

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

AGENDA

November 17, 2008

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. **FDLE 2008 Edward Bryne Memorial Justice Assistance/JAG Grant**  
Acceptance of the \$1,139 2008 Edward Byrne Memorial Justice Grant Program Florida JAG Direct Grant and authorize the Mayor to execute the necessary grant documents, together with approval of appropriate budget amendment.
2. **2007-08 Budget Amendments**  
Consideration of year end budget amendments.
3. **Christmas Holiday**  
Revision to 2008 Holiday Schedule to switch annual Christmas Holiday dates from Wednesday (12/24/08) and Thursday (12/25/08) to Thursday, December 25<sup>th</sup> and Friday, December 26<sup>th</sup> to match the Hernando County revised calendar.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve  
Attachments: 1) Memo from Police Chief dated 11/17/08; 2) Memo from Director of Finance dated 10/30/08; 3) Memo from City Manager dated 11/10/08.

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Kiwanis Club of Brooksville Fee waiver Request**  
Consideration of request from Kiwanis Club of Brooksville to waive tent fee permit application fee of \$100 and surety cleaning bond of \$500 for the December 13, 2008 fundraising event in honor of Dr. Paul Farmer, which will be held at the SunTrust Parking Lot on the corner of Orange and Jefferson.

Presentation: Tricia Bechtelheimer, Event Chair  
Recommendation: Approval or direction to Staff  
Attachments: Letter from organizers dated 11/12/08

REGULAR COUNCIL MEETING AGENDA - NOVEMBER 17, 2008

E. REGULAR AGENDA

1. **Resolution No. 2008-29 Certification of Canvassing Board Results**

Consideration of resolution officially declaring the results of the November 4, 2008, Municipal Election of David Pugh, Jr. as the Group Seat No. 2 City Council Member and Joe Johnston as the Group Seat No. 3 City Council Member for 4-year terms of office from December 1, 2008 through December 2012.

Presentation: City Clerk  
Recommendation: Approval of Resolution upon roll call vote  
Attachment: Memo from City Clerk dated 11/4/08; Proposed Resolution

2. **Hometown Cloverleaf Phase II Utility Service Agreement (USA)**

Consideration of approval of USA with Hometown Cloverleaf Phase II, LLC and Hometown Cloverleaf LLC, granting utility and drainage easements as included therein and authorizing the City Manager to execute the USA.

[Continued from 10/06/08]

Presentation: Director of Public Works  
Recommendation: Approval or provide direction to staff  
Attachments: Memo from Director of Public Works dated 11/03/08; Proposed Agreement

3. **The Enrichment Center of Hernando County**

Update on proposed partnership with The Enrichment Center of Hernando County, requesting consideration of use of the Jerome Brown Community Center for their activities/programs and special needs shelter project.

[Continued from 10/06/08]

- a) Partnership with the Enrichment Center of Hernando County.
- b) Special Needs Shelter Proposal and Resolution of support.

Presentation: Parks & Recreation Director and Deborah Walker-Druzbeck  
Recommendation: a) Direction to Staff  
b) Direction to Staff and approval of resolution upon roll call vote  
Attachments: a) Memo from Director of Parks & Recreation dated 11/12/08 with attachments; b) Memo from Director of Parks & Recreation dated 11/12/08 with attachments including Resolution No. 2008-30

REGULAR COUNCIL MEETING AGENDA - NOVEMBER 17, 2008

- F. ITEMS BY COUNCIL
- G. CITIZEN INPUT
- H. ADJOURNMENT

**CORRESPONDENCE TO NOTE**

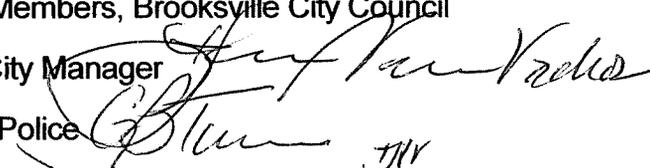
*Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at [www.cityofbrooksville.us](http://www.cityofbrooksville.us). Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/544-5400.*

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

**Brooksville Police  
Department**

# Memo

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

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

**From:** George B. Turner, Chief of Police 

**Date:** November 17, 2008

**Re:** 2008 Edward Bryne Memorial Justice Assistance Grant Program,  
Florida JAG Direct.

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**General information:** The Florida Department of Law Enforcement has received an award from the United States Department of Justice for the FFY 2008 Edward Bryne Memorial Justice Assistance Grant ( JAG ) Program. These grant funds are distributed to units of local government based on crime statistics reported to FDLE.

FDLE has allocated \$ 1,139.00 of this award to the Brooksville Police Department. This award must be utilized for the purchase of equipment in one of seven federal purpose areas.

The Brooksville Police Department has identified the need for specific surveillance equipment in the furtherance of our narcotics investigations that fall within the guidelines of the purpose areas.

**Budget Impact:** There are no matching fund requirements in this grant. A budget amendment allocating the revenues and offsetting expenses will be prepared with Council approval.

**Staff Recommendation:** Staff recommends that the City Council accept the 2008 Edward Bryne Memorial Justice Grant Program, Florida JAG Direct , authorizing the signature of the Mayor on the Certificate of Acceptance and appropriate grant documents. Further staff recommends approval of the appropriate budget amendment.

**Attached documentation:**

- 1) Letter dated October 21, 2008 from FDLE.



Florida Department of  
Law Enforcement

Gerald M. Bailey  
*Commissioner*

**Office of Criminal Justice Grants**  
Post Office Box 1489  
Tallahassee, Florida 32302-1489  
(850) 617-1250  
[www.fdle.state.fl.us](http://www.fdle.state.fl.us)

Charlie Crist, *Governor*  
Bill McCollum, *Attorney General*  
Alex Sink, *Chief Financial Officer*  
Charles H. Bronson, *Commissioner of Agriculture*

October 21, 2008

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

Re: Federal Fiscal Year (FFY) 2008 Edward Byrne Memorial Justice  
Assistance Grant (JAG) Program—Florida JAG Direct

Dear Mayor Pugh:

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice for FFY 2008 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. These grant funds are distributed to units of local government based on local crime statistics reported to FDLE.

FDLE has allocated \$1,139 from this award for use by your agency, in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. To receive future awards, the subgrantee must continue to report to the FDLE's Uniform Crime Report. General instructions regarding the application process and a list of federal purpose areas can be found at <http://www.fdle.state.fl.us/grants/jagd/instructionsSFY2009.doc>.

Allocations must be used for one of the seven federal purpose areas listed at the above website. Recipients must apply on-line using FDLE's grant management system, Subgrant Information Management On-Line (SIMON). Simon can be accessed at <http://simon.fdle.state.fl.us>. The Project Start and End Dates in the on-line application should reflect the period February 1, 2009 through July 31, 2009.

The Honorable David Pugh  
October 21, 2008  
Page Two

Application completion will require an "Announcement Code" which is a security feature allowing access to the application. The Announcement Code is JAGD0809. Note that this Code will be activated on October 22, 2008. Application completion will not be possible without the announcement code. To assist you in completing this application a user manual is available on-line. The deadline for this on-line submission is **November 28, 2008 at 5:00 p.m.** at which time the announcement code will be deactivated.

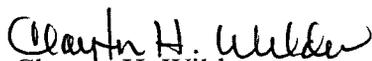
In addition to the on-line submission, recipients must print out the completed application and required certifications and submit two hard copies (with original signatures) to:

Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308

The deadline for this hard copy submission is **December 5, 2008.**

Our office is available for any assistance needed Monday through Friday, 8:00 a.m. till 5:00 p.m. EDT. For issues relating to SIMON, call (850) 617-1250 and ask for the SIMON Help Desk; otherwise ask for Janice Parish, Planning Manager.

Sincerely,

  
Clayton H. Wilder  
Administrator

CHW/JP/th

cc: Law Enforcement Agency Head

## **CITY OF BROOKSVILLE FINANCE DEPARTMENT**

**Date:** October 30, 2008

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

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

**From:** Stephen J Baumgartner, Finance Director

**RE:** 2007 08 Budget Amendments



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### **SUMMARY**

Attached is a list of Budget Amendments for 2007 08. These are clean-up amendments to make sure no Departments or Funds go over their authorized expenditures.

### **GENERAL INFORMATION**

An explanation is given for each amendment. The \$20,060 Fire Department Machinery and Equipment amendment request was an even exchange of a Generator for another Generator. However, due to Fixed Assets accounting purposes we needed to book the sale (trade-in) and the purchase. No cash was involved in this transaction.

### **STAFF RECOMMENDATION**

Staff recommends approval of the 2007 08 Budget Amendments.

sjb

07 08 Budget Amendments  
for Council Meeting 11 17 08

| General Ledger Account                  | GL Account Name                               | Amount    | Reason for Amendment  |
|---|---|-----------|---|
| <b>City Manager's Office</b>            |   |           |   |
| 001-011-512-52300                       | Health Insurance (Expense)                    | 4,430.00  | The 07 08 Budget should have budgeted 1 more employee             |
| 001-011-512-52302                       | HRA-Health Reimbursement (Expense)            | 4,500.00  | HRA payments are higher than budgeted                             |
| Total                                   | Offset to General Fund Reserves               | 8,930.00  |   |
| <b>Fire Department</b>                  |   |           |   |
| 001-014-512-51200                       | Regular Salaries (Expense)                    | 6,500.00  | Promotions within Year created higher salaries                    |
| 001-014-512-51410                       | Overtime-Scheduled (Expense)                  | 8,000.00  | Scheduled Overtime was higher than expected                       |
| 001-011-512-52302                       | HRA-Health Reimbursement (Expense)            | 2,000.00  | Accrual of HRA payments creates unknown liability until 12 31 08. |
| 001-014-512-51605                       | Bereavement Pay (Expense)                     | 1,000.00  | Not budgeted in 07 08, but funds were spent.                      |
| 001-014-512-51608                       | Military Leave (Expense)                      | 2,000.00  | Not budgeted in 07 08, but funds were spent.                      |
| 001-014-512-51608                       | Workers' Compensation Claims (Expense)        | 2,000.00  | Not budgeted in 07 08, but funds were spent.                      |
| 001-014-512-55250                       | Fuels & Lubricants                            | 5,000.00  | Spike in fuel costs; budget is over 34% of original budget        |
| Total                                   | Offset to General Fund Reserves               | 26,500.00 |   |
| 001-014-522-55640                       | Machinery & Equipment (Capital Expense)       | 20,060.00 | Trade-in (Exchange) of Generator (New Generator purchase)         |
| 001-000-364-48840                       | Proceeds of Sale of Fixed Assets (Revenue)    | 20,060.00 | Trade-in (Exchange) of Generator (Trade-In of Old Generator)      |
|   | No Offset to General Fund Reserves            |           |   |
| <b>Law Enforcement Trust Fund</b>       |   |           |   |
| 116-013-521-55500                       | Uncapitalized Equipment (Expense)             | 2,250.00  | Guns purchased out of Law Enforcement Trust Funds monies          |
| Total                                   | Offset to Law Enforcement Trust Fund Reserves | 2,250.00  |   |
| <b>Police Grants and Donations Fund</b> |   |           |   |
| 123-013-521-54900                       | Other Current Charges (Expense)               | 3,000.00  | K-9 expenses (materials for new drug dogs)                        |
|   | Offset to Police Grants & Donations Reserves  | 3,000.00  |   |



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**  
**FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**SUBJECT: AMENDMENT FOR 2008 HOLIDAY SCHEDULE**  
**DATE: NOVEMBER 10, 2008**

A handwritten signature in black ink, appearing to read "T. Jennene Norman-Vacha", written over the "FROM" line of the memorandum.

**GENERAL SUMMARY/BACKGROUND:** Council previous approved the 2008-09 Holiday Schedule on October 20, 2008. The schedule was approved in accordance with City of Brooksville Personnel Policy, Section 5.00, Holidays which recognizes "holidays/offices closed" for Christmas Eve and Christmas Day (Note: for 2008 this is Wednesday, December 24 and Thursday, December 25<sup>th</sup>).

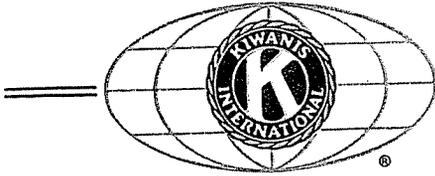
We have been advised that the Hernando County Board of County Commissioners and the State of Florida, Courts of the Fifth Judicial Circuit, which typically recognize/observe Christmas Eve and Christmas Day, have approved for an exception in policy for the 2008 designated Christmas holidays. This year they will both be observing Christmas Day and the day after Christmas (Note: for 2008 this is Thursday, December 25<sup>th</sup> and Friday, December 26<sup>th</sup>).

For consistency with the closing of other local governmental offices, we recommend amending/changing the 2008 Holiday Schedule for the City of Brooksville employees to observe Christmas Day and the day after Christmas (Thursday, December 25<sup>th</sup> and Friday, December 26<sup>th</sup>) instead of Christmas Eve and Christmas Day (Wednesday, December 24 and Thursday, December 25<sup>th</sup>).

**BUDGET IMPACT:** There is no budgetary impact for this item.

**LEGAL REVIEW:** The City Council is legally authorized to establish/amend the City's holiday schedule.

**STAFF RECOMMENDATION:** Staff recommends amending/changing the 2008 Holiday Schedule for the City of Brooksville employees to observe Christmas Day and the day after Christmas (Thursday, December 25<sup>th</sup> and Friday, December 26<sup>th</sup>) instead of Christmas Eve and Christmas Day (Wednesday, December 24 and Thursday, December 25<sup>th</sup>).



# KIWANIS CLUB

OF BROOKSVILLE, INC.

MEETS TUESDAY  
NIGHT 6:00 P.M.

POST OFFICE BOX 685  
BROOKSVILLE, FL 34605-0685

Page 1 of 1

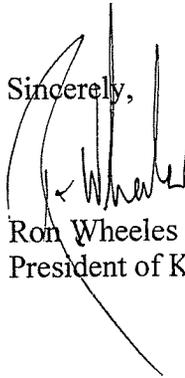
November 12, 2008

The Honorable Mayor and City Council Members  
City of Brooksville  
201 Howell Ave.  
Brooksville, FL 34601

Dear Mayor and Council Members:

In conjunction with the City of Brooksville's annual award of the "Great Brooksvillian of the Year" to Dr. Paul Farmer, the Kiwanis Club of Brooksville and Partners for Paul will be hosting a Reception Honoring Dr. Paul Farmer, the 2008 Great Brooksvillian on Saturday, December 13, 2008 and will have tents installed on the premises of the Sun Trust Parking Lot at Orange & Jefferson Avenues, as well as at the main branch of the Hernando County Library on Howell Avenue. We are respectfully requesting City Council consideration of waiver of the \$100 permit fee for these tents, as well as the \$500 security deposit bond required due to the nature of this fundraising event. The organizers will ensure that the site is cleaned up properly and all litter disposed of as required.

Sincerely,



Ron Wheelles  
President of Kiwanis Brooksville



**City of Brooksville  
Temporary Use and Structure Permit**



Applicant's Name: Brooksville Kiwanis

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

City: Brooksville State: FL Zip: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Cellular No.: (\_\_\_\_) \_\_\_\_\_

Agent's Name: Sunshine Tent Rental

Permanent Address: P.O. Box 351

City: Brooksville State: FL Zip: 34605

Telephone No.: (352) 796-5394 Cellular No.: (352) 279-4428

Dates and Hours of Operations: 9-5 M-F

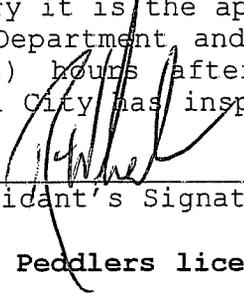
Type of Activities: Reception honoring DR. PAUL FARMER

Location of Activities: SunTrust Parking Lot orange + Jefferson Aves.

Type of Temporary Structure (if any) to be used: Tent

Application Fee: \$100.00 (non-refundable)

I understand and agree to the conditions set forth in the Temporary Use and Structure Ordinance, No. 648. I further understand that this application will not be considered complete until all required information is provided. If a Temporary Power Pole is necessary it is the applicant's responsibly to obtain a permit from the County Building Department, and also insure that the pole is disconnected within twenty-four (24) hours after completion of event. Surety Bond/Check will not be refunded until City has inspected site for compliance.

  
 \_\_\_\_\_  
 Applicant's Signature Date 10-31-08

You may also be required to obtain a Peddlers license from the Brooksville Police Department.

**FOR STAFF USE ONLY**

Received: \_\_\_\_\_ Staff Initials: \_\_\_\_\_ Zoning: \_\_\_\_\_ Site Layout: \_\_\_\_\_ Bond: \_\_\_\_\_ (amt: \$ \_\_\_\_\_)

Liability Insurance: \_\_\_\_\_ (amt: \$ \_\_\_\_\_) Notarized consent: \_\_\_\_\_ Peddler's Permit: \_\_\_\_\_ Fire certified: \_\_\_\_\_

Approved: \_\_\_\_\_ Conditions: \_\_\_\_\_ (on back of this application) Disapproved: \_\_\_\_\_

\_\_\_\_\_  
City Manager or designee signature

\_\_\_\_\_  
Date

ORDINANCE NO. 648

AN ORDINANCE AMENDING THE CODE OF THE CITY OF BROOKSVILLE, PART III, LAND DEVELOPMENT CODE, SUBPART B, "LAND USE/ZONING REGULATIONS," ARTICLE III, "SPECIFIC REGULATIONS," BY ADDING THERETO A NEW SECTION 34, ENTITLED "OUTDOOR NON-RESIDENTIAL TEMPORARY USES AND STRUCTURES;" DELINEATING THE OUTDOOR NON-RESIDENTIAL TEMPORARY USES AND STRUCTURES PERMITTED IN THE CITY; ESTABLISHING THE PROCEDURES, STANDARDS AND CONDITIONS FOR APPROVAL THEREOF; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Land Development Code included in the Code of the City of Brooksville, Florida, contains provisions for various permitted uses and structures in the City but is silent as to certain outdoor non-residential temporary uses and structures which the City Council desires to authorize and approve; and

WHEREAS, this ordinance is not inconsistent with the City of Brooksville Comprehensive Plan; and

WHEREAS, it is the desire and intent of the Brooksville City Council to allow various outdoor non-residential temporary uses and structures in the City but to establish procedures, standards and conditions for the approval thereof;

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

SECTION 1. The Code of the City of Brooksville, Florida, Part III, "LAND DEVELOPMENT CODE," Subpart B., "Land use/Zoning Regulations," Article III, "Specific Regulations," is hereby amended by the addition thereto of the following new Section 34:

PART III

LAND DEVELOPMENT CODE

. . .

Subpart B

LAND USE/ZONING REGULATIONS

. . .

ARTICLE III. SPECIFIC REGULATIONS

. . . .  
Sec. 34. Outdoor Non-Residential Temporary Uses and Structures.

.1 Outdoor Non-Residential Temporary Use General Provisions. (The term "outdoor" as used in this Section pertains to activities, events or sales that are held outside of any approved principal structure that may be located on a site or parcel.) All outdoor non-residential temporary uses described herein shall be subject to the following regulations except where otherwise provided for in this Section:

A. Hours of operation for all such sales/events shall be limited from 8:00 a.m. to 12:00 midnight.

B. Display, sales and merchandise areas and temporary structures associated with a outdoor temporary use event shall be confined to areas no closer than ten (10) feet to front and rear property lines and any side property lines abutting a street, five (5) feet to other side property lines, and ten (10) feet to any driveway. Such display, sales and merchandise areas and temporary structures areas shall not be located within any parking or landscaped area required for existing uses on the same lot or parcel or in any area designated and used for surface water drainage retention and treatment.

C. The written consent of the owner(s) of the lot or parcel on which a sale or event is conducted shall be required. For sales or events on lots on which there are located one or more other business(es), the written consent of all the owners of the businesses located on the property shall be required.

.2 Outdoor Non-Residential Temporary Use Specific Provisions. Within the City of Brooksville, unless otherwise allowed in this Land Development Code, only the following outdoor non-residential

temporary uses, subject to related provisions, are permitted, provided they comply with the standards and conditions set forth herein and obtain approval pursuant to subsection .4, below:

- A. Publicly-sponsored Events/Locations.** Any outdoor non-residential temporary use or structure used in an event sponsored or authorized by a governmental agency and/or held on publically-owned property (i.e., Parks, Hernando County Fairgrounds, School Sites, etc.) shall be exempt from the requirements of this Section, provided said temporary use or structure associated with the use does not exceed thirty days.
- B. Seasonal Outdoor Sales Events.** Seasonal outdoor sales of pumpkins, Christmas trees, and fireworks are permitted on any improved or unimproved property in any non-residential zoning district in accordance with the following conditions, requirements and limitations: Pumpkins may be sold only from October 1 through November 30; Christmas trees, from November 15 through January 1; and fireworks, from December 15 through January 1 and from June 1 through July 10.
- C. Temporary On-site Sales.** Temporary on-site sales (defined as temporary outdoor displays or sales by any business permanently located on, and having paid an occupational license tax for, a location on the same lot as the temporary sale or display) are permitted on any improved property in any non-residential zoning district in accordance with the following conditions, requirements and limitations: No outdoor on-site sale shall last for more than ten (10) consecutive days. Sales by any one business may not exceed thirty (30) days in any consecutive period of six (6) months.
- D. Temporary Off-site Sales.** Temporary off-site sales (defined as temporary outdoor displays or sales by any person or organization that does not maintain a permanent business location for which an occupational license has been paid on the same lot as the temporary

display or sale) are permitted on any improved property in any non-residential zoning district in accordance with the following conditions, requirements and limitations: a. No off-site sale shall last for more than seven (7) consecutive days. Sales by any one off-site business may not exceed fifteen (15) days in any consecutive period of six (6) months.

**E. Outdoor Political Rallies, Religious Services.** Outdoor political rallies for any candidate or issue and outdoor religious services shall be permitted on any improved or unimproved property in the City in accordance with the following conditions, requirements and limitations:

- a. Outdoor political rallies shall be limited to the hours of 8:00 a.m. to 10:00 p.m.
- b. Outdoor religious services shall be limited to the hours of 8:00 a.m. to 10:00 p.m. if they are located within five hundred (500) feet of any property used for residential purposes.
- c. No outdoor political rally or outdoor religious service shall last for more than fourteen (14) days within a six (6) month period, at a single location.
- d. Exceptions to the times specified in this subsection may be approved by the City Manager, or the City Manager's authorized designee, for certain seasonal or special events, giving consideration to the proximity and potential impact on adjoining property based on the proposed scope of the event.

**F. Fairs, Circuses, Carnivals, Rodeos, Art or Craft Festivals.** Fairs, circuses, carnivals, art or craft festivals and other similar entertainment events are permitted subject to the following criteria: Such events are subject to meeting all applicable health and safety regulations and must provide adequate

sanitation facilities and sewage disposal systems on site.

**G. Other Sales or Events.** Any other sale or event not expressly addressed in this code may be approved at the discretion of the City Manager, or the Manager's authorized designee. Such events must adhere to the minimum criteria as set forth in subsection .1 and sub-subsection .2 D above. The City Manager, or the Manager's authorized designee may place further restrictions if deemed necessary to ensure that the public's health, safety, and welfare is not compromised. This ordinance does not regulate yard sales or other uses typically considered incidental to the residential use of a property that has a residential zoning designation within the City Limits.

**.3 Temporary Structures.** Unless otherwise permitted in this Land Development Code, and except for temporary structures used in conjunction with non-commercial social events such as weddings, temporary structures are permitted within the City only in conjunction with permitted outdoor temporary uses and are limited to the following:

**A. Tents/Canopies.** Tents and canopies are allowed as long as they are constructed of durable material and tied down in a secure fashion. Tents shall be made of flame-retardant material and shall be completely located within the area to which the sale or display of merchandise or the conduct of individual outdoor political candidate rallies and religious services are restricted. Tents must be inspected and approved by the Chief of the Brooksville Fire Department, or the Chief's authorized designee, and the Community Development Department before the permitted outdoor temporary use is begun. Tents or Canopies must be promptly removed within one day of the conclusion of the sale or event.

**B. Temporary Signs.** Temporary signs shall only be permitted for the same duration of time and at the same location as have been approved for the associated outdoor temporary use and/or

structure. Any temporary sign in conjunction with an outdoor temporary use or structure shall be limited to banners or affixed signs provided the total area of signage does not exceed thirty-two (32) square feet, OR one freestanding two-sided sign not to exceed twenty-four (24) square feet on each side and not-to-exceed six (6) feet in height. The signage must be securely and safely affixed or installed.

C. **Inflated Figures and Balloons.** Inflated figures, balloons and similar devices are prohibited, unless expressly approved by the City Manager, or the Manager's authorized designee, in conjunction with a publicly-sponsored event.

D. **Other Temporary Structures/Vehicles.** Other temporary structures such as a portable trailer or vehicles such as a recreational vehicle or motor home may be approved for use in conjunction with an outdoor temporary use event at the discretion of the City Manager, or the Manager's authorized designee, giving consideration to safety and Community aesthetic standards.

.4 **Permits Required; Procedure.** No outdoor non-residential temporary use shall be conducted within the City except in accordance with a permit to be obtained therefor, issued pursuant to the following procedure:

A. **Permit Application.** Application for an outdoor temporary use permit shall be made on such form as shall be required by the City Manager, along with a permit fee as shall be established by the City Council by Resolution. The application form shall include or be accompanied by the following and shall be received no later than fourteen (14) business days prior to said event:

a. A plan, drawn to scale, showing the lot or parcel dimensions; adjoining streets and points of access; the location of all activities and outdoor temporary structures including signage and setbacks

from lot lines and driveways; the location and use of any permanent buildings and uses on the lot or parcel; the location and amount of existing parking areas on the lot or parcel and any temporary additional off-street parking areas proposed to be used in conjunction with the outdoor temporary use.

- b. The name(s) and address(es) of the applicant(s); a general description of the outdoor temporary use; and the proposed date and hours of operation of the outdoor temporary use.
- c. The notarized written consent of all persons whose consent to the outdoor temporary use is required.
- d. Except for publicly-sponsored events, a surety bond or a personal bond accompanied by cash or cashier's check or certified check made payable to the City of Brooksville, conditioned upon the restoration of the site to its condition existing prior to the outdoor temporary use, the repair and cleanup of all damage to and littering of adjacent public rights-of-way and other public property caused directly or indirectly by the outdoor temporary use, and the payment of all costs incurred by the City for garbage pickup, traffic control and other City services and equipment as a result of the outdoor temporary use. The amount of the bond shall be \$500.00 for seasonal sales events, temporary on-site sales, temporary off-site sales, political rallies and religious services; and \$1,500.00 for privately-sponsored fairs, circuses, carnivals, art or craft festivals and similar entertainment events.
- e. Except for publicly-sponsored events, proof of general liability insurance for a minimum amount of \$300,000.00 for any event that involves the use of amusement

rides and for a minimum amount of \$50,000.00 for all other outdoor temporary uses.

f. A flame retardant certificate for any tent to be used.

g. An application and payment for a peddler's permit, if necessary, pursuant to the City of Brooksville Code.

**B. Permit Issuance.** After a completed outdoor temporary use permit application has been filed, the City Manager or the Manager's authorized designee shall, within ten business days thereafter, either approve the outdoor temporary use permit, deny the outdoor temporary use permit for not being in compliance with the requirements of this Land Development Code or approve the outdoor temporary use permit with such conditions as may be reasonably necessary to insure adequate parking of vehicles, safe traffic flow, the reasonable protection, use and enjoyment of nearby properties, and the protection of the public health, safety and welfare.

**.5 Enforcement.** It shall be a violation of this Code to operate or conduct any outdoor temporary use or erect any temporary structure within the City without a permit therefore as required herein; to fail to comply with the conditions and requirements of this Land Development Code and the approved permit in the operation or conduct of any outdoor temporary use; and to continue to operate or conduct any outdoor temporary use after a permit therefor has been revoked.

**.6 Revocation of Permit.** Upon such reasonable notice to the permit holder and such reasonable opportunity for a hearing as may be consistent with the public health, safety and welfare, the City Manager may revoke any outdoor temporary use permit issued hereunder for failure to comply with the requirements, conditions and limitations of this Land Development Code and the outdoor temporary use permit. If necessary to protect the public from imminent harm, an outdoor temporary use permit may be revoked without notice and hearing, provided

notice of revocation and an opportunity to be heard are provided to the permit holder as soon as may reasonably be possible.

SECTION 2. Inclusion in Code. This ordinance shall be and become a part of the Code of the City of Brooksville, Florida, pursuant to Sections 1-12 and 1-13 thereof.

SECTION 3. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

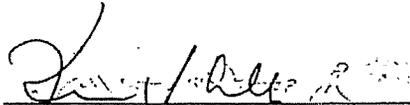
SECTION 4. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

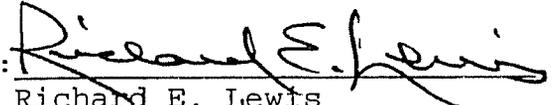
SECTION 5. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 16th DAY OF DECEMBER, 2002, A.D.

ATTEST:

CITY OF BROOKSVILLE, FLORIDA

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

By:   
\_\_\_\_\_  
Richard E. Lewis  
Mayor

Approved as to Form and content for the reliance of the City of Brooksville only:

VOTE OF COUNCIL:

Bernardini            AYE  
Johnston             AYE  
Lewis                 AYE  
Staib                 AYE  
Wever                 AYE

  
\_\_\_\_\_  
David La. Croix, City Attorney

PASSED on First Reading DECEMBER 2, 2002

PASSED on Second and Final Reading DECEMBER 16, 2002

G:\WP\_WORK\ClerkOffice\ORDIN\648-Temp Use\_Structure Final Version.wpd

RESOLUTION NO. 2002-29

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA CREATING THE APPLICATION FEE CHARGED FOR TEMPORARY USES AND STRUCTURES PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted Ordinance No. 648 which provides for the permitting of Temporary Uses and Structures; and

WHEREAS, Ordinance No. 648 requires all temporary uses and structures to obtain a permit; and

WHEREAS, Ordinance No. 648 Section 34.4A. stipulates an application fee to obtain said permit.

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

1. The temporary use/structure permit application fee is \$100.00 for each application submitted. This fee covers administrative costs related to the review of the application and on site inspection.

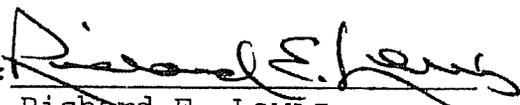
2. This resolution shall take effect immediately upon passage and approval by the City Council.

ADOPTED in regular session this 16<sup>th</sup> day of December, 2002.

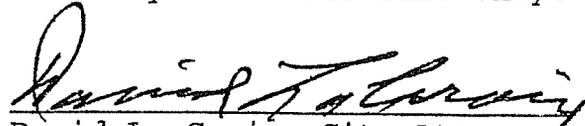
ATTEST:

  
Karen M. Phillips, CMC  
City Clerk

CITY OF BROOKSVILLE

BY:   
Richard E. Lewis  
Mayor

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

  
David La Croix, City Attorney

VOTE OF COUNCIL:

Bernardini AYE  
Johnston AYE  
Lewis AYE  
Staib AYE  
Wever AYE

## City of Brooksville

## MEMORANDUM

**To:** Honorable Mayor and City Council Members**Via:** T. Jennene Norman-Vacha, City Manager**From:** Karen M. Phillips, City Clerk**Subject:** November 4, 2008 Election Results**Date:** November 5, 2008

Pursuant to Section 30-12 of the City of Brooksville Code of Ordinances, "when a municipal election is held in conjunction with a general election conducted by the county supervisor of elections, the county canvassing board shall canvass and certify the results of the ballots cast.... The certification of the tabulating of ballots of the municipal election will be transmitted to the City Council at its next regular meeting thereafter...At such meeting, the City Council shall officially declare the results of the election...the candidate receiving the greatest number of votes for the specific seat qualified for shall be elected."

In accordance with Section 30-12, attached is a certified copy of the Hernando County Canvassing Board's final report of the compiled election results for the 2008 Municipal Election for the City of Brooksville included on the General Election ballot for Hernando County. [Note: Percentages are based on number of votes cast minus the actual number of Registered City Voters (4,695) at close of precinct registers for this election.] Three certified copies of the complete precinct tabulations are on file in the City Clerk's Office.

The election for City of Brooksville City Council Group Seat No.2 and Group Seat No. 3 is for a four (4) year term beginning December 1, 2008 through the first regular meeting in December, 2012. Council is requested to officially declare the results of the election as reported by the Hernando County Canvassing Board and as set forth in Resolution No. 2008-29, which is attached.

Attachments: Municipal Election Results as reported by Hernando County Canvassing Board  
Resolution No. 2008-29

pc: Candidates

**RESOLUTION NO. 2008-29**

**A RESOLUTION OF THE CITY OF BROOKSVILLE  
DECLARING OFFICIAL RESULTS OF THE MUNICIPAL  
ELECTION HELD ON NOVEMBER 4, 2008; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, a regular municipal election was held for the Group No. 2 and Group No. 3 City Council Member Seats on November 4, 2008, in conjunction with a general election; and,

**WHEREAS**, Section 30-12 of the Election Code for the City of Brooksville stipulates that when a municipal election is held in conjunction with a general election conducted by the county supervisor of elections, the county canvassing board shall canvass and certify the results of the ballots cast; and,

**WHEREAS**, pursuant to section 30-12, the Hernando County Canvassing Board shall provide the certification of the results of the tabulation of the ballots cast for the municipal election, within two days of the election date; and,

**WHEREAS**, the certification of the results of the municipal election will be transmitted to the City Council at its next regular meeting thereafter; and,

**WHEREAS**, at such meeting City Council shall officially declare the results of the election; and,

**WHEREAS**, the candidate receiving the greatest number of votes for the specific seat qualified for shall be elected and the ballot question results shall be officially declared.

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

1. City Council hereby officially declares the results of the tabulation of votes cast at the November 4, 2008 regular municipal election as those certified by the Canvassing Board:

- a) Group No. 2 City Council Member Seat  
David Pugh Jr. is elected to fill the designated Group No. 2 City Council Member Seat and that he shall serve on the City Council for the term beginning at the first regular Council Meeting in December, 2008 (12/1/2008) and ending at the first regular Council Meeting in December, 2012.
- b) Group No. 3 City Council Member Seat  
Joe Johnston is elected to fill the designated Group No. 3 City Council Member Seat and that he shall serve on the City Council for the term beginning at the first regular Council Meeting in December, 2008 (12/1/2008) and ending at the first regular Council Meeting in December, 2012.

2. This resolution shall take effect upon its passage and approval, this \_\_\_\_\_ day of November, 2008.

City of Brooksville

\_\_\_\_\_  
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 COUNCIL:  
Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Lewis \_\_\_\_\_  
Pugh \_\_\_\_\_

\_\_\_\_\_  
Thomas S. Hogan, Jr., City Attorney

Election Summary Report  
 2008 General Election  
 Hernando County, FL  
 November 4, 2008

Date:11/05/08  
 Time:15:08:33  
 Page:1 of 1

Summary For City of Brooksville, All Counters, City Race  
 OFFICIAL RESULTS

Cards Cast 3304

Num. Report Precinct 5 - Num. Reporting 5 100.00%

BROOKSVILLE CITY COUNCIL 2

|                     | Polling | Absentee | EV  | Other | Total |
|---------------------|---------|----------|-----|-------|-------|
| Number of Precincts | 5       | 0        | 0   | 0     | 5     |
| Precincts Reporting | 5       | 0        | 0   | 0     | 5     |
| Total Votes         | 1282    | 573      | 941 | 2     | 2798  |
| Cecil D. Davis      | 240     | 123      | 167 | 0     | 530   |
| David Pugh Jr.      | 799     | 319      | 513 | 1     | 1632  |
| Yvette Taylor       | 243     | 131      | 261 | 1     | 636   |

BROOKSVILLE CITY COUNCIL 3

|                     | Polling | Absentee | EV  | Other | Total |
|---------------------|---------|----------|-----|-------|-------|
| Number of Precincts | 5       | 0        | 0   | 0     | 5     |
| Precincts Reporting | 5       | 0        | 0   | 0     | 5     |
| Total Votes         | 1258    | 587      | 955 | 2     | 2802  |
| Frankie Burnett     | 463     | 209      | 446 | 1     | 1119  |
| Joe Johnston        | 534     | 263      | 355 | 1     | 1153  |
| Jason Sharp         | 261     | 115      | 154 | 0     | 530   |

**CERTIFIED**

# CITY OF BROOKSVILLE

## MEMORANDUM

To: Honorable Mayor and City Council Members Date: 11/3/2008  
Via: T. Jennene Norman-Vacha, City Manager  
From: Emory H. Pierce, Director of Public Works  
Laureen Busacca, Construction Project Manager  
Re: Utility Service Agreement (USA) between the City of Brooksville and Hometown Cloverleaf Phase II, L.L.C.

Staff has been in negotiations with the owners of the manufactured housing community commonly known as "Cloverleaf." Cloverleaf wishes to expand the community to include a 17.42 acre area off Croom Road, as shown on Exhibit B, page 7, of the USA. This expansion will add 66 manufactured home lots. To complete this expansion, the owners are being required, by the City, to extend a twelve inch (12") water line and a four inch (4") sewer force-main from their site to existing City facilities near US 41; a distance of about 2,600 linear feet. Impact fees in the following amounts will ultimately be collected:

|       |              |
|-------|--------------|
| Water | \$ 28,385.28 |
| Sewer | \$ 72,990.72 |
| Total | \$101,376.00 |

Ordinarily, the 12" waterline would be eligible for impact fee credits up to the amount of water impact/connection fees paid (\$28,385.28); however, as a portion of the easement the City will be granting the Developer is a drainage-only easement, the City will only allow credits for 50% of the water impact fees paid (\$14,192.64). The cost of constructing the waterline will greatly exceed that amount (estimated cost \$78,000). The sewer force-main is not eligible for impact fee credits, so the City will retain the sewer portion of the fees (\$72,990.72). The entire length of the sewer force-main will be maintained by the Developer.

Cloverleaf will grant the City an easement for the water line that will be constructed on its property, after said line is installed and before the City accepts said line. Page 8 through 14 of the USA depicts the City proposed owned/maintained waterline and the Developer owned/maintained sewer mains and waterline.

This USA comes before Council for approval because the owner has requested a non-exclusive easement for drainage across City property, as shown in Exhibit B (box # B.9), page 7, of the USA; staff does not object to granting this easement.

### Financial Impact

City Utilities will ultimately gain \$87,183.36 (\$14,192.64 + \$72,990.72) in impact fees, plus 2600 linear feet of 12" waterline that can be used to serve additional customers.

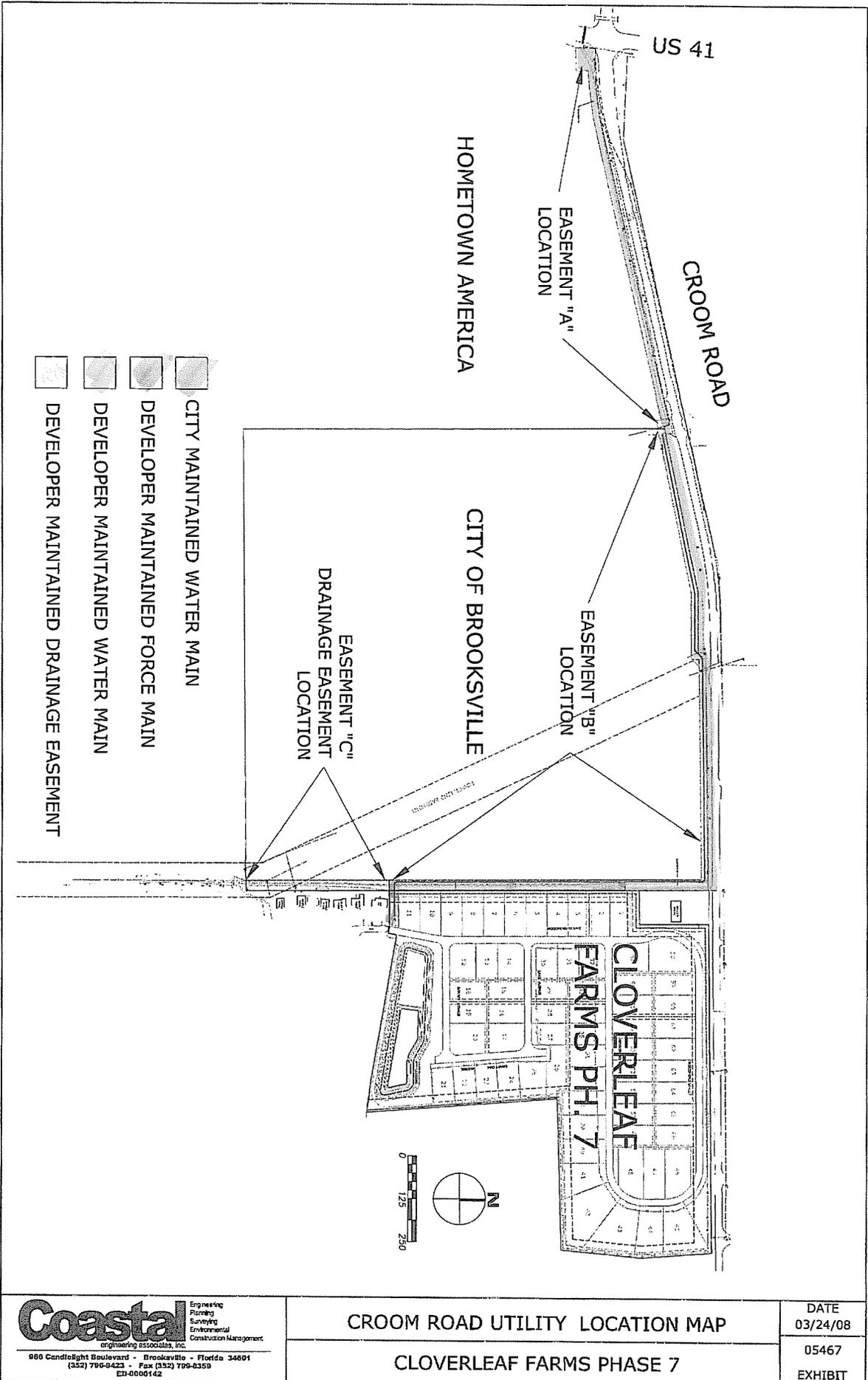
### Legal Impact

Legal has reviewed, revised, and finalized the USA and found it to be sufficient and in good legal form.

### Staff Recommendation

Staff recommends Council grant the utility and drainage easements as described in Exhibit H and authorize the City Manager to sign the USA.

F:\Development\Cloverleaf Phase 7\cloverleaf to council 11 17 08 HLF approved.DOC



Utility Service Agreement  
between the  
CITY OF BROOKSVILLE  
and  
HOMETOWN CLOVERLEAF PHASE II, L.L.C.  
and  
HOMETOWN CLOVERLEAF, L.L.C.

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, between the CITY OF BROOKSVILLE, FLORIDA, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and Hometown Cloverleaf Phase II, L.L.C., and Hometown Cloverleaf, L.L.C., Limited Liability Companies, organized under the laws of the State of Delaware, hereinafter referred to as the "DEVELOPER" for and in consideration of Ten Dollars (\$10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the DEVELOPER proposes to develop a sixty six (66) unit manufactured housing community adjacent to the existing manufactured housing community commonly known as "Cloverleaf Farms" and as described in Exhibit A, attached hereto, (hereinafter referred to as the "PROPERTY"). The PROPERTY is within the City of Brooksville corporate limits. The Site Plan is attached hereto as Exhibit B and is incorporated herein, *in haec verba* (hereinafter referred to as the "DEVELOPMENT");

WHEREAS, the DEVELOPER is desirous of building said facilities;

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

WHEREAS, the DEVELOPER also agrees to install on-site utilities facilities to service each building within the DEVELOPMENT as indicated in the attached Exhibits;

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

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

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

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

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

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

1. Each of the preceding WHEREAS recitals herein are true and correct, and are incorporated herein, *in haec verba*.
2. The following attachments and exhibits are attached hereto and incorporated into the content of this AGREEMENT, *in haec verba*:

"Exhibit A" Legal Description  
"Exhibit B" Site Plan  
"Exhibit C" Wastewater Element  
"Exhibit D" Water Element  
"Exhibit E" Development Schedule  
"Exhibit F" Annexation Element <Not included or applicable to this AGREEMENT>  
"Exhibit G" Utility Fee Payment Element  
"Exhibit H" Grant of Easement

3. Both parties agree that any Notices or other correspondence regarding this AGREEMENT, shall be served by Certified Mail, Return Receipt Requested, at the following address designated by the DEVELOPER and CITY:

For the DEVELOPER: Hometown Cloverleaf Phase II, L.L.C.  
C/O Hometown America, L.L.C.  
150 N Wacker Drive, Suite 2800  
Chicago, IL 60606  
Attn: General Counsel

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

4. The DEVELOPER agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements constructed by the DEVELOPER. The DEVELOPER also agrees to grant the CITY a utility easement, using the CITY'S Grant of Easement form, together with the right of ingress and egress within the DEVELOPMENT for those specific water and wastewater improvements which will be dedicated to the CITY that are not within the public right-of-way or easements. The DEVELOPER agrees to furnish the CITY officially recorded copies of all easements or right-of-way use permits obtained for the DEVELOPMENT.
5. The CITY and DEVELOPER acknowledge that this AGREEMENT provides terms, which constitute the CITY'S response to the DEVELOPER'S request for utility services from the CITY. The availability of such services is based upon and subject to the terms of this AGREEMENT and applicable regulations and regulatory approval by other governmental agencies if and as required.
6. The DEVELOPER and CITY acknowledge and agree that this AGREEMENT incorporates all of the terms and conditions between the parties with regard to the provision of water and wastewater services to the PROPERTY for the DEVELOPMENT and that this AGREEMENT may not be modified orally. Any Amendments hereto shall be in writing and signed by the parties. The parties further acknowledge and

agree that they have not relied on any oral representations or verbal agreements to induce them into entering into this AGREEMENT which are not incorporated herein.

7. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this AGREEMENT or the paragraphs or provisions herein.
8. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of this AGREEMENT.
9. Neither party shall declare the other in default of any provisions of this AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
10. The terms and provisions of this AGREEMENT shall be a commitment and obligation which shall not only bind the present DEVELOPER of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the DEVELOPER.
11. This AGREEMENT will be in full force and effect for a term of fifty (50) years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided herein.
12. The DEVELOPER shall reimburse the CITY for any costs incurred by the CITY to record this AGREEMENT in the official record books of Hernando County, FL. Connection to the CITY'S Utility System will not be authorized until these recording costs are paid to the CITY.
13. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause which is beyond the reasonable control of the party from whom the affected performance was due. Such impediments to performance by the parties include, but are not necessarily limited to acts of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government, individuals or the public.
14. In the event the DEVELOPER notifies the CITY that services are no longer required by the DEVELOPMENT, or the facilities are not operated and maintained by the DEVELOPER as required herein, service may be discontinued at the CITY'S option upon ninety (90) days notice to DEVELOPER.
15. This AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this AGREEMENT will be Hernando County, Florida. The prevailing party in any litigation arising out of this AGREEMENT will be entitled to recover its reasonable costs and attorney's fees.
16. This AGREEMENT is predicated on the representation by the DEVELOPER that the specific use of the DEVELOPMENT will remain substantially the same as the use reflected in the Exhibits which are incorporated herein. The CITY may require an amendment to this AGREEMENT or a separate agreement in the event of a substantive change in scope of the DEVELOPMENT.
17. The CITY agrees to provide utility service only for the phases of the DEVELOPMENT described herein.

18. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT as indicated in "Exhibit G" attached hereto, compliance with all applicable regulations, all required permits being issued, with proof of such issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent, and shall become a part of this AGREEMENT.
19. Water and/or sewer improvements may not be placed in service until the applicable permit closeout certifications have been provided to the CITY in the form of an original or certified true copy of such permit documentation, and final inspection and approval by the CITY.
20. If construction of the off-site facilities has not commenced four (4) years after the execution hereof, or if the construction of the off-site facilities has not been completed within five (5) years after the execution of this AGREEMENT, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) days of written notice to DEVELOPER.
21. This commitment is subject to the prompt payment of CITY'S fees for water and wastewater services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.
22. All improvements installed by the DEVELOPER and dedicated to the CITY herein will remain the property of the DEVELOPER until accepted by the CITY in writing. Said improvements shall be maintained by the DEVELOPER until accepted by the CITY. Final acceptance will be given three hundred sixty five (365) calendar days following construction and final inspection and approval by the CITY. The CITY will perform a final inspection of the installed improvements thirty (30) days prior to acceptance, and will provide the DEVELOPER a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the CITY prior to final acceptance due to a failure of the improvements installed by the DEVELOPER and the DEVELOPER'S unwillingness or inability to restore service within a four (4) hour period, shall be repaid by the DEVELOPER.
23. The DEVELOPER agrees to provide the CITY with one complete copy of the record drawings of all installed improvements, signed and certified by the project engineer, upon final completion of the DEVELOPMENT.
24. The DEVELOPER hereby affirms that it has the legal authority to construct the DEVELOPMENT as indicated in this AGREEMENT. The DEVELOPER agrees to indemnify and hold the CITY harmless from all claims of ownership for rights and privileges granted by the DEVELOPER to the CITY from any third parties.

<Remainder of Page Left Intentionally Blank>

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR THE DEVELOPER**

**Hometown Cloverleaf Phase II, L.L.C.**

By: Gregory O'Berry  
Type/Print Name Gregory O'Berry

Signature  
President  
Title

**Hometown Cloverleaf, L.L.C.**

By: Gregory O'Berry  
Type/Print Name Gregory O'Berry

Signature  
President  
Title

STATE of Illinois

COUNTY of Cook

Execution of the forgoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2008, by Gregory O'Berry  
Name  
as President and \_\_\_\_\_  
Title Name  
\_\_\_\_\_ of  
Title

Hometown Cloverleaf Phase II, L.L.C. and Hometown Cloverleaf, L.L.C. who is are \_\_\_\_\_ personally known to me or who produced the following as identification \_\_\_\_\_

Marcela Godoy  
Notary Public

Marcela Godoy  
Notary Name Printed

**FOR THE CITY**

**City of Brooksville, Florida**

By: T. Jennene Norman-Vacha, City Manager

ATTEST:

Karen M. Phillips, CMC, City Clerk

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

Thomas S. Hogan Jr., City Attorney

Approved as to technical content and City requirements.

Will Smith, Utilities Superintendent



"EXHIBIT A"  
LEGAL DESCRIPTION

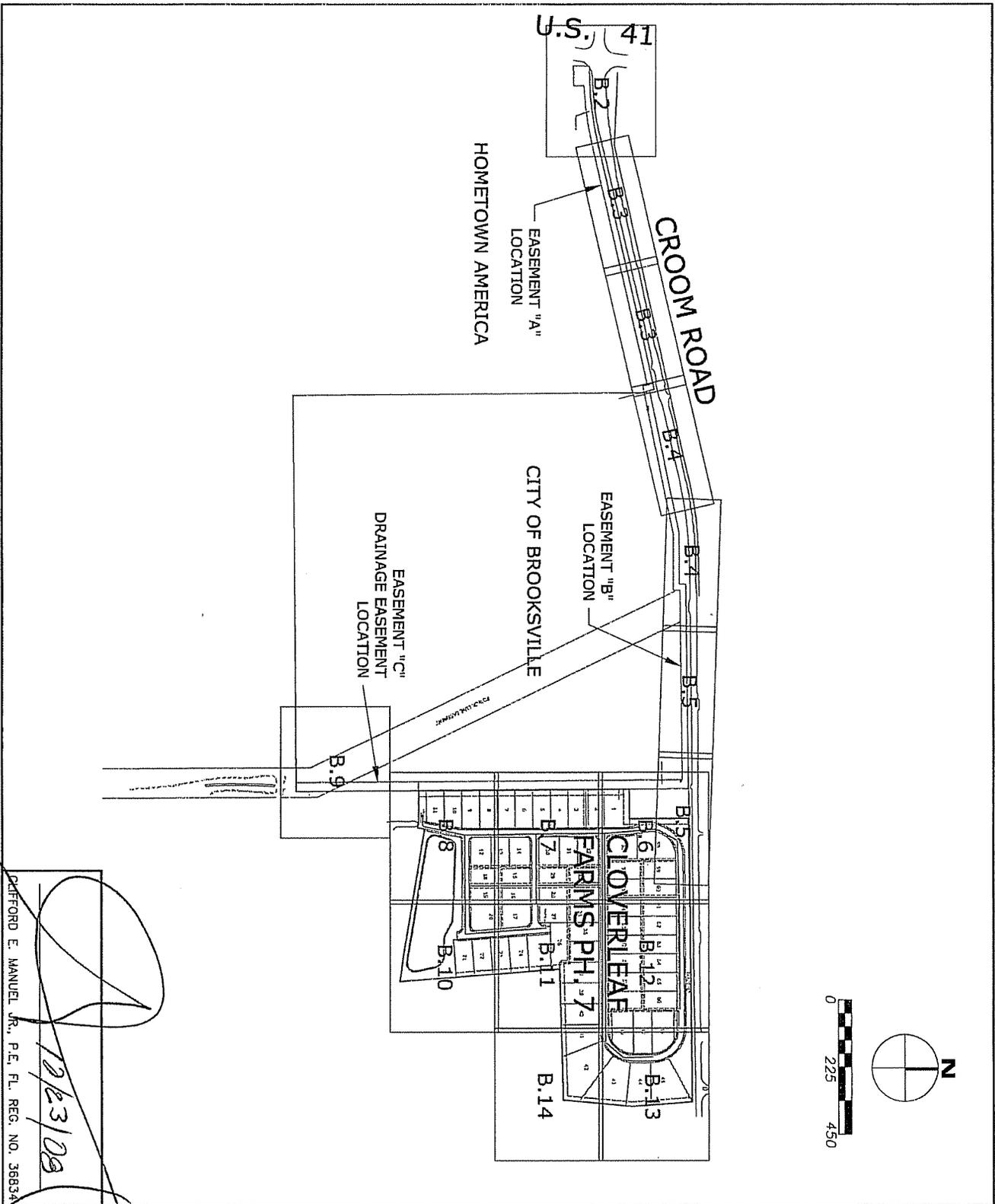
LEGAL DESCRIPTION:

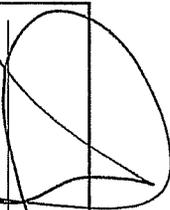
A PORTION OF LAND LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 19 EAST HERNANDO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID SECTION 13; THENCE N 00°20'47" E A DISTANCE OF 415.62 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING N 00°20'47" E A DISTANCE OF 721.53 FEET; THENCE S 89°53'45" E A DISTANCE OF 99.74 FEET; THENCE N 00°27'15" E A DISTANCE OF 199.85 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF CROOM ROAD; THENCE, ALONG SAID RIGHT OF WAY, S 89°55'00" E A DISTANCE OF 953.44 FEET; THENCE, DEPARTING SAID RIGHT OF WAY, S 03°38'34" E A DISTANCE OF 202.81 FEET; THENCE S 06°06'30" W A DISTANCE OF 235.58 FEET; THENCE S 89°06'54" W A DISTANCE OF 439.24 FEET; THENCE S 03°38'37" E A DISTANCE OF 550.42 FEET; THENCE N 81°33'21" W A DISTANCE OF 93.00 FEET; THENCE N 79°30'45" W A DISTANCE OF 428.56 FEET; THENCE S 11°18'17" W A DISTANCE OF 23.65 FEET; THENCE N 78°41'43" W A DISTANCE OF 20.01 FEET; THENCE N 89°41'47" W A DISTANCE OF 105.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.42 ACRES MORE OR LESS AND BEING THE SAME PROPERTY AS DESCRIBED AS PARCEL # R13 422 19 0000 0210 0010 ON THE HERNANDO COUNTY PROPERTY APPRAISER WEBSITE.

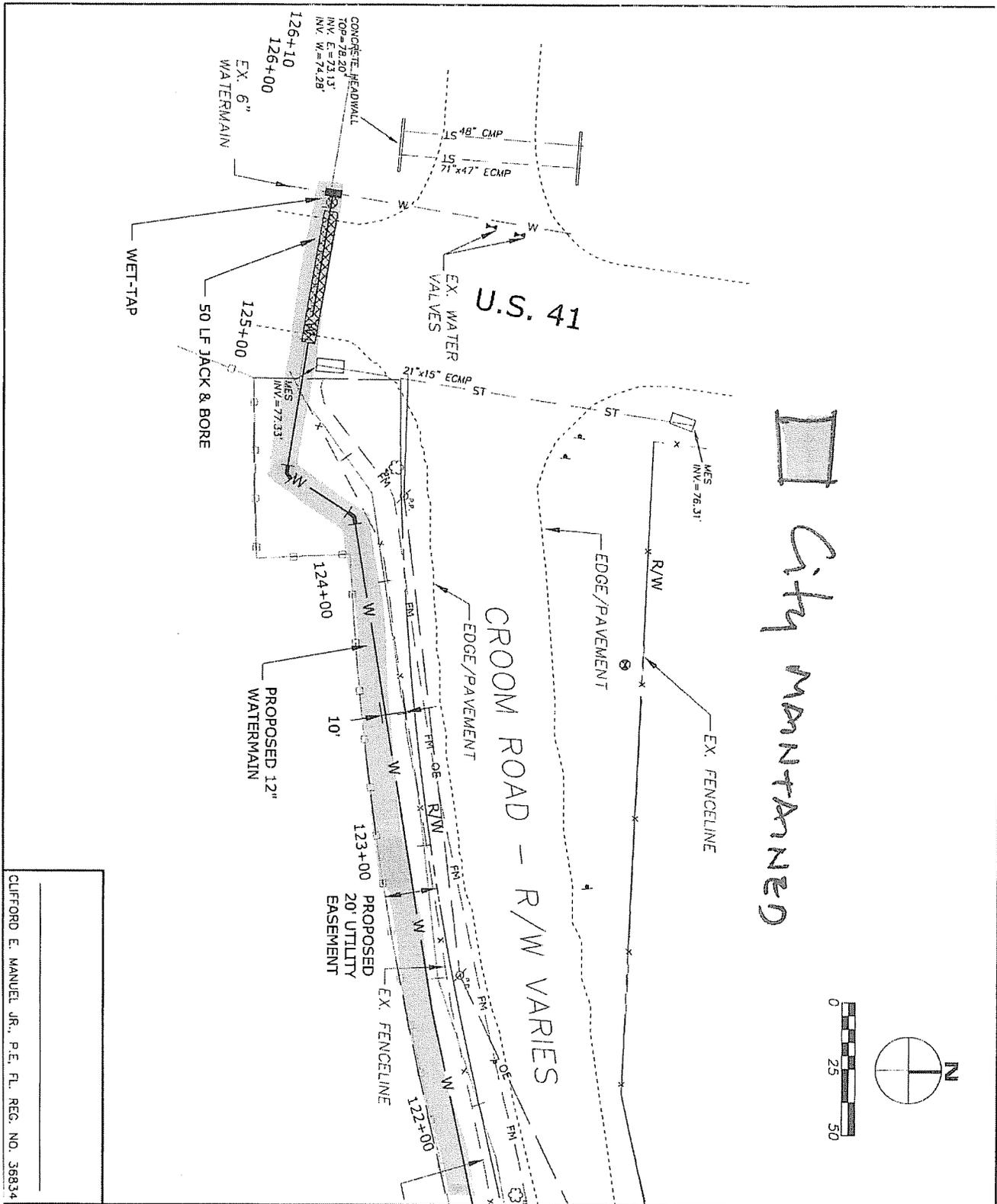
EXHIBIT B- SITE PLAN



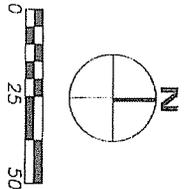
  
 Delford E. Manuel Jr., P.E., FL. REG. NO. 36834  
 12/23/08

|   |                                 |                  |
|---|---------------------------------|------------------|
| <br>Engineering<br>Planning<br>Surveying<br>Environmental<br>Construction Management<br>engineering associates, Inc.<br>966 Candlelight Boulevard - Brooksville - Florida 34601<br>(352) 796-9423 - Fax (352) 799-8359<br>EB-0000142 | CROOM ROAD UTILITY LOCATION MAP | DATE<br>03/24/08 |
|   | CLOVERLEAF FARMS PHASE 7        | EXHIBIT<br>B.1   |

“EXHIBIT B”- SITE PLAN



*City MAINTAINED*



CLIFFORD E. MANUEL, JR., P.E., FL. REG. NO. 36834

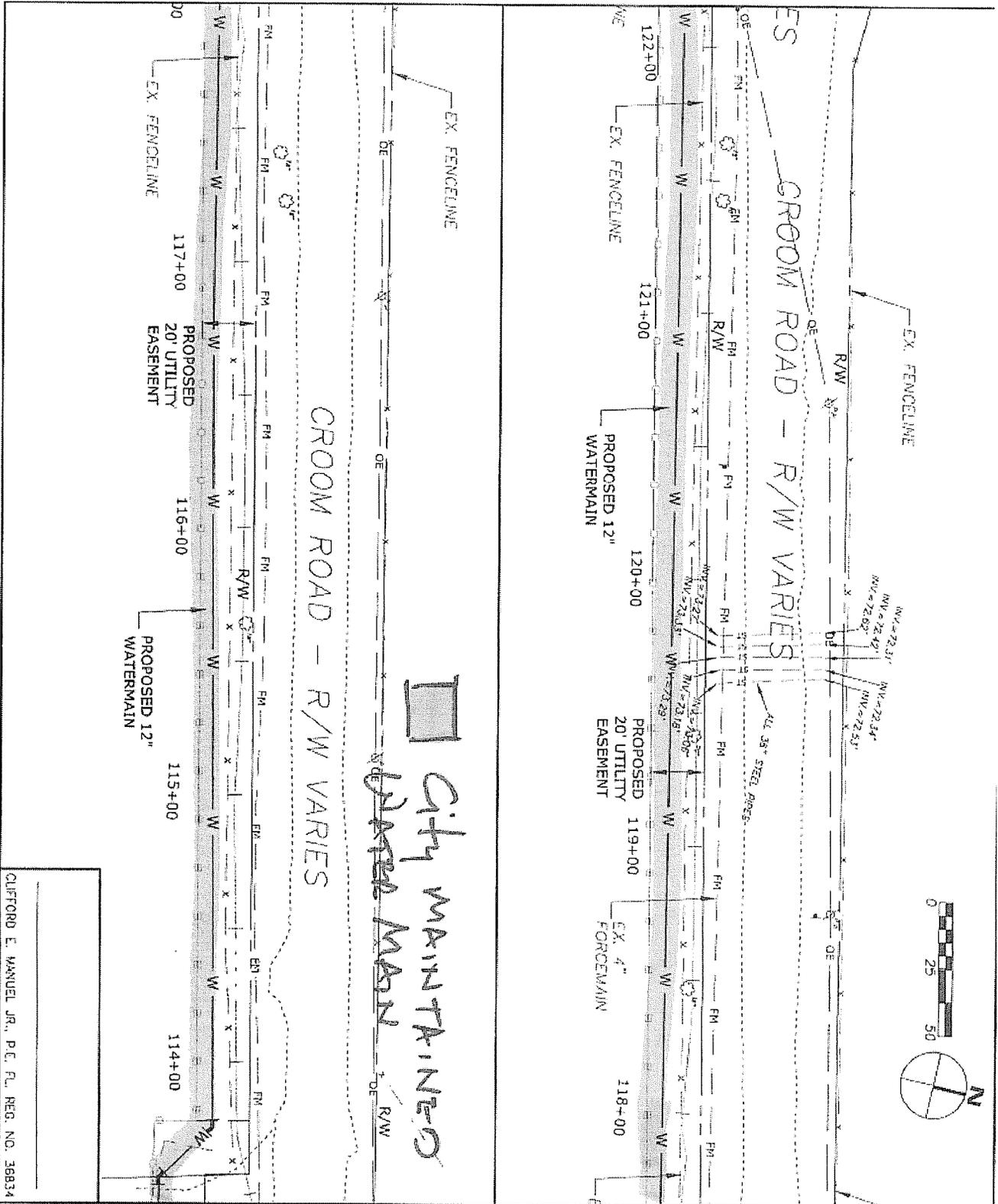
**Coastal** Engineering  
 Planning  
 Surveying  
 Environmental  
 Construction Management  
 engineering associates, inc.  
 066 Candlelight Boulevard - Brooksville - Florida 34601  
 (352) 798-9423 - Fax (352) 799-8359  
 EB-0000142

CROOM ROAD UTILITY EASEMENT

CLOVERLEAF FARMS PHASE 7

|       |          |
|-------|----------|
| DATE  | 03/24/00 |
| 05467 | EXHIBIT  |
| B.2   |          |

"EXHIBIT B" - SITE PLAN



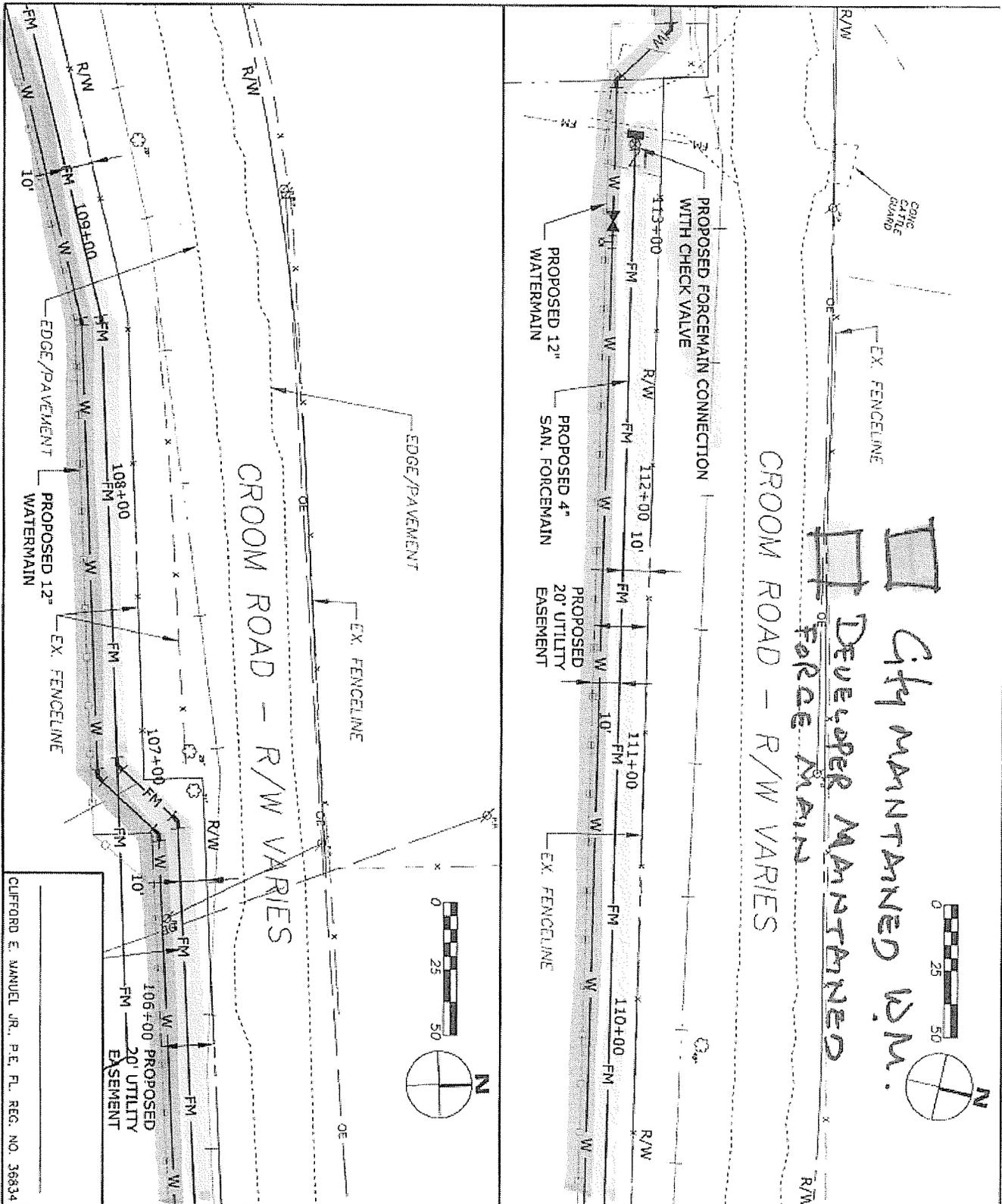
**CITY MAINTAINED**  
~~WATER MAIN~~

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 ED-0000142

|                             |                         |
|-----------------------------|-------------------------|
| CROOM ROAD UTILITY EASEMENT | DATE<br>03/24/08        |
| CLOVERLEAF FARMS PHASE 7    | 05467<br>EXHIBIT<br>B.3 |

“EXHIBIT B” - SITE PLAN



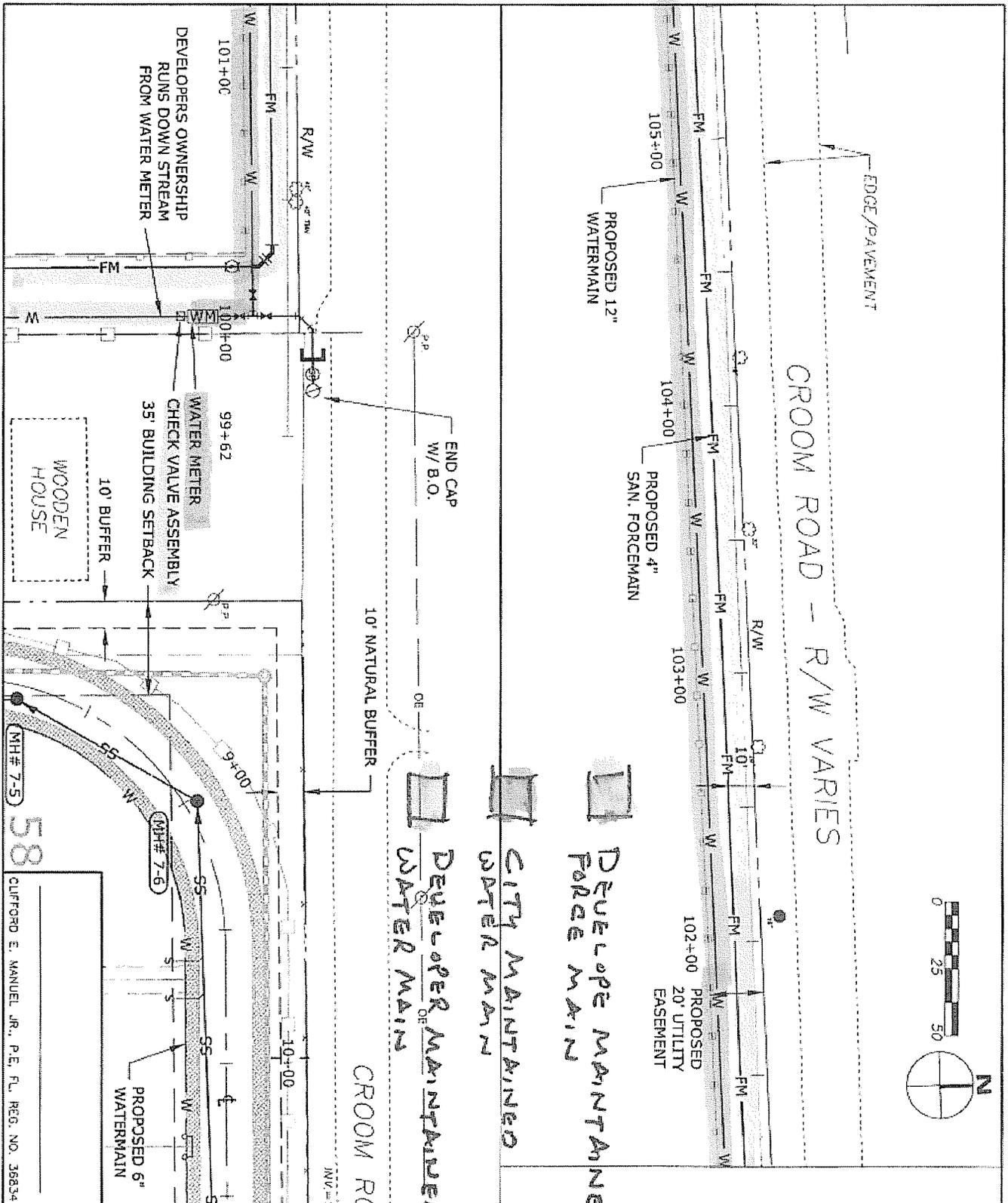
City MAINTAINED I.D.M.  
 Developer MAINTAINED  
 Force MAIN  
 CROOM ROAD - R/W VARIES

CLIFFORD E. MANUEL JR., P.E. FL. REG. NO. 36834

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 EB-0000142

|                             |         |          |
|-----------------------------|---------|----------|
| CROOM ROAD UTILITY EASEMENT | DATE    | 03/24/06 |
|                             | EXHIBIT | B.4      |
| CLOVERLEAF FARMS PHASE 7    |         |          |

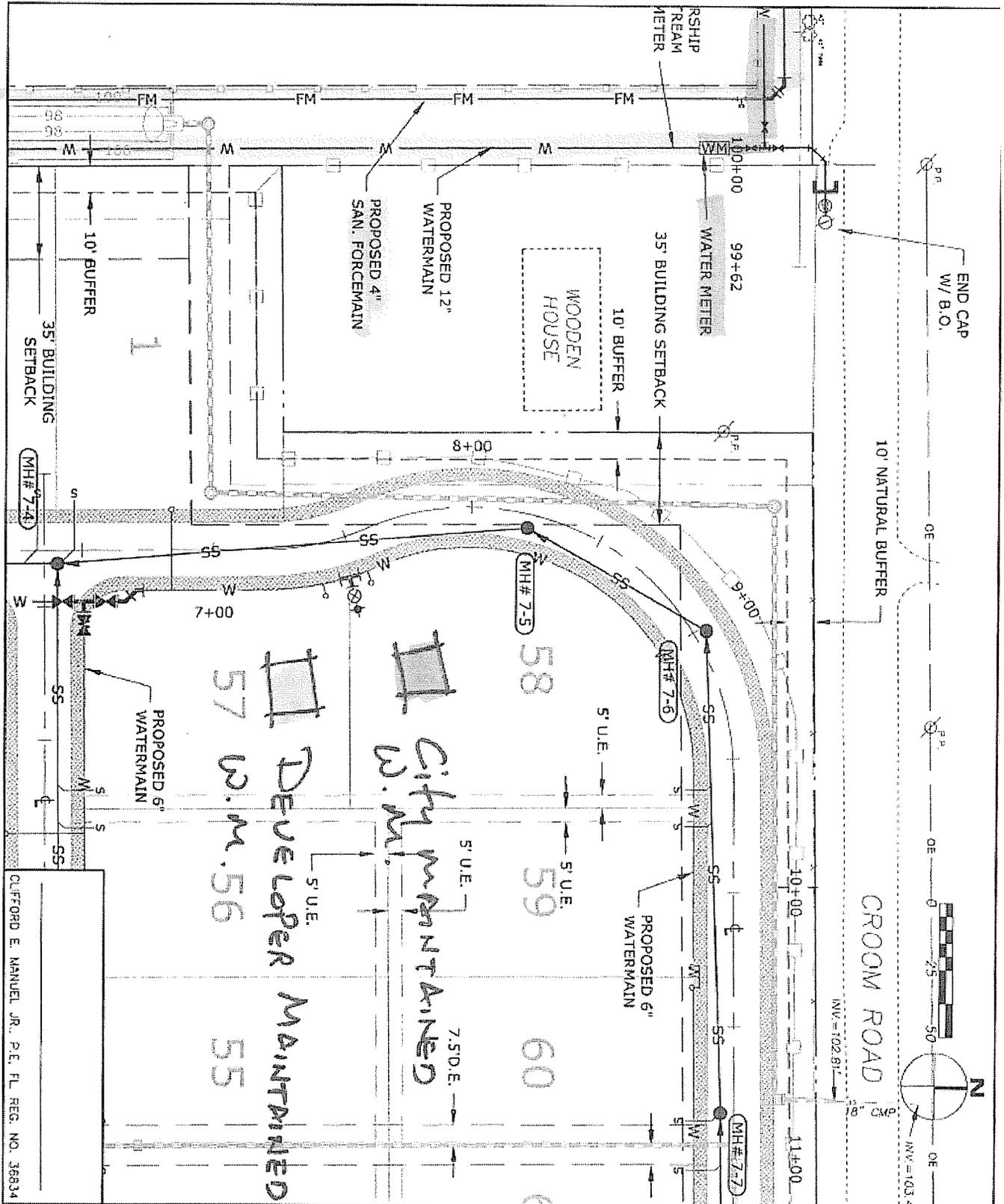
“EXHIBIT B”- SITE PLAN



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 EB-0000142

|                             |          |
|-----------------------------|----------|
| CROOM ROAD UTILITY EASEMENT |          |
| CLOVERLEAF FARMS PHASE 7    |          |
| DATE                        | 03/24/09 |
| EXHIBIT                     | OS467    |
|                             | B.5      |

**"EXHIBIT B"- SITE PLAN**



CLIFFORD E. MANUEL, JR., P.E., FL REG. NO. 36834

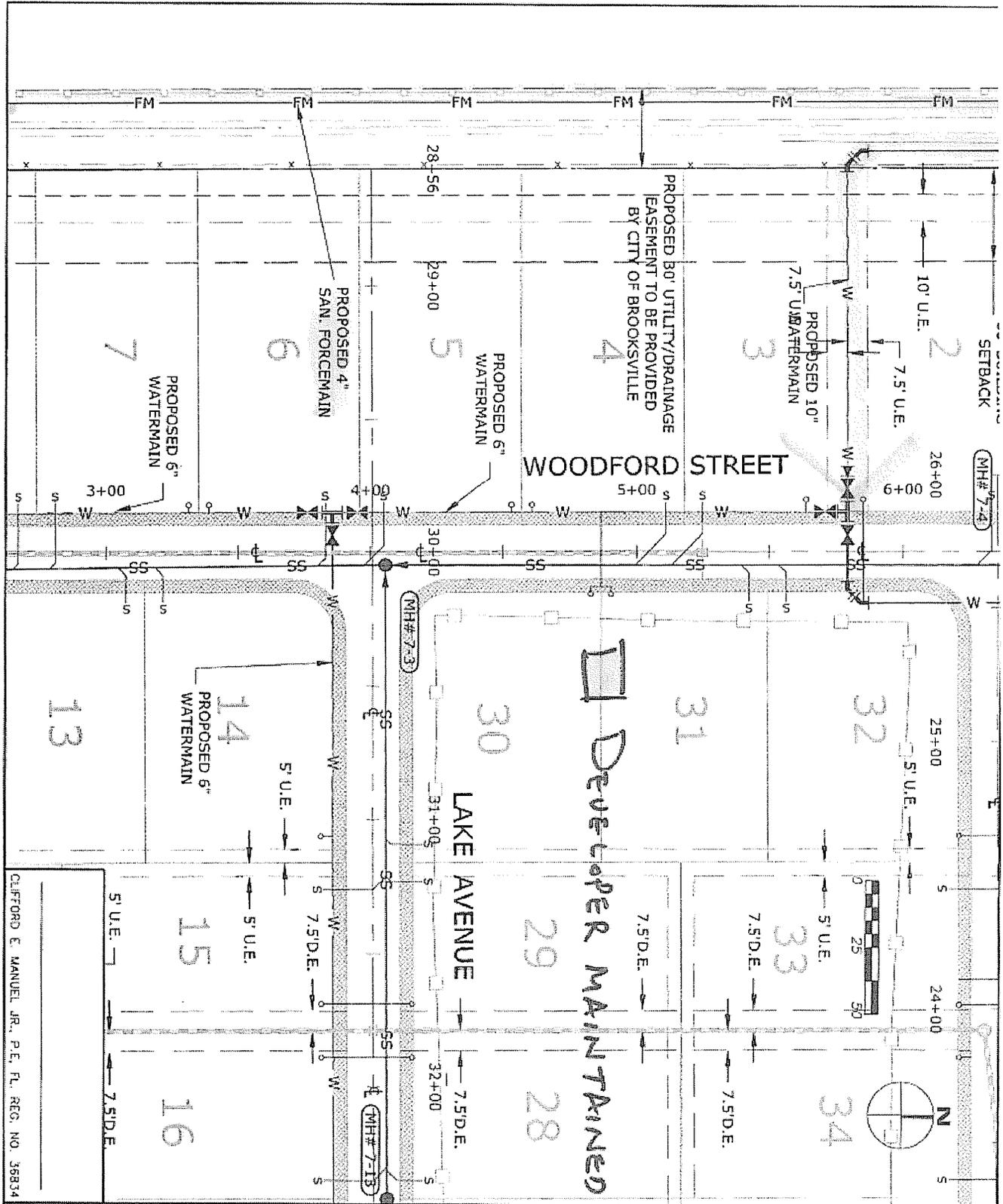
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 engineering associates, Inc.  
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 EB-0000142

CROOM ROAD UTILITY EASEMENT

CLOVERLEAF FARMS PHASE 7

|         |          |
|---------|----------|
| DATE    | 03/24/08 |
|         | 05467    |
| EXHIBIT | B.6      |

**“EXHIBIT B”- SITE PLAN**



CLIFFORD E. MANUEL, JR., P.E., FL. REG. NO. 36834

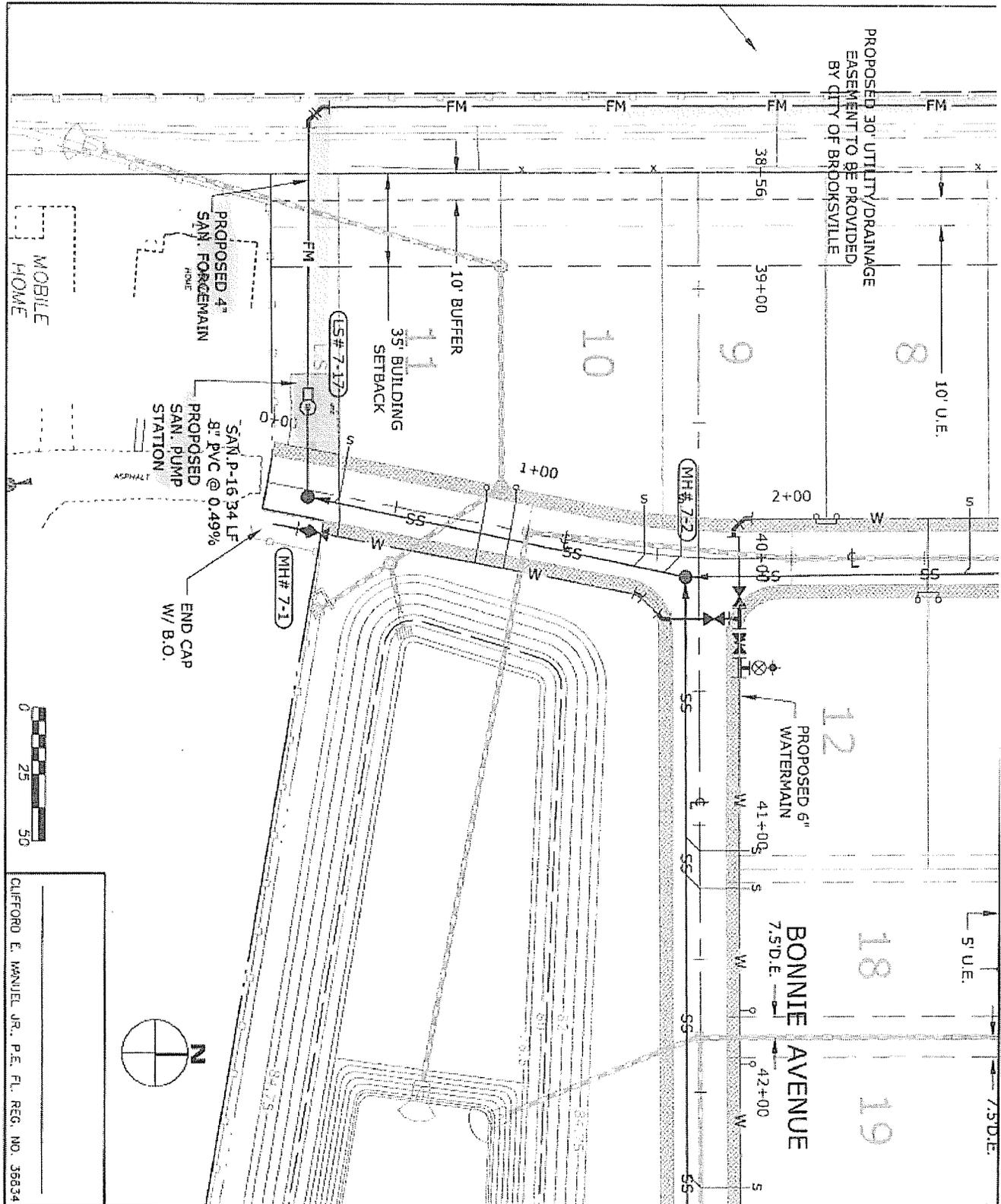
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 Construction Management  
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 EB-000D142

CROOM ROAD UTILITY EASEMENT

CLOVERLEAF FARMS PHASE 7

|         |          |
|---------|----------|
| DATE    | 03/24/08 |
| EXHIBIT | B.7      |

**"EXHIBIT B"- SITE PLAN**

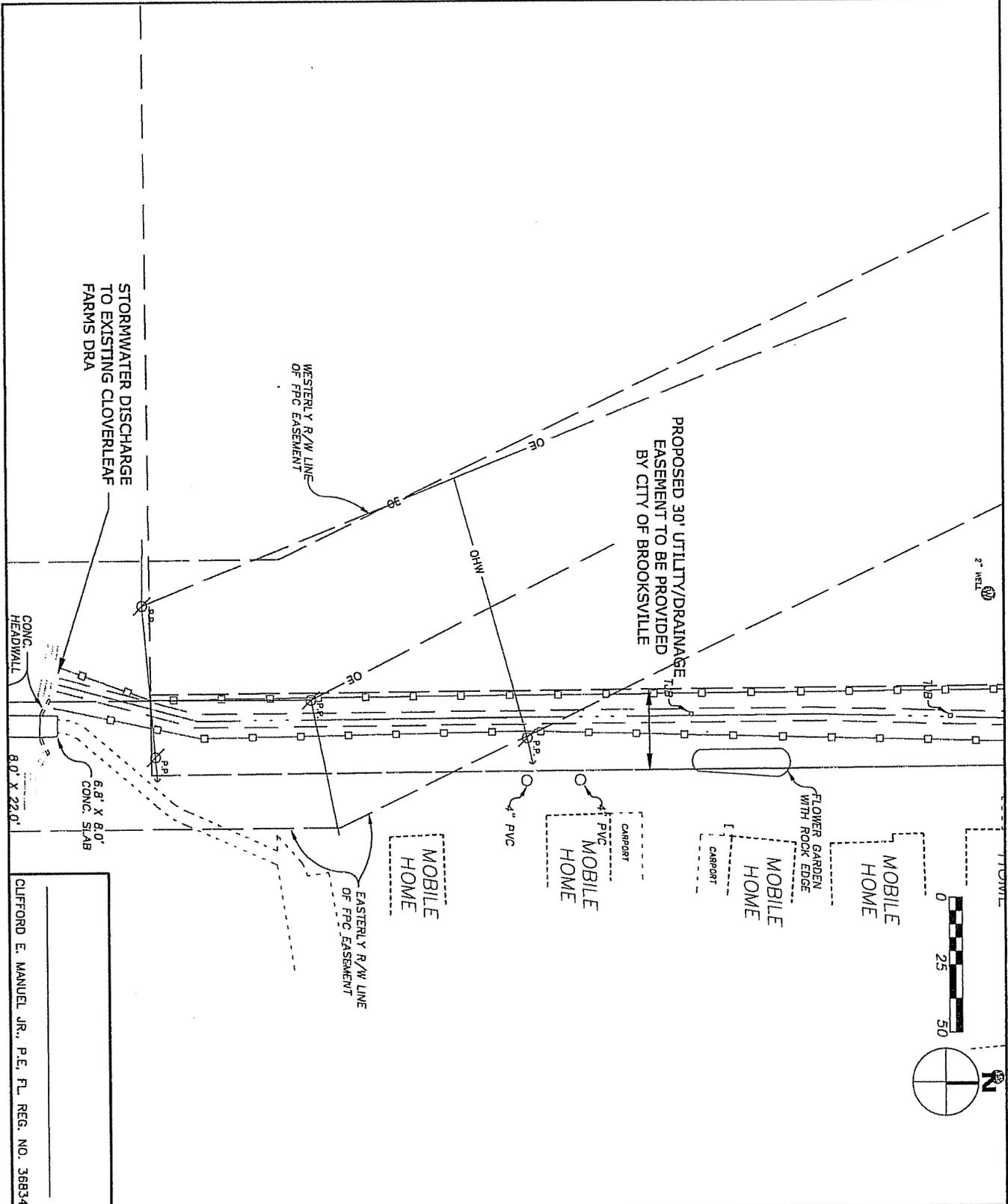


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 (352) 796-0423 - Fax (352) 799-0359  
 EB-0000142

|   |                         |
|---|-------------------------|
| CROOM ROAD UTILITY EASEMENT<br><br>CLOVERLEAF FARMS PHASE 7 | DATE<br>03/24/08        |
|   | 05467<br>EXHIBIT<br>B.8 |

EXHIBIT B - SITE PLAN



CLIFFORD E. MANUEL JR., P.E., FL. REG. NO. 36834

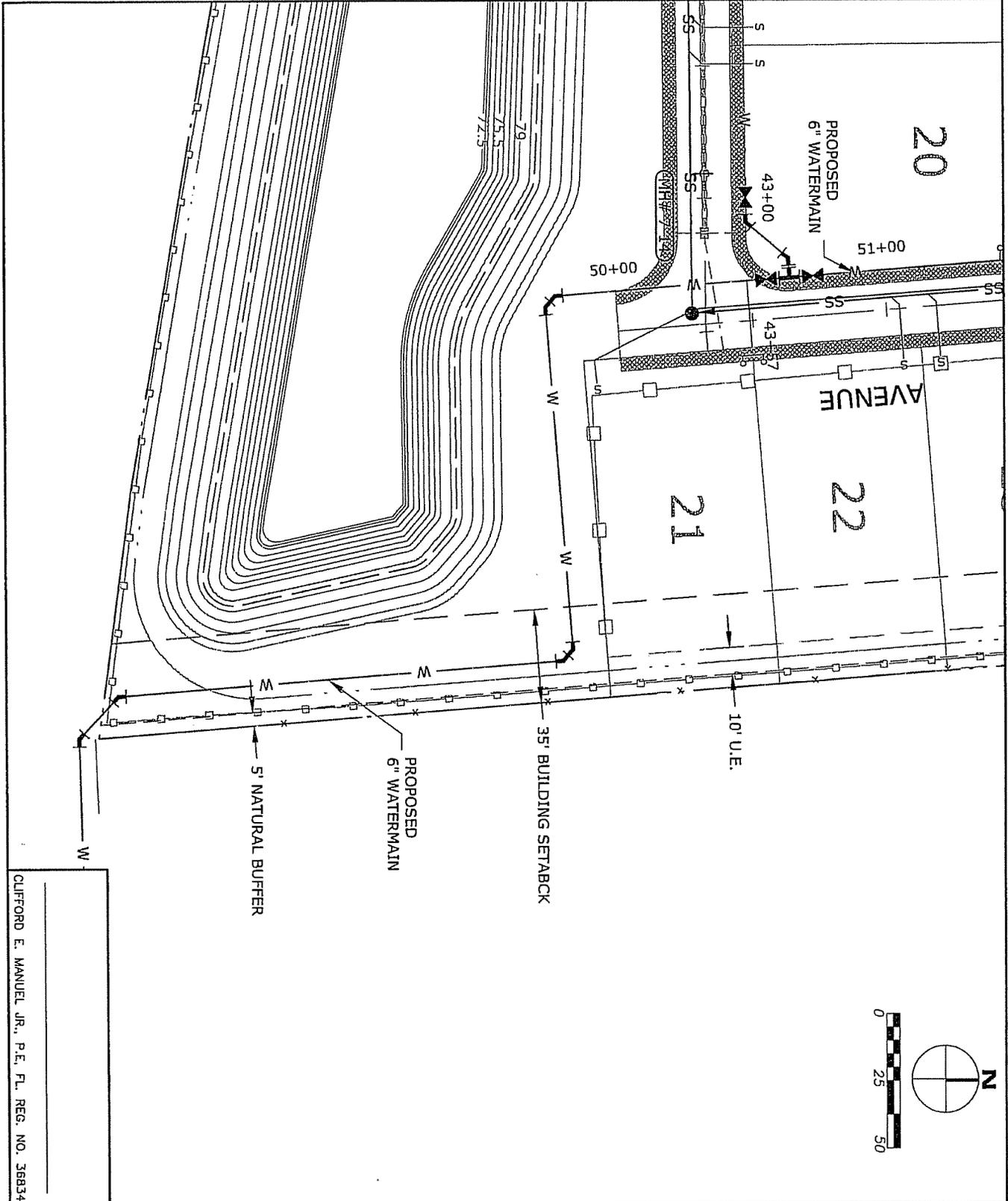
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 EB-0000142

CROOM ROAD UTILITY EASEMENT

CLOVERLEAF FARMS PHASE 7

|         |          |
|---------|----------|
| DATE    | 03/24/08 |
| 05467   |          |
| EXHIBIT | B.9      |

EXHIBIT B - SITE PLAN



CLIFFORD E. MANUEL JR., P.E., FL. REG. NO. 36934

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 EB-0000142

CROOM ROAD UTILITY EASEMENT

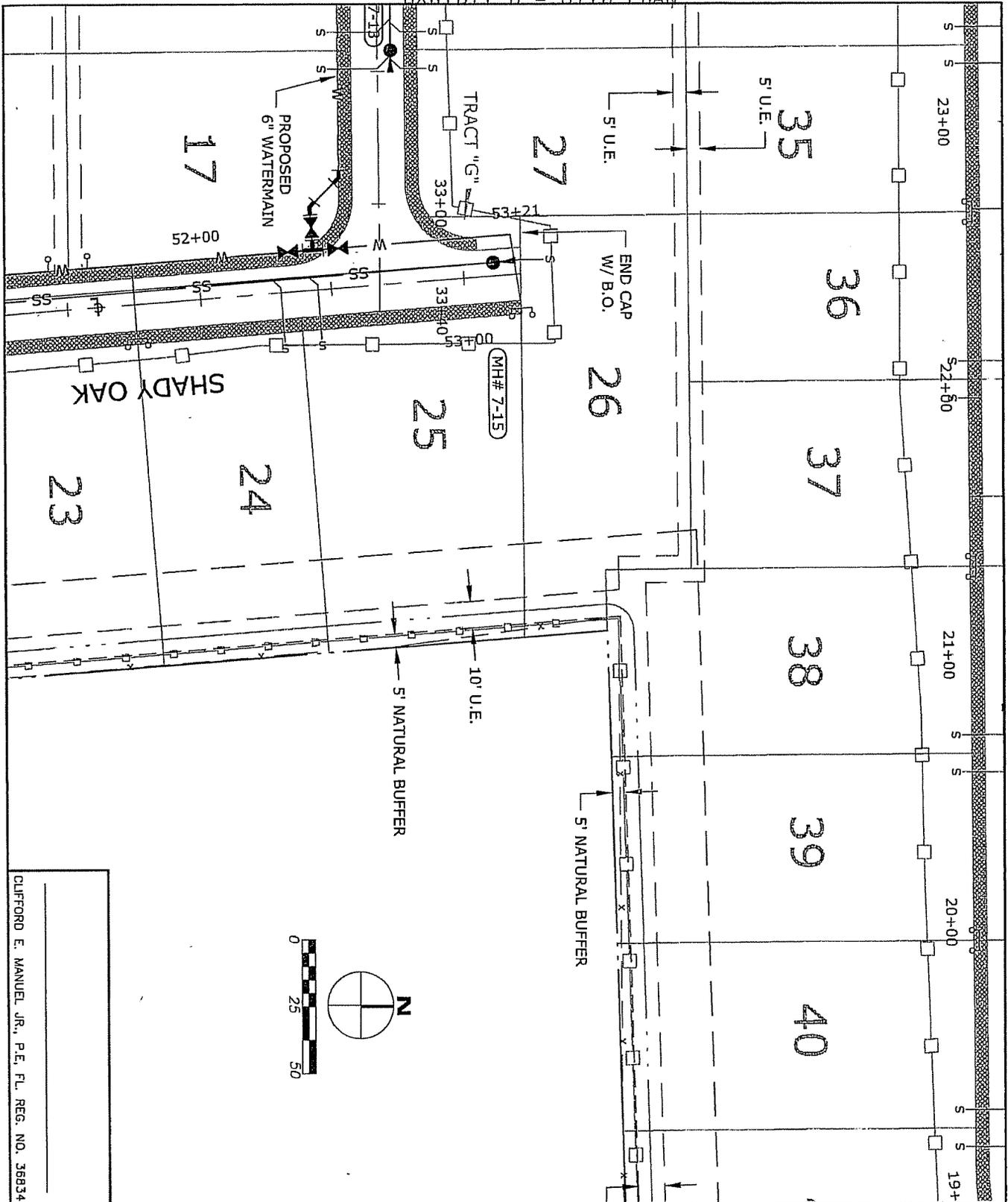
CLOVERLEAF FARMS PHASE 7

DATE  
 03/24/08

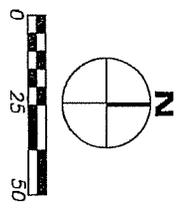
05467  
 EXHIBIT

B.10

EXHIBIT B - SITE PLAN



CLIFFORD E. MANUEL, JR., P.E., FL. REG. NO. 36834

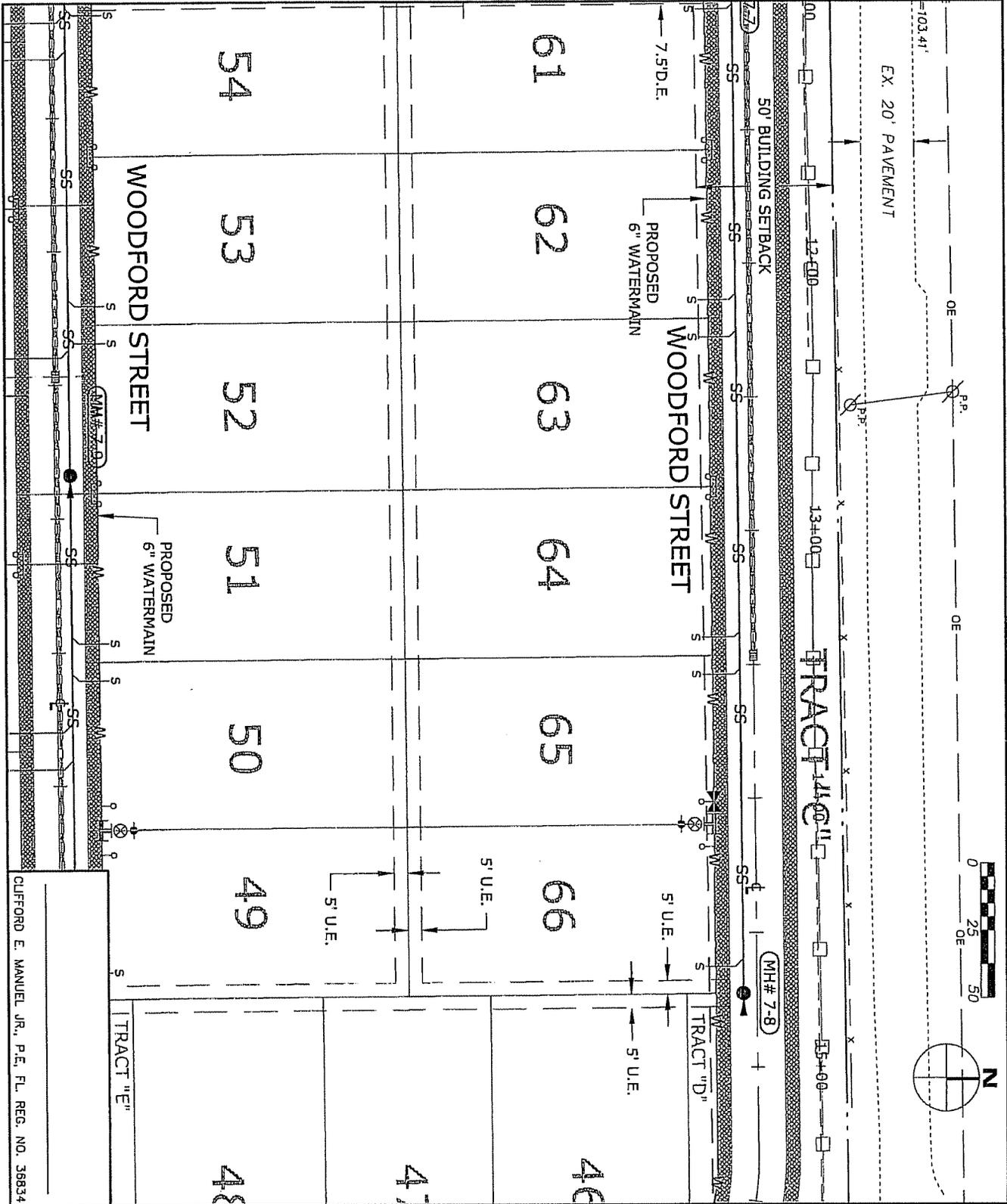


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 966 Candlelight Boulevard - Brooksville - Florida 34601  
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 EB-0000142

|                             |  |
|-----------------------------|--|
| CROOM ROAD UTILITY EASEMENT |  |
| CLOVERLEAF FARMS PHASE 7    |  |

|         |          |
|---------|----------|
| DATE    | 03/24/08 |
| EXHIBIT | B.11     |

EXHIBIT B - SITE PLAN

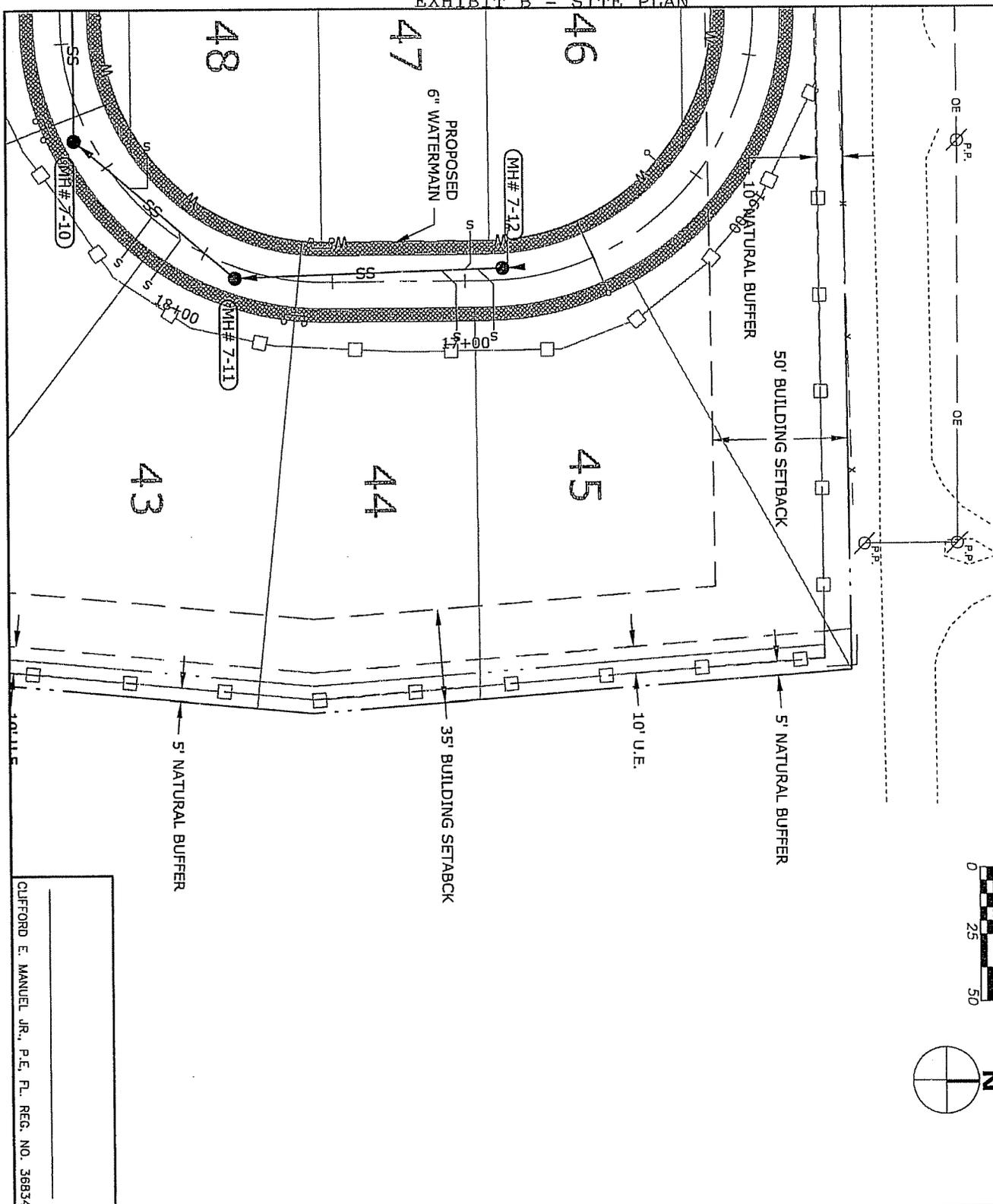


CLIFFORD E. MANUEL, JR., P.E., FL. REG. NO. 36834

**Coastal** Engineering Planning Surveying Environmental Construction Management  
 engineering associates, Inc.  
 966 Candlelight Boulevard - Brooksville - Florida 34601  
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 EB-0000142

|   |                          |
|---|--------------------------|
| CROOM ROAD UTILITY EASEMENT<br><br>CLOVERLEAF FARMS PHASE 7 | DATE<br>03/24/08         |
|   | 05467<br>EXHIBIT<br>B.12 |

EXHIBIT B - SITE PLAN



CLIFFORD E. MANUEL JR., P.E., FL. REG. NO. 36834

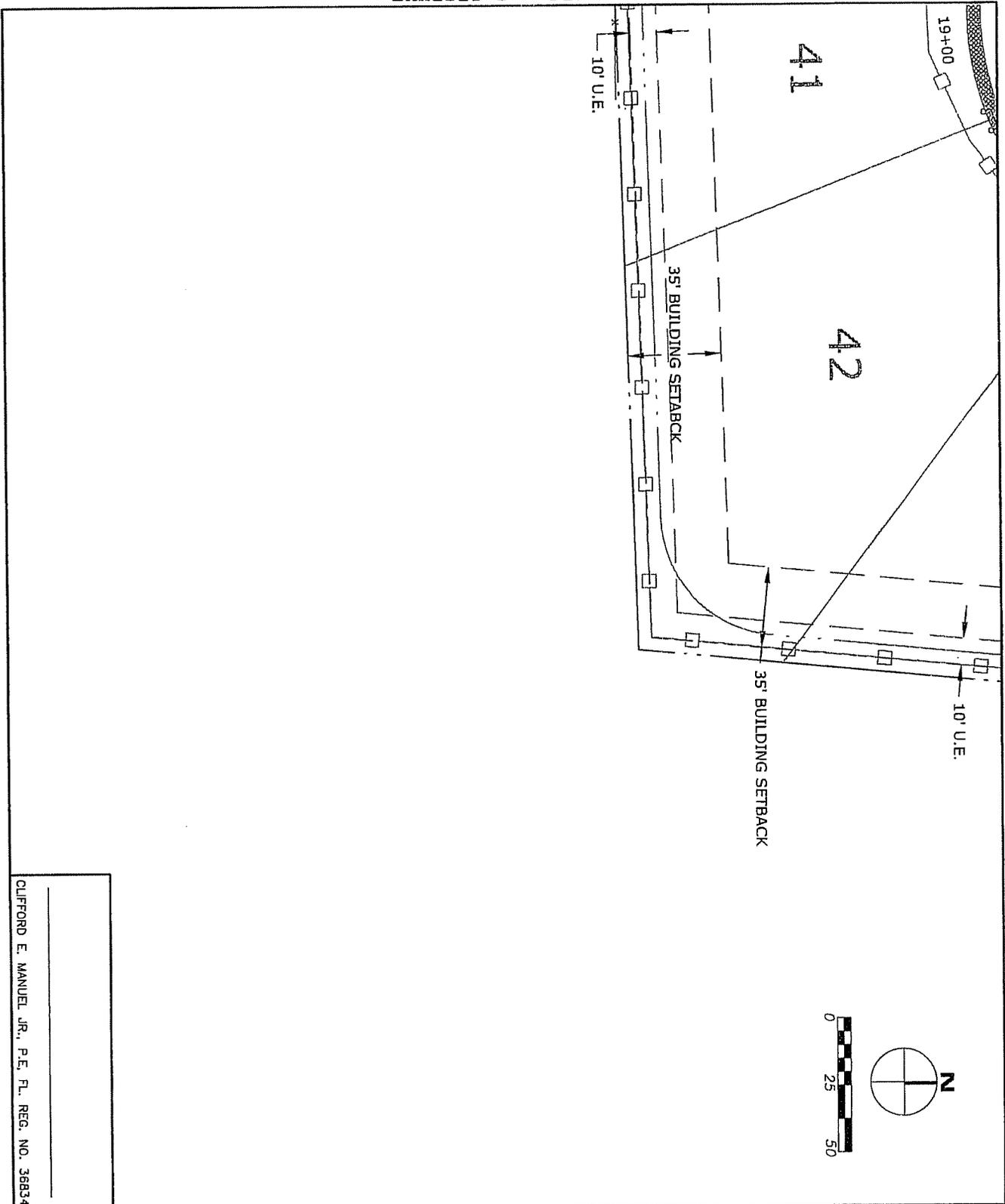
**Coastal** Engineering  
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 Surveying  
 Environmental  
 Construction Management  
 engineering associates, inc.  
 966 Candlelight Boulevard - Brooksville - Florida 34601  
 (352) 796-9423 - Fax (352) 799-8359  
 EB-0000142

CROOM ROAD UTILITY EASEMENT

CLOVERLEAF FARMS PHASE 7

|       |          |
|-------|----------|
| DATE  | 03/24/08 |
| 05167 | EXHIBIT  |
| B.13  |          |

EXHIBIT B - SITE PLAN



CLIFFORD E. MANUEL, JR., P.E., FL. REG. NO. 36834

|   |                                    |                                   |
|---|------------------------------------|-----------------------------------|
|  <p>Engineering<br/>Planning<br/>Surveying<br/>Environmental<br/>Construction Management</p> <p>966 Candlelight Boulevard - Brooksville - Florida 34601<br/>(352) 796-9423 - Fax (352) 799-8359<br/>EB-0000142</p> | <p>CROOM ROAD UTILITY EASEMENT</p> | <p>DATE<br/>03/24/08</p>          |
|   | <p>CLOVERLEAF FARMS PHASE 7</p>    | <p>05467<br/>EXHIBIT<br/>B.14</p> |

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

1. The DEVELOPER is hereby requesting sanitary sewer service from the CITY. The DEVELOPER agrees, at its own expense, to provide wastewater service for the DEVELOPMENT by the installation of an on-site gravity collection system and pump station and by extending a four (4) inch force-main off-site to the point of connection with the City's existing force main, for the sole purpose of providing wastewater service to the DEVELOPMENT as indicated in Exhibit B attached hereto. All wastewater facilities installed within the DEVELOPMENT will remain the property of the DEVELOPER.
2. The point of connection will be at the existing City owned force-main located in City owned property, as depicted in Exhibit B, at which the DEVELOPER will install a four (4) inch tap and a check valve so that in case of a failure of the force main, sewage from the CITY 's system will not be discharged. The DEVELOPER will own and maintain the four (4) inch force main from the point of connection to the on-site lift station.
3. The CITY agrees to grant to the DEVELOPER a non-exclusive utility and drainage easement as indicated in Exhibit H for the purpose of maintaining the wastewater improvements that will remain the responsibility of the DEVELOPER. **No impact fee credits are associated with wastewater improvements.**
4. The CITY does not guarantee the pressure at the point of connection will remain the same in the future. It is the DEVELOPER ' s responsibility to make changes to the on-site station if force-main pressures change in the future.
5. The onsite sewage system will be capable of storing a minimum of four (4) hours of flow from the DEVELOPMENT. The DEVELOPER agrees the CITY has the right, upon notice to the DEVELOPER, to periodically turn off the pump station pumps and water meters contributing to the pump station to prevent sewage loss from the pump station due to maintenance or operational requirements of the CITY. The DEVELOPER shall be responsible for containing the sewage generated by the DEVELOPMENT during periods when the pump station is turned off by the CITY. The City will use best efforts to complete such maintenance or operational requirements within the four (4) hour period.
6. The DEVELOPER agrees to have said wastewater facilities designed to accommodate all flows from the DEVELOPMENT as planned and constructed in accordance with CITY Code and CITY standards as they exist at the time of plan approval.
7. The DEVELOPER agrees to eliminate the on-site lift station when a gravity connection is made available to the Property by the City within ninety (90) days of written notice by the CITY.
8. The DEVELOPER agrees to provide the CITY full access to the DEVELOPMENT to inspect the site for surface water intrusion.
9. The parties agree that wastewater facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and successors of the PROPERTY. The DEVELOPER, at its expense, agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations.
10. The CITY represents and warrants that provided the DEVELOPER constructs the wastewater improvements described above, the CITY will have sufficient plant capacity to provide wastewater service to the DEVELOPMENT, as contemplated by this Agreement.

**“EXHIBIT D”  
WATER ELEMENT**

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

1. WATER SUPPLY shall mean all off-site potable water lines and attendant facilities used to supply potable water to the DEVELOPMENT, as shown on Exhibit B.
2. WATER DISTRIBUTION shall mean all on-site potable water lines and attendant facilities that are within the specific physical boundaries or needs of the DEVELOPMENT.

B. WATER SUPPLY

1. The DEVELOPMENT shall be supplied potable water from the existing capacity of the CITY’S existing wells and water treatment plants.
2. The point of connection for the DEVELOPMENT is an existing six (6) inch water line in the right-of-way of the southwest corner of the intersection of US 41 and Croom Road. The DEVELOPER will be supplied potable water by installing a twelve (12) inch water line from the point of connection and extending the twelve (12) inch water line east under US 41 and into the DEVELOPER’S property; then continuing east across the DEVELOPER’S property; then across CITY owned property and terminating in the northeast corner of the CITY owned property, as shown in Exhibit B. The off-site twelve (12) inch water line from the point of connection to the meter will become the property of the CITY after accepted by the CITY as provided herein.
3. The DEVELOPER agrees to grant the CITY a twenty (20) foot wide easement for that portion of the off-site water supply line that will be installed within the DEVELOPER’S PROPERTY. The water supply line will be centered in the easement and such easement will provide ingress and egress rights across the property containing the easement for the operation, maintenance and repair of the water supply line. Within sixty (60) days of the installation and completion of the water supply line, DEVELOPER will have the easement surveyed and described; the resulting easement description and grant will be incorporated as an amendment to this AGREEMENT. DEVELOPER further agrees to record said easement using the CITY’S standard format into the official records of Hernando County, Florida.
4. The DEVELOPER will be refunded up to ~~100~~ **50** percent of the water connection fees against construction cost of the off-site twelve (12) inch water supply line minus the eastern most 300 feet, ~~In no case shall the connection fee credit be more than the actual construction costs for the off-site water supply line or the actual connection fees collected from the DEVELOPMENT,~~ **whichever is less, but in no case more than \$14,192.64. The other 50 percent of the water connection fees shall be considered as payment for the subject drainage easement as described in Exhibit H.** Construction costs must be presented and certified true and accurate signed and sealed by the Engineer of Record.

C. WATER DISTRIBUTION: The DEVELOPER, at its own expense, agrees to install all water mains, service lines to lots or units, fire hydrants, backflow devices and appurtenances, as applicable, sized to be sufficient to provide water service within the DEVELOPMENT as shall be approved by the CITY. All water facilities installed downstream from the meter discharge or within the DEVELOPMENT will remain the property of the DEVELOPER.

D. METERING: The DEVELOPMENT shall be supplied water by the installation of a master meter and double check valve backflow device as shown in Exhibit B. The DEVELOPER agrees to install these at its expense. The meter assembly, up to the meter discharge, will be dedicated to the CITY upon final acceptance by the CITY as

provided for herein. The backflow device will remain the property and maintenance responsibility of the DEVELOPER. The City agrees to maintain the meter in good working order.

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

<Remainder of Page Left Intentionally Blank>

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

The DEVELOPER desires to begin construction of the DEVELOPMENT. If construction of the off-site facilities have not commenced four (4) years after the execution hereof, or if the construction of the off-site facilities have not been completed within five (5) years after the execution of this AGREEMENT, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) days of written notice to DEVELOPER.

<Remainder of Page Left Intentionally Blank>

**"EXHIBIT F"  
ANNEXATION ELEMENT**

<Not included or applicable to this AGREEMENT>

**“EXHIBIT G”  
UTILITY FEE PAYMENT ELEMENT**

| Type of Unit                      | Number of Units | Total ERUs                     | Total Fee per Unit Type |
|-----------------------------------|-----------------|--------------------------------|-------------------------|
| <u>Water Connection Fees</u>      |                 |                                |                         |
| Mobile or Modular Homes In A Park | 66              | 42.2                           | \$ 28,385.28            |
|                                   |                 | Total Water-                   | <u>\$ 28,385.28</u>     |
| <u>Sewer Connection Fees</u>      |                 |                                |                         |
| Mobile or Modular Homes In A Park | 66              | 42.2                           | \$ 72,990.72            |
|                                   |                 | Total Sewer-                   | <u>\$ 72,990.72</u>     |
|                                   |                 | <u>Total Connection Fees -</u> | <u>\$ 101,376.00</u>    |

Within thirty (30) days of execution of this agreement but prior to obtaining building permits, the DEVELOPER shall pay one-hundred (100) percent of the utility fees assessed as follows:

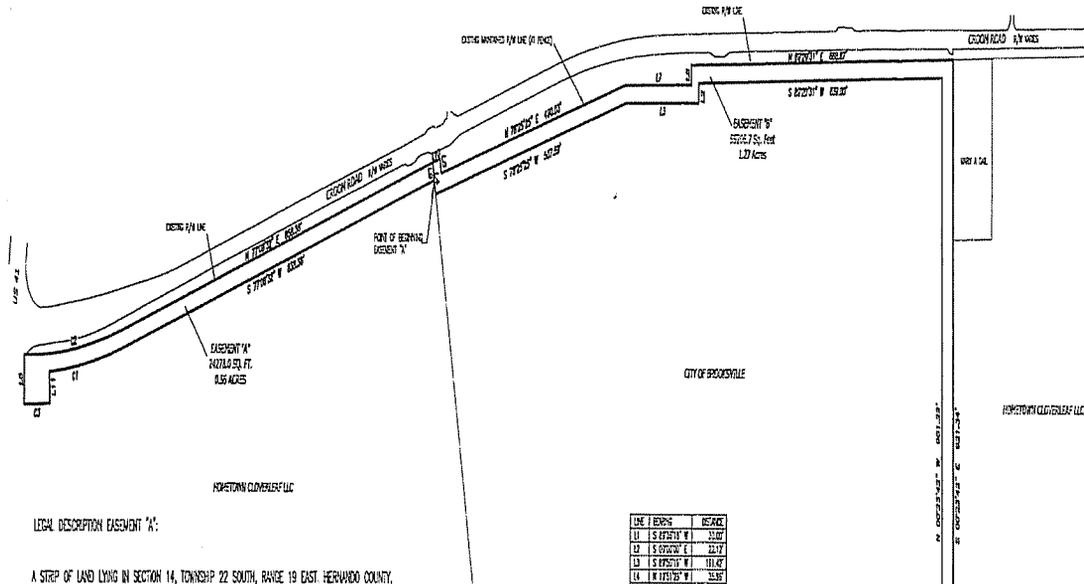
The connection fee rates shown are the rates as the date of this agreement. Utility Fees are subject to change and will be rate at the time of payment. For mobile or modular homes in parks, the current water connection fee is based on sixty-four percent (64%) of one ERU. The current connection fee rates are \$1728.00 per ERU or 200 gallons per day for sewer and \$672.00 per ERU or 250 gallons per day for water. The connection fee rate is the rate at the time of payment or the time the connection fee credit is created. The CITY will not reserve capacity for those phases of the DEVELOPMENT that have not paid connection fees.



“EXHIBIT H” - GRANT OF EASEMENT

UTILITY EASEMENT

SEC 14 TWP 22 S, RNG 19 E  
HERNANDO COUNTY, FLORIDA



LEGAL DESCRIPTION EASEMENT "A":

A STRIP OF LAND LYING IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 14, THENCE S 89°36'18" W A DISTANCE OF 30.00 FEET; THENCE N 00°23'42" E A DISTANCE OF 1316.82 FEET; THENCE S 89°30'31" W A DISTANCE OF 639.00 FEET; THENCE S 00°00'00" E A DISTANCE OF 22.12 FEET; THENCE S 89°50'19" W A DISTANCE OF 191.42 FEET; THENCE S 78°25'28" W A DISTANCE OF 507.59 FEET; THENCE N 12°51'28" W A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING; THENCE S 77°08'32" E A DISTANCE OF 20.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1107.75 FEET AND A DELTA OF 13°31'19"; THENCE ALONG THE ARC OF SAID CURVE, 261.43 FEET; THENCE S 02°43'29" E A DISTANCE OF 35.00 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1142.75 FEET AND A DELTA OF 02°23'20"; THENCE ALONG THE ARC OF SAID CURVE, 67.59 FEET; THENCE N 00°39'51" E A DISTANCE OF 55.00 FEET TO A POINT ON THE EXISTING RIGHT OF WAY CROOK ROAD AND ALSO BEING A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 1087.75 FEET AND A DELTA OF 13°31'19"; THENCE ALONG THE ARC OF SAID CURVE, 256.71 FEET; THENCE N 77°08'32" E A DISTANCE OF 850.39 FEET; THENCE S 12°51'28" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.56 ACRES MORE OR LESS.

LEGAL DESCRIPTION EASEMENT "B":

A STRIP OF LAND LYING IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 14, THENCE S 89°36'18" W A DISTANCE OF 30.00 FEET; THENCE N 00°23'42" E A DISTANCE OF 415.60 FEET TO THE POINT OF BEGINNING; THENCE CONTAINING N 00°23'42" E A DISTANCE OF 801.22 FEET; THENCE S 89°30'31" W A DISTANCE OF 639.00 FEET; THENCE S 00°00'00" E A DISTANCE OF 22.12 FEET; THENCE S 89°50'19" W A DISTANCE OF 191.42 FEET; THENCE S 78°25'28" W A DISTANCE OF 507.59 FEET; THENCE N 12°51'28" W A DISTANCE OF 15.65 FEET TO A POINT ON THE EXISTING MAINTAINED RIGHT OF WAY LINE CROOK ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, N 77°08'32" E A DISTANCE OF 20.00 FEET; THENCE S 12°51'28" E A DISTANCE OF 16.40 FEET; THENCE N 00°23'42" E A DISTANCE OF 490.03 FEET; THENCE N 89°50'19" W A DISTANCE OF 173.48 FEET; THENCE N 00°00'00" E A DISTANCE OF 21.85 FEET; THENCE N 89°20'31" W A DISTANCE OF 688.87 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 14; THENCE ALONG SAID EAST LINE, S 00°23'42" E A DISTANCE OF 921.34 FEET; THENCE S 89°33'45" W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.27 ACRES MORE OR LESS.

| LINE | BEGIN         | BEARING | END |
|------|---------------|---------|-----|
| 01   | S 89°36'18" W | 30.00   |     |
| 02   | S 00°00'00" E | 22.12   |     |
| 03   | S 89°50'19" W | 191.42  |     |
| 04   | N 12°51'28" W | 15.65   |     |
| 05   | N 00°39'51" E | 55.00   |     |
| 06   | N 77°08'32" E | 20.00   |     |
| 07   | N 89°30'31" W | 639.00  |     |
| 08   | N 00°23'42" E | 415.60  |     |
| 09   | N 00°23'42" E | 801.22  |     |
| 10   | N 89°20'31" W | 688.87  |     |
| 11   | S 00°23'42" E | 921.34  |     |
| 12   | S 89°33'45" W | 30.00   |     |

| CURVE | BOOKS | ARC LENGTH | CHORD BEARING | CHORD BEING   | DELTA ANGLE |
|-------|-------|------------|---------------|---------------|-------------|
| C1    |       | 261.43     | 20.53         | 13°31'19" W   | 13°31'19"   |
| C2    |       | 256.71     | 26.47         | 13°39'51" W   | 13°39'51"   |
| C3    |       | 1142.75    | 02.48         | S 02°23'20" W | 02°23'20"   |

LEGAL DESCRIPTION EASEMENT "C":

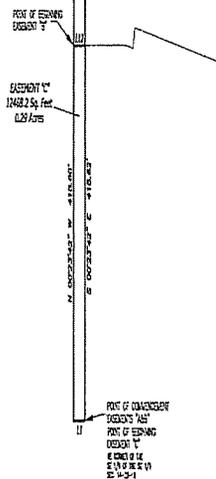
A STRIP OF LAND LYING IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 14, THENCE S 89°36'18" W A DISTANCE OF 30.00 FEET; THENCE N 00°23'42" E A DISTANCE OF 415.60 FEET; THENCE N 89°33'45" E A DISTANCE OF 30.00 FEET; THENCE S 89°23'42" E A DISTANCE OF 415.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.29 ACRES MORE OR LESS.

NOTES

- THIS IS NOT A SURVEY.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 83.
- ADJUSTMENTS OR REVISIONS TO SURVEY MAPS BY OTHER THAN THE SURVEY PARTY IS DEEMED WITHOUT THE WRITTEN CONSENT OF THE SURVEY PARTY.
- ANY REPRODUCTION OR DISTRIBUTION OF THIS SURVEY MAP WITHOUT THE EXPRESS WRITTEN CONSENT OF COASTAL ENGINEERING ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES WHOSE INTERESTS COASTAL ENGINEERING ASSOCIATES, INC. HEREIN HAS BEEN SPECIFICALLY IDENTIFIED AND FOR WHICH IT WAS PREPARED.



LEGAL DESCRIPTION AND SKETCH  
PREPARED FOR AND CERTIFIED TO: DATE  
05-4-87

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL ENGINEER  
*A. Daniel Miller*  
A. DANIEL MILLER, P.E., S.M.  
PROFESSIONAL ENGINEER AND SURVEYOR  
FLORIDA REGISTRATION NUMBER 05328

Coastal Engineering Associates, Inc.  
Professional Surveying & Mapping  
14000 E. US Highway 1  
P.O. Box 1000  
Largo, Florida 34644  
(813) 786-8423  
FAX (813) 786-8389  
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

THIS IS NOT A SURVEY

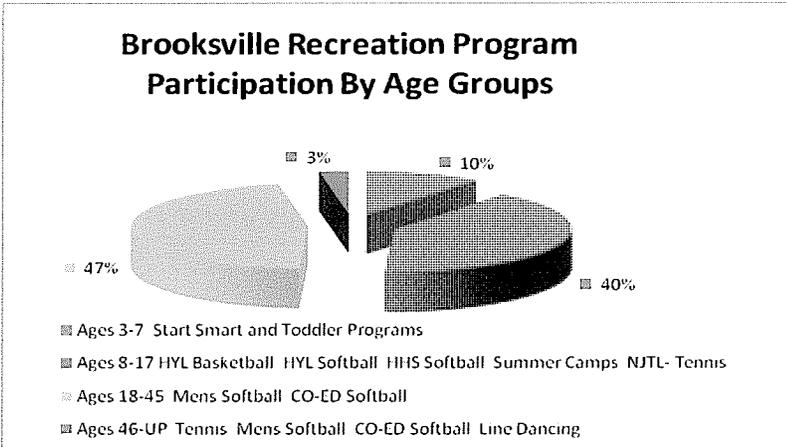
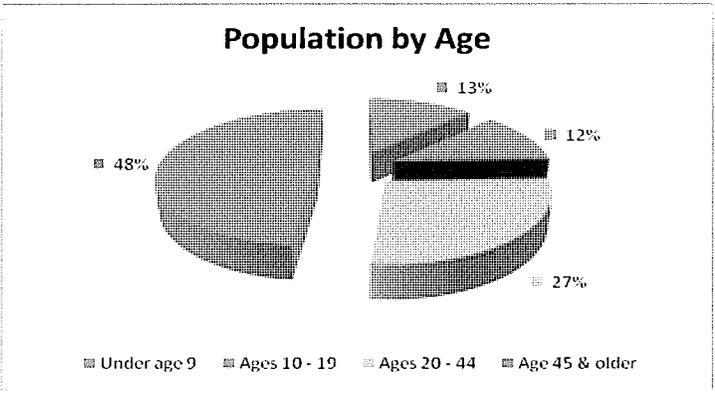


**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR**  
**SUBJECT: PARTNERSHIP WITH THE ENRICHMENT CENTER OF HERNANDO COUNTY**  
**DATE: NOVEMBER 12, 2008**

**GENERAL SUMMARY/BACKGROUND:** The Enrichment Center, Inc. of Hernando County is interested in partnering with the City of Brooksville for the use of the Jerome Brown Community Center (JBCC) for regular use and activities. They came before the City Council on October 6<sup>th</sup> during Regular Session. Council requested that more information be provided for additional consideration.

According to the 2000 Census numbers, a breakdown of the City's population by age states that approximately 13% (912) are under the age of 9, 12% (862) are between the ages of 10 to 19, 27% (1,974) are ages 20 to 44, and 48% (3,516) are age 45 or older. It is important to note that of the 3,516 that are 45 or older, 2,156 are 65 years of age or older.



Currently within the City of Brooksville recreation programs/facilities about 10% of the participants are between the ages of 3 and 7, about 40% of the participants are between the ages of 8 and 17, about 47% of the participants are between the ages of 18 and 44, and only 3% are age 45 or over. Most of

the City's recreation program participants are derived through community partnerships, like Hernando High School Softball, Hernando Youth League (basketball and softball), National Junior Tennis League- tennis professionals, and other private instructors/independent contractors.

Those age 45 and older and more particular participants of age 65 and older are clearly under served through the City of Brooksville recreation programs have been. Staff believes that a partnership with an organization like the Enrichment Center of Hernando County will very quickly allow us to serve this population age/category. We believe that our partnership will strengthen the Enrichment Center's programs and their programs will strengthen our ability to serve the 45 and older population through combined efforts, outreach and programs.

Additionally, we believe that a partnership with the Enrichment Center of Hernando County would provide significant opportunities that would allow us to be a bridge builder in sponsoring/establishing combined youth and senior activities that could include programs like "adopt a grandparent" and others.

Nick Morana, President of the Enrichment Centers and Deborah Walker-Druzbeck, Director for the Enrichment Center have provided a packet of information (as requested) for Council and it has been provided as "Attachment 1." Their materials provide more details on the activities and the services they provide.

In addition to the Enrichment Center's regular activities, they work and partner with the local "congregate meals/meals on wheels" provider, Mid Florida Community Services. They are currently feeding/serving meals to approximately 60 to 75 seniors per day.

Through their existing partnerships they reach and touch the lives of vulnerable elderly citizens with transportation to/from the center, food/meals, social activities (games), physical/recreational activities, mental stimulating activities, connections to other governmental agencies including the Health Department, Veteran's Services, Social Security representatives, connections to local support groups like Alzheimer's support, diabetic support, Parkinson support, etc., educational programs about health care, medicines and treatments and much more.

The Enrichment Center is proposing/requesting use for the facility Monday through Friday, from 8:00 am until approximately 4:00 pm.

Historically, the JBCC facility has not been used for regular activities during these hours. In fact, the facilities have experienced minimal use. Enclosed as “Attachment 2” is a historical account of the activities that have been scheduled/taken place within the Jerome Brown Community Center for the years 2006, 2007 and 2008.

In order to present a clearer picture of the proposed relationship, it became necessary to create a “proposal” of the envisioned partnership for discussion purposes. A proposal of the proposed/requested partnership/agreement is enclosed as “Attachment 3.”

**BUDGET IMPACT:** We see no budgetary impact at this time.

**LEGAL REVIEW:** Discussions and considerations of this partnership are within the authority of City Council.

**STAFF RECOMMENDATION:** Staff seeks Council’s direction on the proposed/requested partnership with the Enrichment Center of Hernando County, Inc.

PROVIDING A HEALTHY ACTIVE LIFESTYLE FOR HAPPIER LIVING!

November 17, 2008

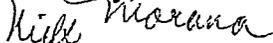
Dear Mayor David Pugh,

The Enrichment Centers Inc. of Hernando County have been serving Hernando County Residents and organizations for almost 25 years. We would like to form a partnership with the City of Brooksville to build a Special Needs Disaster Shelter- The City of Brooksville Enrichment Center & Mining Museum. The shelter would be located at the entrance of the Quarry Golf Course. It could possibly house: the Pro Shop, Deli, Mining Museum and classrooms for daily use of the Enrichment Center. The Enrichment Centers would use the classrooms on a daily basis for their support groups as well as classroom activities. We would like to expand on your mission of the Jerome Brown Center to make it an all inclusive ageless City of Brooksville/Jerome Brown Community Center. We would use the Jerome Brown Facility Monday through Friday 8:00am-4:00pm. We would house our congregate meals, exercise classes, crafts, etc. there. We would like to form this partnership to bridge the Youth and Seniors together in the City of Brooksville. Each age group has a lot to learn from each other as well as teach one another. These programs should always be approved by the Enrichment Center Board of Directors as well as the Brooksville City Council. The Enrichment Centers will offer their full comprehensive program, which includes health education, recreation, and the promotion of ongoing personal growth at the Jerome Brown Center as well as the new building.

Over the years we have formed many "Community Partnerships" to provide our Enrichment Center Services. On a daily basis the Enrichment Centers offers aid to vulnerable elderly citizens to access vitally needed services. The Enrichment Centers is a strong advocate for people of all ages. An immense amount of time and energy flows from the Centers to ensure that we have a quality environment for all. We would like to develop new programs such as "Adopt a Grandparent" and the Children's Learning Center.

We are excited to pursue a Partnership with the City of Brooksville to provide our services/programs to the citizens for many years to come. Thank-you for your consideration.

Sincerely,



Nick Morana

President of the Enrichment Centers



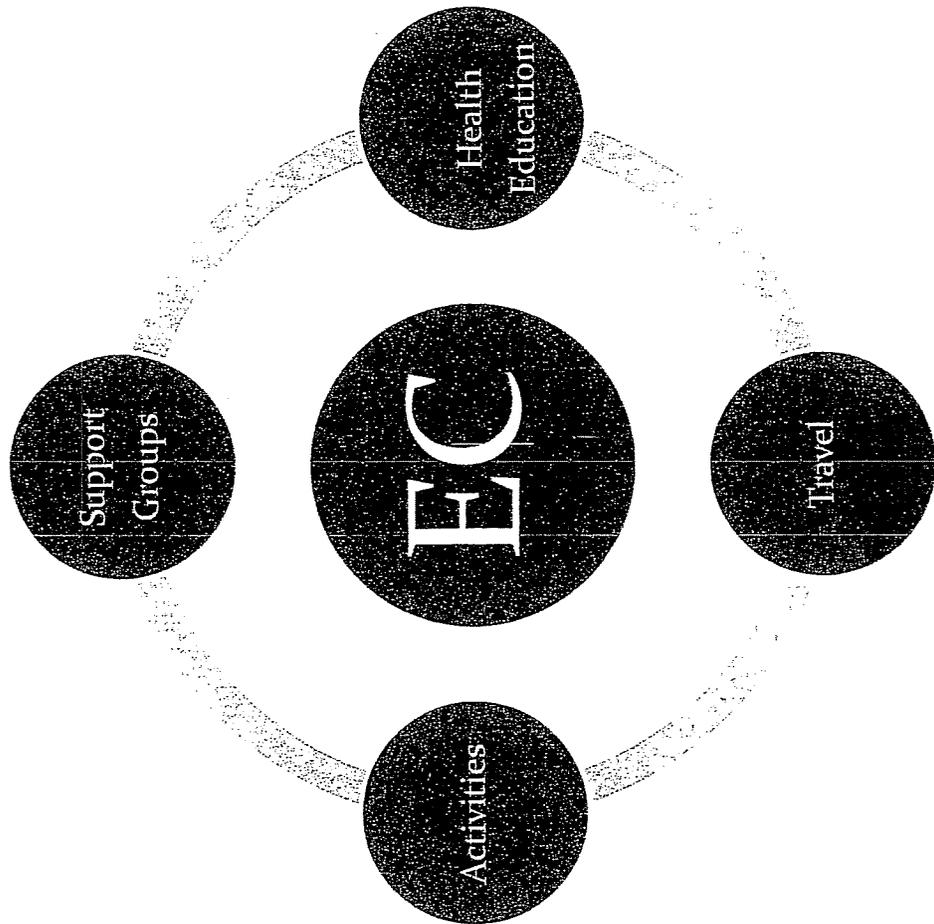
Deborah L. Walker-Druzbeck

Director of the Enrichment Centers

Debbie Walker-Druzbeck-Director  
11375 Cortez Blvd.  
Brooksville, Florida 34613

Phone: 352-597-6331  
Fax: 352-597-6314  
Email: [debbie.walker2@hcahealthcare.com](mailto:debbie.walker2@hcahealthcare.com)

# THE ENRICHMENT CENTERS, INC.





# **PARTNERSHIPS**

1. **Oak Hill Hospital**
2. **Mid-Florida Community Services**
3. **H2U**
4. **Deaf & Hard of Hearing Services of Florida**
5. **Hernando County Board of County Commissioners**
6. **Senior RX**
7. **Veteran's Services of Hernando County**
8. **Hernando County Health & Human Services**
9. **Access Hernando**
10. **Helping Hands**
11. **Department of Health**
12. **Social Security Administration**
13. **The Harbor Behavioral Health**
14. **Trans Hernando**
15. **SHINE**
16. **Hernando County Chamber of Commerce**
17. **Community Legal Services**
18. **AARP Defensive Driving**
19. **AARP Taxes**
20. **Department of Children & Families**

# ACTIVITIES/PROGRAMS

## SOCIALIZATION

### ACTIVITIES

1. Bridge
2. Double Pinochle
3. Dominoes
4. Kings in the Corner
5. Mah Jongg
6. Scrabble
7. Rummy Cube
8. Chess
9. Social Seniors
10. Congregate Meals/MOW

### SKILL ACTIVITIES

1. Painting
2. Quilting
3. Rug Hooking
4. Ceramics
5. Crafts

### EXERCISE

1. Low In-pack
2. Yoga
3. Line Dancing
4. Tap Dancing
5. Big Band Dancing

### SUPPORT-GROUPS

1. Alzheimer's Support
2. Diabetic Support
3. Parkinson Support
4. Nurse Support
5. Compassionate Friends
6. Kidney Support
7. Pastoral Services
8. Blood Pressure Readings
9. Veteran's Support

### ORGANIZATIONS/CLUB

1. Orchid Lovers Club
2. Violet Club
3. AARP Driving Class
4. Suncoast Traffic School
5. SHINE
6. AARP Taxes
7. Society for Creative Achronism
8. Camera Club

### COMMUNICATION

1. Newsletter
2. Mailings
3. Public Service Announcements

# **PROPOSED NEW ACTIVITIES**

- 1) **Computer Lab-all ages**
- 2) **Game Room**
- 3) **Gift Closet for American Cancer Society**
- 4) **Walking Trail**
- 5) **Deli/Juice Bar**
- 6) **Walk In Clinic**
- 7) **Marital Arts**
- 8) **Cycling the Trail-Bicycle Rental**
- 9) **Pilates**
- 10) **Yoga & Body Conditioning**
- 11) **Economic Development Program**
  - Experience Works Program**
  - Job searches/career growth**
  - Financial Planning**

**BROOKSVILLE ENRICHMENT CENTER**

**LEGAL SERVICES BY APPOINTMENT**

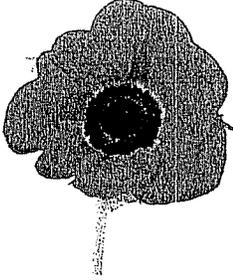
670 Broad Street, Brooksville, FL 34601

Sponsored by Oak Hill Hospital

For Information please call 544-5900

"BUTTS OUT" ~ SMOKE FREE CAMPUS January 1, 2009

**NOVEMBER  
2008**

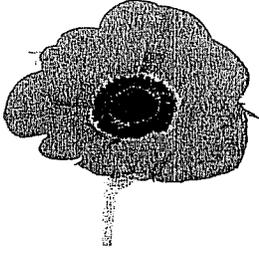
| MONDAY  | TUESDAY   | WEDNESDAY  | THURSDAY   | FRIDAY   |
|---|---|--|--|--|
| <b>3</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>1-4 Chewin' the Fat<br>Conversation  | <b>4</b><br>9-11 Crafts<br>11:00-12 SHINE<br>11-12 Blood Pressure<br>By "Cathie G"<br>At Amedisys<br>12:30-4 Duplicate<br>Bridge                            | <b>5</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>9-12 Quilting<br>10-11:00 BINGO<br>12:30-4 Duplicate Bridge<br>5:30-7 AA Meeting  | <b>6</b><br>8-4 Scrapbooking<br>9-11 Crafts<br>1-4:00 Beginning Art<br>1-4 Chewin' the Fat<br>Conversation<br>1-3 Clogging<br><br><b>DEAF SERVICES:<br/>BY APPOINTMENT</b>   | <b>7</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>10:00 Qualify Medicare<br>Assistance<br>11-12 Veterans Support  |
| <b>10</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>1-4 Chewin' the Fat<br>Conversation | <b>11</b><br><b>CLOSED<br/>HAPPY<br/>VETERAN'S<br/>DAY!</b><br>          | <b>12</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>9-12 Quilting<br>10-11:00 BINGO<br>12:30-4 Duplicate Bridge<br>5:30-7 AA Meeting | <b>13</b><br>8-4 Scrapbooking<br>9-11 Crafts<br>10-11 Senior Support by<br>Heartland<br>1-4:00 Beginning Art<br>1-4 Chewin' the Fat<br>Conversation<br>1-3 Clogging<br>7-9 Society for Creative<br>Achronism<br><br><b>DEAF SERVICES:<br/>BY APPOINTMENT</b> | <b>14</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>10:00 Qualify Medicare<br>Assistance<br>11-12 Veterans Support |
| <b>17</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>1-4 Chewin' the Fat<br>Conversation | <b>18</b><br>9-11 Crafts<br>11:00-12 SHINE<br>11-12 Blood Pressure<br>By "Cathie G"<br>At Amedisys<br>12:30-4 Duplicate<br>Bridge                           | <b>19</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>9-12 Quilting<br>10-11:00 BINGO<br>12:30-4 Duplicate Bridge<br>5:30-7 AA Meeting | <b>20</b><br>8-4 Scrapbooking<br>9-11 Crafts<br>1-4:00 Beginning Art<br>1-4 Chewin' the Fat<br>Conversation<br>1-3 Clogging<br><br><b>DEAF SERVICES:<br/>BY APPOINTMENT</b>  | <b>21</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>10:00 Qualify Medicare<br>Assistance<br>11-12 Veterans Support |
| <b>24</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>1-4 Chewin' the Fat<br>Conversation | <b>25</b><br>9-11 Crafts<br><b>10-2 OPEN HOUSE</b><br>11:00-12 SHINE<br>11-12 Blood Pressure<br>By "Cathie G"<br>At Amedisys<br>12:30-4 Duplicate<br>Bridge | <b>26</b><br>8:30-9:30 Exercise<br>9-11 Crafts<br>9-12 Quilting<br>10-11:00 BINGO<br>12:30-4 Duplicate Bridge<br>5:30-7 AA Meeting | <b>CLOSED<br/>THANKSGIVING<br/>HOLIDAY</b>   | <b>CLOSED<br/>THANKSGIVING<br/>HOLIDAY</b>   |
|   |    |   | <b>HOLIDAY<br/>OPEN HOUSE<br/>&amp;<br/>CRAFT SALE<br/>25TH</b>  | <b>Library<br/>Open<br/>All Day!</b>   |

**SPRING HILL ENRICHMENT CENTER**

11375 Cortez Blvd., Brooksville, FL 34613  
 Located on the campus of Oak Hill Hospital

For Information  
 please call 597-6331

**NOVEMBER 2008**

| MONDAY  | TUESDAY  | WEDNESDAY   | THURSDAY   | FRIDAY   |
|---|--|---|--|--|
| <b>3</b>  | <b>4</b>   | <b>5</b>  | <b>6</b>   | <b>7</b>   |
| 8:45-10 Exercise<br>9:00-12 Painting<br>9:30-11 Dominoes<br>10-12 Mah Jongg<br>12-1:15 Tap 'N' Dolls<br>12:30-1:15 Blood Pressure Readings<br>1-3 Parkinson's<br>1-4:00 Painting<br>1-4:00 Alzheimer's<br>2-4:00 Line Dance   | 9-10:30 Yoga<br>9-11:00 Red Hot Hatters<br>9:30-11 Dominoes<br>10-12:00 Deaf Services<br>10:30-1:30 Band<br>11-12:00 Blood Pressure<br>11:30-1 Social Seniors<br>12:30-3:30 Ceramics<br>1-3 Kings in the Corner<br>1-4:00 Pinochle<br>1-4:00 Scrabble<br>2-4:00 Step Sisters                 | 8:45-10 Exercise<br>9:30-11 Dominoes<br>10-11:00 H2U Meeting<br>11-12:00 Blood Pressure<br>12:30-4:30 AARP DSP<br>1:00 Qualify Medicare Assistance<br>1-4:00 Mah Jongg<br>1:30-3 Chance to Dance<br>5-6:00 Nurse Support<br>6-9:30 Double Pinochle      | 9-10:30 Yoga<br>9-12:00 Painting<br>9:30-11 Dominoes<br>11-12:00 SHINE<br>12-2:30 Tap 'N' Dolls<br>1-4:00 Painting<br>6-10:00 CPR-AED<br>6:30-10:00 Duplicate Bridge   | 8:45-10 Exercise<br>9-12:00 Chess<br>10-12:00 Dominoes<br>10-11 Picture O'<br>12:30-2:30 Busy Hands<br>1-3:00 Step Sisters<br>1-4:00 Early Am. Rug Hooking |
| <b>10</b>   | <b>11</b>  | <b>12</b>   | <b>13</b>  | <b>14</b>  |
| 8:45-10 Exercise<br>9:00-12 Painting<br>9:30-11 Dominoes<br>10-12 Mah Jongg<br>12-1:15 Tap 'N' Dolls<br>12:30-1:15 Blood Pressure Readings<br>1-3:00 Diabetic<br>1-4:00 Painting<br>1-4:00 Alzheimer's<br>2-4:00 Line Dance<br>4-5:30 Cardiac Support<br>6-8:00 Camera Club | <b>CLOSED<br/>HAPPY<br/>VETERAN'S DAY!</b><br>   | 8:45-10 Exercise<br>9:30-11 Dominoes<br>11-12 Blood Pressure<br>12:30-4:30 AARP DSP<br>1:00 Qualify Medicare Assistance<br>1-4:00 Mah Jongg<br>1:30-3 Chance to Dance<br>5-6:00 Nurse Support<br>5:30-7 Breast Cancer Support<br>6-9:30 Double Pinochle | 9-10:30 Yoga<br>9-12:00 Painting<br>9:30-11 Dominoes<br>11-12:00 SHINE<br>12-2:30 Tap 'N' Dolls<br>1-4:00 Painting<br>2:30-4:30 Tap<br>6:30-9 Compassionate Friends<br>6:30-10:00 Duplicate Bridge             | 8:45-10 Exercise<br>9-12:00 Chess<br>10-12:00 Dominoes<br>10-11 Picture O'<br>12:30-2:30 Busy Hands<br>1-3:00 Step Sisters<br>1-4:00 Early Am. Rug Hooking |
| <b>17</b>   | <b>18</b>  | <b>19</b>   | <b>20</b>  | <b>21</b>  |
| 8:45-10 Exercise<br>9:00-12 Painting<br>9:30-11 Dominoes<br>10-12 Mah Jongg<br>12-1:15 Tap 'N' Dolls<br>12:30-1:15 Blood Pressure Readings<br>1-4:00 Painting<br>2-4:00 Line Dance  | 9-10:30 Yoga<br>9:30-11 Dominoes<br><b>10-2 OPEN HOUSE</b><br>10-12:00 Deaf Services<br>10:30-1:30 Band<br>11-12:00 Blood Pressure<br>11:30-1 Social Seniors<br>12:30-3:30 Ceramics<br>1-3:00 Kings in the Corner<br>1-4:00 Pinochle<br>1-4:00 Scrabble<br>2-4:00 Step Sisters               | 8:45-10 Exercise<br>9-1:00 AARP DSP<br>9:30-11 Dominoes<br>11-12:00 Blood Pressure<br>1:00 Qualify Medicare Assistance<br>1-4:00 Mah Jongg<br>1-4:00 Orchid Lovers<br>1:30-3 Chance to Dance<br>5-6:00 Nurse Support<br>6-9:30 Double Pinochle          | 9-10:30 Yoga<br>9-12:00 Painting<br>9:30-11 Dominoes<br>11-12:00 SHINE<br>12-2:30 Tap 'N' Dolls<br>1-4:00 Painting<br>2-4:00 Ostomy Support<br>2:30-4:30 Tap<br>6-10:00 CPR-AED<br>6:30-10:00 Duplicate Bridge | 8:45-10 Exercise<br>9-12:00 Chess<br>10-12:00 Dominoes<br>10-11 Picture O'<br>12:30-2:30 Busy Hands<br>1-3:00 Step Sisters<br>1-4:00 Early Am. Rug Hooking |
| <b>24</b>   | <b>25</b>  | <b>26</b>   | <b>27</b>  | <b>28</b>  |
| 8:45-10 Exercise<br>9:00-12 Painting<br>9:30-11 Dominoes<br>10-12 Mah Jongg<br>12-1:15 Tap 'N' Dolls<br>1-4:00 Painting<br>12:30-1:15 Blood Pressure Readings<br>1-4 Alzheimer's<br>2-4:00 Line Dance<br>6-8:00 Camera Club   | 9-10:30 Yoga<br>9-11:00 Share A Craft<br>9:30-11 Dominoes<br>10-12:00 Deaf Services<br><b>FREE Ear Wax Removal</b><br>11-12:00 Blood Pressure<br>11:30-1 Social Seniors<br>12:00-2 Pastoral Services<br>1-3 Kings in the Corner<br>1-4:00 Pinochle<br>1-4:00 Scrabble<br>2-4:00 Step Sisters | 8:45-10 Exercise<br>9-1:00 AARP DSP<br>9:30-11 Dominoes<br>11-12:00 Blood Pressure<br>1:00 Qualify Medicare Assistance<br>1-4:00 Mah Jongg<br>1:30-3 Chance to Dance<br>5-6:00 Nurse Support<br>6-9:30 Double Pinochle                                  | <b>CLOSED<br/>THANKSGIVING<br/>HOLIDAY</b><br>   | <b>CLOSED<br/>THANKSGIVING<br/>HOLIDAY</b>   |
|   |   |   | <b>HOLIDAY<br/>OPEN HOUSE<br/>&amp;<br/>CRAFT SALE<br/>18TH</b>  |  |

CONGREGATE MEALS SERVED DAILY. \*\* New Activities are in BOLD print! \*\*  
 "BUTTS OUT" ~ SMOKE FREE CAMPUS January 1, 2009

# ATTACHMENT 2

|    | A           | B                    | C                    | D                    | E                    | F                    | G               | H                  |
|----|-------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------|--------------------|
| 1  |             |                      |                      |                      |                      |                      |                 |                    |
| 2  |             |                      |                      | 2006                 |                      |                      |                 |                    |
| 3  |             |                      |                      | JBCC ACTIVITY        |                      |                      |                 |                    |
| 4  |             |                      |                      | SCHEDULE             |                      |                      |                 |                    |
| 5  |             |                      |                      |                      |                      |                      |                 |                    |
| 6  | <b>TIME</b> | <b>Monday</b>        | <b>Tuesday</b>       | <b>Wednesday</b>     | <b>Thursday</b>      | <b>Friday</b>        | <b>Saturday</b> | <b>Sunday</b>      |
| 7  | 08:00:00 AM |                      |                      |                      |                      |                      |                 |                    |
| 8  | 09:00:00 AM |                      |                      |                      |                      |                      |                 | New Journey Church |
| 9  | 10:00:00 AM |                      |                      |                      |                      |                      |                 |                    |
| 10 | 10:30:00 AM |                      |                      |                      |                      |                      |                 |                    |
| 11 | 11:00:00 AM |                      |                      |                      |                      |                      |                 |                    |
| 12 | 12:00:00 PM |                      |                      |                      |                      |                      |                 | New Journey Church |
| 13 | 01:00:00 PM |                      |                      |                      |                      |                      |                 |                    |
| 14 | 02:00:00 PM |                      |                      |                      |                      |                      |                 |                    |
| 15 | 03:00:00 PM |                      |                      |                      |                      |                      |                 |                    |
| 16 | 04:00:00 PM |                      |                      |                      |                      |                      |                 |                    |
| 17 | 04:30:00 PM | After School Program |                 |                    |
| 18 | 05:00:00 PM |                      |                      |                      |                      |                      |                 |                    |
| 19 | 05:30:00 PM |                      |                      |                      |                      |                      |                 |                    |
| 20 | 05:45:00 PM | After School Program |                 |                    |
| 21 | 06:00:00 PM |                      | Men's Basketball     |                      |                      |                      |                 |                    |
| 22 | 06:30:00 PM |                      |                      |                      |                      |                      |                 |                    |
| 23 | 07:00:00 PM | Karate Class         | Men's Basketball     |                      |                      |                      |                 |                    |
| 24 | 08:00:00 PM | Karate Class         | Men's Basketball     |                      |                      |                      |                 |                    |
| 25 | 09:00:00 PM | Karate Class         |                      |                      |                      |                      |                 |                    |
| 26 |             |                      |                      |                      |                      |                      |                 |                    |

|    | A           | B                                | C                    | D                    | E                                    | F             | G               | H                    |
|----|-------------|----------------------------------|----------------------|----------------------|--------------------------------------|---------------|-----------------|----------------------|
| 1  |             |                                  |                      |                      |                                      |               |                 |                      |
| 2  |             |                                  |                      | <b>2008</b>          |                                      |               |                 |                      |
| 3  |             |                                  |                      | <b>JBCC ACTIVITY</b> |                                      |               |                 |                      |
| 4  |             |                                  |                      | <b>SCHEDULE</b>      |                                      |               |                 |                      |
| 5  |             |                                  |                      |                      |                                      |               |                 |                      |
| 6  | <b>TIME</b> | <b>Monday</b>                    | <b>Tuesday</b>       | <b>Wednesday</b>     | <b>Thursday</b>                      | <b>Friday</b> | <b>Saturday</b> | <b>Sunday</b>        |
| 7  | 08:00:00 AM |                                  |                      |                      |                                      |               |                 |                      |
| 8  | 09:00:00 AM |                                  |                      |                      |                                      |               |                 | New Journey Church * |
| 9  | 10:00:00 AM |                                  |                      |                      |                                      |               |                 |                      |
| 10 | 10:30:00 AM |                                  | Toddler Program      |                      |                                      |               |                 |                      |
| 11 | 11:00:00 AM |                                  | Toddler Program      |                      |                                      |               |                 |                      |
| 12 | 12:00:00 PM |                                  | Toddler Program      |                      |                                      |               |                 | New Journey Church * |
| 13 | 01:00:00 PM |                                  |                      |                      |                                      |               |                 |                      |
| 14 | 02:00:00 PM |                                  |                      |                      |                                      |               |                 |                      |
| 15 | 03:00:00 PM |                                  |                      |                      |                                      |               |                 |                      |
| 16 | 04:00:00 PM |                                  |                      |                      |                                      |               |                 |                      |
| 17 | 04:30:00 PM | After School Program             | After School Program | After School Program | After School Program                 |               |                 |                      |
| 18 | 05:00:00 PM |                                  | Gymnastics           |                      |                                      |               |                 |                      |
| 19 | 05:30:00 PM | After School Program             | Gymnastics           |                      | After School Program                 |               |                 |                      |
| 20 | 05:45:00 PM | Tennis - Little Buddie's Program | Gymnastics           |                      | Baseball - Little Buddie's Program   |               |                 |                      |
| 21 | 06:00:00 PM | Tennis - Little Buddie's Program | Gymnastics           | After School Program | Baseball - Little Buddie's Program   |               |                 |                      |
| 22 | 06:30:00 PM |                                  |                      | Line Dancing         |                                      |               |                 |                      |
| 23 | 07:00:00 PM | Karate Class *                   | Fine Arts Meeting    | Line Dancing         | Table Tennis, Adult CO-ED Volleyball |               |                 |                      |
| 24 | 08:00:00 PM | Karate Class *                   |                      | Line Dancing         | Table Tennis, Adult CO-ED Volleyball |               |                 |                      |
| 25 | 09:00:00 PM | Karate Class *                   |                      | Line Dancing         | Table Tennis, Adult CO-ED Volleyball |               |                 |                      |
| 26 |             | <b>* No Longer At JBCC</b>       |                      |                      |                                      |               |                 |                      |

|    | A           | B                                | C                    | D                    | E                    | F                    | G               | H                  |
|----|-------------|----------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------|--------------------|
| 1  |             |                                  |                      |                      |                      |                      |                 |                    |
| 2  |             |                                  |                      | <b>2007</b>          |                      |                      |                 |                    |
| 3  |             |                                  |                      | <b>JBCC ACTIVITY</b> |                      |                      |                 |                    |
| 4  |             |                                  |                      | <b>SCHEDULE</b>      |                      |                      |                 |                    |
| 5  |             |                                  |                      |                      |                      |                      |                 |                    |
| 6  | <b>TIME</b> | <b>Monday</b>                    | <b>Tuesday</b>       | <b>Wednesday</b>     | <b>Thursday</b>      | <b>Friday</b>        | <b>Saturday</b> | <b>Sunday</b>      |
| 7  | 08:00:00 AM |                                  |                      |                      |                      |                      |                 |                    |
| 8  | 09:00:00 AM |                                  |                      |                      |                      |                      |                 | New Journey Church |
| 9  | 10:00:00 AM |                                  |                      |                      |                      |                      |                 |                    |
| 10 | 10:30:00 AM |                                  | Toddler Program      |                      |                      |                      |                 |                    |
| 11 | 11:00:00 AM |                                  | Toddler Program      |                      |                      |                      |                 |                    |
| 12 | 12:00:00 PM |                                  | Toddler Program      |                      |                      |                      |                 | New Journey Church |
| 13 | 01:00:00 PM |                                  |                      |                      |                      |                      |                 |                    |
| 14 | 02:00:00 PM |                                  |                      |                      |                      |                      |                 |                    |
| 15 | 03:00:00 PM |                                  |                      |                      |                      |                      |                 |                    |
| 16 | 04:00:00 PM |                                  |                      |                      |                      |                      |                 |                    |
| 17 | 04:30:00 PM | After School Program             | After School Program | After School Program | After School Program | After School Program |                 |                    |
| 18 | 05:00:00 PM |                                  |                      |                      |                      |                      |                 |                    |
| 19 | 05:30:00 PM | After School Program             |                      |                      |                      |                      |                 |                    |
| 20 | 05:45:00 PM | Tennis / Little Buddie's Program |                      |                      |                      |                      |                 |                    |
| 21 | 06:00:00 PM | Tennis / Little Buddie's Program | After School Program | After School Program | After School Program | After School Program |                 |                    |
| 22 | 06:30:00 PM |                                  |                      | Line Dancing         |                      |                      |                 |                    |
| 23 | 07:00:00 PM | Karate Class                     |                      | Line Dancing         |                      |                      |                 |                    |
| 24 | 08:00:00 PM | Karate Class                     |                      | Line Dancing         |                      |                      |                 |                    |
| 25 | 09:00:00 PM | Karate Class                     |                      | Line Dancing         |                      |                      |                 |                    |
| 26 |             |                                  |                      |                      |                      |                      |                 |                    |

Summer Programming information will be  
provided separately.

# ATTACHMENT 3

**CITY OF BROOKSVILLE PARKS AND RECREATION  
COLLABORATIVE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Brooksville, Florida, a municipal corporation, (hereinafter referred to as the "CITY") and The Enrichment Centers Inc. of Hernando County, a Florida non profit corporation, (hereinafter referred to as the "COLLABORATIVE PARTNER");

**WHEREAS**, the CITY owns and operates the Jerome Brown Community Center (JBCC) located at 99 Jerome Brown Place, Brooksville, Florida; and,

**WHEREAS**, the CITY desires to expand recreational services to senior citizens in the community; and,

**WHEREAS**, the ENRICHMENT CENTER offers various recreational programs for senior citizens; and,

**WHEREAS**, the CITY wishes to partner with the ENRICHMENT CENTER to provide recreational programming at the Jerome Brown Community Center subject to the terms and conditions herein described;

**WHEREAS**, the City Council, on \_\_\_\_\_, authorized the negotiation of a Collaborative Agreement with the ENRICHMENT CENTER.

**NOW, THEREFORE**, in consideration of the mutual terms, promises and covenants herein, the parties hereby contract and agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and incorporated into this Agreement as if fully set forth herein, *in haec verba*.

2. **FACILITIES.** The COLLABORATIVE PARTNER may utilize the facilities as set forth in this paragraph (hereinafter referred to as "FACILITIES"). The FACILITIES are provided in an "as is" condition. The City will be responsible for custodial services, facility maintenance, restrooms, utilities, solid waste disposal and repairs to the FACILITIES which are not the result of actions caused by the negligence or misuse of COLLABORATIVE PARTNER. The COLLABORATIVE PARTNER will be responsible for scheduling, control, operation and basic cleanliness of FACILITIES during reserved times and for supervising the use of the FACILITIES when reserved by the COLLABORATIVE PARTNER. The COLLABORATIVE PARTNER will be responsible for preparation and setup of FACILITIES with the assistance of the CITY, as negotiated and agreed upon by the CITY, to accommodate the programming being held by the COLLABORATIVE PARTNER. The COLLABORATIVE PARTNER may:

- (a) Have exclusive use of one designated office for administrative purposes;

- (b) Have use of a designated storage space; and,
- (c) Utilize the Jerome Brown Community Center (JBCC), specifically the community center hall and conference room, kitchen, restrooms and related areas, for program activities with citizens, as scheduled and reserved by the COLLABORATIVE PARTNER, subject to review and approval by CITY.

3. **PROGRAM SCHEDULING.** The COLLABORATIVE PARTNER shall provide to the CITY a calendar of programs, activities and events (“EVENTS”) the COLLABORATIVE PARTNER plans to operate each month identifying dates, times and locations of each, such that FACILITIES may be reserved accordingly. The calendar of standard routine and re-occurring programs shall be provided to the Director of Parks and Recreation, or other designated CITY representative, no less than thirty days prior to the first day of the month in which the EVENTS are scheduled. Special one-time or ad-hoc EVENTS shall be presented as soon as possible, for review and approval, to the Director of Parks and Recreation. It understood by both parties, that youth activities take priority over any other activity or function scheduled by the COLLABORATIVE PARTNER; however, unless FACILITIES are used for an authorized CITY sponsored program, the COLLABORATIVE PARTNER may plan to schedule and operate programs Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., with the exception of the those days and hours in which school is not in session. For those days and hours when school is out of session, the COLLABORATIVE PARTNER and CITY will coordinate scheduling, in advance of those times, to accommodate youth activities in conjunction with regularly scheduled or routinely occurring COLLABORATIVE PARTNER activities. The Director of Parks and Recreation has sole and absolute discretion as final authority in determining the appropriateness and scheduling of any of the EVENTS being held at the FACILITIES; and the Director of Parks and Recreation has sole and absolute discretion as final authority in determining the priority of any activity, event or use of FACILITIES if scheduling conflicts arise, with due consideration being given to the scheduled and planned activities of the COLLABORATIVE PARTNER.

4. **COMPLIANCE WITH RULES AND REGULATIONS.** Any program operated by the COLLABORATIVE PARTNER in the FACILITIES will be conducted in accordance with health and safety standards, CITY Code of Ordinances, Rules, Regulations and any other applicable law.

5. **FACILITY IMPROVEMENTS.** The COLLABORATIVE PARTNER shall bear all costs and expenses incurred as a result of improvements to FACILITIES necessary to accommodate the operational needs of the COLLABORATIVE PARTNER.

6. **SIGNAGE.** Signage requested by the COLLABORATIVE PARTNER is subject to approval by the CITY, in its sole and absolute discretion, and shall be in conformance with the City of Brooksville Code of Ordinances and other applicable sign regulations. The COLLABORATIVE PARTNER shall bear all costs and expenses incurred in erecting signage.

7. **INSURANCE.** As a condition of this Agreement for use of the FACILITIES set forth herein, the COLLABORATIVE PARTNER will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

- a. General Liability \$1,000,000/\$3,000,000; Fire and Property Damage, \$500,000; and Worker's Compensation Statutory Limits plus Employee Liability \$100,000.
- b. The CITY reserves the right to require additional lines of coverage in the event services offered by COLLABORATIVE PARTNER change or require such additional coverage; or
- c. If the COLLABORATIVE PARTNER begins to operate programs using vehicles, then the CITY reserves the right to require automobile insurance coverage limits which shall name the CITY as an Additional Named Insured and as a Certificate Holder.

8. **USAGE FEE.** The COLLABORATIVE PARTNER will pay to CITY one-thousand dollars (\$1000.00) each month beginning the 1<sup>st</sup> day of January 2008 for use of the FACILITIES as contemplated by this Agreement. Payments are due prior to use of the FACILITIES and shall be made to the CITY on or before the 1<sup>st</sup> day of each month. If payment is not received prior to the start of the month for which payment is due, the COLLABORATIVE PARTNER will lose use of the FACILITIES. At the close of the first year of the initial term of the Agreement, the usage fee will be re-evaluated based on the actual increases in utilities and expenses from the previous year, and the monthly usage fee will be adjusted accordingly. The usage fee amount will be re-assessed at the start of each term of the Agreement. In the event the COLLABORATIVE PARTNER does not retain its primary source of funding, the USAGE FEE may, at the sole and absolute discretion of the CITY, be re-assessed upon formal request to the City Council by the COLLABORATIVE PARTNER.

9. **TERM OF AGREEMENT.** This AGREEMENT shall remain in effect through September 30, 2011, and shall be automatically renewed for additional three-year terms thereafter until and unless either party hereto gives the other not less than one-year (365 days) notice in writing of its desire to terminate the Agreement at the end of the then current term; or unless otherwise negotiated by the parties in accordance with the amendment and modification requirements of this Agreement.

10. **GOOD FAITH.** Each of the parties hereto does herewith agree to take such action and forebear such actions as agreed necessary to carry on the meaning and intent of this agreement and all of its terms and conditions.

11. **DEFAULT.** Neither party shall declare the other in default of any provisions of this Agreement without giving the other party at least thirty (30) days advance written

notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

**12. DISPUTE RESOLUTION.** All personnel of the COLLABORATIVE PARTNER and CITY are expected to cooperate to assure the highest level of service and efficiency for the citizens. In the event that there is an operational or procedural conflict between the personnel of the COLLABORATIVE PARTNER or CITY, the dispute shall be resolved by the Director of Parks and Recreation, or his or her designee, who shall have final authority to resolve the matter. In the event there is a dispute regarding the interpretation of the terms of this Agreement, the dispute shall be resolved by the City Manager who has final authority to decide the matter.

**13. MODIFICATION AND ASSIGNMENT.** This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' prior written consent.

**14. NOTICE.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

Nick Morana  
President  
**The Enrichment Centers  
Inc. of Hernando County**  
11375 Cortez Blvd.  
Spring Hill, Florida 34613

T. Jennene Norman-Vacha  
City Manager  
**City of Brooksville**  
201 Howell Avenue  
Brooksville, Florida 34601

With a Copy to:

Joe Mason, Esq.  
McGee & Mason. P.A.  
Post Office Box 1900  
Brooksville Florida 34601

With a Copy To:

The Hogan Law Firm, LLC  
20 S. Broad Street  
Brooksville, Florida 34601

**15. HOLD HARMLESS.** The CITY will be held harmless from any adverse legal or financial actions, or liability resulting from or incident to any of the COLLABORATIVE PARTNER'S activities under this Agreement.

**16. DISCLAIMER.** Other than the covenants and performance contemplated herein, neither party has made any other promises, representations or warranties. It is

expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

**17. PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

**18. WAIVER.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for the time being with respect thereto, and not in any way as to the future or as to any other matter.

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

**20. ATTORNEY'S FEES.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for the payment of its own attorney's fees and costs.

**21. GENERAL.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. This Agreement constitutes the entire Agreement among the parties and supersedes all prior agreements, whether oral or written. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

**22. GOVERNING LAW.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the County or Circuit Court in and for Hernando County, Florida or U.S. District Court for the Middle District of Florida, Tampa Division, Hillsborough County, Florida, and each of the parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

*[THIS SPACE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF the City of Brooksville and The Enrichment Centers Inc. of Hernando County have respectively signed this Agreement and caused their seals to be affixed and attested as of this day and year first above written.

**THE ENRICHMENT CENTERS INC.  
OF HERNANDO COUNTY**

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Nick Morana

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

President

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

Mayor, City Council

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

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

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

\_\_\_\_\_  
*Seal*

\_\_\_\_\_  
*Attested to by City Clerk, Karen Phillips*



**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR**  
**SUBJECT: SPECIAL NEEDS SHELTER PROPOSAL & RESOLUTION OF SUPPORT**  
**DATE: NOVEMBER 12, 2008**

**GENERAL SUMMARY/BACKGROUND:** The Enrichment Center, Inc. of Hernando County is interested in partnering with the City of Brooksville to build a Special Needs Disaster Shelter/Community Learning and Enrichment Center. Since the last discussions with Council, staff has worked very hard with the Enrichment Center, Inc. to identify another possible location after determining that the Jerome Brown Community Center (JBCC) would not be feasible.

Special needs shelters provide a location to house individuals that typically have physical or mental conditions that require limited medical/nursing oversight in times of emergency evacuation. The Hernando County Emergency Management Department has approximately 1,400 people in Hernando County that are registered and have need for a special needs or "medical needs" shelter if evacuation is required, yet currently have only one (1) available special needs shelter, located at West Hernando Middle School. This is a very important project for the City of Brooksville and Hernando County.

Enclosed as "Attachment 1" is the Scope of Work that the Enrichment Center, Inc. provided to the State of Florida for the allocation of funds to build a special needs shelter in Hernando County.

We have identified the Brooksville Quarry Structure that once was part of the old mining operations as a possible location for the Special Shelter. An artistic rendering of the exterior and floor plan for the building/facility that could be constructed is attached as "Attachment 2."

The Austin Engineering Group, Inc. completed a Structural Engineering Inspection and Evaluation of the existing building. Their report is enclosed as "Attachment 3." The report states that "Although further testing, for further evaluation, could be performed,

nothing was observed during my inspection that would cause me to have any concern about the structure, which I feel is in good condition for its age. In my opinion, it is structurally sound with only minor structural issues to be addressed.”

For the Special Needs Shelter, the existing structure would be modified to meet the standards required for emergency shelters.

Envisioned for the facility, when not required as a shelter, is that it will serve the community’s learning and recreational needs.

Placing the Shelter facility at this location will allow use of an existing City facility located at the Quarry Golf Course that is currently for storage only. This could save significant dollars on the overall project. The structure would be redesigned to include up to 10,000 square foot of space that will house a mining museum, learning and enrichment classrooms, a golf pro shop, a small cafe/kitchen and administrative/office space.

For the City of Brooksville, some of the learning and enrichment classrooms could be utilized for First Tee lessons and other recreational classroom/activities. Pictures of First Tee classrooms in other communities are enclosed as “Attachment 4.” Also provided in Attachment 4 is an “Impact Report” about the benefits for the youth in a community with a First Tee program. The ability to have classroom space would allow us to strengthen our existing First Tee program.

For the Enrichment Center, Inc. the facilities, including the classrooms, would be used to enhance and strengthen their activities and educational programs with seniors. We believe that there is and will be great community support for such a project. Enclosed, as “Attachment 5,” are two (2) letters of initial support.

The Enrichment Center is requesting a Resolution of support from the City Council for the project to present to the State of Florida. Resolution 2008-30 is provided as “Attachment 6” for consideration. The Resolution states that the City agrees “to collaborate on exploring the feasibility of a Community Enrichment Center Project that will serve the community’s learning and recreational needs and provide a facility to serve as an emergency shelter for the special needs population.”

**BUDGET IMPACT:** We see no budgetary impact at this time.

**LEGAL REVIEW:** Discussions and considerations of this partnership are within the authority of City Council.

**STAFF RECOMMENDATION:** Staff seeks Council’s direction on the proposed/requested partnership with the Enrichment Center of Hernando County, Inc. and recommends approval of Resolution 2008-30.

# ATTACHMENT 1

## I. SCOPE OF WORK

A. The Recipient shall construct a 10,000 gross square foot public Special Needs Disaster Shelter (SNDS). The SNDS project's measurable outcome is an expansion of Hernando County special needs shelter (SpNS) capacity. Therefore, during a declared state or local emergency the SNDS must be made available for use as a public SpNS upon request by local or state emergency management agencies. All special needs client occupied spaces shall have standby emergency power supported air conditioning.

B. Eligible reimbursable costs include, but are not necessarily limited to: Architectural and Engineering services and fees; site survey and soil testing; necessary permits and fees; civil and utilities site work; access driveways and parking; site security measures; construction of the building's superstructure, shell (envelope), interior construction and essential ancillary structures; special inspections; mechanical, plumbing, electrical, telecommunication, conveying and security systems; lightning protection; redundant infrastructure equipment and systems (e.g., electric generators, water supplies, etc.); and, finish work, furnishings and equipment necessary for public hurricane evacuation shelter functional spaces and essential shared-use spaces (e.g., restrooms, kitchen/dining rooms, etc.)

C. At a minimum, the SNDS shall meet public shelter design criteria per section 423.25, Florida Building Code—Building, and the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496).

D. The SNDS and essential ancillary structures and equipment shall be designed to resist the effects of a major hurricane. Design wind loads shall be in accordance with the American Society of Civil Engineers (ASCE) Standard 7, *Minimum Design Loads for Buildings and Other Structures*. The minimum wind design shall include:

Design Wind Speed = 150 miles per hour (3 second gust)

Wind Load Importance Factor,  $I = 1.00$

Exposure Category = C

Wind Directionality Factor,  $K_d = 1.00$

Internal Pressure Coefficient, Enclosed Building,  $GC_{pi} = +0.18/-0.18$

All components and cladding assemblies necessary to maintain a structurally enclosed condition and prevent rainwater intrusion shall be designed and installed to meet the design wind loads. Structural metal decking and cladding materials shall be 22 gauge or thicker. Roof cover waterproofing barriers shall meet the design wind loads. Loose aggregate roof ballast shall not be used on the roof cover. Rooftop equipment shall be designed and installed to meet the design wind loads.

E. The SNDS and essential ancillary structures and equipment shall resist penetration by windborne debris impact. At a minimum, all exterior enclosure components,

claddings and assemblies (i.e., walls, roofs, louvers, windows, doors, etc.) located within 60 feet in height above finish grade shall meet the hurricane wind-borne debris impact criteria specified in the Department of Energy's (DOE) Standard, *Natural Phenomena Hazards Design and Evaluation Criteria*, DOE-STD-1020-2002. That is, the building enclosure must resist penetration by a nominal 2"x4" lumber plank weighing 15 pounds propelled at 50 miles per hour (73.3 feet per second) striking end-on and normal to the assembly surface, or equivalent performance as approved by the Division. As applicable, impact test procedures shall be consistent with recognized state and national standards; such as, *SBCCI Test Standard for Determining Impact Resistance from Windborne Debris* SSTD 12, American Society of Testing and Materials (ASTM) Standards ASTM E 1886 and ASTM E 1996, and Florida Building Code Testing Protocols TAS 201, TAS 202 and TAS 203. The impact test procedures may be modified as necessary to accommodate the required missile weight and velocity.

F. The following information related to wind loads and flooding shall be shown on the construction drawings: 1. design wind loads determined per ASCE 7 with applicable year of revision; 2. design wind speed; 3. wind load importance factor  $I$ ; 4. wind exposure category; 5. wind directionality factor  $K_d$ ; 6. design internal pressure coefficient; 7. design wind pressures in terms of pounds per square foot (psf) to be used for the design of exterior component and cladding materials not specifically designed by the principal licensed design professional; 8. hurricane wind-borne debris impact performance criteria; and, 9. finish floor elevation above mean sea level (amsl) with comparison reference to the base flood elevation and the 500-year flood elevation (if determined).

G. The minimum design elevation of the lowest floor for the SNDS and essential ancillary structures and equipment shall be located outside of or elevated above: Category 5 hurricane storm surge elevation; the base flood elevation plus two (2) feet; the 500-year (0.2 percent annual chance) flood elevation (if determined); the highest recorded flood elevation plus two (2) feet if the area is not in a mapped special flood hazard area; whichever is greater.

H. Where secondary (emergency) roof drains or scuppers are required by the Florida Building Code—Plumbing, the secondary system shall at a minimum be sized for a rainfall rate of eight (8.0) inches per hour. If applicable, the rainfall rate used to size the secondary roof drainage system shall be shown on the construction drawings.

I. SNDS shall be designated as a threshold building(s), and special structural inspections required. Special inspections shall be conducted in compliance with section 553.79, Florida Statutes and other applicable statutes, laws and rules.

J. The SNDS and essential ancillary structures and equipment shall be designed for a minimum of 72 hours of self-contained continuous operation and shall **not** be solely reliant upon off-site utilities (e.g., water, natural gas fuel, electricity, etc.)

K. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement

Allocation Schedule” or other similar instrument as approved by the Division may be used.

L. During design and construction phases of the special needs shelter project, the Recipient shall track and provide construction cost data for the expansion area as detailed in Table SW-2, “Cost Data for Special Needs Disaster Shelter Expansion.”

## **II. PRODUCT ITEMS**

A. Recipient shall prepare an initial timeline with key milestone activities/tasks, including start and end dates for each activity, and an estimate of cost reimbursement allocations. Table SW-1 in Scope of Work item I.K may be used to meet this product item.

B. The Recipient shall provide one (1) copy each of site survey, site master plan, spatial needs assessment, and schematic design plan or preliminary design drawings for review by the Division. The spatial needs assessment and schematic design plan/preliminary design may be consolidated into one document.

C. The Recipient shall provide one (1) set of substantially complete (approximately 70 percent) preliminary design construction drawings and specifications for the SNDS and essential ancillary structures for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.

D. The Recipient shall provide one (1) bid-ready set of construction drawings and specifications for the SNDS and essential ancillary structures for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be signed by the applicable registered or licensed design professional(s) of record.

E. The construction drawings shall demonstrate that the SNDS will meet the hurricane hazard safety criteria of ARC 4496, and the wind load, wind-borne debris impact and flood design requirements set forth in Scope of Work items I.C through I.I. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

F. The Recipient shall provide the Division with copies of pertinent construction permits and wind-borne debris product performance certifications or test reports.

G. The Recipient shall provide the Division with a copy of “as-built” construction drawings and specifications with signature of designer(s) of record, final threshold inspection report with signature of special inspector(s) of record, final project cost data as

required in Scope of Work item I.L, and the certificate of occupancy upon completion of construction.

### **III. SCHEDULE OF WORK**

A. By December 31, 2007, the Recipient shall provide the Division with Product Item A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

B. By March 30, 2008 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit Product Items B through G in a timely manner as accomplished. The Division shall be provided 30 calendar days to review and provide comments of product items pertaining to compliance with the scope-of-work. The Recipient shall also submit invoices for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation schedule referenced in Product Item A.

C. By May 15, 2010, the Recipient shall provide the Division with Product Item G, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule

| <b>Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule</b> |                   |                 |   |                    |
|---|-------------------|-----------------|---|--------------------|
| <b>Project Name: <u>Enrichment Center Special Needs Disaster Shelter</u></b>        |                   |                 |   |                    |
| <b>PROJECT PHASE</b>  | <b>Start Date</b> | <b>End Date</b> | <b>DEM Funds<br/>(FY 07/08<br/>1621W)</b> | <b>Other Funds</b> |
| Board Contract Approval   |                   |                 |   |                    |
| Initial Payment of 20% in first quarter   |                   |                 |   |                    |
| A&E Firm Selection  |                   |                 |   |                    |
| Site Survey and Soil Testing  |                   |                 |   |                    |
| Spatial Needs Assessment  |                   |                 |   |                    |
| Preliminary Design, 70% complete  |                   |                 |   |                    |
| Preliminary Design, 100% complete   |                   |                 |   |                    |
| Regulatory Review   |                   |                 |   |                    |
| Bid Document(s) Development & Award   |                   |                 |   |                    |
| Notice to Proceed/Mobilization  |                   |                 |   |                    |
| Construction Project Management & Special Inspections                               |                   |                 |   |                    |
| Construction 25% Complete   |                   |                 |   |                    |
| Construction 50% Complete   |                   |                 |   |                    |
| Construction 100% Complete  |                   |                 |   |                    |
| Administrative Fees; maximum of 5%  |                   |                 |   |                    |
| Sub-Totals  |                   |                 | \$600,000                                 |                    |
| TOTAL Estimated Project Cost  |                   |                 |   |                    |

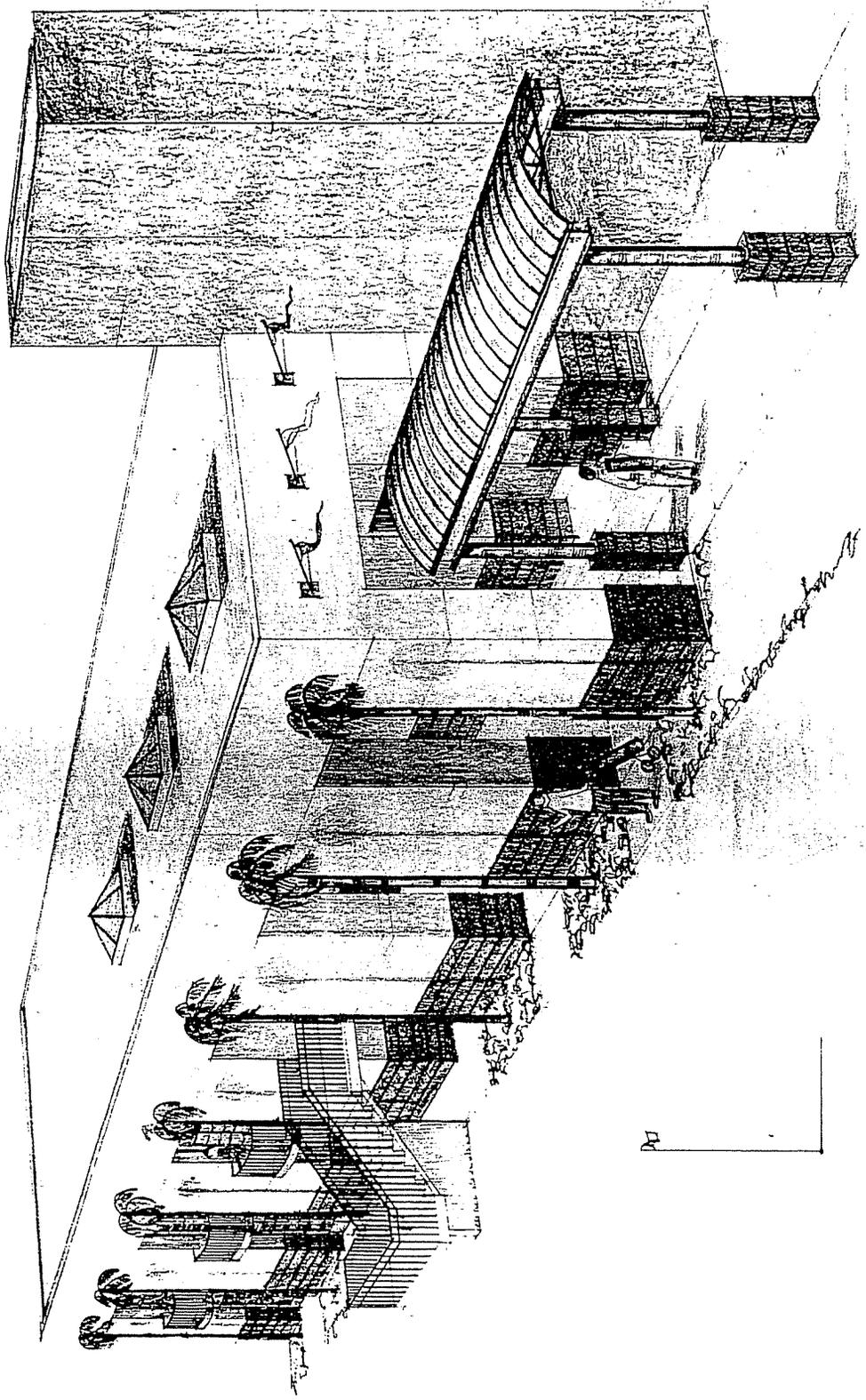
A&E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year

Table SW-2. Cost Data for County Emergency Operations Center

| <p align="center"><b>Table SW-2.</b><br/> <b>Cost Data for Special Needs Disaster Shelter Expansion</b><br/> <b>Project Name: <u>Enrichment Center Special Needs Disaster Shelter</u></b></p> |                             |             |                |
|---|-----------------------------|-------------|----------------|
| NO.   | System/Component            | Description | Estimated Cost |
| A.  | SUBSTRUCTURE                |             |                |
| 1010  | Foundation                  |             |                |
| 1020  | Slab-on-Grade               |             |                |
| 2010  | Excavation                  |             |                |
| 2020  | Basement Walls              |             |                |
| 2030  | Elevated Foundation         |             |                |
| B.  | SHELL (ENVELOPE)            |             |                |
|   | B10 Superstructure          |             |                |
| 1010  | Floor Construction          |             |                |
| 1020  | Roof Construction           |             |                |
| 1030  | Structural Frame            |             |                |
| 1040  | Load-Bearing Wall           |             |                |
|   | B20 Exterior Enclosure      |             |                |
| 2010  | Exterior Walls              |             |                |
| 2011  | Veneer/Cladding             |             |                |
| 2012  | Louvers                     |             |                |
| 2020  | Exterior Windows            |             |                |
| 2030  | Exterior Doors              |             |                |
|   | B30 Roofing                 |             |                |
| 3010  | Roof Coverings              |             |                |
| 3020  | Roof Openings               |             |                |
| 3021  | Soffits                     |             |                |
| C.  | INTERIORS                   |             |                |
| 1010  | Partitions                  |             |                |
| 1020  | Interior Doors              |             |                |
| 1030  | Fittings                    |             |                |
| 2010  | Stair Construction          |             |                |
| 3010  | Wall Finishes               |             |                |
| 3020  | Floor Finishes              |             |                |
| 3030  | Ceiling Finishes            |             |                |
| D.  | SERVICES                    |             |                |
|   | D10 Conveying               |             |                |
| 1010  | Elevators & Lifts           |             |                |
| 1020  | Escalators & Walks          |             |                |
|   | D20 Plumbing                |             |                |
| 2010  | Plumbing Fixtures           |             |                |
| 2020  | Domestic Water Distribution |             |                |

|      |                              |  |  |
|------|------------------------------|--|--|
| 2021 | Back-up Potable Water System |  |  |
| 2040 | Rainwater Drainage           |  |  |
|      | D30 HVAC                     |  |  |
| 3010 | Energy Supply                |  |  |
| 3020 | Heating System               |  |  |
| 3030 | Cooling System               |  |  |
| 3050 | Terminal & Package Units     |  |  |
| 3090 | Other HVAC Sys.              |  |  |
|      | D40 Fire Protection          |  |  |
| 4010 | Sprinkler Sys.               |  |  |
| 4020 | Standpipe Sys.               |  |  |
| 4030 | Other Sys.                   |  |  |
|      | D50 Electrical               |  |  |
| 5010 | Elec. Service & Distribution |  |  |
| 5020 | Lighting & Branch Wiring     |  |  |
| 5030 | Communications & Security    |  |  |
| 5090 | Other Elec. Sys.             |  |  |
| 5091 | Generator Sys.               |  |  |
| 5092 | UPS Sys.                     |  |  |
| E.   | EQUIPMENT & FURNISHINGS      |  |  |
| 1010 | Commercial Equip.            |  |  |
| 1020 | Institutional Equip.         |  |  |
| 1090 | Other Equip.                 |  |  |
| 1091 | Audio/Video Equip.           |  |  |
| 1092 | Special Telecom              |  |  |
| 1093 | Information Tech.            |  |  |
| F.   | SPECIAL CONSTRUCTION         |  |  |
| 1041 | Generator Enclosure          |  |  |
| 1090 | Other                        |  |  |
| G.   | BUILDING SITEWORK            |  |  |
| 1010 | Earthwork                    |  |  |
| 1020 | Roadway & Parking            |  |  |
| 1030 | Drainage & Flood Control     |  |  |
| 1040 | Security Measures            |  |  |
| 1090 | Other Sitework               |  |  |
|      |                              |  |  |

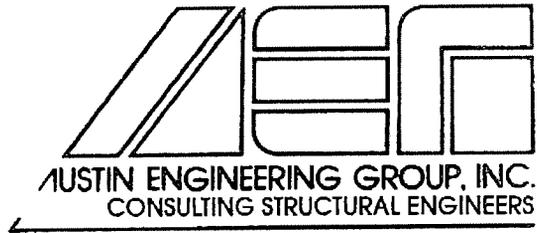
# ATTACHMENT 2



THE QUARRY



# ATTACHMENT 3



October 16, 2008

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

Telephone: (352) 544-5495  
Facsimile: (352) 544-5496  
Email: mwalker@ci.brooksville.fl.us

Re: Structural Engineering Inspection And Evaluation  
Of The Brooksville Quarry Structure  
Brooksville, Florida

Dear Mr. Walker:

As requested, on Wednesday, October 8, 2008 at 3:30 p.m. I visited the above referenced structure to meet with you and to perform a visual structural inspection. The weather at the time of my inspection was partly cloudy & sunny with the temperature around 85+ degrees.

**A. Purpose Of The Structural Inspection:**

The purpose of the structural inspection was to evaluate the structure's condition and ability to be modified and utilized as a quarry museum, golf course office and golf equipment & golf cart storage facility. The structure, when modified, might also serve as a hurricane shelter.

**B. Inspection Procedure:**

- #1. A brief discussion with you regarding the history of the structure and the modifications & future use, proposed.
- #2. Visual inspection of the floor slabs, concrete columns concrete beams and concrete roof slab by walking around and through the structure.

- #3. Taking measurements of all of the concrete columns and the spaces between them.
- #4. Noting the condition and details of the construction items inspected.
- #5. Taking photographs of the structure and the damage items noted, for review and record purposes. See the photographs at the back of this report.

### **C. Structure Layout And Construction Details:**

Based on the above inspection process, the following items were noted.

- #1. It is my understanding that the structure was constructed in 1913.
- #2. The structure was part of a rock crushing and processing operation.
- #3. The structure is currently being used for golf and golf cart equipment storage with the east side bay also being used for tool & part storage and a repair shop.
- #4. The structure is constructed of reinforced concrete.
- #5. The structure is approximately 40 feet wide and 80 feet long.
- #6. In the north-south (80 Ft.) direction, there are three lines of concrete columns.
- #7. The concrete columns on the east and west sides are sloped on the exterior face. They have a thickness of approximately 36 inches at the base and approximately 30 inches at the top.
- #8. The concrete columns on the center north-south line are not tapered and have a constant 30 inch thickness from the bottom to the top. On the east and west exterior walls, the columns are about 4 feet 11 inches long at the ends and 7 feet 10 inches long at the interior locations. The spaces between them are typically 5 feet 1 inch. At the center wall, the columns vary in length from about 3 feet 10 inches to about 10 feet 4 inches. The spaces between them are typically 2 feet 10 inches.
- #9. Running in the north-south direction, over each of the three column lines, there is a reinforced concrete beam, 30 inches in width and 40 to 48 inches in depth from the bottom of the reinforced concrete roof slab. At each end of these beams, there is a triangular 45 degree bracket about 8 inches by 8 inches.
- #10. The space (inside face to inside face) between the center column line and each exterior column line is approximately 16 feet 2 inches.
- #11. The roof of the structure is a reinforced concrete slab supported on reinforced concrete beams, which span in the east-west direction between the north-south column lines.

- #12. The reinforced concrete roof slab is 8 to 10 inches in thickness and the bottom of this slab is located about 20 – 21 feet above the floor slab at grade level.
- #13. The east west reinforced concrete beams supporting the roof slab are 16 to 18 inches wide and project below the roof slab around 16 inches. At the bottom of the beam at each end there is a triangular 45 degree bracket about 16 inches by 16 inches.
- #14. From the north end of the structure to the south end of the structure, there are 12 roof slab support beams. The clear space between the end beam and the first interior beam at each end is approximately 8 feet 8 inches. The clear space between the remaining interior beams is around 4 feet 10 inches to 5 feet 4 inches.
- #15. At the centerline of each 16 feet 2 inch bay there are five square openings in the roof slab, spaced at approximately 13 feet apart. These openings are about 24 inches and currently have skylights over them.
- #16. The floor of the structure appears to be a reinforced concrete slab on grade, at ground level but at the northwest corner, the floor slab is raised about 2 feet above ground level. This raised slab extends from the north edge of the building about 30 feet to the south. This raised slab area does not appear to be original since there are block masonry walls along the exposed perimeter edges.
- #17. The west bay of the structure is open, except for the south end, which has a roll up door with block in-fill on both sides and above the door up to the bottom of the reinforced concrete roof support beam. This door and the block masonry walls beside and above it are probably not part of the original construction.
- #18. The east bay is partially enclosed. The north end wall is in-filled with 8 inch block masonry and a wood framed wall with two large wood framed double doors at the bottom. The east exterior wall is in-filled with 8 inch block masonry up to about 8 feet above the floor slab and with a wood framed wall extending up from the top of the block wall about 4 or 5 feet. The top section of the east wall above the wood framing is open to the bottom of the reinforced concrete roof support beam. The south end wall is in-filled with 8 inch block masonry up to about 8 feet above the floor slab with a wood framed wall extending up from the top of the block wall about 8 feet. From the top of the wood framed wall to the underside of the concrete roof beam, the wall is open.
- #19. At each of the larger width exterior columns, in both the east & west bays, about 16 feet above the floor, there are stub sections of steel beams about 1 inch long and 4 to 6 inches deep. These steel beams appear to have once extended across the bay and have been cut off.
- #20. The finish on the exposed concrete columns, beams and roof slabs is painted concrete and on the exterior surface of the wood and masonry in-fill walls & doors is also painted. The interior wood framing is unpainted. The concrete floor slabs are not painted, except for the exterior edges of the raised slab at the northwest corner of the structure. The exterior faces of the west side columns have a relatively new stucco or brick veneer finish on the lower 4 feet.

#### **D. Structure Condition & Damage Notations:**

Based on the above inspection process, the following items were noted.

- #1. The concrete structure (columns, beams & roof slab) was generally found to be in good condition.
- #2. No evidence of spalling of the underside of the concrete roof slab of concrete roof support beams was noted.
- #3. In the east bay on the inside face of the 4<sup>th</sup> column from the north end, there are some minor spalled concrete, which has exposed the vertical reinforcing steel. These exposed vertical reinforcing bars, which appear to be ¾" diameter or less, are somewhat rusty.
- #4. At the west (exterior) face of some of the west exterior columns, there is evidence of some slightly larger spalls, which have been painted over.
- #5. No evidence of cracking of the concrete roof slab, concrete roof support beams or concrete columns was noted.
- #6. No evidence of settlement or differential settlement of the structure was noted.
- #7. The concrete floor slabs on grade have somewhat rough surfaces due to use and weather, etc.
- #8. The block masonry edge walls of the raised concrete floor slab at the northwest corner are somewhat beat up and deteriorated, due to use and weather, etc.

#### **E. Conclusions & Recommendations:**

Based on the above, inspection process, I have the following conclusion opinions, regarding the structure.

Although testing, for further evaluation, could be performed, nothing was observed during my inspection that would cause me to have any concern about the structure, which I feel is in good condition for its age. In my opinion, it is structurally sound with only minor structural issues to be addressed.

Tests that could be performed to further evaluate the structural condition are.

- #1. Verification of the existing concrete strength by taking core samples and testing them or by non-destructive methods. I recommend taking core samples for testing.
- #2. Using ground penetrating radar or ground penetration borings to assess the subsurface (primarily sinkhole type) conditions. Unless there is a concern or evidence of sinkhole activity in the immediate area, this may not be necessary.

- #3. Physically exposing the existing reinforcing steel, under the direction of a structural engineer or using X-ray or other non-destructive testing methods to evaluate the existing reinforcing steel sizes, spacing, etc. Unless some component of the structure is in question or being substantially modified, this is probably not necessary.
- #4. Using ground penetrating radar, probes or digging down to determine the plan outline and depth below grade of the existing foundations. Recommended prior to and for use in the design process.

Although designed & constructed about 96 years ago, this structure was designed for very heavy loads and equipment vibrations. Therefore, the columns, beams & slabs are oversized for their spans and the current code required building live and wind loads. With this heavy structure, although the foundation dimensions and layout are unknown, the foundations are probably quite substantial also.

If the structure is to be modified and utilized for the purposes, described in Item A. above, I recommend leaving all of the original concrete columns, beams, slabs and foundations, intact, with little or no modifications to them. I do recommend removal and replacement, per the new design, of all in-fill walls, etc., installed since the original construction. The roof slab would be the only exception, as the new design might require the existing slab penetrations to be enlarged, or new slab penetrations to be added. If air-conditioning equipment is to be installed on the roof, it should be placed at a location or locations, which will minimize the structural impact to the roof slab.

It should be noted that the exterior and interior concrete columns do not align. The new building design should take the existing column locations into account, to facilitate leaving the existing columns intact. If a second floor is to be added, I feel it can be attached to and supported by the existing concrete columns, by utilizing bolts anchored into holes drilled into the columns.

For the design of the new second floor system, the available height from the ground floor slab to the bottom of the existing roof slab should be carefully considered. The new ground floor slab height will probably be governed by drainage conditions and code requirements. To assist with the first & second floor to ceiling height issue, consideration should be given to utilization of and exposed structure with no ceiling system and any ductwork, lighting fixtures, etc. exposed.

I suspect the existing raised floor slab at the northwest corner of the structure is not original and could be removed but this needs to be verified by removal of a portion of this raised slab.

Note: Eliminating the ceilings and using an exposed structure, ductwork, lighting fixtures, etc. should help to reduce the construction cost.

If a new elevator and/or stairs are installed with the new construction, these items should be supported on the existing foundations or located, so that new foundations can be placed alongside the existing foundations. With only two floor levels it should be possible to utilize an elevator, which does not require a deep elevator pit.

Note: Leaving the existing original concrete structure intact and designing the new construction around it, should substantially reduce the new construction cost.

**E. Building Code & Permitting Requirements:**

Per a telephone conversation with Mr. Lou Chandler, Brooksville Building Official, on Thursday, October 16, 2008, at 11:40 a.m., the City Of Brooksville is currently using the 2004 Florida Building Code with the 2005 & 2006 Building Code Supplements. Per Mr. Chandler, the design wind velocity for structures west of Highway 41 (This structure is west of Highway 41) is 120 miles per hour.

Per the 2004 Florida Building Code For Existing Buildings, Chapter 12, Section 1201.4.1, Structural Analysis, The owner shall have a structural analysis of the existing building made by a registered architect or structural engineer to determine its structural adequacy to support the minimum load requirements of Chapter 16 of the Florida Building Code.

Per the above telephone conversation with Mr. Lou Chandler, placing this statement on the design drawings submitted for permitting of the project is acceptable to the City Of Brooksville Building Department.

For the proper design, permitting and implementation of the modifications to the existing structure, structural design drawings and specifications should be developed by a qualified Florida Registered structural engineer.

To verify that the repair work is being performed in accordance with the structural design drawings & specifications, the structural work should be periodically inspected, during construction, by the structural design engineer.

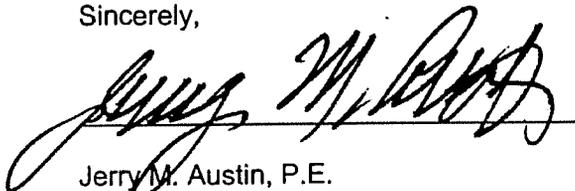
If requested, Austin Engineering Group, Inc. will be happy to provide these services.

**F. Limitations Of Inspection Report:**

This inspection report is based on professional engineering opinion and the cursory visual observations made during the inspection visit. Material testing was not done, nor was any concealed construction exposed for observation during the inspection visits. This inspection report addresses only the structural items noted and is not intended as a warranty, expressed or implied, for the entire structure.

If you have any questions regarding the contents of this report, or if our office can be of further assistance, please do not hesitate to call.

Sincerely,



Jerry M. Austin, P.E.  
AUSTIN ENGINEERING GROUP, INC.

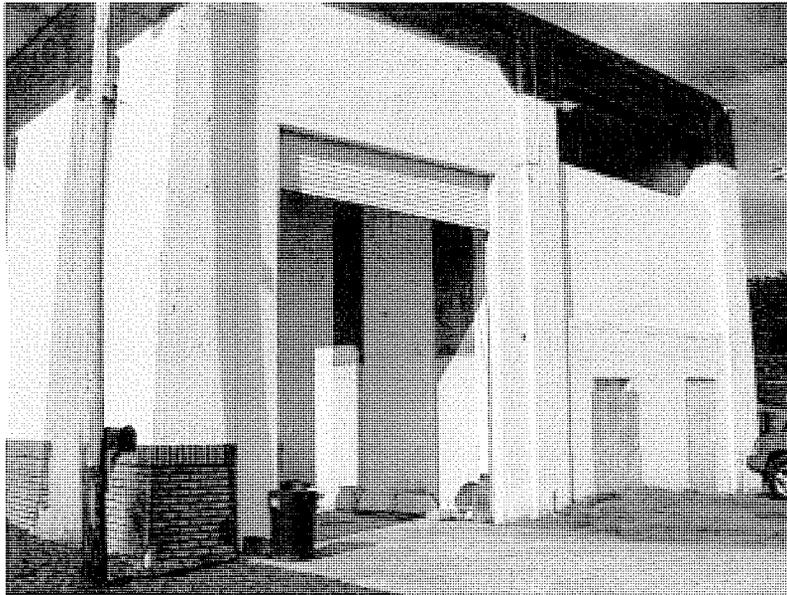
FL Registration No: PE16371  
AEG Certificate Of Authorization Number: 3648

**APPENDIX “A”**

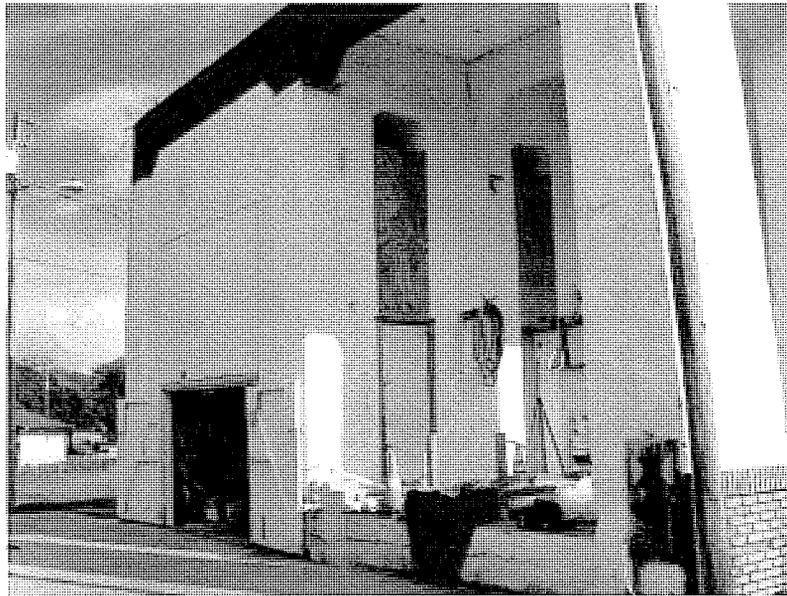
**BROOKSVILLE**

**QUARRY STRUCTURE**

**PHOTOGRAPHS**



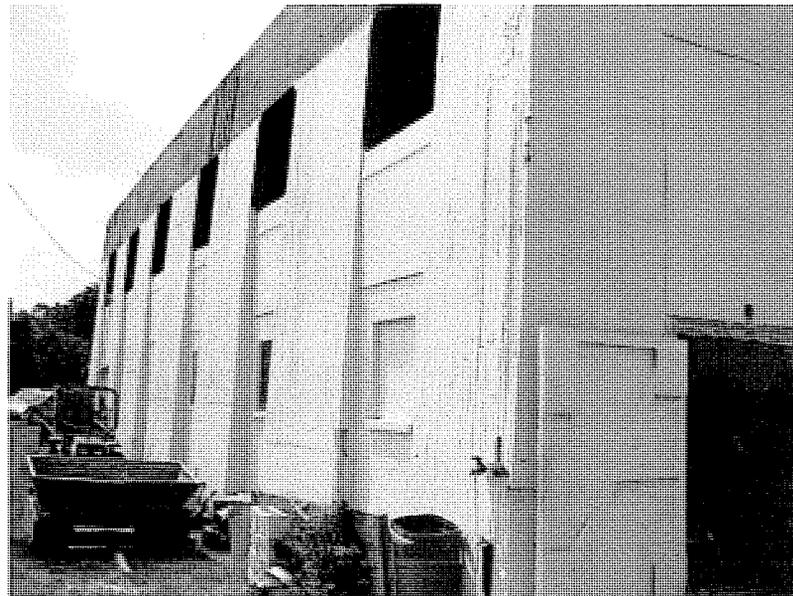
**FRONT (SOUTH) ELEVATION – BROOKSVILLE QUARRY STRUCTURE**



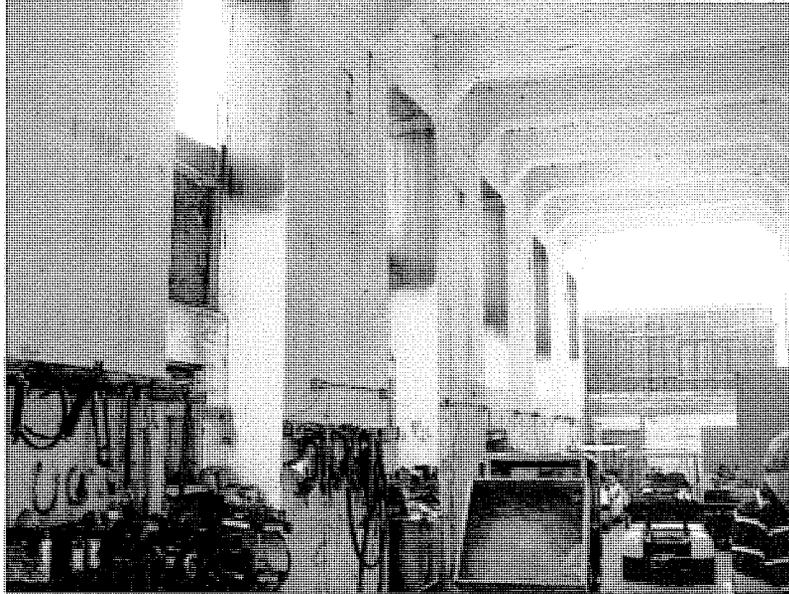
**REAR (NORTH) ELEVATION – BROOKSVILLE QUARRY STRUCTURE**



**WEST SIDE ELEVATION (LOOKING S.) – BROOKSVILLE QUARRY STRUCTURE**



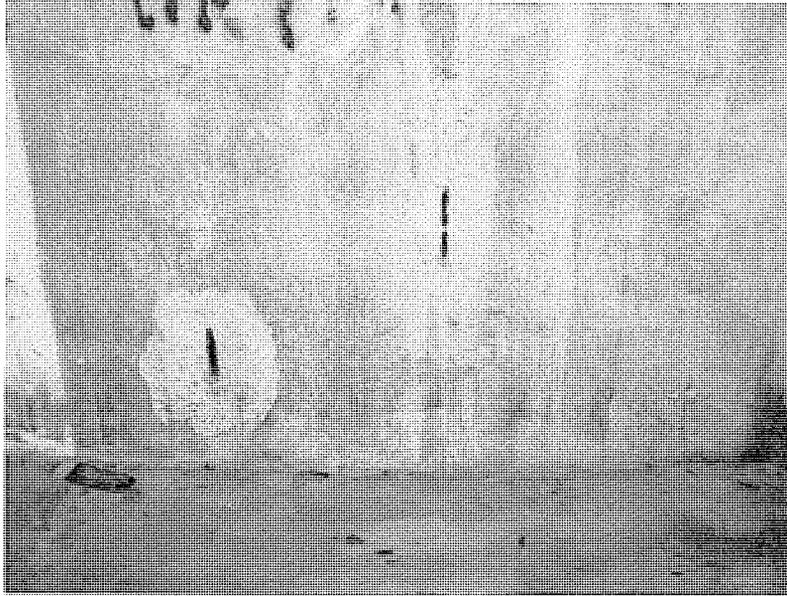
**EAST SIDE ELEVATION (LOOKING S.) – BROOKSVILLE QUARRY STRUCTURE**



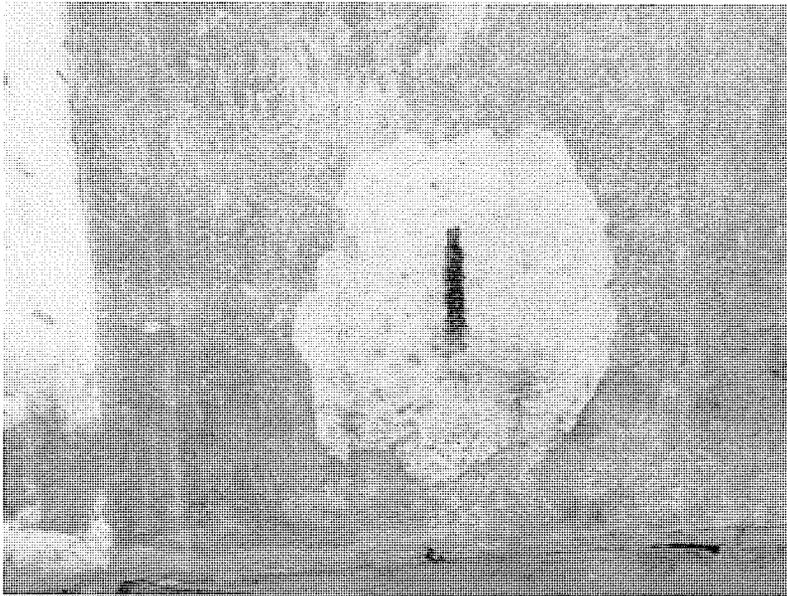
**INSIDE OF EAST BAY (LOOKING S.) – BROOKSVILLE QUARRY STRUCTURE**



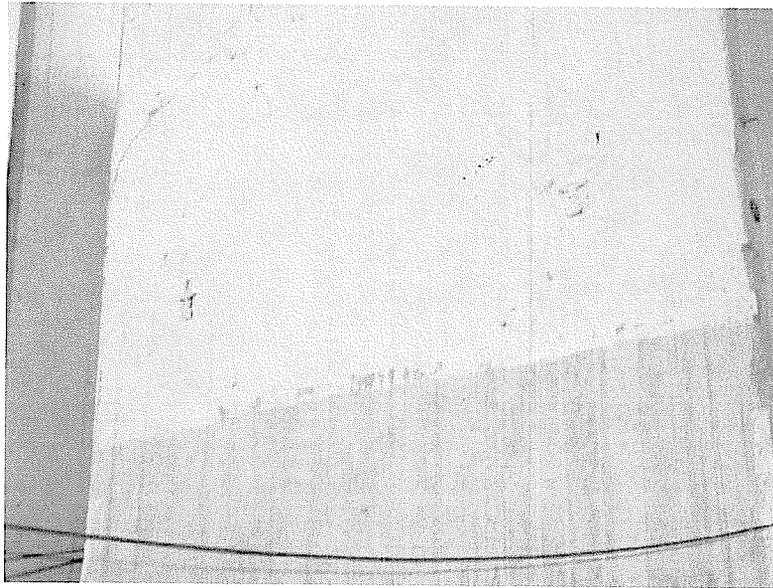
**INSIDE OF WEST BAY (LOOKING S.) – BROOKSVILLE QUARRY STRUCTURE**



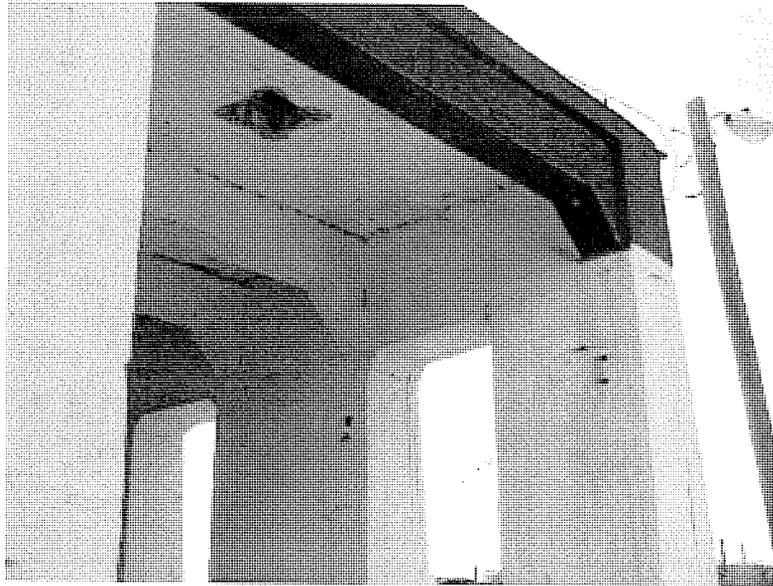
**SPALLED COL. CONCRETE AT E. BAY – BROOKSVILLE QUARRY STRUCTURE**



**SPALLED COL. CONCRETE AT E. BAY - BROOKSVILLE QUARRY STRUCTURE**

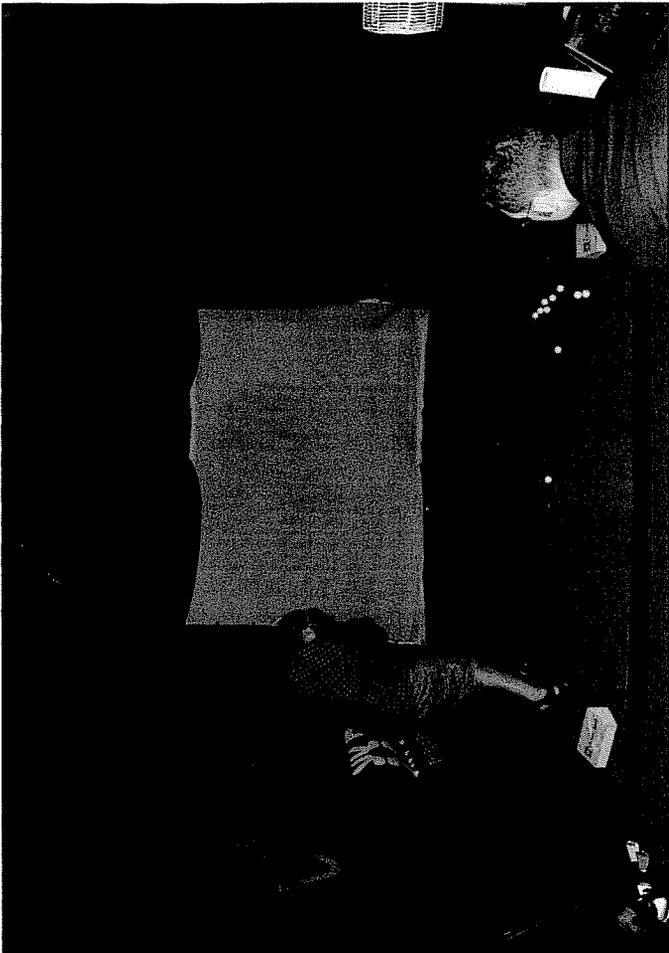


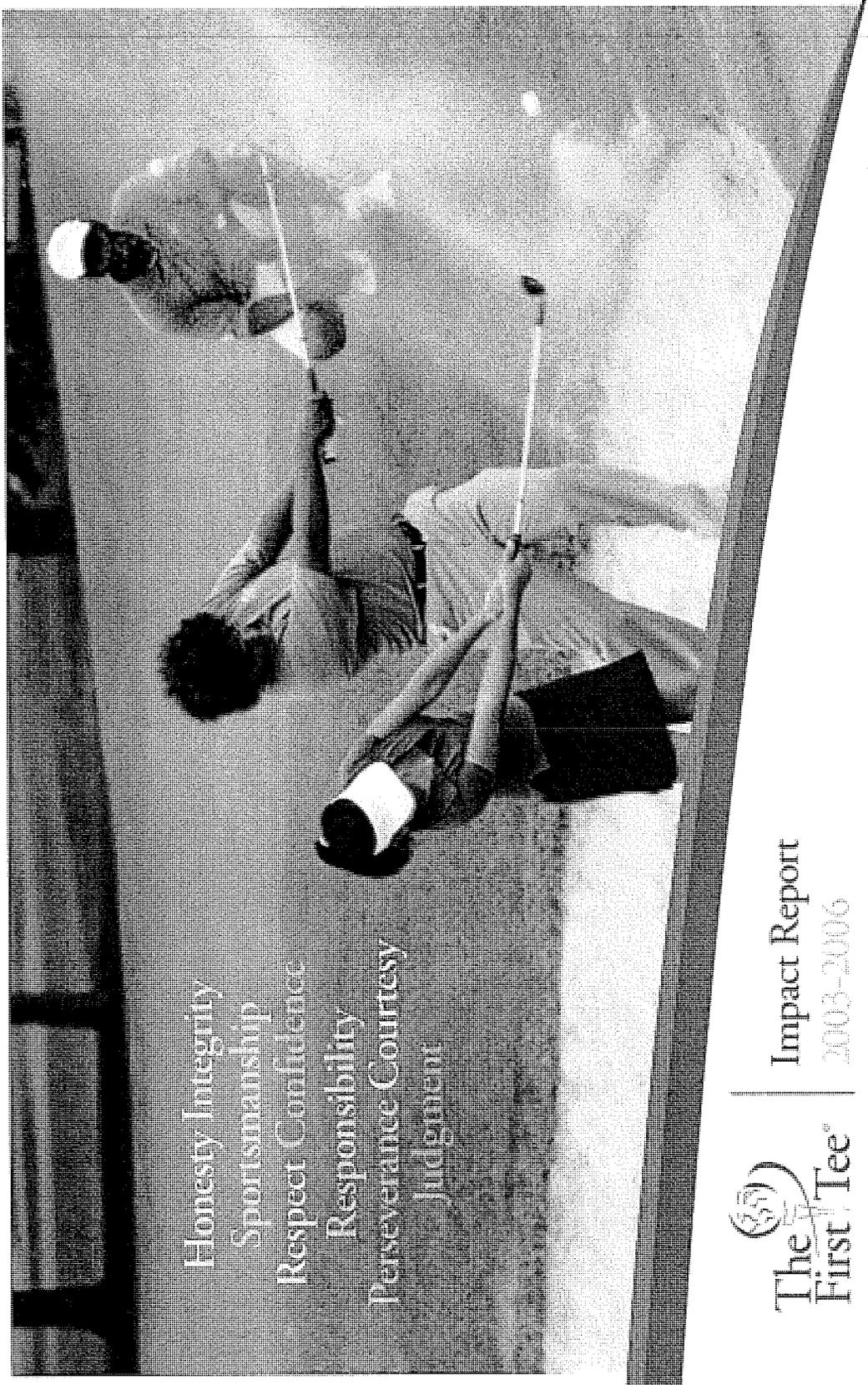
**PROJECTING STEEL BEAMS AT EAST BAY COLUMN**  
**BROOKSVILLE QUARRY STRUCTURE**



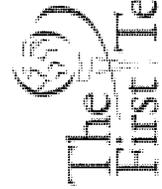
**PROJECTING STEEL BEAMS AT WEST BAY COLUMNS**  
**BROOKSVILLE QUARRY STRUCTURE**

# ATTACHMENT 4





Honesty Integrity  
Sportsmanship  
Respect Confidence  
Responsibility  
Perseverance Courtesy  
Judgment



Impact Report  
2003-2006

The First Tee®

## Why We Do Research

Young people do not automatically act with integrity or demonstrate sportsmanship. The acquisition of values is often a by-product of a series of complex processes that evolve from individuals' experiences. The First Tee Life Skills Education programs teach participants a set of life skills to allow them to face challenges at home, school, and at play in a constructive manner. The goal is for participants to internalize the Nine Core Values (cover), which are at the heart of The First Tee mission. In 2003, The First Tee developed a strategic plan for ongoing research to:

- Measure the **impact** of the Life Skills Education programs on participants
- Examine **how and why** The First Tee is a valuable youth development organization
- Enable The First Tee to **improve** its programs for participants

### THE FIRST TEE LIFE SKILLS EXPERIENCE PARTICIPANT

**TARGET** Introduction to the Life Skills Experience; provides a fun and safe environment that creates curiosity about the game of golf.

**PAR** Focuses on interpersonal communication and self management skills

**BIRDIE** Emphasizes goal setting

**EAGLE** Builds on Par and Birdie levels and emphasizes resistance skills, conflict resolution and planning for the future

**ACE** The Advanced Level of the Life Skills Experience; focuses on personal planning and reinforces life skills learned in previous levels.

"The First Tee has given me the skills and values to become a more successful leader." 15-year-old boy

**OUR MISSION** To impact the lives of young people by providing learning facilities and educational programs that promote character development and life-enhancing values through the game of golf.

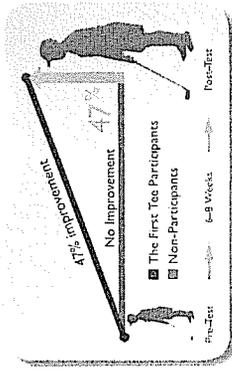


## 2003 Research Results Conducted by University of Nevada, Las Vegas and University of Florida

### > KEY PARTICIPANT FINDINGS

Participants showed a **47% improvement** in knowledge and understanding of life skills after participation in The First Tee. Improvement areas included:

- Communication
- Respect
- Maintaining a positive attitude
- Self-management
- Goal setting

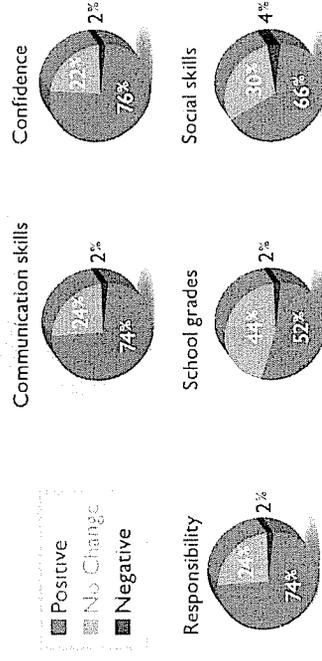


**Parents validated these results** by reporting dramatic improvements in their child's behavior after participation in Par-level programming.

### > WHAT PARENTS/GUARDIANS SAID

- "My daughter sets goals for herself."
- "My son shows leadership."
- "My daughter's definitely blossoming and is much more confident."
- "My kid has a better attitude toward everything."
- "My child wants to go to college now."
- "My daughter is much better at introducing herself and carrying on conversations with others."

### > OBSERVED CHANGES BY PARENTS/GUARDIANS



### > HOW WAS THE INFORMATION COLLECTED?

- Participants took a learning assessment survey, which was developed by UNLV, prior to entering Par-level programming and again six to eight weeks later.
- The Canon Center for Survey Research at UNLV conducted phone interviews with parents after their child participated in Par-level programming.

"It's nice having diversity in my life and being open to different kinds of people and their different cultures and backgrounds." *16-year-old girl*

## 2005 Research Results — Year one of longitudinal study Conducted by University of Virginia

### > PAR AND BIRDIE LEVEL PARTICIPANT FINDINGS

#### Learning Interpersonal Skills: Meeting and Greeting

- **100%** verbalized ability to transfer meeting and greeting skills in 10 situations outside of golf.

#### Learning Interpersonal Skills: Showing Respect

**99%** Shared ways they respect others on the golf course

**96%** Cited golf etiquette and *The Rules of Golf*

**94%** Showed respect at school, home, sports, or the workplace

**74%** Described self-respect on the golf course

#### Learning Self-Management Skills: Managing Emotions

- **100%** used methods to manage negative thoughts and emotions in a number of life domains.
- **95%** recalled and used the concepts of *Be Patient*, *Be Positive*, and *Ask for Help*, the *4Rs (Replay, Relax, Ready, Redo)*, and *STAR (Stop, Think, Anticipate, Respond)* in the golf context.

#### Learning How to Set Goals

- **99%** said they used goal-setting skills in contexts outside of golf.

### > EAGLE LEVEL PARTICIPANT FINDINGS

- **96%** get help from others by creating Go-to Teams.
- **91%** make healthy choices and defined the importance of physical, mental, emotional and social wellness.
- **91%** have a greater appreciation for diversity since joining The First Tee.
- **78%** cited examples of how they use skills learned at The First Tee to plan for the future.

### > PARENT/GUARDIAN FINDINGS

**Parents/guardians** provided examples of how their children apply life skills at home and school. Four themes emerged about their belief in the effectiveness of The First Tee:

- 1 The First Tee affirms the values taught at home.
- 2 Coaches **ROCK** (Rapport-building, Open-minded, Creative, Kind-hearted).
- 3 Mentoring benefits both the participants and peer mentors.
- 4 Friendships made through golf are long-lasting and meaningful.

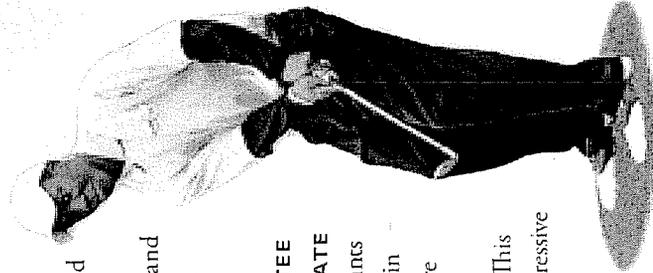
## 2006 Research Results — Year two of longitudinal study

Conducted by University of Virginia

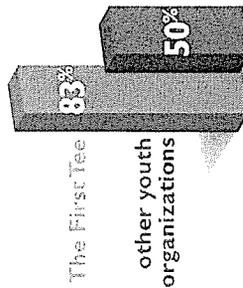
### ➤ PARTICIPANT FINDINGS

**90%** { • Transfer life skills to school, home or other areas  
• Retain life skills over time

18 of 20 participants from 2005 study provided convincing examples of having retained the concepts of *STAR, 4Rs, Be Patient, Be Positive and Ask for Help*, overcoming challenges, resolving conflicts and goal setting from 2005 to 2006.



➤ **THE FIRST TEE RETENTION RATE**  
78 of 94 participants who participated in the 2005 study are still participating in The First Tee. This percentage is impressive



given the average dropout rate of about 50% per year in youth organizations.

### ➤ **THE FIRST TEE PARTICIPANTS TRANSFER LIFE SKILLS TO OTHER DOMAINS**

533 youth from The First Tee were compared with a similar group of 159 youth participating in team and individual sports, and other youth organizations.

**Life Skills Transfer:** Youth in The First Tee scored higher than the comparison group on meeting and greeting, managing emotions, resolving conflicts, appreciating diversity, and getting help from others.  
**General Life Skills Usage:** Youth in The First Tee scored higher than the comparison group on goal setting, initiative, emotional regulation, prosocial norms, and positive relationships.

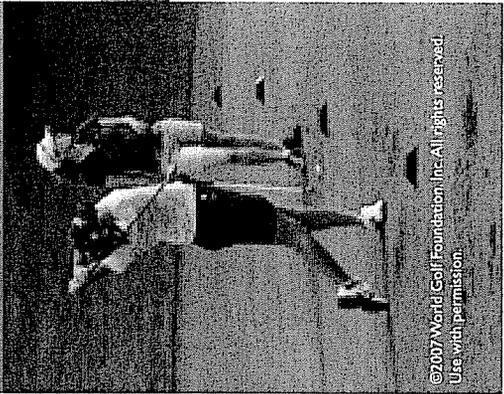
**Developmental Outcomes:** Youth in The First Tee scored higher than the comparison group on perceived academic competence (**confidence**), moral conduct (**responsibility, honesty, integrity**), self-efficacy to resist peer pressure (**judgment**), and preference for challenging skills (**perseverance**).

➤ **HOW WAS THE INFORMATION COLLECTED? (2005 & 2006)**  
The researchers used a variety of methods to obtain information including individual interviews and quantitative surveys.

After one gathering with the people of The First Tee, I knew I wanted to play golf. I was enthralled by the activities we did and being able to meet new people and discover new social skills. — 16-year-old girl

## Conclusion

Collectively, results strongly indicate The First Tee is an effective youth program in attaining its goals of teaching life skills and promoting positive developmental outcomes. Coaches are encouraging participants to transfer life skills to other domains and parents are confirming the results.



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## Acknowledgments

### University of Virginia

Maureen R. Weiss, Ph.D.  
Jennifer A. Bhalla, M.S.  
Nicole D. Bolter, M.Ed.  
Melissa S. Price, M.Ed.  
Cheryl P. Stuntz, Ph.D.  
Ellen S. Markowitz, M.B.A., M.S.

### University of Florida

Peter R. Giacobbi, Jr., Ph.D.

### University of Nevada, Las Vegas

Mark Guadagnoli, Ph.D.  
Bill Holcomb, Ph.D.  
Gabriele Wulf, Ph.D.  
The Cannon Center for  
Survey Research

### The First Tee Life Skills Education Development Consultants

Al Pettipas, Ed.D.  
*Director, Springfield College Center for  
Youth Development and Research*  
Linda Petlichkoff, Ph.D.  
*Professor, Department of Kinesiology  
Boise State University*  
Peter Ryan, Ph.D.

The UNLV and UF research project (2003) was funded by The First Tee home office. The UVA research project was initially funded by a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice (2005) and is currently being funded by a positive youth development grant from Philip Morris USA Youth Smoking Prevention (2006-2008).

Some of the materials contained in The First Tee Life Skills Experience Coach Guide are copyrighted materials owned by and incorporated into this work with the express permission of Steven J. Danish, Ph.D.



"I've gotten a lot of confidence in The First Tee and that's probably the most important thing to me." 14-year-old girl

World Golf Village  
425 South Legacy Trail  
St. Augustine, FL 32092  
(904) 940-4300  
[www.thefirsttee.org](http://www.thefirsttee.org)

Funding Corporate Partner



---

# ATTACHMENT 5



**HERNANDO COUNTY  
MINING ASSOCIATION**

P.O. BOX 668  
BROOKSVILLE, FLORIDA 34605

October 17, 2008

Reference: Special Needs Shelter

Mrs. Debbie Walker-Druzick  
Director  
Enrichment Centers

Dear Debbie,

In response to your request for the Hernando County Mining Association (HCMA) to assist with the planned Special Needs Shelter, we offer the following:

The Hernando County Mining Association has been asked to provide site preparation and/or other services for the Special Needs Shelter. While at this time, the level of in-kind services is unknown, we do offer our support in this worthy endeavor. At such time as we are confirmed to the amount we will be able to provide, we will revise this letter and forward to you as soon as possible.

We hope that this is sufficient in gaining the additional support you need. If you have any questions, please feel free to contact us.

*James P Morris*

James P Morris  
President  
Hernando County Mining Association

# Thomas E. Bronson

---

November 7, 2008

Mike Walker, Park & Recreation Director  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

Dear Mr. Walker:

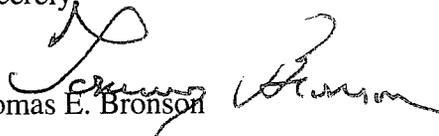
It is my understanding that the City of Brooksville is considering a partnership with the Enrichment Center of Hernando County to build a Special Needs Shelter and a Learning & Enrichment Center utilizing the existing old mining building located at the Quarry Golf Course.

It is exciting to hear that the building would be designed and constructed for multiple uses. Current plans include an historic/hands-on mining museum, a golf pro-shop, a learning facility for the youth in the City's First Tee program and other City recreation activities. Other uses may include senior activities provided by the Enrichment Center of Hernando County and the City Recreation Department as well as a Special Needs Shelter in times of emergency evacuation.

I am supportive of this project and its location at the Quarry Golf Course, particularly considering that this was the location of the first rock mining operation in Hernando County. I would hope to be able to work with the City in providing historical mining information for the museum and perhaps be able to assist the City in acquiring materials for inclusion in the museum.

This could certainly be a one of a kind museum and facility for the citizens of Brooksville and even our surrounding communities. I commend the City's efforts and encourage you to move forward with this very worthwhile community project.

Sincerely,

  
Thomas E. Bronson

---

# ATTACHMENT 6

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, IN SUPPORT OF A SPECIAL NEEDS EMERGENCY SHELTER FOR HERNANDO COUNTY; ESTABLISHING A COLLABRATIVE EFFORT FOR A COMMUNITY LEARNING AND ENRICHMENT CENTER; AND PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, special needs shelters, sometimes known as "medical needs shelters", are critical in times of hurricane and/or emergency evacuations; and,

**WHEREAS**, special needs shelters provide a location to house individuals that typically have physical or mental conditions that require limited medical/nursing oversight in times of emergency evacuation; and,

**WHEREAS**, special needs shelters serve as a temporary emergency facility capable of providing care to residents whose medical condition is such that it exceeds the capabilities of a general population evacuation shelter but is not severe enough to require hospitalization; and,

**WHEREAS**, the Hernando County Emergency Management Department has approximately 1,400 people in Hernando County that are registered and have need for a special needs or "medical needs" shelter if evacuation is required, yet currently have only one (1) available special needs shelter; and,

**WHEREAS**, the City of Brooksville and Hernando County have citizens that will need the services and availability of a special needs emergency shelter in the event of an emergency evacuation due to threatening conditions; and,

**WHEREAS**, the City of Brooksville desires to collaborate with community partners, when opportunities are available, in an effort to provide additional services to its citizenry; and,

**WHEREAS**, the Enrichment Center, Inc. of Hernando County has approached the City Council with an opportunity to collaborate together to establish an emergency shelter for citizens with special needs; and,

**WHEREAS,** the City desires to enter into a collaborative partnership with The Enrichment Center, Inc. of Hernando County to further research, develop and establish a community Learning and Enrichment Center Project that will serve as an emergency shelter for citizens with special needs.

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

**SECTION 1. COLLABORATION.** The City and The Enrichment Center, Inc. of Hernando County have agreed to collaborate on exploring the feasibility of a Community Enrichment Center Project (hereinafter referred to as the "Project") that will serve the community's learning and recreational needs and provide a facility to serve as an emergency shelter for the special needs population.

**SECTION 2. SCOPE OF PROJECT.** The Project is envisioned to capatilize on an existing City facility located at the Quarry Golf Course. Initial conceptualizations of the Project involve the reconfiguration of the existing Quarry Facility to a redesigned structure that will include up to 10,000 square foot of space that will house a mining musuem, learning and enrichment classrooms, a golf pro shop, a small cafe/kitchen and administrative/office space. The design of the facility will meet the required standards for emergency shelters allowing it to be used as an emergency shelter for the special needs population. Preliminary conceptual designs are attached as Exhibit A.

**SECTION 3. FUNDING.** The City agrees to collaborate with The Enrichment Center, Inc. of Hernando County to leverage the City's Quarry Facility to obtain additional funding for the Project from other community partners, other governmental entities, grants, sponsorships, and any other available funding.

**SECTION 4. CONFLICT.** Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

**SECTION 5. SEVERABILITY.** In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
BROOKSVILLE, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

---

CITY OF BROOKSVILLE

By: \_\_\_\_\_  
David Pugh, Mayor

ATTEST: \_\_\_\_\_  
Karen M. Phillips, City Clerk

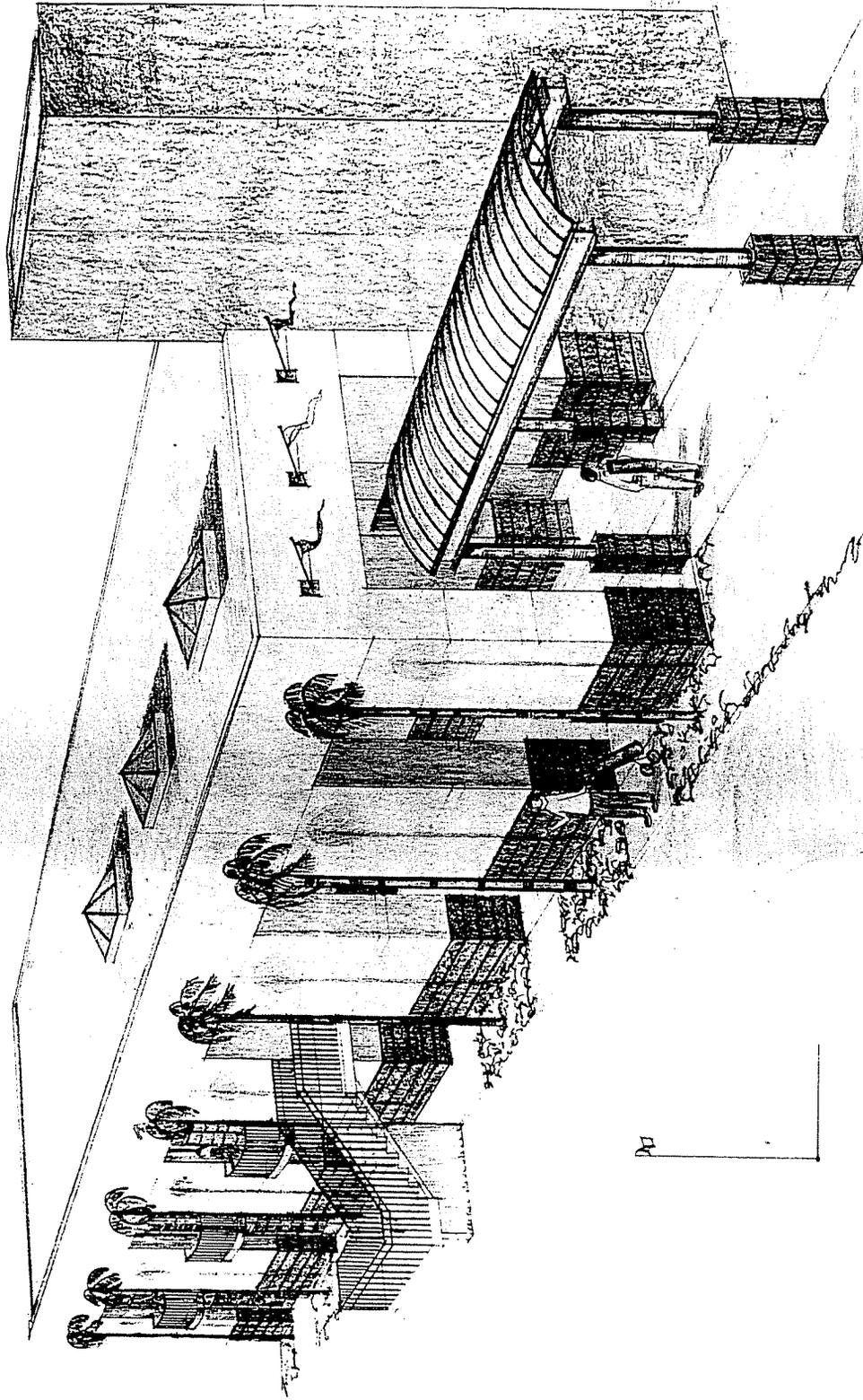
APPROVED AS TO FORM AND CONTENT  
FOR THE RELIANCE OF THE CITY OF  
BROOKSVILLE ONLY:

VOTE OF CITY COUNCIL  
Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Lewis \_\_\_\_\_  
Pugh \_\_\_\_\_

\_\_\_\_\_  
Thomas S. Hogan, Jr., City Attorney

---

Exhibit A



# THE QUARRY



**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING - NOVEMBER 17, 2008**

1. TYPE: Letter  
DATE: October 23, 2008  
RECEIVED FROM: James, McAdams, Director, FL. Department of Revenue  
ADDRESSED TO: T. Jennene Norman-Vacha, City Manager  
SUBJECT: Truth in Millage (TRIM) Certification
2. TYPE: Letter  
DATE: October 23, 2008  
RECEIVED FROM: James, McAdams, Director, FL. Department of Revenue  
ADDRESSED TO: T. Jennene Norman-Vacha, City Manager  
SUBJECT: Maximum Millage Levy Calculation Final Disclosure
3. TYPE: Notice  
DATE: October 23, 2008 (Received)  
RECEIVED FROM: Office of the Ohio Insurance Liquidator  
ADDRESSED TO: City of Brooksville  
SUBJECT: Notice of establishment of Final Bar Date for Credit General Insurance Company and Credit General Indemnity Company.
4. TYPE: Court Order  
DATE: October 23, 2008 (Received)  
RECEIVED FROM: U. S. Bankruptcy Court for the District of Delaware  
ADDRESSED TO: T. Jennene Norman-Vacha, City Manager  
SUBJECT: Liens Holding Co., Linens 'n Things, Inc., et al. Order approving agency agreement with GSI Commerce Solutions, Inc. and HILCO Consumer Capital L.P.
5. TYPE: Court Order  
DATE: October 23, 2008 (Received)  
RECEIVED FROM: U. S. Bankruptcy Court for the District of Delaware  
ADDRESSED TO: T. Jennene Norman-Vacha, City Manager  
SUBJECT: Liens Holding Co., Linens 'n Things, et al. Order approving agency agreement, store closing sales and related relief.
6. TYPE: Letter  
DATE: October 24, 2008  
RECEIVED FROM: Joseph A. Califano, Jr., The National Center on Addiction & Substance Abuse  
ADDRESSED TO: David Pugh, Mayor  
SUBJECT: Appreciation for the issuance of a proclamation designating the fourth Monday in September as Family Day - A Day to Eat Dinner with Your Children.
7. TYPE: Letter  
DATE: October 30, 2008  
SENT BY: Stephen J. Baumgartner, Finance Director  
ADDRESSED TO: Vernon M. Fuller, USDA Rural Development  
SUBJECT: City of Brooksville Community Facility Loan; Quarterly Report ending 9/30/08

8. TYPE: Letter  
DATE: October 30, 2008  
RECEIVED FROM: Tom Mountain, Coastal Engineering  
ADDRESSED TO: Bill Geiger, Director of Community Development  
SUBJECT: 6<sup>th</sup> Year Annual Status Report for Hampton Ridge Project
9. TYPE: Memorandum  
DATE: November 4, 2008  
RECEIVED FROM: Bill Geiger, Director of Community Development  
ADDRESSED TO: Honorable Mayor & City Council Members  
SUBJECT: Seagate Development
10. TYPE: Letter  
DATE: November 4, 2008  
SENT BY: Stephen J. Baumgartner, Director of Finance  
ADDRESSED TO: Hampton Ridge Developers, LLC  
SUBJECT: Reimbursement for legal fees for City's line of credit.
11. TYPE: Letter  
DATE: November 4, 2008  
RECEIVED FROM: Bill Geiger, CRA Executive Director  
ADDRESSED TO: George W. Zoettlein, Director, Office of Management & Budget, Hernando County Government Center  
SUBJECT: City of Brooksville Annual Invoice for the City's Community Redevelopment Area Trust Fund Taxing Authority Appropriation
12. TYPE: Memorandum  
DATE: November 4, 2008  
RECEIVED FROM: Bill Geiger, CRA Executive Director  
ADDRESSED TO: Stephen J. Baumgartner, Director of Finance  
SUBJECT: 2008 Redevelopment Area Trust Fund Appropriation
13. TYPE: Letter  
DATE: November 6, 2008  
RECEIVED FROM: Bright House Networks  
ADDRESSED TO: T. Jennene Norman-Vacha, City Manager  
SUBJECT: Channel line-up changes
14. TYPE: Letter  
DATE: None  
RECEIVED FROM: Clayton H. Wilder, Administrator, FDLE  
ADDRESSED TO: David Pugh, Mayor  
SUBJECT: Contract No. 2008-JAGC-HERN-1-Q9-233 Confirmation of receipt of financial reports

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



Executive Director  
Lisa Echeverri

October 23, 2008

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

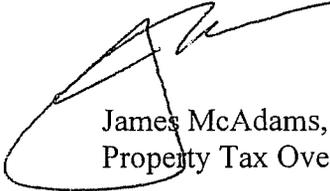
Re: Truth in Millage (TRIM) Certification

Dear Ms. Norman-Vacha:

The Department of Revenue has reviewed the millage certification documents submitted by your taxing authority and determined that it meets the certification requirements of subsections 200.065(1)-(4), (6)-(12), (14) and (15), Florida Statutes. The Department has found no violation of the requirements of the listed subsections and accordingly accepts your certification as meeting the stated requirements.

This determination applies only to the TRIM certification requirements in the listed subsections of section 200.065, Florida Statutes. A determination regarding the maximum millage levy requirements of section 200.185, Florida Statutes, will be sent in a separate notice.

Sincerely,



James McAdams, Director  
Property Tax Oversight Program

JM/ukc # 37.03

Child Support Enforcement - Ann Coffin, Director • General Tax Administration - Jim Evers, Director  
Property Tax Oversight - James McAdams, Director • Administrative Services - Nancy Kelley, Director  
Information Services - Tony Powell, Director

[www.myflorida.com/dor](http://www.myflorida.com/dor)  
Tallahassee, Florida 32399-0100

CTN 11-17-08 JMW  
Rec'd 10/27/08



Executive Director  
Lisa Echeverri

October 23, 2008

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

Re: Maximum Millage Levy Calculation Final Disclosure

Dear Ms. Norman-Vacha:

The Department of Revenue has reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on the documents submitted for all these entities, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of s. 200.185, Florida Statutes, as amended by Chapter 2008-173, Laws of Florida.

This determination applies only to the maximum millage levy requirements of section 200.185, Florida Statutes. Findings regarding the TRIM certification requirements of section 200.065, Florida Statutes, will be sent in a separate letter.

Sincerely,

James McAdams, Director  
Property Tax Oversight Program

JM/ukc # 37.03

Child Support Enforcement -- Ann Coffin, Director • General Tax Administration - Jim Evers, Director  
Property Tax Oversight - James McAdams, Director • Administrative Services - Nancy Kelley, Director  
Information Services - Tony Powell, Director

[www.myflorida.com/dor](http://www.myflorida.com/dor)  
Tallahassee, Florida 32399-0100

CTN  
11-17-08  
JW

CREDIT GENERAL INSURANCE COMPANY,  
IN LIQUIDATION  
AND  
CREDIT GENERAL INDEMNITY COMPANY,  
IN LIQUIDATION

**NOTICE OF (1) ESTABLISHMENT OF  
MARCH 31, 2009 AS THE ABSOLUTE FINAL BAR DATE;  
(2) BAR AND FORECLOSURE OF ALL UNSPECIFIED AND FUTURE CLAIMS  
AFTER ABSOLUTE FINAL BAR DATE; AND (3) LIQUIDATOR'S DETERMINATION NOT  
TO EXERCISE DISCRETION TO ACCEPT LATE-FILED CLAIMS  
AFTER ABSOLUTE FINAL BAR DATE**

The Liquidator of Credit General Insurance Company and Credit General Indemnity Company (collectively "CGIC") hereby gives notice of the following: (1) an absolute and final bar date in the CGIC liquidation proceeding has been established, which is **March 31, 2009** (the "Final Bar Date"); (2) the Liquidator has decided not to exercise her discretion to accept any late-filed claims after the **Final Bar Date**; (3) all **Unspecified and Future Claims**, as defined below, are barred and foreclosed after the **Final Bar Date**; (4) the Court of Common Pleas of Franklin County, Ohio, in Case No. 00CVH-11-9867 (the "Liquidation Court"), entered an order on August 25, 2008 (the "Order") which, among other things, approved this Notice and provided for the three items described in the preceding sentence.

The Order provides that the **Final Bar Date** in the CGIC liquidation proceedings has been established and is **March 31, 2009**. The Order, among other things, also:

(a) approves the Liquidator's determination not to exercise her discretion pursuant to R.C. 3903.35(B) and (D), so that after the **March 31, 2009 Final Bar Date**, the Liquidator will not accept any late-filed claims or any requests for Proof of Claim forms;

(b) approves that **March 31, 2009** is the Absolute and Final Bar Date in the CGIC liquidation proceeding;

(c) provides that all "**Unspecified Claims**" and "**Future Claims**," as defined below, are barred and foreclosed after the **March 31, 2009 Final Bar Date**, and absolutely no late filings will be accepted thereafter;

(d) orders that any attempted filing of either a **Unspecified** or a **Future Claim** after the **March 31, 2009 Final Bar Date**, or any claim after the **March 31, 2009 Final Bar Date** shall **not** be considered, no written notice of denial under R.C. 3903.39 need be issued, and the filer of such a claim shall not be entitled to any hearing on the claim;

(e) orders that if any Notice is returned as undeliverable to the Liquidator, she shall have no further obligation to attempt to locate a correct address; and

(f) includes a certification that there is no just reason for delay under Civil Rule 54(B), so that the Order is a final order subject to immediate appeal.

"**Unspecified Claims**" are demands or rights of action, whether or not the claimant asserts that it has been reported to the Liquidator under a POC or Blanket Proof of Claim, that includes one or more of the following features: (a) demands that are not capable of being Perfected by March 31, 2009; (b) rights of action that have accrued but the liability has not been determined or the amount thereof liquidated and the claimant has not Perfected the claim by March 31, 2009; (c) demands where the CGIC insured or Liquidator has received reports or notices, whether or not formal demands for payment were included, on the basis that a demand or claim may mature at some point; (d) demands asserted in litigation with the CGIC insured that are reopened and reported after March 31, 2009; and/or (e) claims of minors not asserted or Perfected on or before March 31, 2009.

An "**Unspecified Claim**" does not include a contingent claim described under R.C. 3903.37, provided that on or before March 31, 2009 the Liquidator is provided with sufficient information under R.C. 3903.36 for the Liquidator to determine and allow the contingent claim.

**Perfected** - "Perfected" means that claimants have provided to the Liquidator sufficient information and documentation describing the facts of the claim, including but not limited to: (a) a detailed statement describing the claim; (b) a detailed statement describing the dollar value of the claim; (c) documents evidencing damage; and (d) all other information or documents helpful to proving the claim, all as required by R.C. 3903.36 and the instructions to the POC form.

10-23-08 PQT:18 IN  
CTN 11.07.08  
#

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re:** ) **Chapter 11**  
 )  
**LINENS HOLDING CO., et al.,<sup>1</sup>** ) **Case No. 08-10832 (CSS)**  
 )  
**Debtors.** ) **Jointly Administered**  
 ) **Re: Docket No. 1742**

**ORDER APPROVING AGENCY  
AGREEMENT WITH GSI COMMERCE SOLUTIONS, INC.  
AND HILCO CONSUMER CAPITAL L.P.**

Upon the *Motion of Debtors and Debtors in Possession for an Order Approving (I) Auction Procedures, Agency Agreement, Store Closing Sales and Related Relief And (II) Payment of Bonuses to Certain Non-Insider Employees in Connection with Implementation and Execution of Store Closing Sales* (the "Motion"), filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Motion and all pleadings related thereto; and the Court having entered an Order approving Agency Agreement, Store Closing Sales and Related Relief (Docket No. 1861 "JV Order"); the parties having advised the Court that the Debtors has exercised the Interest Exclusion Option (all as defined under that certain Agency Agreement between Debtors and certain parties dated October 16, 2008, "JV Agency Agreement") and has elected to allow GSI Commerce Solutions, Inc. and Hilco Consumer Capital ~~LLC~~ <sup>LLC</sup> ("collectively, Agent") to act as the Debtors' agent to sell the Internet Merchandise; the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. §

<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are Linens Holding Co. (2917), Linens 'n Things, Inc. (3939), Linens 'n Things Center, Inc. (0138), Bloomington, MN., L.T., Inc. (8498), Vendor Finance, LLC (5543), LNT, Inc. (4668), LNT Services, Inc. (2093), LNT Leasing II, LLC (4182), LNT West, Inc. (1975), LNT Virginia LLC (9453), LNT Merchandising Company LLC (2616), LNT Leasing III, LLC (3599) and Citadel LNT, LLC (2479).

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
)  
LINENS HOLDING CO., et al.,<sup>1</sup> ) Case No. 08-10832 (CSS)  
)  
Debtors. ) Jointly Administered  
) Re: Docket No. 1742

**ORDER APPROVING AGENCY  
AGREEMENT, STORE CLOSING SALES AND RELATED RELIEF**

Upon the *Motion of Debtors and Debtors in Possession for an Order Approving (I) Auction Procedures, Agency Agreement, Store Closing Sales and Related Relief And (II) Payment of Bonuses to Certain Non-Insider Employees in Connection with Implementation and Execution of Store Closing Sales* (the "Motion"), filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Motion and all pleadings related thereto; the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), and (iii) notice of the Motion was sufficient under the circumstances and that no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY FURTHER FOUND AND DETERMINED, AS FOLLOWS:

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are Linens Holding Co. (2917), Linens 'n Things, Inc. (3939), Linens 'n Things Center, Inc. (0138), Bloomington, MN., L.T., Inc. (8498), Vendor Finance, LLC (5543), LNT, Inc. (4668), LNT Services, Inc. (2093), LNT Leasing II, LLC (4182), LNT West, Inc. (1975), LNT Virginia LLC (9453), LNT Merchandising Company LLC (2616), LNT Leasing III, LLC (3599) and Citadel LNT, LLC (2479).



The National Center on  
Addiction and Substance Abuse  
at Columbia University

11-27-08 10:10 14

October 24, 2008

633 Third Avenue  
New York, NY 10017-6706

phone 212 841 5200  
fax 212 956 8020  
www.casacolumbia.org

Hon. David Pugh  
Mayor of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601-2041

Dear Mayor Pugh:

*Board of Directors*

Joseph A. Califano, Jr.  
*Chairman and President*  
Lee C. Bollinger  
Ursula M. Burns  
Columba Bush  
Kenneth I. Chenault  
Jamie Lee Curtis  
James Dimon  
Peter R. Dolan  
Victor F. Ganz  
Donald R. Keough  
David A. Kessler, M.D.  
Alan I. Leshner, Ph.D.  
Rev. Edward A. Malloy, CSC  
Doug Morris  
Manuel T. Pacheco, Ph.D.  
Joseph J. Plumeri II  
Jim Ramstad  
Shari E. Redstone  
E. John Rosenwald, Jr.  
Michael I. Roth  
Michael P. Schulhof  
Louis W. Sullivan, M.D.  
John J. Sweeney  
Michael A. Wiener

Thank you for issuing a proclamation designating the fourth Monday in September, September 22nd in 2008, as *Family Day – A Day to Eat Dinner with Your Children™*. I am delighted that Brooksville was one of 800 cities and counties that joined the President and all 50 states in proclaiming and supporting *Family Day*, which is celebrated annually on the fourth Monday in September.

I appreciate your continued support of this important national initiative that reminds parents that dinner makes a difference and promotes regular family dinners and parental engagement as simple, yet effective ways to prevent substance abuse in America's youth.

I hope we can count on you to proclaim the fourth Monday in every September as *Family Day – A Day to Eat Dinner with Your Children™*. Please note that next year *Family Day* will be celebrated on September 28, 2009.

Sincerely,

Joseph A. Califano, Jr.

*Directors Emeritus*

James E. Burke (1992-1997)  
Mary Fisher (1996-2005)  
Betty Ford (1992-1998)  
Douglas A. Fraser (1992-2005)  
Barbara C. Jordan (1992-1996)  
Leo Kelmenson (1998-2006)  
LaSalle Leffall (1992-2001)  
Nancy Reagan (1995-2000)  
Linda J. Rice (1992-1996)  
George Rupp (1995-2002)  
Michael I. Sovern (1992-1995)  
Frank G. Wells (1992-1994)

CTV  
11-17-08  
EJW

# City of Brooksville



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

October 30, 2008

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

Re: City of Brooksville Community Facility Loan; Quarterly  
Report ending 09/30/2008

Dear Mr. Fuller:

Enclosed is our Community Facility Loan Quarterly Report ending  
09/30/08 for the City of Brooksville.

The following is recap of the items that are enclosed:

- 1.) Form RD 442-2 with Prior Year Actual for 06/07; City of  
Brooksville 07/08 General Fund Annual Budget; Quarterly data from  
07/01/08 through 09/30/08; Year to date data from 10/01/07  
through 09/30/08.
- 2.) Supplemental Data with Property Insurance and Distribution  
of Cash for City's General Fund and Debt Service and Reserves  
for 2006 Capital Improvement Revenue Bond.

Please note that all our General Fund Revenues accruals are not  
completely entered for the fiscal year. Our fiscal year revenues will  
be greater than reported, but your deadline is October 31<sup>st</sup>. Thank you  
to you and your staff for your assistance to the City.

Yours very truly,

Stephen J Baumgartner  
Finance Director

enclosures

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

*pc. hand*

October 30, 2008

Mr. Bill Geiger  
Community Development Director  
City of Brooksville  
201 Howell Ave.  
Brooksville, FL 34601-2041

Re: 6<sup>th</sup>-Year Annual Status Report for Hampton Ridge Project

Dear Bill,

On behalf of our client, Hampton Ridge Developers LLC, we are submitting the above referenced enclosed report in compliance to the requirements of the May 28, 2003 Development Agreement (Agreement) between the City of Brooksville and Hampton Ridge Developers, LLC .

Please call me should you have any questions or wish to discuss the report further.

Sincerely,  
COASTAL ENGINEERING ASSOCIATES, INC.



Tom Mountain  
Sr. Vice President

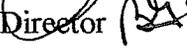
copy: J. Norman-Vacha, City Manager  
E. Pierce, City Engineer  
T. Hogan, City Attorney  
D. Feldman  
T. Casey  
G. Miars  
file

M:\2006 Projects\06426 Misc Development Svcs\6th-Year Annual Status Report Cover Letter 103008.doc

Rec'd  
JWS  
Emory  
Stev (11/1/08 JP)

CTS 11/17/08

# MEMORANDUM

**To:** Honorable Mayor & City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager   
**From:** Bill Geiger, Community Development Director   
**Subject:** Seagate Development  
**Location:** South side of Wiscon Road west of the Lowes Home Improvement Store  
**Date:** November 4, 2008

## INFORMATION REQUEST/RESPONSE

At the November 3, 2008 meeting, City Council requested information concerning whether the Seagate Development was located within the Transportation Impact Fee Credit Area established by the Hampton Ridge Development Agreement.

Attached is a copy of Exhibit H-1 which shows that a portion of the development is located within the "North Transportation Impact Fee Credit Area." The Second Amendment to the Hampton Ridge Development Agreement states that "Fifty (50) percent of all transportation impact fees collected on the west side of U.S. 41 that is within the City limits and inside the Transportation Impact Fee Credit Area, designated as the "North Impact Fee Credit Area" on Exhibit "H-1", may be reimbursed to the Developer in exchange for impact fee credits that the Developer maintains."

Please contact me if you have any additional questions concerning this topic.

**Pc:** Karen Phillips, City Clerk  
Emory Pierce, P.E., Public Works Director

**Attachment:** Exhibit H-1 to the Second Amendment to the Development agreement for the Hampton Ridge Project

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11.17.08  
JHV

# City of Brooksville



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

November 4, 2008

Hampton Ridge Developers, LLC  
c/o Taylor J. Casey, Project Manager  
Southern Hills  
19850 Southern Hills Blvd.  
Brooksville, FL 34601

Re: Reimbursement for legal fees for City's line of Credit

Dear Taylor:

Enclosed is the invoice to be reimburse the City of Brooksville for the cost of financing our Line of Credit that expired. The Amended and Restated Cobb Road WRF Agreement is enclosed and please refer to 6.H. which states the Developer shall be responsible for up to \$25,000 fro these costs.

The costs were the legal fees for Bank Counsel of \$2,000 and the legal fees for Bond Counsel which were \$5,708.21. The total request for reimbursement is \$7,708.21. Documentation is attached to support the requested reimbursement.

If you have any questions, please do not hesitant to contact me at 352-544-5400 X101. It was good speaking to you today and I hope all is well.

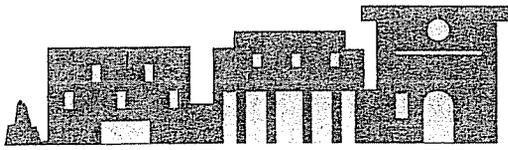
Sincerely,

  
Stephen J Baumgartner  
Finance Director

pc: T. Jennene Norman-Vacha, City Manager  
Emory Pierce, Public Works Director  
Autumn Sullivan, Chief Accountant

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**CITY OF BROOKSVILLE  
COMMUNITY  
REDEVELOPMENT  
AGENCY**

November 4, 2008

*Certified Mail - Return Receipt Requested*

George W. Zoettlein, Director  
Office of Management and Budget  
Hernando County Government Center  
20 N. Main Street, Room 464  
Brooksville, FL 34601

Re: City of Brooksville - Annual Invoice for the City's Community Redevelopment Area (CRA)  
Trust Fund Taxing Authority Appropriation

Dear Mr. Zoettlein:

The following is information related to the establishment of the CRA Special District and Trust Fund billing. This information is submitted as support documentation for the invoice attached.

In 1999, the City of Brooksville formally instituted a Community Redevelopment Area (CRA) in its downtown core. In accordance with Chapter 163, F.S., the City adopted Ordinance No. 590 and Resolution No. 98-18, which delineate and establish the CRA, the Tax Increment Financing (TIF) District, the Community Redevelopment Agency and the related Agency Trust Fund. The City also adopted a Community Redevelopment Plan for this area as well as a Revitalization Plan that addresses the entire City. Florida Statutes and the City's Ordinance No. 590 provide for all applicable taxing authorities within the Project Area to pay into the Trust Fund each year, the incremental increase of tax revenues produced by the taxing authority's millage rate that is applied to the increase in total assessed value over the assessed value amount set by the established base year. Ordinance Number 590 established the base tax year as 1998. The following table represents the information and calculations required to determine the incremental amount and subsequent appropriation obligation for Hernando County as a taxing authority:

|                              | <b>A</b>                 | <b>B</b>  | <b>C</b>   | <b>D</b>  |
|------------------------------|--------------------------|---|--|---|
| <i>TAX-FUNDS</i>             | <i>2008 Millage Rate</i> | <i>2008 Increase in Assessed Value for Taxable Property over the Base Year (1998)</i> | <i>Tax Increment @ 100% (Column A multiplied by each \$1,000 of Value Expressed in Column B)</i> | <i>Incremental Appropriation Due (95% of amount in Column C per 163.387(1), F.S.)</i> |
| BCC General Fund             | 5.4394                   | \$10,393,781.00   | \$56,535.93  | \$53,709.14   |
| BCC Transp. Trust Fund       | .7091                    | \$10,393,781.00   | \$7,370.23   | \$7,001.72  |
| BCC County Health            | .1102                    | \$10,393,781.00   | \$1,145.39   | \$1,088.13  |
| Recreation or Sensitive Land | .0844                    | \$10,393,781.00   | \$877.24   | \$833.37  |
| Emergency Medical Services   | .5598                    | \$10,393,781.00   | \$5,818.44   | \$5,527.52  |
| Stormwater Management        | .1139                    | \$10,393,781.00   | \$1,183.85   | \$1,124.66  |
| <b>TOTAL</b>                 | 7.0168                   | \$10,393,781.00   | \$72,931.08  | \$69,284.54   |

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11-17-08*

**interoffice**  
MEMORANDUM



City of Brooksville Community  
Redevelopment Agency

**To:** Stephen J. Baumgartner, Finance Director  
**From:** Bill Geiger, CRA Executive Director *BJG*  
**Subject:** 2008 Redevelopment Area Trust Fund Appropriation  
**Date:** November 4, 2008

In 1998-99, the City of Brooksville instituted a Community Redevelopment Area (CRA) in its downtown core. In accordance with Chapter 163, F.S., the City adopted Ordinance No. 590 and Resolution No. 98-18, which delineate and establish the CRA, the Tax Increment Financing (TIF) District, the Community Redevelopment Agency and the related Agency Trust Fund. The City also adopted a Community Redevelopment Plan for this area as well as a Revitalization Plan that addresses the entire City. Florida Statutes and the City's Ordinance No. 590 provide for all applicable taxing authorities within the Project Area to pay into the Trust Fund each year, the incremental increase of tax revenues that would have been produced if applied to the increase in total assessed value over the value set by the established base year. The base tax year was established as 1998. The following table represents the information and calculations required to determine the incremental amount and subsequent appropriation obligation for the City of Brooksville as a taxing authority:

|                     | A                        | B   | C  | D   |
|---------------------|--------------------------|---|--|---|
| <i>TAX-FUNDS</i>    | <i>2008 Millage Rate</i> | <i>2008 Increase in Assessed Value for Taxable Property over the Base Year (1998)</i> | <i>Tax Increment @ 100% (Column A multiplied by each \$1,000 of Value Expressed in Column B)</i> | <i>Incremental Appropriation Due (95% of amount in Column C per 163.387(1), F.S.)</i> |
| City of Brooksville | 6.0690                   | \$10,393,781.00   | \$63,079.86  | \$59,925.86   |
| <b>TOTAL DUE</b>    |                          |   |  | \$59,925.86   |

As the table indicates, the current year appropriation due from the City of Brooksville, as a taxing authority within the CRA, is \$59,925.86. The County's portion of TIF revenue obligation for this year is \$69,284.54, for a combined revenue increment obligation of \$129,210.40 for the year. These funds will be transferred into the CRA Trust Fund and maintained in accordance with Ordinance No. 590. This revenue supports various capital improvement and grant projects within the City's downtown. These improvements will further have a positive effect on the area surrounding the downtown as commerce is enhanced and property values improve.

- Enclosure(s): 1. Hernando County Property Appraiser's Calculated Tax Table for the 1998 Base year & 2008 Current year.  
 2. TIF District Invoice for 2008

pc: Honorable Mayor & City Council  
 T. Jennene Norman-Vachá, City Manager  
 Karen M. Phillips, CMC, City Clerk/Director of Administration  
 Thomas S. Hogan, City Attorney  
 CRA file

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*JW*



Florida Department of  
Law Enforcement

Gerald M. Bailey  
Commissioner

Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489  
(850) 617-1250  
www.fdle.state.fl.us

Charlie Crist, Governor  
Bill McCollum, Attorney General  
Alex Sink, Chief Financial Officer  
Charles H. Bronson, Commissioner of Agriculture

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

Re: Contract No. 2008-JAGC-HERN-1-Q9-233

Dear Mayor Pugh:

This letter confirms our receipt and acceptance of all financial and programmatic reports applicable to the referenced project. While this concludes active administration of the subgrant agreement by the Florida Department of Law Enforcement, you are reminded that all supporting records must be maintained for a period of not less than three years from termination date for audit and examination. An audit performed in accordance with OMB Circular No. A-133 must also be conducted and submitted to the Office of Criminal Justice Grants, Florida Department of Law Enforcement, 2331 Phillips Road, Tallahassee, Florida 32308.

All non-expendable property acquisitions must be accounted for and maintained for as long as the equipment is in service. The Department must be notified prior to any disposition of non-expendable property and must be advised immediately of any lost or stolen items.

*Handwritten signature*  
per [unclear]  
J.W.

Committed to  
Service • Integrity • Respect • Quality

CTN  
11-17-08  
pe: Chief Turner  
J.W.