

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

AGENDA

October 7, 2013

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PRESENTATION & REQUESTS FOR WAIVERS

1. Hernando County Fine Arts Council Fee Waiver Request

Consideration of request for fee waiver in the amount of \$600 for the 2014 Art in the Park event at Tom Varn Park scheduled for March 15 and 16, 2014.

Presentation:	Event Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from Director of Parks, Facilities & Recreation dated 09/20/13, Letter of Request, Permit Application, Certificate of Insurance, Fee Waiver Spreadsheet

2. Christian Life Assembly of God Fee Waiver Request

Consideration of request for fee waiver in the amount of \$305 for rental of the Jerome Brown Community Center for Thanksgiving Dinner scheduled for November 2, 2013.

Presentation:	Event Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from Director of Parks, Facilities & Recreation dated 09/20/13, Letter of Request, Permit Application, Certificate of Insurance, Fee Waiver Spreadsheet

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Margaret R. Ghiotto Improvement Award - Commercial Award

Recognition of improvements to the property owned by Robert Smith, Sr., located at 239 Howell Avenue.

Presentation:	Scott Renz, Beautification Board Chair and Mayor
Attachments:	Letter from Beautification Board Chair dated 09/12/12; Award Certificate

REGULAR COUNCIL MEETING – OCTOBER 7, 2013

2. Proclamation for Fire Prevention Week

Presentation of a Proclamation honoring Fire Prevention Week October 6-12, 2013.

Presentation: Mayor

E. CITIZEN INPUT

F. CONSENT AGENDA

1. Minutes

- a) February 4, 2013 Regular Meeting
- b) March 5, 2013 Workshop
- c) May 6, 2013 Regular Meeting

2. Surplus Equipment

Consideration to surplus obsolete/inoperable equipment.

3. Bluesapalooza Music Festival Fee Waivers

Confirmation of allocation of previously approved fee waiver.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from City Clerk dated 09/20/13, Pictures of Surplus; 3) Memo from City Clerk dated 09/2/13

G. REGULAR AGENDA

1. Audit Services RFP No. FI2013-05 Award

Consideration of award for Audit Services to Clifton Larson Allen and authorize staff to prepare an agreement to be returned to Council for approval.

Presentation: Assistant Director of Finance
Recommendation: Direction to Staff
Attachments: Memo from Director of Finance dated 09/24/13

2. Noise Ordinance No. 730-A

Consideration of proposed ordinance amending Chapter 82 of the Code relating to Traffic and Vehicles, Article III, Noise from Vehicles.

Presentation: City Attorney & Police Chief
Recommendation: Approval of Ordinance on first reading upon roll call vote and schedule second reading for 10/21/13
Attachments: Memo from Police Chief dated 10/07/13; Proposed Ordinance

REGULAR COUNCIL MEETING – OCTOBER 7, 2013

3. Fluoride Update

Presentation: Director of Public Works
Attachments: Attachments to be distributed prior to meeting.

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

CORRESPONDENCE TO NOTE

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

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.



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

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

**SUBJECT: TOM VARN PARK FEE WAIVER REQUEST – ART IN THE PARK
EVENT**

DATE: SEPTEMBER 20, 2013

GENERAL SUMMARY/BACKGROUND: The Hernando County Fine Arts Council, a nonprofit organization, is hosting their annual “Art in the Park” event at Tom Varn Park with a setup on March 14th and event to start on March 15th and 16th 2014. The anticipated attendance for the 2 day event is expected to be around 5,000. The committee is requesting that Council consider waving the fees in the amount of \$600.

The security deposit in the amount of \$300 and a certificate of insurance listing the city as additionally insured will still be required for the event.

BUDGET IMPACT: The budget impact will be a loss of Park rental income in the amount of \$600; this will impact the FY2014 budget. To date, no Parks/JBCC fees have been waived in FY2014. In the City Council Special Events line item number 001-010-511-59901, City Council has budgeted \$7,000 for FY 2013/2014. To date \$4,610.10 has been expended, leaving a balance of \$2,389.90

LEGAL REVIEW: Pursuant to Ordinance No.764, and the Special Events Fee Waiver Policy No. 2012-03, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Staff recommends Council’s consideration to approve the waiver of fees in the amount of \$600 for the 2014 Art in the Park event at Tom Varn Park on March 14th, 15th and 16th 2014.

- ATTACHMENTS:**
1. Letter of request
 2. Facility Use Agreement
 3. Certificate of Insurance
 4. Fee Waiver Spreadsheet

Attachment 1


The Hernando County
Arts Council
PO BOX 1998
BROOKSVILLE, FLORIDA 34605-1998
WWW.HERNANDOARTS.ORG

ROGER CARLTON SHERMAN, CHAIRMAN
PAUL SHASKAN, VICE CHAIRMAN
DEBORAH DOLLAR, SECRETARY
KIM BRYANT, TREASURER
STEVEN JOHNSON
LILI SOUTHERLAND
WILLIAM YERRICK

DENZIL SOUTHERLAND
EXECUTIVE DIRECTOR

To: Mike Walker
**City of Brooksville Director, Parks/
Facilities and Recreation**

Date: September 3, 2013

From: Hernando County Fine Arts Council

Subject: Art In the Park

As per our phone conversation, once again we would like to hold, what this year will be our 30th annual Art in the Park show, in beautiful Tom Varn Park, **March 14th, 15th & 16th, 2014.**

Our show is a highly publicized juried art show that attracts over 100, local, state, & national fine art, fine craft, and Craftsmen exhibitors. In addition to the adult section of our show, other activities include:

- * A juried student art show featuring over 300 works by local students- elementary through college levels.
- * Free children's art activities
- * Entertainment Stage, feature a variety of entertainers throughout the show.
- * Food court, featuring "fair" favorites.

This is a great family "signature" event held each year in the City of Brooksville that is expected to draw over 5000 visitors.

Once again, we would like to request that park fees be waived and would appreciate it if you would set up an appointment with the Brooksville City Council in order for us to make our formal request.

Paul O. Shaskan
Vice Chairman
(352) 597-7435 or
poiks@yahoo.com

Attachment 2

CITY OF BROOKSVILLE

PARKS & RECREATION DEPARTMENT

FACILITY USE AGREEMENT



SEP 04 2013
AM

() Jerome Brown Community Center () Hall () Conference Room () Kitchen
 () Other Facility TOM VARN PARK

Name of applicant (User): HERNANDO COUNTY FINE ARTS COUNCIL

If an organization, name of representative: PAUL SHASKAN VICE CHAIRMAN

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

Address: 7468 HORSE LAKE RD. City: BROOKSVILLE State: FL Zip: 34601-9017

Contact person: DENZIL SOUTHERLAND Day Telephone 813-494-3058 Evening 813-494-3058

Alternate contact person: PAUL SHASKAN Day Telephone 917-7435 Evening _____

Description of event: 30th ANNUAL ART IN THE PARK - ART SHOW

FINE ART, FINE CRAFT, COUNTRY CRAFTS, Food, ENTIRE TRAINING Anticipated attendance: 5,000

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

Day(s) of event: M - T - W - Th Start date of event: 3-14-2014 Ending date: 3-16-2014

Time event begins: 9 AM / PM Time event ends: 5 AM / PM

Set-up: Date 3-14-2014 From 8 AM / PM, To 7 AM / PM

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

Food/merchandise sales*: No Yes Describe: _____

Refreshments served: No Yes Describe: _____

Number of paid security officers (if applicable): 2 Scheduled from 7 AM / PM To 7 AM / PM

RATES & FEES

User Fees: The base user fee for the requested facility is \$ 600.00 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

275 - 7/4
200 3/15
125 3/12
600.00
3 days

[Handwritten signature]

Attachment 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

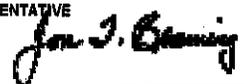
PRODUCER Browning Insurance Agency Inc. - Brooksville P O Box 818 Brooksville, Florida 34605	Phone : (352)796-3532 Fax : (352)796-8811	CONTACT NAME: Jon T Browning PHONE (A/C, No, Ext): E-MAIL ADDRESS: tom@browninginsagency.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hernando County Fine Arts Council P O Box 1998 Brooksville, FL 34605	INSURER A: Southern-Owners Insurance Company		10190
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 10** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	✓	20729689	4/14/2013	4/14/2014	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Brooksville named as an additional insured
 Art In the Park - 3/14/14, 3/15/14 & 3/16/14, Tom Varn Park, Brooksville, FL

CERTIFICATE HOLDER Holder's Nature of Interest : Additional Insured City of Brooksville 201 Howell Ave Brooksville, FL 34601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Attachment 4



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION
DIRECTOR

SUBJECT: JBCC FEE WAIVER REQUEST – COMMUNITY THANKSGIVING
DINNER

DATE: September 20, 2013

GENERAL SUMMARY/BACKGROUND: The Christian Assembly of God is holding their annual Community Thanksgiving Dinner at the Jerome Brown Community Center (JBCC) on November 25, 2013, from 6 pm until 9 pm. The dinner has fed over 600 individuals each year, along with providing over 100 meals delivered to individuals who are unable to attend the event. They are requesting to have the fees in the amount of \$305 waived for use of the JBCC.

The security deposit in the amount of \$300 and a certificate of insurance listing the city as an additional insured will still be required for the event.

BUDGET IMPACT: The budget impact will be a loss of rental income in the amount of \$305, which will impact the FY2014 budget. To date, no Park/JBCC fees have been waived in the FY 2014. In the City Council Special Events line item number 001-010-511-59901, City Council has budgeted \$7,000 for FY 2013/2014. To date \$4,610.10 has been expended, leaving a balance of \$2,389.90

LEGAL REVIEW: Pursuant to Ordinance No.764, and the Special Events Fee Waiver Policy No. 2012-03, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Staff recommends Council approval of the waiver of fees in the amount of \$305 for the 2013 Community Thanksgiving Dinner at JBCC on November 25, 2013.

ATTACHMENTS: 1. Letter of request
2. Facility Use Agreement
3. Fee Waiver Spreadsheet

Attachment 1

Christian Life Assembly of God

Rev. John R. Hensel, Pastor

August 16, 2013

Dear Brooksville City Council Members:

This letter is to request your consideration for waiving the fee for using the Jerome Brown Center on Monday, November 25, 2013, for a Community Thanksgiving Dinner for those in need.

This dinner is designed to provide a complete hot and delicious Thanksgiving meal for those who may not be able to provide one for themselves. The meal will be served in a warm, caring atmosphere in which each attendee is treated as a special guest. Along with the meal, entertainment and friendly conversation is provided that makes this event a highlight for many during this holiday time of year.

We have been holding this Annual Community Thanksgiving Dinner at the Jerome Brown Center since 2004. This will make the tenth year that we have participated. However, the Community Thanksgiving Dinner was already an Annual Event prior to our taking up the need. The event feeds 600 plus individuals each year, with close to 100 meals going out into the Community to feed shut-ins who cannot come out to the event. We work with JAM Ministries, and have volunteers from several local businesses, and a number of churches and para-church ministries. For a number of years the City of Brooksville was included on the fliers as a co-sponsor of this Annual Dinner.

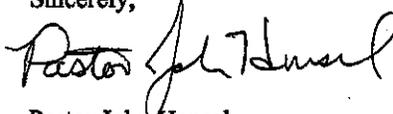
Another benefit of the Annual Community Thanksgiving Dinner, would be the turkeys and grocery items that are given away to individuals. These items are donated by area businesses to help families in need during the holiday. Without this dinner many of those who attend would not have an opportunity to enjoy a traditional Thanksgiving Dinner. Some would not have a hot meal at all. For others, this meal provides the only opportunity they have to share a meal with friendly company.

The Annual Thanksgiving Dinner places very little burden of extra work on the Brooksville City employee staff. We have each year provided the volunteer staff to run the entire dinner from set up to break down and clean up without needed support from City staff.

We do hope you will agree that this Annual Event provides an important service to the Community, and help us continue to provide this resource by waiving the Jerome Brown Center usage fee for Monday, November 25, 2013.

Thank you for your consideration.

Sincerely,



Pastor John Hensel
Senior Pastor
Christian Life Assembly of God
Vice President Hernando Christian Ministerial Association
Somebody Cares Hernando Missions Board
Peninsular Florida District Council Presbyter
Peninsular Florida District Men's Director
Executive Advisory Council Florida Men of Integrity

AUG 20 2013
JW

AUG 20 2013
JW

13065 Jacqueline Road • Brooksville, FL 34613 • (352) 597-1139 • Fax (352) 597-4696

The Church On The Hill Sharing The Life Of Christ With Hernando County

Attachment 2

Waiting for Council to approve for fees to be waived.

CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT

RECEIVED
AUG 15 2013
BY: *M*



Jerome Brown Community Center Hall Conference Room Kitchen
 Other Facility _____

Name of applicant (User): Christian Life Assembly of God

If an organization, name of representative: Rev. John Hensel or Sarah Hull

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

Address: 13065 Jacqueline Rd City: Brooksville State: FL Zip: 34613

Contact person: Sarah Hull Day Telephone 352-597-1139 Evening 352-442-2346

Alternate contact person: Rev. John Hensel Day Telephone 352-597-4139 Evening 352-684-4819

Description of event: Community Thanksgiving Dinner - we will provide a Thanksgiving Dinner for all in the community Anticipated attendance: 600

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

Day(s) of event M - T - W - Th - F - Sa - Su Start date of event: 11/25/13 Ending date: 11/25/13

Time event begins: 6:00 AM PM Time event ends: 9:00 AM PM

Set-up: Date 11-25-13 From 4:00 AM PM, To 6:00 AM PM

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

Food/merchandise sales*: No Yes Describe: _____

Refreshments served: No Yes Describe: Thanksgiving Dinner

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

RATES & FEES

User Fees: The base user fee for the requested facility is \$ 305.00 ^{N/A} (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

P-Calderon

USE AGREEMENT TERMS

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$100,000/300,000/100,000; or \$300,000 Combined Single Limit, with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event. The City reserves the right to request higher limits to a maximum of \$100,000/300,000/500,000 or \$500,000 CSL depending on the proposed usage.
9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

To the best of my knowledge, all information on this application is correct. I have received, read, understand, and will comply with the provisions of this Facility Lease Agreement, and that this Agreement is not approved until execution by the City.

Name: Christian Life Assembly of God
Sarah Hull Signature: Sarah Hull Date: 8/15/2013
 Applicant/User

Insurance Required: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes; Certificate naming City as "Additional Insured" attached <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
Alcoholic Beverage Distribution/Consumption Permit <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Attach copy of signed permit)			
Base Rent \$ <u>305.00</u>	Other \$ <u>300.00</u>	Total Estimated Cost \$ <u>605.00</u>	Total Estimated Deposit \$ <u>300.00</u>
Initial Deposit (minimum 50% of estimated total) \$ _____		Received by _____	Date _____
Application Approved By: _____		Date: _____	
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.			

Attachment 3

Margaret R. Ghiotto



CERTIFICATE OF RECOGNITION

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

Robert Smith

239 Howell Avenue, Brooksville, FL 34601

Presented this 7th day of October, 2013.

Mayor

City Clerk



June 7, 2013

Robert Smith
239 Howell Avenue
Brooksville, FL 34601

Dear Mr. Smith:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Improvement Award for beautifying the property located at 239 Howell Avenue.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the next regular City Council Meeting to be held Monday, October 7, 2013, at 7:00 p.m. in the **BROOKSVILLE CITY HALL COUNCIL CHAMBERS LOCATED AT 201 HOWELL AVENUE**. Please contact City Clerk Janice Peters, and let her know, no later than Friday, October 4, 2013, by 5:00 p.m. if you will or will not be able to attend this meeting to accept your award. If you have any further questions or concerns, please contact Ms. Peters at (352) 540-3853 or email at jpeters@cityofbrooksville.us.

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

Sincerely,

A handwritten signature in cursive script that reads 'Scott Renz' with a circular flourish at the end.

Scott Renz, Chairman
Beautification Board

Proclamation

Whereas, The City of Brooksville is committed to ensuring life safety and security of all those living in and visiting the City of Brooksville and surrounding areas and,

Whereas, fire is a serious public safety concern both locally and nationally; and,

Whereas, homes are the location where people are at greatest risk from fire, with more fires starting in the kitchen than any other part of the home; and,

Whereas, residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and,

Whereas, City of Brooksville firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

Whereas, the 2013 Fire Prevention Week theme, "Prevent Kitchen Fires!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

Now Therefore, We the Undersigned, as City Council for and on Behalf of the City of Brooksville, hereby proclaim October 6-12, 2013, as

Fire Prevention Week

and, urge all citizens in the City of Brooksville and surrounding communities to check their kitchens for fire hazards and use safe cooking practices.

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 7th day of October, 2013.

City of Brooksville

Lara Bradburn, Mayor

Kevin Hohn, Vice Mayor

Joe Bernardini, Council Member

Frankie Burnett, Council Member

Joseph E. Johnson, III, Council Member

Attest: _____
Janice L. Peters, CMC, City Clerk

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
MINUTES**

February 4, 2013

7:00 P.M.

Brooksville City Council met in regular session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn, Council Members Joe Bernardini, Frankie Burnett and Joseph E. Johnston, III present. Also present were Jim Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. A member of the Hernando Times was also present.

The meeting was called to order by Mayor Bradburn, followed by an invocation and Pledge of Allegiance.

PRESENTATION AND REQUEST FOR WAIVERS

Art in the Park Fee Waiver Request

Consideration of waiving fees in the amount of \$475 for the Hernando County Fine Arts Council Art in the Park event at Tom Varn Park on March 9 and 10, 2013.

Chairman Jan Knowles reviewed the event as a non-profit entity that donates to scholarships.

City Manager Norman-Vacha indicated the agenda item has been revised for a vendor to sell alcohol in the park.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for approval of waiver and sale of alcohol in the park. Motion carried 5-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Mayor Bradburn requested adding the Rotary Day Proclamation to the Agenda as Item D-4.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Burnett for approval. Motion carried 5-0.

Proclamation – Black History Month Recognition

Consideration of Proclamation to acknowledge the contributions of outstanding humanitarian deeds during the celebration of Black History Month.

Mayor Bradburn read the proclamation in its entirety, which will be presented to Ms. Williams. Mayor Bradburn read the specifics of the Black History Month event for 2013. Further, she recognized Dr. Howard Blount. A Certification of Appreciation will be presented to him. A Certification of Appreciation was also presented to Kojack Burnett.

REGULAR COUNCIL MEETING MINUTES – February 4, 2013

Kiwanis of Spring Hill Check Presentation

Presentation of check to The First Tee of Brooksville \$1,500.

Dennis McKenna and President Godfrey Eason of the Kiwanis of Spring Hill presented the check to City Council.

Fuller Nursery Presentation

Presentation of tree donation to the City from Fuller Nursery of 11 Crepe Myrtle and 13 Magnolia Trees valued at \$6,850.

Mike Walker, Director of Parks, Facilities & Recreation reviewed the presentation by Owner Buck Fuller, of Fuller Nursery of a tree donation to the City of Brooksville.

Proclamation – Rotary Day

Consideration of Proclamation recognizing February 23, 2013, as Rotary Day in the City of Brooksville.

Mayor Bradburn read the proclamation in its entirety and presented it to Cheryl Hart.

CITIZEN INPUT

Mayor Bradburn asked for public input.

Bob Dumont addressed Council regarding the Drainage Retention Area (DRA) by his property off Highways 50 and 41 on Woodland Drive. He also advised Council Member Bernardini of an AT&T man-hole behind the sidewalk on Barnett Road.

City Manager Norman-Vacha advised staff is in receipt of the letter and petition from Mr. Dumont, which will be distributed to Council. The information has been passed onto Director Radacky to look into the situation.

Council Member Johnston asked if the pond is owned by the mobile home park and the City is working on an agreement with the park to alleviate flooding. City Manager Norman-Vacha confirmed and will bring back more details to Council as it progresses.

Cliff Manuel of Coastal Engineering asked could the CRA Meeting be moved up on the agenda due to a personal matter which prevented him from staying until the end of the meeting. Council consensus was to move the CRA meeting up.

City Council Meeting adjourned at 7:30 p.m. to the CRA Meeting and reconvened at 7:38 p.m.

CONSENT AGENDA

Minutes

September 26, 2012 Final Budget Hearing
October 1, 2012 Regular Meeting
October 15, 2012 Regular Meeting
November 5, 2012 Regular Meeting
November 19, 2012 Regular Meeting

Certificates of Public Convenience and Necessity (COPCN)

Consideration of approval for issuance of the COPCN to American Medical Response Inc., "AMR" and Bayfront Medical Center, Inc., d/b/a Bayflight and authorize the Mayor to sign the letters.

REGULAR COUNCIL MEETING MINUTES – February 4, 2013

HVAC Purchase

Consideration to purchase HVAC and associated equipment for the not-to-exceed amount of \$35,040 in correlation to the Council approved ESG improvements.

Motion:

Motion was made by Council Member Hohn and seconded by Council Member Johnston for approval of Consent Agenda. Motion carried 5-0.

REGULAR AGENDA

Resolution No. 2013-02 Brooksville Housing Authority Member Reduction

Consideration of Resolution reducing the number of members on the Brooksville Housing Authority Board to five (5).

City Clerk Peters stated the City received a resolution from the Brooksville Housing Authority's attorney adopted by them on November 20, 2012, stating that in order to facilitate meeting quorums the Board requested City Council consider reducing the number of appointed members to five (5). There are currently six (6) members on the board and Florida Statute allows no fewer than five but no more than seven members.

Council Member Bernardini recommended the sixth member as an alternate to help facilitate a quorum.

Council Member Johnston was uncertain as to which resolution this would revert back to and how this would affect the Board.

Council Member Burnett would like to see a resident of the Brooksville Housing Authority on the Board. Director Brooks stated there are currently five (5) residents living in the community.

Council Member Johnston supported reducing the board members to five (5) but noted that all the residents will eventually be moving and will then have to be removed.

City Manager Norman-Vacha agreed with Council Member Johnston and recommended tabling the resolution. The resolution is rescinding previous resolutions and would revert to Resolution No. 256.

Council consensus was to table the resolution to the March 4th meeting.

Mayor Bradburn addressed Council Member Burnett's concern with having a South Brooksville area resident on the Board. There are current members on the board who represent the community at-large. She felt it could be addressed at the time of term expirations.

Vice Mayor Hohn agreed with Council Member Burnett that the board should be represented by a resident of South Brooksville. He also agreed with Council Member Bernardini that there needs to be an alternate member.

Council Member Burnett pointed out the next expiring term is June of 2013. He is agreeable to fill that position with a resident.

Mayor Bradburn felt there are members on this board who have invested a great deal of time and energy to this board and suggested Council be mindful of who would be being replaced.

Director Brooks stated it is difficult to recruit volunteers for the board and criteria must be met.

REGULAR COUNCIL MEETING MINUTES – February 4, 2013

Council Member Bernardini asked what happens when all the residents are gone and when would the Board be dissolved. Director Brooks stated he would then ask HUD to take the liens off the property before it can be sold. He was not sure of a timeframe. In the meantime, appliances will be liquidated. He indicated they are seeking a financial advisor for possible housing replacement within the City limits and there may be funds that could be used to build a new facility. This could take several years.

Mayor Bradburn asked what is being done in the meantime to secure the vacant property. Director Brooks indicated they are looking into getting a security service to monitor the property. He stated the buildings are secured and are checked every day.

City Manager Norman-Vacha asked for clarification to bring back a complete resolution on March 4th. Council Consensus was to have five members and one alternate member.

City Manager Norman-Vacha suggested changing the language to appoint a resident and/or a member of the immediate community when available.

Council Member Burnett indicated City Council was not aware until January of Ms. Taylor moving to St. Petersburg in September.

Council Member Bernardini asked if the Housing Authority will be dissolved or will it continue receiving funds. Council Member Johnston recalled it was the intent to dissolve the Brooksville Housing Authority and enter into an interlocal agreement with the Hernando Housing Authority.

Mayor Bradburn requested a meeting be scheduled at a later date to discuss the status of the Brooksville Housing Authority.

Resolution No. 2013-03 SunTrust Bank Loan to Refund/Refinance Certain Water and Sewer Debt

Consideration to approve bank loan documents with Sun Trust Bank to refund/refinance water and sewer debt.

Mayor Bradburn introduced Adam Horn of SunTrust Bank and Bond Counsel Duane Draper of Bryant, Miller and Olive.

Mr. Horn briefly reviewed the financials of cost savings by refunding two loans and refinancing an existing loan. He advised the numbers have been updated. The intent of the refunding and refinancing was to level out the debt service for the water and sewer system, as well as releasing some of the reserves from that system for other projects. Another benefit in leveling out the debt service is that all debt will be paid off 12 years sooner than the current schedule. Referencing the summary of results, he indicated the savings achieved by refunding and refinancing is \$657,542.

Vice Mayor Hohn commended all involved for their efforts of significant savings.

Council Member Burnett commended Mr. Horn on his report.

Mr. Draper reviewed the resolution for Council consideration.

Mayor Bradburn commended the City Manager and Assistant Finance Director Delach on their many hours of work on the details of a plan.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of Resolution No. 2013-03.

REGULAR COUNCIL MEETING MINUTES – February 4, 2013

Council Member Johnston commended Vice Mayor Hohn for having brought this to Council during budget discussions.

City Clerk Peters read Resolution No. 2013-03 by title, as follows:

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA AMENDING AND SUPPLEMENTING CITY RESOLUTION NO. 99-01, AS AMENDED; AUTHORIZING ISSUANCE OF THE NOT TO EXCEED \$9,700,000 WATER AND SEWER SYSTEM REFUNDING REVENUE BOND, SERIES 2013, TO REFUND THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 1999A AND SERIES 1999B, WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2002 AND SUBORDINATED WATER AND SEWER REVENUE NOTE, SERIES 2008; PLEDGING THE NET REVENUES OF THE CITY'S WATER AND SEWER FACILITIES FOR THE PAYMENT OF SUCH BOND; DESIGNATING THE BOND AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; DESIGNATING AN ESCROW HOLDER AND APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING A NEGOTIATED SALE OF THE BOND BASED ON THE TERMS DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Motion carried 5-0 upon roll call vote as follows:

Council Member Burnett	Aye
Council Member Johnston	Aye
Council Member Bernardini	Aye
Vice Mayor Hohn	Aye
Mayor Bradburn	Aye

City Manager Norman-Vacha indicated staff would be back to Council in March for budget amendments as part of the release of reserves and they must be spent on capital within three (3) years. The remainder will be left in reserves in accordance with bank requirements on the bonds.

Resolution No. 92-13A – Cemetery Advisory Committee Amendment

Consideration of Resolution allowing for annual appointment of the required Council Member.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Johnston for approval of Resolution No. 92-13A.

City Clerk Peters read Resolution No. 92-13A by title, as follows:

A RESOLUTION AMENDING RESOLUTION 92-13, SECTION 2 CEMETERY ADVISORY BOARD MEMBERS.

Motion carried 5-0 upon roll call vote as follows:

Council Member Johnston	Aye
Council Member Bernardini	Aye

REGULAR COUNCIL MEETING MINUTES – February 4, 2013

Council Member Burnett	Aye
Vice Mayor Hohn	Aye
Mayor Bradburn	Aye

2013 Great Brooksvillian Process

Consideration and direction from Council for staff to begin the process of acquiring nominations for the 2013 Great Brooksvillian and volunteers for the Screening Committee.

City Clerk Peters reviewed it is time to kickoff the annual search for a Great Brooksvillian. Council requested to start the process earlier in the year. Staff will release a press release during March and April for nominations as well as applications from anyone wishing to serve on the screening committee to review the nominations. At the first meeting in May, staff will return to Council for appointment of the screening committee members.

Mayor Bradburn indicated last year the committee expressed confusion on the guidelines Council set forth. She advised a copy of the guidelines be available when recruiting for the screening committee. She suggested the ceremony not be automatically tied into the Art Reception every year to increase flexibility. Council Member Bernardini and Council Member Johnston agreed.

Council Member Johnston suggested adding a former living Great Brooksvillian to serve on the screening committee. Vice Mayor Hohn suggested it be a non-voting member. Mayor Bradburn agreed.

Council Member Burnett referenced item 14 “The committee is also free to create an ongoing file of potential nominees”. It was pointed out that this is what caused confusion last year and will eventually create problems. Mayor Bradburn disagreed because historic data is hard to come by and a lot of work to duplicate. That was the purpose of this language not that they would be automatically submitted for application but that the data could be kept available. Council Member Burnett felt the language should be clarified to reflect that. Mayor Bradburn stated the committee is free to make recommendations.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Johnston for approval. Motion carried 5-0.

CITIZEN INPUT

Council presented Kojack Burnett with a Certificate of Appreciation in honor of Black History Month. Mr. Burnett thanked Council for the honor.

Mayor Bradburn asked for public input, there was none.

ITEMS BY COUNCIL

T. Jennene Norman-Vacha, City Manager

Financial Workshop

City Manager Norman-Vacha proposed a workshop be set for February 26th at 6:30 p.m.

Pavement Management Workshop

Bob Titterington of Civil-Tech has the Pavement Management report ready and requested a workshop on March 5th at 6:30 p.m. for discussion.

REGULAR COUNCIL MEETING MINUTES – February 4, 2013

Kevin Hohn, Vice Mayor

Golf Tournament

Vice Mayor Hohn announced a golf tournament in March at Southern Hills Plantation Club. He expects to raise at least \$15,000. There will be PGA tour professionals, web.com tour professionals, former champions' tour players and major sponsors. There will be eighteen to twenty groups with PGA professionals for each.

Joe Bernardini, Council Member

Condolences to the Vynal Lewis Family

Council Member Bernardini indicated Beverly Lewis has been involved with the Art Council, Beautification Committee and a Great Brooksvillian nominee.

Frankie Burnett, Council Member

City Projects

Council Member Burnett took a tour of ongoing projects throughout the city with Public Works Director Radacky. He commended Public Works staff for their efforts and taking the time to give him a tour.

Council Member Johnston elaborated on the Candlelight project that staff is in negotiations with the Homeowners' Association to make a park with the sand removal. Mayor Bradburn is pleased the contractor agreed with her idea and she was impressed with the work that was done.

Volunteer Board Members

He felt individuals who do not get reappointed to City boards are presented a plaque from City Council.

City Staff Commendation

He recognized the City Manager and department heads for their work efforts every day.

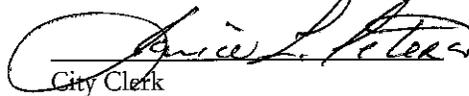
Lara Bradburn, Mayor

Volunteer Board Members

Mayor Bradburn agreed Council must continue to find ways to thank the people who serve the community in various ways. She will begin to visit various boards and thank them for serving.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:40 p.m.


City Clerk

Attest: _____
Mayor

CITY OF BROOKSVILLE
201 Howell Avenue
Brooksville, FL 34601

WORKSHOP MINUTES

March 5, 2013

6:30 P.M.

Brooksville City Council met in workshop session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn and Council Members, Joe Bernardini, Frankie Burnett and Joseph E. Johnston, III present. Also present were James Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Jim Delach, Assistant Finance Director, and Tim Mossgrove, Fire Chief.

The workshop was called to order by Mayor Bradburn, followed by an invocation and Pledge of Allegiance.

City Manager Norman-Vacha introduced Bob Titterington of Civil Tech.

ASPHALT MANAGEMENT PAVEMENT PROGRAM

Presentation and update of the program by Civil Tech.

Bob Titterington began by introducing Alan Garman and Kerry Smith. He then proceeded to review Attachment 1 to demonstrate how they came up with the Pavement Condition Index (PCI). The scope for the study included the rights-of-way, pavement widths, opening and closed drainage, the actual surface condition (asphalt, brick and sidewalks) with an inventory of lengths.

The purpose of the study was to develop a proactive maintenance program for roads to determine current pavement condition, where we want to be, and what it will take to get there. The condition can be predicted with work and without work.

Using the GIS information from the Hernando County Property Appraisers Office and any local information the City had it was concluded that there are about 44 miles of rights-of-way, unimproved City rights-of-way of almost 5 miles, unpaved roads of .45 miles, paved streets of 39.04 miles, sidewalks 12.76 miles, walking trails 1.63 miles, which runs from Russell Street to where the County takes over the trail (this does not include the trail at Tom Varn Park), brick streets 2.19 miles, and street signs estimated at 1,500.

He advised phase two was a Pavement Condition Study, which included pavement condition mapping, irrespective of traffic flow. The condition of South Lemon Street as depicted in Attachment 1 was reviewed. Documentation indicated the following PCI ratings: Lemon, from Liberty to Broad (5); Hendricks to Liberty (3); Lamar to Hendricks (10). The average PCI of the city's roads is 20. He advised establishing a PCI of around 70 with a minimum of 60. Rehabilitation versus new roads was discussed using the Paver 6.5 program.

COUNCIL WORKSHOP MINUTES – March 5, 2013

BRICK STREETS

Mr. Titterington advised this study was conducted in line with the University of Wisconsin's study. They have been surveyed and a lot of the streets have defects. The conditions were documented and reviewed. He recommended fixing the bad spots temporarily but they need to be totally redone, establishing a crown.

He indicated if the streets were asphalt, they were treated as asphalt, even if overlaid on brick. Mayor Bradburn would like to see a price to unearth the brick on Ft. Dade and possibly reusing on other brick streets. Mr. Titterington advised that with some streets it is not feasible to continue as brick, which can be unearthed and reused. This will result in 1/3 – 1/2 % waste. Mayor Bradburn felt this percentage would be less. Council Member Johnston advised there was a couple attempts to unearth Bell and Liberty.

Mr. Titterington indicated there are 2.19 miles of brick streets with an estimated \$2.5 million to replace.

SIDEWALKS

Mr. Titterington estimated there are 12.76 miles of sidewalks at an estimated \$1.4 million to replace. The overall ratings, defects and repair techniques were discussed. Sixty-five percent were in good condition with minimal quality defects.

Council stressed that they were looking for a prioritization of which roads are in need of rehabilitation from the worst ones first. Mr. Titterington reviewed a schedule of monetary repairs and costs. He advised all the roads listed as zero would be looked at first for prioritizing. Council Member Johnston asked for maps depicting roads labeled as 0-20, 20-40, etc. Extensive discussion of prioritization ensued. Civil Tech will come up with a list of streets with associated conditions and values.

The possibility of bonds to fund while interest rates are low was discussed, as well as direction to staff to work on funding plans. Civil Tech will assist City staff in the development of a multi-year work plan.

The estimated cost of 100% of the program is as follows:

Brick Street Replacement	\$2.5 Million
Sidewalk Repairs	\$457,530
Asphalt R&R	<u>\$8 Million (1st 10 years)</u>
TOTAL	\$10,957,530

Discussion continued of the costs to repair the roads, prioritizing and funding. Mr. Titterington advised they will put together a list categorized by PCI and traffic with values and square footage costs.

City Manager Norman-Vacha advised another workshop to prioritize and examine revenue sources will be scheduled. She advised bonding will require a revenue source acceptable to the financial institutions.

COUNCIL WORKSHOP MINUTES – March 5, 2013

Director Radacky advised there are other obstacles to consider as well, such as drainage, water and sewer lines under and around the roads that may need to be corrected at the time and will require engineering and other services.

Conservation Lands

Mayor Bradburn referred to an article in the paper regarding proposed legislation banning local governments from buying conservation land without selling off an equal amount of land already owned by the entity. She and requested staff put together a resolution in opposition for the next agenda.

SWFWMD Board

Mayor Bradburn advised that Tommy Bronson had been appointed to the governing board of SWFWMD.

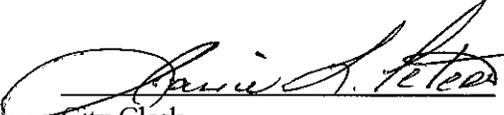
She wished Happy Birthday to Council Member Johnston, whose birthday is this Saturday.

In closing Mayor Bradburn advised of the Earth Day community cleanup during the two weekends before the blueberry festival and asked for help from all those who can.

Council Member Johnston reminded all of the time change on Sunday.

ADJOURNMENT

There being no further business to discuss, the workshop was adjourned at 9:05 p.m.


City Clerk

Attest: _____
Mayor

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

MINUTES

May 6, 2013

7:00 P.M.

Brooksville City Council met in regular session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn, Council Members Joe Bernardini and Joseph E. Johnston, III present. Also present were James Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

The meeting was called to order by Mayor Bradburn, followed by an invocation and Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Chick-fil-A® Leadercast Proclamation

Presentation of proclamation referencing The Greater Hernando Chamber of Commerce and the 4th Annual Chick-fil-A® Leadercast.

Pat Crowly and Dawn Badami of the Hernando County Chamber of Commerce introduced themselves. Mayor Bradburn read the proclamation in its entirety and presented it to Pat and Dawn, who elaborated on the event.

Mayor Bradburn commended them on the Blueberry Pie Baking Contest. She also thanked them for honoring the City Manager on being presented with a leadership award at the Chamber's last breakfast.

Take Action!! "Champions of Change" Quarterly Employee Recognition

Mike Walker, Director of Parks, Facilities & Recreation, reviewed the program and presented the quarterly winners, Adele Westfall, 3rd Place who lost 15 lbs., and Telina Dowell, 2nd Place who also lost 15 lbs. and Bobbie DeSousa, 1st Place with 16 lbs weight loss, with gift baskets.

CITIZEN INPUT

Mayor Bradburn asked for public input.

Steve Diaz, Chairman of the Good Neighbor Trail (GNT) Committee, gave Council an update on "Close the Gaps, Coast to Coast Connector", creating new trails in Central Florida. He advised the plan is to connect St. Pete with Titusville via a network of trails across the State of Florida, 275 miles. This project will cost \$42-50 million, of which Hernando County should get \$8 million to finish the GNT connection west. It is in the budget but not signed yet by the Governor. It has passed the House and Senate.

REGULAR COUNCIL MEETING MINUTES – May 6, 2013

CONSENT AGENDA

Minutes

January 7, 2013 Regular Meeting

FY2012/13 Budget Amendment

Consideration of amendment to correct posted funds from FY2011/12.

FY2012/13 Budget Amendments

Consideration of budget amendments relating to bond refunds.

Mowing Bid SD2013-01 Award

Consideration to award bid to Paff Landscaping, Inc. for mowing services on an as-needed basis.

Public Nuisance Lien

Consideration to record Special Assessment Liens against properties with unpaid Code Enforcement costs.

Vice Mayor Hohn asked why the orders come to Council for approval when they read that if the fees aren't paid within 30 days it "shall" be recorded. He suggested maybe the Code needs to be changed.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Johnston for approval of the Consent Agenda. Motion carried 5-0.

PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

Mayor Bradburn called for proof of publication. City Clerk Peters indicated Items F1 & F2 were published on Friday, April 26, 2013, in the Tampa Bay Times legal section of the St. Pete Times and there is a copy of the affidavit for the record.

Ordinance No. 835 – Mosquito Control MSTU

Consideration of proposed ordinance providing for inclusion of the City in the Hernando County Mosquito Control Municipal Service Taxing Unit (MSTU) for FY2013/14.

[First Reading 4/15/13]

Richard Radacky, Director of Public Works, advised the attached ordinance supports the MSTU for FY2013/14 at 1/10 of a mill. He indicated the statement in section 3 references the Ordinance will be null and void if 1/10 of a mill is exceeded. Staff is working on the Interlocal Agreement. Mayor Bradburn felt this to be a County responsibility, not a municipal one since city taxpayers also pay County taxes.

Peter Taylor, the Hernando County Mosquito Control Director was present and introduced himself. He explained the formula used to spray for mosquitoes.

Council Member Burnett asked if there is a schedule of when the City of Brooksville will be being sprayed. Mr. Taylor advised there is not a schedule because the Florida Statutes and Administrative Code prohibit spraying on a schedule. They spray after surveillance of the

REGULAR COUNCIL MEETING MINUTES – May 6, 2013

fields on a rational quantifiable basis, which he explained. Mayor Bradburn asked that Mr. Taylor keep Director Radacky updated on the placement of traps, chicken cages, etc.

Vice Mayor Hohn, asked what the resolution is if the ordinance becomes null and void for exceeding 1/10 of a mil. Director Radacky indicated he had talked to the County's Finance Director and he recommended acquiring additional monies from the General Fund.

City Manager Norman-Vacha advised any MSTU's opted into by the City adds to the City's max 10 mils. Staff does not like to give blank checks to the County for MSTU's. Staff could look for other alternatives if the mill goes above the 1/10.

Director Radacky felt if Hernando County realizes upfront that the City may opt out they will be more likely to stay below the 1/10 of a mil. Mayor Bradburn pointed out that city tax payers contribute to the County's general fund as well and she feels it is a County task to spray for mosquito's and the ballot question was very misleading.

Council Member Bernardini wanted clarification that the City won't be paying twice. Mayor Bradburn confirmed. City Manager Norman-Vacha advised the only way would be if there was a deficit and there were additional General Fund contributions, in that regard we would still be opted into the taxing unit as well as possibly paying a millage rate on the General Fund.

Mayor Bradburn asked for public input; there was none.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Bernardini for approval of Ordinance No. 835.

City Clerk Peters read Ordinance No. 835 by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, CONSENTING TO BE INCLUDED IN THE HERNANDO COUNTY MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT CREATED BY HERNANDO COUNTY ORDINANCE NO. 2011-11; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion carried 5-0 upon roll call vote, as follows:

Council Member Bernardini	Aye
Council Member Burnett	Aye
Council Member Johnston	Aye
Vice Mayor Hohn	Aye
Mayor Bradburn	Aye

Ordinance No. 836 – Howell Avenue Rezoning

Consideration to rezone approximately 0.82 acres located at 259 Howell Avenue from the current zoning of Residential (R-1B) consisting of a single family residential unit to a zoning designation of Professional Office District (P-1).

REGULAR COUNCIL MEETING MINUTES – May 6, 2013

Mayor Bradburn polled Council Members for Ex-Parte Communication; none had taken place. She explained the Quasi Judicial process.

All wishing to testify regarding this issue were sworn by City Clerk Peters.

Mayor Bradburn asked that the credentials of Bill Geiger, Steve Gouldman be recognized by Council as expert witnesses. Council concurred.

Community Redevelopment Planner Steve Gouldman asked that the entire agenda backup materials be entered into the record as if it were read. (Attachment 1). He proceeded to review the request.

Vice Mayor Hohn pointed out that it is currently zoned R1B, residential but the Comprehensive Plan reflects Commercial. He asked if there was a variance given to change the designation. Planner Gouldman advised no variance is needed, that when a Comprehensive Plan is done the designations are laid out so the zoning was already there. He advised it is presently developed and located within the City's historic central business and residential district, which has a mixture of uses.

He advised the Planning and Zoning Commission reviewed this at their April 10, 2013 meeting and concurred with staff's recommendation.

The petitioner, Robert Smith, briefly reviewed the project.

Mayor Bradburn asked for public input; there was none.

Council Member Johnston reiterated that the older residences in the downtown corridor need to be preserved and this is the best use.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Bernardini for approval of Ordinance No. 836.

City Clerk Peters read Ordinance No. 836 by title, as follows:

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF P-1 (PROFESSIONAL OFFICE), FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Motion carried 5-0 upon roll call vote, as follows:

Council Member Burnett	Aye
Council Member Johnston	Aye
Council Member Bernardini	Aye
Vice Mayor Hohn	Aye
Mayor Bradburn	Aye

REGULAR COUNCIL MEETING MINUTES – May 6, 2013

REGULAR AGENDA

Resolution No. 2013-06 – Council Meeting Days and Times

Consideration of a resolution to formally ratify prior Council action setting the days and time of Council meetings.

City Clerk Peters advised, upon inquiry by Council Member Johnston of how the days and time of council meetings are set, staff investigated the issue. The resolution presented gives a time-line of events.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Burnett for approval of Resolution No. 2013-06.

City Clerk Peters read Resolution No. 2013-06 by title, as follows:

**A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE,
FLORIDA RATIFYING DESIGNATION OF DAYS AND TIMES
OF COUNCIL MEETINGS.**

Motion carried 5-0 upon roll call vote as follows:

Council Member Johnston	Aye
Council Member Bernardini	Aye
Council Member Burnett	Aye
Vice Mayor Hohn	Aye
Mayor Bradburn	Aye

Brooksville Housing Authority Advisory Board Appointment

Consideration of Mayoral appointment to the Brooksville Housing Authority Board with Council consensus.

City Clerk Peters advised a press release had been issued for persons interested in serving as alternate on the Brooksville Housing Authority board. Only two applications were received; one from Richard Howell and one from Sandra Roth.

One (1) Alternate position to fill a 4-year term of office through May 31, 2017.

Richard Howell	New Applicant
Sandra Roth	Previous Member

Mayor Bradburn appointed and Council concurred with the appointment of Sandra Roth to the Brooksville Housing Authority board for a 4-year term of office through May 31, 2017.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Johnston in support of the Mayors appointment.

Motion passed 4-1 with Council Member Burnett voting in opposition.

CITIZEN INPUT

Mayor Bradburn asked for public input.

REGULAR COUNCIL MEETING MINUTES – May 6, 2013

Kojack Burnett wished all a Happy Mother's Day.

ITEMS BY COUNCIL

Jim Fisher, City Attorney

Blueberry Festival

He gave kudos to the organizers of the festival and advised he and his wife attended both days.

Mayor Bradburn congratulated the The Hogan Law Firm for a successful fishing tournament. The money raised will go to support Hospice.

Joseph E. Johnston, III, Council Member

Blueberry Festival

Council Member Johnston also enjoyed the festival and congratulated staff on a job well done.

Kevin Hohn, Vice Mayor

Blueberry Festival

Vice Mayor Hohn also congratulated staff on a job well done. The attendees he polled were very happy with the event.

1st Tee Tournament

There is still no final tally of the donation to the 1st Tee. A great time was had by all. He expressed appreciation to all that attended and participated.

Florida League of Cities Advanced Class

He stated he enjoyed the conference. He advised they had a nice 4-hour block on the Comprehensive Plan. He doesn't remember going through a review of the Comp Plan but he will delve into it. The Florida Statutes, Chapter 163.3194 does not allow any variances in the comp plan and hopes none have been made. He would like a formal review of the comp plan.

Joe Bernardini, Council Member

Blueberry Festival

His only concern was the big trucks on Friday night going down roads that aren't meant to have them on it. Overall he had a good time. He offered that he had heard you should have two different types of blueberry bushes in order for them to pollinate.

The Hogan Law Firm Fishing Tournament

He also enjoyed the tournament and is looking forward to next year's tournament.

Wiscon Timing Device

Director Radacky is checking on this for him.

REGULAR COUNCIL MEETING MINUTES – May 6, 2013

Frankie Burnett, Council Member

Blueberry Festival

Council Member Burnett also gave kudos to Michael Heard and staff for their efforts on the Blueberry Festival.

City Manager Leadership Award

He congratulated the City Manager on her award for leadership.

Fire Chief Mossgrove

He congratulated Fire Chief Mossgrove on earning his Masters Degree.

Happy Mother's Day

He also wished Happy Mother's Day to all mothers.

Brooksville Housing Authority

He respected Mayor Bradburn's appointment but feels there should be someone in the local community.

T. Jennene Norman-Vacha, City Manager

She recommended the Water Fluoridation Workshop be scheduled for Tuesday, May 21st. The Heath Department is agreeable to this date. Council consensus was to meet at 6:00 p.m.

Lara Bradburn, Mayor

Florida Blueberry Festival

Mayor Bradburn also gave kudos to Michael Heard for her work in putting together the festival, along with all of staff. She also thanked all who participated in the Earth Day cleanup.

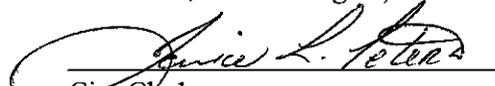
Speed Limit Signs

Council Member Johnston advised there are several speed limit signs that should be repositioned, such as on MLK at Main Street going west.

Council Member Bernardini thanked Mayor Bradburn for her letter on impact fees.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:20 p.m.



City Clerk

Attest: _____
Mayor



AGENDA ITEM NO. F-2
10/7/13

**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANICE L. PETERS, CMC, CITY CLERK

SUBJECT: SURPLUS EQUIPMENT

DATE: SEPTEMBER 20, 2013

GENERAL SUMMARY/BACKGROUND: Below is a list of property determined to be obsolete, inoperative, unsafe or otherwise no longer feasible in the City.

Description

1. Truck #633 – 1987 Chevy Dump Truck
2. Truck #638 – 1985 Chevy Dump Truck
3. Two Desks from Customer Service
4. HP Laserjet 4600 Printer Serial No. JBDKC33 – Good Condition; not needed.

With Council's approval, the items will be coordinated for auction or other disposal as appropriate.

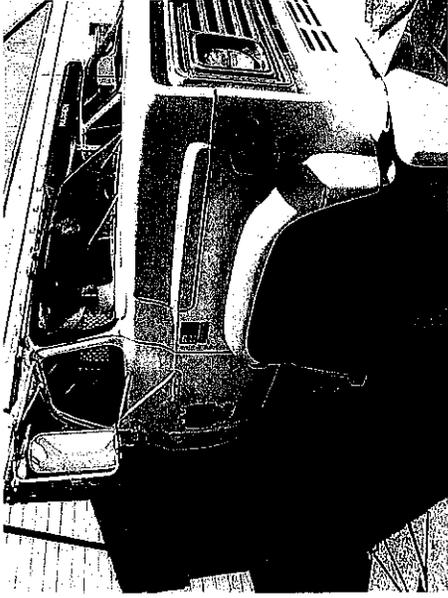
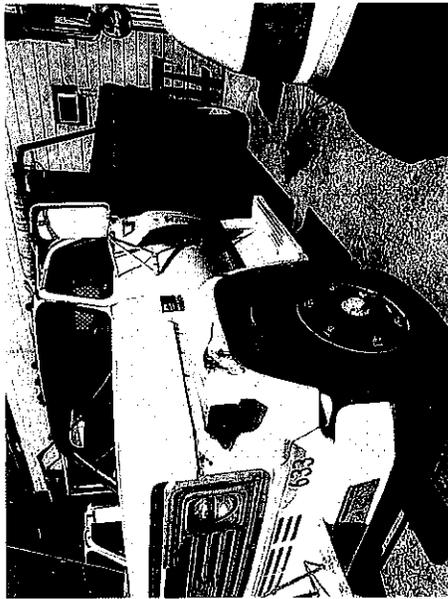
BUDGET IMPACT: Revenues received will be deposited in the appropriate revenue accounts within the City's Funds. A nominal financial impact is expected from the sale of this surplus equipment.

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

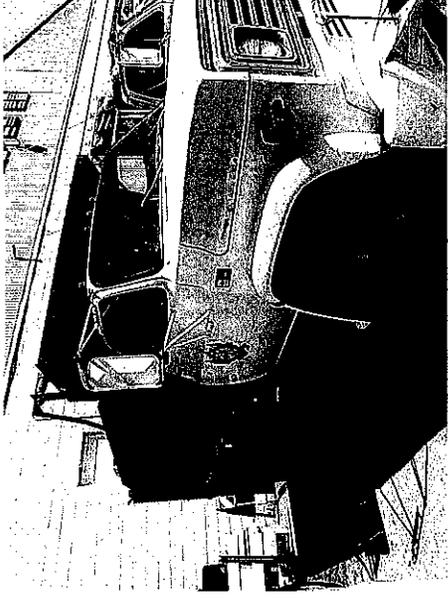
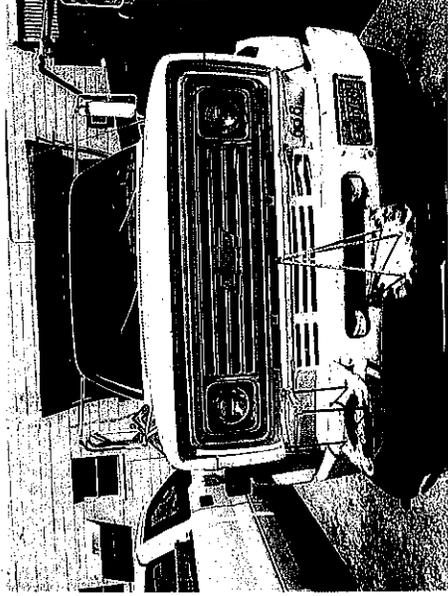
STAFF RECOMMENDATION: City Council to declare the item as "surplus" and authorize the City Manager to dispose of through auction or appropriate venue.

ATTACHMENTS: Picture of Surplus Items

1. TRUCK #633



2. TRUCK #638



3. Desks



4. Printer





CONSENT AGENDA MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANICE L. PETERS, CMC, CITY CLERK

SUBJECT: BLUESAPALOOZA MUSIC FESTIVAL FEE WAIVERS

DATE: September 24, 2013

GENERAL INFORMATION: At the September 16, 2013, meeting Council approved the fee waiver request in the amount of \$706 for The Bluesapalooza Music Festival, sponsored by Hernando County's Recreation Department, held on Saturday, September 21, 2013, in downtown Brooksville.

In error, staff reported that the fee would be taken from the FY2014 budget. However, because of the date of the event, the fees should have been taken from the FY2013 budget. Therefore, staff hereby requests confirmation, due to the date of the event, that fees will be taken from the FY2013 budgeted line item for fee waivers.

BUDGET IMPACT: The cost projections for the waiver were \$416.00 to cover traffic control provided by the Brooksville Police Department and \$290 in fees for Department of Public Works personnel, totaling \$706.

LEGAL NOTE: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Section 74-168 authorizes the City to levy fees to offset costs of such permits, which are set by Policy 1-2000, to be reimbursed by the applicant. It is within Council discretion to waive provisions of such policies.

STAFF RECOMMENDATION: Staff recommends confirmation of fees in the amount of \$706 to be taken from the FY2013 budget.



**AGENDA ITEM
MEMORANDUM**

AGENDA ITEM NO. G-2
10/7/13

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: JAMES DELACH, ASSISTANT FINANCE DIRECTOR
SUBJECT: AUDITING SERVICES BID NO: FI2013-05

DATE: SEPTEMBER 23, 2013

GENERAL SUMMARY/BACKGROUND: With the expiration of the agreement with Oliver & Co., for the City's auditing services, a Request for Bids was issued for financial and compliance audits. As a result, five proposals were received, opened and read aloud in Council Chambers on August 16, 2013, the minutes of which are included in Attachment 1.

The proposals were reviewed and evaluated according to the Proposal Ranking Form used by the City, wherein points are assigned in categories as referenced in Attachment 2, by the Director of Finance Steve Baumgartner, Assistant Director of Finance Jim Delach, Chief Accountant Autumn Sullivan and City Clerk Janice Peters. The results are as follows:

Staff ranked the five proposals as follows with details in Attachment 2:

PROPOSER	TOTAL POINTS	AVERAGE SCORE
Clifton Larson Allen	354	89
Purvis, Gray & Co.	341	85
McDermitt, Davis & Co.	333	83
Oliver & Company	322	81
Wells, Houser & Schatzel, P.A.	320	80

BUDGET IMPACT: Monies have been budgeted in the 2013/14 Budget for Auditing Services totaling \$71,000.

LEGAL REVIEW: Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to F.S Chapter 287.

STAFF RECOMMENDATION: Staff recommends that City Council provide Direction to Staff for Auditing Services award of bid. Historically, City Council has requested interview time for selected firms prior to award.

- ATTACHMENTS:**
1. RFQ – Bid Opening Minutes
 2. Summary Ranking Sheet

Attachment 1

**BID OPENING MINUTES
AUDITING SERVICES
RFP NO.: FI2013-05**

August 16, 2013

3:00 p.m.

A Bid Opening was held at approximately 3:00 p.m. on Friday, August 16, 2013, in the City Hall Council Chambers for Auditing Services RFP No.: FI2013-05. Janice L. Peters, City Clerk and Steve Baumgartner, Director of Finance were in attendance.

City Clerk Peters indicated a bid notice was published in the Tampa Bay Times on Wednesday, July 24, 2013.

As a result, five (5) sets of bids/proposals were received, all properly sealed and notated. The proposals were to include Bid/Proposal Certification Form; Public Entity Crime Statement; and Drug Free Workplace Certification; Agreement for Contractor Service; One (1) original with five (5) copies of the Proposal.

The following companies submitted proposals, which were opened and the results read as follows:

1. Wells, Houser & Schatzel, P.A., St. Petersburg, FL

All required documentation included; Drug Program Implemented

ANNUAL AUDITING SERVICES PROPOSAL

1) Annual Per-year Auditing Fees	\$59,500
2) Annual Audit Fee Escalation Percentage	3%
3) Fee for Separate Single Audit	\$ 6,400
4) Payment Terms & Billing Schedule	Due Upon Presentation
5) Printing of CAFR Annually	\$750 - \$900

INTERIM AUDITING REVIEW SERVICES (Alternate Proposal)

1) Total Cumulative Fee Per Year	
Standard Hourly Rates Estimated at	\$2,500 - \$6,400 Quarterly \$7,500 - \$19,200 Annually
2) Annual Audit Fee Escalation Percentage	3%
3) Payment Terms & Billing Schedule	Due Upon Presentation

2. Purvis, Gray & Co., Gainesville, FL

All required documentation included except Addendum; Drug Program Implemented

ANNUAL AUDITING SERVICES PROPOSAL

1) Annual Per-year Auditing Fees	\$65,000
2) Annual Audit Fee Escalation Percentage	3%
3) Fee for Separate Single Audit	\$ 3,500
4) Payment Terms & Billing Schedule	Billing as Work Progresses

INTERIM AUDITING REVIEW SERVICES (Alternate Proposal)

1) Total Cumulative Fee Per Year	\$3,750
2) Annual Audit Fee Escalation Percentage	0%
3) Payment Terms & Billing Schedule	Billing as Work Progresses

3. McDermitt, Davis & Co., Orlando, FL

All required documentation included; Drug Program Implemented

ANNUAL AUDITING SERVICES PROPOSAL

- 1) Annual Per-year Auditing Fees (includes travel costs) \$52,000
- 2) Annual Audit Fee Escalation Percentage 3%
- 3) Fee for Separate Single Audit \$ 4,500
- 4) Payment Terms & Billing Schedule Monthly Process Due in 30 Days

INTERIM AUDITING REVIEW SERVICES (Alternate Proposal)

- 1) Total Cumulative Fee Per Year Standard Hourly Rates
 - a) Directors/Partners \$250
 - b) Managers \$150
 - c) Staff \$125
- 2) Annual Audit Fee Escalation Percentage 3%
- 3) Payment Terms & Billing Schedule Monthly Process Due in 30 Days

4. Clifton Larson Allen, Tampa, FL

All required documentation included; Drug Program Implemented

ANNUAL AUDITING SERVICES PROPOSAL

- 1) Annual Per-year Auditing Fees \$55,000
- 2) Annual Audit Fee Escalation Percentage 3%
- 3) Fee for Separate Single Audit \$ 3,500
- 4) Payment Terms & Billing Schedule Monthly Due Upon Presentation

INTERIM AUDITING REVIEW SERVICES (Alternate Proposal)

- 1) Total Cumulative Fee Per Year \$10,800
- 2) Annual Audit Fee Escalation Percentage 0%
- 3) Payment Terms & Billing Schedule Monthly Due Upon Presentation

5. Oliver & Joseph, PA, Brooksville, FL

All required documentation included; Drug Program Implemented

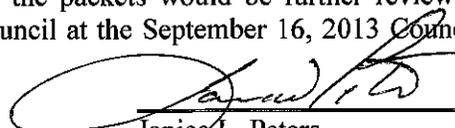
ANNUAL AUDITING SERVICES PROPOSAL

- 1) Annual Per-year Auditing Fees 2013 \$68,000; 2014 \$70,000; 2015 \$72,000
- 2) Annual Audit Fee Escalation Percentage 3%
- 3) Fee for Separate Single Audit \$5,000
- 4) Payment Terms & Billing Schedule Monthly Due Upon Receipt

INTERIM AUDITING REVIEW SERVICES (Alternate Proposal)

- 1) Total Cumulative Fee Per Year Standard Hourly Rates
 - a) Directors/Partners \$180
 - b) Managers \$125
 - c) Staff Accountant \$ 75
 - d) Clerical \$ 45
- 2) Annual Audit Fee Escalation Percentage 3%
- 3) Payment Terms & Billing Schedule Monthly Due Upon Receipt

City Clerk Peters stated for the record that the packets would be further reviewed by staff and their recommendations would be submitted to Council at the September 16, 2013 Council Meeting. The bid opening concluded at 3:30 p.m.


 Janice L. Peters,
 City Clerk

Attachment 2

AUDIT SERVICES
RFP NO.: F12013-05

	Clifton Larson Allen			McDermitt, Davis & Co.			Oliver & Co.			Purvis, Gray & Co.			Wells, Houser & Schatzel							
	AS	JD	JP	AS	JD	JP	AS	JD	JP	AS	JD	JP	AS	JD	JP					
A. Applicant Understanding of Requirements/Work Plan (10 Pts. Max.)	10	9	9	9	8	9	9	10	10	10	8	8	9	9	9					
B. Professional Qualifications/Related Governmental Exp. & Training of Assigned Reps (10 Pts. Max.)	10	9	9	9	7	8	9	6	8	9	10	10	10	8	9					
C. Qualifications & Experience of Principals of Firm in Governmental Auditing(10 Pts. Max.)	10	10	9	9	10	9	8	10	8	9	10	9	9	10	9					
D. Number of Qualified Personnel Assigned to Audit (10 Pts. Max.)	10	9	9	8	9	8	7	6	8	8	10	9	8	7	8					
E. Ability to Complete Requirements of Audit Timely (10 Pts. Max.)	10	10	9	8	10	9	7	10	10	9	10	10	10	10	9					
F. Reputation, References and Prior Experience (10 Pts. Max.)	10	10	10	9	9	7	8	6	8	9	10	9	9	8	8					
G. Size, Scope & Organizational Strength & Structure (5 Pts. Max.)	5	5	5	4	2	5	5	4	3	5	4	5	5	4	4					
H. Completeness of Proposal (5 Pts. Max.)	5	5	5	5	5	5	5	4	5	4	4	5	5	5	4					
I. Cost of Services (15 Pts. Max.)	14	14	14	15	15	15	15	11	11	11	12	12	12	13	13					
J. Certified Minority Business Enterprise (5 Pts. Max.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
K. Location of Local Office or Local Contact (10 Pts. Max.)	9	9	8	8	8	8	7	10	10	10	6	7	8	7	7					
	93	90	87	84	87	80	84	82	80	76	83	83	87	84	84	86	83	78	79	80
TOTAL POINTS	354			333			322			341			320			320				
AVERAGE SCORE	89			83			81			85			83			80				

- A. Applicant Understanding of Requirements/Work Plan (10 Pts. Max.)
- B. Professional Qualifications/Related Governmental Exp. & Training of Assigned Reps (10 Pts. Max.)
- C. Qualifications & Experience of Principals of Firm in Governmental Auditing(10 Pts. Max.)
- D. Number of Qualified Personnel Assigned to Audit (10 Pts. Max.)
- E. Ability to Complete Requirements of Audit Timely (10 Pts. Max.)
- F. Reputation, References and Prior Experience (10 Pts. Max.)
- G. Size, Scope & Organizational Strength & Structure (5 Pts. Max.)
- H. Completeness of Proposal (5 Pts. Max.)
- I. Cost of Services (15 Pts. Max.)
- J. Certified Minority Business Enterprise (5 Pts. Max.)
- K. Location of Local Office or Local Contact (10 Pts. Max.)

TOTAL POINTS
AVERAGE SCORE



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: GEORGE TURNER, POLICE CHIEF

SUBJECT: Ordinance No. 730-A - Noise From Vehicles

DATE: October 07, 2013

GENERAL SUMMARY/BACKGROUND: In November 2006 the City of Brooksville City Council passed Ordinance No. 730, which addressed/regulated noise from vehicles. A subsequent constitutional issue was raised which resulted in a stoppage of enforcement of said ordinance.

In 2013 the Florida Supreme Court ruled that the “plainly audible standard” was not unconstitutionally vague (*State v. Catalano, 104 So3d 1069, Fla 2013*). The Supreme Court ruling in this regard did address certain provisions in Ordinance 730 which requires an amendment to Article III, Chapter 82, Section 82-52. Ord. 730-A complies with this change.

IMPACT: There is no negative budget impact as a result of this ordinance.

LEGAL REVIEW: Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City Council has the power to conduct municipal functions and to adopt ordinances.

STAFF RECOMMENDATION: Staff recommends approval of Ord. No. 730-A.

ATTACHMENT: Ord. No. 730-A.

ORDINANCE NO. 730-A

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BROOKSVILLE, FLORIDA, ARTICLE III, CHAPTER 82, "NOISE FROM VEHICLES", SECTION 82-52 PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Code of Ordinances of the City of Brooksville, Florida, Chapter 82, Section 82-52 "Noise From Vehicles," is hereby amended as follows:

Chapter 82

TRAFFIC AND VEHICLES

. . .

ARTICLE III. NOISE FROM VEHICLES

Sec. 82-52. Operation of radios or other mechanical sound making devices or instruments in vehicles; exemptions.

- (a) It is unlawful for any person operating or occupying a motor vehicle on a street or highway to operate or amplify the sound produced by a radio, audio player, or other mechanical sound making device or instrument from within the motor vehicle so that the sound is:
 - (1) Plainly audible at a distance of 25 (twenty-five) or more feet from the motor vehicle; or
 - (2) Louder than necessary for the convenient hearing by persons inside the vehicle in areas adjoining churches, schools, or hospitals.
- (b) The provisions of this section shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law

enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

~~(c) The provisions of this section do not apply to motor vehicles used for business or political purposes, which in the normal course of conducting such business use sound making devices.~~

(dc) The provisions of this section do not apply to the noise made by a horn or other warning device required or permitted by Florida Statutes, Chapter 316.

(ed) A violation of this section is a noncriminal infraction.

SECTION 2. 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 3. 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 4. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 7TH DAY OF OCTOBER, 2013, A.D.

CITY OF BROOKSVILLE

ATTEST: _____
Janice L. Peters, CMC, City Clerk

By: _____
Lara Bradburn, Mayor

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

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

VOTE OF CITY COUNCIL

Bernardini _____
Bradburn _____
Burnett _____
Hohn _____
Johnston _____



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: RICHARD RADACKY, PUBLIC WORKS DIRECTOR
SUBJECT: QUESTIONS REGARDING WATER FLUORIDATION
DATE: OCTOBER 7, 2013

GENERAL SUMMARY/BACKGROUND: Following much discussion during the Fiscal Year 2014 budget process, City Council requested a couple of additional items of information for discussion/decision of City of Brooksville Water Fluoridation program.

Item 1. Mayor Bradburn requested information available regarding scientific studies and toxicology reports conducted by state/federal agencies, including Florida Department of Environmental Protection, US Environmental Protection Agency, US Center for Disease Control and Prevention, stating that fluoride is safe and effective.

Staff has not been able to locate information regarding the Mayor's request where these agencies have produced their own scientific studies or issued any type of toxicology report. In speaking with Florida Department of Health staff, it is our understanding that Hydrofluosilicic Acid is not considered a drug and therefore a "toxicology" report is not available.

Item 2. Vice Mayor Hohn requested the chemical make-up of the product previously used for water fluoridation in the City.

Hydrofluosilicic Acid, which the City of Brooksville has used as the source of fluoride in our water system, has been historically purchased through The Dumont Company, Inc. located in Oviedo, Florida. If the City Council were to decide to return fluoride to the City's water system, this is the company that we would use to obtain Hydrofluosilicic Acid (also known as HFS 2300).

Provided, as Attachment 1, is a letter that they provided to their customers earlier this year regarding their product, specifically the origin of materials and contaminant content, occurring naturally. Hydrofluosilicic Acid is purchased/imported as raw materials and then diluted with water to a 23% level for HFS 2300.

Page 2 of 2

October 7, 2013

RE: Questions Regarding Water Fluoridation

Following their letter is a Certificate of Compliance issued from the Underwriters Laboratories, Inc. (UL). UL is the accepted industry standard certifier for public water systems.

Should City Council elect to proceed with a water fluoridation program, staff will require approximately 30 to 45 days for implementation.

BUDGET IMPACT: Monies in the amount of \$10,000 has been designated in the Fiscal Year 2014 Budget of the Public Work Department, Water Division for water fluoridation program, should City Council approve.

LEGAL REVIEW: Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City Council has the power to conduct municipal functions and direct policy.

STAFF RECOMMENDATION: Staff requests direction from City Council.

Attachment 1

DUMONT

February 6, 2013

TO: All HFS Customers

FROM: Ron Cartwright, President

RE: Dumont's HFS 2300 Manufacturing Process

From time to time we receive questions concerning our HFS 2300. Most of the questions are in reference to the origin of materials and contaminant content. We have prepared the following information so that you can have a good understanding of our process:

Source of Raw Materials: We import the raw materials from Spain where it begins by being mined from fluor spar deposits by a company by the name of Derivados del Fluor. This is very different from the more common source in the US where the HFS is taken from a by-product stream from phosphate mining. Beginning with the mined product, Derivados then manufactures the final product to drinking water standards. They have a Health Registration number which is the method used to certify products in Europe similar to NSF and they are ISO 9000 certified. They are a major supplier of HFS in Europe. (See Derivados website at www.ddfluor.com)

Transporting: A highly concentrated solution of the final product is shipped in polyethylene tote containers inside a sealed ocean container and ultimately delivered to our facility in Apopka, FL.

Processing by Dumont: Dumont dilutes the concentrated solution to the 23% level which is the most commonly used solution in the US. The product is then stored in large polyethylene tanks and finally packaged in drums, totes or shipped in tankers to the final destination. This entire manufacturing process is visited twice a year unannounced by Underwriter's Laboratory (UL). UL is the ANSI accredited agency that certifies that the

raw materials and manufacturing process meet all requirements of the NSF Standard 60 for Drinking Water. During these visits, the entire process is observed and samples are taken of finished product for extensive testing in the UL laboratories.

Contaminants: The most common contaminant associated with HFS is Arsenic. We are fortunate that the area where the fluorospar is mined in Spain has a very low content of Arsenic. The Dumont HFS 2300 typically contains only 1 ppm of Arsenic while the more common by-product material contains up to 35 ppm. In addition, the total Heavy Metals content is less than half that of the byproduct material. (See attached Certificate of Analysis)

Summary: The HFS 2300 is the highest quality Hydrofluosilicic Acid that is currently available in the US. It is water white and low in Arsenic and Heavy Metals. This higher level of quality is achievable since it is not just a by-product of another process, but is a manufactured product that is designed for use in public drinking water systems.

Certificate of Compliance

Certificate Number **20090323 – MH46303E**
Report Reference **MH46303, March 09, 2008**
Issue Date **2009 March 23**

Page 1 of 1



Issued to: **DUMONT CO INC**
381 S CENTRAL AVE
OVIEDO, FL 32765 USA

This is to certify that representative samples of

Drinking Water Treatment Chemicals

Model Descriptions: HFS 4000, HFS 2300

Have been investigated by Underwriters Laboratories Inc.® in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety:

The basic standard used to investigate products in this category is ANSI/NSF 60-2005, "Drinking Water Treatment Chemicals - Health Effects."

Additional Information:

The following maximum use level restrictions:

Product	Maximum Use Level, mg/L
HFS 4000	3.4
HFS 2300	6.0

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product

Issued by: *Jim Larin*

Jim Larin, Customer Service Specialist
Underwriters Laboratories Inc.

Reviewed by: *Douglas Frederick*

Douglas Frederick, Section Manager II
Underwriters Laboratories Inc.

Any information and documentation involving UL Mark services are provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL.

For questions in The United States of America you may call 1-877-UL-HELPS.

DUMONT

HFS 2300

CERTIFICATE OF ANALYSIS

SOLD TO: City of Delray Beach

Quantity: 1400 Gallons

Shipping Date: 9/30/13

Trade Name: HFS2300

PO #:

Manufactured by: **Dumont Distribution Center**

Lot #: 091213

PROPERTY	SPECIFIED LIMITS	TYPICAL
Certified to ANSI/NSF Std 60		Pass
Appearance	Clear, water white liquid	Pass
Assay, % H ₂ SiF ₆	22.0-24.0%	23.1
HF, %	1.0 max	0.42
Specific Gravity	1.18-1.22	1.20
Heavy Metals, % as Pb	0.001 max	0.00018
As, %	0.0005 max	0.0001

I certify that all tests as stipulated in the required specifications were performed in accordance with approved test methods and that the results as reported are true, correct and within specified limits.

Tom Cartwright
Technician

The Dumont Company, Inc. – 381 S. Central Ave., Oviedo, FL 32765
800-330-1369 FAX: 800-524-9315

HFS 2300

Hydrofluosilicic Acid
Fluorosilicic Acid

DUMONT

- ANSI/NSF Standard 60 Certified
- Conforms to AWWA Std B703-94

- Consistent 23% Solution
- Low in Arsenic and Heavy Metals

Usage

HFS 2300 is used for fluoridation of drinking water. It is a crystal clear product that is manufactured consistently as a 23% solution. Since it is a manufactured product, it is very low in Arsenic and Heavy Metals. This makes it a good choice as a source of fluoride since the addition of other undesirable elements to your system is minimized.

Description

Appearance	Clear liquid
H ₂ SiF ₆ , %	23%
Specific Gravity	1.19 - 1.22
pH	<2.0
As, Typical %	.0001
Heavy Metals, Typical %	.0001
Color, PCU	<5.0

Application

This product should be applied using a metering pump and can be fed neat from the storage vessel without dilution. A day tank is required in most jurisdictions. Optimum dosage is 0.7 ppm as fluoride (F).

Handling

HFS 2300 is a corrosive and hazardous product but does not have a reportable spill quantity. Refer to UN1778 of the DOT guidelines. Avoid contact with skin or eyes and wash affected areas with water if contact is made. Refer to the MSDS for more detailed instructions.

Shipping

HFS 2300 is packaged in drums and totes as well as in bulk tanker loads and smaller through our Mini-Bulk service. Packaging should be non-metallic and non-glass.

Customer Service

Dumont can provide a complete chemical feed program to meet your water quality needs including equipment and set up. We deliver all chemicals used for drinking water systems and most are available through our Mini-Bulk service. For complete details on all of our products and services, please contact:

DUMONT

381 S. Central Ave. Oviedo, FL 32765
Ph: 800-330-1369 Fax: 800-524-9315
www.dumontchemicals.com

The information provided has been obtained from sources believed to be reliable and is accurate to the best of our knowledge. Government regulations and standards change without notice. Further, handling and use of the product is beyond our control. Dumont provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use.

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – October 7, 2013

1. **TYPE:** Letter
 DATED: August 15, 2013
 RECEIVED FROM: Firefighters' Pension Trust Fund Board
 ADDRESSED TO: Steve Baumgartner, Finance Director
 SUBJECT: Financial Statements

2. **TYPE:** Letter
 DATED: September 25, 2013
 RECEIVED FROM: The Hogan Law Firm
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Status of Mosquito Control

3. **TYPE:** Letter
 DATED: September 26, 2013
 SENT TO: John C. Emerson, Hernando County Property Appraiser
 FROM: City Clerk
 SUBJECT: Mosquito Control MSTU

FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES

85 Veterans Ave, Brooksville, FL 34601
352-540-3840 Fax- 352-544-5462

August 15, 2013

08-21-13 P03:49 IN

Steve Baumgartner, Finance Director
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Dear Steve:

Enclosed are the financial statements as of September 30, 2012 Firefighters Retirement Trust Fund as prepared by the Board's CPA firm of Davidson, Jamieson and Cristini., for your information.

Should you have any questions, feel free to contact me.

Sincerely,



SUSAN MAE McCRARY
Adm. Asst.

for the Board

cc: Jim De Lach, Asst. Finance Director
T. Jennene Norman-Vacha, City Manager

CTN
10-07-13
JW

**CITY OF BROOKSVILLE
FIREFIGHTERS' RETIREMENT
TRUST FUND**

FINANCIAL STATEMENTS
September 30, 2012

DAVIDSON, JAMIESON & CRISTINI, P.L.
Certified Public Accountants

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

September 30, 2012

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Davidson, Jamieson & Cristini, P.L.
Certified Public Accountants

1956 Bayshore Boulevard
Dunedin, Florida 34698-2503
(727)734-5437 or 736-0771
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Members of the Firm
John N. Davidson, CPA, CVA
Harry B. Jamieson, CPA
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Jeanine L. Bittinger, CPA, CPPT

Member
American Institute of
Certified Public Accountants
Florida Institute of
Certified Public Accountants

The Board of Trustees
City of Brooksville Firefighters'
Retirement Trust Fund
Brooksville, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying statements of plan net assets of the Brooksville Firefighters' Retirement Trust Fund (Plan), as of September 30, 2012 and 2011 and the related statements of changes in plan net assets for the years then ended. These financial statements are the responsibility of the Board of Trustees. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the plan net assets of the Brooksville Firefighters' Retirement Trust Fund as of September 30, 2012 and 2011 and the changes in plan net assets for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The Board of Trustees
Brooksville Firefighters' Retirement Trust Fund
Brooksville, Florida

Our audits were made for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying required supplementary information on pages 20 through 22 of the City of Brooksville Firefighters' Retirement Trust Fund is required by Governmental Accounting Standards Board Statement No. 25 and is not a required part of the basic financial statements. The above information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The Brooksville Firefighters' Retirement Trust Fund has not presented the Management's Discussion and Analysis that the Governmental Accounting Standards Board under its Statement No. 34 has determined is necessary to supplement, although not required to be a part of the basic financial statements.

June 18, 2013

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

STATEMENTS OF PLAN NET ASSETS

September 30, 2012 and 2011

	<u>Assets</u>	
	<u>2012</u>	<u>2011</u>
Cash	\$ 500	\$ 1,090
Receivables:		
Employer	24,780	9,023
Participants	-	788
State excise tax rebate supplement	28,730	10,955
Interest and dividends	20,992	21,731
Broker-dealers	<u>205,116</u>	<u>124,753</u>
Total receivables	279,618	167,250
Investments at fair value:		
U.S. government securities	186,504	156,343
U.S. government agencies	646,767	588,861
Corporate obligations	1,039,476	997,622
Common stock	2,299,486	1,790,493
International equity investment fund	591,681	520,974
Temporary investments	<u>152,091</u>	<u>165,379</u>
Total investments	4,916,005	4,219,672
Prepaid expenses	<u>2,291</u>	<u>2,073</u>
Total assets	5,198,414	4,390,085
	<u>Liabilities</u>	
Accounts payable	13,810	13,398
Accounts payable, broker-dealers	<u>228,821</u>	<u>154,683</u>
Total liabilities	<u>242,631</u>	<u>168,081</u>
Plan net assets held in trust for pension benefits	<u>\$ 4,955,783</u>	<u>\$ 4,222,004</u>

See Notes to Financial Statements.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

STATEMENTS OF CHANGES IN PLAN NET ASSETS

Years ended September 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Additions:		
Contributions:		
Employer	\$ 227,759	\$ 218,700
Plan members	<u>21,397</u>	<u>25,139</u>
Total contributions	249,156	243,839
Intergovernmental revenue:		
State excise tax rebate	52,910	74,234
State excise tax rebate supplement	<u>28,730</u>	<u>10,955</u>
Total intergovernmental revenue	81,640	85,189
Investment income (loss):		
Net investment appreciation (depreciation) in fair value of investments	650,004	(105,307)
Interest	83,913	87,874
Dividends	23,118	61,534
Other	<u>131</u>	<u>131</u>
Total investment income	757,166	44,232
Less investment expenses	<u>41,303</u>	<u>44,286</u>
Net investment income (loss)	<u>715,863</u>	<u>(54)</u>
Total additions	1,046,659	328,974
Deductions:		
Benefits:		
Age and service	278,768	272,355
Disability	-	6,527
Drop payments	-	-
Refunds of contributions	7,930	6,761
Administrative expenses	<u>26,182</u>	<u>21,402</u>
Total deductions	<u>312,880</u>	<u>307,045</u>
Net increase	733,779	21,929
Plan net assets held in trust for pension benefits:		
Beginning of year	<u>4,222,004</u>	<u>4,200,075</u>
End of year	<u>\$ 4,955,783</u>	<u>\$ 4,222,004</u>

See Notes to Financial Statements.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

1. Description of the Plan

The following brief description of the Brooksville Firefighters' Retirement Trust Fund (Plan) is provided for general information purposes only. Participants should refer to the Plan Agreement for more complete information.

General - The Plan was created in 1941 under a City Ordinance in accordance with Chapters 19 and 112, Laws of Florida, Acts of 1939 as amended. The Plan was substantively amended in 1986, 2002, 2004, 2005, 2009, and 2010.

The Plan is a defined benefit pension plan covering all full-time firefighters and volunteers carried in the active membership rolls of the Fire Department of the City of Brooksville, Florida (City). Participation in the Plan is required as a condition of employment. The Plan provides for pension, death and disability benefits. In addition, the Plan is a local law plan subject to provisions of Chapter 175 of the State of Florida Statutes.

The Plan, in accordance with the above statutes, is governed by a five member pension board. Two firefighters, two City residents and a fifth member elected by the other four members constitute the pension board. The City and the Plan participants are obligated to fund all Plan costs based upon actuarial valuations. The City of Brooksville establishes the Plan's benefit levels and the Board of Trustees approves the actuarial assumptions used in the determination of contribution levels.

During the fiscal year ended September 30, 2012, the Plan's membership consisted of:

Retirees and beneficiaries:

Currently receiving benefits	
DROP retirees	12
Terminated employees entitled to benefits but not yet receiving them	2
	<u>9</u>
Total	<u>23</u>

Current employees (including volunteer firefighters):

Vested	7
Nonvested	14
	<u>21</u>
Total	<u>21</u>

At September 30, 2011, the date of the most recent actuarial valuation, there were 13 retirees and beneficiaries receiving benefits.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

1. Description of Plan (Continued)

Pension Benefits - The pension plan provides retirement, death and disability benefits for its participants. A participant may retire with normal benefits after reaching age 55 and accumulating 10 or more years of credited service at age 60 regardless of credited years of service or the completion of 20 years of credited service regardless of age. Normal retirement benefits shall equal 3.1% of the participant's average final compensation times the number of his or her credited service years. The final average salary for purposes of calculating benefits is the greater of the participant's average salary during the highest 5 years of a participant's last ten years of credited service or the participant's career average as a full-time firefighter.

A participant with 10 or more years of credited service is eligible for deferred retirement. These benefits begin upon application on or after reaching age 50 and are computed the same as normal retirement, based upon the participant's final average salary and credited service at the date of termination. Benefits are reduced 3% per year for each year by which the participant's age at retirement preceded the participant's normal retirement age.

Deferred Retirement Option Plan - Any Plan participant who is eligible to receive an early or normal retirement pension may elect to participate in a deferred retirement option plan (DROP) while continuing his or her active employment as a firefighter. Upon participation in the DROP, the participant becomes a retiree for all Plan purposes so that he or she ceases to accrue any further benefits under the pension plan. Normal retirement payments that would have been payable to the participant as a result of retirement are accumulated and invested in the DROP to be distributed to the participant upon his or her termination of employment. Participation in the DROP ceases for a Plan participant after sixty months.

Partial Lump Sum Option Plan (PLOP) - A participant that does not elect to participate in the DROP may elect to receive an initial lump-sum payment equal to 10%, 15%, 20% or 25% of the participant's accrued benefit with the remaining 90%, 85%, or 75%, respectively, payable in a form elected by the participant.

Cost of Living Adjustments - A three percent post retirement cost of living adjustment is provided for normal and early retirees who have attained age 55 on or before January 1st. The last adjustment will be made on the January 1st following the year that the retiree attains age sixty-five.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

2. Description of Plan (Continued)

Disability Benefits - Disability benefits for service related disabilities are paid to a participant for life. Benefits are calculated at 3% of the participant's average final compensation multiplied by the total years of credited service but will not be less than 42% of the participant's average final compensation.

Disability benefits for non-service related disabilities are paid to a participant for life. Benefits are calculated as the accrued normal retirement amount if the disability occurs after normal retirement eligibility. If the disability occurs before normal retirement eligibility and the participant has completed ten or more years of credited service, the disability benefit is computed as the normal retirement benefit.

Death Benefits - Preretirement death benefits for service related deaths are payable to the participant's eligible beneficiary for ten years. Benefits are calculated as for normal or early retirement as of the date of death.

Refund of Participant Contributions - A participant who terminates employment and is ineligible for pension benefits is refunded his or her contribution without interest.

2. Summary of Significant Accounting Policies

Basis of Accounting - Basis of accounting is the method by which revenues and expenses are recognized in the accounts and are reported in the financial statements. The accrual basis of accounting is used for the Plan. Under the accrual basis of accounting, revenues are recognized when they are earned and collection is reasonably assured, and expenses are recognized when the liability is incurred. Plan member contributions are recognized in the period in which the contributions are due. City contributions to the plan as calculated by the Plan's actuary, are recognized as revenue when due and the City has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

Basis of Presentation - The accompanying financial statements are presented in accordance with Governmental Accounting Standards Board (GASB) Statement 25, *Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans* and the Codification of Governmental Accounting and Financial Reporting Standards which covers the reporting requirements for defined benefit pensions established by a governmental employer. The accompanying financial statements include solely the accounts of the Plan which include all programs, activities and functions relating to the accumulation and investment of the assets and related income necessary to provide the service, disability and death benefits required under the terms of the Plan and the amendments thereto.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

2. Summary of Significant Accounting Policies (Continued)

Valuation of Investments - Investments in common stock and bonds traded on a national securities exchange are valued at the last reported sales price on the last business day of the year; securities traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the mean between the past reported bid and asked prices; investments in securities not having an established market value are valued at fair value as determined by the Board of Trustees. The fair value of an investment is the amount that the Plan could reasonably expect to receive for it in a current sale between a willing buyer and a willing seller, other than in a forced or liquidation sale. Purchases and sales of investments are recorded on a trade date basis.

Investment income is recognized on the accrual basis as earned. Unrealized appreciation in fair value of investments includes the difference between cost and fair value of investments held. The net realized and unrealized investment appreciation or depreciation for the year is reflected in the Statement of Changes in Plan Net Assets.

Custody of Assets - Custodial and investment services are provided to the Plan under contract with a national trust company having trust powers. The Plan's investment policies are governed by Florida State Statutes and ordinances of the City of Brooksville, Florida.

Authorized Plan Investments - The Board recognizes that the obligations of the Plan are long-term and that its investment policy should be made with a view toward performance and return over a number of years. The general investment objective is to obtain a reasonable total rate of return defined as interest and dividend income plus realized and unrealized capital gains or losses commensurate with the prudent investor rule and Chapter 175 of the Florida Statutes.

Permissible investments include obligations of the U.S. Treasury and U.S. agencies, high capitalization common or preferred stocks, pooled equity funds, high quality bonds or notes and fixed income funds. In addition, the Board requires that Plan assets be invested with no more than 65% in stocks and convertible securities measured at market value at the end of each reporting period. Further information regarding the permissible investments from the Plan can be found in the Plan's Investment Policy Statement.

Actuarial Cost Method - The Plan has elected the Entry Age Normal method for funding purposes. This method involves the systematic funding of the normal lost and the unfunded accrued (past service) liability.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

2. Summary of Significant Accounting Policies (Continued)

Reporting Entity - The financial statements presented are only for the Plan and are not intended to present the basic financial statements of the City of Brooksville, Florida.

The Plan is a pension trust fund (fiduciary fund type) of the City which accounts for the single employer defined benefit pension plan for all City Firefighters. The provisions of the Plan provides for retirement, disability and survivor benefits.

The Plan is included in the City's Comprehensive Annual Financial Report (CAFR) for the years ended September 30, 2012 and 2011, which are separately issued documents. Anyone wishing further information about the City is referred to the City's CAFR.

Funding Policy - Participants are required to contribute 3.29% of their annual earnings to the Plan effective October 1, 2010. Prior to October 1, 1993, contributions to the System were made on an after-tax basis. Subsequent to this date, contributions are made on a pre-tax basis pursuant to an amendment to the Plan. These contributions are designated as employer contributions under Section 414(h)(2) of the Internal Revenue Code. Contribution requirements of the Plan's participants are established and may be amended by the City of Brooksville, Florida.

A rehired member may buy back one or more years of continuous past service by paying into the Plan the amount of contributions that the participant would otherwise have paid for such continuous past service, plus the interest that would have been earned had such funds been invested by the Plan during that time.

The City's funding policy is to make actuarially computed monthly contributions to the Plan in amounts, such that when combined with participants' contributions and the State insurance excise tax rebate, all participants' benefits will be fully provided for by the time that they retire.

The City's actuarially determined contribution rate for the year ended September 30, 2012 and 2011 was 31.44% and 26.9%, respectively. This rate consists of 23.42% and 19.2% of member salaries to pay normal costs plus 8.02% and 7.7% to amortize the unfunded actuarially accrued liability pursuant to the September 30, 2011 actuarial valuation.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS September 30, 2012 and 2011

2. Summary of Significant Accounting Policies (Continued)

Administrative Costs - All administrative costs of the Plan are financed through investment earnings. The Plan has no undue investment contributions.

Federal Income Taxes - A favorable determination letter indicating that the Plan is qualified and exempt from Federal income taxes has not been issued by the Internal Revenue Service. The Board believes that the Plan is designed and continues to operate in compliance with the applicable requirements of the Internal Revenue Code.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Risk and Uncertainties - The Plan invests in a variety of investment funds. Investments in general are exposed to various risks, such as interest rate, credit, and overall volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

Subsequent Events - Management has adopted the provisions set forth in GASB Statement No. 56, *Subsequent Events*, and considered subsequent events through the date of the audit report which is the date that the financial statements were available to be issued.

3. Investments

Investment management fees are calculated quarterly as a percentage of the fair market value of the Plan's assets managed.

The Plan's investments are segregated into separate accounts and managed under investment agreements with Dana Investment Advisors, Inc. (Dana) and Agincourt Capital Management, LLC (Agincourt). These accounts give Salem Trust Company (Salem) the custodianship, but gives Dana and Agincourt the authority to manage the investments. Investment management fees are calculated quarterly as a percentage of fair market value of the Plan's assets managed.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

3. Investments (Continued)

The Plan's investments are uninsured and unregistered and are held in the custodian's of the Bank's accounts in the Plan's name.

The Plan carried no investments that individually represented 5% or more of the Plan's net assets available for benefits as of September 30, 2012.

The Plan also has no instrument that, in whole or in part, is accounted for as a derivative instrument under GASB statement No. 53, Accounting and Financial Reporting for Derivative Instruments during the current Plan year.

The Plan held the following fixed income investments as of September 30, 2012:

Investment Type	Fair Value	Rating	
		Standard & Poor's	Effective Duration (Years)
U.S. government securities	\$ 186,504	AA	5.2
U.S. government agencies	646,767	AA	6.3
Corporate obligations	1,039,476	BBB-AA	3.9
Temporary investment funds	<u>152,091</u>	AAA	Daily
Total investments	<u>\$ 2,024,838</u>		

Interest Rate Risk - Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater exposure to interest rate risk. Through its investment policies the Plan manages its exposure to fair value losses rising from increasing interest rates. The Plan limits the effective duration of its investment portfolio through the adoption of the Merrill Lynch Government/Corporate Bond Index bench mark.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

3. Investments (Continued)

Credit Risk - Credit risk is the risk that a debt issuer will not fulfill its obligations. Consistent with state law the Plan's investment guidelines limit its fixed income investments to a quality rating of "A" or equivalent as rated by Moody's or by Standard & Poor's bond rating services at the time of purchase. Fixed income investments which are downgraded below the minimum rating must be liquidated at the earliest beneficial opportunity.

Custodial Credit Risk - Custodial credit risk is defined as the risk that the Plan may not recover cash and investments held by another party in the event of a financial failure. The Plan requires all securities to be held by a third party custodian in the name of the Plan. Securities transactions between a broker-dealer and the custodian involving the purchase or sale of securities must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. The investments in mutual funds and investment partnerships are considered *unclassified* pursuant to the custodian credit risk categories of GASB Statement No. 3, because they are not evidenced by securities that exist in physical or book-entry form.

Investment in Foreign Markets - Investing in foreign markets may involve special risks and considerations not typically associated with investing in companies in the United States of America. These risks include revaluation of currencies, high rates of inflation, repatriation restrictions on income and capital, and future adverse political, social, and economic developments. Moreover, securities of foreign governments may be less liquid, subject to delayed settlements, taxation on realized or unrealized gains, and their prices are more volatile than those of comparable securities in U.S. companies.

Foreign Tax Withholdings and Reclaims - Withholding taxes on dividends from foreign securities are provided for based on rates established via treaty between the United States of America and the applicable foreign jurisdiction, or where no treaty exists at the prevailing rate established by the foreign country. Foreign tax withholdings are reflected as a reduction of dividend income in the statement of operations. Where treaties allow for a reclaim of taxes, the Plan will make a formal application for refund. Such reclaims are included as an addition to dividend income.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS
September 30, 2012 and 2011

4. Plan's Funded Status

The Plan's funded status as of October 1, 2011 actuarial valuation is presented below:

<u>Actuarial Valuation Date September 30</u>	<u>Actuarial Value of Assets</u>	<u>Actuarial Accrued Liability</u>	<u>Unfunded Actuarial Accrued Liability</u>	<u>Actuarial Value of Assets as a Percentage of the Actuarial Accrued Liability</u>	<u>Annual Covered Payroll</u>	<u>Ratio of the Unfunded Actuarial Liability to Covered Payroll</u>
2011	\$ 4,484,550	\$ 6,219,138	\$ 1,734,588	72.11%	\$ 687,564	252.28%

The required schedule of funding progress immediately following the notes to the financial statements presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

The actuarial methods and significant assumptions used are summarized as follows:

- (a) Actuarial cost method - Entry Age Normal
- (b) Asset valuation method - Four years smoothed market
- © Actuarial assumptions:
 - Investment rate of return - 7.75%
 - Post retirement benefit increases - 3.0% (age 55 to 65)
 - Projected salary increases - 6.50%
 - Inflation rate - 3.00%
- (d) Amortization method - Level percent of pay - closed
- (e) Remaining amortization period - 28 years

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

**5. Net Increase (Decrease) in Realized and
Unrealized Appreciation (Depreciation) of Investments**

The Plan's investments appreciated (depreciated) in value during the year ended September 30, 2012 and 2011 as follows:

	2012		
	Realized Appreciation (Depreciation)	Unrealized Appreciation (Depreciation)	Total
U.S. government securities	\$ 15,755	\$ (11,754)	\$ 4,001
U.S. government agencies	3,659	(674)	2,985
Corporate obligations	6,072	33,575	39,647
International stock	115,906	-	115,906
International equity investment fund	(678)	(9,781)	(10,459)
Common stock	50,143	447,781	497,924
	<u>\$ 190,857</u>	<u>\$ 459,147</u>	<u>\$ 650,004</u>
Net increase (decrease) in realized and unrealized appreciation (depreciation) of investments			
	2011		
	Realized Appreciation (Depreciation)	Unrealized Appreciation (Depreciation)	Total
U.S. government securities	\$ 11,799	\$ 537	\$ 12,336
U.S. government agencies	(185)	371	186
Corporate obligations	18,148	(36,984)	(18,836)
International stock	33,300	(202,533)	(169,233)
Common stock	162,679	(92,439)	70,240
	<u>\$ 225,741</u>	<u>\$ (331,048)</u>	<u>\$ (105,307)</u>
Net increase (decrease) in realized and unrealized appreciation (depreciation) of investments			

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS
September 30, 2012 and 2011

**5. Net Increase (Decrease) in Realized and
Unrealized Appreciation (Depreciation) of Investments (Continued)**

The calculation of realized gains and losses is independent of the calculation of net appreciation (depreciation) in the fair value of plan investments.

Unrealized gains and losses on investments sold in 2012 that had been held for more than one year were included in net appreciation (depreciation) reported in the prior year.

6. Investments

Investments at both fair value and cost as of September 30, 2012 and 2011, are summarized as follows:

	2012	
Investment	Cost	Fair Value
U.S. government securities	\$ 178,456	\$ 186,504
U.S. government agencies	606,896	646,767
Corporate obligations	955,918	1,039,476
Common stock	1,797,957	2,299,486
International equity investment fund	601,463	591,681
Temporary investments	152,091	152,091
Total	<u>\$ 4,292,781</u>	<u>\$ 4,916,005</u>

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

6. Investments (Continued)

2011		
Investment	Cost	Fair Value
U.S. government securities	\$ 136,542	\$ 156,343
U.S. government agencies	548,317	588,861
Corporate obligations	947,639	997,622
Common stock	1,736,745	1,790,493
International stock	640,923	520,974
Temporary investments	165,379	165,379
Total	<u>\$ 4,175,545</u>	<u>\$ 4,219,672</u>

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

7. Administrative and Investment Expenses

Administrative and investment expenses for the year ended September 30, 2012 and 2011 are summarized as follows:

	2012		2011	
	Administrative Expenses	Investment Expenses	Administrative Expenses	Investment Expenses
Administrative and investment expenses:				
Actuary fees	\$ 13,917	\$ -	\$ 9,348	\$ -
Legal fees	4,564	-	4,667	-
Audit fees	5,500	-	5,000	-
Fiduciary insurance	2,073	-	2,038	-
Performance monitor	-	15,500	-	15,500
Office supplies and expense	128	-	77	-
Seminars and travel	-	-	272	-
Agincourt Capital Management, LLC - Management Fee	-	4,632	-	4,574
Dana Investment Advisors, Inc. - Management Fee	-	15,671	-	17,897
Salem Trust Company - Custodian's Fee	-	5,500	-	6,315
	<u>\$ 26,182</u>	<u>\$ 41,303</u>	<u>21,402</u>	<u>44,286</u>
Total administrative and investment expenses	<u>\$ 26,182</u>	<u>\$ 41,303</u>	<u>21,402</u>	<u>44,286</u>
Plan net assets				
Percentage of administrative and investment expenses to Plan net assets	<u>0.53%</u>	<u>.83%</u>	<u>0.51%</u>	<u>1.04%</u>

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS
September 30, 2012 and 2011

8. Plan Amendments

The Plan was not amended during the fiscal years ended September 30, 2012 or September 30, 2011.

9. Designations

A portion of the plan net assets are designated for benefits that accrue in relation to the Share account and DROP accounts as further described in Note 1. Allocations to the DROP accounts for the year ended September 30, 2012 and are presented below as determined in the most recent quarterly actuarial calculation available as of September 30, 2012.

Designated for DROP accounts (fully funded)	\$ 140,732
Total designated plan net assets	140,732
Undesignated plan net assets	4,815,051
Total plan net assets	\$ 4,955,783

10. Mortgaged-Backed Securities

The Plan invests in mortgage-backed securities representing interests in pools of mortgage loans as part of its interest rate risk management strategy. The mortgage-backed securities are not used to leverage investments in fixed income portfolios. The mortgage-backed securities held by the Plan were guaranteed by federally sponsored agencies such as: Government National Mortgage Association, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation.

All of the Plan's financial investments are carried at fair value on the Statement of Plan Net Assets included in investments. The gain or loss on financial instruments is recognized and recorded on the Statement of Changes in Plan Net Assets as part of investment income.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO FINANCIAL STATEMENTS

September 30, 2012 and 2011

11. Plan Termination

Although it has not expressed an intention to do so, the City may terminate the Plan at any time by a written ordinance of the City Commission of Brooksville, duly certified by an official of the City. In the event that the Plan is terminated or contributions to the Plan are permanently discontinued, the benefits of each firefighter in the Plan at such termination date would be non-forfeitable.

12. Commitments and Contingencies

As described in Note 1, certain members of the Plan are entitled to refunds of their accumulated contributions, without interest, upon termination of employment with the City prior to being eligible for pension benefits. At September 30, 2011 aggregate contributions from active members of the Plan were approximately \$209,000. The portion of these contributions which are refundable to participants who may terminate with less than ten years of service has not been determined.

13. Actuarial Assumption/Method Changes

There were two actuarial assumption/methodology changes as of October 1, 2011 as follows:

- A. The interest rate was lowered from 8.0% to 7.75% per year compounded annually net of investment related expenses.
- B. The previously assumed turnover rates have been doubled for all ages.

Implementing this change resulted in an initial funding decrease of 6.47%.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

SCHEDULE OF FUNDING PROGRESS
September 30, 2002 through September 30, 2011

Actuarial Valuation Date <u>September 30</u>	Actuarial Value of Assets <u>(a)</u>	Actuarial Accrued Liability (AAL) Entry Age <u>(b)</u>	Unfunded AAL (UAAL) <u>(b-a)</u>	Funded Ratio <u>a/b</u>	Active Participant Covered Payroll <u>©</u>	UAAL as Percentage of Active Participant Covered Payroll <u>(b-a)/©</u>
2002	\$ 3,472,481	\$ 3,837,065	\$ 364,584	90.50%	449,732	81.07%
2003	3,529,952	3,839,675	309,723	91.93	490,491	63.15
2004	3,558,913	4,059,601	500,688	87.67	520,010	96.28
2005	3,790,259	4,497,765	707,506	84.27	603,701	117.19
2006	4,029,916	4,672,236	642,300	86.25	676,103	95.00
2007	4,335,385	5,071,858	736,473	85.48	721,491	102.08
2008	4,330,318	5,486,712	1,156,394	78.92	805,384	143.58
2009	4,421,906	5,732,264	1,310,358	77.14	731,397	157.61
2010	4,527,289	5,896,346	1,369,057	76.78	750,916	182.32
2011	4,484,550	6,219,138	1,734,138	72.11	687,564	252.28

Analysis of the dollar of actuarial value of assets, actuarial accrued liability, or unfunded actuarial accrued liability in isolation can be misleading. Expressing the actuarial value of assets as a percentage of the actuarial accrued liability provides one indication of the system's funded status on a going-concern basis. Analysis of this percentage over time indicates whether the system is becoming financially stronger or weaker. Generally, the greater this percentage, the stronger the plan.

The unfunded actuarial accrued liability and annual covered payroll are both affected by inflation. Expressing the unfunded actuarial accrued liability as a percentage of covered payroll approximately adjusts for the effects of inflation and aids analysis of the progress being made in accumulating sufficient assets to pay benefits when due. Generally, the smaller this percentage, the stronger the plan.

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

SCHEDULE OF CONTRIBUTIONS FROM THE CITY
 September 30, 2003 through September 30, 2012

Year Ended September 30	City	
	Annual Required Contribution	Percentage Contributed
2003	\$ 26,895	100.0%
2004	60,422	100.0
2005	97,317	100.0
2006	122,852	100.0
2007	135,563	100.0
2008	165,510	100.0
2009	180,243	100.0
2010	196,222	100.0
2011	218,700	100.0
2012	227,759	100.0

CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND

NOTES TO THE ADDITIONAL SCHEDULES
September 30, 2002 through September 30, 2012

The information presented in the supplementary schedules on pages 20 and 21 was determined as part of the actuarial valuations at the dates indicated. Additional information as of the latest actuarial valuation follows:

Valuation date	September 30, 2011
Actuarial cost method	Entry age normal
Amortization method	Level percent of payroll, closed
Remaining amortization period	28 years
Asset valuation method	Four year smoothed market
Actuarial assumptions:	
Investment rate of return	7.75%
Projected salary increases	6.5%
Inflation rate	3.0%
Cost of living adjustments (age 55 to 65)	3.0%

MEMORANDUM

**TO: T. JENNENE NORMAN-VACHA
CITY MANAGER
CITY OF BROOKSVILLE**

**FROM: JAMES FISHER, ESQ.
THE HOGAN LAW FIRM AS CITY ATTORNEY**

**SUBJECT: THE STATUS OF MOSQUITO CONTROL FOR FISCAL YEAR OCTOBER 1, 2013
THROUGH SEPTEMBER 30, 2014.**

DATE: SEPTEMBER 25, 2013.

FACTUAL BACKGROUND AND CURRENT STATUS OF MOSQUITO CONTROL SERVICES:

On April 15, 2013, during the Regular Meeting, the City of Brooksville approved Ordinance No. 835. This Ordinance was voted upon and approved by a unanimous vote of the Brooksville City Council.

In Section 5 of the Ordinance, the City Council expressly stated that Ordinance No. 835 becomes null and void in the event that the City of Brooksville and Hernando County could not come to an agreement on an interlocal agreement for mosquito control services before July 1, 2013. Section 5 is provided as follows:

SECTION 5. Approval for Fiscal Year 2014. In the event that the City of Brooksville and Hernando County cannot reach an Interlocal Agreement for mosquito control services before July 1, 2013, this Ordinance will become null and void.

A copy of the entire executed Ordinance and its attachments are attached as Exhibit 1.

Thereafter, the Brooksville City Staff worked with the Hernando County Attorney's Office to draft an interlocal agreement that was satisfactory for both parties. Unfortunately, the Hernando County Attorney's Office would not agree with any version of any interlocal agreement offered by City Staff.

Nonetheless, in spite of Ordinance 835 becoming null and void, the City Staff continued to negotiate in earnest with the Hernando County Attorney's Office. As late as September 4, 2013, the City of Brooksville's attorney sent a proposed interlocal agreement to the Hernando County Attorney's Office with a cover letter. A copy of the cover letter and the

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City's proposed interlocal agreement is attached as Exhibit 2. On September 9, 2013, the city attorney received an e-mail from Deputy County Attorney, Jon Jouben, Esq., indicating that the County Administrator and the Assistant County Administrator would not agree to the proposed final offer¹. A copy of the e-mail is attached as Exhibit 3.

As of today's date, Ordinance No. 835 is null and void. The Hernando County Deputy County Attorney, however, indicated in his September 9, 2013, e-mail that Hernando County will continue to provide mosquito control services through the end of the upcoming fiscal year, September 30, 2014. See Exhibit 3.

Based on the above, we await further instruction.

JKF/KS

¹ The city attorney never used the words "final" or "offer".

EXHIBIT

ONE

ORDINANCE NO. 835

AN ORDINANCE OF THE CITY OF BROOKSVILLE, CONSENTING TO BE INCLUDED IN THE HERNANDO COUNTY MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT CREATED BY HERNANDO COUNTY ORDINANCE NO. 2011-11; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hernando County Board of County Commissioners created the Hernando County MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT (hereinafter, "the Unit") by its Ordinance No. 2011-11; and,

WHEREAS, Section 6 of the Hernando County Ordinance No. 2011-11 provides that "The provisions of this ordinance creating a MSTU shall not be effective within any municipality in Hernando County unless and until such municipality consents by ordinance in accordance with the provisions of Section 125.01(1)(g), Florida Statutes, as it may be amended from time to time, to the imposition of the MSTU within the municipality;" and,

WHEREAS, the City of Brooksville anticipates the approval of an interlocal agreement with Hernando County which will provide for the development of a comprehensive long-range county-wide mosquito control program with project funding and implementation schedules; and,

WHEREAS, the City of Brooksville City Council deems it to be advisable to consent to inclusion of the City of Brooksville in the Unit for the purposes of mosquito control;

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

It is hereby ascertained, determined and declared that:

SECTION 1. Authorization. The Board of County Commissioners of Hernando County, Florida, ("the County"), has enacted ordinances authorizing the County to create or identify a municipal service taxing or benefit unit for other specific geographic areas within which the County imposes and collects tax revenue for mosquito control services.

SECTION 2. Determination of Inclusion. The Brooksville City Council has determined that the inclusion of the incorporated area of the City within the Unit is in the best interest of the owners of property within the corporate limits of the City.

SECTION 3. Consent of City. The Brooksville City Council hereby consents to the inclusion of all of the incorporated area of Brooksville, Florida, within the Unit created by Hernando County Ordinance Number 2011-11; provided, however, that such consent shall automatically be revoked if the millage levied by the County exceeds 0.1000. Such consent shall become effective upon adoption of this Ordinance. The City Council finds that the provision of mosquito control services is an essential municipal purpose.



SECTION 4. Annual Renewal of Consent. Consent of the Brooksville City Council given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such consent is subsequently withdrawn as provided herein. The City Council may only withdraw such consent for any subsequent fiscal year by adopting an ordinance abandoning its consent and providing a certified copy of such ordinance to the County prior to May 1, preceding the fiscal year for which consent is being withdrawn.

SECTION 5. Approval for Fiscal Year 2014. In the event that the City of Brooksville and Hernando County cannot reach an Interlocal Agreement for mosquito control services before July 1, 2013, this Ordinance will become null and void.

SECTION 6. 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 7. 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 8. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

SECTION 9. This Ordinance supersedes prior Ordinance Number 829, approved and adopted by the Brooksville City Council on June 4, 2012.

CITY OF BROOKSVILLE

Attest: 
Janice L. Peters, CMC, City Clerk

By: 
Lara Bradburn, Mayor

PASSED on First Reading April 15th, 2013
NOTICE Published on April 26, 2013
PASSED on Second & Final Reading May 6, 2013

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

VOTE OF COUNCIL:

Bernardini AYE
Bradburn AYE
Burnett AYE
Hohn AYE
Johnston AYE


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

**CITY OF BROOKSVILLE
WORK PLAN FOR MOSQUITO CONTROL
FISCAL YEAR 2013 /2014**

Chapter 388, F.S and 5E-13.022 F.A.C
Telephone: (850) 922-7011; SunCom 292-7011; Fax (850) 413-7044

LARVICIDES PLEASE REFERENCE ENCLOSED CHEMICAL DATA SHEET BE SURE TO LIST % OF ACTIVE INGREDIENT	L I Q U I D	S A N D	S O L I D	S O L I D	L I Q U I D	S A N D	PROJECTED PURCHASE GALLONS/POUNDS/UNITS
Vectobac 12AS Bti 11.61% 275-102			X				2 (\$32.00 X 2 = \$64.00) 8 ACRES
Vectomax WSP BS 2.7% Bti 4.95% 73049-429			X				168 (\$1.72 X 168 = \$289) 0.2 ACRES
Vectolex WSP BS 7.5% 73049-20			X				(\$1.07 X 294 = \$315) 0.3 ACRES
BIOLOGICAL CONTROL							
	NUMBER OF RELEASE SITES		TOTAL NUMBER OF RELEASES			AVERAGE NO. PER RELEASE	
FISH PLACEMENT	50		1,500			30	
OTHER PREDATORS	NO						
III. DESCRIPTION OF PROGRAM ELEMENTS							
SURVEILLANCE							
NUMBER OF CITIZEN COMPLAINTS PER YEAR (ESTIMATE)					150		
BASIC METHODS USED FOR MOSQUITO POPULATION MEASUREMENT	TOTAL NUMBER OF SITE SAMPLES PER WEEK		WEEKS OF COLLECTIONS	TOTAL NUMBER OF SITES USED	NUMBER IN ORDER OF FREQUENCY OF TRAPS/OTHER USED		
NEW JERSEY LIGHT TRAP	0		0				
CDC HYBRID TRAP	160		32 WKS	5	1/WK		
TRUCK TRAPS	N/A		N/A	N/A	N/A		
LANDING RATE	288		32 WKS	3	3/WK		
OTHER (LARVAL DIPPING)	2880		32 WKS	30	3/WK		
SPECIAL SURVEYS	NUMBER OF SITE SAMPLES PER SEASON		NUMBER OF COLLECTIONS	TOTAL NUMBER OF BIRDS USED	NUMBER IN ORDER OF FREQUENCY OF TRAPS USED		
SENTINEL FLOCK SEROLOGY	128		32 WKS	4	1/WK		
MOSQUITO IDENTIFICATION							
NUMBER OF EMPLOYEES COMPLETING ID CLASS					5		
NUMBER OF MICROSCOPES					2		
ROUTINE LOCAL ID PROGRAM					YES		
COMPUTERS USED IN ANALYSIS					4		
ADDITIONAL EFFORTS							
INSPECTION OF CITIZEN COMPLAINTS AND CONTROL OF AQUATIC WEEDS IN PONDS, CANALS, AND LAKES.							
SOURCE REDUCTION PROGRAM							
PROJECTS NEEDING MAINTENANCE THIS FISCAL YEAR							

**CITY OF BROOKSVILLE
WORK PLAN FOR MOSQUITO CONTROL
FISCAL YEAR 2013 /2014**

Chapter 388, F.S and 5E-13.022 F.A.C
Telephone: (850) 922-7011; SunCom 292-7011; Fax (850) 413-7044

PROJECT NUMBER/NAME	DESCRIPTION OF WORK
WASTE TIRE COLLECTIONS: AS NEEDED	COLLECT AND DISPOSE TIRES TO REMOVE BREEDING.
CONTAINER DISCHARGING: AS NEEDED	EMPTY CONTAINERS POTENTIALLY BREEDING MOSQUITOES.
AQUATIC WEED CONTROL: AS NEEDED	HERBICIE OR REMOVE WEEDS IN PONDS AND CANALS TO REMOVE MOSQUITO BREEDING
ROADSIDE DITCH/DRA HERBICIDING: AS NEEDED TO CLEAR DRAINAGE SYSTEM	IMPROVE DRAINAGE AND DESTROY MOSQUITO BREEDING SITES AND HABITATS.

PUBLIC RELATIONS/EDUCATIONAL PROGRAMS

CARRY OUT SCHOOL EDUCATION ON MOSQUITO BIOLOGY AND CONTROL THROUGH THE SCHOOL BOARD CURRICULUM TO ELEMENTARY SCHOOL STUDENTS.
SET UP PRESENTATIONS AND PUBLIC MEETINGS TO SCHOOL STUDENTS, CIVIC AND COMMUNITY GROUPS.
CREATE VIDEO CLIPS AND RADIO MESSAGES FOR BROADCASTING AND UPDATE WEBSITES ON MOSQUITOES AND MOSQUITO-TRANSMITTED DISEASES.
DELIVER MOSQUITO BOOKS, POSTERS, AND BROCHURES TO BROOKSVILLE COMMUNITIES ON ALERT OF MOSQUITOES AND MOSQUITO BORNE-ENCEPHALITIS.
PROVIDE INFORMATION TO NEWS MEDIA ON MOSQUITO-RELATED ISSUES.
PARTICIPATE IN RADIO SHOWS ON MOSQUITO ISSUES.

INVENTORY OF EQUIPMENT
(Trucks, aircraft, boats, etc.)

YEAR	MAKE	MODEL	TONNAGE TREATMENT EQUIPMENT	USED FOR	VEHICLE/ ASSET NUMBER
2009	FORD PICKUP	F 150	1/2 TON, 100 GALLON SPRAY SYSTEM	TIRE TOWING, INSPECTION, LARVICIDING	15198
2009	FORD PICKUP	F 150	1/2 TON, 100 GALLON SPRAY SYSTEM AND ULV LONDON FOG UNIT	TIRE TOWING, INSPECTION, LARVICIDING	15189
2002	DODGE PICKUP	RAM	1/2 TON, ULV LONDON FOG UNIT	ADULTICIDING	11994
2002	DODGE PICKUP	RAM	1/2 TON, ULV LONDON FOG UNIT	ADULTICIDING	11995
2007	FORD PICKUP	F150	1/2 TON, 50 GALLON SPRAY UNIT AND ULV LONDON FOG UNIT	TIRE TOWING, INSPECTION, LARVICIDING HERBICIDING	15139
2002	CHEVY	BLAZER	SURVEILLANCE EQUIPMENT	SURVEILLANCE	11979
2001	FORD PICKUP	F 150	1/2 TON, ULV LONDON FOG UNIT	ADULTICIDING	11952
1999	AIRBOAT	14 FOOT	35 GALLON SPRAY SYSTEM	LARVICIDING	9353

**CITY OF BROOKSVILLE
 WORK PLAN FOR MOSQUITO CONTROL
 FISCAL YEAR 2013 /2014**

Chapter 388, F.S and 5E-13.022 F.A.C
 Telephone: (850) 922-7011; SunCom 292-7011; Fax (850) 413-7044

YEAR	MAKE	MODEL	TONNAGE TREATMENT EQUIPMENT	USED FOR	VEHICLE/ ASSET NUMBER
2004	POLARIS RANGER	6 WHEELER	2.5 GALLON LONDON FOG MEG ADULTICIDING UNIT	ADULTICIDING LARVICIDING	13943
2005	FORD PICKUP	250	100 GALLON SPRAY SYSTEM	LARVICIDING HERBICIDING	13992
2006	JON BOAT	14 FOOT	30 GALLON SPRAY SYSTEM	LARVICIDING HERBICIDING	15483
2006	FORD RANGER	UTILITY TRUCK	CELLS FOR BATTERIES ETC. ULV LONDON FOG UNIT	SURVEILLANCE ADULTICIDING	15083
2007	POLARIS ATV	SPORTSMAN 500	15 GALLON SPRAY SYSTEM	LARVICIDING	15161



*We mean business*SM

September 4, 2013

Mr. Jon Jouben Esq.
Deputy County Attorney
Hernando County Attorney's Office
20 N Main Street
Room 462
Brooksville, Florida 34601-2817

Re: Mosquito Control Interlocal Agreement

Mr. Jouben,

Please find enclosed the latest version of a proposed Mosquito Control Interlocal Agreement between the City of Brooksville and Hernando County. After careful consideration of all of the terms with the City Manager, we have concluded that this version is one that we can take to the Brooksville City Council with confidence that they will adopt it.

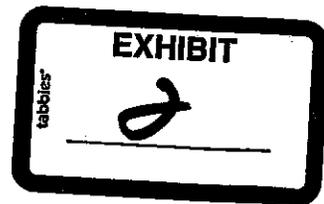
Thank you for your time and consideration in this matter. As always, if I can help in any way to facilitate this agreement, do not hesitate to give me a call.

Sincerely,

James Fisher
James K. Fisher, Esq.

JKF/
Enclosure
cc: City of Brooksville

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00420687.DOC



**INTERLOCAL AGREEMENT FOR
MOSQUITO CONTROL SERVICES**

THIS AGREEMENT is by and between the CITY OF BROOKSVILLE, a municipal corporation under the laws of the State of Florida (hereinafter "CITY"), and HERNANDO COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"). References to Hernando County Mosquito Control, when stated, also apply to the COUNTY and are one in the same.

WITNESSETH:

WHEREAS, the COUNTY is presently providing Mosquito Control Services in all areas inside of the CITY's municipal limits; and,

WHEREAS, the COUNTY and the CITY are authorized to enter into this Agreement pursuant to the provision of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," pursuant to the provision of Chapter 125, Florida Statutes and pursuant to the provision of Chapter 166, Florida Statutes; and,

WHEREAS, the CITY and the COUNTY recognize that there are benefits associated with a regional approach to the management of Mosquito Control Services; and,

WHEREAS, the CITY owns properties, water retention areas and ponds; storm drains; catch basins; water treatment facilities; and other mosquito producing structures, and drainage systems which are located in areas in which the COUNTY is providing Mosquito Control Services; and,

WHEREAS, the CITY enacted Ordinance No. 835, on May 6, 2013, consenting to the inclusion of the CITY in the Hernando County Mosquito Control Municipal Service Taxing Unit for

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the purposes of funding and maintaining a comprehensive, countywide Mosquito Control Services; and,

WHEREAS, the CITY and the COUNTY desire to provide for continued mosquito control inspections, mosquito surveillance (trapping and identification); mosquito adulticiding; mosquito larviciding; mosquito-eating fish stocking; mosquito landing-rate counts; and sentinel flock monitoring for mosquito-borne diseases,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which is hereby agreed and acknowledged, the CITY and the COUNTY hereby agree as follows:

1. Recitals. The above Recitals are incorporated herein and made a part hereof.
2. Purpose. The purpose of this Agreement is to define the Mosquito Control Services

that the COUNTY provides and will continue to provide to the CITY, through funds derived from the Hernando County Mosquito Control Municipal Service Taxing Unit (MSTU). Said funds have been and will continue to be paid by and collected from CITY residents in exchange for the specific mosquito management and compliance services/tasks described herein.

3. Authority for Agreement. The COUNTY and the CITY are authorized to execute this Agreement in accordance with Florida law, including, but not limited to, Chapters 125, 163 and 166.

The CITY and COUNTY, respectively, warrant and represent each to the other that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of their respective Governing Bodies, this Agreement constitutes the legal, valid and binding obligations of the respective parties, enforceable against them in accordance with its terms (except as

enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought.

RECOGNITION OF LIMITED EXTRATERRITORIALITY OF COUNTY ORDINANCE:

4. The CITY recognizes that as it has not adopted a conflicting ordinance, the "Hernando County Mosquito and Other Pestiferous Arthropod Control Ordinance," Hernando County Code § 15-245, et seq., is effective within the CITY's territorial jurisdiction. The Parties agree that the COUNTY shall be the enforcement authority for said ordinance within the CITY's corporate limits and extraterritorial jurisdiction.

5. Notwithstanding the foregoing, nothing in this Agreement shall be construed as to prevent the CITY from abating sanitary nuisances within its territorial jurisdiction.

TERMS OF AGREEMENT:

6. Mosquito Control Services: For the purpose of this agreement only, Mosquito Control Services are those services provided by the COUNTY to the CITY, and are implemented inside the CITY's municipal limits, and not located on private property. Generally, such services are prescribed and implemented on public property or along street right-of-ways, and include, but are not limited to: water retention areas and ponds; storm drains; catch basins; water treatment facilities; other mosquito-producing structures; and drainage systems. The CITY grants a license to the COUNTY and the COUNTY's agents to access all applicable lands, structures and waters for the provision of services pursuant to and enforcement of the "Hernando County Mosquito and Other Pestiferous Arthropod Control Ordinance," the implementation of Mosquito Control Services. Mosquito Control Services will be conducted according to all Federal, State and local laws.

ordinances and statutes. "Mosquito Control Services" to be provided by the COUNTY to the CITY shall include but are not limited to those services described in Exhibit "A," attached hereto and considered as if included *in haec verba*.

7. Mosquito Control Threshold Inspection Services: The COUNTY shall provide adult and larval, pre-treatment, mosquito control inspection services to appropriate breeding and harborage sources in aquatic and terrestrial habitats, properties, right of ways, easements, and other areas in the territorial jurisdiction of the CITY.

8. Mosquito Control Threshold Surveillance and Mosquito Trapping Services: The CITY shall allow and the COUNTY shall perform all tasks associated with mosquito trapping, landing counts, and larval dipping in the territorial jurisdiction of the CITY and the COUNTY shall, as needed, survey and assess mosquito-population dynamics, and control tasks. These activities are required to legally, and practically justify all mosquito control operations and applications, and therefore, pursuant to the terms and conditions of this agreement, the COUNTY shall provide for the performance of said tasks in appropriate intervals and amounts in order to perform and provide the services described herein to the CITY. Permitted mosquito control operations shall also include, and the COUNTY shall provide, the following services: painting, repairing or replacing all mosquito traps and mosquito-surveillance equipment, which may become damaged or inoperable, or in need of maintenance while in use within the CITY.

9. Mosquito Control Adulticide Application Services: The COUNTY shall conduct adult mosquito control spray missions within the CITY, as needed when mosquito populations have been verified, to exceed the acceptable levels described above and prescribed by licensed, State-of-Florida Hernando County Mosquito Control Technicians. All operations shall be approved by the COUNTY's Director of Mosquito Control. Mosquito Control Service requests will also be considered when scheduling Ultra Low Volume (ULV) mosquito-control applications by truck, ATV, hand fogger or other method, but shall not serve as the sole criteria for spraying any mission.

10. Mosquito Control Larvicide Application Services: The COUNTY shall conduct larviciding operations, which include the use of chemical control, biological control, mosquito breeding source reduction (i.e.: tire removal, container removal), and other methods to reduce or eliminate mosquito larvae.

11. Mosquito Control, Mosquito-Eating Fish Stocking Services: The COUNTY shall stock and maintain native, mosquito-eating fish (*Gambusia spp.*) in aquatic areas of the CITY in order to reduce larval mosquito populations, where advantageous, and most effective, at the discretion of the COUNTY.

12. Mosquito-borne Disease Monitoring and Sentinel Bird Serology Services: The COUNTY shall provide sentinel-flock serology services within the CITY boundaries, and those areas outside the municipal limits of the CITY, which are also important to the CITY because of the proximity and potential for mosquito-borne disease outbreaks or occurrences.

13. Liabilities and Responsibilities of Parties. No party hereto, its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement. Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.

14. Records and Reporting: Hernando County Mosquito Control shall document all mosquito-control applications performed, and shall provide the CITY quarterly reports with a copy to the CITY's Public Works Director. The services provided by the COUNTY to the CITY include, but are not limited to, those tasks/services described in Exhibit "A" which is attached hereto and is to be considered as if herein included in haec verba.

15. ~~12~~ Payment. Through consent and participation of the CITY within the Hernando County Mosquito Control Municipal Service Taxing Unit, payment shall be provided through the COUNTY tax collection procedures.

16. Term & Termination. This Agreement shall renew on September 30, 2014, and on September 30th of each year, thereafter, unless terminated by either party on or before May 15 of the year in which the terminating party wishes to end the Agreement. Termination is made effective

by written notice delivered by the terminating party to the non-terminating party at the addresses set forth herein.

17. 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:

Hernando County
County Administrator
20 N. Main Street, Suite 263
Brooksville, Florida 34601
City of Brooksville

With a Copy to:
County Attorney
20 N. Main Street, Suite 462
Brooksville, Florida 34601

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

With a Copy To:
The Hogan Law Firm, LLC
20 S. Broad Street
Brooksville, Florida 34601

18. Disclaimer. Other than the covenants and performance contemplated herein, neither party has made 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.

19. 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 time being with respect thereto, and not in any way as to the future or as to any other matter.

~~20. 19.~~ General. The invalidity of any provision of this agreement or any covenant

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herein

contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. 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 shall not be modified or amended except with consent in writing of the parties hereto. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. The parties agree that this contract is consummated and entered into in Hernando County, Florida.

~~21. 20.15.~~ Default. It is expressly agreed between the parties hereto that in the event the

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CITY

determines the COUNTY, or the COUNTY determines the CITY, to be in default of any of the conditions, covenants, or agreements of this Agreement, the City Manager for the CITY (Manager) and the County Administrator of the COUNTY (Administrator) whichever is alleging a default will provide written notice thereof to the Administrator/Manager of the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this

Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged to be in default shall, within (15) calendar days of the receipt of such notice, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, that during said fifteen (15) calendar-day period of the Administrator/Manager of the entity alleged to be in default disagrees with the determination of the entity alleging default, then in such event both Administrator/Manager shall meet and discuss the alleged default and possible correction thereof.

22. 21-16. Disputes. The City Manager for the CITY and the County Administrator for the COUNTY shall use their best efforts and diligence to amicably resolve any dispute or disagreement concerning any provision of this Agreement, however, failing which after best efforts and diligence, then any dispute to this Agreement shall be resolved by a civil court located in Hernando County. For purposes herein, the parties agree that should such dispute result which necessitates judicial intervention, that all conditions and prerequisites under the Florida Governmental Conflict Resolution Act (set forth in Chapter 164, Florida Statutes) shall be deemed to have been met and that the parties shall be presumed to be at impasse for all purpose including judicial review. Further, to the extent allowed by law, the parties expressly waive all procedures, processes and time frames set forth in Chapter 164, Florida Statutes.

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If the parties to this agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures set forth in the Florida Governmental Conflict Resolution Act, Chapter 164, Fla. Stat. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Hernando

~~23. 22.~~ Governing Law. All questions, issues or disputes arising out of or under this

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contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by the parties to be in Hernando County, Florida, and Federal jurisdiction is hereby agreed by the parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid by each respective party. In the event that any litigation is commenced by either party to enforce this agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida. The parties hereby agree that the jurisdiction and venue of all disputes arising out of this agreement lie in no Court other than those stated above.

~~Entire Agreement. This Agreement constitutes the entire agreement between the parties as to matters herein. No oral representations, expressed or implied, shall be binding on the parties hereto.~~

~~Modification. This Agreement may only be modified by a written document duly executed by the COUNTY and the CITY.~~

24. Force Majeure. In the event either party's performance of this Agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, or an order, judgment or injunction of any court, or state or deferral administrative agency exercising jurisdiction over the subject matter of this Agreement, or a federal or state statute, or the incorporation of previously unincorporated areas with Brooksville, that the parties shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

25. ~~26-17.~~ Binding Effect. This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

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26. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

27. ~~4.~~ Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of

the City and the County on the date last executed below.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

ATTEST:

CITY OF BROOKSVILLE

Janice Peters
City Clerk

By: _____
Lara Bradburn
Mayor, City Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

City Attorney

ATTEST:

HERNANDO COUNTY

Donald C. Barbee, Jr.
Clerk

By: _____
David D. Russell, Jr.
Chairperson, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

County Attorney

EXHIBIT

THREE

James Fisher

From: Jon Jouben <JJouben@co.hernando.fl.us>
Sent: Monday, September 09, 2013 4:30 PM
To: James Fisher
Cc: Leonard Sossamon; Brian Malmberg; County_Commissioners
Subject: RE: The City's Final Offer - Mosquito Control Interlocal

Jim:

I am in receipt of the City's final offer regarding the proposed mosquito control interlocal agreement and thank you for same.

I have presented the City's offer to my clients, County Administrator Len Sossamon and Assistant County Administrator Brian Malmberg, for their consideration. Unfortunately, my clients have determined that they are unable to agree to the City's final offer.

The County will continue to provide the City with mosquito control services through the end of the upcoming fiscal year, September 30, 2014.

Jon Jouben, Esq.
Deputy County Attorney
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601
(352) 754-4122
(352)754-4001 - Fax
jjouben@co.hernando.fl.us





September 26, 2013

John C. Emerson, CFA
Hernando County Property Appraiser
20 North Main Street, Suite 300
Brooksville, FL 34601

Re: Ordinance No. 835 - Mosquito Control MSTU

Dear Mr. Emerson:

On May 6, 2013, the Brooksville City Council adopted Ordinance No. 835 in which the City consented to be included in the Hernando County Mosquito Control Municipal Taxing Unit. This taxing unit was created by Hernando County Ordinance No. 2011-11.

Ordinance No. 835 contained the expressed term that it would become null and void in the event that the City of Brooksville and Hernando County could not reach an interlocal agreement no later than July 1, 2013. This provision is contained in Section 5 of the City's Ordinance. Specifically, Section 5 it states as follows:

SECTION 5. Approval for Fiscal Year 2014. In the event that the City of Brooksville and Hernando County cannot reach an Interlocal Agreement for mosquito control services before July 1, 2013, this Ordinance will become null and void.

To date, the City of Brooksville and Hernando County have failed to reach an interlocal agreement for mosquito control. Therefore, Ordinance No. 835 is null and void. Please take whatever steps are necessary to ensure that the City of Brooksville residents are not taxed for Municipal Taxing Unit millage on the upcoming tax bills.

Sincerely,

Janice L. Peters, CMC
City Clerk

Enclosure

ec: Sally L. Daniel, Hernando County Tax Collector
T. Jennene Norman-Vacha, City Manager
The Hogan Law Firm, City Attorney
Steve Baumgartner, Finance Director

CTN
10/7/13

