

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

AGENDA

AUGUST 20, 2007

6:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. BROOKSVILLE HOUSING AUTHORITY HEARING

1. Continuance of hearing to discuss possible removal of Brooksville Housing Authority Board Members.

D. CONSENT AGENDA

7:00 P.M.

1. Minutes

August 1, 2007 Budget Workshop

2. Department of Corrections - Work Crew Contract #WS407

Consideration of Contract #WS407, which replaces #WS184, renewing the agreement with the Florida Department of Corrections effective November 5, 2007 through November 4, 2008 for a City paid prison crew for \$55,777, budgeted in Account No. 001-019-541-53400.

Staff Recommendation: Council to approve contract with Department of Corrections for work crew services in amount of \$55,777 for FY2007/08.

3. Fire Department Surplus Equipment

Consideration to surplus 1996 Essi Flood Light Trailer, ID #263, Title #72044779 and Tag #067523.

4. Historical Advisory Commission Appointment

Recommendation to the Board of County Commissioners for appointment to the Historical Advisory Commission.

5. Police Radio Equipment Purchase

Consideration of approval for purchase of police equipment in the amount of \$17,185.32, with funds available in Law Enforcement Impact Fees Fund #119.

Staff Recommendation: Council to approve the purchase.

6. Good Neighbor Trailhead

Amendment to Grant Agreement with the Department of Environmental Protection (FRDAP Grant #F50213) to extend construction date for the Good Neighbor Trailhead for one(1) year, to conclude September 30, 2008.

Staff Recommendation: Council approval of attached amendment.

7. Withlacoochee Regional Water Supply Authority Grant Agreement

Authorization for Council approval and for Mayor to sign agreement for acceptance of grant in the amount of \$19,933 to be used at the Hope Hill well site to install pumping equipment. Funds included in

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the FY2007/08 budget.

CONSENT AGENDA APPROVAL (✓)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Director of Public Works dated 07/26/07; 3) Memo from Fire Chief dated 07/31/07, Copy of Title; 4) Memo from Director of Administration dated 08/13/07; 5) Memo from Police Chief dated 08/13/07; 6) Memo from Redevelopment Coordinator dated 08/10/07, Letter from FDEP dated 08/03/07, Amendment; 7) Memo from Director of Public Works dated 08/09/07

E. PRESENTATIONS

1. Veterans Appreciation Parade

Consideration of waiver of requirements for parade permits and insurance.

Presentation: Anna Liisa Covell
Attachments: Letter from Anna Liisa Covell dated 08/10/07; Temporary Street Closure Application; Map

2. Retirement Proclamation - Juan Antonio Aulet

Proclamation commemorating almost 13 years of service.

Presentation: Mayor
Attachment: Proclamation

F. PUBLIC HEARING

1. Resolution No. 2007-13 Vacation of Right-of-way for Saxon Avenue

Consideration of resolution to vacate right-of-way.

Presentation: Director of Community Development
Recommendation: Approve or Direction to Staff
Action: Motion to approve
Attachments: Memo from Director of Community Development dated 08/07/07, Resolution, Conceptual Site Drawing, Correspondence

G. REGULAR AGENDA

1. Resolution No. 2007-14 SBA Investment Account

Consideration of Resolution authorizing the City Manager to serve as the Administrator for the SBA Account.

Presentation: Director of Finance Baumgartner
Recommendation: Approve Resolution upon Roll Call Vote
Action: Motion to approve
Attachments: Memo from Director of Finance Baumgartner dated 08/09/07

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2. **Policy No. 4-2007 - Comprehensive Plan Land Use Amendment**
Consideration of a policy providing notification to property owners in the vicinity of property where a land use change is being requested.

Presentation: Director of Community Development
Recommendation: Approve or Direction to Staff
Action: Motion to approve
Attachments: Memo from Director of Community Development dated 07/20/07, Policy

3. **Audit Services Contract**
Consideration of extension of contract for audit services with Oliver & Joseph.

Presentation: Director of Finance Baumgartner
Recommendation: Approve for Staff to negotiate a 1-year contract for the FY 2006/07 Audit

Action: Motion to approve
Attachments: Memo from Director of Finance Baumgartner dated 08/09/07

4. **Gehring Group - Agent of Record**
Piggyback for employee group benefit consultant/agent of record services with the Gehring Group.

Presentation: City Manager
Recommendation: City Manager to Appoint Gehring Group
Action: Motion to approve
Attachments: Memo from City Manager dated 08/10/07

5. **Extension of Water & Sewer Lines out US 41 South**
Consideration of options for participating in the cost with the developer.

Presentation: Director of Public Works
Recommendation: Approval of cost sharing with Option 2 plus up sizing costs in the amount of \$261,700

Action: Motion to approve with Direction to Staff to proceed with processing a Utility Service Agreement and authorizing City Manager to sign

Attachments: Memo from Director of Public Works dated 08/08/07, Developers cost estimates and location sketches

6. **Appointment(s) to the Brooksville Housing Authority Board.**
Consideration of appointing members to the Brooksville Housing Authority to fill vacant positions.

Presentation: Mayor
Recommendation: Confirm Appointments
Action: Motion to approve
Attachments: List of Applicants; Copies of Amended Applications

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- H. ITEMS BY COUNCIL
- I. CITIZEN INPUT
- J. 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. 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
 BUDGET WORKSHOP MEETING
 MINUTES**

AUGUST 1, 2007

6:00 P.M.

Brooksville City Council met in special session with Mayor David Pugh, Vice Mayor Frankie Burnett and Council Members Joe Bernardini, Lara Bradburn and Richard E. Lewis. Also present were David LaCroix, City Attorney; T. Jennene Norman-Vacha, City Manager; Karen M. Phillips, City Clerk/Director of Administration; Janice L. Peters, Deputy City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; Frank Ross, Interim Police Chief and Tim Mossgrove, Fire Chief. Members of the media were also present.

CALL TO ORDER

The meeting was called to order by Mayor Pugh.

2007-2008 BUDGET

Review of preliminary Revenue and Expenditure projections for 2007-2008 Fiscal Year.

City Manager Norman-Vacha gave a review of the preliminary budget and items listed in her memo for direction from Council, which Director Baumgartner elaborated on as well. He also reviewed the money on hand, stating that he had done an analysis following statements in the media that Cities have too much money. He indicated that he does not feel the City has too much excess cash, which he estimated to be about 10% and felt to be a little low. Research indicated that Suntrust and GFOA felt Cities should have between 5% and 15% of operating expenses, or two months worth in reserves. The City's Financial Advisor recommended, for a good investment rating that the City should have between 20% and 30% of annual revenues in reserves for bond rating purposes. Moody's did a survey in 2005 which indicated that the average of Cities across the country had unreserved General Fund balances of 17.2%. Taking into consideration other funds within General Fund, special revenue and capital funds, which are restricted by Council, the City's reserves go up to 16%.

Council Member Bradburn asked how many operating days the 10% reserves would cover, which Director Baumgartner indicated about 1½ months.

City Manager Norman-Vacha continued her review of the changes made.

Vice Mayor Burnett asked for confirmation that the utility vehicles could be used for 7-10 years, which Director Pierce indicated to be so.

Mayor Pugh requested more information on the proposed take-home vehicle policy. Council Member Bradburn requested the type and style of purchasing those vehicles be included as well.

Vice Mayor Burnett, referencing page 6-A, asked for clarification that the proposed staff has not included any layoffs, which City Manager Norman-Vacha affirmed.

Referencing page 6, on the issue of benefits, Council Member Bradburn asked if there is a more clear picture of where we are. City Manager Norman-Vacha advised that she is working on that, which will be in the final budget.

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A brief discussion of the recommended pay plan reduction to 3% ensued, Council was in agreement of the reduction, but option of 3% merit versus cost of living will be researched.

Council Member Bernardini elaborated on the issue of garbage pickup and the need for considering cost savings by privatization.

Mayor Pugh advised that the Quarry should probably not be privatized, stating that had been done before and did not work out. Vice Mayor Burnett did not advise privatization for things the City needs to stay in control of. Council Member Bradburn elaborated on the issue of privatization as well.

A brief discussion of BERT and the need for it followed, in which Mayor Pugh felt that the City's services are more than capable of responding to an emergency situation without BERT, which Chief Mossgrove elaborated on.

Discussion of the feasibility of keeping the occupational licensing business tax followed, which Director Geiger clarified and recommended the City become more involved in Certificate of Use to ensure proper usage of properties. All were in agreement to do away with the occupational license in lieu of a certificate of use for a \$10.00 one time only fee.

Council was in agreement with researching all cost-saving suggestions made by City Manager Norman-Vacha, including the repeal of the Business Tax Ordinance, which will be brought back.

Vice Mayor Burnett asked, in reference to the Founders Day and Christmas Festival, that consideration be given not to discontinue these. City Manager Norman-Vacha elaborated on the costs, which were discussed.

It was noted that the footnotes need to be revised throughout.

Moving on to each division, the following items were recommended:

Page 4 Tree Removal Permit

Council Member Bradburn stated she would like this fund to be used to replenish the canopy trees. She recommended investing the money up the amount available.

Director Baumgartner indicated that on page 52 the Tree/Streetscaping fund has around \$50,000 in it, which may be used for that.

Page 13 General Fund

It was noted that the footnotes need to be revised throughout.

Page 15 City Council

Vice Mayor Burnett noted that there were no funds for Travel & Per Diem or Training and Education and felt continued training and education is vital for Council to attend and recommended moving the clothing and uniforms allowance to training. He also asked about communication, which City Clerk Phillips indicated is for the phone system.

Mayor Pugh indicated he would be willing to give up per diem. City Manager Norman-Vacha to put money back in Travel & Per Diem.

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Page 17 Administration

City Clerk Phillips indicated travel for employees has been removed as well as training and education. Council Member Bradburn asked about Other Contractual Services and Contract Labor. City Clerk Phillips indicated Other Contractual Services could be removed. It was noted that the footnote needed to be updated. Vice Mayor Burnett again felt training and education should be included. City Clerk Phillips indicated she will look at adding funds to Training & Education and Travel & Per Diem.

Page 20 Human Resource

It was noted that the footnote and starting pay for the H.R. Director is \$50,967 and should be verified.

Page 22 Community Development

Council Member Bradburn reviewed the need for staffing in this area, referencing the need to look at alternatives, such as coordinating efforts with the County Office of Business Development. Mayor Pugh indicated he would rather see the P&Z Coordinator position filled than to coordinate with the County. Director Geiger elaborated on the positions and the work being done in that department, which was discussed in detail, as well as prioritizing the Certified Planner position to reduce Contract Labor costs.

Page 24 Finance Dept.

Director Baumgartner advised that the footnote for Contractual Services will be changed.

Page 26 Police Dept.

Chief Ross elaborated on the need for two Lieutenants as well as revamping the department. Council Member Bradburn felt the new Chief should be given the opportunity to make decisions about increasing positions. Mayor Pugh felt adding another Lieutenant would be a perfect opportunity to promote from within. Discussion followed.

Chief Ross indicated that two positions were eliminated and agreed that the new Chief should be allowed to carry out the specifics for the department. He felt a reserve team is needed and should be kept in the budget.

Mayor Pugh indicated the code enforcement has been transferred to Community Development. He also indicated the footnote needs to be corrected.

Mayor Pugh asked if the Evidence Tech can write tickets. Chief Ross indicated no, unless he is certified and did not recommend it. City Manager Norman-Vacha indicated a parking ordinance is forthcoming.

Vice Mayor Burnett asked how it is determined who will be salaried and who is hourly. City Manager Norman-Vacha elaborated and will look at salary vs hourly classifications throughout, especially in Police.

Page 28 Fire Department

Mayor Pugh noted minor corrections are needed.

Page 30 Parks & Recreation

Vice Mayor Burnett felt it is a good move for the lawn/turf crew to be added to P&R.

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Mayor Pugh indicated that footnote 5 was in last year's budget to replace stadium outfield fence and Director Walker indicated it will be done this fiscal year and the footnote will be changed and Budget will be corrected.

Page 34 Jerome Brown Community Center

In response to Council Member Bradburn's question as to where the United Way allotment fits in, Director Baumgartner indicated it is transferred from Special Revenue to General Fund.

Page 40 Streets and Drainage

Director Pierce recommended transferring the two streets inmate squads to Parks & Recreation as well, which will involve transferring the Inmate Supervisor position along with trucks, trailers and mowers. He indicated that this will have an impact on other line items but that will be sorted out shortly.

Council Member Bradburn asked about addressing current drainage and sidewalk problems and asked if any of them are in the budget. Director Pierce stated that none are addressed in this budget. Mayor Pugh felt a capital outlay plan needs to be put in place to address these issues, which City Manager Norman-Vacha is aware of. Council Member Bradburn stressed the need to start addressing some of these issues, no matter how small the starting point. Director Pierce felt the best approach is for staff to apply for grants, which normally require a match that would come out of reserves and he will bring those issues to council.

Discussion followed, which included outsourcing vs in-house work pertaining to the Building Dept and the importance of documenting short and long-term goals as well as obligations the City already has.

Page 52 Tree Streetscaping

Council Member Lewis, referencing the FDOT US 41/SR 50 Landscaping Project, asked if there is any reason to keep this since there is no money. Director Baumgartner advised that it is monitored for the purpose of balancing historical budgets.

Vice Mayor Burnett elaborated on outsourcing and if we are going to look at doing away with that, for example the Building Dept. Mayor Pugh requested a cost comparison for the building department, which Director Geiger elaborated on. Director Baumgartner discussed the possibility of setting up several division/departments as enterprise funds, such as the Building Department, Golf Course, Cemetery, etc.

Page 57 Multi-Yr Capital Project Fund 308

Referencing line item 35, Council Member Lewis asked if \$20,000 could be taken from operating expenditures for repaving and designate \$10,000 to Sidewalks and \$10,000 to Drainage.

Council Member Bradburn restated that her intent is to look at the budget as an evolving document with flexibility.

Vice Mayor Burnett offered appreciation to the City Manager and staff for the hard work put forth on the budget.

City Manager Norman-Vacha thanked Council for accolades but stated that staff is to be commended on a great job.

Mayor Pugh stated that a second budget workshop is needed, which was set for August 27th at 6:00 p.m.

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PUBLIC INPUT

Gail Samples

Budget Process

She asked if Sept. 5 will be a public hearing and felt citizens should be able to have input on the budget. She indicated the citizens will need to be educated on the process of the upcoming Homestead vote and the impact of it.

David Pugh Sr.

Bobby Harvey Memorial

He wanted to make council aware that a memorial service was held today for former employee Bobby Harvey and thanked Staff and Council Member Lewis for attending the service.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Fairgrounds Incident

Council Member Bernardini wanted to add an item to the agenda under Council Discussion for August 6 concerning an incident that happened at the Fairgrounds a couple of weeks ago.

Richard E. Lewis, Council Member

Brooksville Housing Authority Hearings

Council Member Lewis indicated Mr. Boston requested August 20th for his hearing and wanted to know if Council needed to take any action on the issue.

Mayor Pugh indicated that City Attorney LaCroix informed him the process is going to be that the evidence will be presented to the Mayor, who will recommend action to Council.

Karen M. Phillips, City Clerk/Director of Administration

Brooksville Housing Authority Applications

She indicated that four additional applications have been received since the packet was distributed and one is a Brooksville Housing Authority resident.

Mayor Pugh indicated that if action is needed to fill vacancies it will be done the evening of the hearing.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:45 p.m.

City Clerk

Attest: _____
Mayor

CITY OF BROOKSVILLE
MEMORANDUM

To: City Council

Via: T. Jennene Norman-Vacha, City Manager

From: Emory H. Pierce, Director of Public Works 

Re: **WS407 Interagency Agreement for Inmates with FL Dept. of Corrections**

Date: July 26, 2007

We have reviewed this new agreement for November 2007 - November 2008 and found that it is identical to the 2006-2007 Agreement. We recommend approval for the not to exceed amount of \$55,777.00. This amount is included in the proposed Streets Division FY 07/08 budget under, "Other Contractual Services".

This agreement/contract is for one of the three prison crews of 6-8 inmates that the City uses. Without these workers it would be impossible for us to keep up with our general R/W mowing and cleanup tasks that the residents of Brooksville expect.

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

BUREAU OF PROCUREMENT & SUPPLY
CONTRACTUAL SERVICES

07-11-07 P01:10 IN

MEMORANDUM

TO: Mary Holcomb, Warden
Hernando Correctional Institution

FROM: *RKC* Randy Chapman, General Services Specialist

DATE: June 25, 2007

SUBJECT: Work Squad Contract, #WS407, Agency – City of Brooksville

RECEIVED

JUN 29 2007

HERNANDO CI
WARDEN'S OFFICE

Enclosed for signature are two (2) originals of Work Squad Contract #WS407. This contract replaces Contract #WS184. This Contract will begin on November 5, 2007, or the date on which it is signed by both parties, whichever is later.

The attached Contracts have not been signed by Secretary McDonough. Please have both originals of the enclosed Contract signed and return both originals to this office, **via Express Mail**, for further processing as soon as possible.

Once the Contracts are executed by the Secretary, we will forward an original to you to distribute to the City of Brooksville and a copy for your files.

If you should have any questions, please feel free to contact me at (850) 410-4206 or Emily Phelps (850) 410-4573.

As a reminder, please be advised:

- to include the Work Squad Contract number (WS407) on all correspondence;
- that changes to the scope of services or changes in pricing cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office;
- that services may not be provided after the expiration date unless the Contract has been renewed.

Enclosure

cc: Emily Phelps, Correctional Services Consultant, Office of Institutional Support

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF BROOKSVILLE

This Contract is between the Florida Department of Corrections ("Department") and City of Brooksville ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Brooksville is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on November 5, 2007 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or November 4, 2008, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33.601.202(2)(a), F.A.C., supervision of the work squad will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) Work Squad of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad except: when weather conditions are such that to check the squad out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations of the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Hernando Correctional Institution
16415 Spring Hill Drive
Brooksville, Florida 34604
(352) 754-6715

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Lisa M. Bassett, Chief
Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 410-4091
bassett.lisa@mail.dc.state.fl.us

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Stephen Baumgartner, Interim City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041
(352) 544-5407

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of cash payments as outlined in Addendum A and in Section III, Compensation.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

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

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, Contract Management, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

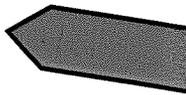
This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF BROOKSVILLE

SIGNED
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____
 FEID #: _____

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY
 BY _____
 City Attorney



DEPARTMENT OF CORRECTIONS

SIGNED
 BY: _____
 NAME: **James R. McDonough**
 TITLE: **Secretary
 Department of Corrections**
 DATE: _____

SIGNED BY: _____
 NAME: **Kathleen Von Hoene**
 TITLE: **General Counsel
 Department of Corrections**
 DATE: _____

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS407 Effective November 5, 2007

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officer	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 52,136.00	** \$ 52,136.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 389.00	\$ 389.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 312.00	\$ 312.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 966.00	
Technology Fee			\$ 391.00	\$ 391.00
TOTAL - To Be Billed By Contract To Agency			\$ 55,993.00	\$ 55,027.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
 ** Annual cost does not include overtime pay.

1A. The Overtime Hourly Rate of Compensation for this Contract is \$32.51, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

	Number Squads	Total Annual Cost
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
 ENCLOSED TRAILER REQUIRED: YES NO

**Revised Addendum A
 Inmate Work Squad Detail of Costs for City of Brooksville
 Interagency Contract Number WS407 Effective November 5, 2007**

	MACOM	MACOM	Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	\$4365.00				\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	\$4548.50		\$ -	1	\$ -	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency					\$ -			

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

- Operating Capital - from Section IV.
- Grand Total - To Be Advanced By Agency At Contract Signing:**

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

- Correctional Officer Salaries and Position-Related Expenses - from Section I.
- Other Related Expenses and Security Supplies - from Section II.
- Grand Total - To Be Billed To Agency By Contract:**

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Total Cost	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Cost	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Cost	\$750.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Cost	\$55,777.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Cost	\$55,777.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS407 Effective November 5, 2007

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

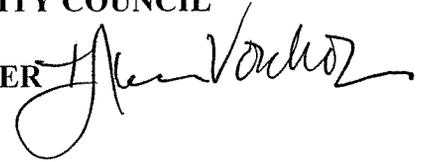
Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

THRU: JENNENE NORMAN-VACHA, CITY MANAGER



FROM: TIMOTHY A. MOSSGROVE, FIRE CHIEF

DATE: JULY 31, 2007

SUBJECT: SURPLUS FLOOD LIGHT TRAILER CITY ID # 263

Background

In 1997 the City of Brooksville purchased and titled from government surplus in Stark, Florida, a 1969 portable generator on a trailer chassis for use as a portable lighting trailer for BERT. The unit was painted red and modified with electrical outlets for lighting capabilities. It was assigned to the fire department's inventory as vehicle #263.

Current Status

The unit is located at the Department of Public Works and has not been used, to my knowledge, for any BERT missions or training exercises. It can only be transported with a vehicle, such as a dump truck, equipped with a pendulum hitch. The trailer chassis has not been modified to be transported by other means. Furthermore, the fire division has not used it on any fire ground operations, training or otherwise because we have portable generators on our fire apparatuses to use if a portable electrical source was needed.

Recommendation

It is my recommendation to declare as surplus unit (City # 263), since there is no need for utilization at this time. Further, it would reduce the annual cost of \$33.35 in registration fees associated with this unit.

I will answer any questions, if necessary.

✓ cc: Karen Phillips, City Clerk

IF TITLE IS NOT RECEIVED WITHIN 60 DAYS SEE REVERSE SIDE FOR IMPORTANT INFORMATION

#263 Fin Flood light trailer

Just #263

2

0203 00027 00009 00061 33.35 *8* 14:52 02/14/97

REGISTRATION CERTIFICATE

DECAL NUMBER: 02/14/97 40

DECAL ISSUED: 4

BIRTHDATE: 06/30/00

EXPIRES: 00/00/00

OWNER ID: CITY

TRANS. CODE: 0

TFR: 0

FEE: 0

TAG ISSUED: 0

TAG NUMBER: CITY06752

TITLE NUMBER: 218

VEHICLE IDENTIFICATION NO.: 67 2600

CLASS: 97

GVWLOC: ESSE TL

COLOR: RED

Owner's Name & Address to which title is to be issued: CITY OF BROOKSVILLE, 201 HOWELL AVE, BROOKSVILLE FL 34601

1st OWNER D/L NO.: NO FL DL

2nd OWNER D/L NO.: NO FL DL

INSURANCE: N

LIABILITY: N

CREDIT \$: 0.00

REFUND \$: 0.00

DATE ISSUED: 02/14/97

TAG MONEY: 1.50

TAX \$: 1.50

R. T. MOS: 0.00

BACK TAX \$: 0.00

SVC. CHG. \$: 2.50

OTHER CHARGES \$: 0.00

TAG TOTAL \$: 4.10

CREDIT VEHICLE NO. CLASS WT/LENGTH: 97

TITLE MONEY: 25.00

TITLE FEE \$: 25.00

LATE PENALTY \$: 0.00

LIEN \$: 0.00

SVC. CHG. \$: 4.25

TITLE TOTAL \$: 29.25

SALES TAX TOTAL \$: 0.00

GRAND TOTAL \$: 33.35

PREV ISS DTE: 00203 19

40 = CO#
1 = AGY#
491 = RPT#
CITY067523=T
=D
WPNH# = 0

Action Requested: ORIGINAL - USED

OFFICE USE ONLY: 72044779 6

TITLE #: 72044779 6

TRANSACTION CODE: 20

STATE PREV REG: FL 101596

NEW:

USED:

ODOMETER: X-ODOMETER-EXEMPT

LIEN

NAME OF FIRST LIENHOLDER: (IF NO LIEN, ENTER NONE)

ADDRESS:

CITY-STATE:

ZIP CODE:

DATE OF LIEN:

Owner's Address (Florida residential address of owner, if different from above):

REPLACEMENT TAG/DECAL

THE LICENSE PLATE AND/OR DECAL NUMBER IF THERE HAS BEEN LOST, STOLEN, DESTROYED OR DEFACED, AND THE POLICE OR SHERIFF HAS BEEN NOTIFIED, DEFACED ITEMS ARE HEREWITH SURRENDERED

TAG NUMBER:

DECAL NUMBER:

YEAR:

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS. \$ 0.00

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES. \$ 0.00

CONSUMER EXEMPTION (ENTER FROM SALES TAX EXEMPTION #) 370200813154

SELLING PRICE VERIFIED

TAX REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED:

PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

VEHICLE WILL BE USED EXCLUSIVELY FOR RENTAL

I/WE HEREBY CERTIFY THAT THE MOTOR VEHICLE TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS OF THIS STATE

VEHICLE USAGE: PRIVATE ODOMETER DECLARATION CERTIFICATION

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED MOTOR VEHICLE, AND MAKE APPLICATION FOR TITLE AND/OR REGISTRATION, FURTHER CERTIFYING THAT A PHYSICAL EXAMINATION OF THE VEHICLE HAS BEEN MADE AND THAT THE INFORMATION DESCRIBING IT HEREIN IS CORRECT. I/WE AFFIRM UNDER PENALTY OF PERJURY THAT THE INFORMATION HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE MOTOR VEHICLE DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

SIGNATURE OF APPLICANT: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN FOR: _____

NOTARY PUBLIC - SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 14 DAY OF FEB 97

SIGNATURE OF APPLICANT: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN FOR: _____

LIENHOLDER'S DUPLICATE: _____

(NAME OF LIENHOLDER) _____ (PERSON TO SIGN FOR) _____

(Print Type or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification

STATE OF FLORIDA

A06420

Line # 263

05-21-97A10:09 RCVD

LIEN RELEASE 1ST LIEN 2ND LIEN BY

Florida Light Trucks - Berts

IDENTIFICATION NUMBER 218	YR. 69	MAKE ESSI	MODEL TL	BODY TL	WT-L-BHP 2600	VESSEL REGIS. NO.	TITLE NUMBER 72044779
------------------------------	-----------	--------------	-------------	------------	------------------	-------------------	--------------------------

REGISTERED OWNER (LAST NAME FIRST)

DATE OF ISSUE

CITY OF BROOKSVILLE
201 HOWELL AVE
-BROOKSVILLE FL 34601-2041

PC: Line - Vel
Line - Berts
Berts - Berts
Lorge - Berts



ADDITIONAL LIENS

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 318.23/328.05, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER 218	YR. 69	MAKE ESSI	MODEL TL	BODY TL	WT-L-BHP 2600	VESSEL REGIS. NO.	TITLE NUMBER 72044779
ODOMETER - DATE READ ODOMETER	EXEMPT GO	PREV. REG. RED	COLOR RED	TYPE	USE EVT	DMV	PREV. ISSUE DATE
REMARKS						HULL MATERIAL	PROP.
							DATE OF ISSUE 05/14/97

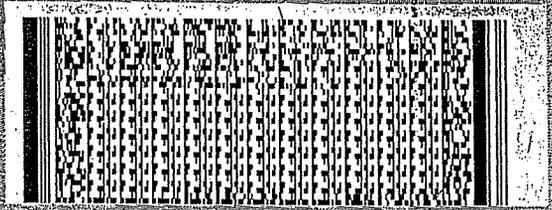
REGISTERED OWNER (LAST NAME FIRST)
CITY OF BROOKSVILLE
201 HOWELL AVE
BROOKSVILLE FL 34601-2041

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

1ST LIENHOLDER DATE
NONE

2ND LIENHOLDER DATE
NONE

TITLE DATE
ADDITIONAL LIENS



DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Charles J. Brantley



Fred O. Dickinson III

CHARLES J. BRANTLEY
DIRECTOR

Control Number
28536850

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

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

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

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

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

Printed Name of Purchaser
Printed Name of Co-Purchaser
Printed Name of Seller
Printed Name of Co-Seller

City of Brooksville MEMORANDUM



To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

A handwritten signature in black ink, appearing to read "T. Jennene Norman-Vacha".

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

Subject: Hernando County Historical Commission City Representative

Date: August 13, 2007

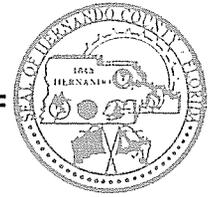
As a result of the recent resignation of Ed MacKenzie (our first representative on this fairly new County Board), the County initiated their replacement search process, issuing a press release for this City designated representative on the Hernando County Historical Commission (which is the process they follow for all such vacancies; i.e. City Rep, Museum Rep).

The County only received one application and has forwarded the attached for City Council consideration as a recommendation for appointment to this Board. The application was from Amanda Knight Over, who is not a city resident but indicates that her family has six generations of experience here in Brooksville. To clarify another issue, Ms. Over had confirmed that she would be able to attend the 2-5 pm meetings that are the current schedule for this Commission.

Unless further direction is provided by Council and since this is the only application that was received as a result of the County's search process, staff is recommending City Council request the Board of County Commissioners confirm appointment of Ms. Over as the City's representative on the Historical Commission due to her family heritage and extensive interest in the history of our community.

Board of County Commissioners

Hernando County



07-25-07 P03:07 IN

20 N. Main Street, Room 460
Brooksville, FL 34601
(352) 754-4000
Fax (352) 754-4477
www.co.hernando.fl.us

July 24, 2007

Ms. Karen Phillips
Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Dear Karen:

In response to a news release issued by our office, attached is an application received from an individual interested in serving on the Historical Advisory Commission as a City of Brooksville representative.

Please present this application to the City Council for their consideration, and advise of the Council's recommendation.

Regards,

Alice Gura
Office Manager
Board of County Commissioners

Hernando County Volunteer Program Application Form

NAME: Over Amanda Knight Home Phone: (352) 799-7625
Last First Middle
ADDRESS: 15150 H. H. Country Rd Brooksville, FL 34614
Street City/State Zip
EMPLOYER: Self-employed Overnight Developments, LLC **PHONE:** 352 799-7625
EDUCATION: High School or Equivalent Hernando High, Brooksville, FL 1982
Name City/state Year graduated
College: PHEC - Brooksville, FL 1985 St. Leo University - BA 1991
Name City/state Year graduated
Advanced Degree/training: MBA - St Leo University 2001
Name City/state Year graduated

NEW VOLUNTEER **RETURNING VOLUNTEER** **YEARS SERVED** _____
CAREER/WORK EXPERIENCE
 Accountant Child Care Worker Firefighter/Protection Homemaker LPN, non-cert Public Rel.
 Administrator Clergy Grant writer Law Enf. Music Sales
 Architect Computers HHA, Certified Librarian Physician Sec./Cler.
 Artist Educator HHA, Non-Cert. LPN, FL Cert. Research Soc. Worker
 Attorney Other: _____

VOLUNTEER EXPERIENCE (Describe any previous volunteer experience):
Special Olympics Coach 1985-1995

TALENTS/HOBBIES
 Antiques Carpentry Cooking Gardening Hair Care Painting Photography
 Calligraphy Chemistry Computers Electrical History Pet care Plumbing
 Sewing Printing Other: _____

OFFICE SKILLS:
 Clerical (copying/filing) Typing Word Processing Data Entry Questionnaires Bulk Mail
 Bookkeeping Reception Record Keeping Insurance Taxes Switchboard
 Computer Other: _____

LANGUAGES:
 Please list any languages other than English which you speak and/or write:

WHAT WOULD YOU LIKE TO GAIN FROM THIS VOLUNTEER EXPERIENCE?
I would like to offer Hernando County Historical Committee my years of research on the subject and share my family's 5th generation of experience here.

DAYS/TIMES AVAILABLE (Circle day(s)/note times): my schedule is flexible to accommodate meetings
2 A.M. M (T) 8-3 W evening Th evening FL 8-3 si late pm
Early am * late pm

Have you ever been convicted or had adjudication withheld in a criminal offense, or are there any criminal charges now pending against you?
 Yes No Applicant's Signature: Amanda K. Over Date: 7/13/07
Adjudication w. P. Hall 1995

* SPOKE WITH MS. OVER ON 7/17/07 & SHE INDICATED SHE WOULD BE ABLE TO ATTEND THE 3rd WED OF MONTH MEETINGS FROM 2-5 PM Aug

Hernando County Historical Advisory Committee
Hernando County Commissioners Office
Floor 4 Room 430

July 19, 2007

Dear Sir or Madam:

My name is Amanda Knight Over, and I would like to be considered for the non-paid position that is vacant on your committee. I was born here in Hernando at Lykes Memorial Hospital in 1966; however, my family arrived during the Seminole Indian Wars of the 1830-1840's. The first of my family arrived from the Carolinas and resided in what was known as the SW Alachua Area. Later it became part of what is called Old Spring Hill. My family was farmers, fighters, teachers, and merchants. My great great grand father was Malcolm C. Peterson, he married Rosa Baisden. His son Malcolm married Jennie Louise Peck, daughter of Mr. C.C. Peck one of our first Post Masters in the area. Their daughter Edith Peterson married Richard E. McCleery. Their daughter Louise married John Berrien "Bunk" McMullen, nephew of the original McMullen brothers of Safety Harbor and Largo. On his side of the family was his grandparents Elizabeth Gold and Berrien Daniel Whitehurst of Spring Lake. Their daughter Mattie was married to John Daniel McMullen in 1910.

I am very proud of my roots and have pictures of the first schoolhouse in Old Spring Hill, a hunting party of the Petersons, Walls, Micklers, and Law families. I have pictures as well of every ancestor that lived here since the Petersons and Pecks. I grew up with four generations telling me about when we weren't Brooksville, but when the town and county was called Pierceville and Benton. My great- great-great grandfather Charles C. Peck named Wiscon the town after his beloved state in the 1880's.

I became interested in writing a book titled From Virginia Cavalier to Florida Cracker several years ago after the death of my grandmother because I did not want to forget my heritage and could pass it down to my grandson Jayden Frias. I moved to North Carolina in 1992, but would find my mind wandering down Ft. Dade Road or Ayers Road, traveling over to Pine Island or picking produce at Frazier's Farm, then in 1996, I moved back. I missed my home. I would like to learn more about this area, hearing from other longtime families, but also share with newcomers as to what we are all about.

I graduated from PHCC, and have received an undergraduate degree in psychology and a MBA from St Leo University. I am a Medicaid Provider that has worked in the mental health field for twenty-two years, and has managed my own agency, Overnight Developments, LLC since 2001. Again I am requesting you consider my application and please feel free to utilize my experience and information in any way you see fit. My work schedule is flexible enough that I can work around your meetings and events. Thank you for your consideration.



Amanda Knight Over, MBA

15150 H. H. Country Rd
Brooksv. Hk, FL 34614

(352) 799-7625

**Brooksville Police
Department**

AGENDA ITEM NO. D-5

8/20/07
CORRECTED *

Memo

To: City Council
From: Chief Frank J. Ross 
CC: City Manager T. Jennene Norman-Vacha
Finance Director Steve Baumgartner
Date: August 14, 2007
Re: Purchase Police Radio and Radar Equipment

The police department received approval to purchase two patrol vehicles in FY 06/07. These vehicles need video and radio equipment to make them patrol ready. One patrol vehicle was equipped using equipment from the Dodge truck transferred to the Department of Public Works. The purchase of another video unit is required for the second vehicle. Our other police fleet vehicles are equipped with Apollo Audio/Video systems. We need to purchase the same unit for this vehicle for computer compatibility, maintenance agreement, officers already trained in the use of the system, video format acceptable by the state attorney's office and the courts, competitive with other video systems and user friendly.

Apollo In-car Audio/Video System Cost: \$4,485.00 (compatible with existing system)

The department has developed a Selective Traffic Enforcement Program (S.T.E.P.) designed to provide traffic enforcement in neighborhoods with a high volume of traffic complaints, areas with speeding violations and frequent traffic accidents. The program will also include public education and awareness. We have one radar unit which is old and used by every member of patrol. We need to purchase another unit to be assigned to S.T.E.P. and become available whenever the other unit fails.

Untralyte 200LR Portable Speed and Accident Laser Unit Cost: \$4,140.00

The total cost of these requests is \$8,625.00. Funds are available in the Law Enforcement Impact Fee Fund 112. Staff recommends approval of these purchases.

★



AGENDA ITEM NO. D-6
8/20/07



CITY OF BROOKSVILLE

TO:

- Mayor David Pugh Jr.
- Vice Mayor Frankie Burnett
- Council Member Joe Bernardini
- Council Member Lara Bradburn
- Council Member Richard Lewis

ACTION:

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

FROM: Brian S. Brijbag
Redevelopment Coordinator

DATE: August 10, 2007

VIA: T. Jennene Norman-Vacha
City Manager

SUBJECT: Good Neighbor Trailhead

Attached you will find two original amendments to extend the construction date for the Good Neighbor Trailhead as outlined in FRDAP Grant #F50213. The grant initially called for a project completion date of September 30, 2007. We recently requested an extension of one year. The request was granted and the documents outlining that agreement need to be executed by our Honorable Mayor.

Once the documents are executed, I would request that they be returned to the office of Community Development so we can distribute them as needed.

Thank you for your assistance with this matter.

Brian S. Brijbag



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

August 3, 2007

Mr. Brian Brijbag
Director of Community Redevelopment
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041

Re: Good Neighbor Trailhead
FRDAP Project No. F50213

Dear Mr. Brijbag:

Attached are two original amendments to extend the construction completion date for this project. Please execute and return both original copies to our office.

In signing the amendments, do not complete the blank spaces for the execution date. Our staff will date the amendment when formally executed by the Department of Environmental Protection and one original copy will be returned to you.

If you have any questions, please contact our office at (850) 245-2501 / SUNCOM 205-2501. Your immediate attention to this matter is appreciated.

Sincerely,

Mary Ann Lee
Community Assistance Consultant
Office of Information and Recreation Services
Division of Recreation and Parks
Mail Station #585

MAL/lv

Attachment

AUG 08 2007

"More Protection, Less Process"
www.dep.state.fl.us

F50213
(FRDAP Project Number)

F5213
(DEP Contract Number)
CSFA Number: 37.017
CSFA Title: FRDAP

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

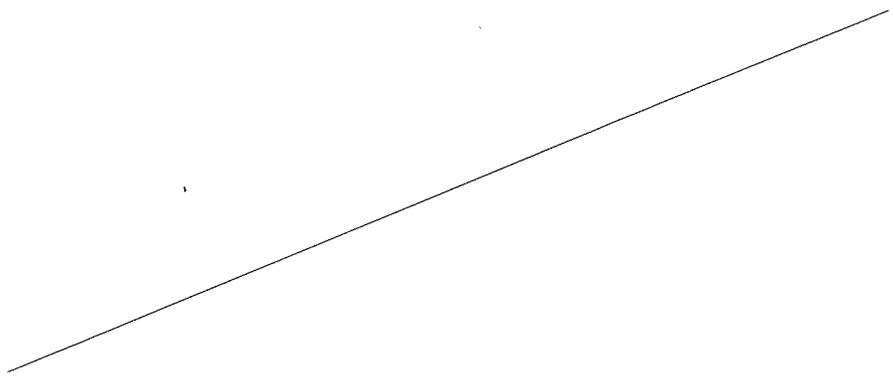
Amendment 1 to Agreement

This Amendment entered into on _____, 2007, serves to amend portions of the Agreement dated September 3, 2004, by and between the Department of Environmental Protection, hereinafter referred to as DEPARTMENT, and the CITY OF BROOKSVILLE, hereinafter referred to as GRANTEE, for the project known as Good Neighbor Trailhead, pursuant to section 375.075, Florida Statutes, and Part V of Chapter 62D-5, Florida Administrative Code.

In and for the mutual covenants between them, the DEPARTMENT and the GRANTEE agree that the following amendment shall apply to the above-referenced Agreement:

Paragraph 16 Sentence 1 is amended as follows: The GRANTEE shall complete all project elements on or before September 30, 2008.

In all other respects the Agreement of which this is an Amendment shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year last written above.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF BROOKSVILLE

DO NOT SIGN

By: _____
Director or Designee
Division of Recreation and Parks

By: _____
Person Authorized to Sign

Printed Name

Title



DEP Contract Manager

Address:
201 Howell Avenue
Brooksville, Florida 34601-2041

Approved as to Form and Sufficiency: Agreement has been pre-approved as to form and sufficiency by Suzanne Brantley, Assistant General Counsel, on January 26, 2007 for the use for one year.

Grantee Attorney

CITY OF BROOKSVILLE
MEMORANDUM

To: City Council

Via: T. Jennene Norma-Vacha, City Manager

From: Emory H. Pierce, Director of Public Works 

Re: **Withlacoochee Regional Water Supply Authority Grant Agreement**

Date: August 9, 2007

Council previously approved Staff to apply for this grant in the amount of \$170,000.00. Since there were a number of other applicants the amount available was divided evenly and the current agreement is for a grant in the amount of \$19,933.00. These funds are to be used at out Hope Hill well site to get pumping equipment installed into a previously drilled well shaft. **The City will not be eligible for reimbursement of the grant amount until we have spent at least one half of the \$170,000.00 project budget.**

Funds are included in the proposed FY '07/'08 budget so that the total project can be completed. (copy attached). Requesting Council approval and authorization for the Mayor to sign the agreement.

CAPITAL NEEDS PLAN - Water & Sewer

PROJECT NUMBER	PROJECT NAME	PROJECT DESCRIPTION	FUNDING SOURCE							Year	Year	NOTATIONS				
			WMD REUSE GRANT	O&M RESERVES	LOAN PROCEEDS	SPECIAL RESERVE	SEWER IMPACT	WATER IMPACT	FDEPAR GRANT				WRWSA GRANT			
1																
2	199-UT09	NEW WELL FIELD NW														
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14	1997-UT10	LAMAR AVE WP REHAB														
15	1999-UT14	SEWER SYSTEM REHAB PROGRAM														
16	2000-UT18	REPLACEMENT VEHICLE PROGRAM														
17																
18																
19	2000-UT20	REPLACEMENT WATER VALVES														
20	1997-UT21	MISCELLANEOUS EQUIPMENT														
21																
22																
23																
24	2001-UT03	HOPE HILL WELL REPLACEMENT														
25																
26																
27																
28																
29																
30	2001-UT05	EMERGENCY GENERATOR INSTALLATION														
31																
32																
33																
34	2001-UT06	SR 50 WATER & SEWER LINE EXTENSION (HOSPITAL LINE)														
35																
36																
37																

LAW OFFICES
HAAG, HAAG & FRIEDRICH, P.A.
452 PLEASANT GROVE ROAD
INVERNESS, FLORIDA 34452

JEANNETTE M. HAAG*^{••}
JOHNNYE L. FRIEDRICH*[°]
LARRY M. HAAG*[°]
BRIAN S. MITCHELL

TELEPHONE: (352) 726-0901
FACSIMILE: (352) 726-3345

RECEIVED
AUG 09 2007
BY: _____
*CERTIFIED FAMILY LAW MEDIATOR
^CERTIFIED CIRCUIT COURT MEDIATOR
▪BOARD CERTIFIED CITY, COUNTY AND
LOCAL GOVERNMENTAL LAW
°ADMITTED TO OKLAHOMA BAR

August 7, 2007

Emory H. Pierce, P.E.
Public Works Director
City of Brooksville
600 S. Brooksville Ave.
Brooksville, FL 34601

Re: WRWSA Local Governmental Water Supply Funding Assistance
Program, Project Grant Agreement

Dear Mr. Pierce:

Enclosed you will find three (3) originals of the Project Grant Agreement, which the Authority's Board of Directors approved at its last meeting. The agreement is in the same form as previous agreements entered into between the Authority and the City of Brooksville. Please agenda this item for Council approval and forward the three (3) executed copies back to my office so that I can present them to the Authority for execution at the September meeting, which is scheduled for September 19, 2007.

Thank you in advance for your assistance in this matter.

Cordially,

HAAG, HAAG & FRIEDRICH, P.A.

By:  for
LARRY M. HAAG

LMH/ss

Encl.

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
LOCAL GOVERNMENT WATER SUPPLY FUNDING
ASSISTANCE PROGRAM**

PROJECT GRANT AGREEMENT – DEVELOPMENT

This Agreement is made and entered into this ____ day of September, 2007, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, (hereinafter called the "AUTHORITY"), and **CITY OF BROOKSVILLE, FLORIDA**, (hereinafter called the "GRANTEE"), in furtherance of funding assistance in the development and construction of the "CITY OF BROOKSVILLE'S HOPE HILL WELL SITE PROJECT". In consideration of the mutual covenants contained herein and pursuant to Chapter 163, Laws of Florida, Florida Interlocal Cooperation Act of 1969, as subsequently amended, and Section 373.1962(2)(i), Florida Statutes, the parties hereto agree as follows:

1. The AUTHORITY has found that the implementation of the water resource project by a member government is the primary purpose of the project known as the "CITY OF BROOKSVILLE'S HOPE HILL WELL SITE PROJECT" (hereinafter called the "PROJECT"), and enters into this Agreement with the GRANTEE for assisting in the funding of water supply programs more particularly described in its Application. The PROJECT application is attached hereto marked Exhibit "A" and made a part hereof.
2. The GRANTEE shall provide the AUTHORITY with a copy of the GRANTEE's contract documents executed for the PROJECT and the third

party vendor providing said services in order to confirm the total project costs.

3. PROJECT FUNDING:

A. The AUTHORITY agrees to pay, on a reimbursement basis, to the GRANTEE, funds not to exceed one-half (1/2) of the PROJECT costs or \$19,933.00, whichever is less. The proposed total budget for the PROJECT is \$170,000.00, therefore the AUTHORITY's share of the PROJECT costs shall not exceed \$19,933.00.

B. The GRANTEE shall assume the first one-half (1/2) of said PROJECT costs before the AUTHORITY's reimbursement begins.

C. The GRANTEE shall provide the AUTHORITY with a schedule and description of "tasks" for the PROJECT with the cost associated with each task set forth. Additionally, GRANTEE shall provide in a form acceptable to the AUTHORITY an overall time and task chart as it relates to the overall PROJECT.

D. All PROJECT reimbursement requests shall include all documentation required by the AUTHORITY for proper audit review. The GRANTEE shall certify that each request for payment is appropriate and that said task or portion thereof has been completed.

E. The AUTHORITY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this

Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment.

4. GRANTEE shall ensure that all services procured and all purchases of goods obtained for the accomplishment of the PROJECT shall be secured in accordance with applicable State and Federal laws and in accordance with the GRANTEE's adopted procurement procedures.

5. To the extent AUTHORITY funds are used for well development, such shall only be upon sites upon which the GRANTEE has permanent easements or within GRANTEE's public lands.

6. GRANTEE shall follow all State and Federal laws relating to its established audit and accounting procedures and as they relate to said PROJECT and cost reimbursements.

7. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the AUTHORITY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The AUTHORITY, State Auditor General, State Comptroller, and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT within the retention period.

8. This Agreement shall become effective upon execution and the GRANTEE shall complete preparation and/or construction of all PROJECT

elements on or before September 30, 2008. The completion date may be extended by the AUTHORITY for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

9. The AUTHORITY's Executive Director for the purposes of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall be responsible for recommending approval of all reimbursement requests to the AUTHORITY prior to payment. The GRANTEE's Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement.

10. The AUTHORITY or Executive Director, shall have the authority to approve budget changes within individual tasks up to a total amount, not to exceed TEN PERCENT (10%) of total project costs without Board approval.

11. All monies expended by the GRANTEE for the purpose contained herein at the option of the AUTHORITY shall be subject to audit review.

12. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

13. The GRANTEE shall comply with all federal, state, and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state, and local

health and safety rules and regulations. The GRANTEE further agrees to ensure that the GRANTEE's contract will include this provision in all subcontracts issued as a result of this Agreement.

14. The AUTHORITY reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

15. This Agreement may be unilaterally canceled by the AUTHORITY in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement pursuant to Chapter 119, Florida Statutes.

16. The AUTHORITY shall also have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE for non-compliance with the terms of this Agreement if not cured within thirty (30) days of written notice thereof from the AUTHORITY. The GRANTEE, upon notification from the AUTHORITY, agrees to refund and will forthwith pay to the AUTHORITY, the amount of money demanded by the AUTHORITY. Such refund shall include interest calculated at two percent (2%) over the prevailing prime rate as reported by the Federal Reserve on the date of the AUTHORITY calculates the amount of refund due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the AUTHORITY.

17. The employment of unauthorized aliens by a GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality

Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

18. No person on the grounds of race, creed, color, national origin, age, sex, marital status or ability level shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

19. This Agreement strictly prohibits expenditure of these funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

20. The GRANTEE shall have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to §11.45, Florida Statutes, and have a statement prepared by an independent certified public accountant which attests that the GRANTEE has complied with the provisions of this Agreement and whether the audit results in an unqualified opinion.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida

Statutes, or Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. A copy of the audit and attestation as required in Paragraph 20 shall be submitted to the AUTHORITY within one (1) year from the PROJECT completion date as set forth in Paragraph 8 or as extended by the AUTHORITY.

23. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modification or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date and year first above written.

WITHLACOCHEE REGIONAL WATER
SUPPLY AUTHORITY

By: _____
JOYCE VALENTINO
Chairperson

ATTEST:

By: _____
JACKSON E. SULLIVAN
Executive Director

CITY OF BROOKSVILLE, a Municipal
Corporation

By: _____
DAVID PUGH
Mayor

ATTEST:

By: _____
KAREN M. PHILLIPS
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
DAVID LaCROIX
City Attorney

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
LARRY M. HAAG
Attorney for Authority

Exhibit "A"

City of Brooksville

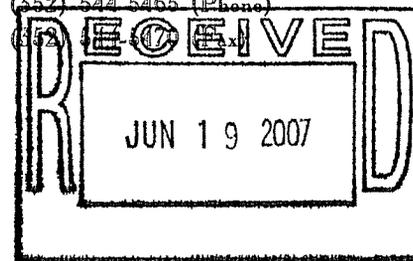


(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

June 11, 2007

Mr. Jack Sullivan, Executive Director
Withlacoochee Regional Water Supply Authority
P.O. Box 190
Tallahassee, FL 32320

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



Re: Application for Regional Water Supply Projects Local Government Water Supply Grant-
2007- Funding for a Submersible Pump at the Hope Hill Well Site

Dear Mr. Sullivan:

Please accept this as the City of Brooksville's application to be considered in the 2007 funding cycle of the Local Government Water Supply Grant.

Project Description

The City of Brooksville intends to install a submersible pump and related piping in a previously drilled well shaft at our Hope Hill well site. In doing so, we will put that well into production and be able to take an older inefficient well at a different site off line.

Project Budget

Construction(furnish and install submersible pump and related piping)	\$170,000
Engineering and Permitting	by City
Project Total	\$170,000

Time Table

Engineering and Permitting	120 days
Bidding	60 days
Construction	180 days
Total Bid Project Time	360 days

Attached is a resolution by City Council 2007-10 adopted June 4, 2007 supporting the project and committing budgetary funding for the project.

If you have any questions or require further information, please contact me at 352-544-5465 or at epierce@ci.brooksville.fl.us .

Sincerely,

A handwritten signature in black ink that reads "Emory Pierce". The signature is written in a cursive, flowing style.

Emory Pierce, Director of Public Works

cc: T. Jennene Norman-Vacha, City Manager
Karen Phillips, City Clerk
Emory Pierce, Director of Public Works

G:\BIDS\2007\WRWSA 2007\061107 req funds Sullivan.wpd

RESOLUTION NO. 2007-10

A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE, FLORIDA, REQUESTING A GRANT FROM THE WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY.

WHEREAS, the City of Brooksville is desirous of improving its water production capabilities; and,

WHEREAS, the City has approved a construction project to install a submersible pump and piping to connect a previously drilled well to our potable water system at Hope Hill in Brooksville; and,

WHEREAS, this project will improve the water supply to serve existing customers and allow the City to eliminate one old inefficient supply well; and,

WHEREAS, the project will increase the City's ability to provide potable water to new customers; and,

WHEREAS, the Withlacoochee Regional Water Supply Authority has established a matching grant program to assist local governments with water resource development; and,

WHEREAS, the City has committed funding for the balance of the project and, has established a time frame for completion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooksville, Florida, in regular session duly assembled, that said Council hereby requests the Directors of the Withlacoochee Regional Water Supply Authority to approve matching grant funding to assist the City in completing a water supply study.

PASSED AND ADOPTED this 4th Day of June, A.D., 2007.

CITY OF BROOKSVILLE, FLORIDA

David Pugh, Mayor

ATTEST:

Karen M. Phillips
City Clerk

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

David Lacroix, City Attorney

VOTE OF COUNCIL

Bernardini AYE
Bradburn AYE
Burnett AYE
Lewis AYE
Pugh AYE

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Brooksville, Florida, this the 7th day of June, 2007
Deputy City Clerk

Anna Liisa Covell
600 South Main Street
Brooksville, Florida 34601

AGENDA ITEM NO. E-1
8/20/07

August 10, 2007

Brooksville City Council
201 Howell Avenue
Brooksville, Florida 34601

Re: 2007 Veterans Appreciation Parade

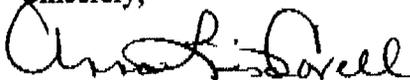
Honorable City Council Members:

Please consider this formal request for the city of Brooksville to once again support the Veterans Appreciation Parade which is being planned for November 10, 2007. In this request, I am asking that city council waive the requirements for the parade permits, and the required insurance, for this most worthwhile event to honor our veterans.

An entire day devoted to veterans is being planned in downtown Brooksville for November 10th, with the Veterans Appreciation parade being the kick-off event. The Bandshell Bash Committee is planning on having the Hernando Youth Orchestra perform on the court house steps in the afternoon. They have already lined up Cab Callaway as their lead act in the evening, along with their classic car show.

Thank you in advance for your continued support of the veterans in our community.

Sincerely,



Anna Liisa Covell

CITY OF BROOKSVILLE
APPLICATION FOR TEMPORARY
STREET CLOSURE
 201 Howell Avenue
 (352)544-5407



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

Name of Organization ANNA LISA CNEILL		Event 2007 VETERANS APPRECIATION PARADE	
Person in Charge ANNA LISA CNEILL		Address 600 S. MAIN STREET BROOKSVILLE	Telephone 344-0680
Is applicant (Alternative Road)?		Address	Telephone
BROOKSVILLE POLICE DEPT			
Date of Event NOVEMBER 10, 2007	Starting Time 10 AM	Ending Time (approx) BY 11 AM	Estimated Number of Participants 200
Proposed Route (Include Street/Highway, Street Location Map) START AT CITY HALL PARKING LOT (FT. DADE AVE) GO TO MAIN STREET, TURN RIGHT. PROCEED TO LIBERTY STREET; LOOP AROUND BACK TO MAIN STREET + END AT CITY HALL PARKING LOT.			
<p>I/We _____ assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.</p>			
Signature _____			
State of Florida _____			
County of _____			
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.			
_____ (Signature of Notary Public)		_____ (Printed, typed or stamped name of Notary Public)	
_____ (Commission Number of Notary Public)			

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

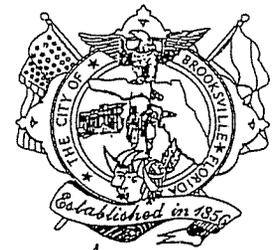
Total Deposit \$ _____	Received By: _____	Date _____
Police Chief <i>Frank [Signature]</i>	Date 8/13/07	City Manager <i>[Signature]</i>
Distribution: Original to Applicant; Copy to Chief of Police, Director of Public Works, City Manager and City Clerk		Date 8-13-07

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

CITY OF BROOKSVILLE

STREET CLOSURE COST PROJECTION

201 Howell Avenue
(352) 544-5407



Event: 2007 Veterans Appreciation Parade
Starting: Nov. 10, 2007 10AM End: Nov. 10, 2007 11AM

Police Department

Personnel

Equipment

7 Police Ofc's @ \$ 27.00 hr x 2hrs = \$ 378.00
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____

*See attached Memo

POLICE DEPARTMENT TOTAL \$ 378.00

Fire Department

Personnel

Equipment

____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____

FIRE DEPARTMENT TOTAL \$ _____

Public Works

Personnel

Equipment

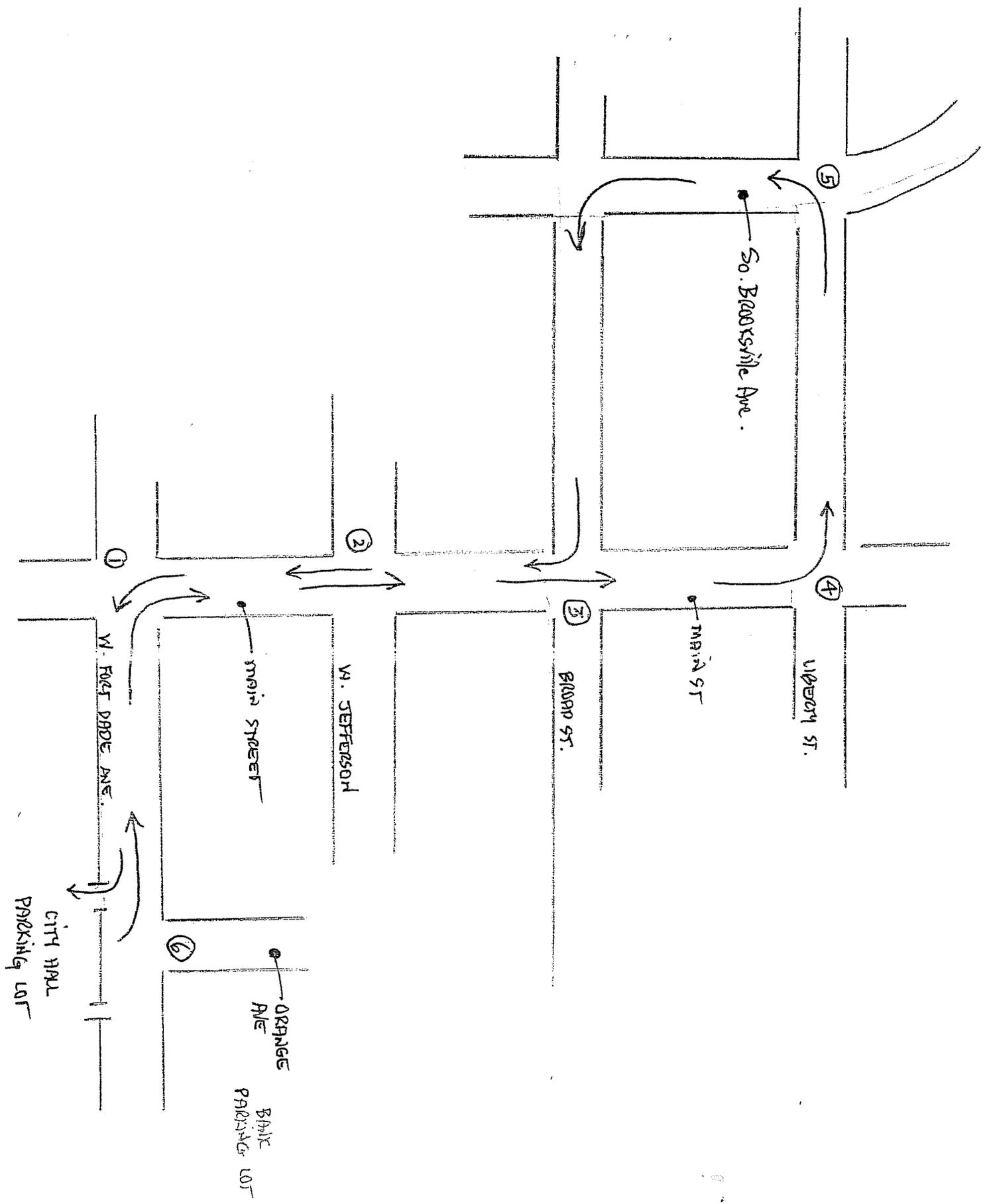
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____
____ @ \$ _____ = \$ _____

PUBLIC WORKS TOTAL \$ _____

ESTIMATED TOTAL DUE CITY \$ _____

TOTAL Actual Costs \$ _____ Billed \$ _____

Payment Received By: _____



Memo

To: Karen Phillips, Director of Administration

From: Richard C. Hankins, Police Lieutenant 

CC: Frank Ross, Police Chief

Date: August 13, 2007

Re: 2007 Veterans Appreciation Parade

I have attached the diagram and the route from the 2006 parade. In the worst-case scenario, the cost to the City in police service will be \$378.00. This cost includes overtime pay for (7) Law Enforcement Officers at a minimum overtime callout of 2 hours. The covered intersections will require skilled traffic enforcement therefore the use of volunteers is not an option.

PROCLAMATION

WHEREAS, JUAN ANTONIO AULET was employed by the City of Brooksville, Florida on September 20, 1994 and he has, since that time, faithfully and selflessly rendered a high level of quality service to the Utilities Division of the Department of Public Works, the City of Brooksville and the citizens of this community with his professional expertise, dedication, attitude, helpfulness, consideration and enthusiasm; and,

WHEREAS, having been hired as an Mechanic/Electrician, MR. AULET was quickly labeled as an outstanding employee with a great work ethic who took pride in his work and practiced self-imposed quality control in all his endeavors, high skill level and desire to get the job done; and,

WHEREAS, MR. AULET has decided to retire effective September 4, 2007.

NOW, THEREFORE, I, DAVID PUGH, MAYOR OF THE CITY OF BROOKSVILLE, FLORIDA, do hereby proclaim as follows:

1. That this Proclamation is given in honor of almost Thirteen (13) Years of faithful performance of duty by JUAN ANTONIO AULET.
2. That this Proclamation is to set forth and memorialize the great affection and high esteem in which MR. AULET is hereby held by the City of Brooksville, its employees and citizens, and to make record of their appreciation and testament to the services performed by said JUAN ANTONIO AULET as a servant of the people.
3. That this Proclamation will pay tribute to and perpetuate the testimony of all those who have been privileged to know and be associated with said JUAN AULET.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 20th day of August, 2007.

CITY OF BROOKSVILLE

David Pugh, Mayor

ATTEST: _____
Karen M. Phillips, City Clerk

**CITY OF
BROOKSVILLE**



MEMORANDUM

TO: Honorable Mayor & City Council
VIA: T. Jennene Norman-Vacha, City Manager
FROM: Bill Geiger, Community Development Director *Bl*
DATE: August 07, 2007
SUBJECT: Vacation of Right-of-way - Portion of Saxon Avenue
PETITIONER: Hilltop Partners, LLC.

SUMMARY OF REQUEST - GENERAL INFORMATION

Hilltop Partners, LLC has petitioned the City to vacate the public's interest in a portion of Saxon Avenue between Museum Court and Broad Street. The Saxon Avenue rights-of-way was created as part of Saxon's Addition subdivision (Plat Book 3, Page 1). The petitioner owns block 7 and 8 of Saxons Addition and is proposing to develop a Combined (Mixed Use) Planned Development Project in this area. The PDP was conditionally approved by the Planning & Zoning Commission on May 9, 2007, and includes a 44,475 square foot three-story mixed use building (with retail/commercial, offices and residential), an 8,000 square foot two-story office building and a 7,000 square foot office building.

The right-of-way vacation petition has been circulated to potentially affected utility companies, property owners within 150-feet of the subject PDP property and City departments for review. Responses, noting concerns have been received from Progress Energy, AT&T and the City's Utility Division. The petitioner has responded by indicating a willingness to pay all relocation costs and provide easements as required.

Letters of objection were received from the residents at 609 East Fort Dade Avenue, citing their opinion that the vacation of the right-of-way would create a hardship for the residents in the surrounding area to access the local street network in the vicinity of the Hilltop. The petitioner has revised their site plan in response to the objection, and has indicated that they are agreeable to provide a public access easement through the site.

STAFF FINDINGS

The petitioner is agreeable to paying all costs associated with relocating utilities and providing easements as necessary to accommodate utilities and access through the site. As such, the rights-of-way for the subject section of Saxon Avenue would continue to facilitate all public needs through retained easements.

A public hearing has been scheduled for August 20, 2007, for City Council to consider the petition and a resolution that would have the effect of conditionally vacating the described rights-of-way.

Page 2

**Saxon Avenue R/W Vacation Petition
Hilltop Partners, LLC**

STAFF RECOMMENDATION

Approval of the resolution to vacate the rights-of-way.

*If said resolution is adopted, notice of the same will be published in the newspaper within 30 days of the adoption date and applicable documents shall be recorded in the public records of Hernando County consistent with the requirements of City Ordinance No. 587.

- Enclosures:
- 1) Petition to vacate rights-of-way (Hilltop Partners, LLC)
 - 2) Conceptual site drawing
 - 3) Correspondence received: (1) Hilltop Partners - July 20, 2007; (2) Progress Energy - May 14, 2007; (3) at&t - June 14, 2006 and June 20, 2007; Anthony & Sharon Pedonesi - May 14, 2007(addressed to William Geiger) & June 11, 2007(addressed to Mayor Pugh & July 9, 2007 (addressed to T.E. Bronson)
 - 4) Resolution No. 2007-13 and sketch graphically showing area to be vacated.

G:\Bgeig\Vacation_RoadClosure\cc 08202007 Hilltop Project Rd Vac.wpd

RESOLUTION NO. 2007-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BROOKSVILLE, HERNANDO COUNTY, FLORIDA, CLOSING AND
VACATING A PORTION OF SAXON AVENUE.**

WHEREAS, the City of Brooksville has received a petition from Hilltop Partners, LLC, requesting the vacation of a defined segment of a public right-of-way known as Saxon Avenue; and

WHEREAS, the City of Brooksville wishes to conditionally close and vacate a segment of the public right-of-way in the City of Brooksville known as a described portion of Saxon Avenue; and

WHEREAS, the City Clerk has advertised a Notice of Public Hearing to consider this resolution to close and vacate a portion of the public right-of-way; and

WHEREAS, the City Council finds that this Resolution is not in conflict or inconsistent with the City of Brooksville's adopted Comprehensive Plan; and

WHEREAS, City Council has considered all objections made to closing and vacating a portion of the said right-of-ways.

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

1. That the City does hereby conditionally close and vacate a portion of that road known as Saxon Avenue located in the City of Brooksville, Hernando County, Florida, said segment of closure being described as follows:

All that 60-foot wide strip of land lying between Block 7 and Block 8, Saxons Addition to Brooksville, as per plat thereof recorded in Plat Book 3, Page 1, Public Records of Hernando County, Florida and being more particularly described as follows:

Beginning at the northeast corner of said Block 7, thence North 90° 18' 25" East 60.00 feet to the Northwest corner of said Block 8; Thence South 00° 46' 04" East, along the West boundary of said Block 8, 210.00 feet to the Southwest corner of said Block 8, Thence South 89°18' 22" West, 60.00 feet to the Southeast corner of said Block 7; Thence North 00° 46' 04" West, along the East boundary of Said Block 7, 210.00 feet to the POINT OF BEGINNING. Containing 12,600 square feet, more or less.

2. That the City Council of the City of Brooksville does hereby renounce and disclaim the right of the City and the public to said right-of-way, with the exception of the below described conditions, reservations and easements, and does hereby return same in equal parts to the owners of the land abutting said right-of-way.

- a. The City reserves unto itself and the public a utility easement throughout the entirety of the area described in Section 1. of this Resolution, for the maintenance, repair, replacement, and improvement of public and private utility lines within the right-of-way. Should access be required to maintain, repair, replace, or improve any such utility lines, any improvements or changes in elevation of the current right-of-way made by the landowner in the former right-of-way that impede such access shall be removed at the expense of the landowner.
 - b. Any change to the original right-of-way that, in the opinion of the City, shall adversely affect public or private utilities within or adjacent to the right-of-way, shall give the affected utility company the right to have said utilities relocated to the satisfaction of the City and said company at the Petitioner's or Developer's expense.
 - c. The City reserves unto itself and the public an access easement throughout the entirety of the area described in Section 1. of this Resolution, for the purpose of allowing the public to travel through the property in the same manner as it would have access through a public road facility. The petitioner, or their successors or assigns, shall be responsible to maintain said property in a condition that will facilitate public vehicle and pedestrian access through it.
3. This Resolution shall take effect immediately upon its adoption by the Brooksville City Council.

PASSED AND ADOPTED this _____ day of _____, 2007.

CITY OF BROOKSVILLE

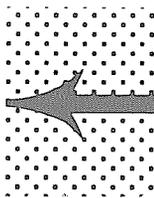
BY: _____
 David Pugh
 Mayor

ATTEST: _____
 Karen M. Phillips, City Clerk

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

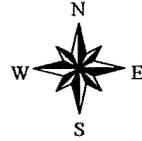
VOTE OF CITY COUNCIL
 Bernardini _____
 Bradburn _____
 Burnett _____
 Lewis _____
 Pugh _____

 David LaCroix, City Attorney





Vacation Petition
Hilltop Partners, LLC
Portion of Saxon Ave



Prepared by
City of Brooksville
Community Development Department
August 20, 2007

Legend

 Hilltop project vacation of row.shp

**CITY OF BROOKSVILLE
PETITION TO VACATE AND ABANDON RIGHT-OF-WAY**

TO THE CITY OF BROOKSVILLE CITY COUNCIL, HERNANDO COUNTY, FLORIDA;

Petitioner, Hilltop Partners, LLC., makes application to the City of Brooksville City Council to adopt a resolution vacating, abandoning, discontinuing and closing that (those) certain street(s) and/or road(s) described as follows:

See Exhibit "A" attached hereto

and return the same to the abutting property owners.

The Petitioner would further show that they intend to contact property owners who own property adjacent to the (streets and/or roads) described above which this petition addresses, and obtain return receipts showing proof of mailing of such notice.

The Petitioner would further show that said (streets and/or roads) is/are within the incorporated city limits of the City of Brooksville, Florida, and that the vacation of said (streets and/or roads) will not affect the ownership or right of convenient access of persons in any way whatever.

The Petitioner has further indicated that they intend to post a sign on the (streets and/or roads) described above giving notice of their intent to petition the City of Brooksville City Council to vacate said (streets and roads) .

The Petitioner applies for the vacation of (this) (these) (streets and/or roads) as provided for by City of Brooksville Ordinance No. 587 and other applicable provisions of law.

WHEREFORE, the Petitioner requests the City Council of the City of Brooksville, Florida, to accept the filing of this petition and set the same for a public hearing which will be advertised as

required by Florida Statutes at which the City Council will accept a resolution vacating, abandoning, discontinuing and closing of said (streets and/or roads) and returning the same to the abutting property owners.

The aforementioned has been read by myself and I understand fully its content.

T. E. Bronson
Signature

T. E. BRONSON
Typed or Printed Name

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 16 day of February,
2007, by T. E. Bronson who is personally known to me or who
has produced _____ as identification and who (did) (did not) take an oath.

Stephanie C Senerchia
Signature of Notary

NOTARY SEAL

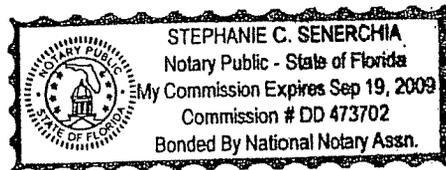


EXHIBIT A

SAXON AVENUE
PROPOSED RIGHT-OF-WAY VACATION

ALL THAT 60.00 FOOT STRIP OF LAND LYING BETWEEN BLOCK 7 AND BLOCK 8, SAXONS ADDITION TO BROOKSVILLE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 1, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 7, THENCE NORTH 89° 18' 25" EAST 60.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 8; THENCE SOUTH 00° 46' 04" EAST, ALONG THE WEST BOUNDARY OF SAID BLOCK 8, 210.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE SOUTH 89° 18' 22" WEST, 60.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 7; THENCE NORTH 00° 46' 04" WEST, ALONG THE EAST BOUNDARY OF SAID BLOCK 7, 210.00 FEET TO THE POINT OF BEGINNING. CONTAINING 12,600 SQUARE FEET, MORE OR LESS.

Hilltop Partners, LLC
P.O. Box 68 Brooksville, Florida 34605

July 20, 2007

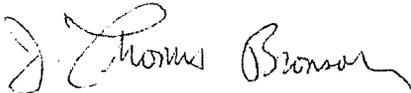
Mr. Bill Geiger
Community Development Director
City Of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Re: Hilltop/Saxon Vacation

Mr. Geiger,

In response to the objections noted by AT&T and Progress Energy Florida, Hilltop Partners, LLC agrees to pay all costs associated with relocating these public utilities and to negotiate an appropriate public utilities easement. In addition, Hilltop Partners, LLC agrees to provide a 20 foot public easement along the vacated Saxon Avenue from Broad Street to Museum Court.

Respectfully,



J. Thomas Bronson
Hilltop Partners, LLC



Progress Energy

May 14, 2007

Patricia J. Jobe
1525 East Jefferson Street
Brooksville, FL 34601

RE: Petition to vacate road ROW, Saxon Av. between Museum Ct. and Broad St.

Dear Ms. Jobe:

Progress Energy Florida (PEF) does have a legitimate objection to the request to vacate per your letter dated May 7, 2007.

PEF currently has overhead facilities in this area. In order to secure a "no objection" letter from PEF, one of two things needs to be done.

1. Request that PEF remove the facilities and pay the associated costs with performing this work.
2. Provide a 20ft easement, 10ft either side of the existing facilities.

Should you need any additional information, please contact me.

Sincerely,

Thomas W. Wanucha
Project Planner
Inverness Operations
515 Independence Highway
Inverness, FL 34453
352/422/3855

24-hour Customer Service: 800.700.8744
To report an outage: 800.228.8485
www.progress-energy.com



19386 Fort Dade Avenue, Brooksville, FL 34601
(352) 754-8794

June 14th 2007

Patricia J. Jobe
Planning and Zoning Coordinator

Re: Vacation of Saxon Ave. between Museum Ct. and Broad St.

Dear Patricia,

AT&T Telecommunications objects to the vacation of Saxon Ave. between Museum Ct. and Broad St. due to existing buried and aerial facilities located within the current ROW.

If additional information is required, please contact me at (352) 754-9587

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Eason".

Jim Eason
OSP Design Specialist
AT&T Florida



19386 Fort Dade Avenue, Brooksville, FL 34601
(352) 754-8794

June 20th 2007

Bill Geiger
Community Development Director

Re: Vacation of Saxon Ave. between Museum Ct. and Broad St.

Dear Bill,

The developer, Hilltop Partners, Inc., has agreed to pay all costs associated with removing existing facilities located within the current right-of-way of Saxon Avenue between Museum Court and Broad Street. Following the payment of special construction charges and the completion of associated work activities, AT&T will no longer object to the vacation of the public ROW of Saxon Avenue between Museum Court and Broad Street.

If additional information is required, please contact me at (352) 754-9587

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Eason".

Jim Eason
OSP Design Specialist
AT&T Florida

May 14, 2007

Mr. William Geiger
Director of Community Development
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

RE: Vacating Saxon Avenue from Broad Street to Museum Court

Dear Mr. Geiger:

As residents of the area and residing on East Fort Dade Avenue, we wish to make an objection to the vacating of Saxon Avenue. This vacation will cause an undo hardship for us and other local residents.

Since the one-pairing was put into effect, the only safe path to East Fort Dade Avenue is through Saxon Avenue. The law does not allow traffic to continue North from Route 50 to East Fort Dade Avenue via May Avenue. The safest way to reach East Fort Dade Avenue is to take Saxon Avenue. Should Saxon Avenue be vacated, the alternate routes would be:

1. Continue on Route 41 to East Fort Dade Avenue and make a left. Anyone who lives in the area knows that taking that route is a danger. The road sits at the bottom of the hill and does not allow for good view of oncoming traffic.
2. Continue on Route 50 to Alabama and turn right. This route would require traffic that is making a turn and picking up speed as it goes downhill to have to brake so that cars can turn left. It then would require the traffic to go back uphill to reach the top of the hill wasting gas and causing needless wear and tear on automobiles.
3. Turn right from Route 50 onto Museum Court, travel one block to Saxon Avenue. Turn left onto Saxon Avenue to East Fort Dade Avenue. If there are events at the Museum, the traffic could back up onto Route 50 and create a traffic hazard.

One would have to assume that the building of this complex will create even more traffic in the area which would in turn amplify the problems with the alternate routes mentioned above.

Vacating Saxon Avenue will create a hardship for the health, safety and welfare of the residents in the surrounding area of the Hilltop.

Sincerely,



Anthony and Sharon Pedonesi
609 East Fort Dade Avenue
Brooksville, FL 34601

MAY 15 2007

JUN 14 2007

06-13-07 P12:25 IN

June 11, 2007

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

RE: Hilltop Partners, LLC, U.S. 41 Commercial Building Project - Vacating Saxon Avenue
from Broad Street to Museum Court

Dear Mr. Pugh:

As residents of the area and residing on East Fort Dade Avenue, we wish to issue an objection to the vacating of Saxon Avenue. This vacation will cause undo hardship to local residents and be detrimental to the safety and well being of citizens wishing access to U.S. 41. Further, we believe the city is providing an opportunity for lawsuits from injury and damage due to the inappropriate approval of the vacating of Saxon Ave. at its intersection with U.S. 41.

Since the one-pairing was put into effect, the only safe path to East Fort Dade Avenue is through Saxon Avenue. The law does not allow traffic to continue North from Route 50 to East Fort Dade Avenue via May Avenue. The safest way to reach East Fort Dade Avenue is to take Saxon Avenue. Should Saxon Avenue be vacated, the alternate routes would be:

1. Continue on Route 41 to East Fort Dade Avenue and make a left. Anyone who lives in the area knows that taking that route is a danger. The road sits at the bottom of the hill and does not allow for good view of oncoming traffic.
2. Continue on Route 50 to Alabama and turn right. This route would require traffic that is making a turn and picking up speed as it goes downhill to have to brake so that cars can turn left. It then would require the traffic to go back uphill to reach the top of the hill wasting gas and causing needless wear and tear on automobiles.
3. Turn right from Route 50 onto Museum Court, travel one block to Saxon Avenue. Turn left onto Saxon Avenue to East Fort Dade Avenue. If there are events at the Museum, the traffic could back up onto Route 50 and create a traffic hazard.

One would have to assume that the building of this complex will create even more traffic in the area which would in turn amplify the problems with the alternate routes mentioned above.

It may be suggested that the parking lot could be utilized as a thoroughfare. I would suggest that driving through the parking lot to access U.S. 41 would be unacceptable given the planning resources, design professionals and zoning rules available to the city government today. New projects should not incorporate design flaws from the start, nor should design flaws be approved.

Vacating Saxon Avenue will create a hardship for the health, safety and welfare of the residents in the surrounding area of the Hilltop.

Sincerely,

Anthony & Sharon DeLoreasi

PC Council
Jennifer
Bill G
David L

CRW 7/2/07

ANTHONY D. PEDONESI
609 East Fort Dade Avenue
Brooksville, FL 34601
352-397-5283, Fax 352-799-1225, designerplus@msn.com

July 9, 2007

Mr. T.E. Bronson
Hilltop Partners, LLC
24060 Deer Run Road
Brooksville, FL 34601

Re: Hilltop Partners Project – Saxon Ave. Vacation

Dear Tommy:

It was a pleasure to talk with you last week on the commercial project you are planning for the northeast end of Brooksville at US 41 and Saxon Ave. I want you to know that I support the project and look for favorable impacts on the northeast end of town.

We discussed the vacating of Saxon Ave. and I voiced some concerns about closing Saxon Ave. from Museum Drive to US 41 and in particular, the ingress and egress to the northeast residential section of town. During our discussion you mentioned that it is your intention to modify the plan showing the 6 parking spaces in what is now Saxon Ave in order to provide access through the parking lot from Museum drive to US 41. We also discussed the use of Miami curbing on what is now Saxon Ave so that access to the passageway and parking lot will be unimpeded.

Given that we agree on the connection of Saxon and US 41 and the need to provide access to the northeast part of town; and that the 6 parking spaces will be moved; why then vacate Saxon Ave? It would seem that the liability exposure in providing access and maintenance for the general public through the project would be an unnecessary risk, while offering no advantage.

Thank you for the plan modification, yet to come, but would you kindly re-consider you position on the vacating of Saxon Ave.; given the needs of those in the northeast section of town.

Best Regards,



Anthony D. Pedonesi

CITY OF BROOKSVILLE FINANCE DEPARTMENT

Date: August 9, 2007
To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Stephen J Baumgartner, Finance Director
RE: SBA Investment Pool Accounts



SUMMARY

We wish to update our Resolution governing the Administrator of the City's SBA accounts from the Finance Director to the City Manager.

GENERAL INFORMATION

While changing the City's SBA Investment Pool accounts signature authorities from myself as Interim City Manager to City Manager Jennene Norman-Vacha, we found that the Resolution governing the City's SBA accounts goes back to 1987.

The old Resolution authorizes the Finance Director to transmit funds, etc. which is not what has been done in a number of years. Certainly, for audit purposes we require separation of duties and the City Manager and the City Clerk have been handling these duties. Therefore, we are requesting that we use the Resolution recommended by the SBA and authorize the City Manager to be the Administrator.

BUDGET IMPACT

There is no budgetary impact to this Resolution.

STAFF RECOMMENDATION

This new Resolution is recommended by staff to update the old Resolution and to be more in line with separation of duties that are required by generally accepted accounting principles.

attachment

RESOLUTION NO. 2007-14

WHEREAS, the City of Brooksville from time to time has funds on hand in excess of current needs; and,

WHEREAS, it is in the best interest of the City of Brooksville and its inhabitants that funds be invested to return the highest yield consistent with proper safeguards,

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

1. That the City Manager and/or her designee, as legal representative(s) of the City of Brooksville, are hereby authorized to act as the administrator(s) for funds held at the State Board of Administration.
2. The Administrator(s) shall have the authority to establish an account(s) on behalf of the City of Brooksville, withdraw funds from or transmit funds to said account(s) at the State Board of Administration, establish funds transfer instructions, name designee(s), and initiate changes to this information via the Investment Pool Input Document.
3. That this authorization shall be continuing in nature until revoked by the City of Brooksville.

PASSED in regular session this ___ day of _____, 2007.

CITY OF BROOKSVILLE

BY: _____
David Pugh
Mayor

ATTEST: _____
Karen M. Phillips, City Clerk

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

VOTE OF CITY COUNCIL

Bernardini	_____
Bradburn	_____
Burnett	_____
Lewis	_____
Pugh	_____

David LaCroix, City Attorney

M E M O R A N D U M

To: Honorable Mayor & City Council
Via: Jennene Norman-Vacha, City Manager
From: Bill Geiger, Community Development Director *BJG*
Subject: Comprehensive Plan Land Use Amendment Notice Policy
Date: July 20, 2007

At the July 2, 2007 meeting, City Council discussed the issue of providing notice to property owners in the vicinity of property where a land use change is being requested that would amend the City's Comprehensive Plan. Currently, no policy is in place that specifically requires said notice.

Attached for Council's consideration is a draft policy that provides for staff to send, via certified mail, notice of any proposed comprehensive plan land use change that would occur within 150 feet of their property. This notice would be mailed at least 10 days prior to the first public meeting at which the proposed change would be discussed and potentially acted upon.

Recommendation:

Accept and approve the draft policy as written, or provide direction to staff on modifying language in the draft policy or addressing the issue in a different manner.

Enclosures: Draft Comprehensive Plan Land Use Amendment Notice Policy

pc: Karen Phillips, CMC, City Clerk/Director of Administration
file

CITY OF BROOKSVILLE FINANCE DEPARTMENT

Date: August 9, 2007
To: Honorable Mayor and City Council Members
VIA: T. Jennene Norman-Vacha, City Manager
From: Stephen J Baumgartner, Finance Director *sjb*
RE: Audit Services Contract

The City of Brooksville's contract with Oliver & Joseph, P.A. (formerly Oliver & Company, P.A.) has expired. This particular contract covered fiscal years ending September 30, 2004, 2005, and 2006. I am attaching the contract dated 8/20/04 and approved by City Council on 9/13/04. On page 5 of the contract, it allows that the agreement may be extended 2 fiscal years beyond 9/30/06 by mutual agreement of both parties.

I reviewed the recent payment history of the Oliver years on our current financial software. Here are the monies paid by fiscal year:

Year	Payment	Comments
2003-2004	42,512	
2004-2005	60,000	GASB 34 conversion year
2005-2006	50,350	Additional charges for MIS review, Internal Service (Council Member Wever)
2006-2007	60,495	Additional charges due to internal controls pertaining to hydrant meters

I reviewed the history of the years that the Oliver firm has audited the City. In the City Hall library, the audits books go back to 1973. From 1973 thru 1980, the City's audits were performed by Bella, Herminda, Oliver & Gillman. From 1981 to current, the Oliver & Company firm did the work with the recent name change to Oliver & Joseph. With name changes, etc. it appears the relationship has been ongoing for over 30 years.

At the last contract renewal in 2004, City Council chose to not go out for bid and to negotiate with Oliver.

8/9/2007

CITY OF BROOKSVILLE FINANCE DEPARTMENT

In a 6/26/07 meeting with the City Manager and myself, Mary Beth Gary pointed out significant changes in the GASB auditing rules that begin in the 07/08 Audit. Mrs. Gary is recommending that if we desire to continue their services that only a year contract be written.

My recommendation to you is mixed. I believe there is value in changing auditors. Some governments and corporations believe you should change auditors periodically. Also, cost is an issue and a way to measure a competitive cost is to go out for competitive bid. However, this year with the GASB changes for the 2007/08 Audit outlined by Mrs. Gary, I have doubts that the 06 07 Audit is a good year to change firms. I would be more inclined to recommend that we negotiate a one year contract for the 06 07 Audit and then go out for competitive bid for the 07 08 audit and beyond depending on the wishes of City Council.

attachment

sjb

Stead

Oliver & Company, P.A.

Certified Public Accountants
Business & Financial Consultants

Members of:
American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
PCPS, The AICPA Alliance for CPA Firms

August 20, 2004

Richard Anderson, City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

We are pleased to confirm our understanding of the services we are to provide City of Brooksville for the years ended September 30, 2004, 2005 and 2006. We will audit the basic financial statements of City of Brooksville as of and for the years ended ~~September 30, 2004, 2005 and 2006~~. Also, the document we submit to you will include the ~~Combining Statements by Fund Type~~ and will be subjected to the auditing procedures applied in our audit of the basic financial statements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act; and the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and will include tests of the accounting records of City of Brooksville and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the Schedule of Expenditures of Federal Awards and on City of Brooksville's compliance with laws and regulations and its internal controls as required for a single audit. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If for any reason, we are unable to complete the single audit engagement, we will not issue a report as a result of this engagement.

The management of City of Brooksville is responsible for establishing and maintaining internal control. In fulfilling this responsibility, estimates and judgments are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of the basic financial statements with generally accepted accounting principles, and that federal awards programs are managed in compliance with applicable laws and regulations.

In planning and performing our audits for the years ended September 30, 2004, 2005 and 2006, we will consider the internal control in order to determine our auditing procedures for the purpose of expressing our opinions on City of Brooksville's basic financial statements and on its compliance with requirements applicable to major programs and to report on the internal control in accordance with OMB Circular A-133, and not to provide assurance on the internal control.

We will obtain an understanding of the design of relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the basic financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the basic financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on the internal control and, accordingly, no opinion will be expressed.

We will perform tests of controls, as required by OMB Circular A-133, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing and detecting material noncompliance with compliance requirements applicable to each of City of Brooksville's major federal awards programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed.

We will inform you of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the City's ability to record, process, summarize, and report financial data consistent with the assertions of management in the basic financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

Compliance with laws, regulations, contracts, and grant agreements applicable to City of Brooksville is the responsibility of City of Brooksville's management. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Brooksville's compliance with certain provisions of laws, regulations, contracts and grants. However, the objective of our audit will not be to provide an opinion on overall compliance with such provisions, and we will not express such as opinion.

Our audit will be conducted in accordance with the standards referred to in the second paragraph. OMB Circular A-133 requires that we plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with certain provisions of laws, regulations, contracts, and grants. Our procedures will consist of the applicable procedures described in OMB's compliance supplement. The purpose of our audit will be to express an opinion on the City of Brooksville's compliance with requirements applicable to major programs.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. As required for a single audit, our audit will include tests of transactions related to federal award programs for compliance with applicable laws and regulations. Because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, or other illegal acts may exist and not be detected by us. However, we will inform you of any material errors and any fraud that come to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the establishment and maintenance of adequate records and related controls, the selection and application of accounting principles, and the safeguarding of assets. Management is also responsible for identifying and ensuring that the City complies with applicable laws and regulations.

The workpapers for this engagement are the property of Oliver & Company, P.A. and constitute confidential information. However, we may be requested to make certain workpapers available to a grantor agency pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Oliver & Company, P.A. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the grantor agency. The grantor agency may intend, or decide, to distribute the photocopies of information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately January 15 following each fiscal year end and to issue our reports no later than March 31 of that year. If the City's books are not closed and audit schedules prepared by the agreed upon date to begin fieldwork, we will need to meet with City management to discuss a new audit time line.

Proposed audit time line for the year ending September 30, 2004 (similar schedules will be developed for audits of subsequent fiscal years.)

September 2004	- Interim audit procedures
September 30, 2004	- Fiscal year end
January 17, 2005	- Books are closed for all fund and account groups of the City; general ledger, supporting workpapers and reports are provided to the independent auditors; field work begins
February 25, 2005	- field work complete
March 11, 2005	- draft financial statements and management letter
March 21, 2005	- final reports
March 31, 2005	- Annual Report to the State

Our fees for these services for the first year of this agreement are estimated as follows:

	<u>Minimum</u>	<u>Maximum</u>
Base Audit Fee	\$40,000	\$42,000
GASB 34 Implementation	10,000	15,000
MIP Software Conversion Procedures	<u>2,000</u>	<u>3,000</u>
Total Audit Fees	<u>\$52,000</u>	<u>\$60,000</u>

Fees for the subsequent years of this agreement are estimated to be in the range of \$42,000 to \$45,000. As part of this agreement, we will provide the City with twenty-five (25) bound copies of the audit reports. The fee is based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Interim progress billings will be submitted for services rendered to date and the auditor shall be paid pursuant to the following schedule:

1. 25% of the fee on October 1 of each year
2. 20% of the fee on January 1 of each year
3. 25% of the fee on February 1 of each year
4. 20% of the fee on March 1 of each year
5. 10% of the fee at completion of the exit conference

The addition of an enterprise fund or more than one bond issue will be considered an extension of the scope of the audit covered by this agreement. Additional fees to cover this work will need to be agreed to by the City and Oliver & Company, P.A. prior to the affected year's engagement.

The City may request additional services at any time from the auditor. To the extent that these services are an extension of the scope of this audit as a result of increased regulatory requirements, the addition of agencies or funds to be audited, or any other reason beyond the control of the auditor, the auditor will be compensated for such extra services at the following hourly rates:

1. Partners \$150.00
2. Managers \$100.00
3. Seniors \$ 75.00
4. Juniors \$ 50.00
5. Clerical \$ 30.00

Requests for additional services that are beyond the scope of the audit will be addressed in writing and approved by City Council. Invoices are rendered pursuant to this subsection shall reflect the hours of worked performed.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out of pocket expenditures through the date of termination.

Either party may cancel this Agreement by written notice to the other party not later than May 31 of the fiscal year to be audited.

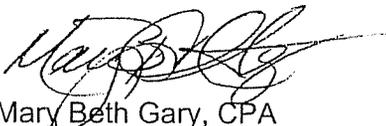
This Agreement may be extended two (2) fiscal years beyond September 30, 2006 by mutual agreement of both parties.

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our 2001 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Brooksville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

OLIVER & COMPANY, P.A.



Mary Beth Gary, CPA
Director

MBG/mp

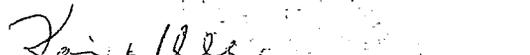
Response:

By: Mary A. Staib
Mary A. Staib

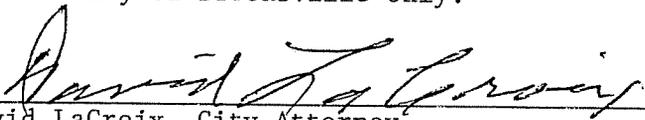
Title: Mayor

Date: 09-13-04

Attest:


Karen M. Phillips, City Clerk

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


David LaCroix, City Attorney



AGENDA ITEM NO. G-4
8-20-07

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER 

SUBJECT: PIGGYBACK (FLORIDA KEYS AQUEDUCT AUTHORITY-
RFQ #0002-07) BENEFIT CONSULTANT/AGENT OF
RECORD AS THE GEHRING GROUP

DATE: AUGUST 10, 2007

The Florida Keys Aqueduct Authority has a contract with the Gehring Group to provide Employee Group Benefits Consultant/Agent of Record services. The Florida Keys Aqueduct Authority and the Gehring Group have agreed to allow the City of Brooksville to piggyback their contract.

The Gehring Group is a very professional organization. The services and cost savings that could be realized through the use of such a firm will be invaluable to the staff and employees of the City of Brooksville.

Obtainment of the Agent of Record services is critical for the City as we are working to renew current Employee Benefit coverages effective for October 1, 2007. We are in need of an agent to assist us in negotiating renewal rates with our existing carriers and securing coverages. We believe that the Gehring Group is the professional agent that we need for this process and due to the limited time between now and our renewal dates are recommending the piggyback solution for services.

Costs for serving as Agent of Record will be secured by the Gehring Group from the carriers selected by the City of Brooksville.

BUDGETARY IMPACT: Employee Group Benefit coverages are currently budgeted with the FY 2007-08 proposed budget. Costs for the Agent of Record will be derived from/through the carriers that are selected by the City of Brooksville to provide coverage; therefore there is no additional budgetary impact for the Agent of Record. We believe with the assistance of the Gehring Group, we will be able to secure the best possible rates for our Employee Benefit coverages.

RECOMMENDATION: Staff recommends that the City Council approve for the City Manager to designate the Gehring Group as the Agent of Record for the City of Brooksville for Employee Group Benefits Consulting Services, beginning with fiscal year October 1, 2007.

Chief

BOARD OF DIRECTORS, FLORIDA KEYS AQUEDUCT AUTHORITY

AGENDA ITEM SUMMARY

AGENDA ITEM # EO-04

CONSENT:
REGULAR

Meeting Date: June 21, 2007

Department: Executive

AGENDA TITLE: Consideration to approve Recommendation for FKAA Benefit Consultant/Agent of Record as the Gehring Group Professional Services to provide Benefit Consulting Services and authorize the Executive Director to negotiate a Professional Services Agreement.

ITEM BACKGROUND: Staff used the services of a Benefit Consulting firm during the 10/05-06 FY for their insurance renewals and negotiations. The services and cost savings realized through the use of such a firm has been invaluable to staff and the employees. Therefore, FKAA advertised for professional firms experienced in Employee Group Benefit Consulting. Four firms submitted proposals. Based on proposal reviews of the firms, the selection committee ranked the firms as follows:

1. The Gehring Group
2. Gallagher Benefits
3. The Rhodes Insurance Group
4. DeMoss Financial, Inc.

With the Gehring Group ranked as the top firm, staff recommends a contract be negotiated with this firm.

PREVIOUS RELEVANT ACTION BY FKAA BOARD OF DIRECTORS: : The board approved staff to negotiate fees for service with Interisk Corporation at the November 2002 Board Meeting. Staff will be replacing the benefit consulting services aspect through this award.

STAFF RECOMMENDATION (MOTION): Recommend the Board of Directors approve the Gehring Group Professional Services as the first ranked firm to perform Employee Group Benefit Consulting Services for the FKAA and authorize staff to negotiate a contract agreement with the Gehring Group to provide benefit consulting through 9/30/08 with an option to renew for (2) additional (1) year periods.

SUPPLEMENTAL INFORMATION: See transmittal letter from top ranked firm (The Gehring Group).

DOCUMENTATION: Included: To-Follow: Not Required:

COST FKAA: \$ _____ **BUDGETED:** Yes No

COST/OTHERS: \$ _____

COST TOTAL: \$ _____

DEPARTMENT DIRECTOR APPROVAL: *Kathleen A. Pouch*

Reviewed by: Director Ex. Office: *RD* Internal Auditor: *JB* General Counsel: *KJ* Executive Director: *R*

BOARD ACTION:
Approved: Tabled: Disapproved: Recommendation Revised:

Comments: _____

Date: 6-21-07 Recording Clerk: *Seri Wiley*

GEHRING GROUP

PROFESSIONAL SERVICES

May 21, 2007

Cheryl Sargent, Benefits and Insurance Administrator
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040

RE: Request for Qualifications - Employee Group Benefits Agent of Record - RFQ# 0002-07

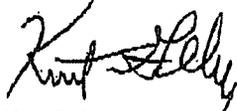
Dear Cheryl:

The Gehring Group is pleased to respond to the above-referenced Request for Qualifications for the Florida Keys Aqueduct Authority. We are confident that our firm would best serve the Florida Keys Aqueduct Authority based on our unique knowledge of the Florida public entity insurance market. Our customized service can be verified by contacting our current clients in addition to the following facts:

- ☛ The Gehring Group specializes in the placement of insurance for public sector entities. Our extensive experience in this market places us in a unique position to bring the best value for our clients' premium dollars. Our large client base provides us negotiation power when dealing with all insurance markets on behalf of the Florida Keys Aqueduct Authority. The Gehring Group will represent the Florida Keys Aqueduct Authority, not the insurance carriers or trusts.
- ☛ Our firm has negotiated the savings of millions of dollars in premiums for our clients in addition to providing enhanced benefits through our program analysis and creative plan design and placement.
- ☛ We employ former insurance carrier representatives as well as former employee benefit and risk management professionals from public sector entities allowing us to fully comprehend the unique needs of implementing and managing employee benefits and risk programs indicative to the public sector.
- ☛ As a complimentary service, Gehring Group will provide *BenTek*, our internet-based employee benefits management solution. By creating a sole source for hosting all your employees' benefits information, *BenTek* streamlines your benefits enrollment and administration processes, and provides an on-line employee resource to access their personal benefits information.
- ☛ Lastly, I am pleased to acknowledge that Gehring Group meets and exceeds FKAA's Minimum Requirements as outlined in Section III of RFQ# 0002-07.

The Gehring Group client relationship is built on integrity, reliability, and respect. We are proud of our accomplishments and would like to deliver our unparalleled level of service and value to the Florida Keys Aqueduct Authority as its Group Benefits Agent of Record.

Sincerely,



Kurt Gehring
President, CEO

Cheryl Sargent

From: Kurt Gehring [kurt@gehringgroup.com]
Sent: Wednesday, April 25, 2007 6:45 PM
To: Cheryl Sargent
Subject: FW: FKAA - RE: RFQ
Attachments: 022007 - RFP for Benefits Consulting & Administration.pdf; 041107 - Oakland Park Presentation (FINAL).pdf

Want to let you know that we should have a letter from Blue Cross by weeks end indicating that a commission of 3% to 4% can be paid with no effect on your rate. We are also sending you the proposal sent to Oakland Park and can agree to all the terms of the proposal sent to them for the FKAA including BenteK. I will let you know when I receive the written confirmation.

GEHRING GROUP

PROFESSIONAL SERVICES

August 6, 2007

T. Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Jennene:

Pursuant to our discussion, Gehring Group confirms we will provide the City of Brooksville all services as outlined and included in our response dated May 29, 2007 to the Florida Keys Aqueduct Authority RFQ #0002-07 for Employee Groups Benefits Consultant Agent of Record, under the same terms included in such response.

We thank you for this consideration and look forward to the opportunity to be of service to the City of Brooksville.

Sincerely,



Kurt Gehring
President

CITY OF BROOKSVILLE
MEMORANDUM

To: City Council
Via: T. Jennene Norman-Vacha, City Manager
From: Emory H. Pierce, Director of Public Works
Re: **Water & Sewer Line Extensions Out US 41 South**
Date: August 8, 2007



A developer, Grace Tabernacle Church, has purchased a 36.85 acre parcel on US 41 about one mile south of the entrance road into Southern Hills, (Southern Hills Plantation Blvd.) and has been discussing options for the providing of water and sewer service for about a year. This location is also about one mile beyond the ends of our existing water and sewer lines. Even though this site is within our, "First Right To Serve Area", County water and sewer lines are closer.

If we were to run the lines to this site our cost would be in the neighborhood of \$538,000.00. However, the developer is willing to share in the cost of this project if we will agree to pay the \$136,700.00 difference in the cost of extending our lines versus connecting to the County system, plus oversizing costs of \$125,000.00. This makes our total cash expense of getting another mile of water and sewer line about \$261,700.00 versus \$538,000.00 if we were to do it all ourselves. The extension of water and sewer lines another mile + south down US 41 toward Powell Road will give us lines across the frontage of other developable parcels and get us closer to having a looped system from US 41, along Powell Road, and then down through the Cascades/Levitt Development to SHP Blvd. Relevant sketches and other information is attached.

As with most projects there are other factors/options to consider and those are presented and discussed below:

- Option 1:** Connect to City of Brooksville via Levitt Development
..... **Estimated Cost \$ 95,500.00**
- Option 2:** Connect to City of Brooksville via US 41 from Southern Hills Lift Station Site
..... **Estimated Cost \$413,200.00**
- Option 3:** Connect to Hernando County Water & Wastewater System
..... **Estimated Cost \$276,500.00**

Option 1 is not really doable because the R/W or route from the Church property to the nearest end of the lines within the Levitt Development cannot be guaranteed at this time. Therefore, it might seem reasonable for the City to contribute funds to cover the cost difference (\$136,700) of extending our system versus having them connect to the County system. If we choose to proceed with this plan, Option 2, we would also want to upsize the waterline from 10" to 12" and probably upsize the sewer forcemain from 6" to 12". This would increase our cost by (50,000 water, 75,000 sewer) \$125,000.00 for a total expected cost/cash contribution of (\$136,700.00 + \$125,000.00) \$261,700.00. This amount has been included in the proposed FY 07/08 budget (copy attached).

Staff strongly recommends approval for us to proceed with working out a Utility Service Agreement with this contribution from the City and authorizing the City Manager to sign it.

EHP/ko

G:\W_PERFEMORY\08082007Water and Sewer Line Extensions Out US 41 South.wpd

CAPITAL NEEDS PLAN - Water & Sewer

PROJECT NUMBER	PROJECT NAME	PROJECT DESCRIPTION	FUNDING SOURCE							Year	Year	NOTATIONS				
			WMD REUSE GRANT	O&M RESERVES	LOAN PROCEEDS	SPECIAL RESERVE	SEWER IMPACT	WATER IMPACT	FDEP/WAP GRANT				WRWSA GRANT			
41																
42	1997-UT06	US41 FDOT RELOCATIONS (ACCUMULATION FOR DELAY SETTLEMENT)														Done
43																
44	1997-UT07	SR50 FDOT RELOCATIONS (ACCUMULATION FOR DELAY SETTLEMENT)														Done
45																
46	2003-UT01	SOUTHERNHILLS WATER & SEWER IMPROVEMENTS														
47																
48																
49																
50																
51																
52	2004-UT01	CR485 MULTILANE FDOT PROJECT WPI 257299-2-52-01														
53																
54																
55	2006-UT1	MAJESTIC OAKS OVERSIZING														
56																
57	2006-UT2	US41 SOUTH WKS LINE EXTENSION														
58																
59																
60																
61	2006-UT3	US41 12" WATER LINE EXTENSION														
62																
63																
64	2006-UT-5	WISCON RD FM & REUSE LINE THROUGH LOW														
65																
66	2006-UT4	Mobley Rd Reuse Line Oversizing														
	2007-TBA	Downtown Fire Flow														
67		Radio Read Meters														
68																
69																
70																
71																
72																
73																
74																
75																
76																
77																



ENGINEERING CONSTRUCTION CONSULTANTS, INC
Consulting Engineers

6844 Dairy Road, Zephyrhills, Florida 33542
(813) 715-1961 Fax (813) 715-4812

June 20, 2007

Mr. William Smith, Utility Super.
Brooksville Utility Department
600 S. Brooksville Ave.
Brooksville, FL 34601

Subject: Grace Tabernacle Ind. Baptist Church – PN 05-46
Utility Off-site Supply Connections

Dear Mr. Smith:

The purpose of this letter is address the issues of water and wastewater service which is required for the Grace property located in the City. In accordance with your letter dated 4/18/07, the Levitts have placed a hold on their construction schedule due to the slump in the housing market. This situation has clearly placed an extreme hardship and burden on the Grace Church project. Based on the May 15th meeting it was determined that the alternate connections would be via US 41 either north to the City's existing facilities or west and south to the County's systems on the west side of US 41 outside of the City's service area. The questions that were included in my May 1st letter as follows:

- Will City participate in cost or reimburse the Church?
- Would there be connection reimbursement from others connecting to lines?
- Will the propose lines need to be oversized?
- How will the impact fees be addressed?
- How do the City's and County impact fees compare?

These questions were discussed and indicated that they would be resolved in the Agreement that you are preparing.

The Church's original concept was to develop 12.57 acres for a church and related facilities and 36.85 acres to be sold for development by others. When this project was submitted for annexation, concurrency and zoning, the Church was under contract with a developer whose concept included housing and commercial areas. At present the 36.85 acres is no longer under contract, therefore we do not know the proposed future land use.

As requested we have revised the estimated the costs for the following three options:

- Option 1:** Connect to City of Brooksville via Levitt Development to East ----- Estimated Cost \$ 95,500
- Option 2:** Connect to City of Brooksville via US 41 to Southern Hills Sale Site ----- Estimated Cost \$ 413,200
- Option 3:** Connect to Hernando County Water & Wastewater System ----- Estimated Cost \$ 276,500

In conjunction with your request enclosed are the following items:

1. Cost Estimate – 2 pages
2. Water & Wastewater Estimated Daily Demand – 3 pages – Please note that the total flows have used the worst case scenario wherein the 36.85 acre tract is estimated as a Residential PDP with 8 DU/Ac.
3. Water Supply – 1 page – Includes needed fire flows
4. Lift Station Design – 6 pages –Includes a 4" & 6" force main design with the 6" FM selected.

This information should be sufficient to enable you to prepare the agreement and present this to the commission. Please let me know what is going on – do we need to be at the Commission meeting?

Sincerely;

ENGINEERING CONSTRUCTION CONSULTANTS, INC.

Robert F. Green

Robert F. Green, P.E.

Cc: T. Weer / T. Woodruff

PROJECT: Grace Tabernacle Church

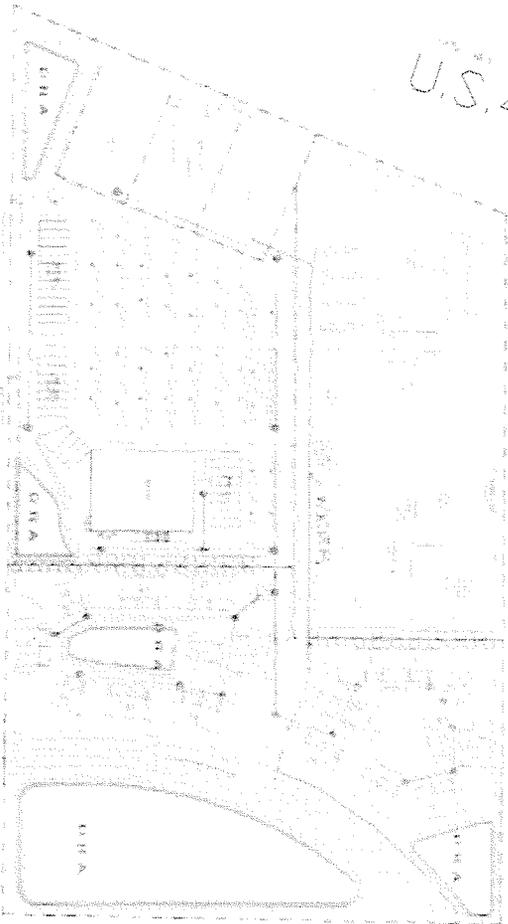
Utility Off-site Supply Connections

ESTIMATE

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1. CONNECT to CITY of BROOKSVILLE VIA LEVITT'S DEVELOPMENT to EAST				
Mobilization	1	LS		\$ 10,000.00
Construction Layout	1	LS		7,500.00
Silt Fence - Staked	2,500	LF	\$ 2.00	5,000.00
Water: 10" PVC	1,100	LF	25.00	27,500.00
Gate Valves - 10"	4	EA	1,200.00	4,800.00
Fittings (4)	1	LS		2,000.00
Sampling/Blowoffs	1	LS		1,000.00
Pressure Testing	1	LS		1,000.00
Bacteriological Testing	1	LS		1,000.00
Wastewater: Force Main - 4" PVC	1,200	LF	20.00	24,000.00
Fittings (4)	1	LS		2,000.00
Testing	1	LS		1,000.00
			Sub - Total	\$ 86,800.00
			Contingency	8,700.00
			Total Estimated Construction Costs	\$ 95,500.00
2. CONNECT to CITY of BROOKSVILLE VIA US 41 to L.S. SITE SOUTH of SOUTHERN HILLS BLVD.				
Mobilization	1	LS		\$15,000.00
Construction Layout	1	LS		10,000.00
Silt Fence - Staked	5,380	LF	\$ 2.00	\$ 10,760.00
Driveways - Paved	1	LS		3,000.00
Dirt	1	LS		1,000.00
Sodding	11,955	SY	2.00	23,910.00
Water: Main - 10" PVC	5,580	LF	27.50	153,450.00
Gate Valves - 10"	7	EA	1,200.00	8,400.00
Fittings (17)	1	LS		8,500.00
Sampling/Blowoffs	1	LS		1,000.00
Pressure Testing	1	LS		2,000.00
Bacteriological Testing	1	LS		2,000.00
Wastewater: Force Main - 6" PVC	5,360	LF	22.50	120,600.00
Fittings (16)	1	LS		8,000.00
Air Relief Valve - ARV	2	EA	2,500.00	6,000.00
Testing	1	LS		2,000.00
			Sub - Total	\$ 375,620.00
			Contingency	37,580.00
			Total Estimated Construction Costs	\$ 413,200.00

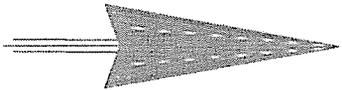


CRACK DWSVCAS SERVICE TO CHURCHDWS



U.S. 41

N



END OF MAIN SERVICE

END OF WATER SERVICE



PHASE 3 & 5 ON HOLD
UNTIL FURTHER NOTICE

**Brooksville Housing Authority
Vacancy Notice Distribution**

DATE OF NOTICE	HILLSIDE EST. (2) <i>Laminated</i>	SUNSET VILLAS (4) <i>Laminated</i>	BHA STAFF (1)	FAXED TO MEDIA	POSTED TO COB WEBSITE	Applications Received Since Last Notice	BHA Residents
07/20/07	Yes	Yes	Yes	Yes	Yes	13	4*

CURRENT APPLICATIONS

DATE RECEIVED	NAME	HOUSING AUTHORITY RESIDENT	CITY OF BROOKSVILLE RESIDENT	REGISTERED VOTER
07/31/07	Fred E. Beach	No	No	Yes
08/02/07	James V. Brooks AMENDED (COPIES OF CORRECTIONS ATTACHED)	No	No	Yes
08/01/07	Luellina Amanda Brown*	YES	Yes	Paperwork not finalized
05/02/07	John Everett Carr	No	Yes	Yes
08/01/07	Lawrencena Rena' Cobb*	YES	Yes	Yes
08/01/07	H. Paul Douglas AMENDED (COPIES OF CORRECTIONS ATTACHED)	No	No	Yes
05/07/07	Lisa DeLois Holloway	No	Yes	Yes
07/05/07	Richard L. Howell	No	Yes	Yes
08/01/07	Marie Maggette*	YES	Yes	Yes
08/01/07	Harvey Martin WITHDREW	No	No	Yes
07/20/07	Lee H. Rosen WITHDREW	No	No	Yes
08/01/07	Jeanette R. Soto	No	No	Yes
07/31/07	Yvette Dolores Taylor*	YES	Yes	Yes
01/03/07	Jay Arthur Thompson	No	Yes	Yes
08/01/07	Tiffany Blevens Weiss	No	No	Yes

Revised
3/7/08

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:

Mr./Mrs./Miss/Ms. James U. Brooks Jr

ADDRESS: 6400 Quarterhorse Ln

Brooksville Fl 34604

PHONE NO: Home (352) 796-5017 Work (352) 585-2928

E-MAIL ADDRESS: brooks@nextconnect.net

RESIDENT OF THE CITY OF BROOKSVILLE: Yes _____ No

Verified
3/7/08

REGISTERED VOTER: Yes No _____ VOTER ID #: 104387873

PRESENT EMPLOYER: Owner Brooks Tree & Land Service

EMPLOYER'S ADDRESS: 6400 Quarterhorse Ln Brooksville Fl 34604

EDUCATION: Hernando

PHCC
HCC

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION: _____

(Please do not substitute "many boards" for experience.)

Past Pres Hernando County Housing Authority

Past Pres Hernando County Fair Board, Chairman of City

Parks and Rec Board, Pres Del Oaks Homeowner Board

(Use back of form for additional information)

REFERENCES (3 MINIMUM) (NAME AND PHONE NUMBER):

Laine Brayko 352-584-7413 -

Daniel Revennagh 352-796-4550 - Allan Gorman 352-584-3890

Applicants must be registered voters in the State and preferably residents of the City of Brooksville. However, applicants for the Personnel Board, Planning and Zoning Board, the Firefighter's Pension Trust Fund Board of Trustees and the Police Officer's Pension Trust Fund Board of Trustees must be residents of the City of Brooksville. Specific qualifications may apply to certain advisory board positions.

WHICH BOARD/COMMITTEE ARE YOU APPLYING FOR? (Please check the position you are interested in filling.)

_____ Beautification Board: 3-year terms; 7 members

_____ Brooksville Cemetery Advisory Committee: 4 year terms; 7 members with one member being a Council Member.

Brooksville Housing Authority: 4-year terms; 7 members
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

_____ CDBG Citizen's Advisory Task Force: No terms; 5 members;
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

_____ Firefighters Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 city residents, 2 City firefighters, and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

_____ Parks & Recreation Advisory Board: 4 year terms; 7 members.

_____ Personnel Board: 3-year terms; 7 members (3 laypersons who must be City residents and 4 City employees)

_____ Planning & Zoning Commission : 4-year terms; 5 members.
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)] (Must be City Residents)

_____ Police Officer's Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 City police officers, 2 city residents and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

_____ Other Committees or Boards


Signature of Applicant

NOTE: Return completed form to:

City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041
(352) 544-5407

(Revised February 2, 2006)

H. Paul Douglas
9959 Domingo Drive
Brooksville, Florida 34601

August 7, 2007

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

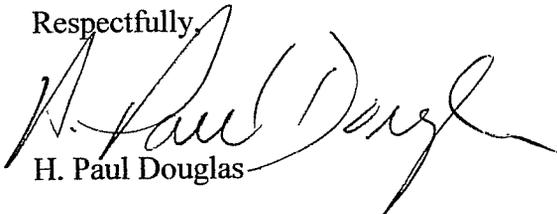
Reference: **Amendment to Application for "City of Brooksville Application for City Advisory Board/Committee Appointment" submitted August 1, 2007.**

Dear Mr. Mayor:

Regarding my submittal, August 1, 2007, of a City of Brooksville Application for City Advisory Board/Committee Appointment, to fill a Brooksville Housing Authority Board vacancy, please reflect a **NO** in my response to the question "Resident of the City of Brooksville".

Hopefully, my confusion of actual City/County boundary versus mailing address will not preclude me from further consideration for this most important appointment.

Respectfully,



H. Paul Douglas

Cc: T. Jeannene Norman-Vacha, City Manager

(JNV ALSO REC'D
ORIG.

PC: COUNCIL
D. LACROIX

8-7-07 JD

City of Brooksville Application
for City Advisory Board/
Committee Appointment

Rec'd
8/6/07
Revised
8/8/07

PLEASE TYPE OR PRINT

FULL NAME:

Mr/Mrs./Miss/Ms.

H. Paul Douglas

ADDRESS:

9959 DOMINGO DRIVE

BROOKSVILLE, FLORIDA 34601

PHONE NO:

Home 727-233-1014

Work 352-428-0477

E-MAIL ADDRESS:

hpdouglas@hpdouglasassociates.com

RESIDENT OF THE CITY OF BROOKSVILLE:

Yes

No

REGISTERED VOTER: Yes

No

VOTER ID #:

104396264

PRESENT EMPLOYER:

SELF EMPLOYED / HP DOUGLAS & ASSOCIATES

EMPLOYER'S ADDRESS:

SAME AS ABOVE

EDUCATION:

High School - Pearl High School - Nashville, TN.

College - Morehouse College - Atlanta, Ga.

College - Tuskegee Institute - Tuskegee, Ala.

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION:

(Please do not substitute "many boards" for experience.)

"See resume attached"

(Use back of form for additional information)

REFERENCES (3 MINIMUM) (NAME AND PHONE NUMBER):

MR. RODNEY COLEMAN - ASST. SEC. of Air Force (Ret) 813-929-7370

MR. TYRON KICKS - 352-544-0065

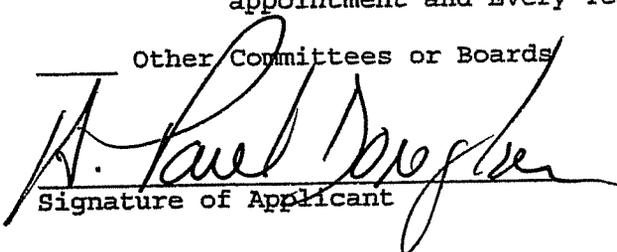
DANIEL WILLIAMS - 703-658-9122

Applicants must be registered voters in the State and preferably residents of the City of Brooksville. However, applicants for the Personnel Board, Planning and Zoning Board, the Firefighter's Pension Trust Fund Board of Trustees and the Police Officer's Pension Trust Fund Board of Trustees must be residents of the City of Brooksville. Specific qualifications may apply to certain advisory board positions.

WHICH BOARD/COMMITTEE ARE YOU APPLYING FOR? (Please check the position you are interested in filling.)

- _____ Beautification Board: 3-year terms; 7 members
- _____ Brooksville Cemetery Advisory Committee: 4 year terms; 7 members with one member being a Council Member.
- X _____ Brooksville Housing Authority: 4-year terms; 7 members
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- _____ CDBG Citizen's Advisory Task Force: No terms; 5 members;
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- _____ Firefighters Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 city residents, 2 City firefighters, and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- _____ Parks & Recreation Advisory Board: 4 year terms; 7 members.
- _____ Personnel Board: 3-year terms; 7 members (3 laypersons who must be City residents and 4 City employees)
- _____ Planning & Zoning Commission : 4-year terms; 5 members.
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)] (Must be City Residents)
- _____ Police Officer's Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 City police officers, 2 city residents and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

_____ Other Committees or Boards


Signature of Applicant

NOTE: Return completed form to:

City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041
(352) 544-5407

(Revised February 2, 2006)

H. Paul Douglas
9959 Domingo Drive
Brooksville, Florida 34601

August 1, 2007

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

Dear Mr. Mayor:

Attached, please find my application in response to your public request for individuals wishing to serve on the Board of Directors of the Brooksville Housing Authority.

Along with my application for a City Advisory Board, I have included a brief profile of my qualifications. It is my firm belief that a volunteer board must include individuals who bring to the Board a firm grounding in the practices of good business, sound ethical principles and a willingness to devote the time necessary to guide, in this case, a troubled entity. As you will read, later supported by direct dialog, my work experiences are amply suited for this appointment which includes tenure as a sitting Board Member on several Corporate Boards. Therefore, I respectfully submit my name for consideration with a commitment to devote a full effort to the Brooksville Housing Authority.

Needless to say, I am available to respond to further questions, please do not hesitate to contact me.

I look forward to serving the City of Brooksville in this important endeavor.

Respectfully,


H. Paul Douglas

H. PAUL DOUGLAS

9959 Domingo Drive – Brooksville, Fl. 34601

Home: (727) 233 1014

hpdouglas@hpdouglasassociates.com

Cell: 352) 428 0477

EXECUTIVE PROFILE

Paul Douglas offers more than four decades of accomplishment laden experience in the Environmental Restoration & Remediation industry, driving achievements of the highest priority in Network & Relationship Building • Consultative Environmental Remediation & Restoration Solutions • Minority/Majority New Business Partnerships • Political/Community Liaison & Stakeholder Development. A key strategic and tactical contributor in efforts coordinating turn-key relationships resulting in over \$60 million in government contracts. Paul brings valuable insight and knowledge regarding the leadership and management challenges faced by Stakeholders in an environmental event.

Beginning his career in the communications industry, Paul developed an interest in marketing and marketing management. He quickly parlayed this interest into a marketing position with the leading national communication provider of domestic and international communication services responsible for the airline industry. Demonstrating initiative from the start, Paul pioneered marketing, account management, and customer relationship management techniques that more than doubled monthly net income while reducing annual gross operating expenditures by 60% through process improvements and the utilization of new cutting edge technologies. Quickly distinguishing himself as a leader, in less than two years, Paul earned fast-track promotions into management.

Leveraging an ever-expanding portfolio of qualifications covering sales, operations, and general management core competencies, Paul proved time and again his flexibility in responding to changing marketing conditions and his ability to “wear many hats” in a effort to meet and exceed corporate goals and challenges. Tasked with providing leadership start-up, growth, and turnaround situations, he repeatedly proved his ability to deliver strong and sustained results.

Paul was challenged, after five years and many promotions, to establish his own company as a contractor administrating a contract of \$5 million with a major city providing environmental disposal services of hazardous materials. Paul was responsible for all business “start-up” activities to include the writing and implementing internal control policies and procedures for compliance and adherence to all regulatory agencies, federal, state, and local governments. Paul developed a standard citywide procedure for establishing and maintaining a City/Community Liaison function before, during, and after an environmental event occurred. Initially funded in the disposal contract, the function was later funded as a separate contract for an additional \$5 million reporting to the City Administrator and was utilized by all city departments.

An expansion of company services occurred when a requirement to test for JP-4 jet fuel suspected of leaking from an underground storage tank at a Virginia Air National Guard storage facility. After the

test Paul was contracted to remediate the contaminated soil, remove and replace the underground tanks with double walled plastic tanks. Affecting all areas of the business including Community Affairs – his work as project manager on this project was instrumental in achieving compliance with the Underground Storage Tank Replacement Program for the Virginia Department of Environmental Protection meeting all requirements and saving the ANG \$4.2 million through improved technologies and controls. Paul was also credited as the visionary and leader behind an aggressive plan to construct and utilize a portable furnace on site to remediate the contaminated soil with a total project cost of \$8 million dollars. Unwilling to accept the standard “new business” viability of no more than 2 years, Paul far surpassed the most optimistic hopes, achieving steady growth in remediation projects and annual revenues until the company was purchased by a major environmental engineering firm.

Prior to retirement, Paul established a Consulting firm specializing in introducing the Minority Community to Majority owned firms in the pursuit of major contracts in the environmental arena to include nuclear waste and clean-up. Initial projections were to secure \$10 million per year in contracts with 20 firms participating as partners. Paul surpassed his projections by \$20 million per year. Based on these achievements, Paul was asked to participate in a forum advising the Executive Branch of the US Government, notably the Department of Energy on the resolution of environmental concerns through the utilization of Minority firms.

Throughout his career, Paul has had the opportunity to establish a strong network of contacts in small and large environmental engineering and restoration firms nationwide, including Dames and Moore, Radian, Horne Engineering, CDM, Black & Veatch Bechtel Group, ERM, Golder Associates, and CH2M Hill. The scope of his experience has spanned virtually all aspects of environmental engineering, remediation, and restoration including community relations, marketing, sales and logistics, as well as team building and leadership, technology implementation, and operations administration.

Paul attended Morehouse College, Atlanta, Georgia (1962-1963)
 Majored in Physics, Minored Business Administration.

Attended Tuskegee University, Tuskegee, Alabama (1964/1966)
 Majored in Physics, Minored in Economics.

Attended several concentrated management courses at ATT Long Lines, Xerox Corp., and the Department of Energy. Participated and attended various Environmental Engineering and Restoration seminars domestically and internationally. Participated in White House Environmental Restoration Focus Groups. Assisted in the preparation of Russian nuclear disposal testimony for the US Senate Energy Committee.

Active Board of Director member of two small Corporations, past member of the Board of Directors of three over the counter companies, past consultant to the Executive Director and the Board of Directors of a national energy efficiency certification organization assisting in the development of Board policies and procedures, direction statements, and the review of corporate structure through its By-Laws.

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING - August 20, 2007

1. TYPE: Letter
DATE: July 30, 2007
SENT BY: Bill Geiger, Community Development Director
ADDRESSED TO: Ms. Elba Lopez, Transit Administrator/Florida Department of Transportation
SUBJECT: Cover for design/permitting plans regarding request to permit two sidewalk projects that would utilize TOPs Grant Funds. (FPN:413025-1-94-01 Contract #AM827)
2. TYPE: Letter
DATE: August 3, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Alvin R. Mazourek, CFA, Hernando County Property Appraiser
SUBJECT: Cover for City's Certification of Taxable Value for 2007 (DR-420, DR-420 TIF, DR-420 M-P)
3. TYPE: Letter
DATE: August 3, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Juanita B. Sikes, Hernando County Tax Collector
SUBJECT: Cover for City's Certification of Taxable Value for 2007 (DR-420, DR-420 TIF, DR-420 M-P)
4. TYPE: Memorandum
DATE: August 10, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
SUBJECT: Update on financing a 2007 Peterbilt Garbage Truck, approved at the 3/19/07 council meeting, and recommendation that the bid should go to Hancock Bank for 3.98%.
5. TYPE: Memorandum
DATE: August 13, 2007
SENT BY: Karen M. Phillips, Director of Administration/City Clerk
ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
SUBJECT: Update regarding the City Attorney Search Process.

Monthly Reports (July 2007)

Administration Dept. (Advisory Board Statistics)
Community Development
Department of Public Works
Finance Department
Fire Department
Human Resources
Parks & Recreation
Police Department

Miscellaneous Minutes

City Advisory Boards

Planning & Zoning June 13, 2007

Council Rep Boards

Hernando County Community Alliance June 14, 2007

NOTE: Copies of all correspondence on file in office of the City Clerk

G:\WP_WORK\ClerkOffice\Correspondence-to-Note\08-20-07 CTN.wpd

City of Brooksville



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

July 30, 2007

Ms. Elba Lopez, Transit Administrator
Florida Department of Transportation
11201 N. McKinley Street
M. S. 7-500
Tampa, FL 33612

RE: City of Brooksville TOPS Grant Agreement
FPN: 413025-1-94-01
Contract No.: AM827

Dear Ms. Lopez:

The City has been coordinating with Randy Prescott (FDOT Brooksville Maintenance Office) on permitting two sidewalk projects that would utilize TOPs grant funds. Enclosed are two sets of design/permitting plans for your information, review and comment, if any. The plans provide for sidewalk connectivity on both Cortez Boulevard (SR 50) and Broad Street (US 41).

Once all required approvals are obtained, the City will proceed with putting these two projects out to bid.

Please contact me at 352-544-5430 if you have any questions or require additional information in this regard.

Sincerely,

Bill Geiger
Community Development Director

Pc: ~~CTN/T. Jennene Norman-Vacha, City Manager~~
Randall Prescott, P.E. - FDOT Brooksville Office
Emory Pierce, P.E., Public Works Director

CTN 8/20/07

City of Brooksville



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

August 3, 2007

08-03-07 A11:30

Mr. Alvin R. Mazourek, CFA
Hernando County Property Appraiser
201 Howell Avenue
Brooksville, FL 34601

Re: Certification of Taxable Value for 2007 (DR-420;
DR-420 TIF;DR-420 M-P

Dear Mr. Mazourek:

Please find enclosed copies 1 and 2 of the DR-420 *Certification of Taxable Value* for Tax Year 2007, DR-420TIF *Tax Increment Adjustment Worksheet* for tax year 2007, and DR-420 M-P, *Municipality Maximum Millage Levy Calculation Preliminary Disclosure* (2007) for the City of Brooksville.

Thank you.

Yours very truly,


Stephen J Baumgartner
Finance Director

enclosure

cc: Mrs. Karen Phillips, CMC & Director of Administration

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*re: lead
8/3/07*

cn. 8/20/07

City of Brooksville



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

08-03-07 A11:31

August 3, 2007

Ms. Juanita B. Sikes
Tax Collector of Hernando County
20 North Main Street
Room 112
Brooksville, FL 34601

Re: Certification of Taxable Value for 2007 (DR-420;
DR-420 TIF; DR-420 M-P)

Dear Mrs. ^{*Juanita*} Sikes:

Please find enclosed copies 1 and 2 of the DR-420 *Certification of Taxable Value for Tax Year 2007, DR-420TIF Tax Increment Adjustment Worksheet for tax year 2007, and DR-420 M-P, Municipality Maximum Millage Levy Calculation Preliminary Disclosure (2007) for the City of Brooksville.*

Thank you.

Yours very truly,

Stephen J Baumgartner
Stephen J Baumgartner
Finance Director

enclosure

cc: Mrs. Karen Phillips, CMC & Director of Administration

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*rc. lead
8/3/07 js*



CITY OF BROOKSVILLE FINANCE DEPARTMENT

Date: August 10, 2007
To: T. Jennene Norman-Vacha, City Manager
From: Stephen J Baumgartner, Finance Director *[Signature]*
RE: Financing 2007 Peterbilt Garbage Truck

SUMMARY: City Council approved the purchase of a Garbage Truck on 3/19/07 not to exceed \$148,470. Quotations were sent out to 14 financial institutions for financing a 2007 Peterbilt Garbage Truck for 7 years in the amount of \$148,000. We received 7 quotations and plan to award the best bid.

GENERAL INFORMATION: The two best interest rate quotes are Hancock Bank at 3.98% and BB&T at 4.23%. However, Hancock Bank is quoting up to \$1,500 in Bank Counsel fees. BB&T has no fees. I ran a simple amortization on both rates for quarterly payments and we saved \$1,464 in interest costs with Hancock Bank. This is offset by the possibility of up to \$1,500 in fees, however Mr. Cole of Hancock Bank states in an e-mail the fees should not exceed \$1,000.

The Hancock interest expense over the 7 years is:	\$22,302.72
Expected Bank Counsel Fees	\$ 1,000.00
Total	\$23,302.72
BB&T Interest Expense	\$23,766.56
Hancock Savings	\$463.84

Also, BB&T quoted a prepayment penalty of 1% and Hancock listed none, however Andy Smith from BB&T has offered to strike the penalty.

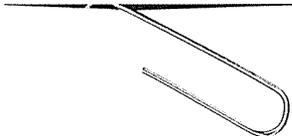
We considered borrowing the funds to purchase the truck from our Vehicle Replacement Fund. However, the July interest rate in the SBA Local Government Surplus Investment Pool is 5.40%. At this time, it would benefit the City to keep the funds invested and borrow at 3.98%.

BUDGET IMPACT: Our 07/08 Solid Waste Budget includes the interest and principal to service this debt.

STAFF RECOMMENDATION: Although, both proposals are very close, staff recommends the bid should go to Hancock Bank for 3.98%. Loan documents should be available for Council approval for the 9/10/07 Council meeting.

attachment

GTN 8/20/07 [Signature]



City of Brooksville

MEMORANDUM

To: T. Jennene Norman-Vacha, City Manager

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

Subject: City Attorney Search Process Update

Date: August 13, 2007

The Request for Proposals for the position of City Attorney closed at 3:00 pm on Friday, August 10, 2007 (copy of RFP attached for your reference). As a result, the following applications were received (copy also provided):

- Fowler & O'Quinn, PA, Orlando, FL – Principal Counsel Carole Joy Barice
- Fowler White Boggs Banker, Tallahassee, FL – Principal Counsel Jacob D. Varn
- The Hogan Law Firm, Brooksville, FL – Principal Counsel George G. Angeliadis
- Kristie L. Kroslack, Attorney at Law, Brooksville, FL
- Joseph A. Poblick, P.A., Attorney at Law, Zephyrhills, FL

In the prior City Attorney process in 2001, all applications were passed out to City Council Members, who then (by consensus) decided to select their top seven choices for interview. Those choices were turned in to this office later that week and we compiled a total vote tally. The top 5-7 vote getters were to be interviewed (turned out to be 5 in the end – see attached). City Council then interviewed those applicants and ranked their choices. Those ranked tallies were then totaled and points assigned similar to the process undertaken recently for the City Manager position (ranking and final tally sheet sample attached). Please provide direction on how we should proceed at this point.

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CM 8/16/07
APPLICATIONS
RECORDED

2007 BEAUTIFICATION BOARD ATTENDANCE

<u>Mtg. Date</u>	<u>Taylor</u>	<u>Jackson</u>	<u>Jones</u>	<u>Kavouras</u>	<u>Sensale</u>	<u>Sperling</u>
January 9	Present	Present	Present	Present		Present
	<u>Thompson</u>					
February 13	Present	Present	Unexcused	Present	Excused	Present
March 12 (Subcommittee of 3)	Present	Present			Present	Present
March 13	Present	Present	Unexcused	Excused	Present	Present
April 10 no quorum	Excused	Present	Unexcused	Excused	Present	Excused
May 8	Present	Present	Unexcused	Unexcused	Present	Present
June 12	Present	Present	Excused	Present	Present	Present
(summer recess)						
Sept. 11						

CITY OF BROOKSVILLE
PLANNING AND ZONING COMMISSION MEETING
Regular Meeting

6:30 P.M.

June 13, 2007

Attendees: George Rodriguez, Elmer Korbus, Louise Taylor, John Wanat, and Ernie Weaver. Also attending were Bill Geiger, Community Development Director, David LaCroix, City Attorney, and Patricia Jobe, Planning & Zoning Coordinator/Recording Secretary. Absent: Charles Miller and Don Varn.

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

APPROVAL OF MINUTES

Motion was made by Commissioner Wanat, seconded by Commissioner Korbus, to approve the minutes of their May 9, 2007, meeting as written. Motion carried 5-0.

CPA 2007-02 - SMALL SCALE COMPREHENSIVE PLAN AMENDMENT - HUBERT W. DUKES
Review and forward recommendations on adoption to City Council

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

Introduction & Background Information:

This report is for one small-scale Comprehensive Plan amendment. The subject property related to this amendment is .69 acres +/-, and is located on the north side of Oakdale Avenue, approximately 196' west of Ponce De Leon Boulevard and 187' east of Sharon Street. This property is directly adjacent to industrial/commercial uses on the east, residential uses on the west and south, and vacant land (unimproved r/w & the west end of a commercial property) on the north. The City's current "Future Land Use" designation for the subject parcel is "Single Family Residential," and the zoning is R1B.

The petitioner is requesting that the City amend its Comprehensive Plan to designate this property with a "Commercial" Future Land Use designation. The property is directly adjacent to heavy commercial activities (including a propane service and delivery company and a pest control company) that are located directly east and north of the property on Ponce De Leon Boulevard (S.R. 98 North). The propane company has a Future Land Use designation of Industrial and the pest control company is Commercial. The petitioner has expressed an intent to build a mini-warehouse/storage facility at the subject site, to serve the residential community in the vicinity and to act as a buffer to the higher intensity uses to the east.

This proposed amendment is to change the Future Land Use designation of this property from Single Family Residential to Commercial in the City's Comprehensive Plan. Based on City policy, the land use designation of Commercial for this property would not be inconsistent with the City's Comprehensive Plan.

The table below identifies the proposed amendment.

Table 1
Future Land Use Map Amendment(s)

File No.	Existing Land Use Designation	Proposed FLU Map Designation	Location	Acres	Petitioner
CPA 2007-S2	Single Family Residential	Commercial	North side of Oakdale Avenue 196' ± west of Ponce De Leon Boulevard	.69+ /-	Hubert W. Dukes

PN 8-26-07

**Hernando County Community Alliance Meeting
June 14, 2007**

Members Present: Linda Bixby, C.A.P.P.; Andrea Bricker, DCF; Mari Claiborne, Harp & Smith; Jennifer Dallner, Big Brothers/Big Sisters; Danielle Damato, KCI; Rose Dunn, Dawn Center; Judith Everett, District 13 SEDNET; Audrey Freeman, USF student; Bruce Gimbel, Jericho Road Ministries; Harry Hill, DJJ; Pamela King, NFBHP; Mathew Kline, KCI/Camelot; Lisa Panzer, Devereux Kids; Debra Pilla, CARE Network; Meghan Riley, Camelot Community Care; Janice Roy, Children's Advocacy Center; Barbara Smith, HCSB; Colleen Talpa, Devereux Kids; Kristy Thomas, The Harbor; Margaret Tuohy, Children's Advocacy Center; Jeanne Travaglino, Devereux Kids; Francine Ward, MFCS; Dolly Warden, World Relief; Barbara Wheeler, E.D.; Kathleen Winters, Head Start

Welcome & Introductions

Lisa Panzer began the meeting by welcoming everyone and introduced herself as the facilitator for the Community Alliance.

Pamela King, Value Options, made a quick request before the guest speaker began her presentation. She announced that North Florida Behavioral Health Partners, who services the Medicaid population for mental health which includes Hernando County, requires that a Stakeholder Survey be completed every year. The survey was passed out and requested to be completed before the end of the meeting.

Relative Caregiver Presentation

Andrea Bricker, Permanency Specialist with the Office of Family Safety, DCF, came to the Community Alliance meeting to discuss the Relative Caregiver Program. The main topic of her presentation is to explain how families can get funding through this program. Partner providers are The Harbor, Camelot Community Care, and The Centers. The following is the actual powerpoint program that was presented:

RELATIVE CAREGIVER PROGRAM

Background

- 1998 Florida Legislature passed 39.5085 FS establishing the Relative Caregiver Program
 - Children placed with relatives by court order due to abuse, neglect or abandonment
 - Funded by TANF block grant
- Relative placement frequently provides more stability, less trauma, & more permanency than shelter or foster care placement
 - Financial & other support services needed for relative to adequately care for & provide a stable home

When a Child has Been Placed with a Relative

- What is the first thing you need to know?
 - The caregiver may be eligible for financial assistance to off-set the child's basic needs
- PRIOR TO ADJUDICATION
- Tell the caregiver to either go to
 - <https://www.myflorida.com/accessflorida> and apply for a temporary cash assistance (TCA) child-only grant
 - Or the nearest ACCESS Florida office and apply for TCA

Web Application

- Lets customers apply or recertify for Food Stamps, TCA, and/or Medicaid
- Reduces paper and allows quicker processing
- Allows for privacy
- Customers can edit, submit changes, and add comments after the Web Application has been submitted with the E-signature
- The Web Application Help Desk is available by calling the **Customer Call Center 1-866-762-2237**

pe read' 8