and all regulatory approvals have been obtained, and the CITY has approved the costs of construction.

**“EXHIBIT I”  
EASEMENT PROVISION**

The DEVELOPER agrees to grant the CITY a fifteen (15) foot wide easement running from the east property line to the west property line; across the entire width of the DEVELOPMENT as shown in “Exhibit B”; for perpetual use by the CITY to install pipelines.

The DEVELOPER agrees to grant said easement either on the CITY’s standard grant of easement form or other format that is acceptable by the CITY.

**MEMORANDUM**

AGENDA ITEM NO. E-1(b)  
4-16-07

**To:** Stephen Baumgartner, Interim City Manager  
**From:** Will Smith, Utilities Superintendent   
**Date:** April 6<sup>th</sup> 2007  
**Subject:** Brooksville Regional Medical Plaza – Utility Service Agreement

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

The Brooksville Regional Medical Plaza site is located on Cortez Blvd. (SR50) and adjacent and east of the Brooksville Regional Hospital site.

The owner plans to develop two commercial lots of approximately 20,000 s.f. of medical retail space and 80,000 s.f. of medical offices. This site is within the City's service area.

The City has approved plans and permits to install a 12" water line and an 8 inch sewage force-main and has procured an easement from the hospital that crosses the hospital site from Cortez to Wiscon for this purpose. This easement lies adjacent to the development. This project was funded in this fiscal budget plan.

In this agreement the Developer is agreeing to install that portion of the proposed pipelines the City plans the entire length of his property in exchange for connection fee credit for the development. There are no other contributions required by the City.

The City also has the option in this agreement for the Developer to construct the remaining portion of the 12" water and 8" sewer line for the City as long as the City reimburses him for the additional costs.

The owner is agreeing to appoint the City a power of attorney for annexation.

The agreement allows for incremental payment of the connection fee.

I am recommending the Council approve this agreement subject to the City Attorneys final review and comments and approve the option for the Developer to construct the remaining portion of the 12" and 8" water and sewer line crossing of the hospital site.

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

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 5<sup>th</sup> day of April, 2007, between the CITY OF BROOKSVILLE, FLORIDA, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and BROOKSVILLE REGIONAL MEDICAL PLAZA, L.L.C., a Florida limited liability company organized under the laws of the State of Florida, hereinafter referred to as the "DEVELOPER". For and in consideration of Ten Dollars (\$10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

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

WHEREAS, the DEVELOPER is desirous of building said facility;

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

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

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

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

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

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

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

The WHEREAS recitals herein are true and correct.

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

"Exhibit A" Legal Description

"Exhibit B" Site Plan

"Exhibit C" Wastewater Element

"Exhibit D" Water Element

"Exhibit E" Development Schedule

"Exhibit F" Annexation Element

"Exhibit G" Utility Fee Payment Element

"Exhibit H" Easement Provision

"Exhibit I" Construction of Additional Facilities

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

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

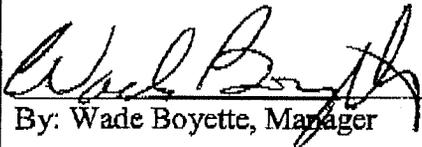
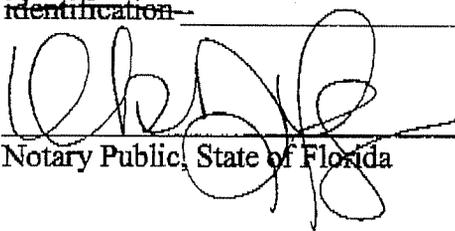
For the CITY:                   City Clerk  
  City of Brooksville  
  201 Howell Avenue  
  Brooksville, Florida 34601

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5<sup>th</sup> day of April, 2007.

<p><b>FOR THE DEVELOPER</b></p> <p>Brooksville Regional Medical Plaza, L.L.C. a Florida limited liability company</p> <p> By: Wade Boyette, Manager</p> <p>STATE of Florida COUNTY of LAKE</p> <p>Execution of the forgoing instrument was acknowledged before me this <u>5<sup>th</sup></u> day of <u>April</u>, 2007, by <u>Wade Boyette</u>, as Manager of Brooksville Regional Medical Plaza, L.L.C., who is <input checked="" type="checkbox"/> personally known to me or <del>who produced the following as identification</del></p> <p> Notary Public, State of Florida</p> <p>Notary Name Printed</p>	<p><b>FOR THE CITY</b></p> <p>City of Brooksville, Florida</p> <p>By:</p> <p>ATTEST:</p> <p><u>Karen M. Phillips, CMC, City Clerk</u></p> <p>Approved as to form and content for the reliance of the City of Brooksville only.</p> <p><u>David LaCroix, City Attorney</u></p> <p>Approved as to technical content and City requirements.</p> <p><u>Will Smith, Utilities Superintendent</u></p>
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"EXHIBIT A"  
LEGAL DESCRIPTION

PARCEL # 1:

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

PARCEL # 2:

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

PARCEL #3:

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



**"EXHIBIT C"**  
**WASTEWATER ELEMENT**

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

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

**"EXHIBIT D"**  
**WATER ELEMENT**

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

6. **MAINTENANCE OF INSTALLED FACILITIES:** The parties agree that water facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the PROPERTY.
  
7. **DESIGN AND PERMITTING STANDARDS:** The DEVELOPER agrees that all water system design, permitting and construction shall comply with the rules, requirements, recommendation and specifications of the CITY, the American Water Works Association, the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY.

**"EXHIBIT E"**  
**DEVELOPMENT SCHEDULE**

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

**"EXHIBIT F"**  
**ANNEXATION ELEMENT**

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

**"EXHIBIT G"**  
**UTILITY FEE PAYMENT ELEMENT**

1. **Connection Fee Assessment:**

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

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

2. **Payment of Connection Fees - Incremental Payment:**

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

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

3. Connection Fee Credits:

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

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

**"EXHIBIT H"**  
**EASEMENT PROVISION**

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

"EXHIBIT F"  
CONSTRUCTION OF ADDITIONAL FACILITIES

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

**CITY OF BROOKSVILLE**  
**MEMORANDUM**

To: Steve Baumgartner, Interim City Manager Date: March 29, 2007

From: Emory H. Pierce, Director of Public Works *Emory H. Pierce*

Re: Sidewalk Surveying Proposals and Inhouse Repairs

To date, the City has received three (3) responses from various surveying companies. The breakdown is as follows:

	Global Surveying of Brooksville, LLC	ArcPoint Surveying & Mapping, LLC	W.D. Greene Land Surveying, Inc.
MLK from Main to US 41	\$9,700	\$11,710	\$24,700
North Ave from 98 to Howell	\$9,700	\$9,720	\$21,250
Ft Dade from 98 to US 41	\$12,900	\$18,780	\$36,350

Do we want to request further direction from Council to perhaps proceed with one survey? Although we did not budget for this work I am sure that the overall Streets budget could absorb a \$10,000 - \$13,000 expense.

City crews have been making progress on repairing short sections of damaged sidewalk. Two sections on Wood Dr., totaling 82 linear feet, have been completed and our costs are as follows:

- Manhours 54
- Equipment hours 37
- Form wood and other materials \$107.24
- Concrete \$627.13

$\$734.37 / 82' = \$8.95/\text{linear foot five feet wide}$

These numbers include removal of the old sidewalk and equate to about \$16/square yard (syd). This has of course used up the \$500.00 budgeted for sidewalk repairs in account # 001-019-541-55312. If we assign reasonable costs of \$20/manhour and \$35/equipment hour we get a per linear foot overall cost of \$37.92 which equates to about \$68/(syd) total cost.

That total cost is significantly higher than what we have seen for bid out work in our new subdivisions. Although that work was for significantly larger quantities and did not include removal I believe we can get bid prices, that include removal and for small quantities, for around \$30/syd. However since our cash/out-of-pocket costs are lower than what we can contract the work for we will continue repairing the short sections previously discussed.

*Steve  
Bill  
PC: head  
Budget / no bid*

The vendor contact information is as follows:

Global Surveying of Brooksville, LLC  
626 W Jefferson Str  
Brooksville, FL 34601  
352- 799- 1661

ArcPoint Surveying and Mapping, LLC  
PO Box 3885  
Spring Hill, FL 34611  
352- 683- 7722

W.D. Greene Land Surveying, Inc.  
600 W Jefferson Str  
Brooksville, FL 34601  
352- 796- 0042

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**CITY OF BROOKSVILLE**  
**MEMORANDUM**

To: Steve Baumgartner, City Manager  
From: Emory H. Pierce, Director of Public Works  
Re: **Sewer Lateral Repairs on Private Property**  
Date: April 2, 2007



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During the course of construction with the current and previous contractors, we have been repairing/replacing sewer laterals on private property when we video them and find them to be broken, cracked, or otherwise, no longer serviceable. One type of material used to construct sewer laterals a long time ago was pipe made of essentially tightly wrapped tar paper commonly called, "Orangeburg Pipe".

In almost all cases when we encounter a sewer lateral made of this material we find it to have failed and we replace it to within 5' of the structure with new PVC pipe and proper clean outs.

At 29 Sunset Drive, we have encountered kind of an odd situation. The owner completely on his own had his lateral replaced by a private plumber and is requesting reimbursement. As you can tell from the attached memo, there was a lot of work/activity going on in the vicinity of this lot by a number of different entities and the circumstances are somewhat confusing.

In any event, we probably would have had our sewer rehab contractor replace this Orangeburg lateral and I recommend that we reimburse the owner his cost of \$1,682.21, because if we had done it with our rehab contractor our costs would have been closer to \$1,986.00.

It appears to me that the simplest way to do this and ensure that we get reimbursed from the grant funds will be to have our contractor, Insituform, pay the homeowner directly and then charge us that same amount via the contract pay items.

It is also true that nobody promised the homeowner that they would be reimbursed or that we caused any of the problems he was having with his sewer lateral.

**CITY OF BROOKSVILLE**  
**MEMORANDUM**

To: Emory H. Pierce, Director of Public Works

From: Laureen Busacca, Construction Project Manager

Re: 29 Sunset Dr. Sewer Lateral Replacement

Date: March 29, 2007

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On March 14, 2007 the City of Brooksville performed a locate at 29 Sunset Dr. which was requested by L.R.E Ground Services. Ernie Lee and Jimmy Otero located the main sewer line behind the house, and according to Ernie, they did not go on private property. On 3/21/07 we received a call that water was bubbling up through the ground at about 10 feet from the clean out on the east side of the house. The owner told our dispatch that we made the hole while marking for a locate. When we arrived, L.R.E. was digging and using equipment in various spots along the southeast of the home. An L.R.E. employee told myself and Ernie that Charlie's Plumbing had been to the home for a clogged lateral and that they said they had poked a hole in the line. The lateral was exposed and we could see 3 holes were poked in the orangeberg. Charlie's plumbing was able to dislodge whatever was causing the problem, so water was no longer coming up while we were there. At this very same time, Insituform was preparing to video the main behind this home and the lining of that main was scheduled for this week (3/26). The owner was not at home, so I called and left a detailed message about the sewer rehab work and that the City intended to video and line his lateral, and that since it appeared to be orangeburg, it might even be replaced. I did not hear from the owner until 3/28 at the Sewer Rehab meeting when the contractor told me that the owner had Charlie's replace his lateral and had given him the attached bill from Charlie's Plumbing.

I have attached copies of the City work orders and the invoice from the owner.

If the homeowner had been able to wait for Insituform to make the repairs, the cost to us would have been as follows:

Video the lateral, 60 ft @ .80/ft	\$ 48
Clean the Lateral, 60 ft @ 1.00/ft	\$ 60
Replace orangeberg lateral, 60 ft @ 31.30/ft	<u>\$1,878</u>
	\$ 1,986

*Charlie's* PLUMBING  
 321 W. JEFFERSON STREET  
 BROOKSVILLE FL 34601

# Invoice

Date	Invoice #
3/23/2007	52315

Bill To:
FRANK/JOAN EMERSON 29 SUNSET DR. BROOKSVILLE FL 34601

P.O. No.	Terms
	NET 10 DAYS

Quantity	Description	Rate	Amount
	NOTE: SNAKE OUR SEWER LINE; CHECK LEAK IN SEWER LINE; REPLACE SEWER LINE AS NEEDED.		
60	FEET 4" PVC PIPE	2.49	149.40T
3	4" PVC COUPLINGS	5.96	17.88T
1	4" 2-WAY CLEAN OUT	28.99	28.99T
1	4" FA W/PLUG	12.34	12.34T
2	4" PVC 45	10.50	21.00T
1	4" PVC X 4" SDR ADAPTER	8.99	8.99T
1	EXCAVATOR RENTAL (CHARGED AT OUR COST)	300.94	300.94T
8.5	HOURS - MECHANIC J.J.	65.00	552.50T
7.5	HOURS - MECHANIC C.R.	65.00	487.50T
	Sales Tax	6.50%	102.67

Past due accounts will be subject to a service charge of 1 1/2% per month. The buyer agrees that in the event of default by non-payment of the overdue account, buyer shall be liable for collection charges, including reasonable attorney fees, and all court costs.

<b>Total</b>	<b>\$1,682.21</b>
--------------	-------------------

Phone #	Fax #
352-754-8400	352-754-8669

**City of Brooksville Public Works  
SERVICE ORDER**

**Thursday, March 29, 2007**

*Initial Date:* 3/21/2007      *Contact Phone:* (352) 584-421

*Requested By:* FRANK EMERSON

*Reported By:* CALL IN

*Location:* 29 SUNSET DRIVE

*Situation:* CUSTOMER SAYS HOLE MADE IN SEWER LINE FROM MARKING LOCATE

**PERSONNEL and EQUIPMENT UTILIZATION**

<i>Date</i>	<i>P/E</i>	<i>ID#</i>	<i>HOURS</i>	<i>Date</i>	<i>P/E</i>	<i>ID#</i>	<i>HOURS</i>
3/21/2007	P	534	1	3/21/2007	E	592	1
3/21/2007	P	722	1				

**COMMENTS**

CUSTOMER PROBLEM, CUSTOMER ADVISED. JIMMY

**COMPLETION REPORT**

*Issued To:* 401-UTY      *Job Code:* 091      *Completion Date:* 3/21/2007

SERVICE CALL CUSTOMER PROBLEM AND CUSTOMER ADVISED      *SO#:* 86399

**City of Brooksville Public Works**  
**SERVICE ORDER**

Thursday, March 29, 2007

*Initial Date:* 3/14/2007      *Contact Phone:* (352) 796-022

*Requested By:* L.R.E. GROUND SERVIC

*Reported By:* CALL IN

*Location:* 29 SUNSET DRIVE

*Situation:* LOCATE; SEE ATTACHED

**PERSONNEL and EQUIPMENT UTILIZATION**

<i>Date</i>	<i>P/E</i>	<i>ID#</i>	<i>HOURS</i>	<i>Date</i>	<i>P/E</i>	<i>ID#</i>	<i>HOURS</i>
3/14/2007	P	534	0.5	3/14/2007	E	592	0.5
3/14/2007	P	722	0.5				

**COMMENTS**

MARKED OUT WATER AND SEWER LINES WITH FLAGS. JIMMY

**COMPLETION REPORT**

*Issued To:* 401-UTY      *Job Code:* 931      *Completion Date:* 3/14/2007

LINE LOCATES- GENERAL

*SO#:* 86329

*SO#:* 86329

Page 1 of 1

# City of Brooksville MEMORANDUM



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

**From:** Richard E. Lewis, Council Member *RSL*

**Subject:** Petition from Department of Public Works employees dated March 6, 2007 concerning appt to personnel Board

**Date:** April 4, 2007

I hereby request this item be added to the April 16, 2007 Council Meeting Agenda for discussion.



f

# CITY OF BROOKSVILLE

TO:

Mayor David Pugh  
 Vice Mayor Frankie Burnett  
 Council Member Joe Bernadini  
 Council Member Lara Bradburn  
 Council Member Richard Lewis

ACTION:

As you requested  
 For your information  
 Appropriate action  
 Review and return  
 Review & route

FROM:

Stephen J. Baumgartner *slw*  
Interim City Manager

DATE: March 07, 2007

SUBJECT: Petition from DPW Employees

Mayor -

Please see the attached petition from our DPW employees, which I received from Karen Phillips, regarding the appointment of Council Member Bernardini's daughter, Kellie Jo Stapleton, to the City's Personnel Board. I have also attached my email conversations with our city attorney regarding same.

This is for your information, to handle as you see fit.

cc: Karen M. Phillips, City Clerk/Director of Administration

Steve  
DAVID - ?

March 6, 2007

Regarding the appointment of Kellie Jo Stapleton to the City of Brooksville Personnel Board:

The following Department of Public Works employees believe that it is inappropriate, a conflict of interest and/or has the appearance of being inappropriate or a conflict to have the daughter of a sitting council member as a member of our Personnel Board. We are uncomfortable with the appointment and would like council to reconsider. We ask that council either remove the above named from the board or the council reconsider the appointment in light of the employees' concern and with Council member Bernardini abstaining from the vote.

Employees:

Paul Pruess  
 Allison Enwood  
 Kately Okunira  
 Mivan Rivera  
 Sid Stok  
 Scott  
 [Signature]  
 [Signature]  
 [Signature]  
 George  
 [Signature]  
 [Signature]  
 [Signature]

[Signature]  
 Johnny Higginbotham  
 Mark  
 Ernest P. Lee  
 [Signature]  
 [Signature]  
 [Signature]  
 T. [Signature]  
 Hank [Signature]

**Steve Baumgartner**

---

**From:** "DAVID LACROIX" <davidlac@earthlink.net>  
**To:** "Steve Baumgartner" <sbaumgartner@ci.brooksville.fl.us>  
**Sent:** Tuesday, March 06, 2007 11:26 AM  
**Subject:** RE: Meeting/Questions

Sorry, just got this after I sent my last one to you and Derrell McAteer. I'll talk with Bill about the meeting before Friday.

There's no prohibition on any Council Member's relatives serving on a City Board.

I'll talk to Reynolds today, then call you.

----- Original Message -----  
**From:** Steve Baumgartner  
**To:** David La Croix  
**Sent:** 3/6/2007 10:19:30 AM  
**Subject:** Meeting/Questions

David

I confirmed the 8:00 a.m. Friday meeting with Jon Jouben. I told him you, Bill Geiger, and Derrill McAteer would be attending.

Quick question: I got a phone call from Tony Marreo that Joe Bernardini's daughter was appointed to the Personnel Board. I said she was voted in by a majority of the Council. I assume we can have family members of City Council on Boards?

Reynolds Allen didn't response back with my question about this Reb Brown hearing being private or public. I'm assuming you are calling him to get the best tips to handle the hearing & whether it is in the Sunshine or not.

Hope you are feeling better.

---

Steve Baumgartner  
Interim City Manager  
City of Brooksville, FL  
352-544-5435 Fax:352-544-5424  
[sbaumgartner@ci.brooksville.fl.us](mailto:sbaumgartner@ci.brooksville.fl.us)  
<http://www.ci.brooksville.fl.us>



## REGULAR CITY COUNCIL MINUTES - JANUARY 8, 2007

City Clerk Phillips indicated additional applications had been received which Council indicated would need to be brought back for future openings.

a) **Beautification Board**

Three vacancies to fill 3-year terms of office through January 31, 2010.

Lou Kavouras	(Current Member-Reapplied)
Louise O. Taylor	(Current Member-Reapplied)
Nicole Sensale	(New Applicant)

**Motion:**

Council Member Bernardini moved for appointment of the three applicants to the Beautification Board; seconded by Council Member Lewis. Motion Carried 5-0.

b) **Parks & Recreation**

One vacancy for an alternate member to fill a 4-year term of office through January 31, 2011.

Sarah L. (Sally) Sperling	(Current Alternate-Reapplied)
Steve R. Jespersen	(New Applicant)
Arlene Mullen	(New Applicant)
Shannon R. Andras-Pettry	(New Applicant)
Jennifer Ward	(New Applicant)

**Motion:**

Council Member Lewis moved for re-appointment of Sperling to the Parks & Recreation Board; seconded by Council Member Bernardini.

Council Member Burnett indicated that in the future new applicants should be considered for appointment. City Clerk Phillips indicated a term limit policy could be brought back to Council if so desired, however, it was pointed out that often there are not enough applicants for vacancies and that may cause additional problems. Motion Carried 5-0.

c) **Personnel Board**

Two citizen vacancies to fill the balance of two 3-year terms of office through January 31, 2008. City residency required.

Shannon R. Andras-Pettry	(New Applicant)
Kellie Jo Stapleton	(New Applicant) (moved up from P&Z at request of applicant)

**Motion:**

Council Member Bernardini moved for appointment of the two applicants to the Personnel Board; seconded by Council Member Bradburn. Motion Carried 5-0.

d) **Planning & Zoning Board**

Three vacancies to fill 4-year terms of office through January 31, 2011, one alternate position to fill the balance of a term of office through January 31, 2009, and an alternate position to fill a 4-year term of office through January 31, 2011. City residency required.

Elmer Donald Korbus	(Current Member-Reapplied)
Louise O. Taylor	(Current Member-Reapplied)



# CITY OF BROOKSVILLE, FLORIDA

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**Karen M. Phillips**  
**City Clerk**  
201 Howell Avenue  
Brooksville, FL 34601

Phone: (352) 544-5407  
Fax: (352) 544-5424  
E-Mail: [jpeters@ci.brooksville.fl.us](mailto:jpeters@ci.brooksville.fl.us)

## PSA/NEWS RELEASE

### **June 15, 2006 - CITY ADVISORY BOARD & COMMISSION VACANCIES**

Brooksville City Council is now accepting applications from individuals interested in volunteering their time to serve on several advisory boards or commissions.

There is one vacant position on the Police Officers' Pension Trust Fund Board of Trustees to fill the balance of a term of office through August 31, 2007. Applicant must be a city resident.

Another vacancy exists on the Firefighters' Pension Trust Fund Board of Trustees to fill the balance of a term of office through October 31, 2007. Applicant must be a city resident.

Additionally, there is a vacancy on the Personnel Board for the balance of a term of office through January 31, 2008. Applicant must be a city resident.

In order to apply for a board position, an appropriate application form must be completed. Resumes alone will not be accepted. An application form may be obtained from the office of the City Clerk or on the City of Brooksville website at [www.ci.brooksville.fl.us](http://www.ci.brooksville.fl.us) and must be completed and returned no later than **Friday, June 30, 2006 by 5:00 p.m.**, to the City Clerk's Office at 201 Howell Ave., Brooksville, Florida 34601-2041. Contact the City Clerk's Office at (352) 544-5407 with any questions.

All applicants for these volunteer positions **must** be registered voters in the State of Florida. Any other specific requirements are noted above.



# CITY OF BROOKSVILLE, FLORIDA

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*Janice L. Peters*  
*Deputy City Clerk*  
*201 Howell Avenue*  
*Brooksville, FL 34601*

*Phone: (352) 544-5407*  
*Fax: (352) 544-5424*  
*E-Mail: [jpeters@ci.brooksville.fl.us](mailto:jpeters@ci.brooksville.fl.us)*

## PSA/NEWS RELEASE

### **September 18, 2006 - CITY ADVISORY BOARD & COMMISSION VACANCIES**

Brooksville City Council is now accepting applications from individuals interested in volunteering their time to serve on several advisory boards or commissions.

There is one vacant Alternate position on the Planning & Zoning to fill the balance of a term of office through January 31, 2009. Applicant must be a city resident.

Another vacancy exists on the Personnel Board, one for the balance of a term of office through January 31, 2008. Applicant must be a city resident.

In order to apply for a board position, an appropriate application form must be completed. Resumes alone will not be accepted. An application form may be obtained from the office of the City Clerk or on the City of Brooksville website at [www.ci.brooksville.fl.us](http://www.ci.brooksville.fl.us) and must be completed and returned no later than **Friday, October 6, 2006 by 5:00 p.m.**, to the City Clerk's Office at 201 Howell Ave., Brooksville, Florida 34601-2041. Contact the City Clerk's Office at (352) 544-5407 with any questions.

All applicants for these volunteer positions **must** be registered voters in the State of Florida. Any other specific requirements are noted above.



# CITY OF BROOKSVILLE, FLORIDA

---



*Janice L. Peters  
Deputy City Clerk  
201 Howell Avenue  
Brooksville, FL 34601*

*Phone: (352) 544-5407  
Fax: (352) 544-5424  
E-Mail: [jpeters@ci.brooksville.fl.us](mailto:jpeters@ci.brooksville.fl.us)*

## PSA/NEWS RELEASE

### **October 26, 2006 - CITY ADVISORY BOARD & COMMISSION VACANCIES**

Brooksville City Council is now accepting applications from individuals interested in volunteering their time to serve on several advisory boards or commissions.

There is one vacant Alternate position on the Planning & Zoning to fill the balance of a term of office through January 31, 2009. Applicant must be a city resident.

Another vacancy exists on the Personnel Board, one for the balance of a term of office through January 31, 2008. Applicant must be a city resident.

In order to apply for a board position, an appropriate application form must be completed. Resumes alone will not be accepted. An application form may be obtained from the office of the City Clerk or on the City of Brooksville website at [www.ci.brooksville.fl.us](http://www.ci.brooksville.fl.us) and must be completed and returned no later than **Friday, November 10, 2006 by 5:00 p.m.**, to the City Clerk's Office at 201 Howell Ave., Brooksville, Florida 34601-2041. Contact the City Clerk's Office at (352) 544-5407 with any questions.

All applicants for these volunteer positions **must** be registered voters in the State of Florida. Any other specific requirements are noted above.



# CITY OF BROOKSVILLE, FLORIDA

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*Janice L. Peters*  
*Deputy City Clerk*  
*201 Howell Avenue*  
*Brooksville, FL 34601*

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*E-Mail: [jpeters@ci.brooksville.fl.us](mailto:jpeters@ci.brooksville.fl.us)*

## PSA/NEWS RELEASE

### October 30, 2006 - *CITY ADVISORY BOARD & COMMISSION VACANCIES*

Brooksville City Council is now accepting applications from individuals interested in volunteering their time to serve on several advisory boards or commissions.

There is one vacant position on the **Personnel Board** to fill the balance of 3-year term of office through January 31, 2008. Applicant must be a city resident.

There is one vacant position on the **Planning & Zoning** to fill the balance of a term of office through January 31, 2009, and another vacancy for an alternate position through January 31, 2011. Applicants must be city residents.

In order to apply for a board position, an appropriate application form must be completed. Resumes alone will not be accepted. An application form may be obtained from the office of the City Clerk or on the City of Brooksville website at [www.ci.brooksville.fl.us](http://www.ci.brooksville.fl.us) and must be completed and returned no later than **Friday, December 8, 2006 by 5:00 p.m.**, to the City Clerk's Office at 201 Howell Ave., Brooksville, Florida 34601-2041. Contact the City Clerk's Office at (352) 544-5407 with any questions.

All applicants for these volunteer positions **must** be registered voters in the State of Florida. Any other specific requirements are noted above.



# CORRESPONDENCE-TO-NOTE

## REGULAR COUNCIL MEETING - April 16, 2007

1. TYPE: Letter  
DATE: February 1, 2007  
RECEIVED FROM: Ms. Mickey Cook, Founder/Chairperson - Committee  
Against Assaults on Law Enforcement Officers  
ADDRESSED TO: (open invitation)  
SUBJECT: Invitation to attend the 5<sup>th</sup> Annual Law Enforcement  
Appreciation Luncheon on May 16, 2007, at 11:00am at the  
Hernando County Sheriff's Office at 18900 Cortez Blvd.,  
Brooksville, FL.
2. TYPE: Letter  
DATE: February 13, 2007  
RECEIVED FROM: Thomas J. Leto, Director/Hernando County Emergency  
Management  
ADDRESSED TO: Stephen J. Baumgartner, Interim City Manager  
SUBJECT: Subgrantee/Subdivision Closeout of FEMA - 1539-DR-FL:  
FIPS#053-08800-00 (Hurricane Charley)
3. TYPE: Email  
DATE: February 16, 2007  
RECEIVED FROM: Christy Cameron  
ADDRESSED TO: Council Members and City Manager.  
SUBJECT: Reminder of the March 27, 2007, event honoring Statewide  
Local Government Elected Officials to be held in  
Tallahassee, FL.
4. TYPE: Email  
DATE: February 22, 2007  
RECEIVED FROM: Hope C. Potter, Special Assistant to the  
Director/Florida Institute of Government.  
ADDRESSED TO: Central Florida authorities  
SUBJECT: Notification that the new Suncoast League of Cities'  
website is now 'live' at [www.suncoastleague.org](http://www.suncoastleague.org).
5. TYPE: Email  
DATE: February 23, 2007  
RECEIVED FROM: Heather Lauro, Hernando County Chamber of Commerce  
ADDRESSED TO: City Clerk Phillips  
SUBJECT: Request to complete on-line survey for 'Best Places To  
Work Program'.
6. TYPE: Letter  
DATE: February 25, 2007  
RECEIVED FROM: E. E. Wever, Jr.  
ADDRESSED TO: Steve Baumgartner, Interim City Manager, Councilman  
Burnett and Councilman Lewis  
SUBJECT: Reporting concerns regarding the City's Banner Code and  
the number of tickets written by the City Police, as  
reported by Mr./Mrs. Baldwin.

7. TYPE: Email  
DATE: March 7, 2007  
RECEIVED FROM: Luke Davis, OPS Senior Clerk, Division of Law Enforcement, Boating & Waterways/FL Fish & Wildlife Conservation Commission.  
ADDRESSED TO: Miscellaneous Florida City Authorities  
SUBJECT: Contacts for anyone interested in a series of workshops regarding Anchoring and Mooring issues in Florida.
8. TYPE: Letter  
DATE: March 8, 2007  
SENT BY: Mayor, Interim City Manager and Interim Finance Director  
ADDRESSED TO: Oliver & Joseph, P.A.  
SUBJECT: Confirmation of data presented to Oliver & Joseph, P.A., regarding recent audit process.
9. TYPE: Email  
DATE: March 8, 2007  
RECEIVED FROM: Hernando County Fair Board  
ADDRESSED TO: Miscellaneous, associated with Fair Board  
SUBJECT: Tres Report for February 2007
10. TYPE: Email  
DATE: March 9, 2007  
RECEIVED FROM: Carla Hayes, Hernando County Chamber of Commerce  
ADDRESSED TO: Vice Mayor Burnett  
SUBJECT: Notification of upcoming Public Speaking Courses.
11. TYPE: Email  
DATE: March 9, 2007  
RECEIVED FROM: Deb Pedone, Hernando Times Advertising  
ADDRESSED TO: Hernando County Fair Board Members  
SUBJECT: Information regarding upcoming Rodeo event at the April Hernando County Fair.
12. TYPE: Letter  
DATE: March 15, 2007  
RECEIVED FROM: Mary Jane Russell, Executive Director/Hernando County Fine Arts Council  
ADDRESSED TO: City Clerk Phillips  
SUBJECT: Notification of 23<sup>rd</sup> Annual Art, Craft & Music Festival to be held at Tom Varn Park on May 5-6, 2007, and request to again utilize the City's tents, tables and radios for the event.
13. TYPE: Email  
DATE: March 21, 2007  
RECEIVED FROM: Tara Alford, Management Analyst/Florida Fish & Wildlife Conservation Commission (Luke Davis' Office)  
ADDRESSED TO: Details of March 28 & 29, 2007, local workshops regarding River Boating Safety.

14. TYPE: Email  
DATE: March 22, 2007  
RECEIVED FROM: Thomas J. Leto, Director/Hernando County Emergency Management  
ADDRESSED TO: Hernando County authorities  
SUBJECT: Update on May, 2007, Statewide Hurricane Exercise Schedule.
15. TYPE: Email  
DATE: March 23, 2007  
RECEIVED FROM: Robert Clifford, AICP, District Modal Planning and Development Manager/Florida Dept. Of Transportation  
SUBJECT: Notification of the new 'Strategic Regional Transit Needs Assessment,' (SRTNA) innovative transit study.
16. TYPE: Letter  
DATE: March 26, 2007  
SENT BY: Director of Public Works  
ADDRESSED TO: (Open letter, distributed to applicable residents)  
SUBJECT: Notification to avoid area near the Liberty Street Water Tower on March 31, 2007, as a mild liquid chlorine water solution will be used to clean the water tower.
17. TYPE: Minutes of 1/24/05 Crystal River, FL Council Meeting  
DATE: March 26, 2007  
RECEIVED FROM: Anonymous  
ADDRESSED TO: (Envelope addressed to Deputy Clerk)  
SUBJECT: Information regarding Susan Boyer, applicant for Brooksville City Manager.
18. TYPE: Email  
DATE: March 26, 2007  
RECEIVED FROM: Wilton Rooks, Editor/Scenic Watch  
ADDRESSED TO: Vice Mayor Burnett  
SUBJECT: Request to voice disapproval with lawmakers of the 'Reid Amendment', which would allow
19. TYPE: Letter  
DATE: March 26, 2007  
RECEIVED FROM: Joy Jackson, Fairgrounds Manager/Hernando County Fair Association  
ADDRESSED TO: HCFA Members  
SUBJECT: Update on April Fair Events and upcoming meetings.
20. TYPE: Letter  
DATE: March 27, 2007  
RECEIVED FROM: Mike McDaniel, Chief, Office of Comprehensive Planning/Department of Community Affairs  
ADDRESSED TO: Mayor Pugh  
SUBJECT: Notification that the City's Ordinance No. 741, adopted on February 12, 2007, regarding a comprehensive plan amendment, is in compliance.

21. TYPE: Memorandum  
DATE: March 28, 2007  
SENT BY: Stephen J. Baumgartner, Interim City Manager  
ADDRESSED TO: Mayor and Council Members (cc: Department Heads)  
SUBJECT: Details of appointment of Fire Chief Tim Mossgrove as the City's new Emergency Management Director and advising that he will be attending the upcoming Ft. Lauderdale, FL Hurricane Conference.
22. TYPE: Email  
DATE: March 29, 2007  
RECEIVED FROM: Esrone McDaniels, III, MPA, Administrator/Florida Small Cities CDBG/Disaster Recovery Unit - Department of Community Affairs  
ADDRESSED TO: Miscellaneous authorities/companies  
SUBJECT: Florida Small Cities CDBG Program - 2007 Action Plan.
23. TYPE: Letter  
DATE: March 29, 2007  
SENT BY: Mayor Pugh  
SUBJECT: Open invitation to attend the 23<sup>rd</sup> Annual Hernando County Art, Craft and Music Festival the weekend of May 5-6, 2007.
24. TYPE: Email  
DATE: March 29, 2007  
RECEIVED FROM: Barb Lobach, Secretary/Community Alliance (via city clerk)  
SUBJECT: Notification of rescheduled 4/12/07 meeting times at the Childrens' Advocacy Center in Kennedy Park:  
8:30 a.m. Homeless Coalition meeting  
9:00 a.m. Community Alliance meeting  
10:00 a.m. Childrens' advocacy meeting
25. TYPE: Letter  
DATE: March 30, 2007  
SENT BY: Emory H. Pierce, Director of Public Works  
ADDRESSED TO: Willie J. Brooks, Bethlehem Baptist Church  
SUBJECT: Request to fence off the property located at 317 Duke Street, Brooksville, FL, for safety reasons.
26. TYPE: Email  
DATE: March 31, 2007  
RECEIVED FROM: LanierDirect Support Team  
ADDRESSED TO: Julie Sherraden, Admin. Assistant  
SUBJECT: Notification that, effective April 1, 2007, Lanier Copy Company will become 'Ricoh Americas Corporation'.
27. TYPE: Email  
DATE: April 2, 2007  
RECEIVED FROM: Jack Sullivan, Withlacoochee Regional Water Supply Authority  
ADDRESSED TO: Central Florida Authorities  
SUBJECT: Cover for Diane Salz' updated Legislative Report.

- 28. TYPE: Email  
 DATE: April 2, 2007  
 RECEIVED FROM: Judy Peacock, Department of Community Affairs  
 ADDRESSED TO: Miscellaneous Florida Authorities  
 SUBJECT: Updated training events, regarding HUD and FHA.
  
- 29. TYPE: Email  
 DATE: April 2, 2007  
 RECEIVED FROM: JoAnne M. Kendall  
 ADDRESSED TO: City Hall  
 SUBJECT: Personal reference for Ms. Susan Boyer, applicant for Brooksville City Manager position.
  
- 30. TYPE: Email  
 DATE: April 3, 2007  
 RECEIVED FROM: Joy Jackson, Hernando County Fairgrounds Manager  
 ADDRESSED TO: Fair Association Board members  
 SUBJECT: Reminder of April 12, 2007, board meeting in the Cortez Community Bank Room at the Fairgrounds.

Monthly Reports (March 2007-including advisory board attendance, will be included in 5/7/07 Packet)

Miscellaneous Minutes

Parks & Recreation Board	August 17, 2006
	November 2, 2006
Firefighters' Pension Trust Fund Board	December 6, 2006
Cemetery Board	December 13, 2006
Hernando County Community Alliance Meeting	December 14, 2006
Mid Florida Community Services, Inc. Childrens' Advocacy Center of Hernando County	December 14, 2006
Planning and Zoning Commission	January 10, 2007

Bulletins/Newsletters/Miscellaneous Publications & Reports

CitizenCare Newsletter	February 16,	2007
WellFlorida Council Newsletter	Spring	2007
'Atlanta Region HUD Lines' Newsletter	Spring	2007
Florida League of Cities' 'Datagram'	March 15,	2007
	March 30,	2007
Sen. Paula Dockery's 'This Week In The Senate'	March 19-23,	2007
	March 26-30,	2007
Health & Human Services Newsletter	April	2007
Hernando County Chamber of Commerce' 'The Business Edge'	April	2007
Jericho Road Ministries, Inc.'s 'From The Road'	April 1,	2007
Withlacoochee River Electric Cooperative, Inc.'s Official Notice of Proposed Changes to Bylaws.	April 2,	2007

Miscellaneous

Property Tax Information ~	March 23,	2007
	March 26,	2007
	March 27,	2007
	March 28,	2007
	March 29,	2007
	April 2,	2007

Miscellaneous input ~ (Regarding proposed property-lien Ordinance for unpaid parking tickets)		
TheNewspaper.com	March 22,	2007
Christopher Knight	March 23,	2007
George Warm	March 23,	2007
<u>Positron#@comcast.net</u>	March 24,	2007
<u>NTHockey@aol.com</u>	March 24,	2007
Nicolas Gomez	March 24,	2007
Tony & <u>dej@layawayhomes.com</u>	March 24,	2007
'Yannone'	March 26,	2007
Aki (email)	March 26,	2007
Graham Keye	March 26,	2007
Jon Long	March 26,	2007
G. H. Hamilton	March 26,	2007
L. Bradburn	March 27,	2007
Shari Peterson	March 27,	2007
Marvin Rindle	March 27,	2007
Steve Williams	March 27,	2007

Peter McCarry	March 27,	2007
Gloria Lynn	March 27,	2007
<u>Xenon812@netscape.net</u>	March 27,	2007
Pat Walker	March 27,	2007
<u>raephillips1@comcast.net</u>	March 28,	2007
Mark Stevens	March 30,	2007
M & J Spangler	April 01,	2007
Jamie Stewart	April 01,	2007
Allen Bowman	April 02,	2007
John _____ (?)	April 02,	2007

**Hernando County Chamber of Commerce ~**

April 2007, Calendar of Events	March 29,	2007
Events for week of April 2-6, 2007	March 30,	2007

**Public Notice ~**

March 30, 2007, newspaper notice notifying public that the City's Community Redevelopment Agency (CRA) Report is available.	March 30,	2007
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**Public Service Announcement ~**

City Garbage Collection Changes Due to the Good Friday Holiday 4/6/07.	March 30,	2007
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**Hernando County Groundwater Guardian Team ~**  
Invitation to May 10, 2007, workshop.

April 3,	2007
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**NOTE: Copies of all correspondence on file in office of the City Clerk**

G:\WP\_WORK\ClerkOffice\Correspondence-to-Note\04-16-07 CTN.wpd

Founded March 1981 at Miami, Dade County, Florida  
Hernando County Chapter Organized 1999

**HONORARY MEMBER**  
Richard B. Nugent, Sheriff

**HONORARY MEMBER**  
Ret. Sheriff Thomas A. Mylander

**COMMITTEE AGAINST ASSAULTS  
ON  
LAW ENFORCEMENT OFFICERS**

February 1, 2007

Hernando County has declared the month of May as Law Enforcement Month. On May 16, 2007 the "Committee Against Assaults on Law Officers" is sponsoring our 5<sup>th</sup> Annual Law Enforcement Appreciation luncheon. It will be held from 11:00 a.m. until 2:00 p.m. at the Hernando County Sheriff's Office located at 18900 Cortez Blvd. Brooksville, Fl.

We request the honor of your presence at this luncheon. Our sheriff, Richard B. Nugent has implemented and supported events and programs for all ages in our county, as well as being vigilant in fighting crime, especially drugs and child abuse. He is supported by our Brooksville Police Department, F.D.L.E., F.H.P. and local Crime watch groups. He manages all of this as well as maintaining a very efficient and friendly office environment.

We are seeking to go state wide and throughout the U.S.A. to bring awareness of the many dangers our law enforcement officers face on a daily basis. Our program originated in Miami Dade County in March 1981 and reached as far away as Ontario, Canada. Most chapters disbanded after a few years but in Hernando County it is continuing to grow and now we want to attract other counties and states to build their own organizations.

We would be very honored to have you attend our luncheon and to honor the many hero's who serve and protect our community.

Sincerely,  
*Mickey Cook*  
Ms. Mickey Cook  
Founder/Chairperson

2007 Executive Board: Rev. Richard Drankwalter-Chaplain, Mickey Cook-Chair, Frankie Burnette-1<sup>st</sup> Vice Chair  
Paul Freeman-2<sup>nd</sup> Vice Chair, Robert Wischmeyer-Case Analyst, Merrille Mason-Secretary, Christopher Kingsley Co. Comm.  
Mary Wisniewski, Jason Yungmann, Jean Mason, Helen Brayshaw, Clayton Geer, Daniel Boyer, Paul Brayshaw

**Agency Liaisons:**

Sgt. James Powers H.C.S.O., Lt Cinda Moore H.C.S.O., Detective John Messer Brooksville P.D., Lt Frank Troffo F.H.P.  
Special Agent Rick Singer F.D.L.E.

3/29/07  
pl: Council  
SB/KP  
DEPT. HEADS  
ALL EMPLOYEES

ETN 4/16/07

# Board of County Commissioners

Hernando County

Emergency Management



18900 Cortez Boulevard  
Brooksville, Florida 34601  
(352) 754-4083  
FAX: (352) 754-4090

February 13, 2007

Stephen J. Baumgartner  
Interim City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

Re: Brooksville, City of  
FEMA – 1539-DR-FL: FIPS# 053-08800-00  
Subgrantee/Subdivision Closeout

Dear Mr. Baumgartner:

Attached is the Federal Emergency Management Agency's (FEMA's) summarization of the final closeout action on your project application. This file is now considered officially closed.

Should you wish to appeal FEMA's determination on the closeout, please do so within sixty (60) days of this notice. The appeal must be submitted in writing to the Regional Director of FEMA through the Florida Division of Emergency Management.

Please be advised that all documentation relating to the agreement must be maintained and available for inspection at a central location, in their original format for a period of five years from the date of final payment.

If you have any questions or should require further information, please feel free to contact Rodger Woodin, Deputy PAO, at (407) 858-2828 or by e-mail at [Roger.Woodin@dca.state.fl.us](mailto:Roger.Woodin@dca.state.fl.us)

Sincerely,

Thomas J. Leto,  
Director

*Handwritten notes:*  
Hernando County  
Charley  
fill  
3/28/07  
CMA 4/16/07  
03-27-07 P12:19 IN

**Karen Phillips**

---

**From:** "christy carter cameron" <christy@governanceinc.com>  
**To:** "David Pugh" <dpugh@ci.brooksville.fl.us>; "Frankie Burnett" <fburnett@ci.brooksville.fl.us>; "Joe Bernardini" <jbernardini@ci.brooksville.fl.us>; "Lara Bradburn" <lbradburn@ci.brooksville.fl.us>; "Richard Lewis" <rlewis@ci.brooksville.fl.us>; "Stephen J. Baumgartner, Acting City Manager" <sbaumgartner@ci.brooksville.fl.us>  
**Sent:** Friday, February 16, 2007 4:29 PM  
**Attach:** SAVE THE DATE.doc  
**Subject:** SAVE THE DATE!

SAVE THE DATE!

Please join Scott Maddox  
for his 7th Annual Event  
Honoring  
Statewide Local Government  
Elected Officials

March 27, 2007  
6:30pm  
Tallahassee, FL

Christy Cameron  
(850) 222-6050

*Lead*  
*don't*  
*8*  
*ca 4/16/07*  
*S*  
2/16/2007

**Karen Phillips**

**From:** "Potter, Hope" <hpotter@cas.usf.edu>  
**To:** "Bellair/Town Manager" <tmanager@tampabay.rr.com>; "Belleair Beach/Nancy McCollum" <nmccollum@cityofbelleairbeach.com>; "Belleair Bluffs/Chris Arbutine, Mayor" <chris@silverqueen.com>; "Belleair Bluffs/Debra Sullivan, City Clerk" <dsullivan@belleairbluffs-fl.gov>; "Brooksville/David Pugh, Vice Mayor" <dpugh@ci.brooksville.fl.us>; "Brooksville/Frankie Burnett" <fburnett@ci.brooksville.fl.us>; "City of Belleair Shore/Mayor John Robertson" <jroberts@tampabay.rr.com>; "Clearwater/Bill Jonson, Councilmember" <bill.jonson@myclearwater.com>; "Clearwater/Diane Manni" <diane.manni@myclearwater.com>; "Clearwater/JB Johnson, Councilmember (alt)" <jb.johnson@myclearwater.com>; "Dade City/Camille Hernandez, Commissioner (alt)" <chernandez@dadecityfl.com>; "Dade City/Chris Chandler" <cchandler@dadecityfl.com>; "Dade City/Eunice Penix, Commissioner" <epenix@dadecityfl.com>; "Dunedin/Bob Hackworth, Mayor" <bhackworth@dunedinfl.net>; "Dunedin/Deborah Kynes" <dkynes@dunedinfl.net>; "Dunedin/Jeri Guegan, City Clerk" <jgueg>  
**Cc:** "Harrell, Virginia" <harrell@cas.usf.edu>; "James, Cindy" <csjames@cas.usf.edu>; "Patterson, Teralynn" <tpatters@cas.usf.edu>; "Georgeann Bates" <georgeannb@hotmail.com>  
**Sent:** Thursday, February 22, 2007 4:53 PM  
**Subject:** Suncoast League of Cities Website

THE NEW SUNCOAST LEAGUE OF CITIES' WEBSITE IS NOW **LIVE** AT:

[www.suncoastleague.org](http://www.suncoastleague.org)

Try it out and give us your feedback. Changes are being made to the website on a daily basis.

Hope

Hope C. Potter

Special Assistant to the Director

The John Scott Dailey

Florida Institute of Government

College of Arts and Sciences

University of South Florida

4202 East Fowler Avenue, CHE 205

Tampa, FL 33620-5250

(813) 974-1317

(813) 974-2819 FAX

[hpotter@cas.usf.edu](mailto:hpotter@cas.usf.edu)

[www.cas.usf.edu/iog](http://www.cas.usf.edu/iog)

*pc...  
lead...*

*ST  
CW 4/16/07*

**Karen Phillips**

---

**From:** "Hernando County Chamber" <heather@hernandochamber.com>  
**To:** "Karen" <kphillips@ci.brooksville.fl.us>  
**Sent:** Friday, February 23, 2007 5:35 PM  
**Subject:** Best Places to Work

Are you looking for a way to promote your business, retain employees and find the best future employees?

Would you like to know what other companies of your size in Hernando & Pasco Counties are offering for benefits and opportunities?

The opportunity to receive this information is just a few keystrokes away!

Please enter the Best Places to Work Program by completing an on-line survey. All information will be kept confidential. Those completing the survey will receive, free of charge, an in-depth comparative analysis of what makes our local businesses the Best Place to Work.

Visit [www.career-central.org](http://www.career-central.org) and follow the Best Places to Work link.

Don't delay as time is running out, surveys must be completed by 2/28/07.

All participants will receive the analysis and will be invited to the celebratory breakfast where the winners will be recognized. All winners will receive Best Place to Work banner for display at their location.

These programs are an important part of our growing economy. Take the time to be recognized!

If you have any questions, please call me Valerie Pianta with the Hernando County Office of Business Development at 352-540-6400.

PC: Lead  
Dept. needs (PR)

CTN 4/16/07 R

2/26/2007

2-28-07 PR

F-ccc

STEVE BAUGARTNER  
ACTING CITY MANAGER ✓

FRANKIE BURNETT  
COUNCILMAN

RICHARD LEWIS  
COUNCILMAN

WEDNESDAY ( 2-21-07 ) ON CITY HALL SECOND FLOOR, I SAW MR. & MRS. BALDWIN.

MRS BALDWIN WAS LOOKING FOR STEVE TO GET INFORMATION ON THE CITY BANNER CODE. SHE STATED THAT A MAN HAD CALLED HER AND ASKED HER TO GET THE INFO AS HE COULD NOT COME INTO THE CITY. I TOLD HER SHE COULD GET THE INFO FROM BILL GEIGER SINCE STEVE WAS NOT IN. I ALSO TOLD HER THE MAN COULD HAVE CALLED THE CITY HIMSELF TO GET THE INFO. (NOTE: SOUNDS TO ME THAT HER CALLER DID NOT WANT TO CALL BECAUSE HIS VOICE WOULD HAVE BEEN RECOGNIZED)

MR. BALDWIN SHOWED ME A SCHEDULE SHOWING TICKETS WRITTEN BY THE CITY POLICE, THE SHERIFF AND F.H.P. HE COMPLAINED THAT THE CITY POLICE WERE NOT DOING THEIR JOB BECAUSE OF THE SMALL NUMBER OF TICKETS WRITTEN. WHOEVER FURNISHED HIM THE INFO FAILED TO GIVE THE ADDITIONAL INFO THAT SHOULD HAVE BEEN WITH THE SCHEDULE THAT MR. BALDWIN HAD. NAMEIY: NUMBER OF OFFICERS IN EACH GROUP AND THE TOTAL MILES OF STREETS, ROADS AND HIGHWAYS COVERED BY EACH. ALSO THE FACT THAT BOTH SHERIFF AND F.H.P. WRITE TICKETS IN THE CITY. (LOOKS TO ME THAT SOMEONE GAVE HIM BAD INFO IN AN ATTEMPT TO AGAIN DISCREDIT THE CITY POLICE DEPARTMENT.

*E. E. Wever, Jr.*  
E. E. WEVER, JR.  
2-25-07

*Lead  
Frank/Lead*

*B*

03-27-07 P12:19 IN

3/29/07 DA

CR 4/16/07

**Karen Phillips**

**From:** "Davis, Luke" <Luke.Davis@MyFWC.com>  
**To:** "Bay County BCC" <mnelson@co.bay.fl.us>; "Bay County BCC" <ggainer@co.bay.fl.us>; "Bay County BCC" <wdozier@co.bay.fl.us>; "Bay County BCC" <jgirvin@co.bay.fl.us>; "Bay County BCC" <mthomas@co.bay.fl.us>; "City of Bonita Springs" <MayorandCityCouncil@cityofbonitasprings.org>; "City of Brooksville" <dpugh@ci.brooksville.fl.us>; "City of Brooksville" <fburnett@ci.brooksville.fl.us>; "City of Brooksville" <lbradburn@ci.brooksville.fl.us>; "City of Brooksville" <rlewis@ci.brooksville.fl.us>; "City of Brooksville" <jbernardini@ci.brooksville.fl.us>; "City of Cape Coral" <council@capecoral.net>; "City of Carrabelle" <citycbel@gtcom.net>; "City of Destin" <dbazylak@cityofdestin.com>; "City of Gulf Breeze" <mayor@ci.gulf-breeze.fl.us>; "City of Gulf Breeze" <bzimmern@ci.gulf-breeze.fl.us>; "City of Gulf Breeze" <choffman@ci.gulf-breeze.fl.us>; "City of Gulf Breeze" <cford@ci.gulf-breeze.fl.us>; "City of Gulf Breeze" <jschluter@ci.gulf-breeze.fl.us>; "City of Mary Esther" <dpclk@cityofmaryesther.com>; <City of Milto>  
**Cc:** "Alford, Tara" <tara.alford@MyFWC.com>; "Keyser, Carol" <carol.keyser@MyFWC.com>; "Ouellette, Paul" <paul.ouellette@MyFWC.com>; "Gurr, Shelly" <shelly.gurr@MyFWC.com>  
**Sent:** Wednesday, March 07, 2007 3:45 PM  
**Attach:** Notice of anchoring-mooring workshops (2).doc  
**Subject:** Notice of Anchoring and Mooring Workshops

Good Afternoon:

The Boating and Waterways Section will hold a series of workshops regarding Anchoring and Mooring issues in Florida. The workshops are intended to be listening sessions for us to hear from boaters so that we can work together to define the issues more fully, to identify potential solutions, and develop recommendations or suggestions on this issue.

We have attached a listing which contains the dates, times, and location of each workshop with the hopes that you or your representative can make one of the meetings.

If you have any questions, please contact Ms. Tara Alford @ [tara.alford@myfwc.com](mailto:tara.alford@myfwc.com) or 850-410-0656, ext. 17169 or me at [luke.davis@myfwc.com](mailto:luke.davis@myfwc.com) or 850-410-0656, ext. 17147.

Thank you,

*Luke Davis*

OPS Senior Clerk  
 Division of Law Enforcement  
 Boating and Waterways  
 FL Fish and Wildlife Conservation Commission  
 620 S Meridian St.  
 Tallahassee, FL 32399  
 (850) 488-5600  
[luke.davis@myfwc.com](mailto:luke.davis@myfwc.com)

*pc Read  
 3/14/07*

*4/14  
 ca 3/14/07*

*PR  
 J*

3/7/2007

# City of Brooksville



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

March 8, 2007

Oliver & Joseph, P.A.  
Brooksville, Florida 34601

We are providing this letter in connection with your audit of the basic financial statements of the City of Brooksville as of September 30, 2006 and for the year then ended for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects the financial position of the City of Brooksville, results of operations, and cash flows of its proprietary funds in conformity with generally accepted accounting principles. We confirm that we are responsible for the fair presentation in the basic financial statements of the City of Brooksville's financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. We further confirm to you that we are responsible for adopting sound accounting policies in conformance with generally accepted accounting practices and establishing and maintaining adequate internal controls for the prevention and detection of fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of March 8, 2007, the following representations made to you during your audit:

1. The financial statements referred to above are fairly presented in conformity with generally accepted accounting principles.
2. We have made available to you all:
  - a. Financial records and related data.
  - b. Minutes of the meetings of the elected body or summaries of actions of recent meetings for which minutes have not yet been prepared. The minutes for the following meetings have not been provided to you: December 4, 2006, December 12, 2006, December 18, 2006, January 8, 2007, January 11, 2007, January 22, 2007, February 12, 2007 and February 26, 2007. No items were discussed that would have a material impact on the audited financial statements.
3. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.

3/28/07

orig - SB  
pe - 'read'

CTN 4/16/07

**Julie Sherraden**

JOE B

**From:** "Hernando County Fairgrounds" <info@hernandocountyfair.com>  
**To:** " Board of County Commisioners" <dcox@co.hernando.fl.us.>; "Brooksville City Council" <jsherraden@ci.brooksville.fl.us.>; "Cathy DeHoff" <cdehoff@pasco.k12.fl.us.>; "Craif Fulmer " <cfulmer@cutlerdb.com.>; "Dana Hurst" <haroldsautocente@bellsouth.net.>; "Dave Russell " <drussell@co.hernando.fl.us.>; "Deb Pedone" <DPedone@sptimes.com.>; "Deidre Fletcher" <htlbrooks@aol.com.>; "Don Page " <dpage@cortezcommunitybank.com.>; "Jan Knowles " <janknowles@earthlink.net.>; "Joe Bernardini " <joeb433@bellsouth.net.>; "John Mitten " <01657@chick-fil-a.com.>; "Joy Jackson" <flcrackerjack@hotmail.com.>; "Judy Mamo" <jmamo@cortezcommunitybank.com.>; "Nancy Moores " <nancym@co.hernando.fl.us.>; "Richard Nugent " <rnugent@hernandosheriff.org.>; "Sandi Nicholson " <snicholson@nicholson-engineering.com.>; "Tammy Fincher " <starf5fin@wmconnect.com.>; "Tim Hill " <spfdtim7@aol.com.>; "Tommy Clark" <BRYANT.CLARK@PGNMAIL.COM.>  
**Sent:** Thursday, March 08, 2007 2:18 PM  
**Subject:** Tres Report Feb 2007

	<u>Feb 07</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Fair Income	12,972.00
Rental	<u>3,860.00</u>
<b>Total Income</b>	16,832.00
<b>Expense</b>	
Insurance Health	300.16
Advertising General	168.00
Bank Charges	500.00 charge from old credit card co. Don checking
Building and Grounds	909.46
Dues-Membership	0.00
Insurance	-300.00
Office Supplies	223.45
Payrolls	3,800.00
Professional Expense	421.60
Tools & Equipment Repairs	129.94
Tools & Equip purchase	281.70
Utilites	458.40
Vehicle Expenses	<u>129.17</u>
<b>Total Expense</b>	<u>7,021.88</u>
<b>Net Ordinary Income</b>	<u>9,810.12</u>
<b>Net Income</b>	<u><u>9,810.12</u></u>
Ending Check Register Balance	103,802.16

pe: wad  
 eth 4/16/07

8

3/9/2007

**Karen Phillips**

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**From:** "Hernando County Chamber" <heather@hernandochamber.com>  
**To:** "Frankie" <fburnett@ci.brooksville.fl.us>  
**Sent:** Friday, March 09, 2007 11:22 AM  
**Attach:** Public Speaking 07.pdf  
**Subject:** Public Speaking Course Now Offered!

**MARK YOUR CALENDARS**

**Your Greater Hernando County Chamber of Commerce,**

**through the Business Assistance Committee**

**is once again offering a Public Speaking Course**

**conducted by Vince Vanni.**

**If interested, please fill out the attached flyer**

**and fax to the Chamber at (352) 796-3704.**

**Seating is limited**

*Carla Hayes*

*Program and Event Coordinator*

*Greater Hernando County Chamber of Commerce*

*101 East Fort Dade Avenue*

*Brooksville, FL 34601*

*(352) 796-0697, ext. 15*

*(352) 796-3704 (Fax)*

*email: carla@hernandochamber.com*

*Read  
3/14/07 J*

*CV 2/14/07  
3/9/2007*

**Julie Sherraden**

**From:** "Hernando County Fairgrounds" <info@hernandocountyfair.com>  
**To:** " Board of County Commissioners" <dcox@co.hernando.fl.us.>; "Brooksville City Council" <jsherraden@ci.brooksville.fl.us.>; "Cathy DeHoff" <cdehoff@pasco.k12.fl.us.>; "Craif Fulmer" <cfulmer@cutlerdb.com.>; "Dana Hurst" <haroldsautocente@bellsouth.net.>; "Dave Russell" <drussell@co.hernando.fl.us.>; "Deb Pedone" <DPedone@sptimes.com.>; "Deidre Fletcher" <htlbrooks@aol.com.>; "Don Page" <dpage@cortezcommunitybank.com.>; "Jan Knowles" <janknowles@earthlink.net.>; "Joe Bernardini" <joeb433@bellsouth.net.>; "John Mitten" <01657@chick-fil-a.com.>; "Joy Jackson" <flcrackerjack@hotmail.com.>; "Judy Mamo" <jmamo@cortezcommunitybank.com.>; "Nancy Moores" <nancym@co.hernando.fl.us.>; "Richard Nugent" <rnugent@hernandosheriff.org.>; "Sandi Nicholson" <snicholson@nicholson-engineering.com.>; "Tammy Fincher" <starf5fin@wmconnect.com.>; "Tim Hill" <spfdtim7@aol.com.>; "Tommy Clark" <BRYANT.CLARK@PGNMAIL.COM.>; "Pam and Brian Chytka" <pbchytka@earthlink.net.>; "Anthony Kovic" <info@k2mall.com.>; "Bob Kilgore" <rak1@tampabay.rr.com.>; "Chris Kruff" <sleepwld@cs.com.>; "Chuck & TC Schmidt" <tcs969@bellsouth.net.>; "Daina Simons" <dsimons64@peoplepc.com.>; "Dennis DeHoff" <cddehoff@earthlink.net.>; "Donna Brown" <chevy\_dj@yahoo.com.>; "Jason Martinez" <jjasonodd@hotmail.com.>; "Jeff Johnston" <jmj114@bellsouth.net.>; "John Edmonds" <gocoppermill@yahoo.com.>; "Kathleen Keefe" <kkeefe4@tampabay.rr.com.>; "Lori Bainum" <lbainum@sptimes.com.>; "Marcinda Kester" <Marcinda.Kester@fl.usda.gov.>; "Nancy Hurst" <nannynanc@bellsouth.net.>; "Patrick Jones" <sandpat45@yahoo.com.>; "Sherry Whitford" <flip9104@bellsouth.net.>; "Stephanie" <info@aimdirectmedia.com.>; "Susan Grubbs" <dsbrgrubbs@bellsouth.net.>  
**Sent:** Friday, March 09, 2007 8:05 AM  
**Subject:** RODEO INFO

\$2000 added to each event! Don't miss call in!

Barrel Racing, Bull Riding, Team Roping, Calf Roping, Saddle Bronc,  
Bareback and Steer Wrestling

5th Annual AutoWay I.P.R. A. Championship Rodeo at the Hernando County  
Fairgrounds in Brooksville Florida

Perfs: Friday, April 20, Sat. April 21 and Sunday April 22.

Non cardholders are welcome to enter. There is a permit charge. You must  
call in on designated call in day.

Call in: 1-800-639-9002 on Wednesday April 11, 2007. 8am-5pm Central  
Standard Time

More info call Joy at the Fairgrounds 352-796-4552 or Deb @ 352-279-2038

Join the IPRA. Go to [www.iprarodeo.com](http://www.iprarodeo.com)

Deb Pedone  
Hernando Times Advertising  
St. Petersburg Times  
Florida's Largest Newspaper  
352.754.6129  
fax 352.848.1450

*DE: read 3/12/07*

*eh 3/12/07*

3/9/2007

The  
**Hernando County**  
*Fine Arts Council*

March 15, 2007

Karen Phillips  
City Clerk  
City of Brooksville  
201 Howell Ave.  
Brooksville, FL 34601

RE: 23rd Annual Art, Craft & Music Festival

Dear Karen,

The Hernando County Fine Arts Council, is organizing the 23rd Annual Hernando County Art, Craft, and Music Festival to be held on May 5th and 6th, 2007 at Tom Varn Park. As in previous years, we expect art and craft dealers from all over the county to attend as well as an anticipated attendance of 10,000 to 15,000 patrons.

We want to thank you and the City of Brooksville for your support of the Festival and all the help you so generously give to make this event a success.

It would be greatly appreciated if the City would again let the Hernando County Fine Arts Council use your tents to provide cover at the Festival.

*Tables and radios,*

Thanks again for your continued support of the arts in Hernando County.

Sincerely,

*Mary Jane Russell*  
Mary Jane Russell, Executive Director  
Hernando County Fine Arts Council

*ok by 3/21/07  
SAME AS IN  
PAST YEARS*

*3/27/07  
STEVE  
P.C. MIKE  
MARY JANE  
LAM*

**Karen Phillips**

**From:** "Davis, Luke" <Luke.Davis@MyFWC.com>  
**To:** "Brooksville PD" <etincher@ci.brooksville.fl.us>; "Burton, John" <john.burton@MyFWC.com>;  
 "Bushnell PD" <Chief@bushnellpolice4.us>; "Captain Don Lestinsky"  
 <dlestinsky@sheriffcitrus.org>; "Citrus County" <June.fisher@bocc.citrus.fl.us>; "Citrus County"  
 <thomas.dick@bocc.citrus.fl.us>; "Citrus County BCC" <dennis.damato@bocc.citrus.fl.us>;  
 "Citrus County BCC" <vicki.phillips@bocc.citrus.fl.us>; "Citrus County BCC"  
 <gary.bartell@bocc.citrus.fl.us>; "Citrus County BCC" <joyce.valentino@bocc.citrus.fl.us>; "Citrus  
 County BCC" <john.thrumston@bocc.citrus.fl.us>; "City of Brooksville"  
 <dpugh@ci.brooksville.fl.us>; "City of Brooksville" <fburnett@ci.brooksville.fl.us>; "City of  
 Brooksville" <lbradburn@ci.brooksville.fl.us>; "City of Brooksville" <rlewis@ci.brooksville.fl.us>;  
 "City of Brooksville" <jbernardini@ci.brooksville.fl.us>; "City of Bushnell"  
 <vruano@cityofbushnellfl.com>; "City of Crystal River" <jfarley@crystalriverfl.org>; "City of Crystal  
 River" <rktchen@crystalriverfl.org>; <City of Crystal River>  
**Cc:** "Alford, Tara" <tara.alford@MyFWC.com>; "Keyser, Carol" <carol.keyser@MyFWC.com>  
**Sent:** Wednesday, March 21, 2007 3:22 PM  
**Subject:** Withlacoochee River Boating Safety Rule 68D-24.109 FAC

Good Afternoon:

The Boating and Waterways Section will hold two workshops regarding the existing Withlacoochee River Boating Safety Rule 68D-24.109 FAC on the following dates and locations:

*Wednesday, March 28, 2007 – 5:30p to 7:30p – Citrus County Lecanto Government Building, 3600 West Sovereign Path, Room 166, Lecanto, Florida*

*Thursday, March 29, 2007 – 5:30p to 7:30p – Southwest Florida Water Management District, 2379 Broad Street (US 41), Conference Room A-B, Brooksville, Florida*

The proposed changes to rules within this chapter are to: (1) correct and update locations of boating safety zones which are subject to flood status along the Withlacoochee River; (2) improve clarity and consistency of language and definitions; (3) remove or revise obsolete locations of zones; and (4) respond to requests for revisions received from stakeholders and from other governmental entities. The anticipated effects include the automatic regulation of areas along the Withlacoochee River when high water threatens to create hazards to navigation (i.e., submerged docks, stumps, etc.,) homes, septic services, where possible. Other anticipated effects include the permanent installation of markers, which would provide year round boating safety information and during times of flooding would advise

PL - hand  
 3/22/07 cmw 4/16/07  
 3/21/2007

**Richard Anderson**

**From:** "Thomas Leto" <tlet@co.hernando.fl.us>  
**To:** "Barbara Green" <BGreen@co.hernando.fl.us>; "Cecilia Patella" <CPatella@co.hernando.fl.us>; "Kevin Ford" <KFord@co.hernando.fl.us>; "Mark Tobert" <MarkT@co.hernando.fl.us>; "Pamela Harris" <PamH@co.hernando.fl.us>; "Stephanie Anderson" <SAnderson@co.hernando.fl.us>  
**Cc:** "Gary Kuhl" <GKuhl@co.hernando.fl.us>; "Grant Tolbert" <GrantT@co.hernando.fl.us>; "Larry Jennings" <LarryJ@co.hernando.fl.us>  
**Sent:** Thursday, March 22, 2007 4:42 PM  
**Attach:** 2007 Hurricane Exercise County Timeline.doc; 2007 Hurricane Exercise County Timeline.pdf  
**Subject:** 2007 State Hurricane Exercise (Hurricane TOLBERT)

The 2007 Statewide Hurricane Exercise is May 7 - 11. The state has named the storm Hurricane Tolbert

Grant I hope this is not a sign for the season....smile

Our plan is to activate the County EOC on Wed May 9 in response to Hurricane Tolbert. We will exercise all functions and systems within the facility on that day in preparation for hurricane season.

We will publish an agenda for the day when we get closer to the event, but our tentative plan is to have a Threat Advisory Committee (TAC) meeting in the morning, then setup the room for Emergency Ops in the afternoon. We anticipate activating the Public Information Center (PIC) in the afternoon as well.

See the attached for storm time line details....Intensity and actual track will not be disclosed until the exercise so we can evaluate our decision making process with the TAC.

Thx, Tom

Thomas J. Leto, Director  
 Hernando County Emergency Management  
 18900 Cortez Blvd.  
 Brooksville, FL. 34601  
 Office: (352) 754-4083  
 Fax: (352) 754-4090

*pe: 'read'*  
*SB*  
*KP*  
*R. Hankins*  
*F. Kess*  
*T. Massgrew*  
*3/29/07*  
*JP*

*at: 4/16/07*  
 3/28/2007  
*JP*

**Karen Phillips**

---

**From:** "FDOT SRTNA" <FDOT.SRTNA@c-b.com>  
**To:** "FDOT SRTNA" <FDOT.SRTNA@c-b.com>  
**Sent:** Friday, March 23, 2007 9:52 AM  
**Attach:** Press Release - Interstate of Transit.pdf  
**Subject:** Press Release: Florida DOT Develops Regional Transit System for Next Half Century

Dear West Central Florida Partners:

The Florida Department of Transportation (FDOT) is proud to announce the release of an innovative transit study, the "Strategic Regional Transit Needs Assessment." This is an important step towards the creation of a multimodal system that links regional activity and economic centers to thriving residential areas. Additionally, the business leadership in West Central Florida is to be commended for coming alongside the FDOT by encouraging and promoting this regional transit vision as a great tool for economic development and sustainability.

The FDOT began the Strategic Regional Transit Needs Assessment (SRTNA) with the goal of improving our mobility, economic vitality, and quality of life by managing options to complement our increasingly congested roadways. Detailed technical analyses were conducted to explore key regional travel patterns, transit operations, and infrastructure opportunities in the West Central Florida region for the next 50 years. Throughout this process, the FDOT has communicated with local decision makers, in addition to completing a public survey. As a result, the FDOT has identified currently met, unmet, and emerging regional transit infrastructure and service improvements required for an effective and integrated transit system in Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota Counties. This proposed system is the BIG picture regional transit system that includes a spine of key connections over different time horizons and multiple land use patterns.

As a demonstration of its commitment to a multi-modal future, the FDOT will fund the advancement of some initial corridors toward implementation. This effort may include public involvement and agency outreach; analysis of alignments, stops and schedules; environmental clearance; right-of-way preservation; and preliminary design. As part of this process, the FDOT will prioritize key connections and develop strategies to fund the construction and operations of the system.

This is a big step forward – and it doesn't happen overnight. Strong partnerships are critical to the success of the system. We invite you to visit our website at <http://fdot-srtna.c-b.com> to learn more about the findings of our study. Here you will find the study summary, study reports, frequently asked questions, and an opportunity to send us your comments.

We look forward to working with you to make this vision a reality.

Robert Clifford, AICP  
 District Modal Planning and Development Manager  
 Florida Department of Transportation

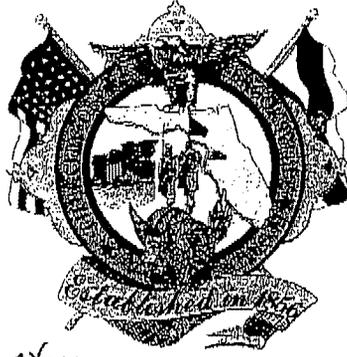
Attachment: FDOT "Interstate of Transit" Press Release, March 23, 2007

*PC. hand  
 Steve  
 Eng  
 Bill*

*3/26/07  
 JAO*

*CR 4/10/07  
 3/23/2007*

City of Brooksville



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

Reply to: Department of Public Works  
600 South Brooksville Avenue  
Brooksville, Florida 34601-3710  
(352) 544-5465 (Phone)  
(352) 544-5470 (Fax)

*ATTN: Steve  
Barrington*

*Contractor could not finish  
this weekend. Need to go over  
more weekend.  
this notice being handed out.*

March 26, 2007

To all citizens in the area of Liberty St. & 101 Brooksville Ave. We need to continue our cleaning of the Liberty Street Water Tower. On March 31<sup>st</sup> we will have Liberty and Brooksville Ave. closed in that area. Bay Area Window Cleaning who is the contractors cleaning the tower will be using a mild liquid chlorine water solution. It is advised that you stay away from that area during the cleaning so the solution will not stain your clothes or vehicles.

Thank you, very much.

Sincerely,

Emory H. Pierce  
Director of Public Works

*cc: Council  
MEMBERS  
3/27/07*

EHP/ko  
GAW, PERMEMORY03192007COB Liberty St & Brooksville Ave

Please distribute to all Brooksville City Council Members and Mayor  
Please see Crystal River Website regarding termination/resignation  
of Susan Boyer - applicant for Brooksville City Manager.

03-26-07 P02:53 IN

B. Councilor Kirk

1. Waterfronts Florida Advisory Board Appointments on January 10, 2005

Councilmember Kirk apologized because with facilitating the last regular Council meeting she lost focus with this vote and feels Council violated policy in the environmental specialist category because they did not take the most qualified applicant, which was not her intent.

2. Letter to Mayor Kitchen by John Kostelnick dated January 9, 2005

Councilmember Kirk stated Mr. Kostelnick had asked her to put his letter on the agenda facilitating discussion and felt that citizens need to know it is being addressed. She said she has requested copies of the administrative guidelines, purchasing policy, minutes relating to the dates involved, checks itemized, storm debris contract, executed sanitation contract, SMG proposals dated September 7<sup>th</sup> and September 25<sup>th</sup>, and account detail regarding hurricane expenses, for the citizen's information and has consulted the current emergency plan and the code of ordinances. Mr. Kostelnick's letter begins with a reference to the special meeting called September 10<sup>th</sup> where Council declared a state of emergency and waived bidding requirements to approve the contract for SMG and other emergency related items not to exceed two hundred thousand dollars (\$200,000), which was formalized at the September 27, 2004 Council meeting with Resolution 04-R-17.

She addressed her concerns with issues raised in Mr. Kostelnick's letter, specifically a check in the amount of twenty-six thousand three hundred twenty-five dollars (\$26,325) for debris removal to Waste Management dated October 25<sup>th</sup>, and a check in the amount of forty-four thousand eight hundred forty-seven dollars and ninety-five cents (\$44,847.95) for debris disposal to SMG dated October 29<sup>th</sup>, a check in the amount of seventy-four thousand ten dollars (\$74,010) to Waste Management on October 29<sup>th</sup>, a check in the amount of sixty-two thousand eight hundred fifty dollars (\$62,850) for hurricane cleanup to Waste Management on November 5<sup>th</sup>. She stated these checks each have a comment notated beside them as "not authorized by Council, no valid contract, no competitive bid." She said she could not take those things lightly which is why she looked into this. She felt the check amounts mentioned violate our purchasing policy, and read from page six (6), where a purchase in excess of ten thousand dollars (\$10,000) should be approved by Council. She referenced the administrative guidelines regarding transfer of Council approved funds and said she saw no evidence this guideline had been followed. She referenced an administrative ordinance 2-5, purchasing of goods and services policy, again specifying purchases exceeding ten thousand dollars (\$10,000) shall be approved by City Council.

Regarding the contract for debris removal, Councilmember Kirk pointed out the contract is an addendum to the sanitation contract with Waste Management but the Waste Management contract did not take effect until November 1, 2004. The contract is signed by the City Manager and not signed by the Mayor as required in the Charter, section 4.02, nor is it attested by the Clerk as required in the Charter, section 5.05, nor was it signed by the City Attorney as are other contracts. The contract required a performance bond which was signed on November 4<sup>th</sup> to be

**Karen Phillips**

---

**From:** "Wilton Rooks" <sweditor@scenicflorida.org>  
**To:** <fburnett@ci.brooksville.fl.us>  
**Sent:** Monday, March 26, 2007 12:29 PM  
**Attach:** Anotherassaultonhighwaybeautification-Backgrounder3.pdf  
**Subject:** ScenicWatch Alert - March 26, 2007

**Your action is urgently needed – today!**

The article below appears in today's edition of USA Today. It says a lot about the underlying motivation of Senator Harry Reid's action to insert a totally non-germane amendment into a \$122 Billion supplemental appropriations bill for the war in Iraq and Katrina relief. The Reid amendment undermines the Highway Beautification Act by allowing for the reconstruction of destroyed non-conforming signs. (An *updated* background report on the amendment is attached.) The amendment applies only to FEMA Regions IV and VI which of course includes Florida. **Why were other states, including Nevada, Senator Reid's home state, carved out of the provision?** This is targeted legislation that will have a significant impact on Florida and other gulf states.

The attached background paper gives both sides of the argument as well as the history of the non-conforming provision in the Highway Beautification Act. Please read it. Additional information can be found at the Scenic America website, [www.scenic.org](http://www.scenic.org).

Even if the billboard-industry-appeasement provision survives in the Senate vote, it must go to a Conference Committee to work out differences between the House and the Senate versions of the bill. We understand this amendment is not in the House version and the Conference Committee could eliminate it.

Congressman John Mica (R-FL) is the ranking member on the House Committee on Transportation Infrastructure. He can be very influential on the outcome of the conference committee process.

**Please contact John Mica's office ASAP** to register your disapproval of the Reid amendment. (You don't necessarily have to live in his district to call.) At this point a phone call is more useful than an email. In addition, please forward this information on to any like-minded friend in your email address file - who can also make a call to Mica's office - and in turn, forward the message on to others. Mica's telephone numbers are as follows;

**Washington D.C. (202) 225-4035**

St. John's Office (St. Augustine) (904) 810-5048  
 Putnam Office (Palatka) (386) 328-1622  
 Flagler Office (Palm Coast) (386) 246-6042  
 NE Volusia Office (Ormond Beach) (386) 676-7750  
 W Volusia (Deltona) (386) 860-1499  
 Orange/Seminole (Maitland) (407) 657-8080

Thank you,

Wilton Rooks  
 Editor, Scenic Watch.

**USA Today article**

**March 26, 2007**

**Ugly billboards have friends on the Hill --  
 Bill would aid ad firms that gave in '06"**

*lead*

*3/27/07*  
*3/26/2007*



KP- This came to me ?? Jan 3-2007

## HERNANDO COUNTY FAIR ASSOCIATION

P.O. Box 10456 • Brooksville, Florida 34603 • Phone: 352-796-4552 • Fax: 352-799-2842

March 26, 2007

Dear HCFA Members:

Spring is here, temperatures are rising and the 2007 "Blue Jeans and Country Dreams" Hernando County Fair and Youth Livestock Show is just a few weeks away. We are working hard to produce lots of entertainment, activities and fun. This year, the fair will include a dance with music by Wiley Fox, three rodeo performances, a demolition derby, a beauty pageant to name Miss Hernando County Fair, a pro wrestling event and a concert by the Bellamy Brothers, along with lots of other free entertainment and contests. This year, you can purchase your 2007/2008 membership at the Fair. Simply bring your application and dues to the office during Fair hours.

You are invited to join us for the Hernando County Fair Association's Annual General Membership Meeting and Dinner to be held on Thursday, May 24, 2007, at 6:00 p.m. The meeting will be held in the auditorium at the Fairgrounds and dinner will be served immediately following the General Membership Meeting.

At this meeting, we will present a review of the 2006/2007 events, activities, fair and financial statements. Members will have the opportunity to review nominations for director vacancies and will be able to offer additional nominations from the floor. The elections will take place prior to dinner and results will be announced afterward. The new Board of Directors will briefly convene to elect officers, who will then be presented to the general membership.

I have enclosed a membership application for you convenience. You must be a member in good standing to vote at the Annual Meeting.

The Board of Directors and Fair staff hope that you will join us for this celebration and election. Your membership and your input are important to the future of the Hernando County Fair Association. Please RSVP to (352) 796-4552 or [info@hernandocountyfair.com](mailto:info@hernandocountyfair.com) by May 11, 2007.

See you at the Fair!

Joy Jackson  
Fairgrounds Manager  
Hernando County Fair Association

JCJ/cjd

03-29-07 PC: Peak  
3/30/07  
03-29-07 P04:32 IN  
CTW 4/11/07

03-30-07 09:21 AM



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST  
Governor

THOMAS G. PELHAM  
Secretary

March 27, 2007

The Honorable David Pugh, Mayor  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

Dear Mayor Pugh:

The Department of Community Affairs (Department) has completed its review of the adopted comprehensive plan amendment for the City of Brooksville, as adopted on February 12, 2007, by Ordinance No. 741, and has determined that the amendment meets the requirements of Chapter 163, Part II, Florida Statutes (F.S.), for compliance. The Department is issuing a Notice of Intent to Find the Comprehensive Plan amendment adopted by Ordinance No. 741 "In Compliance". The Notice of Intent has been sent to the *Hernando Today* for publication on April 2, 2007.

Please note that a copy of the adopted Brooksville Comprehensive Plan amendment, and the Notice of Intent must be available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the City of Brooksville, 201 Howell Avenue, Brooksville, Florida. Please be advised that Section 163.3184(8)(c)2, F.S., requires a local government that has an internet site to post a copy of the Department's Notice of Intent on the site within 5 days after receipt of the mailed copy of the agency's notice of intent.

If this In Compliance determination is challenged by an affected person, you will have the option of mediation pursuant to Subsection 163.3189(3)(a), F.S. If you choose to attempt to resolve this matter through mediation, you must file the request for mediation with the administrative law judge assigned by the Division of Administrative Hearings. The choice of mediation will not affect the right of any party to an administrative hearing.

If you have any questions, please contact Ron Horlick, Planner at (850) 922-1801.

Sincerely,

Mike McDaniel, Chief  
Office of Comprehensive Planning

MM/rh

Enclosures: Notice of Intent

cc: Mr. Michael Moehlman, Executive Director, Withlacoochee RPC  
Mr. Bill Geiger, Community Development Director, Brooksville

*Handwritten notes:*  
P.C. Dennis - post notice of intent on Internet in Internet. Please  
P.C. Steve Reed  
Dennis L

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100  
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956

*Handwritten:* CMW 4/10/07

cc Mail  
Dept, Hds  
File  
Urban  
6cc 3/30/07



# CITY OF BROOKSVILLE

## Memorandum

**TO:**

- (X) Mayor David Pugh
- (X) Vice Mayor Frankie Burnett
- (X) Council Member Joe Bernardini
- (X) Council Member Lara Bradburn
- (X) Council Member Richard E. Lewis

**FROM:** Stephen J. Baumgartner *slw*  
Interim City Manager

**SUBJ:** Emergency Management Director

**ACTION:**

- ( ) As you requested
- (X) For your information
- ( ) Appropriate action
- ( ) Review and return
- ( ) Review & route

**DATE:** March 28, 2007

---

In the past, Chief Tincher served as the Emergency Management Director at a 2.5% assignment pay approved by City Council on October 17, 2005 (see memo attached).

Due to the temporary nature of Interim Chief Ross' expected tenure, I am appointing Fire Chief Tim Mossgrove as our Emergency Management Director. The Chief has graciously accepted.

I am awarding the 2.5% additional assignment pay as was previously authorized for Chief Tincher. The Fire Chief will receive an additional \$1,623.44 per year.

As hurricane season is fast approaching, I feel that our Emergency Management Director should be in place now. Chief Mossgrove will be attending the Hurricane Conference in Ft. Lauderdale.

pc: All Department Heads

*Read*

*3/30/07* *CW* *4/10/07*

03-30-07 11:06 AM

**Karen Phillips**

**From:** <Judy.Peacock@dca.state.fl.us>  
**To:** <a.cathey@mexicobeachgov.com>; <abellot@inetw.net>; <admin@cityofarcadia.org>; <admin@cityofarcadia.org>; <admin@cityofmarianna.com>; <admin@niceville.org>; <admin@niceville.org>; <ahouston@crystalriverfl.org>; <ajefferson@myquincy.net>; <ajt-townoflp@htn.net>; <ajt-townoflp@htn.net>; <alanp@gtcom.net>; <amclerk@annamaria.com>; <anesbitt@alachua.fl.us>; <Angela\_Macey@bradford-co-fla.org>; <angieb@bellsouth.net>; <apalachcity@digitalexp.com>; <apfinance@avonpark.cc>; <arbush@gbso.net>; <archermanager@bellsouth.net>; <asmith@gtcom.net>; <bakins@flaglercounty.org>; <barbara.taylor@co.clay.fl.us>; <barsell-debbie@monroecounty-fl.gov>; <bascom@gtcom.net>; <bascom@gtcom.net>; <bbogan@myquincy.net>; <bbrasher@howey.org>; <bbrown@cityofperry.net>; <bcc@calhounclerk.com>; <bcc@hardeecounty.net>; <bccd4@co.st-johns.fl.us>; <bchoban@gladesclerk.com>; <bdenihan@cityoflakewales.com>; <bellm@kwha.org>; <beth@stlucieco.gov>; <betsy@gbso.net>; <beverlybeachtown@bellsouth.net>; <beverlybeachtown@bellsouth.net>; <bgeiger@ci.brooksville.fl.us>; <bidangie@co.walton.fl.us>; <bill.pfeilsticker@leesburgflorida.>  
**Cc:** <bteeple@nefrpc.org>; <cblume@gtcom.net>; <psteed@cfrpc.org>; <manny@tbrpc.org>; <orthofer@ncfrpc.org>; <moehlman@wrpc.cc>; <cdekle@sfrpc.com>; <mbusha@tcrpc.org>; <dburr@swfrpc.org>; <bruce.ballister@thearpc.com>; <cblume@gtcom.net>; <nicklesd@wfrpc.dst.fl.us>; <koons@ncfrpc.org>; <james.warner@tetrattech.com>; <tedf@abal.com>; <markb@abal.com>; <cpci@alltel.net>; <casey@craconsultinginc.com>; <andyeaston2@msn.com>; <fred.fox@fredfoxenterprises.com>; <gfsi@earthlink.net>; <rjones@wfeca.net>; <robin.phillips@cox.net>; <jordangrants@aol.com>; <evanmcallister@melvineng.com>; <lblair@meridserv.com>; <admin@mittauer.com>; <nsp920@aol.com>; <nanbrown9@comcast.net>; <marie.dingman@summitgrants.com>; <melissa.fox@fredfoxenterprises.com>; <scottm@summitpros.com>; <hustoncarter@hotmail.com>; <cknowles@meridserv.com>; <kimberly\_jordangrants@yahoo.com>; <cynthia.godbey@summitgrants.com>; <jparr82143@aol.com>; <kara.intriago@guardiancrm.com>; <kathy.baker@fredfoxenterprises.com>; <don.ridley@guardiancrm.com>; <christine.masek@guardiancrm.com>; <Jordangrants@aol.com>; <antonio.jenkins@guardiancrm.com>  
**Sent:** Thursday, March 29, 2007 9:13 AM  
**Attach:** draft 2007 Action Plan.pdf; Action Plan Meeting Notice.pdf  
**Subject:** Florida Small Cities CDBG Program - 2007 Action Plan

We are now in the process of developing the Action Plan for the Florida Small Cities CDBG Program Federal Fiscal Year 2007 funding cycle that is now open. This plan must be submitted to HUD by May 15 and approved before grant awards are finalized.

As you know, our plan is driven by HUD rules and regulations and our state rule, application manual and statute. The topics covered in the Action Plan are set out in federal statute.

Attached is a draft for your review and comment. This draft should be posted to our website by Friday.

A public hearing will be held Friday, March 30th, at 3:00 (see highlighted text in the attached meeting notice). This public hearing was advertised in the FAW and sent to eligible local governments some time back.

**Please note that the comment period for the Action Plan begins Friday, March 30, and is open until the end of April. We encourage you to email your comments or questions at your earliest convenience. Please contact Judy Peacock at 922-1887 if you have questions.**

*Lead* *J*

*3/29/07* *cm* *4/14/07*  
 3/29/2007

City of Brooksville



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

*11/5/07*

It is with great enthusiasm that I, along with the other city officials and on behalf of the citizens of Brooksville, welcome you to our city. The Hernando County Fine Arts Council, the City and other sponsors are proud to present the **23<sup>rd</sup> Annual Hernando County Art, Craft and Music Festival** to be held in the beautiful tree shaded exhibition area in Tom Varn Park.

Historic Brooksville is situated among majestic oaks and wonderful rolling hills. We invite you to look around during your stay and you will see that Brooksville is a great place to do business, to shop and work, and to enjoy all the exciting amenities we offer.

Please enjoy your time while you are here and we hope you will return again soon. For more information on the City of Brooksville, available services and things to do, please visit our City Hall or our website at [www.ci.brooksville.fl.us](http://www.ci.brooksville.fl.us).

See you at the festival!

Sincerely,

David Pugh  
Mayor  
City of Brooksville

*Lead*

*JP*

*3/27/07*

*544-5400*

**Julie Sherraden**

*V. Mayor*

**From:** "Karen Phillips" <kphillips@ci.brooksville.fl.us>  
**To:** "Julie Sherraden" <jsherraden@ci.brooksville.fl.us>  
**Sent:** Thursday, March 29, 2007 5:16 PM  
**Subject:** Fw: Community Alliance time change

please handle

\*\*\*\*\*

Karen M. Phillips  
Director of Administration/City Clerk  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601-2041  
<http://www.ci.brooksville.fl.us>  
[kphillips@ci.brooksville.fl.us](mailto:kphillips@ci.brooksville.fl.us)  
(352) 544-5407 (Phone)  
(352) 544-5424 (Fax)

----- Original Message -----

**From:** Barb Lobach  
**To:** Yvonne Weissman ; Teresa Anderson ; Tamera Stewart ; Susan Cameron ; Sue Ball ; Rose Milks ; Priscilla Vena ; Penny Zaphel ; Nicole Quinn ; Mona Terry ; Michelle Whittier ; Maureen Solomon ; Mary Elizabeth Preston ; Mark Barry ; Mari Claiborne ; Maj. Alan Arick ; Lisa Panzer ; Lisa Hammond ; Lenore Zulauf ; LaSamuel Stallworth ; Kimberly Davis ; Kelly Miles ; Kathleen Winters  
**Sent:** Thursday, March 29, 2007 12:14 PM  
**Subject:** Community Alliance time change

I have just been informed that the Community Alliance will still meet at 9:00 a.m. but the Homeless Coalition meeting time has been changed from 10:00 a.m. to 8:30 a.m. The Children's Advocacy Center of Hernando County will be meeting from 10:00 to 11:00 a.m., immediately following the Community Alliance meeting.

Clarification:

- 8:30 a.m. Homeless Coalition meeting
- 9:00 a.m. Community Alliance meeting
- 10:00 a.m. Children's Advocacy meeting

These meetings will take place at the Children's Advocacy Center in Kennedy Park on Thursday, April 12th.

Barb Lobach, Secretary  
District 13 SEDNET  
(352) 797-7022 x407  
[lobach\\_b@firn.edu](mailto:lobach_b@firn.edu)

*pc: 'read'  
POST*

*atn 4/16/07*

*g*

# City of Brooksville



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

Reply to: Department of Public Works  
600 South Brooksville Avenue  
Brooksville, Florida 34601-5710  
(352) 544-5465 (Phone)  
(352) 544-5470 (Fax)

March 30, 2007

Mr. Willie J. Brooks, TTEES  
Bethlehem Baptist Church Property  
P.O. Box 1292  
Brooksville, FL 34605

Subject: **317 Duke Street**

It has been brought to our attention that your property has become a short cut for vehicles going from Asmara Street to Duke Street and/or Ellington Avenue. This traffic has become so hazardous and such a nuisance that we are requesting that you fence this property off.

Please contact me at 352-544-5465 to discuss other options.

Sincerely,

Emory H. Pierce  
Director of Public Works

cc: Steve Baumgartner, City Manager  
Mr. Burnett, Vice Mayor ✓

*Franklin*  
*PC Lead*  
*[Signature]*

04-02-07 11:24 IN

**Julie Sherraden**

**From:** "Lanier Worldwide, Inc." <LanierDirect@lanier.com>  
**To:** <jsherraden@ci.brooksville.fl.us>  
**Sent:** Saturday, March 31, 2007 9:55 PM  
**Subject:** Important Information Regarding LanierDirect

If you're having trouble viewing this email, you may [see it online](#).

<input type="button" value="v"/>		
<table border="1"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Lanier Worldwide Header </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Lanier Worldwide Header </td> </tr> </table>	<input type="checkbox"/> Lanier Worldwide Header	<input type="checkbox"/> Lanier Worldwide Header
<input type="checkbox"/> Lanier Worldwide Header	<input type="checkbox"/> Lanier Worldwide Header	

Dear LanierDirect customer:

On behalf of Lanier's 4,600 employees coast to coast, we want to thank you for choosing Lanier as your document solutions provider. As you may know, back in 2001 Lanier became part of Ricoh Corporation, but we have continued to operate separately. That will now change, and effective April 1, 2007, we will become one company called **Ricoh Americas Corporation**.

**What is required of me as a LanierDirect user?**

www.LanierDirect.com is becoming www.RicohDirect.com. Simply update your bookmarks or favorites on **April 2nd** to access www.RicohDirect.com and continue entering meter readings, service requests and supply orders in the same way you have done in the past.

**Please continue to access www.LanierDirect.com until April 2nd.**

www.RicohDirect.com will provide the same ease of use you have come to expect from our online web portal.

**What does this change mean to me?**

Forming one company will be great for you, our valued customers, in the form of additional customer support resources, enhanced service coverage, and greater access to the most advanced global solutions that our customers demand.

If you have any questions, please contact your local sales representative or contact us at LanierDirect@lanier.com.

Regards,  
Your LanierDirect Support Team

*pe: 'read'*  
*Karen*  
*Steve*  
*Admin*  
*Dept. Head*

*ctn 4/1/07 4/2/2007*

**Karen Phillips**

---

**From:** "Sullivan, Jackson E." <JSullivan@CarltonFields.com>  
**To:** <ckingsley@co.hernando.fl.us>; <jcoleman@cityofbushnellfl.com>; <DOwen@ocalafl.org>;  
 <drussell@co.hernando.fl.us>; <Dennis.Damato@bocc.citrus.fl.us>;  
 <drowden@co.hernando.fl.us>; "Gary Bartell " <gary.bartell@bocc.citrus.fl.us>;  
 <jbernardini@ci.brooksville.fl.us>; "Joyce Valentino" <Joyce.Valentino@bocc.citrus.fl.us>;  
 <KGuinn@ocalafl.org>; "Larry Haag (E-mail)" <lmhaag@tampabay.rr.com>;  
 <Michael.Francis@sumtercountyfl.gov>; <Dick.Hoffman@sumtercountyfl.gov>;  
 <rrocco@co.hernando.fl.us>; <sophie\_diazfonseca@yahoo.com>  
**Cc:** <skirk@crystalriverfl.org>; "Adams, Kay Hernando County (Kay Adams)"  
 <kaya@co.hernando.fl.us>; "Alys Brockway " <abrockway@co.hernando.fl.us>;  
 <waterboy1059@yahoo.com>; <brian.armstrong@swfwmd.state.fl.us>; <bruhickle@yahoo.com>;  
 <bday@wrpc.cc>; "Dixon, Charles S. Citrus County (Charles Dixon)"  
 <Charles.Dixon@bocc.citrus.fl.us>; "Hicks, Henry K. City of Ocala (Henry Hicks)"  
 <HHicks@ocalafl.org>; <jesull@comcast.net>; <keith.mullins@veoliawaterna.com>;  
 <troy.kuphal@marioncountyfl.org>; <Larryj@co.hernando.fl.us>;  
 <phubbell@wraconsultants.com>; <Robbie.Rogers@sumtercountyfl.gov>;  
 <robert.knight@bocc.citrus.fl.us>; <rwells@wraconsultants.com>; "Russell Kreager"  
 <RKreager@cityofinvernessonline.com>; <Terri.Keene@bocc.citrus.fl.us>;  
 <terry@staffconnections.com>; <trey.arnett@thevillages.com>; <wsmith@ci.brooksville.fl.us>  
**Sent:** Monday, April 02, 2007 8:49 AM  
**Attach:** 007march31.doc  
**Subject:** FW: Please Use This Report

Attached is Diane Salz's updated Legislative Report. Please review at your leisure.

Jack Sullivan

-----Original Message-----

**From:** Diane Salz [mailto:disalz@yahoo.com]  
**Sent:** Friday, March 30, 2007 6:52 PM  
**To:** Sullivan, Jackson E.; Jack Sullivan  
**Subject:** Please Use This Report

Jack,  
 After sending you the earlier 3/30 report, I realized I left out a few important pieces of information.  
 Please send out this attached report.  
 Thanks,  
 Diane

*Jack  
 PC: Read*

*GW 4/14/07*

4/2/2007

**City Manager**

**From:** <Judy.Peacock@dca.state.fl.us>  
**To:** <grant.writer@islamorada.fl.us>; <mabbott@copr.net>; <cabbott@cityofwauchula.com>; <abelsm@deland.org>; <sabrams@ci.boca-raton.fl.us>; <clerk@nassauclerk.com>; <madams@cityftmyers.com>; <graceville@wfeca.net>; <donna.adams@ci.milton.fl.us>; <tejuadkisson@putnam-fl.com>; <cwmyaguilar@bellsouth.net>; <BocaCM@ci.Boca-Raton.fl.us>; <bakins@flaglercounty.org>; <levydevsaa@inetw2.net>; <info@mangoniaparktown.com>; <cityofarcher@gru.net>; <corbett.alday@guardiancrm.com>; <SusanAlden@colliergov.net>; <townmanager@cutlerbay-fl.gov>; <cityadministrator@valp.org>; <pallbritton@mywakulla.com>; <Ielia.allen@cityoforlando.net>; <cheryl.amey@marioncountyfl.org>; <damunds@co.okaloosa.fl.us>; <cityhall@cityoflayton.com>; <manderson@fwb.org>; <citymgr@ci.brooksville.fl.us>; <jima@cedargrove-fl.gov>; <eanderson@mymonticello.net>; <douga@stlucieco.gov>; <anthonyc@southbaycity.com>; <apgarr@deland.org>; <Mayor@belleairbluffs-fl.gov>; <leemanager@leeflorida.org>; <jay.arend@cityofbonitasprings.org>; <mayorarmstrong@plantation.org>; <mayor@townofredingtonshores.com>; <dclerk1@yahoo.com>; <mayor@valp.org>; <stevena@oaklandparkfl.org>; <rashley@holmesbeachfl.org>; <cm@ci.greenacres.fl.us>; <Fredd\_Atkins@sarasotagov.com>; <countycivil@calhounclerk.com>; <micanopytown@bellsouth.net>; <Buzz\_Ausley@hud.gov>; <Paul\_C\_Ausley@hud.gov>; <javael@keywestcity.com>; <cftmeade@aol.com>; <ccityhall@cfl.rr.com>; <comdev@capecoral.net>; <rbailey@cityofdestin.com>; <grants@clerkofcourts.cc>; <bainb@miamisprings-fl.gov>; <cmaria@tampabay.rr.com>; <city.mulberry1@vesgmail.net>; <kathy.baker@fredfoxenterprises.com>; <lkania@cityofflaglerbeach.com>; <lbtsclerk@bellsouth.net>; <dballant@martin.fl.us>; <bruce.ballister@thearpc.com>; <townclerk@oaktownusa.com>; <dbanks@springfield.fl.gov>; <LCBOCC@libertycountybocc.com>; <bbarbour@cityofoviedo.net>; <council@cityofdestin.com>; <naplesmayor&council@naplesgov.com>; <nbarnett@tavares.org>; <douglas.barr@nfwfmd.state.fl.us>; <clerk@sewallspoint.martin.fl.us>; <cntrhill@earthlink.net>; <barsell-debbie@monroecounty-fl.gov>; <john@keyscpa.com>; <townofgrandridge@earthlink.net>; <pierson@usa2net.net>; <sbatchelder@fortlauderdale.gov>; <cobibbateman@bellsouth.net>; <npbclerk@village-npb.org>; <cityclerk@desoto.net>; <sbaumgartner@ci.brooksville.fl.us>; <dbeach@city-ftpierce.com>; <Lbeagles@dadecityfl.com>; <patriciab@hillsboroughcounty.org>; <cityoflakebutler@alltel.net>; <tmv@fdn.com>; <terrybeaudry@Polk-county.net>; <jason.becker@brevardcounty.us>; <sbeeler@cityofcocoabeach.com>; <kencity@gte.net>; <twnzolfo@strato.net>; <debroumelis@earthlink.net>; <sbelfair@cityofhomestead.com>; <cbell@kissimmee.org>; <city@fruitlandpark.org>; <bellm@kwha.org>; <abellot@inetw.net>; <flacityfd@aol.com>; <rbenford@cityofwestpark.org>; <rbengston@hendryfla.net>; <mayorbenjamin@manalapan.org>; <bbennett@holmesbeachfl.org>; <penneyfarms@bellsouth.net>; <town.of.pierson@usa2net.net>; <jbennett@stcloud.org>; <cbenson@hollywoodfl.org>; <cbenson@safetyharbor.org>; <bentonm@cityofgainesville.org>; <bentont@miamishoresvillage.com>; <rbenton@city-ftpierce.com>; <jberkman@cityofparkland.org>; <bermudezjc@cityofdoral-fl.gov>; <cbernier@town.windermere.fl.us>; <jbeverland@ci.oldsmar.fl.us>; <j\_beverly@cityofopalocka.org>; <bidangie@co.walton.fl.us>; <cbillias@cityofcocoabeach.com>; <mblack@ci.venice.fl.us>; <citymgr@cityofgainesville.org>; <townofhillcrestheights@netzero.net>; <frankb@cityofpsl.com>; <Lblair@meridserv.com>; <mblais@ladylake.org>; <cityclerk@atlantisfla.org>; <jroberts@tampabay.rr.com>; <kbliissett@ponce-inlet.org>; <cblume@gtcom.net>; <cblume@gtcom.net>; <clerkdb@hotmail.com>; <dennis@fortmyersbeachfl.gov>; <bbogan@myquincy.net>; <boganb@leoncountyfl.gov>; <chuck.bogle@titusville.com>; <boles@aug.com>; <mbollhoefer@wintergarden-fl.gov>; <cityclerk@keycolonybeach.net>; <tbonfield@ci.pensacola.fl.us>; <citymanager@stpetebeach.org>; <mbooker@dbshores.org>; <ebooth@townofmalabar.org>

**Sent:** Monday, April 02, 2007 9:53 AM  
**Subject:** Fw: HUD Energy Training Webcasts & FHA Industry Partners Training

HUD Energy Training Webcasts:

4/2/07  
jspe: 'read'  
SB/ICP/BCActn 4/10/07  
4/2/2007

**Karen Phillips**

---

**From:** "Julie Sherraden" <jsherraden@ci.brooksville.fl.us>  
**To:** "Karen Phillips" <kphillips@ci.brooksville.fl.us>; "Stephen Baumgartner" <sbaumgartner@ci.brooksville.fl.us>  
**Sent:** Monday, April 02, 2007 8:06 AM  
**Subject:** Fw: City Manager Recommendation

How would you like this handled?

----- Original Message -----

**From:** JoAnne Kendall  
**To:** cityhall@ci.brooksville.fl.us  
**Sent:** Sunday, April 01, 2007 4:20 PM  
**Subject:** City Manager Recommendation

*Attn: Mayor Pugh, Vice Mayor Frankie Burnett, Councilors Bernardini, Bradburn and Lewis.*

*I have read that Ms. Susan Boyer is being considered for the position of City Manager for your city. My late husband, John Kendall was a council member on the Crystal River City Council during Ms. Boyer's employment here and I am sure that he would wish me to write in his stead. Many times he discussed with me what a find job she was doing even with the Council divided against her because of personal vendettas. I have been disappointed to know that there have been those who have tried to prevent her employment when she has been under consideration for other jobs.*

*Ms. Boyer was always very professional and I have absolutely no qualms in recommending that you strongly consider her for your City Manager. Our City progressed under her leadership and we missed her steady hand for some time after she left.*

*With best wishes to you and your City, I am*

*Sincerely,*

*JoAnne M. Kendall*

*for Council*

*CTM 4/1/07*  
*4/2/2007*

**Julie Sherraden**

---

**From:** "Hernando County Fairgrounds" <info@hernandocountyfair.com>  
**To:** " Board of County Commisioners" <dcox@co.hernando.fl.us.>; "Brooksville City Council" <jsherraden@ci.brooksville.fl.us>; "Cathy DeHoff" <cdehoff@pasco.k12.fl.us>; "Craif Fulmer " <cfulmer@cutlerdb.com>; "Dana Hurst" <haroldsautocente@bellsouth.net>; "Dave Russell " <drussell@co.hernando.fl.us>; "Deb Pedone" <DPedone@sptimes.com>; "Deidre Fletcher" <htlbrooks@aol.com>; "Don Page " <dpage@cortezcommunitybank.com>; "Jan Knowles " <janknowles@earthlink.net>; "Joe Bernardini " <joeb433@bellsouth.net>; "John Mitten " <01657@chick-fil-a.com>; "Joy Jackson" <flcrackerjack@hotmail.com>; "Judy Mamo" <jmamo@cortezcommunitybank.com>; "Nancy Moores " <nancym@co.hernando.fl.us>; "Richard Nugent " <rnugent@hernandosheriff.org>; "Sandi Nicholson " <snicholson@nicholson-engineering.com>; "Tammy Fincher " <starf5fin@wmconnect.com>; "Tim Hill " <spfdtim7@aol.com>; "Tommy Clark" <BRYANT.CLARK@PGNMAIL.COM>  
**Sent:** Tuesday, April 03, 2007 7:55 AM  
**Subject:** HCFA Board Meeting Reminder

## **REMINDER**

### ***HERNANDO COUNTY FAIR ASSOCIATION BOARD MEETING***

*April 12, 2007 @ 6pm  
Cortez Community Bank Room  
Fairgrounds*

*If you have anything for the agenda please contact Joy  
Agenda items need to be in no later than 5pm Tuesday*

**Please contact me if you are unable to attend.  
(So you will be marked as excused)  
352-796-4552 or info@hernandocountyfair.com**

**Thank You in advance for your cooperation regarding this matter.**

Joy Jackson  
Fairgrounds Manager  
Hernando County Fair Association, Inc

*pe' rec'd  
atn 4/16/07*

*4/3/07*



4/3/2007

**PARKS & RECREATION ADVISORY BOARD**

**August 17, 2006**

**5:15 P.M.**

Parks Advisory Board held a meeting on August 17, 2006 in Council Chamber.

**MEMBERS PRESENT:** William Chatman, Chairperson  
Richard Gant, Vice Chairperson  
James Brooks  
David Pugh, Vice Mayor  
Sally Sperling, Alternate  
Alan Garman  
Gary Schraut

**MEMBERS ABSENT:** Phillip Williams, Alternate  
Mark Blanton

**OTHERS PRESENT:** Mike Walker, Parks & Recreation Director  
Audrey Williams, Recording Secretary

**CALL TO ORDER:**

Chairperson Chatman called meeting to order at 5:15 P.M.

**APPROVAL OF MINUTES:**

No Minutes

4/4/07  
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etn 4/16/07  
J

**PARKS & RECREATION ADVISORY BOARD**

November 02, 2006

5:15 P.M.

Parks Advisory Board held a meeting on November 02, 2006 in Council Chamber.

**MEMBERS PRESENT:** William Chatman, Chairperson  
Richard Gant, Vice Chairperson  
David Pugh, Vice Mayor  
Sally Sperling, Alternate  
Alan Garman  
Gary Schraut  
Toni Maletta, Alternate

**MEMBERS ABSENT:** James Brooks  
Mark Blanton

**OTHERS PRESENT:** Mike Walker, Parks & Recreation Director  
Audrey Williams, Recording Secretary

**CALL TO ORDER:**

Chairperson Chatman called meeting to order at 5:25 P.M.

**APPROVAL OF MINUTES:**

Chairperson Chatman called for approval of minutes from June 22, 2006 meeting.  
Vice Mayor Pugh made motion for approval with Member Garman seconding.

The Advisory Board's vote was unanimous, **Motion Carried.**

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ctn 4/16/07 - S*

MINUTES

FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES

December 6, 2006

The Firefighters' Pension Trust Fund Board of Trustees met on Wednesday, December 6, 2006, City Council Chambers, City Hall, 201 Howell Avenue, Brooksville, Florida 34601

**PRESENT:** Present were Timothy Mossgrove, Chairman; Frank Phillips, Secretary; Gerald Ward, Vice-Chairman, Paul Babcock, Member and Susan Mae McCrary, Secretary for the Board. Also present were Mike Welker of Bogdahn Associates.

**ABSENT:** Regina Martin was unable to attend.

**CALL TO ORDER:** The meeting was called to order by the Chairman at 6:02 p.m

The Chairman requested that Item #3 Bogdahn and Associates be moved until later in the agenda since Mr. Welker was running late.

Motion

Motion made by Paul Babcock to move Item #3- Bogdahn Associates to the end of the agenda; seconded by Frank Phillips; voted upon and carried unanimously. 4-0.

**MINUTES OF MEETINGS OF MAY 2, 2006 AND AUGUST 29, 2006**

Motion

Motion made by Frank Phillips; seconded by Gerald Ward, voted upon and carried unanimously to approve. 4-0

**SUMMARY PLAN DESCRIPTION**

Scott Christiansen had submitted updated information for the Summary Plan Description.

Motion

Motion by Frank Phillips; seconded by Gerald Ward to approve the updates on the Summary Plan Description; voted upon and carried 4-0.

**REVIEW OF PROPOSED ORDINANCE**

This proposal will change the contribution rate from 4% to 3.8%.

Motion

Motion made by Frank Phillips; seconded by Gerald Ward to approve; voted upon and carried unanimously. 4-0

RETURN OF CONTRIBUTIONS

James Chorvat had requested the return of his contributions in the amount of \$286.80.

Motion

Motion made by Frank Phillips, seconded by Gerald Ward; voted upon and approved. 4-0

**INVOICES**

The following invoices were submitted for payment:

4/15/07  
4/15/07  
4/15/07  
01-03-07 100:25

Handwritten initials and a large flourish are present in the bottom right corner.

Handwritten initials "JL" and "mad" are present at the bottom center.

**BROOKSVILLE CEMETERY ADVISORY COMMITTEE**  
**201 Howell Ave, Brooksville, Fl. 34601**

**December 13, 2006**

**5:15 P.M.**

MEMBERS PRESENT: Luther Cason, Chairperson  
Jan Knowles  
Richard Lewis - Council  
Pat Brewer

MEMBERS ABSENT: David Merritt - Vice Chairperson  
Thelma Dawson  
Doug Davis

ALSO, PRESENT: Mike Walker, Parks & Recreation Director  
Richard Howard, Cemetery Sexton  
Audrey Williams, Recording Secretary

**CALL TO ORDER:**

Chairperson Cason called the meeting to order at 5:22 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Invocation and Pledge were given.

**APPROVAL OF MINUTES:**

Chairperson Cason called for the approval of minutes for the June 7, 2006 meeting. Member Brewer, I have a correction Mr. Chairman. Paragraph two line four which ideally follows a fellow a by the name of Dirk, it should be Duren instead of Dirk.

Council Lewis motioned for approval and seconded by Member Brewer.

The Advisory Board vote was unanimous, **Motion Carried.**

4/4/07  
P

pl: 'read'  
eth 4/16/07 P

**Hernando County Community Alliance Meeting**  
**December 14, 2006**

**Members Present:** JoAnn Carman, DCF; Mari Claiborne, Visitation Center; Judith Everett, District 13 SEDNET; Harry Hill, DJJ; Jim Knight, HCSB Student Services; Annie McPherson, UFCAPP; Lisa Panzer, Devereux Kids; Mary Elizabeth Preston, GFWC; Nicole Quinn, State Attorney's Office; Michelle Rio, Dawn Center; Tamera Stewart, Hernando County Sheriff's Dept.; Colleen Talpa, Devereux Kids; Francine Ward, MFCS; Debra Wise, Kids Central, Inc.

**Welcome & Introductions**

Lisa Panzer began the meeting by welcoming everyone and had everyone introduce themselves. An agenda, minutes from the previous meeting, and a copy of the by-laws were handed out.

**Retreat Plans**

Lisa stated that at the last meeting, it was agreed that a retreat be planned to discuss the major issues concerning the Alliance. One of the main topics at the retreat will be centered on how to rebuild the Alliance to most benefit community needs. A pre-retreat meeting was planned but only Harry Hill, Colleen Talpa, and Lisa showed up for the meeting so they decided to bring it back to the table at the Alliance meeting. They discussed several issues which included how to coordinate services and identify community resources which would benefit the Alliance.

Tamera Stewart stated that at one time United Way was distributing flyers on a regular basis which included community resource numbers but that was discontinued when the 2-1-1 Directory was established. Francine Ward mentioned that she is on the United Way Board and when the 2-1-1 Directory was established several years ago, they wanted to expand their 2-1-1 area (which was in Pinellas County). The system is based upon what the community puts into it so the community agencies need to respond when they receive their request for data so all information can be updated.

Judy Everett mentioned that Agencies for Persons with Disabilities just created a directory for all five counties in District 13. Lisa mentioned that Devereux Kids is also working on a guide to be put on KCI's website which should be available to view in January. It was mentioned that the Alliance could work on creating its own website so everyone could access all community resource information.

Harry Hill had attended a conference and spoke with a gentleman who has ties with the Florida Youth Challenge Academy. The academy is funded through the National Guard and houses 16-18 year olds boys and girls. They are looking for mentors for these children that have problems with their families/home life and school (the child can have no criminal involvement). There is no fee for this volunteer residential program which focuses on getting the child to get his GED or diploma and is open to any child in the state of Florida. There are a total of three battalions, two for males and one for females (which are kept on separate campuses). The academy is located in Baldwin County and their website is [www.ngycp.org/state/fl](http://www.ngycp.org/state/fl). Harry passed around a flyer and suggested that he would like to have the gentleman come speak to the Alliance at a future meeting.

Harry also stated that referrals to the juvenile system are on the rise considering the number of youth in Hernando County. He had information regarding two grants that had immediate deadlines but those same grants will recycle and come around again. It may be good to prepare now for that time. He currently has 21 juveniles waiting for adult prosecution; 121 kids on probation, 46 kids have been incarcerated, and 11 are in after-care.

Judy mentioned that Kimberly Davis from Big Brothers Big Sisters will be speaking in February at the CAC meeting. They received a prevention grant and they need to increase the number of girls in order to meet the requirements of the grant.

Lisa handed out copies of the by-laws which outline which agencies should attend the Alliance meetings. It was stated that the Alliance previously had a Membership Committee which kept track of all details concerning the happenings in the Alliance. The next meeting of the Alliance will be held as a retreat to discuss the by-laws, membership, prevention plan and the future purpose of the Alliance. The date for the retreat has been set for

**Mid Florida Community Services, Inc.**  
**Children's Advocacy Center of Hernando County**  
**Task Force**  
**Minutes**  
**December 14, 2006**

**Members Present:** Major Alan Arick, HCSO; Mari Claiborne, Visitation Center; Kimberly Davis, BBBS; Judy Everett, SEDNET; Dr. Ferrigno, UF-CPT; Margaret Goodrich, GFWC; Harry Hill, DJJ; Gloria West-Lawson, CAPP Nurturing Program; Barbara Lobach, SEDNET; Annie McPherson, UF-CAPP; Mona McIver, GFWC; Mary Elizabeth Preston, GFWC; Nicole Quinn, Attorney General's Office; Michelle Rio, Dawn Center; Janice Roy, CACHC; Ginny Sigle, CPT Team; Tamera Stewart, HCSO; Francine Ward, Mid Florida Community Services, Inc.; Donna Stucchio, DCF; Jeanne Travaglino, Devereux Kids

**WELCOME AND INTRODUCTIONS**

Janice Roy opened the meeting at 10:30 a.m. and welcomed everyone. Those in attendance introduced themselves.

**REVIEW AND APPROVAL OF MINUTES**

After review of the October 12, 2006 minutes, Janice requested a motion to approve. The motion was made and seconded. Minutes were approved.

**CAC BUSINESS**

Janice reported that CPT clinic days at the CAC are Monday, Tuesday, Thursday, and Friday. Dr. Ferrigno stated that appointments could be scheduled for Wednesdays for acute exams. Jessica is the ARNP that will work from this location. Allie will continue conducting the forensic interviews at the Sheriff's Department until there is space within the CAC.

At this time it appears the CAC may clear close to \$170.00 from the sales of the "Tough Guys for Kids" statewide fundraiser sponsored through the FNCAC.

Janice was pleased to report that the Gainesville conference, "A Community Approach to Child Protection", was excellent and very informative. Of particular interest, was the presentation on therapy. Janice also attended the Leadership Retreat for the FNCAC held in Tampa.

Nicole wanted the group to be aware that therapy can be paid for through Victim's Compensation funding. She provided helpful information to the group on this resource.

Judy announced that the power point has been updated and is available for others to use for community awareness activities. Janice attended the Parent Institute in October and she and Judy spoke to the General Federation of Women's Clubs in November.

The second draft of the protocols for the Multidisciplinary Team will be going out for review and input. Janice thanked everyone for their time and cooperation in getting the protocols developed.

Francine provided an update on the non-member development grant that was awarded from the National Children's Alliance (NCA) for approximately \$39,000 to renovate the portable unit next door, including a deck to attach it to this unit. This will allow "out post" office space

*pc' read'*

*atn 4/16/07  
2/2/07 802*

CITY OF BROOKSVILLE  
PLANNING AND ZONING COMMISSION MEETING  
Regular Meeting

January 10, 2007

6:30 P.M.

Attendees: George Rodriguez, Elmer Korbus, Louise Taylor, and John Wanat. Also attending were Bill Geiger, Community Development Director, David LaCroix, City Attorney, and Wendy Jespersen, Recording Secretary. Absent: Charles Miller.

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

APPROVAL OF MINUTES

Motion was made by Commissioner Wanat, seconded by Commissioner Taylor, to approve the minutes of the December 13, 2006, meeting as written. Motion carried 4-0.

\*\*VALLERY CUSTOM HOMES - PRESENTED BY COASTAL ENGINEERING ASSOCIATES, INC.

Requesting Master Plan revision and amendments to Ordinance No. 709 -  
Continued from the December 13, 2006 meeting.

The City Attorney explained that this is a quasi-judicial proceeding and asked anyone who would like to be recognized as an intervening party to the proceeding or who would like to be sworn as an expert witness to come forward.

Commission accepted by consensus Joseph Quinn, Coastal Engineering Associates, as an expert in land use planning.

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

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

SUMMARY OF REQUEST - GENERAL INFORMATION

The subject property is 4.13 acres  $\pm$ , and is bounded to the north by Highland Street, to the south by Florida Avenue and to the east by Howell Avenue. Moline Street is the western border of proposed residential lots and two parcels at the southwest corner of Moline and Highland Streets are proposed for being designed to accommodate drainage requirements for the development. The legal description by metes and bounds for the subject parcel in given in full in the petition packet. The petitioner is requesting a modification to conditions stipulated in the original zoning Ordinance No. 709. On October 10, 2006 the Planning and Zoning Commission heard the Petitioner's request to modify Ordinance No. 709. The Commission voted to continue this hearing to enable the Petitioner to bring back a revised request/plan addressing the Commission's concerns regarding drainage and density. City Council approved Ordinance No.709 on December 5, 2005, establishing the property as a Planned Development Project (PDP) with a Special Exception Use for a Residential Planned Development Project (RPDP), subject to the following performance conditions:

- a. Within one year of the Council's approval of the (R)PDP zoning, the petitioner/developer will need to provide preliminary plat plans that address infrastructure needs, construction plans that reflect the preliminary plat (once approved) and a final plat (all being consistent with the requirements of the City's subdivision regulations).
- b. The petitioner/developer must obtain all permits and meet all applicable land development regulations for future construction or use of the property.
- c. The maximum number of single family residential (detached) lots associated with this rezoning approval is eleven (11).

**Karen Phillips**

---

**From:** "OCMUSA" <info@ocmusa.info>  
**To:** <fburnett@ci.brooksville.fl.us>  
**Sent:** Friday, February 16, 2007 3:24 PM  
**Subject:** ADV: Citizen Care Success story

**Testimonial:**

The City of Dickinson has been using the Citizen Care web-based program. We are using this for both our internal and external customers, primarily in the Public Works and Community Development departments. We have found Citizen Care to be extremely helpful in tracking citizen complaints while at the same time very economical. Long gone are the days of lost or forgotten citizen requests!

I want to personally THANK YOU for the outstanding customer service we have received from the entire staff at Citizen Care. I can't recall in my 30 years of public service ever having a vendor as responsive as your company has been in meeting our specific needs. You in turn, have made our job as public servants infinitely more responsive to our customers.

**Sincerely, Ivan Langford - City Administrator**

**Citizen Care** the ultimate communication tool that provides your local government the ability to Log, Track, and Manage citizen requests/complaints with ease!

Access your Citizen Care database to review pending tickets, attach appropriate managers to the ticket for notification and action plan.

- Easily Manage citizen complaints, concerns or requests.
- Improve communication between citizens and your local government AND between departments within your local government.
- Automatically emails updates to the managers on the case file.
- Solve problems and request before they turn into major issues.
- Affordable for any size city, county, town etc.
- \*Free 90-day trial!

Citizen Care is simple, no lengthy training required. A quick walk through and you're in control.

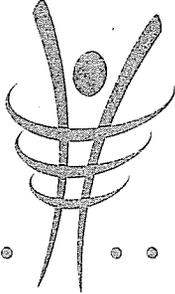
Achieve your local government goals by spending less time on "problems" and more time on the advancement of your city's quality of life.

Pricing \*Starting as low as \$79.00 per month

*Karen Phillips*

*2/16/07*

2/16/2007

WellFlorida  Council

.....

Working Together for Healthy Communities

### A Message

EXECUTIVE DIRECTOR

Steven Oliva



Traumatic Brain Injury (TBI) is getting some attention in Washington, thanks in part to a recent ABC News special about Bob Woodruff's recovery from a TBI sustained while reporting on the war in Iraq. As mentioned in our feature article, TBI has been tagged the "signature" wound of soldiers in Iraq. As numbers of soldiers needing care for TBI increase, and President Bush's proposed 2008 budget decreases funding for veteran's healthcare, a bipartisan group of senators were inspired to introduce the reauthorization of the 2000 Traumatic Brain Injury Act. The Act authorizes the study of TBI and funding for state and federal programs that assist Americans with TBI. WellFlorida is proud to be a part of the movement towards researching and addressing the needs of TBI-affected individuals throughout the state of Florida.

I hope you find this issue on TBI to be informative. Look for our next issue, which will focus on Florida legislation and its impact on healthcare in the state.

## Breaking the Silence about TBI



Brain Injury Association of Florida, Inc. (BIAF) is pleased to partner with WellFlorida Council to address a serious public health problem: traumatic brain injury or TBI. Sometimes referred to as the "silent" or "invisible" epidemic, millions in the United States are affected by TBI.

### What is TBI?

TBI is defined as a blow or jolt to the head or a penetrating head injury that disrupts the function of the brain. TBI can cause a wide range of functional changes—short or long-term—affecting thinking, language, learning, emotions, behavior and/or sensation. It can also

cause epilepsy and increase the risk for conditions such as Alzheimer's disease, Parkinson's disease, and other brain disorders that become more prevalent with age, according to the Centers for Disease Control and Prevention.

### Some Startling Statistics

TBI is a catastrophic, life-changing event—one that can occur anytime or anywhere. Every 23 seconds in the United States someone sustains a TBI. It occurs more often than breast cancer, HIV and spinal cord injuries combined. Over 5.3 million Americans live with long-term effects from TBI with a lifelong need for help and support.

3/27/07 head continued  
CW 4/6/07



# ATLANTA REGION HUD LINES



*E-Briefs from the Atlanta Regional Office of the U. S. Department of Housing and Urban Development*

Welcome to *HUD LINES* - a quarterly newsletter about HUD information in the Southeast and Caribbean Region - Region IV. For further information about programs in this issue or other HUD Programs visit the links listed or go to [www.hud.gov](http://www.hud.gov). **Bob Young, HUD Atlanta Regional Director**



## **HUD ANNOUNCES ACCESSING RESOURCES AND BUILDING RELATIONSHIPS TO BUILD BETTER COMMUNITIES – MAY 7-8<sup>TH</sup>, 2007**

The United States Department of Housing and Urban Development is pleased to announce a two day conference for faith based, non profits and local government partners to be held on May 7-8, 2007 in Tampa Florida at the Tampa Convention Center. Joining HUD in this conference will be the United States Departments of Small Business Administration, Center for Disease Control, Census Bureau, Internal Revenue Service, Rural Development, Freddie Mac and the Florida Department of Community Affairs, Children and Family Services, Health and the Florida Housing Finance Agency. Along with the 48 workshops, HUD's two day grant writing training will also be provided. For more information see: [www.ccdosp.org](http://www.ccdosp.org)

## **FAIR HOUSING; IT'S NOT AN OPTION; IT'S THE LAW**

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of housing based on race, color, national origin, religion, sex, familial status and handicap/disability. April 2007 is the 39th annual celebration of Fair Housing Month and the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity is asking for your help in increasing community awareness regarding its fair housing rights. **Join our campaign and help spread the word!**

## **JOIN THE NATIONAL CALL TO ACTION**

*America's Affordable Communities Initiative*

America needs housing for its workforce. America's Affordable Communities Initiative presents 2007 Workforce Housing Southeast Regional Conference. Join HUD in the search for solutions. Save the date: June 20, 2007 in Louisville, Kentucky. There is no registration fee but space is limited. If you would like to receive more information please send an email to [workforceconf@hud.gov](mailto:workforceconf@hud.gov).

## **FUNDS AVAILABLE – APPLY NOW!**

Applicants are strongly encouraged to update their registration to avoid a last minute crush! HUD's Fiscal Year 2007 "SuperNOFA," a notice that makes available approximately \$2.4 billion in funding through 38 individual grant programs. This year's Super NOFA will continue the Department's push toward requiring nearly all grant applications to be submitted electronically. Applicants seeking funding through HUD's Continuum of Care homeless assistance programs will not be required to submit their applications electronically. Visit HUD's website: [www.hud.gov](http://www.hud.gov) to read more about available funds and deadlines for specific programs, as well as registration process.

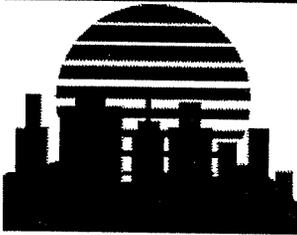
4/20/07 READ

## **INCOME LIMITS FOR FISCAL YEAR 2007**

HUD has just released the estimated median family income and income limits for Fiscal Year (FY) 2007. The estimates are based on OMB Metropolitan Statistical Areas (MSAs), and cover 530 metropolitan areas and 2,045 non-metropolitan areas in the U.S. and its territories. HUD's median income estimates are used as

R

CR 4/10/07



# — DATAGRAM —

a publication of the  
**FLORIDA LEAGUE OF CITIES, INC.**

March 15, 2007  
Vol. 34, No. 11

P.O. Box 1757 • Tallahassee, FL 32302-1757 • [www.flcities.com](http://www.flcities.com)  
(850) 222-9684 • 1-(800) 342-8112 • Suncom 278-5331

PLEASE COPY AND DISTRIBUTE TO ALL APPLICABLE PERSONS:

Mayor \_\_\_\_\_ All Council members \_\_\_\_\_ Managers \_\_\_\_\_ Clerk \_\_\_\_\_ Attorney \_\_\_\_\_ Finance Director \_\_\_\_\_

## Members: Stay Informed About Key City Issues During 2007 Legislative Session

The 2007 Legislative Session has begun, and it is a challenging one. We encourage all city officials to keep abreast of the issues affecting your city and then let your area lawmakers know how these issues impact you. The League provides up-to-date legislative information in a variety of ways. The *Legislative Bulletin* is sent to the membership every Friday during session. It gives timely information on key issues, their status, the League's position and action steps. The *Capitol Report* is a brief audio report that is updated and also available to members each Friday during session. This report is designed to provide the latest information on top priority issues and events occurring at the Capitol each week. It may be accessed online or by calling the League at 1-(800) 616-1513, ext 142. League members will also receive e-mail alerts on key issues, and they can get information by visiting [www.flcities.com](http://www.flcities.com). Remember to join us in Tallahassee for the Legislative Issues Briefing on March 27, 2007, and for Legislative Action Day on March 28, 2007. Come and learn more about the issues that will affect you, and then visit your lawmakers at the Capitol!

## 2007 Legislative Action Day

Register today! Legislative Action Day is just around the corner! This annual event will be held Wednesday,

March 28 at the Tallahassee-Leon County Civic Center. Don't miss this exciting program that features the latest breaking news and information on impending legislative proposals that will affect your city. Also find out the League's strategy for addressing this legislation. Hear from key legislators on an array of critical issues. There will also be a Legislative Issues Briefing for officials who arrive on Tuesday, March 27. Announcements have been mailed. There is no registration fee, but you must fill out the registration form in the announcement and return it to the League. Additional information, including a registration form, is available online at [www.flcities.com](http://www.flcities.com) under "News & Hot Links." Contact the League office at 1-(800) 342-8112 for more information.

## May/June Quality Cities News Briefs

Has your city recently started a new program, solved a problem or done something great? If so, let Mandy Rogers at the League know! She is compiling News Briefs for the May/June issue of *Quality Cities*, and wants to include photos and information about the great things League members are doing. E-mail her at [mrogers@flcities.com](mailto:mrogers@flcities.com), or call her at 1-(800) 342-8112 to submit your innovative solutions, successful programs or moments of pride.

## Institute for Civic Leadership

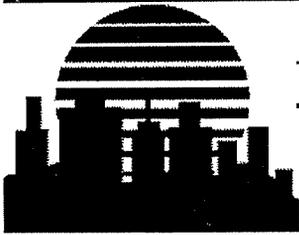
The League is sponsoring the "Institute for Civic Leadership" workshop

for any municipal official considering running for an open legislative seat in 2008. In 2008, 36 House seats and five Senate seats will be open due to term limits. This huge turnover in the Florida Legislature provides a unique opportunity for the League to help shape the face of the Florida Legislature well into the future. While the 2008 elections may seem far away, now is the time to start thinking about running for a legislative seat in 2008. Running for the Florida Legislature requires time, energy, effort and money. However, as a local elected official, you have a proven track record of civic involvement, seeking solutions to problems and dedication to public service. The League is proud of your service and wants to assist you in any way as you consider running. The first of a series of campaign-related educational seminars will be held April 9-10, 2007, in Tallahassee. A reception with legislative leaders and key members of the lobbying corps will be held on the evening of April 9. On April 10, a session called "Campaign 101" will run from 9:00 a.m. - 1:00 p.m., and will focus on getting your campaign up and running, selecting vendors, interviewing campaign managers and other important decisions you will need to make early on in the process. There is no charge for these events. Please RSVP by March 30, 2007, to Rose Hall at [rhall@flcities.com](mailto:rhall@flcities.com) or (850) 222-9684. The League looks forward to working with you as you embark on your campaign, and helping you organize and run a successful legislative campaign.

3/19/07  
J. Piland  
J. Piland

If you would like to be removed from the Datagram mailing list, please e-mail Jan Piland at [jpiland@flcities.com](mailto:jpiland@flcities.com) or fax her at (850) 222-3806

03/16/07



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Mayor \_\_\_\_\_ All Council members \_\_\_\_\_ Managers \_\_\_\_\_ Clerk \_\_\_\_\_ Attorney \_\_\_\_\_ Finance Director \_\_\_\_\_

## Institute for Civic Leadership April 9-10, 2007

The League is sponsoring the "Institute for Civic Leadership" workshop for any municipal official considering running for an open legislative seat in 2008. In 2008, 36 House seats and five Senate seats will be open due to term limits. This huge turnover in the Florida Legislature provides a unique opportunity for the League to help shape the face of the Florida Legislature well into the future. While the 2008 elections may seem far away, now is the time to start thinking about running for a legislative seat in 2008. Running for the Florida Legislature requires time, energy, effort and money. However, as a local elected official, you have a proven track record of civic involvement, seeking solutions to problems and dedication to public service. The League is proud of your service and wants to assist you in any way as you consider running. The first of a series of campaign-related educational seminars will be held April 9-10, 2007, in Tallahassee. A reception with legislative leaders and key members of the lobbying corps will be held on the evening of April 9. On April 10, a session called "Campaign 101" will run from 9:00 a.m. - 1:00 p.m., and will focus on getting your campaign up and running, selecting vendors, interviewing campaign managers and other important decisions you will need to make early on in the process. There is no charge for these events. Please RSVP by April 4, 2007, to Rose Hall at [rhall@flcities.com](mailto:rhall@flcities.com) or (850) 222-9684. The League looks forward to working

with you as you embark on your campaign and helping you organize and run a successful legislative campaign.

## Successful Citizen Advisory Boards and Committees Workshop

The Florida League of Cities and the Florida Conflict Resolution Consortium will present "Successful Citizen Advisory Boards and Committees," April 27, 2007, from 12:30 p.m. - 4:30 p.m. at the City of Lauderdale Lakes City Hall Complex and again on June 29 in St. Augustine and July 13 in DeFuniak Springs. Participants will learn how to channel conflict into constructive cooperation, solve seemingly impossible problems, save city dollars, build public and private support, build your political support and utilize citizen volunteer time productively. The Florida Conflict Resolution Consortium and the John Scott Dailey Florida Institute of Government at the University of Central Florida have designed this interactive workshop for elected officials, administrators and other leaders who want their citizen boards and committees to be more productive. Every participant will leave with new insights and the materials needed to make a difference. Contact Jan Piland at the League office for registration and other information at (850) 222-9684 or [jpiland@flcities.com](mailto:jpiland@flcities.com).

## 2007 Festival Listing Updates

The League is seeking 2007 festival listing updates from our members to be published in upcoming issues of

*Quality Cities* magazine. If you have any dates confirmed for 2007, please send them to the League – it's never too early! The May/June issue will contain listings for June and July. The deadline to be included in this issue is Wednesday, April 28. The festival listing is also posted to the League's Web site at [www.flcities.com/membership/festivals.asp](http://www.flcities.com/membership/festivals.asp). Festivals and events listed must be community-wide, city-sponsored events (cultural, educational, musical, etc.). Please submit your city's festival calendar to Liane Schrader at the League via e-mail at [lschrader@flcities.com](mailto:lschrader@flcities.com) or by fax at (850) 222-3806.

## League's Institute for Community Housing Program Seminars

There are three more Florida League of Cities Institute for Community Housing (ICH) Program seminars scheduled. "Funding 101" will be held June 15, 2007; "Preservation" will be held July 20, 2007; and a wrap-up session will be held August 15, 2007. The seminars will all be in Orlando. The League's ICH Program is a series of educational seminars facilitated by national and state housing experts. The seminar costs \$50 for each participant and includes breakfast, lunch and workshop materials. You may register online at [www.flcities.com](http://www.flcities.com) (see FLC Institute for Community Housing under "News & Hot Links") or contact Rose Hall at [rhall@flcities.com](mailto:rhall@flcities.com) to receive a registration form.

*PL Council  
Dorinda  
Dignified*

If you would like to be removed from the Datagram mailing list, please e-mail Erinn Streefer at [estreefer@flcities.com](mailto:estreefer@flcities.com) or fax her at (850) 222-3806

*3/30/07 CTW 4/16/07*

# Senator Paula Dockery

## This Week In The Senate

March 19-23, 2007



### Protecting Florida's Environment

Years of pollution and overdevelopment have damaged the unique ecosystem and diminished the natural beauty of the Florida Everglades, a national treasure. Restoring the Everglades is an important part of building Florida's future.

The Senate unanimously voted this week to devote an additional \$100 million to clean up and divert the waters north of Lake Okeechobee, America's second-largest lake, where much of the damage to the ecosystem begins. The plan also expands Florida's water protection programs to include the Caloosahatchee and St. Lucie Rivers, which feed into the Everglades. Storing, cleaning, and delivering more water to the Everglades will protect the water supplies and wildlife our children and grandchildren will use and enjoy for years. Our state is unique not only for its rare environment, but for the extraordinary steps Floridians have taken to protect it.

### Legislation filed on behalf of local governments passes first committee

Legislation that would prevent unexpected changes in the Florida Department of Transportation (DOT) Work Program passed the Senate Transportation committee on Tuesday. Senate Bill 2014, sponsored by Senator Dockery, was filed at the request of local governments in District 15. The bill would require the DOT to seek the approval of the Legislature for any amendment to the adopted FDOT Work Program which would delete or delay any project in the first three years if the project includes traffic capacity improvements.

Five year work programs are the result of an extensive planning process. Local governments and Metropolitan Planning Organizations (MPOs) spend months working with DOT officials to identify the most critical road projects and assemble a work plan of all the projects planned for the next five years. The work plan is then approved and funded by the Legislature. At any time in the year following the Legislature's approval, the DOT can amend the work plan, which is subject only to the approval of the Governor, the President of the Senate, the Speaker of the House, and the chairs of the legislative appropriations committee.

What has happened in the past two years is that the DOT is making extensive amendments to the work program that are either delaying or deleting projects altogether. These changes are being made with little or no input from the local governments.

This is a major problem. Once the five year work plan is approved, local governments begin counting on those road projects for their own local plans for growth management. Two years ago, the Legislature passed the comprehensive growth management bill, SB 360, which sent a message to local governments that they should base their planning decisions around the capacity and availability of local roads and other infrastructure. Local governments have complied - they are approving growth based on road projects in the work program, only to find that the DOT is changing the work program and the road project has been significantly delayed or removed altogether. Most of these road projects are included in the work program to begin with because they are already desperately needed.

Senate Bill 2014 will require the DOT to come back to the Legislature with any changes to the work program that would affect the traffic capacity improvements that our local governments depend on. This will allow Legislators to make sure that their local governments have been notified and are able to give input on projects before they are delayed or removed from the work program. Most importantly, this will ensure that the five year work plan is something that local governments can count on.

#### Committee Assignments:

Law & Justice Policy & Calendar Committee, Chair  
Military Affairs & Domestic Security, Chair  
Environmental Preservation  
Health Policy  
Transportation  
Education PreK-12 Appropriations  
Rules  
Public Service Commission Oversight

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Matt Hinton  
Richard Roy

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(888) 263-3672 Fax

Email: [dockery.paula.web@flsenate.gov](mailto:dockery.paula.web@flsenate.gov)

For more information on Senator Dockery or the Florida Senate, go to [www.flsenate.gov](http://www.flsenate.gov)

*pc: read 3/26/07 OTL 4/10*

# Senator Paula Dockery

## This Week In The Senate

March 26-30, 2007



Election Reform Press Conference

### Colt Creek State Park Development Money

In order to continue the infrastructure development of Colt Creek State Park in Polk County, the Department of Environmental Protection and the Governor recommended a \$3 million dollar appropriation specifically for Colt Creek. The House budget includes this appropriation, but it was not included in the Senate General Government Appropriations Budget. I intend to file an amendment to the Senate Budget when it is heard on the Senate floor during the week of April 9-13 to ensure that Colt Creek receives the funding it needs to continue developing into a premier State Park.

### Election Reform - Paper Trail

On Thursday, Senator Dockery held a press conference to applaud Governor Crist's new proposal for election reform, which creates a voter verifiable paper trail. The proposed language will be amended into Senate Bill 1174.

The proposal has three major parts.

- It replaces touch screen voting machines with optical scanners, proven to be reliable and ideal in recount situations.
- It creates a "ballot on demand" system, which produces an optical scan ballot for every early voting site.
- It meets the ADA and Help Americans Vote Act (HAVA), which requires a touchscreen system in every precinct, by providing for a printing device to be added to the required touchscreen systems and early voting sites.

In addition, the proposal requires an audit immediately following the certification of each election to insure that devices do not malfunctioned and results are reliable.

"Past elections have revealed the need for a new system for counting and recording votes in our state," Senator Dockery said. "I am excited to work with Governor Crist to make sure the results of every election in Florida are fair and accurate. These reforms will employ advancements in technology to give Floridians the confidence that their votes will count every time."

### Building Florida's Future

This week the Senate produced the first version of its budget. Despite our cooling economy and "tight" budget year, we are using it as a time of great opportunity. "Building Florida's Future" is an initiative based on purposeful and strategic spending of non-recurring funds on one-time projects. These investments will not encumber Florida with future costs, but instead, each dollar spent will result in a tangible return to the taxpayers of our State. We will take up the budget and vote on it during the week of April 9-13, and then the House and Senate will meet in conference to merge their budgets into one final budget.



Senator Dockery and Senate Page Julia Zimmerman from Lakeland

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(888) 263-3672 Fax

Email: dockery.paula.web@flsenate.gov

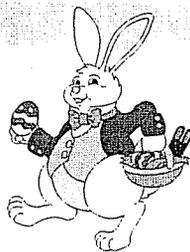
For more information on Senator Dockery or the Florida Senate, go to [www.flsenate.gov](http://www.flsenate.gov)

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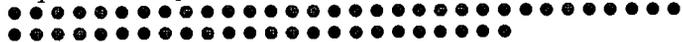
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# Health and Human Services



# April 2007

A Publication of the Hernando County  
Department of Health and Human Services



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# Health Observances

### National Public Health Week

April 2 – 8, 2007

American Public Health Association

Materials available; (202) 777-2742

Website: [www.apha.org/nphw](http://www.apha.org/nphw)

### National SAFE KIDS Week

April 28 – May 6, 2007

Safe Kids Worldwide

(202) 662-0600

Website: [www.safekids.org](http://www.safekids.org)

### National Volunteer Week

April 17 - 23, 2007

Points of Light Foundation

Materials available; (202) 729-8177

Website:

[www.pointsoflight.org/resources/volunteerresource/](http://www.pointsoflight.org/resources/volunteerresource/)

### National Child Abuse Prevention Month

April 1 - 30, 2007

Administration for Children & Families

Materials available; (800) 394-3366

Website: [www.childwelfare.gov/preventing](http://www.childwelfare.gov/preventing)

### Sexual Assault Awareness Month

April 1 – 30, 2007

National Sexual Violence Resource Center

Materials available; (877) 739-3895

Website: [www.nsvrc.org](http://www.nsvrc.org)

### Sjogren's Syndrome Awareness Month

April 1 – 30, 2007

Sjogren's Foundation

Materials available; (860) 521-2266

Website: [www.sjogrens.org](http://www.sjogrens.org)

# Community Events



## Easter Egg Hunt 2007

Hernando County Parks  
& Recreation Special Event

Bring your basket and come hunt amongst 10,000 hidden eggs. Bring your camera for a picture with the Easter Bunny.

Hernando County Recreation Department would like to invite you to the following event:

**When:** Saturday, March 31, 2007

**Time:** 9:00 AM 2-4 year olds

9:15 AM 5-7 year olds

9:30 AM 8-10 year olds

Remember, we start promptly at the times specified (by age group).

**Where:** Anderson Snow Park  
1360 Anderson Snow Road  
Spring Hill

**Cost:** Entire event is FREE of charge

For more information call 352-754-4031 or email Christie at [christiew@co.hernando.fl.us](mailto:christiew@co.hernando.fl.us)

## Big Brothers Big Sisters

### Annual Bowl for Kids' Sake

Big Brothers Big Sisters, a premier youth mentoring organization serving Hernando, Citrus and Pinellas counties is hosting its annual Bowl for Kids' Sake.

**When:** April 7, 2007

**Where:** Mariner Lanes  
3544 Mariner Boulevard  
Spring Hill, FL



The event has been held nationwide for more than 20 years.

Last year, bowlers raised more than \$20,000 in Hernando County.

To register as a bowler, team captain or sponsor, call 684-7904, or visit [www.bbbspc.org](http://www.bbbspc.org).

3/30/07 80 lead  
C20 4/1/07

April 2007

## Inside This Issue:

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## Did You Know?

- Emery Thompson Machinery offers virtual product training and provides training-all around the globe from their location at the Hernando County Airport.
- More than \$32,000 was awarded for training grants to Hernando County businesses in the 2005-2006 fiscal year.

Email your company  
Fast Facts to:  
heather@hernandochamber.com

## Awards & Installation Banquet

Each year, the Greater Hernando County Chamber of Commerce honors a group of citizens and local businesses who are Chamber members; for their unique service and success within Hernando County. The Chamber of Commerce is proud to recognize them for their support and dedication to our community. Do you know a business or individual that you feel has done an excellent job in 2006? If so, see the insert in this month's Canopy or go to the Chamber website at [www.hernandochamber.com](http://www.hernandochamber.com) and download a nomination form. Fill it out and fax to 352-796-3704. Don't be shy; you can even nominate yourself! The award categories are Business of the Year, Chamber Service Award, Government Service Award, Citizen of the Year Award and Entrepreneur of the Year. This night also includes the installation of the Greater Hernando County Chamber of Commerce 2007-2009 Board of Directors. The current Chairman of the Board, Mickey Smith will be passing the gavel to Lori Bainum, Chairman of the Board 2007-2008. So mark your calendars for Friday, June 8, 2007 to join us at the Palace Grand. Social hour begins at 6 p.m. with dinner at 6:45 p.m. For more information about this event, please contact Carla Hayes at 796-0697, ext. 15.

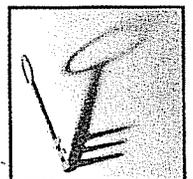
## Keys to Success

The 3<sup>rd</sup> Annual Keys to Success Event presented by the Greater Hernando County Chamber of Commerce will be held on May 18<sup>th</sup> at Silverthorn Country Club from 8:30 am to Noon.

This fantastic business educational opportunity is perfect for all existing business owners and their employees as well as those new to business or thinking of opening their own company.

Lively panel discussions with question and answer opportunities will be held on topics such as:

- Understanding the Local Changing Market
- Internet Advertising & Web Design
- Record Keeping for Small & Medium Sized Businesses
- Public Speaking & Presentations
- SCORE Business Counseling Services



The Business Assistance Committee of the Greater Hernando County Chamber of Commerce encourages you to attend and help your business continue to grow and prosper by attending this seminar. Space is limited so contact the Chamber at 352-796-0697 to purchase your tickets. The cost is just \$25 in advance and \$35 at the door.

**See the New Members on Page 8-9!**



# from the Road

April 1, 2007

## This Side Of The Resurrection

\*\*\*\*\*

*Then Peter said, "Silver or gold I do not have, but what I have I give you. In the name of Jesus Christ of Nazareth, walk." Taking him by the right hand, he helped him up, and instantly the man's feet and ankles became strong. He jumped to his feet and began to walk. Then he went with them into the temple courts, walking and jumping, and praising God. Acts 3:6-8*

\*\*\*\*\*

\*Two thousand years this side of the Resurrection, people continue to try to buy remedies for the emptiness and hurts in their lives. Medication is prevalent at all levels of society from young children to senior citizens. Advertisements offer workshops on how to better manage your time, your children and your employees. Exercise is extolled as the best remedy for health and stress problems in life. Yet many athletes fall down dead two or three steps into their workout regimens. Hospitals offer counsel and medications to thousands stricken with the disease of alcoholism or AIDS. If you talk with many of the people in these groups, you will find many who remain uncured, dissatisfied or unaffected by their commitments of time and money to these fixes. We stroll through life among the walking-wounded. We watch as they stagger from prescription to prescription wondering to ourselves, "What can I give them to help?"

\*The men and women we help have similar needs. Many have self-medicated themselves with alcohol or drugs because of the stress and trauma they know not how to address. Alienated by family and friends, ignored by authorities and invisible to many churches, they walk the streets or make their homes in the woods. They wonder how their life could have come to this. Talking to others in the same boat they find little encouragement or direction for relief of their situation. Some find their way to a shelter in other communities, but quickly find the inside of those shelters are more dangerous and addicting than the streets or woods they left behind.

\*Each day this side of the Resurrection we rejoice in the abilities given us for dealing with life's frustrations and disappointments. We have the power of God working in us. Don't we? Because of the resurrection of our Savior, we know we are forgiven. We are equipped by God Himself to meet every challenge, disappointment, and joy in life. More important than that, we have been charged by God to share what He has given us. We can offer it to the least and lost around us. You have what your neighbor next door needs. You know the person of Christ that your co-worker has never trusted but whom you are able to share over lunch.

\*What we have to offer can never be purchased. There is not enough money in all our retirement accounts to pay for Christ's sacrifice. Our gift for the hurting is the very God who has healed our own hearts and given us the gift of faith in His son, Jesus Christ. The message of God's love of us is measured in the blood shed by Christ at Calvary. Join with us in celebrating the work of taking the needy by the right hand, help them up, and watch God bring strength back to their body and soul. Together we will enter into the presence of God walking, jumping and praising His goodness to us this side of the Resurrection.

In His Grace,

Pastor Bruce

[www.Jericho-Road.net](http://www.Jericho-Road.net)

*DN 4/10/07*

A handwritten signature or set of initials, possibly 'B', written in dark ink.

# O F F I C I A L N O T I C E

## Proposed Changes to Bylaws

### A Message From Your General Manager



Dear Member,

I hope you will take a few minutes and read the enclosed important information. As a Member/Owner of Withlacoochee River Electric Cooperative, you enjoy certain rights. The Cooperative bylaws of this organization ensure that these rights are protected and outline how your business is operated.

From time-to-time changes in the bylaws are called for. Enclosed with this letter is a formal detailed description of the proposed addition and I would like to offer my explanation of these proposed changes and why I would encourage you to approve the adding of this section to your Cooperative's bylaws.

Section 1.10 is to be added after section 1.09 and before Section 2.01.

The addition of this bylaw will help your Cooperative safely and economically connect equipment such as Member owned large generators and large solar arrays and other large electrical equipment designed to generate energy back into your Cooperative's electric system. This bylaw does not target the use of typical small emergency member owned generators.

Attached is a complete copy of the bylaw without comment. Following is an informal explanation of the proposed bylaw with my comments and opinions underlined in blue ink.

#### SECTION 1.10. Member Owned Equipment

**A. Connections to Cooperative Equipment.** Except as otherwise provided by the Board, before member equipment is connected to Cooperative's equipment, the Cooperative must approve the connection in writing. Before and while member equipment is connected to Cooperative equipment, the member:

- (1) shall comply with, and shall ensure that the member equipment, the connection, and any act or omission regarding the member equipment and the connection shall comply with the terms, conditions, requirements, and procedures required by the Cooperative regarding the member equipment and the connection (Member Owned Equipment Policy);

Section A. (1) ensures that any member owned equipment must comply with this section of the bylaws and the Cooperative's Service Rules and Regulations, if approved.

- (2) shall comply with, and shall ensure that the member equipment and the connection do not adversely impact the Cooperative's ability to safely, reliably, and efficiently operate the Cooperative or provide a Cooperative service;

04-02-07 12:09 IN

P.C. Head

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy Partner

CRW 4/14/07

# Property Tax Clips: March 23, 2007 (Friday)

## Local officials get disappointing news from state government

Bonita Daily News By Michael Peltier

March 23, 2007

TALLAHASSEE — Facing potential tax cuts, leaders from Southwest Florida brought their case to the state Capitol on Thursday for a day of lobbying that brought home the tight spot local governments may soon find themselves in.

Members of the regional coalition canvassed the Capitol with meetings that included sessions with regional state lawmakers, some agency officials and Republican leaders including House Speaker Marco Rubio, Senate President Ken Pruitt and Lt. Gov. Jeff Kottkamp.

Armed with reams of local budget data highlighting their fiscal frugality and effects of proposed cuts, local officials pleaded their respective cases that local governments have not been cavalier in their spending. Instead, they are responding to skyrocketing growth, higher costs and constituent demands.

"I don't think anyone truly understands the true scope of the collateral damage that could occur," said Naples Assistant City Manager Chet Hunt.

Despite the data, the entourage received some unpleasant news: Property tax cuts are likely to happen in the months ahead and tight budgets already being crafted by state lawmakers will include few frills.

"I am more concerned now than I was this morning," said Collier County Commissioner Jim Coletta after the day's final session.

The Collier delegation included Commissioners Coletta, Frank Halas and Donna Fiala, Naples Councilman John Sorey, and several staff members with Collier and Naples governments. Lee County Commissioners Tammy Hall, Ray Judah and Frank Mann also made the trip.

Meeting in the morning with Rep. Mike Davis, R-Naples, the group was told that proposals to conduct a study on red-light running and mandatory seat belt use do not have support in the Senate and will likely not pass.

Other issues including red tide research funding will depend on how well the issues survive the budget process at a time when money is exceptionally tight.

During a meeting with Pruitt, members reiterated their concern over property tax cuts, including a House plan to drastically reduce property taxes and replace lost revenue by increasing the state sales tax.

"We don't quite buy what we're hearing in the House that there is a crisis," said Keith Arnold, a former legislator who lobbies for Collier and Lee counties. "But we realize there are inequities in the system. We know we need to be part of the solution."

Pruitt deflected property tax questions to Sen. Mike Haridopolos, R-Indianapolis, and the Senate's anointed point person on property tax issues, but said the Senate must approve early House proposals to eliminate or strictly reduce local property taxes.

Senior members, including Senate Democratic leader Sen. Steven Geller, D-Hallandale Beach, have expressed little interest in a dramatic sales tax increase.

"The House is the architect," Pruitt said. "We are the master builders."

*Revised*

*g*

*3/27/07 00:41:10*



Home > Police Enforcement > Parking Tickets > Florida: City to Seize Homes Over a \$5 Parking Ticket

PRINTER-FRIENDLY EMAIL TO A FRIEND

3/22/2007

Related News

New York City Workers Abuse Official Parking Permits

Florida: City to Seize Homes Over a \$5 Parking Ticket

Toronto, Canada Pursues Twenty Year Old Parking Tickets

Dallas Parking Ticket Quota Exposed

UK: No Parking Lines Painted Under Parked Car

Florida: City to Seize Homes Over a \$5 Parking Ticket

Brooksville, Florida proposes to foreclose homes and seize cars over less than \$20 in parking tickets.

The city council in Brooksville, Florida voted this week to advance a proposal granting city officials the authority to place liens and foreclose on the homes of motorists accused of failing to pay a single \$5 parking ticket. Non-homeowners face having their vehicles seized if accused of not paying three parking offenses.



According to the proposed ordinance, a vehicle owner must pay a parking fine within 72 hours if a meter maid claims his automobile was improperly parked, incurring tickets worth between \$5 and \$250. Failure to pay this amount results in the assessment of a fifty-percent "late fee." After seven days, the city will place a lien on the car owner's home for the amount of the ticket plus late fees, attorney fees and an extra \$15 fine. The fees quickly turn a \$5 ticket into a debt worth several hundred dollars, growing at a one-percent per month interest rate. The ordinance does not require the city to provide notice to the homeowner at any point so that after ninety days elapse, the city will foreclose. If the motorist does not own a home, it will seize his vehicle after the failure to pay three parking tickets.

Any motorist who believes a parking ticket may have been improperly issued must first pay a \$250 "appeal fee" within seven days to have the case heard by a contract employee of the city. This employee will determine whether the city should keep the appeal fee, plus the cost of the ticket and late fees, or find the motorist not guilty. Council members postponed a decision on whether to reduce this appeal fee until final adoption of the measure which is expected in the first week of April.

The full text of the ordinance is available in a 605k PDF file at the source link below.

Source: Ordinance No. 743 (Brooksville, Florida City Council, 3/19/2007)

Search [Go]

View Main Topics:

Camera Enforcement [go]

Back To Front Page

Permanent Link for this item Return to Front Page

Handwritten notes: \* EN MASSE AS EMAIL OF POSITION TO PARKING ORD - 4/2/07 AGENDA

Handwritten date: 3/27/07

Handwritten notes: P.C. City Clerk, \* 3/27/2007

Handwritten signature or mark

### Committee Meetings

4/03 Tuesday, 8 am  
Honor Student Committee Meeting  
Spring Hill Chamber Office

4/04 Wednesday, 9 am  
Public Relations Meeting  
Times Building

4/09 Monday, 5 pm  
Diplomats Meeting  
Best Western Weeki Wachee

4/10 Tuesday, 9 am  
Alumni Committee Meeting  
Spare Time Sports Bar & Eatery

4/11 Wednesday, 7:30 am  
Executive Board Meeting  
Oliver & Company

4/11 Wednesday, 8 am  
Education Committee Meeting  
Country Kitchen

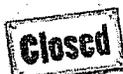
4/11 Wednesday, 9 am  
Liaison Task Force Meeting  
Robert A. Buckner & Assoc

4/18 Wednesday, 7:30 am  
Board Of Directors Meeting  
Capital City Bank-Spring Hill

4/18 Wednesday, 2 pm  
Building Committee Meeting  
CenterState Bank

4/19 Thursday, 11 am  
Business Assistance Meeting  
Capital City Bank-Spring Hill

4/19 Thursday, 4:30 pm  
Membership Meeting  
Spring Hill Chamber Office



Chamber Offices Closed  
April 6, 2007  
In Observance of  
Good Friday

### MEMBER ACTIVITIES

4/13 Friday, 12 pm  
Networking at Noon  
Pickled Parrot  
5526 Commercial Way  
\$10 pp, \$15 at the door  
RSVP to 796-0697, ext. 18  
by 4/11

4/19 Thursday, 5:30 pm  
After Hours Mixer  
Sponsored by HealthSouth  
Rehabilitation Hospital of  
Spring Hill  
12440 Cortez Blvd.,  
Brooksville

4/25 Wednesday, 7:15 am  
Breakfast Meeting  
Sponsored by:  
Florida Insurance Brokers  
Silverthorn Country Club  
Members \$12  
Non-Members \$15  
Speaker: Mark Berry-ARC  
Nature Coast  
Topic: Employing Persons  
With Disabilities

4/02 Monday, 11:30 am  
Ralphie's Salon -  
A Salon Experience  
13167 Spring Hill Drive  
Spring Hill, FL 34609  
Ralph DeCristofaro, 683-0111

4/03 Tuesday, 6 pm  
Oak Hill Hospital  
Cath Lab-First Floor  
11375 Cortez Blvd.  
Brooksville, FL 34613  
Richard Linkul, 597-6383

4/05 Thursday, 11:30 am  
Jewelman  
20118 Cortez Blvd.  
Brooksville, FL 34601  
Sean Hagan, 544-8422

### SPECIAL EVENTS

**Government Affairs Meeting**  
Wednesday, April 4<sup>th</sup> 12 pm  
Topic: Sierra Properties/Hickory Hill  
\$10 per person  
Country Kitchen  
20133 Cortez Blvd., Brooksville

**New Residents Reception**  
Thursday, April 12<sup>th</sup> 5:30 pm - 7 pm  
Sponsored By: Withlacoochee River  
Electric Co-Op, Inc.  
Venue Sponsor: Weeki Wachee  
Springs Attraction  
Outdoor tables available  
Call Patty at 796-0697, ext. 18

**33<sup>rd</sup> Annual Honor Student Banquet**  
"Cruising To Success"  
Thursday, April 26<sup>th</sup> 6 pm - 9 pm  
Palace Grand, 275 Della Ct., Spring Hill  
To sponsor a student contact  
Carla Hayes at 796-0697, ext. 15

### Ribbon Cuttings

4/09 Monday, 11:30 am  
ADT Security Services, Inc.  
Spring Hill Chamber Office  
4044 Commercial Way  
Spring Hill, FL 34606  
Julio Hurtado, 727-505-2858

4/11 Wednesday, 11:30 am  
Candy Bouquet #5210  
6139 Deltona Blvd.  
Spring Hill, FL 34606  
Terry Majewski, 596-7522

4/16 Monday, 11:30 am  
Somebody's Secret  
414 E. Liberty Street  
Brooksville, FL 34601  
Desirie Wylie, 754-2422

4/18 Wednesday, 11:30 am  
Spring Hill Beauty Academy  
1486 Pinehurst Drive  
Spring Hill, FL 34606  
Georgia Sosa-Fong,  
727-847-6855

4/23 Monday, 11:30 am  
Sentry Title, Inc.  
19235 Cortez Blvd  
Brooksville, FL 34601  
William Crawford, 797-7742

Brooksville Office

101 East Fort Dade Avenue, Brooksville, FL  
Phone (352) 796-0697 Fax (352) 796-3704

www.hernandochamber.com

\* COB BUSINESSES

Spring Hill Office  
4044 Commercial Way, Spring Hill, FL  
Phone (352) 686-5097 Fax (352) 686-4194

3/28/07 JA CW 4/16/07

Greater  
Hernando  
County  
**CHAMBER  
OF COMMERCE**  
STEP UP TO SUCCESS

## Week of April 2 - April 6

When planning your calendar for the week, include these upcoming events.  
Please join us and take advantage of these wonderful marketing opportunities!

**Closed**

Chamber Offices Closed  
April 6, 2007  
In Observance of  
Good Friday

### SPECIAL EVENTS

**Government Affairs Meeting**  
4/04 Wednesday, 12 pm

Topic: Informational Gathering Session Regarding Hickory Hill  
Country Kitchen  
20133 Cortez Blvd., Brooksville  
Reservations Only 796-0697, ext. 18  
\$10 per person

### UPCOMING EVENTS

#### Honor Student Banquet

"Cruising To Success"  
Thursday, April 26, 2007  
6pm-9pm-Palace Grand

#### Searching for the Stars

Annual Awards & Installation Banquet  
Friday, June 8, 2007-Palace Grand  
Sponsorships are Available  
Contact Carla at 796-0697 ext. 15 or by  
e-mail [carla@hernandochamber.com](mailto:carla@hernandochamber.com)

#### Leadership Hernando 2007

A unique program designed to  
educate and challenge the  
current and emerging leaders  
of Hernando County  
For more information or  
an application call  
796-0697 ext. 18

### RIBBON CUTTINGS

4/02 Monday, 11:30 am  
Ralphie's Salon  
13167 Spring Hill Drive  
Spring Hill, FL 34609  
Ralph DeCristofaro, 683-0111

4/03 Tuesday, 6 pm  
Oak Hill Hospital Cath Lab-First Floor  
11375 Cortez Blvd.  
Brooksville, FL 34613  
Richard Linkul, 597-6383

4/05 Thursday, 11:30 am  
Jewelerman  
20118 Cortez Blvd.  
Brooksville, FL 34601  
Sean Hagan, 544-8422

\*

CcB  
BUSINESS

### COMMITTEE MEETINGS

4/03 Tuesday, 8 am  
Honor Student Committee  
Spring Hill Chamber Office

4/04 Wednesday, 9 am  
Public Relations Committee  
Times Building

### RADIO SHOW

"The Business Edge" Radio Show WWJB 1450 AM  
Join us Monday, April 2nd, 1:30 - 2 pm  
Pat Crowley will be interviewing  
Carla Hayes/Vince Vanni - New Residents Reception

pc lead  
Steve  
3/30/07  
CW 4/1/07

Radio Show Sponsored By: AutoWay Ford, Lincoln-Mercury of Brooksville, Cortez Community Bank,  
HealthSouth Rehabilitation Hospital of Spring Hill, and WWJB 1450 Radio

JP

Brooksville Office  
101 East Fort Dade Avenue  
Brooksville, FL 34601  
Phone 796-0697 Fax 796-3704

[www.hernandochamber.com](http://www.hernandochamber.com)

Spring Hill Office  
4044 Commercial Way  
Spring Hill, FL 34606  
Phone 686-5097 Fax 686-4194

# City of Brooksville



(352) 544-5400 (Phone)

(352) 544-5424 (Fax)

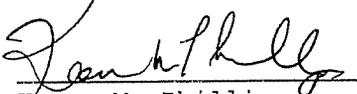
(352) 544-5420 (TDD)

## PUBLIC NOTICE

### City of Brooksville Community Redevelopment Agency (CRA) Report Available

In accordance with S. 163.356(3)(c), Florida Statutes, the City of Brooksville CRA has developed the annual report of its activities for the preceding fiscal year, including a complete financial statement setting forth assets, liabilities, income, and operating expenses as of the end of fiscal year 2006. This report has been filed with the City Clerk and is available for inspection during business hours in the office of the Clerk, located at City Hall, 201 Howell Avenue, Brooksville, Florida, phone number (352) 544-5407. In addition, the report is available in the Brooksville Community Development Department, located at the same address referenced above; phone number (352) 544-5430.

CITY OF BROOKSVILLE

By:   
Karen M. Phillips  
City Clerk

FILE NO.: 2007-09

KMP/jlp

PUBLISH: FRIDAY, MARCH 30, 2007 (Hernando Section Only)

NOTICE TO PAPER: PLEASE RUN SMALLEST LEGAL AD (COL IN) POSSIBLE IN HERNANDO SECTION ONLY AND PROVIDE TWO (2) AFFIDAVITS OF PUBLICATION UPON COMPLETION.

*cc: Council  
Brown  
CTN 3/14/07  
SP 3/15/07*

*3/30/07*

City of Brooksville



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

**CITY OF BROOKSVILLE  
PUBLIC SERVICE ANNOUNCEMENT**

**DUE TO THE GOOD FRIDAY HOLIDAY, ON FRIDAY, APRIL 6, 2007.  
THE FOLLOWING CHANGES HAVE BEEN MADE IN THE GARBAGE  
COLLECTION SCHEDULE:**

\*\*\*\*\*

**RESIDENTIAL CUSTOMERS**

**Thursday, April 5, 2007 pickups will be on Wednesday, April 4, 2007.**

**Friday, April 6, 2007 pickups will be on Thursday, April 5, 2007.**

\*\*\*\*\*

*pc: COUNCIL  
SB/KP  
DEPT. HEADS/MEDIA  
POST*

*3/30/07*

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*8*

*cta 4/16/07*

This workshop is intended to inform  
the community and policymakers  
about stormwater.

**DATE**

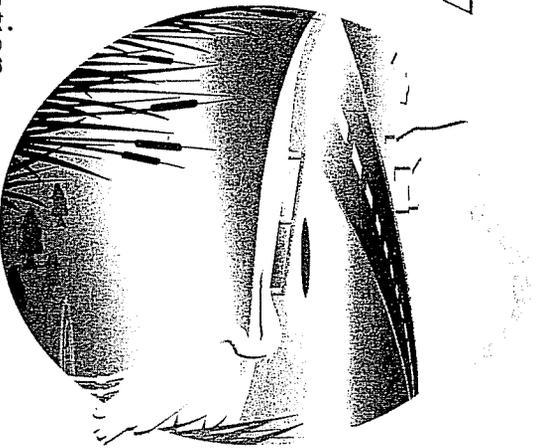
Thursday, May 10, 2007

**TIME**

8:30 a.m. to 4:00 p.m.

**LOCATION**

Sand Hill Scout Reservation  
11210 Cortez Boulevard  
Brooksville, Florida 34613



Please respond by May 1st, 2007

8:30 a.m. to 9:00a.m. Registration

9:00 a.m. Opening Remarks: Tommy Bronson, Hernando  
County Groundwater Guardian

“Arriving Curious” Eric Livingston, Department of  
Environmental Protection, Tallahassee, FL  
What is stormwater? Why is it important?

“Real Solutions in a Real World” Joe King, Architect, River  
Forest, Bradenton, FL  
Challenging solutions to challenging problems.

“Under our Feet” Harley Means, Florida Geological Survey,  
Tallahassee, FL  
Follow the flow of stormwater as it travels through the gateway  
to the aquifer and emerges from our natural springs.

Lunch (provided)

“Leave Inspired” Wes Skiles, Karst Productions, High Springs, FL  
After enjoying lunch, filmmaker, explorer and adventurer, Wes  
Skiles, will inspire you to action! What can you do? What role  
do you play? Can one person make a difference? You will find  
out that you have an important part to play in this cycle. Leave  
inspired!

**Bonus!!!**

The Local Connection: Learn what is happening in your own  
area! With information from Hernando County and the  
Southwest Florida Water Management District, you arrived  
curious and will leave inspired.

EN 4/16/07  
P