

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

AGENDA

December 15, 2014

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PRESENTATION & REQUESTS FOR WAIVERS

1. Fee Waiver Request - Hernando County Library

Consideration of request for fee waivers in the amount of \$1,058.60, or 50%, which is \$529.30, for the Brooksville Library 5K Run to be held on February 28, 2015.

Presentation:	City Clerk
Recommendation:	Direction to Staff
Attachments:	Memo from City Clerk dated 11/21/14, Letter of Request dated 11/19/14, Memo of Support from the Parks and Recreation Board Chairman, Street Closure Permit, Fee Waiver Spreadsheet

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Hogan Law Firm 25 Year Anniversary Proclamation

Presentation of proclamation recognizing the Hogan Law Firm's 25th Anniversary.

Presentation:	Mayor
Attachments:	Proclamation

2. Proclamation - Parrott Middle School Football Team

Presentation of proclamation in recognition of the team's undefeated season.

Presentation:	Mayor
Attachment:	Proclamation

E. CITIZEN INPUT

REGULAR COUNCIL MEETING AGENDA – December 15, 2014

F. CONSENT AGENDA

1. **Minutes**
 - a. October 20, 2014 Regular Meeting
 - b. November 3, 2014 Regular Meeting
 - c. November 17, 2014 Regular Meeting
 - d. November 18, 2014 Workshop
 - e. December 1, 2014 Regular Meeting

2. **Budget Amendment to the Police Department Grants and Donation Fund 123**

Consideration of acceptance of grant/donation from Walmart Corporation in the amount of \$1,000 to be credited to Fund 123.

3. **2014 Edward Byrne Memorial Justice Assistance Grant (JAG)**

Consideration of acceptance of grant in the amount of \$2,583 and authorize the Mayor to sign the Certificate of Acceptance and related documents.

4. **Fire Assessment Collection Interlocal Agreements**

Consideration of approval to allow for renewal of the agreements with the Hernando County Property Appraiser and Tax Collector for collection of the non-ad valorem assessments.

5. **Termination of Golf the Quarry, LLC Lease Agreement**

Consideration of termination of the lease between the City and Golf the Quarry LLC and for the City Attorney to continue seeking court determination of rights along with authorization for staff to seek proposals/letters of interest from others for use/lease of the City's property.

6. **Personnel Policy Amendment**

Consideration of revision/amendment of the City's Drug Free Workplace Policy – adding a definition for “mandatory testing positions”.

7. **Retainer Agreement for Sunrise Consulting**

Consideration of approval to engage Sunrise Consulting for lobbying services/representation for the City of Brooksville, Florida Blueberry Festival and the Florida Blueberry Growers Association.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Chief of Police dated 12/15/14, Copy of Check, Budget Amendment Form; 3) Memo from Chief of Police dated 12/15/14, FDLE Letter of Notification dated 11/05/14, Budget Amendment Form; 4) Memo from Fire Chief dated 12/04/14,

REGULAR COUNCIL MEETING AGENDA – December 15, 2014

Agreements; 5) Memo from City Attorney dated 12/11/14; 6) Memo from Human Resources Specialist dated 12/01/14, Policy 7) Memo from City Manager dated 12/10/14, Pledge Letter and Letter of Agreement.

G. REGULAR AGENDA

1. Advisory Board Appointments

Appointment of advisory board members replacing those whose terms expire December 31, 2014.

a. Beautification Board

Two (2) vacancies to fill 4-year terms of office through December 31, 2018. One (1) vacancy to fill an unexpired 4-year term of office through December 31, 2016. One (1) student volunteer vacancy.

Scott S. Renz Reapplying (Expiring Term)

b. Cemetery Advisory Board

Two (2) full-time positions to fill expiring 4-year terms of office through December 31, 2018, and one (1) full-time position to fill an unexpired 4-year term of office through December 31, 2017. Board members must be City residents or have a documented tie to the cemetery.

James V. Brooks New Applicant
Roberta A. Hilliard New Applicant
Peggy L. Hope New Applicant
Onna L. Howard New Applicant
Jan E. Knowles Reapplying (Expiring Term)

c. Great Brooksvillian Screening Committee

Five (5) full-time positions to fill expiring 1-year terms of office through December 31, 2015.

Julia Jinkens Reapplying (Expiring Term)
Sue Loveday Reapplying (Expiring Term)
Gail Samples Reapplying (Expiring Term)
Roger Sherman Reapplying (Expiring Term)
Michelle Thompson Reapplying (Expiring Term)

d. Parks and Recreation Advisory Board

One (1) full-time position and one (1) alternate position to fill expiring 4-year terms of office through December 31, 2018.

Richard D. Gant Reapplying (Expiring Term)
Susan D. Rupe Reapplying Alternate (Expiring Term)



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: JANICE L. PETERS, CITY CLERK *[Signature]*
SUBJECT: FEE WAIVER REQUEST - HERNANDO COUNTY LIBRARY
DATE: NOVEMBER 21, 2014

GENERAL SUMMARY/BACKGROUND: Hernando County Public Library is hosting the Brooksville Library 5K on February, 28, 2015, from 6-10:00 a.m. The organization is requesting that Council consider waving the fees in the amount of \$1,058.60. The event organizer has been made aware that City Council may waive up to 50% of the \$1,058.60 fee, which is \$529.30.

BUDGET IMPACT: Total impact to the City for the event will be \$529.30. Fee waiver funding in the amount of \$10,000 is currently allocated within the General Fund budget for FY2015, line item number 001-010-511-59901. Of that amount, \$3,298.89 has been awarded, leaving a balance of \$6,701.12.

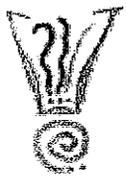
OK **LEGAL REVIEW:** Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:

1. Letter of Request dated 11/19/14
2. Memo of Support from Parks & Recreation Board Chairman
3. Street Closure Permit
4. Fee Waiver Spreadsheet

Attachment 1



Hernando County
Public Library
 www.hernandocountylibrary.us



November 19, 2014

Brooksville City Council
 201 Howell Avenue
 Brooksville, FL 34601

Dear Council Members:

This letter is to request a waiver of fees associated with the "Brooksville Library 5K" event scheduled for February 28, 2015. This event will give participants an opportunity to enjoy the unique and historical features of the downtown Brooksville area.

Proceeds from our event will benefit the children of Hernando County, as received monies will be divided between the Friends of the Library and YMCA of the Suncoast. The Friends of the Library have pledged their received proceeds to support the Library's Summer Reading Program; while the YMCA of the Suncoast will use their proceeds to assist low-income community members with fitness memberships to the YMCA.

The Library's Summer Reading Program provides critical activities designed to inform, entertain, and delight our neighborhood children during the summer months, encouraging kids to be engaged and to read. Last summer we were able to reach out to over 3000 kids in our community. With recent budget cuts, which we have all faced, the Summer Reading Program would be scaled-back or eliminated if it were not supported by the Friends of the Library and other private sponsors.

We understand that the City Council will only waive 50% of the fees without a supermajority. We are hopeful, being a fellow government entity that serves our City children and residents, that more than the 50% waiver will be afforded. We appreciate your consideration of this request and also look forward to other future partnerships with the City of Brooksville, encouraging the health, leisure, resource and literary needs of our community.

Sincerely,

Adam Brooks
 Director of Libraries & Community Services

mfs

<i>4 Locations!</i>			
Brooksville - Main 238 Howell Avenue Brooksville, FL 34601 <small>(Downtown Brooksville)</small>	West Branch 6335 Blackbird Avenue Brooksville, FL 34613 <small>(Hwy 50, near Weeki Wachee)</small>	(352) 754-4043	Spring Hill Branch 9220 Spring Hill Drive Spring Hill, FL 34608 <small>(between Mariner Blvd. & Waterfall Dr.)</small>
		East Branch 6457 Windmere Road Brooksville, FL 34602 <small>(East of I-75 near Ridge Manor)</small>	

Attachment 2

City of Brooksville
Parks and Recreation Advisory Board
M E M O R A N D U M

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: ALAN GARMAN, CHAIRMAN, PARKS & RECREATION ADVISORY BOARD

SUBJECT: HERNANDO COUNTY LIBRARY AND COMMUNITY SERVICES – 5K RACE IN DOWNTOWN BROOKSVILLE

DATE: OCTOBER 9, 2014

At the March 20, 2014, Parks and Recreation Advisory Board meeting, Adam Brooks, Director with Hernando County Library and Community Services shared with the Board the departments ideas and plans for a 5k race in February 2015 that would be held in downtown Brooksville.

The Parks and Recreation Advisory Board fully supports the Library's upcoming event and would like Brooksville City Council to consider supporting this event as well.

Attachment 3

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

INSTRUCTIONS: COMPLETE TOP PORTION OF FORM AND RETURN TO CITY CLERK'S OFFICE at 201 Howell Avenue, Brooksville, FL 34601 for processing. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$100,000 for each individual and \$300,000 for event. Applicant will be notified of estimated cost; receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event.

Certificate Attached Yes No

Waiver Requested Yes No

Approved by Council Yes No

Name or Organization Sponsoring: HERNANDO CO. PUBLIC LIBRARY		Event: BROOKSVILLE LIBRARY SK	
Contact Person: ADAM BROOKS		Address: 238 HOWELL AVE	Telephone: 754-4046
If unavailable (Alternate Name): MARY SOTO		E-Mail: ABROOKS@HERNANDOCOUNTY.US	Telephone: 754-4045
Date of Event: 2/28/15	Starting Time: 6:00 AM	Ending Time (approx): 10:00 AM	Estimated Number of Participants: 250

Proposed Route (include Street/Avenue, attach location map)

COURSE MAP ATTACHED

I/We **HERNANDO CO. PUBLIC LIBRARY** assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.

[Handwritten Signature]

Signature

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 31st day of July 2014, by Adam Brooks who is personally known to me or who presented FL DL as identification, and who (did) take an oath.

[Handwritten Signature of Notary Public]

[Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

- PROCESSING:** City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs as well as City Council if waivers are being requested.
- APPROVAL:** Chief of Police and City Manager will approve or deny application.
- DISTRIBUTION:** **Original:** Return to Applicant
Copies: Chief of Police, Director of Public Works, City Manager and City Clerk
- PUBLIC NOTICE:** **A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.**

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

Total Deposit \$ _____ Received By: _____ Date _____

Police Chief	<i>[Handwritten Signature]</i>	Date	8/15/14	City Manager	<i>[Handwritten Signature]</i>	Date	08.20.14
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201 Howell Avenue ~ Brooksville, FL 34601 ~ 352-540-3853

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: Hernando Co Library
 Starting: _____ End: _____

Police Department

Personnel SEE ATTACHED @ \$ _____ per hr. X _____ hours = \$ _____
Detail Spec Strations @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____

POLICE DEPARTMENT TOTAL \$ 1058.60

Fire Department

Personnel _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____

FIRE DEPARTMENT TOTAL \$ 0.00

Public Works

Personnel (St.) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 Personnel (Gar) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____

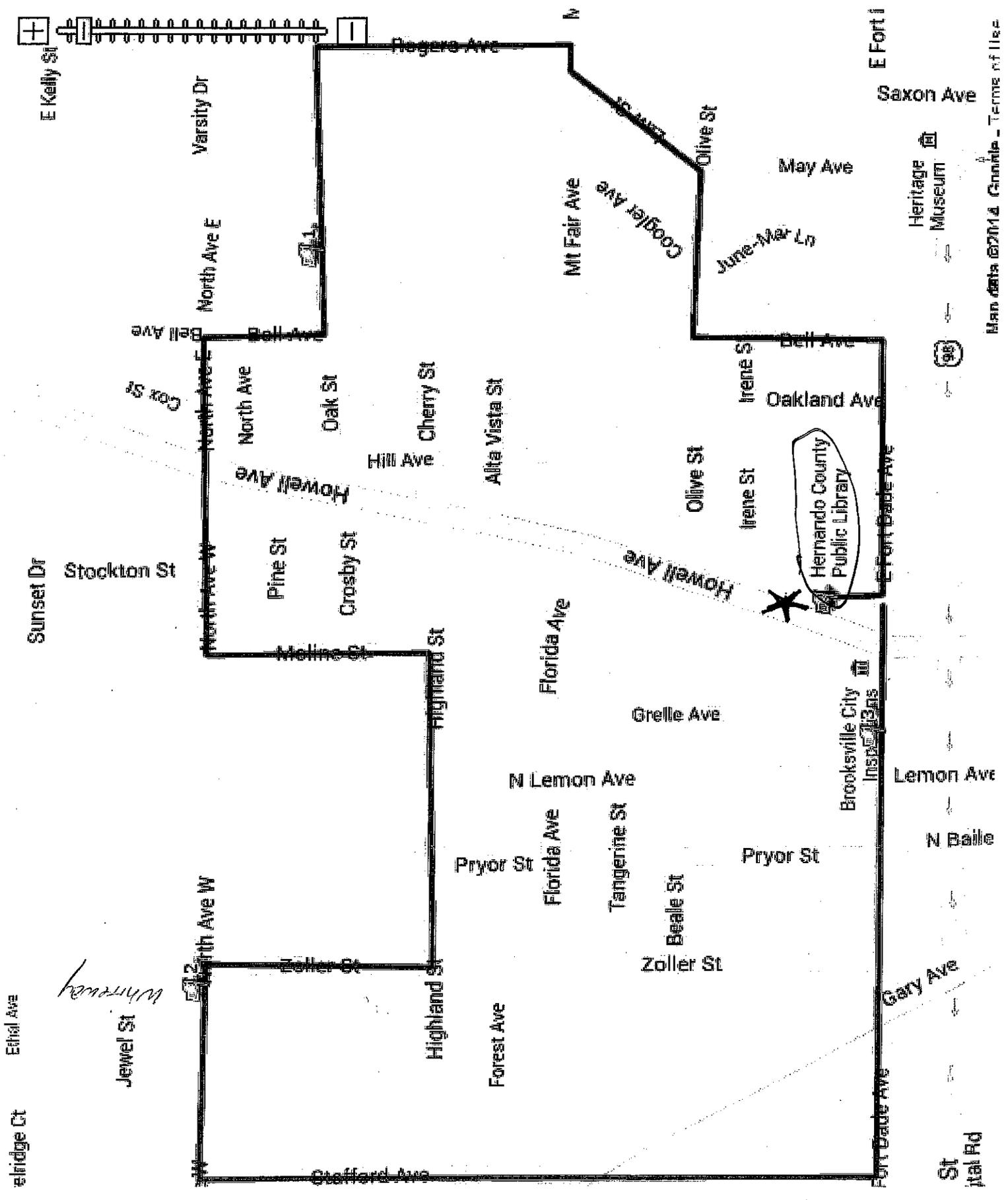
PUBLIC WORKS TOTAL \$ _____

Community Development

Tent Rental \$ _____ **COMMUNITY DEV. TOTAL \$ _____**

ESTIMATED TOTAL DUE CITY \$ 1,058.60

TOTAL Actual Costs \$ _____	Billed \$ _____
Payment Received By: _____	



EVENT:	DETAIL SPECIFICATIONS:
BROOKSVILLE LIBRARY	SATURDAY, FEBRUARY 28, 2015 ON POST NTL 0530 HRS.
5K Run	RADIO CHANNEL BPD
	EVENT TIME: APPROX 0530 – 1030 HRS (5.0 Hrs)

POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	\$ AMOUNT
FT. DADE AVE / HOWELL AVE	SERGEANT MATHESON	908		32.82	5	164.10
FT. DADE AVE / BROOKSVILLE AVE	BARRICADE / VOLUNTEER					0
FT. DADE AVE / MAGNOLIA AVE	BARRICADE / VOLUNTEER					0
FT. DADE AVE / OAKLAND AVE	BARRICADE / VOLUNTEER					0
FT. DADE AVE / BELL AVE	OFFICER FREDRICKSEN	925		26.88	5	134.40
BELL AVE / IRENE ST	BARRICADE / VOLUNTEER					0
BELL AVE / OLIVE ST	BARRICADE / VOLUNTEER					0
OLIVE ST / COOGLER AVE	BARRICADE / VOLUNTEER					0
OLIVE ST / LAW ST	BARRICADE / VOLUNTEER					0
LAW ST / MT. FAIR AVE	BARRICADE / VOLUNTEER					0
MT. FAIR AVE / ROGERS AVE	BARRICADE / VOLUNTEER					0
ROGERS AVE / OAK ST	BARRICADE / VOLUNTEER					0
OAK ST / BELL AVE	OFFICER GOODMAN	914		26.88	5	134.40
BELL AVE / NORTH AVE E	BARRICADE / VOLUNTEER					0
NORTH AVE E / HOWELL AVE	OFFICER BLACKMAN	923		26.34	5	131.70
NORTH AVE W / STOCKTON ST	BARRICADE / VOLUNTEER					0
NORTH AVE W / MOLINE ST	BARRICADE / VOLUNTEER					0
MOLINE ST / PINE ST	BARRICADE / VOLUNTEER					0
MOLINE ST / CROSBY ST	BARRICADE / VOLUNTEER					0
MOLINE ST / HIGHLAND ST	OFFICER CARTWRIGHT	951		15.17	5	75.85
HIGHLAND ST / GRELE AVE	BARRICADE / VOLUNTEER					0
HIGHLAND ST / N LEMON AVE	BARRICADE / VOLUNTEER					0
HIGHLAND ST / PRYOR ST	BARRICADE / VOLUNTEER					0
HIGHLAND ST / ZOLLER ST	BARRICADE / VOLUNTEER					0
ZOLLER ST / NORTH AVE W	OFFICER GREENWOOD	954		17.56	5	87.80
NORTH AVE W / WHITEWAY DR	BARRICADE / VOLUNTEER					0
NORTH AVE W / JEWEL ST	BARRICADE / VOLUNTEER					0
NORTH AVE W / STAFFORD AVE	OFFICER MAEDER	953		17.56	5	87.80
STAFFORD AVE / HIGHLAND ST	BARRICADE / VOLUNTEER					0
STAFFORD AVE / KINNEAR DR	BARRICADE / VOLUNTEER					0
STAFFORD AVE / FT. DADE AVE	TECHNICIAN HOUGHTON	932		21.63	5	108.15
FT. DADE AVE / N MILDRED AVE	BARRICADE / VOLUNTEER					0
FT. DADE AVE / GARY ST	BARRICADE / VOLUNTEER					0
FT. DADE AVE / ZOLLER ST	OFFICER MORERA	917		26.88	5	134.40
FT. DADE AVE / PRYOR ST	BARRICADE / VOLUNTEER					0
FT. DADE AVE / N BAILEY AVE	BARRICADE / VOLUNTEER					0
FT. DADE AVE / N LEMON AVE	BARRICADE / VOLUNTEER					0
FT. DADE AVE / N ORANGE AVE	BARRICADE / VOLUNTEER					0
					TOTAL	\$1,058.60
TOTAL MAN HOURS: 45 HRS			TOTAL COST: \$1,058.60			

Attachment 4

City of Brooksville

Proclamation

Whereas, The Hogan Law Firm, was established in 1989, in Brooksville, Florida, by Thomas S. Hogan, Jr.; and,

Whereas, The Hogan Law Firm is a family owned and operated law firm and is the largest law firm in Hernando County, with offices in Brooksville and Spring Hill, serving clients throughout West Central Florida providing cost-effective, practical and efficient legal services in a broad range of legal disciplines; and,

Whereas, The Hogan Law Firm is not only committed to the practice of Preventative Law, but is also an integral part of the community, supporting such non-profit entities as Hernando-Pasco Hospice, Inc., Mid Florida Community Services, Inc., the Hernando Bar Association, the Hernando County Rotary Club, as well as numerous other civic associations; and,

Whereas, The Hogan Law Firm has served as City Attorney for the City of Brooksville since 2007, assisting the City in litigation and recovering over \$7,000,000 in settlements for and on behalf of the City.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, hereby express our sincere gratitude and appreciation for the extraordinary work performed by The Hogan Law Firm, in strengthening our business environment as well as their many community contributions made on behalf of the citizens of the City of Brooksville and wish them a

“Happy 25th Anniversary”

with many more years of continued success.

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 15th day of December, 2014.

City of Brooksville

Frankie Burnett, Mayor

Joseph E. Johnston, III, Vice-Mayor

Robert Battista, Council Member

Betty Erhard, Council Member

Natalie Kahler, Council Member

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

City of Brooksville
Proclamation

AGENDA ITEM NO. D-2
12/15/14

Whereas, the City of Brooksville would like to take this opportunity to recognize the hard work and determination of the youth of this community; and,

Whereas, the *D.S. Parrott Middle School Leopards* football team is undefeated for the 2014 season; and,

Whereas, the *D.S. Parrott Middle School Leopards* had a perfect 6-0 record with a total of 26 touchdowns this season, including 1332 rushing yards, 9-15 for 264 passing, and a total of 222 points scored with a 37 game average, allowing only 42 points scored against, an average of 7 points per game; and,

Whereas, having only 2.5 weeks to install a brand new system, the athletes caught on to the system and philosophy, each week making tremendous progress in their attitudes on the field, in the classroom and the community.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby recognize the accomplishments of the following D.S. Parrott Middle School Leopard Coaches and Players:

- | | | | |
|-----------------------|--|---|--|
| <u>HEAD COACH:</u> | SHAWN BINGHAM | <u>PRINCIPAL:</u> | BRETT GAUSTAD |
| <u>ASST. COACHES:</u> | TOM BRONSON
JUSTIN BLAND | RODNEY BYRD
LAMON NEAL | ROB BRYSON |
| <u>PLAYERS:</u> | JAYLEN ALLEN
DAVID HALE BRONSON
TIMOTHY FLAHERTY
WILLIAM HEALIS
PATRICK MACGREGOR
AVERY NIBBS
NICHOLAS PRINDLE
RICHARD SHIRLEY
AUSTIN WERNER | JACOB BATTEN
JASON CARTER
SAMUEL FLEMING
SANTOS HERBIA
AUSTIN MCCOMBS
NICK O'ROURKE
JOSHUA PRITZ
LEN'KEL SMITH
MICHAEL WESTON | ISHIAH BERRY
DANIEL DRAKE
JACOB HACKNEY
DOUGLAS HUFFMAN
BRIAN MORGAN
KEATON PIERMATTEO
ANTHONY PUGLISI
BENJAMIN SOUTHWALL
JESSE WILCOX
FABIAN BURNETT
WILLIAM ERTL
JAYLEN HARRIS
DAKOTA JERNIGAN
CONNER MORGAN
MATT PLATT
KELDEN PUPELLO
FERNANDO VALDEZ |

Further, we extend our congratulations and express our deep pride to the *D.S. Parrott Middle School Leopards* football team.

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 15th day of December, 2014.

City of Brooksville

Frankie Burnett, Mayor

Joseph E. Johnson, III, Vice Mayor

Robert Battista, Council Member

Betty Erhard, Council Member

Natalie Kahler, 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

October 20, 2014

7:00 P.M.

Brooksville City Council met in regular session with Mayor Kevin Hohn; Frankie Burnett, Vice-Mayor; Council Members Joe Bernardini, Lara Bradburn and Joseph E. Johnston, III, in attendance. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; Tim Mossgrove, Fire Chief and George Turner, Police Chief.

The meeting was called to order at 7:00 p.m. by Mayor Hohn followed by an Invocation and the Pledge of Allegiance.

COUNCIL MEMBER RECOGNITION

Proclamation - 20 Years of Service

Ken Small with the Florida League of Cities was in attendance to present Council Member Johnston a proclamation in honor of 20 years of service to the City of Brooksville. He presented him with the John Land Years of Service Award.

Council Member Johnston thanked Mr. Small and said a few words regarding his years on City Council.

Council took a 20 minute recess for a Council member recognition reception.

All of Council expressed appreciation for his service and offered antidotes and remembrances.

PRESENTATION & REQUESTS FOR WAIVERS

Tom Varn Park Fee Waiver Request - Communities in Schools of Hernando County Harvest Festival

Consideration of request for fee waivers in the amount of \$275 for their 2nd Annual Harvest Festival at Tom Varn Park on October 25, 2014.

Council consensus was to table the item until after Council votes on amending the Fee Waiver Policy.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

“Florida City Government Week” Proclamation

Consideration of Proclamation declaring the week of October 19-25, 2014, as “Florida City Government Week” in conjunction with the Florida League of Cities’ sponsored annual statewide celebration of municipal government and its contributions to the quality of life of Floridians.

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

The proclamation was read in its entirety by Mayor Hohn and presented to Ken Small of the Florida League of Cities.

“Weatherization Day” Proclamation

Consideration of Proclamation declaring October 30, 2014, as “Weatherization Day” sponsored by Mid-Florida Community Services.

The proclamation was read in its entirety by Mayor Hohn and presented to Vice-Mayor Burnett on behalf of Mid-Florida Community Services.

Enterprise Zone Proclamation

Consideration of Proclamation in support of the continuance of the laws providing for the Enterprise Zone Program.

The proclamation was read in its entirety by Mayor Hohn and presented to Bill Geiger, Director of Community Development.

Council Member Bradburn spoke on the issue and advised she will be meeting with Senator Simpson regarding the Enterprise Zone. She encouraged all to support the issue when speaking with law maker and shared that there are forthcoming changes to the program that will make it more applicable to our local businesses.

CITIZEN INPUT

Mayor Hohn called for public input.

Pat Miketinac commented on attachments to the upcoming red light camera workshop.

Vi Coogler asked Council to consider moving the red light camera workshop from this Wednesday night because it conflicts with another event happening in the city.

Shirley Miketinac spoke on the red light cameras issue.

CONSENT AGENDA

Minutes

May 19, 2014 Regular Meeting

June 2, 2014 Regular Meeting

June 10, 2014 Special Meeting

Utility Billing Services Bid No. FI2014-06 Award

Consideration of award for Utility Billing Services to MCCa for the not-to-exceed annual amount of \$12,960 plus an initial programming and set-up cost of \$500.

Council Member Johnston asked for the name of the current vendor. City Manager Norman-Vacha advised Southwest Direct.

Department of Public Works Vehicle Purchase

Consideration to purchase a single-stream recycling truck for the not-to-exceed amount of \$84,280.50.

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

Council Member Bradburn asked the difference in this one and the current one. Director Radacky advised the new vehicle will be able to compact whereas the current one does not. Also, it carries three times more waste. It is staff recommendation to send the current truck to auction with a minimum bid. Director Radacky advised over 1/3 of residents are recycling. Council Member Johnston asked staff to look into recycling Styrofoam.

Council Member Bernardini asked about the age of the current truck. Director Radacky advised it is 4 years old.

Police Department Radio Upgrades

Consideration of purchase of Motorola radio upgrade(s) \$39,980.

Motion:

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

REGULAR AGENDA

Fee Waiver Policy 3-2012

Consideration of amendment to the Fee Waiver Policy.

City Manager Norman-Vacha reviewed the policy amendment to address the supermajority vote.

Council Member Bernardini stated it was his intention to wean organizations off dependence on Council to waive their fees and to be fairer.

Council Member Johnston agreed with the 50% but he thought it was Council's desire to be able to waive above the 50% if they choose. He asked that the supermajority be used judiciously.

Council Member Bradburn advised she suggested this amendment in the rare occasion that something comes before Council that would require a different consideration.

Vice-Mayor Burnett advised that there are some events he will always support 100% if they are a benefit to the city and families.

Mayor Hohn felt the 50% is needed in most cases but he would be in favor of supporting events that serve others and the City above that amount.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Bradburn for approval of the amended Fee Waiver Policy. Motion carried 4-1, with Council Member Bernardini voting in opposition for reasons stated above and the fact that it is taxpayers' money.

Kiwanis Club's 40th Annual Brooksville Christmas Parade

Kiwanis Club of Brooksville – Annual Christmas Parade Fee Waiver

Consideration of request to partially waive fees in the amount of \$3,308.29, with a commitment from Kiwanis to pay \$1,000 to offset costs to hold the 40th Annual Christmas

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

Parade on Saturday, December 13, 2014.

Larry Fluty of the Kiwanis Club of Brooksville reviewed the event and other events the Kiwanis Club works on throughout the year which gives back to the community.

Council Member Bradburn advised she supports this event as it has a proven economic impact to our community.

Council Member Bernardini commented concerning the lack of communication with event organizers regarding policy changes and other organizations that can be used to reduce costs.

City Manager Norman-Vacha advised the Kiwanis application was just received on October 8th and it was necessary to push forward because of DOT requirements. Referring to the size of the Christmas Parade, she advised there are a lot of volunteers throughout the total parade route. She stressed the need for a certain level of police participation.

Mayor Hohn suggested agreeing to half of whatever the final cost will be with a maximum.

Council Member Bradburn advised she would support 100% waiver of the fees, as did Vice-Mayor Burnett, because of their support to the community in other ways throughout the year.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Bradburn for waiver of 100% of the balance of fees for this event in the amount of \$2,308.29. Motion was denied with 2-3 vote.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for waiver of 50% of final fees with maximum amount of \$1,654.15. Motion carried 5-0.

Tom Varn Park Fee Waiver Request - Communities in Schools of Hernando County Harvest Festival

Consideration of request for fee waivers in the amount of \$275 for their 2nd Annual Harvest Festival at Tom Varn Park on October 25, 2014.

Mark Johnson, Chairman of Communities in Schools, reviewed the organization and the upcoming event.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Johnston for waiver of 100% of fees for this event.

Council Member Bernardini agreed with waivers for park fees versus fees for staff time.

Motion failed 2-3.

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for waiver of 50% in the amount of \$137.50. Motion carried 5-0

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

Resolution No. 2014-17 to Florida Dept. of Transportation (FDOT) – Annual Christmas Parade Route

Consideration of approval of resolution supporting annual Kiwanis Christmas Parade route and closing of SR50/Jefferson St. & US41/Broad St., with authorization for Police Chief and Mayor to sign FDOT permit application.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for approval Resolution No. 2014-17.

City Clerk Peters read Resolution No. 2014-17 by title, as follows:

RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN MAIN STREET AND BELL AVENUE IN DOWNTOWN BROOKSVILLE ON DECEMBER 13, 2014; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Motion carried 4-0 upon roll call vote as follows:

Council Member Bradburn	Absent during voting
Council Member Johnston	Aye
Council Member Bernardini	Aye
Vice-Mayor Burnett	Aye
Mayor Hohn	Aye

EPA Brownfields Assessment Grant Program Inventory – Phase II Environmental Site Assessments (ESA)

Consideration to move forward with Phase II assessment activity.

Bill Geiger, Director of Community Development, reviewed the item and introduced Brian Kvam with Cardno TBE. Mr. Kvam discussed the project participants and reviewed the sites recommended for Phase II.

Vice-Mayor Burnett asked if this had been presented to the Community Task Force. Mr. Kvam advised it will be presented to them at their next meeting on November 20th. Vice-Mayor Burnett would like the Community Task Force to be involved before Council approval.

Director Geiger advised the Community Task Force has already approved the sites. George Foster of Creative Environmental advised the Community Task Force will prioritize the sites approved by Council because not all sites can be done.

Council Member Bradburn asked Mr. Kvam how many sites were initially selected. Mr. Kvam advised there were 19 and the ones remaining had property owners that allowed site access.

Council Member Bradburn asked how much of the \$400,000 has been spent. Mr. Kvam advised just over half as he did not have the exact amount but confirmed they would have enough to do Phase II on the highest priority sites. She stated that one of Council's goals is to find additional funding to proceed with other phases. She discussed the status of the

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

Tank Rehab Fund which was used to pay for the current road budget on a Federal level. She asked if that will hamper the goals. Mr. Kvam advised that the Brownfields Program comes from a different appropriation. Mr. Foster stated that the State program is 100% funded by tax on gasoline sold in Florida so there should not be a problem.

Council Member Bradburn advised she serves on the State Transportation Board and they had a concern that it would create a problem for Florida properties. She hopes the impact will be minimal.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Bernardini for approval to move forward with Phase II Environmental Site Assessments.

Council Member Bradburn asked when they can expect to get started on the next phase and how long this phase will take.

Mr. Kvam hopes they will be starting in November or December after the next Community Task Force meeting. He provided a general time frame of 90-120 days and it will depend on the complexity of the sites. He advised the grant period ends on September 30, 2015.

Vice-Mayor Burnett advised the Task Force has worked very hard to identify these properties. He stressed that although some properties would have benefited from the program, it was not possible because the owners are not interested in participating.

Motion carried 5-0.

Bid Award - UD2014-04 Eastside Water & Wastewater Expansion Project

Consideration of bid award to Pospiech Contracting, Inc. for the Eastside Water & Wastewater Expansion Project.

Richard Radacky, Director of Public Works, and Supervisor Will Smith reviewed the project and bid award as referenced in the staff report. Director Radacky pointed out the difference of one million dollars between the low and high bidder. He asked for Council to allow a deductive change order to drop the project back to \$1,241,504.00. The contractor will then bring in his payment and performance bond documents for legal approval. He requested approval for transfer of \$241,500.00 from Fund 408, Uncommitted Reserves, to complete the project funding.

In response to Mayor Hohn, Director Radacky confirmed that the USDA Funds must be spent by February 2015 or face penalties.

Council Member Johnston asked if the funds have to be spent or just committed. Director Radacky advised they must be spent and the high cost of the project will be completed early. Council Member Johnston asked if there are any future plans for reuse. Supervisor Smith advised they are a long way from Cobb Road. Director Radacky advised they have been working with Hernando Oaks on the possible use of reuse water because the lines are close. He stated it would cost a lot more money to install dry lines in preparation of future development.

Council Member Bradburn believes this project is preparing the future of the City. She commended Director Radacky on his forward thinking. She would have liked to see it

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

brought back before Council prior to bid to discuss going even further east. She pointed out that the lines must run parallel on Mondon Hill Road and the traffic concern on the narrow roads. She is expecting future improvements and doesn't want the pipes to need to be moved. She asked for staff to keep in mind the placement of pipes with expected turn radius and the entrance and exit of subdivisions, particularly the south side. She also requested an on-site inspector for the project.

Council Member Johnston added that the future widening of Mondon Hill Road is definitely in the future. He stressed locating the pipes as far to the edges of the easements as possible in anticipation of future changes.

Director Radacky advised staff has discussed the possibility of State money for improvements and they will be getting with Senator Simpson on these projects.

Council Member Bernardini asked if the money could be spent somewhere else such as Southern Hills. Director Radacky advised it has to be spent on capital projects and this project was quicker and better to get water and wastewater where it is not currently supplied.

Council Member Bernardini agreed with Council Member Johnston and Council Member Bradburn to avoid conflict with other proposed road projects. He suggested getting alongside the Good Neighbor Trail where there is right-of-way that will not be used. He also pointed out the project that was built to the west in anticipation of development which never happened. He expressed confidence in Director Radacky to go in the right direction.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Bernardini for approval of the bid award to Pospiech Contracting, Inc., and allow a deductive change order to drop the project amount to \$1,241,504, and approval of the transfer of \$241,500 from Fund 408. Motion carried 5-0.

CITIZEN INPUT

Mayor Hohn called for public input.

Shirley Miketinac commented on the renovations to the restrooms.

Kojack Burnett, concerning fee waivers, felt that some events warrant a larger waiver of fees. He felt that he should have been recognized as committee member for the Community Task Force during the Brownfields discussion. He expressed appreciation for the service of Council Member Johnston.

ITEMS BY COUNCIL

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha proposed the Pavement Management Workshop for Tuesday November 18, 6:00 P.M. Council agreed. She reminded Council of the workshop on Wednesday.

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

Joseph E. Johnston, III, Council Member

Highway Sidewalks

Council Member Johnston pointed out that the sidewalks on the side of rural highways are barely used. He suggested moving the bike path onto the existing sidewalk or widening it and installing signs that say yield to pedestrians. He thinks it makes sense to get them out of the main traffic for everyone's safety. He asked Council Member Bradburn if this is something that can be presented at the MPO.

Council Member Bradburn advised that federal policy requires any road project using pass along money to have intermodal transportation associated with it. Those projects were already in the works but going forward wide walks are being considered.

Enterprise Zone

He emphasized that Enterprise Zones are a voluntary program and felt the localities should be able to make that decision.

Water Supply Authority Board

He discussed a presentation that was given on a cooperative effort between Crystal River and Duke Energy. They are building a plant and water reuse line from the City of Crystal River to Duke Energy and sharing the cost. He pointed out that Duke is paying the City of Crystal River to use the reuse.

Water Conservation Grants

He asked if staff would be interested in getting with Swiftmud about grants than can be used towards the reuse program. He believes it would encourage installation and use of those facilities if the cost can be defrayed.

He thanked everyone for their kind words regarding his 20 years of service.

Lara Bradburn, Council Member

MPO Board

Council Member Bradburn commented on the trail network and pointed out that the top priority was always Wiscon. She pointed out that she was lobbying law makers to make sure Hernando County was included in the first phase of funding for the coast to coast trail. She advised that County planning staff submitted a plan to the State without review by the City, MPO, Good Neighbor Trail Committee or any public discussion which bypassed the City of Brooksville. She stated that the Main Street Program, Downtown Beautiful, Pennies for Projects and the Brownfields plan focuses on the trail. After sharing her concerns with the President of the Vision Foundation, he compromised and now the trail should go through the historic area and then eventually to State Road 50. She advised the County planners have it placed on the MPO agenda tomorrow to amend the long range transportation plan and start a PD&E study on the route without consideration of the City. She requested Council's input for when she addresses the MPO tomorrow.

Council Member Johnston asked if a representative from Downtown Brooksville will be there. Council Member Bradburn advised the President of the Vision Foundation is on vacation and its late notice for the Trail Committee. Council Member Johnston stated it only makes sense for it to connect to the trail head.

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

Vice-Mayor Burnett expressed appreciation for Council Member Bradburn's persistence and hopes a compromise is available.

Council Member Bernardini agreed with Council Member Johnston about connection to the trail head and asked if the decision can be postponed or if a decision is necessary in order to not lose the money. Council Member Bradburn explained the upcoming election means that at least two members of the current MPO will not be there and there is potential for other changes.

Director Geiger explained the proposed route goes from the Suncoast Parkway to State Road 50, then west to Cobb Road, then following State Road 50 to Emerson Road, and to East Jefferson and up to the existing trail.

Council Member Johnston asked if the reason for this is because these are federal and state funds and have to be used on federal or state roads. Director Geiger thinks the County is using it as an easy route due to right-of-way but believes they missed out in providing the scenic, safe and enjoyable route. He believes this will be considered with the PD&E study.

Council Member Bernardini asked about the compromised portion. Director Geiger explained Daniel Avenue is a connector and a trail could probably be built within the existing right-of-way to get it all the way to US 41. He stated the County's options include Fort Dade Avenue and State Road 50. Council Member Bradburn advised the long range plan includes a statement about Wiscon Road/Good Neighbor Trail connection to Suncoast but its being ignored.

Christmas Decorations

Council Member Bradburn asked Council Member Bernardini if he has visited with the Beautification Board and had them map out the decoration placement for staff. Council Member Bernardini stated he has not met with the Board. City Manager Norman-Vacha advised staff has met with them and they were in agreement with the proposed plan.

Joe Bernardini, Council Member

Sidewalks

Referencing Jefferson Street, Council Member Bernardini commented that the sidewalks should be built higher so they don't go under water when it rains. Council Member Johnston advised it's the way the plans are presented by the State in an effort to save money.

Council Member Bernardini stated the new sidewalk that goes 41 north has several cracked areas being fixed by DOT instead of the contractor. He is unaware of the agreement details but believes it is wasting tax payer money.

Workshop – Citizen Input

He asked the Mayor if citizen input will be allowed at the workshop on Wednesday. Mayor Hohn indicated the scope of the meeting is narrow and the citizen input will also be narrowed to the area being discussed which is the mile per hour for right on red.

Frankie Burnett, Vice-Mayor

Vice-Mayor Burnett gave accolades to the City Manager and staff for always meeting Council's requests.

REGULAR COUNCIL MEETING MINUTES – OCTOBER 20, 2014

Lighthouse of the Blind

He attended the awareness event by the courthouse discussed by Lighthouse of the Blind when they accepted their proclamation. He thought he was going there to support the people of the blind and the white cane but it became an event that was more beneficial to him as an individual. He would like to get with staff on meeting the needs of the blind and not just ADA compliance.

Waterline Project

He expressed appreciation to Director Radacky and his staff for thinking outside of the box with the waterline expansion project.

Kevin Hohn, Mayor

Reuse Facility

Mayor Hohn is hoping that future Council does not use money for the expansion of the reuse facilities for another purpose.

Homecoming Week

He pointed out it is homecoming week for Hernando High and wishes them the best of luck. He advised the Wednesday night meeting cannot be moved but he supports the citizens that choose to attend the Leopards game and root them on.

Anniversary

He announced his anniversary is tomorrow and wished his wife a happy anniversary.

Red Light Cameras

He stated that cameras were never meant to be behavior modification instruments. He pointed out that cameras in banks would not be removed just because banks continue to be robbed.

Golf Tournament

He stated for the first time in 17 years Hernando High won the Women's District Golf Tournament. He advised the regional tournament is tomorrow morning.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 10:12 p.m.

City Clerk

Attest: _____
Mayor

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

MINUTES

November 3, 2014

7:00 P.M.

Brooksville City Council met in regular session with Mayor Kevin Hohn; Frankie Burnett, Vice-Mayor; Council Members Joe Bernardini, Lara Bradburn and Joseph E. Johnston, III, in attendance. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; Tim Mossgrove, Fire Chief and George Turner, Police Chief.

The meeting was called to order at 7:00 p.m. by Mayor Hohn followed by an Invocation and the Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Kiwanis Club of Spring Hill Presentation

Check presentation to the First Tee of Brooksville from the golf tournament held at Silverthorn Country Club.

Bill Koenig from the Kiwanis Club of Spring Hill presented the First Tee of Brooksville a check in the amount of \$2,000. Mayor Hohn thanked them for their participation.

American Indian Heritage Month

Proclamation in honor of American Indian Heritage Month to be presented to the Winding Waters Chapter of the Daughters of the American Revolution.

Mayor Hohn read the proclamation in its entirety and presented it to the members present; Suzy Machamer, Regent, Donna and Mark Idle, and Cindy Suter of the Muskogee Creek Tribe.

Hernando High School Lady Leopards Golf Team

Proclamation in honor of the Hernando High School Lady Leopards District Title.

Mayor Hohn read the proclamation in its entirety and presented it to the coaches and team members of the Hernando High School Lady Leopards Golf team which were present.

CITIZEN INPUT

Mayor Hohn called for citizen input.

Vi Coogler commented on upcoming sporting events for Hernando High School.

Pat Miketinac spoke about the case regarding the red light cameras.

Shirley Miketinac commented on their vacation and the current vision for the city, as well as the red light cameras court case. She congratulated Attorney Cliff Taylor on his partnership.

REGULAR COUNCIL MEETING MINUTES – November 3, 2014

CONSENT AGENDA

Minutes

March 3, 2014 Regular Meeting
March 17, 2014 Regular Meeting
April 17, 2014 Regular Meeting
April 21, 2014 Regular Meeting

Public Sanitary Nuisance Abatement - Special Assessment Liens

Consideration to place Special Assessment Liens for Public Sanitary Nuisance Abatement on properties in violation of Chapter 38, Article III, Section 38-92(a) of the City Code of Ordinances.

Vice-Mayor Burnett, referencing attachment 2, pointed out the mathematical error related to Site Inspections on the Final Certification of Expenses. He also stated that he will get with staff to explain the Nuisance Administrative Surcharge and Site Inspection fee.

Council Member Johnston asked who pays to record the release of lien since it not included in the expenses. City Clerk Peters advised the person is notified at the time payment is made and it is collected along with everything else. City Manager Norman-Vacha asked for Council's approval to include the \$10.00 in the expenses for the release of lien.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Johnston for approval of Item E-2 of the Consent Agenda, with a correction to attachment 2, and the addition of the \$10.00 Release of Lien fee to each. Motion carried 5-0.

Brooksville Housing Authority Board Appointment

Mayoral appointment to fill an expired full-time position through June 30, 2018.

Vice-Mayor Burnett, referencing the open alternative position, stated since there were only two applicants they could have made one of them the alternate.

City Manager Norman-Vacha explained that the alternate member applied for the full-time position and her position would not be available until her official appointment to the full-time position.

Mayor Hohn advised that they can't go move forward with filling the alternative position until it is announced.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for approval of items E-1 and E-3 of the Consent Agenda. Motion carried 5-0.

REGULAR AGENDA

Resolution 2014-18 Coast to Coast Trail Alternative Route

Discussion of the Coast to Coast connection from the Suncoast Trail to the Good Neighbor Trail and consideration of resolution.

Cliff Manuel of the Brooksville Vision Foundation reviewed the item. He advised the local M.P.O. passed an alignment that has the Coast to Coast Trail coming into Brooksville on State Road 50 and it takes the truck bypass around Brooksville to Emerson Road and back into the Good Neighbor Trail. He believes it's a problem that it bypasses the City of Brooksville. The alternative route brings

REGULAR COUNCIL MEETING MINUTES – November 3, 2014

the Good Neighbor Trail onto Darby through Tom Varn Park by McKethan Park and back to Daniel Avenue connecting to the head of the trail. He thinks the City of Brooksville should be a destination for those traveling the trail.

Council Member Johnston advised his concern was with the way it is drawn and the wording of the Resolution making it sound like it starts at Darby. He thinks we should be specific and include something that shows it does exist down to Darby.

Mr. Manuel indicated they could add Darby to the map but thought the resolution reads well. He pointed out the gaps are between the intersection of State Road 50, State Road 50A, and Cobb Road, and Darby to State Road 50A. He will add that to the map.

Vice-Mayor Burnett expressed appreciation of the alternate route.

Council Member Bernardini questioned why they would eliminate the trail already built east of the Trailhead and put it into heavily traveled areas crossing Jefferson Street, going down State Road 50 and crossing Broad Street. He would not want to ride in traffic as a bicyclist. He felt this to be the cost effective and common sense approach. He totally supports the resolution.

Mayor Hohn agrees with Council Member Bernardini and expressed frustration during the M.P.O. vote when the D.O.T. representative mentioned a possibility of the funding going away if the vote was not taken at that time.

Council Member Johnston advised that when the Suncoast Parkway was being constructed D.O.T. discussed building a trail. They were also speaking about tying into the Good Neighbor Trail with the original vision to come off the parkway from State Road 50 into Downtown Brooksville to the trailhead. He advised State Road 50 was not on the bypass so they were talking about coming into Downtown Brooksville. This alternative plan takes the original vision and enhances it to meet more of their criteria.

Council Member Bradburn clarified that she and Dennis Dix had mapped out the Wiscon route 20 years ago and it has been promoted to Tallahassee since that time. Council Member Johnston did not remember Wiscon being talked about during his M.P.O. meetings.

Mayor Hohn asked the current members of the M.P.O. Board present to comment if they wished.

Vince Morris advised he is a member of the Good Neighbor Trail Committee and pointed out that once people enter the Witchlacochee State Forest there will 20 to 30 miles of travel without food or water. Also, people traveling from the opposite direction will arrive thirsty and hungry and it would be nice to provide for them. He pointed out this is a once in a lifetime opportunity and he is in favor of the resolution. He hopes the next M.P.O. representative is strong and can convince the necessary people to support our resolution.

Ronette Snyder advised she is a bicyclist and commented on the many trails around the State that she has traveled. She discussed the importance of facilities for travelers and the entrepreneur opportunities that will be available in Brooksville.

Dennis Heniz, member of the Hernando/Citrus Bicycle Pedestrian Advisory Committee and Brooksville resident, spoke in favor of the resolution. He thanked Council Member Bradburn for her service.

REGULAR COUNCIL MEETING MINUTES – November 3, 2014

Council Member Bradburn discussed the diverse members of the Good Neighbor Trail Committee who come together for a common goal. She pointed out that they have donated close to half of a million dollars worth of professional expertise for doing plant species reports, engineering, and all of the things required by the National Parks Service and State of Florida for grants that have been received. She thanked them for their service.

Mayor Hohn read a statement from Jan Knowles regarding this issue (Attachment A).

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Bernardini for approval of Resolution No. 2014-18.

City Clerk Peters read Resolution No. 2014-18 by title, as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, SUPPORTING THE HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION'S (M.P.O.) AMENDMENT TO THE LONG RANGE TRANSPORTATION PLAN (LRTP) AND THE TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PRIORITY LIST OF PROJECTS TO INCLUDE AN ALTERNATE ROUTE FOR CONNECTING THE SUNCOAST TRAIL TO THE GOOD NEIGHBOR TRAIL (GNT) TRAILHEAD AS PART OF COAST-TO-COAST TRAIL INITIATIVE, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

Council Member Bernardini urged all concerned about this issue to contact their state representatives.

CITIZEN INPUT

Mayor Hohn called for citizen input.

Shirley Miketinac expressed appreciation for approval of the resolution and the work that was done.

Kojack Burnett thanked Council for their votes and the City Manager and staff for the hay bale competition.

ITEMS BY COUNCIL

Joseph E. Johnston, III, Council Member

Election

Council Member Johnston urged everyone to get out and vote.

REGULAR COUNCIL MEETING MINUTES – November 3, 2014

Good Neighbor Trail

Referencing the passionate responses to the resolution, he thought it may be a good time for people to prepare a petition showing that the residents of the City of Brooksville support the alternate route.

Lara Bradburn, Council Member

Trail Resolution

She thanked Council for their support.

Majestic Tree in Southern Hills

She advised Greenpoint opted not to sell a lot with a majestic tree on it.

Joe Bernardini, Council Member

Council Member Bernardini reminded all of recycling day on Wednesday.

Frankie Burnett, Vice-Mayor

Appreciation

Vice-Mayor Burnett thanked the Kiwanis Club of Spring Hill for their support of The First Tee. He also expressed appreciation to Council for recognizing American Indian Heritage Month and urged residents to participate in any activities being held. He congratulated the Hernando High School Lady Leopards Golf Team. He recognized the President of the Brooksville Vision Foundation, Cliff Manuel, for his insight and participation in the City's future and thanked all members for their efforts. He also thanked the City Manager and all City staff for their work.

Kevin Hohn, Mayor

Mayor Hohn thanked Cliff Manuel for his years of service to the City of Brooksville.

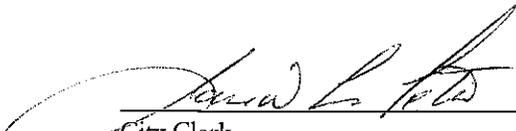
Majestic Tree in Southern Hills

He invited people to attend the reception and dedication of the Majestic Oak tree in Southern Hills on Friday from 4:00-6:00pm.

He thanked the Kiwanis Club for their donation to the First Tee and congratulated the Lady Leopards.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:10 p.m.



City Clerk

Attest: _____
Mayor

ATTACHMENT A

Correspondence Received - Item F-1

FROM: Jan Knowles

DATE: October 31, 2014

RE: Monday Night Council Meeting

They just scheduled my son-in-laws cancer surgery in Orlando on Monday at 2:30 pm I will not be able to be there Monday nite at the council meeting. This is my view:

My view is of course from a Historic viewpoint. I have worked very very hard over the past 20 years working with different organizations trying to bring people into Hernando County and especially our wonderful downtown City Historic District. We have so very much to offer, the 8 murals, the 1913 courthouse the 3 very informative historic districts walking tours the canopied streets and to our wonderful trail head of the Good Neighbor Trail which houses Russell St. Park and our 1885 Train Station Museum and also our replica of an 1800 school house. We have a beautiful town that should be enjoyed forever for many many tourists with many many interests that we can provide. Like Dan Dewitt stated in his article today which would you chose on your long journey, a stop in the Historic town of Brooksville with all it has to offer, or just ride over it on a bypass road. This is a no brainer choice.

Jan Knowles - Historian

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

MINUTES

November 17, 2014

7:00 P.M.

Brooksville City Council met in regular session with Mayor Kevin Hohn; Frankie Burnett, Vice-Mayor; Council Members Joe Bernardini, Lara Bradburn and Joseph E. Johnston, III, in attendance. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Ryan Timothy, Deputy City Clerk; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; Tim Mossgrove, Fire Chief and George Turner, Police Chief.

The meeting was called to order at 7:00 p.m. by Mayor Hohn followed by an Invocation and the Pledge of Allegiance.

PRESENTATION & REQUESTS FOR WAIVERS

2015 Children's Week Celebration Fee Waiver Request

Consideration of request for fee waivers in the amount of \$375 for use of the Jerome Brown Community Center.

Michelle Labrie with the Children's Advocacy Center discussed the event and activities provided for the kids by different community organizations and schools. She stated it is part of Child Abuse Prevention Month and 250 kids participated last year.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Johnston for approval of the waiver of fees in the amount of \$187.50. Motion carried 4-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Resolution No. 2014-19 – Mary Cason Retirement

Consideration of resolution honoring Mary Cason who will retire from the Finance Department on November 18th after more than 31 years of service.

Deputy Clerk Timothy read the resolution in its entirety. Mrs. Cason was present to accept and spoke of her tenure with the City. The Council Members thanked Mrs. Cason for her service.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Johnston for approval of Resolution No. 2014-19.

Deputy Clerk Timothy read Resolution No. 2014-19 by title, as follows:

REGULAR COUNCIL MEETING MINUTES – November 17, 2014

A RESOLUTION IN APPRECIATION OF THE YEARS OF SERVICE RENDERED TO THE CITY OF BROOKSVILLE AND ITS CITIZENS BY MARY CASON.

Motion carried 4-0 upon roll call vote as follows:

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

Council Member Bradburn arrived and took her seat at 7:08 p.m.

Fire Department Inspections

Fire Chief Tim Mossgrove expressed appreciation to Mary Cason and provided past examples of projects in which she has provided great assistance.

Chief Mossgrove gave a brief presentation and discussed prioritization and the different types of inspections that are conducted. He provided additional detail about inspections conducted on businesses dealing in hazardous waste. He pointed out that the certain businesses have to be inspected by state regulatory agencies and reviewed several advances in technology that allow for fewer inspections.

Council Member Bradburn commented on inspection practices of other jurisdictions and believes there is a lot more to the issue. She appreciates the advancement that has been made by the City and would like to see it go further for community safety.

CITIZEN INPUT

Mayor Hohn called for citizen input.

Pat Miketinac apologized for not e-mailing all of Council and spoke about the red light camera charter amendment.

Shirley Miketinac spoke about the emotional and monetary burden of red light camera tickets.

CONSENT AGENDA

Minutes

July 7, 2014	Regular Meeting
July 14, 2014	Pension Workshop
July 15, 2014	Budget Workshop
July 21, 2014	Regular Meeting
August 4, 2014	Regular Meeting
August 12, 2014	Budget Workshop
September 8, 2014	First Budget Hearing
September 9, 2014	Workshop
September 17, 2014	Final Budget Hearing

REGULAR COUNCIL MEETING MINUTES – November 17, 2014

Moonlight Lane Storm Water Pipe Replacement Bid No. SD2014-07 Award

Consideration of award for the Moonlight Lane Storm Water Pipe Replacement to Ernest Dewitt Gay, Inc. for the not-to-exceed annual amount of \$21,339.

Final Fiscal Year 2014 Budget Amendments

Consideration of final budget amendments to the Fiscal Year 2014 budget.

Council Member Bradburn asked about the length of Moonlight Lane project. City Manager Norman-Vacha advised that work will begin immediately. Director Radacky advised the contractor put in their bid that work would be complete in 30 days.

Council Member Bradburn, referencing the Brownfields Assessment Grant budget amendment, asked about the increase in revenues and additional cost and expenses not previously budgeted. City Manager Norman-Vacha explained the budget is only an estimate and as the project moves forward the cost were higher than the amount budgeted. The City was able to file for reimbursement through the grant for the pricing that went over, which took care of the additional expenditures.

Motion:

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

REGULAR AGENDA

Resolution No. 2014-20 - Certification of Canvassing Board Results

Consideration of resolution officially declaring the results of the November 4, 2014, Municipal Election of Betty Erhard as the Seat No. 4 City Council Member for a 4-year term of office beginning December 1, 2014, continuing until December 2018.

City Manager Norman-Vacha reviewed the resolution.

Motion:

Motion was made by Council Member Bradburn and seconded by Vice-Mayor Burnett for approval of Resolution No. 2014-20.

Deputy Clerk Timothy read Resolution No. 2014-20 by title, as follows:

**A RESOLUTION OF THE CITY OF BROOKSVILLE
DECLARING OFFICIAL RESULTS OF MUNICIPAL ELECTION;
PROVIDING AN EFFECTIVE DATE.**

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

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

REGULAR COUNCIL MEETING MINUTES – November 17, 2014

2014 Great Brooksvillian Selection

Review of Screening Committee recommendations and selection of the 2014 Great Brooksvillian recipient.

Michelle Thompson, Screening Committee Chair, briefly reviewed the nominees and the committee's recommendation of Jan Knowles. She introduced the committee members that were present.

Council Member Bradburn compared some accomplishments of the nominees and stated that her recommendation would be Lee Gordon.

Council Member Johnston discussed the nominees accomplishments and recommended Ernie Weaver with Lee Gordon being his second choice.

Vice-Mayor Burnett and Council Member Bernardini did not think we should keep the committee if we do not recognize their recommendation. Council Member Johnston pointed that the committee did their job by providing a narrowed list for Council to consider.

Mayor Hohn felt it is still important that they have the committee to make those recommendations. He suggested that Council rank the nominees.

Deputy Clerk Timothy distributed voting forms to Council.

Council Member Bernardini suggested having future committees provide the top three nominees without rank so it will be Council's choice.

Deputy Clerk Timothy tallied the votes with a tie resulting between Jan Knowles and Ernie Weaver.

Motion:

Motion was made by Council Member Bradburn and seconded by Vice-Mayor Burnett for selection of Jan Knowles as the 2014 Great Brooksvillian. Motion carried 5-0.

Committee member Roger Sherman advised the \$300 budget item would be covered by a national organization that honors volunteers and will be paid for by the Tomanian Society.

Foreclosure of Liens

Consideration to proceed with foreclosure of liens for unpaid property maintenance costs.

City Attorney Cliff Taylor reviewed the history of the liens. Council voted in 2010 not to foreclose on the liens and requested they be brought back after a period of time. He advised one lien has been satisfied recently and the other is unpaid. He reminded Council that a recorded judgment is good for twenty years.

Council Member Johnston asked if a title search has been run to identify any additional liens. Attorney Taylor advised no.

Mayor Hohn and Vice-Mayor Burnett believed the property was purchased recently. City Manager Norman-Vacha confirmed it was purchased through the tax deed process. Mayor

REGULAR COUNCIL MEETING MINUTES – November 17, 2014

Hohn advised the property that was satisfied had been recently sold as well and that is why the City was able to recover funds. He commented that the future sale of the second home may allow them to do the same.

Council Member Bradburn supported foreclosures but wanted to add a caveat that the new owner is contacted and offered to settle the lien. She believed three months would be appropriate.

Council Member Johnston stated for the amount of the lien and the property value, initiating foreclosure proceedings at this time seemed excessive.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini to proceed with the foreclosure of property listed in Item 3 with the caveat that the new owner is contacted and offered to settle the lien. Motion failed 1-4.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini to send a letter to the current homeowner from Counsel that he/she has 90 days to satisfy the current liens, with it being brought back for Council review. Motion carried 5-0.

Council Member Bradburn pointed out the property has recently changed hands and questioned if the owners would have already been advised about the liens. She pointed out the owner lives in Spring Hill and there has been no expressed interest to develop the lot. She believed notice had already been served.

Vice-Mayor Burnett advised the owner of the lot had the intention of cleaning it but he understood they needed to cross other lots to get there and were denied access.

Council Member Bradburn confirmed with Director Geiger that it is along a public right-of-way. Director Geiger advised they should have legal access to the lot.

CITIZEN INPUT

Mayor Hohn called for citizen input; there was none.

ITEMS BY COUNCIL

Cliff Taylor, City Attorney

Sunshine Law Presentation

Attorney Taylor advised the State of Florida has asked him to present a Sunshine Law and Open Government presentation to the police and fire pension board trustees in Orlando on Wednesday. He agreed to do that for them.

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha reminded Council about the Pavement Management Workshop tomorrow evening.

REGULAR COUNCIL MEETING MINUTES – November 17, 2014

Joseph E. Johnston, III, Council Member

Speed Limit

Council Member Johnston commented on the 45 mph speed limit coming into town. City Manager Norman-Vacha advised they have reported it but it has not been corrected yet.

He thanked outgoing Council Members for their service.

Lara Bradburn, Council Member

League of Cities Legislative Conference

Council Member Bradburn advised the bill to help prevent the sunset of the enterprise zone is progressing. She stated they will be receiving several resolutions to add to the lot that will be presented to delegations.

She expressed appreciation for being able to serve with this Council and reviewed some of the accomplishments.

Joe Bernardini, Council Member

Council Member Bernardini reminded everyone that Wednesday is recycle day and commented about his time as a Council Member. He expressed appreciation for all of the City staff.

Frankie Burnett, Vice-Mayor

Vice-Mayor Burnett agreed with Council Member Johnson's comments and stated it's been an outstanding Council.

Veteran's Parade

He stated he had a wonderful time at the Veteran's Parade and he always participates because the Veterans mean so much to him.

Pavement Management Workshop

He wanted to make sure that all of the newly elected Council Members were contacted so they can be present at the meeting.

Thanksgiving

He wished everyone a Happy Thanksgiving and said that he and his family will be giving out Thanksgiving baskets and dinners on the day of Thanksgiving. He invited anyone to help if they are interested.

He thanked the City Manager and City staff for their hard work. He reminded incoming Council members about the people who elected them.

Kevin Hohn, Mayor

Mayor Hohn thanked Council for serving with him. He challenged the new Council members to go with what they think is best and what the people they represent would want them to do. He expressed appreciation to the City Manager for all of her assistance. He

REGULAR COUNCIL MEETING MINUTES – November 17, 2014

thanked all of the City employees for their good spirit and wanting to do what is best for the City.

He asked the new Council members to remember that you can't run a government without revenue and you can't get your revenue from just one source. He wished everyone the best of luck.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:48 p.m.

Deputy Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE, FL 34601**

**PAVEMENT MANAGEMENT WORKSHOP
MINUTES**

November 18, 2014

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Kevin Hohn; Frankie Burnett, Vice-Mayor; Council Members Joe Bernardini, Lara Bradburn and Joseph E. Johnston, III, in attendance. Also present were T. Jennene Norman-Vacha, City Manager; Ryan Timothy, Deputy City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works and Elizabeth Lester, Law Clerk/Hogan Law Firm.

The workshop was called to order at 6:00 p.m. by Mayor Hohn.

ASPHALT MANAGEMENT PAVEMENT PROGRAM

Alan Garman of Greenman-Pedersen Inc. discussed the City's Pavement Management Plan and the development of priorities. He presented examples of the current problems with City streets and sidewalks and explained the cost estimates in detail.

Council Member Bradburn took her seat at 6:11 p.m.

Council Member Johnston asked if the utilities in the streets have been located. Mr. Garman said they have been found both under and beside the streets. He believes most will be identified because of the depth they are digging due to unsuitable soils. Council Member Johnston confirmed if there is a problem with the utilities being under the street it should be known at the time the street is being done so Council can decide whether or not to repair it.

Council Member Bradburn stressed that Council needs to have input on the decision making regarding any additional repair that is discovered.

Dale Ravencraft of Greenman-Pedersen Inc. reviewed the major problems that they encountered and the increase in costs. He stated their intention has always been to fix the streets with the most cost-effective, long term approach.

Mr. Garman reviewed the City's street design and how it affects the options for improvement. Moving forward, he advised it's appropriate to do the surveying and core borings when you're closer to doing to the actual construction.

Mayor Hohn asked about continuing rise in cost even though the price of crude has decreased. Mr. Garman stated that there are not many local contractors, plus the developers are busy in other areas. He advised the unit prices of the selected contractors have remained stable.

Council Member Johnston, referring to the original budget of \$300,000, asked how many years they would be looking at taking into consideration the cost increase. Mr. Garman stated it had

PAVEMENT MANAGEMENT WORKSHOP MINUTES - NOVEMBER 18, 2014

been discussed and it seems that when the first ones on the list are finished it may be time to fix them again. Council Member Johnston stated how the funding is also a problem since they anticipated this coming from the red light camera revenue. If that revenue is taken away the completion time would be extended even more.

Mr. Garman mentioned the MSBU program used by the County. Council Member Bradburn stated that she will never be a supporter of this type of program unless the MSBU is 100% deferred payment and the land owners are paying it themselves. Mr. Garman pointed out that the City of Brooksville has some good parks and a lot of volunteers that help to maintain the parks. Spring Hill does not have that type of support so they look to the County taxpayers. Council Member Bradburn believes since the City residents bought land with improved infrastructure they should expect improvements without paying more money for a MSBU.

Council Member Johnston speculated that the rationale for the substandard road base would have been that Brooksville had low traffic volume and they didn't plan for the future. Mr. Garman commented that it is not even known what the standards were back then.

Council Member Johnston and Council Member Bradburn requested the written monthly reports to include more detail. Council Member Bernardini suggested a monthly or quarterly report to Council in person.

Discussion continued about the need for continual communication as problems are identified so Council can continue to make the best decisions. Vice-Mayor Burnett expressed the need to be careful with the decision making because proper drainage will ruin a road. He believed the priority list needs to be developed in a way that the most used roads should be addressed first. He thinks the residents need to be educated and participate in the choices.

Council Member Bradburn commented on the attraction of the City's brick streets. She discussed her visit to Winter Park and the job they did repairing hundreds of brick streets. She pointed out that they found somebody to create new bricks and they mixed them with the old. Vice-Mayor Burnett believes the sub-base and base of the street is a reason for the higher cost for repair in Brooksville. He stressed how difficult it can be to compare because of the varying circumstances. Council Member Bradburn pointed out that it is more cost effective to rehab a brick street than to rebuild any street in the city.

Mr. Garman extended an invitation to new Council members to visit him at the office if they would like to obtain additional information.

Council Member Bradburn asked Council Member Johnston to include Bell Avenue in the next phase. Council Member Johnston pointed out the first phase may be divided in half. He stated it is still his priority to accomplish this but the priorities of the new Council will need be considered and they will have to discuss how to pay for the projects.

Discussion continued about infrastructure and funding.

Mayor Hohn called for citizen comments; there was none.

ADJOURNMENT

There being no further business to discuss, the workshop was adjourned at 7:31 p.m.

Deputy City Clerk

Attest: _____
Mayor

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

MINUTES

December 1, 2014

7:00 P.M.

Brooksville City Council met in regular session with Frankie Burnett, Vice-Mayor; Council Members Robert Battista, Betty Erhard, Natalie Kahler, and Joseph E. Johnston, III, in attendance. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice Peters, City Clerk; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; Tim Mossgrove, Fire Chief and George Turner, Police Chief.

The meeting was called to order at 7:00 p.m. by Vice-Mayor Burnett followed by an Invocation and the Pledge of Allegiance.

OATH OF OFFICE

Swearing in of New Council Members

Seat No. 1 - Robert Battista, for a 4-year term of office through 12/03/18

Seat No. 4 - Betty Erhard, for a 4-year term of office through 12/03/18

Seat No. 5 - Natalie Kahler, for a 4-year term of office through 12/03/18

The Honorable Donald Scaglione, Circuit Judge, Hernando County, performed the swearing in ceremony.

Virginia Singer, Hernando County Public Information Manager, welcomed the new Council members on behalf of Hernando County.

SELECTION OF OFFICERS

Selection of Mayor

Nomination:

Nomination of Vice-Mayor Burnett for Mayor was made by Council Member Johnston, which he accepted.

Mayor Burnett called for nominations for Vice-Mayor.

Selection of Vice-Mayor

Nomination:

Nomination of Council Member Johnston for Vice-Mayor was made by Council Member Battista, which he accepted.

REGULAR COUNCIL MEETING MINUTES - DECEMBER 1, 2014

COUNCIL MEMBER RECOGNITION

Resolution No. 2014-21 – Outgoing Council Member Recognition

Presentation of Resolution recognizing 22 years of service of outgoing Council Member Joe Bernardini.

The resolution was read in its entirety by Mayor Burnett and a ceremonial resolution was presented to outgoing Council Member Joe Bernardini.

Motion:

Motion was made by Vice-Mayor Johnston and seconded by Council Member Battista for approval of Resolution No. 2014-21.

City Clerk Peters read Resolution No. 2014-21 by title, as follows:

A RESOLUTION IN APPRECIATION OF A TOTAL OF TWENTY-TWO YEARS OF SERVICE BY JOE BERNARDINI AS CITY COUNCILMAN FOR THE CITIZENS OF THE CITY OF BROOKSVILLE.

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

Council Member Battista	Aye
Council Member Erhard	Aye
Council Member Kahler	Aye
Vice-Mayor Johnston	Aye
Mayor Burnett	Aye

Mr. Bernardini gave an outgoing speech and commended incoming Council for taking the step to serve the Community.

Resolution No. 2014-22 – Outgoing Council Member Recognition

Presentation of Resolution recognizing 8 years of service of outgoing Council Member Lara Bradburn.

The resolution was read in its entirety by Mayor Burnett and a ceremonial resolution was presented to outgoing Council Member Bradburn.

Motion:

Motion was made by Vice-Mayor Johnston and seconded by Council Member Kahler for approval of Resolution No. 2014-22.

City Clerk Peters read Resolution No. 2014-22 by title, as follows:

A RESOLUTION IN APPRECIATION OF A TOTAL OF EIGHT YEARS OF SERVICE BY LARA BRADBURN AS CITY COUNCILMAN FOR THE CITIZENS OF THE CITY OF BROOKSVILLE.

REGULAR COUNCIL MEETING MINUTES - DECEMBER 1, 2014

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

Council Member Erhard	Aye
Council Member Kahler	Aye
Council Member Battista	Aye
Vice-Mayor Johnston	Aye
Mayor Burnett	Aye

Ms. Bradburn gave an outgoing speech and congratulated incoming Council.

Resolution No. 2014-23 – Outgoing Council Member Recognition & Mayoral Plaque

Presentation of Resolution recognizing more than 3 years of service of outgoing Council Member Kevin Hohn and Mayoral appreciation plaque.

The resolution was read in it's entirety by Mayor Burnett and a ceremonial resolution was presented to outgoing Mayor Hohn, along with the Mayoral plaque.

Motion:

Motion was made by Vice-Mayor Johnston and seconded by Council Member Erhard for approval of Resolution No. 2014-23.

City Clerk Peters read Resolution No. 2014-23 by title, as follows:

A RESOLUTION IN APPRECIATION OF A TOTAL OF MORE THAN 3 YEARS OF SERVICE BY KEVIN HOHN AS CITY COUNCILMAN FOR THE CITIZENS OF THE CITY OF BROOKSVILLE.

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

Council Member Kahler	Aye
Council Member Battista	Aye
Council Member Erhard	Aye
Vice-Mayor Johnston	Aye
Mayor Burnett	Aye

Mr. Hohn gave an outgoing speech and congratulated incoming Council. He thanked the City Manager and staff for their support and hard work.

Council took a 20-minute recess.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghiotto Beautification Award - Commercial Award

Recognition of improvements to the property owned by the First United Methodist Church located on Broad Street at Orange Avenue, known as The Brooksville Common.

Scott Renz, Beautification Board Chair, congratulated the new council members and reviewed the award. The award was presented to Doug Zipperer of the First United Methodist Church. Mr. Zipperer gave a brief history of the property and invited everyone

REGULAR COUNCIL MEETING MINUTES - DECEMBER 1, 2014

to stop by the Brooksville Common. He thanked Council for the award and pointed out that Lara Bradburn is on the board. Ms. Bradburn reviewed the church event called "First Fridays" that is free of charge and invited everyone to attend. She advised all of the events are listed on The Brooksville Common website in the link for First United Methodist Church.

Mr. Renz congratulated the new Council members and expressed his appreciation for outgoing Council.

Draft 2040 Long Range Transportation Plan Presentation

Presentation of proposed 2040 Long Range Transportation Plan.

Dennis Dix of the Hernando-Citrus Metropolitan Planning Organization reviewed the draft 2040 Long Range Transportation Plan. He advised it is a federal requirement that the plan is updated every 5 years. This plan will be adopted on Tuesday, December 9th.

Mr. Dix pointed out some significant plans in Hernando County which included the widening of County Line Road and relocation and widening of US 41. He stated once this is complete we can look to the reversion of the one-way pairs. He advised the long term plan also includes moving US 98/Cobb Road.

Referring to the City's desire for trails, Mr. Dix advised a study area has been added to the plans for a trail link. The D.O.T. is committing \$180,000 to its analysis and it will have the same ranking with the M.P.O. as the rest of the trail system.

Council Member Kahler confirmed this is in addition to the route on State Road 50. Mr. Dix explained that D.O.T. wanted a trail on State Road 50 in the original plan because of the high speed traffic and trucks. He stated over the last two years the coast to coast trail has created a lot of interest and available funding. The Good Neighbor Trail will be part of that connection. He also pointed out that a wide walk going south from Liberty to the trailhead has been added to the map as a project.

Mr. Dix advised the trail plan will be amended in March due to a failed referendum. He stated that factors will include what projects the County will be able to complete on their road network and how it will impact the City.

Mr. Dix reviewed planned changes to the transit system over the next three years. This includes a new route going through Brooksville to Pasco County. He advised it's the first time they will be connecting to another transit system. There will also be an extra bus added to the purple route increasing it to three buses total. This will improve the bus service time and allow people to travel out of the county if needed.

CITIZENS INPUT

Mayor Burnett called for citizen input.

Pat Miketinac expressed his appreciation to the outgoing and incoming Council. He elaborated on the proposed red light cameras referendum and asked that Council vote to not renew the red light cameras contract.

REGULAR COUNCIL MEETING MINUTES - DECEMBER 1, 2014

Shirley Miketinac congratulated incoming Council, encouraging Council to talk to constituents and listen to their concerns.

Barbara Nicholas discussed her red light camera ticket.

Jason Kahler congratulated incoming Council, expressing his admiration for his wife, Council Member Natalie Kahler.

CONSENT AGENDA

Minutes

April 29, 2014	Pension Workshop
May 5, 2014	Regular Meeting
August 18, 2014	Regular Meeting
September 15, 2014	Regular Meeting
October 6, 2014	Regular Meeting

Dumpster Supply Purchase

Consideration of approval to purchase replacement dumpsters for commercial accounts via piggybacking on the City of Lakeland's bid award with Iron Containers, LLC for an amount not-to-exceed the \$26,433 approved by Council in the FY2015 Budget and to surplus dumpsters being replaced.

Motion:

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

REGULAR AGENDA

2015 Annual Holiday and Meeting Schedule

Review and consideration of proposed meeting and holiday schedule for 2015, including tentative budget workshops and public hearing dates, pursuant to City Code and Policy.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Erhard for approval of the 2015 Annual Holiday Meeting Schedule. Motion carried 5-0.

Intergovernmental, Board Assignments and Organizations - City Council

Appointments to various Boards and Committees.

External Boards/Committees

Anti Drug Coalition
Community Alliance
Metropolitan Planning Organization (MPO)

Take Stock in Children
Tourist Development Council
Withlacoochee Regional Planning Council

Current Council Representative

Frankie Burnett
Frankie Burnett
Joe Johnston
Robert Battista, Alternate
Frankie Burnett
Betty Erhard
Joe Johnston

REGULAR COUNCIL MEETING MINUTES - DECEMBER 1, 2014

Withlacoochee Regional Water Supply Authority
Youth and Family Alternatives

Robert Battista
Frankie Burnett

City Boards/Committees

Beautification Board
Brooksville Cemetery Advisory Board
Good Neighbor Trail Advisory Committee
Parks and Recreation Advisory Board

Current Council Representative

Betty Erhard
Frankie Burnett
Natalie Kahler
Natalie Kahler

CITIZEN INPUT

Mayor Burnett called for citizens input.

Kojack Burnett congratulated incoming Council.

ITEMS BY COUNCIL

Robert Battista, Council Member

Mr. Battista stated that he looks forward to working with the other Council members. He reminded everyone that Wednesday is recycling.

Betty Erhard, Council Member

Council Member Erhard stated that she looks forward to working with everyone and it is going to be a great year.

Natalie Kahler, Council Member

BROOKSVILLE FACT

Council Member Kahler advised Hernando High School started in 1889 and is one of the oldest operating schools in the country.

She stated she is honored and excited to be serving as a Council Member.

Joseph E. Johnston, III, Vice-Mayor

Vice-Mayor Johnston welcomed new Council members.

INTERSECTION 41/50

He advised there is a right turn on red light. He confirmed with Chief Turner that it is legal to turn without stopping when the green arrow is on and people are not being ticketed.

Frankie Burnett, Mayor

Mayor Burnett welcomed new Council members and asked that Council coordinate with the City Manager when visiting staff. He added that items can be added to an agenda by contacting the City Manager or during meeting discussions.

REGULAR COUNCIL MEETING MINUTES - DECEMBER 1, 2014

THANKSGIVING BASKETS

He thanked everyone who participated in giving away Thanksgiving dinners. He advised they served approximately 20 dinners to people living in the wooded area of the Housing Authority property and expressed sadness over seeing homeless living outside the vacant buildings.

CHRISTMAS GIVING

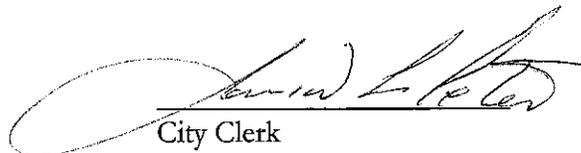
He advised he will soon be trying to collect gifts for those who can't afford it. He advised they do not service people who receive government assistance. He stated that any help in this endeavor is greatly appreciated. He asked for Council to approve a box to be placed in the reception area to collect non-perishable can items. He also stated that Walmart on 41 will be matching any gift certificates purchased with 30% to help.

He expressed appreciation to the City Manager and staff.

Vice-Mayor Johnston asked for details about the Walmart gift certificate. Vice-Mayor advised gift certificates should be given to him and he will receive the 30% during redemption.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:43 p.m. to the Council Member reception.



City Clerk

Attest: _____
Mayor



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS, BROOKSVILLE CITY COUNCIL

VIA: JENNENE NORMAN-VACHA, CITY MANAGER

FROM: GEORGE B. TURNER, CHIEF OF POLICE

SUBJECT: BUDGET AMENDMENT TO POLICE DEPARTMENT POLICE GRANTS AND DONATION FUND 123

DATE: DECEMBER 15, 2014

GENERAL INFORMATION/BACKGROUND: The Brooksville Police Department submitted an on line application for a donation from the Walmart Corporation to purchase promotional items to support our Community Policing Program. On November 20, 2014, Walmart Check #3582203 in the amount of \$ 1,000 was received and deposited in Fund 123 for said purchases as needed in the fiscal year 2015.

BUDGET IMPACT: Fund 123, (Police Grants and Donation Fund) was established to receive donated monies from corporations and/or citizens to purchase specific items identified to support law enforcement needs. At the time of 2015 budget preparations, this specific donation had not been applied for or approved, and therefore was not noted as a revenue or an expenditure in the approved budget. It is requested that the City Council approve a budget amendment to reflect the \$1,000 revenue, and for an expenditure of \$1,000 to purchase promotional items in support of the Brooksville Police Department's Community Policing initiatives.

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

STAFF RECOMMENDATION: Staff recommends approval of the requested budget amendments in Fund 123, Police Grants and Donation Fund.

ATTACHMENT:

1. Walmart Corporation check stub
2. Budget Amendment Form

Attachment 1

IN PAYMENT
OF INVOICES TO

*** Walmart ***
702 S.W. 8th ST.
BENTONVILLE, AR 72716

*** INCLUDES**

AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMA*USA
NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WAL-MART PHARMACY OF MICHIGAN, INC.
WAL-MART PUERTO RICO, INC.

DATE OF CHECK
11 20 14

PAGE **1**

CHECK NUMBER
3582203

DATE			INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNTS/ ALLOWANCES	NET AMOUNT
MO.	DAY	YR.							
11	17	14	22094425	05-9000	32900779		1,000.00	0.00	1,000.00
VENDOR NO. 340356997/9999999997			Wal-Mart Giving - One Time V				1,000.00	0.00	1,000.00
							TOTAL	0.00	1,000.00

* VENDOR: Deduction codes are described on the reverse side of this statement.

Attachment 2



AGENDA ITEM NO. F-3
12/15/14

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS, BROOKSVILLE CITY COUNCIL

VIA: JENNENE NORMAN-VACHA, CITY MANAGER

FROM: GEORGE B. TURNER, CHIEF OF POLICE

SUBJECT: 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

DATE: DECEMBER 15, 2014

GENERAL INFORMATION/BACKGROUND: The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) for the FFY 2014 JAG funds. These grant funds are distributed to units of local government based on local population and crime statistics reported to FDLE.

FDLE has allocated \$2,583 from this award for use by the Brooksville Police Department, in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. P.D. has identified the need to upgrade Mobile Digital Terminals in patrol vehicles and will be writing a program grant for this purchase. Deadline for submission is December 19, 2014.

BUDGET IMPACT: The Brooksville Police Department will purchase the Mobile Digital Terminals identified by the submission deadline (December 19, 2014) that meets the specifications of the JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. Upon approval of the Program by FDLE, and signing of the Acceptance Letter by the Mayor, the grant funds would be deposited into Fund 118, Justice Assistance Grant (JAG). Budget amendment is attached.

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

STAFF RECOMMENDATION: Staff recommends that the City Council approve authorization for the City Manager to sign the initial program/application submission, and further authorize the Mayor to sign the Acceptance Letter. Staff also recommends the approval of attached budget amendment increasing the revenue and expenditure of the awarded grant funds within Fund 118.

ATTACHMENT:

1. FDLE letter of notification of the 2014 JAG dated 11/05/14
2. Budget Amendment

Attachment 1



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

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

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

November 5, 2014

The Honorable Kevin Hohn, III
Mayor
City of Brooksville
201 Howell Avenue Suite 300
Brooksville, Florida 34601

Re: Federal Fiscal Year (FFY) 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)
Program – Florida JAG Direct

Dear Mayor Hohn:

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) for FFY 2014 JAG funds. These grant funds are distributed to units of local government based on local population and crime statistics reported to FDLE.

FDLE has allocated \$2,583.00 from this award for use by your agency, in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. Please note these funds require monthly or quarterly expenditure and performance reporting. Specific program requirements for these JAG funds and general instructions regarding the application process and a list of federal purpose areas can be found at <http://www.fdle.state.fl.us/Content/grants/jagd.aspx>. Applications that do not comply with the instructions or do not include all required information will be returned for revision or will have a special condition withholding funds placed on the grant at the time of award.

Recipients must apply online using FDLE's grant management system, Subgrant Information Management Online (SIMON). SIMON can be accessed at <http://simon.fdle.state.fl.us>. The Project Start and End Dates on the application should reflect the period **February 1, 2015** through **June 30, 2015**.

Application completion will require an "Announcement Code" which is a security feature allowing access to the application. The Announcement Code for this application is **JAGD1415**. This code is currently activated and will remain active through the deadline for submission. Application completion will not be possible without the announcement code. A user manual and video tutorial are available online for assistance. The deadline for submission is **Friday, December 19, 2014**.

In addition to the electronic submission, recipients must print the completed application and required certifications and submit two hard copies (with original signatures) by **Wednesday, December 31, 2014** to:

Physical address for courier delivery:

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

Mailing address for USPS delivery:

Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302-1489

Attachment 2



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: TIM MOSSGROVE, FIRE CHIEF *Tim Mossgrove*
SUBJECT: FIRE ASSESSMENT COLLECTION INTERLOCAL AGREEMENTS
DATE: DECEMBER 4, 2014

GENERAL SUMMARY/BACKGROUND: The City of Brooksville's interlocal agreements with the Hernando County Property Appraiser and the Hernando County Tax Collector for collection of non-ad valorem assessments and reimbursement of necessary administrative costs incurred in implementing the uniform method is presented for consideration of continuance.

Per Section 7 of the agreements, they automatically renew annually unless the City informs the Property Appraiser, as well as the Hernando County Tax Collector and the Department of Revenue, by January 10 of each calendar year of its intent to discontinue the use of the uniform method of collecting the Brooksville Fire Assessment.

BUDGET IMPACT: The 2015 Budget includes the Brooksville Fire Department Fund 143 based on actions taken by City Council pertaining to the levying of fire assessments as a source of revenue to fund the fire department.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take actions on matters of fiscal benefit and pursuant to Sec. 1.03 of the City's Charter, the City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. Florida Statute §163.01 provides for interlocal government cooperation.

STAFF RECOMMENDATION: Staff recommends Council approval to allow for continuation/renewal of the agreements with the Hernando County Property Appraiser and the Hernando County Tax Collector, as individually approved March 4, 2013.

ATTACHMENT:

1. Hernando County Property Appraiser Interlocal Agreement
2. Hernando County Tax Collector Interlocal Agreement

Attachment 1

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BROOKSVILLE AND
THE HERNANDO COUNTY PROPERTY APPRAISER
REGARDING NON-AD VALOREM ASSESSMENTS FOR
THE CITY OF BROOKSVILLE**

This Interlocal Agreement (“Agreement”) dated this 4th day of March, 2013 is entered into by and between the City of Brooksville, Florida (“CITY”), a municipal corporation under the laws of the State of Florida, and the Hernando County Property Appraiser (“PROPERTY APPRAISER”) in and through John C. Emerson, CFA, a Constitutional Officer of the State of Florida, whose address is 20 North Main Street, Room 463, Brooksville, Florida.

WITNESSETH

WHEREAS, the CITY is authorized to impose non-ad valorem assessments and by, resolution, has expressed its intent to use the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes; and;

WHEREAS, chapter 197, Florida Statutes, requires that the CITY enter into a written agreement with the PROPERTY APPRAISER for reimbursement of necessary administrative costs incurred in implementing the uniform method; and,

WHEREAS, chapter 197, Florida Statutes, provides that the CITY shall reimburse the PROPERTY APPRAISER for necessary administrative costs; and,

WHEREAS, a separate agreement between the CITY and the Hernando County Tax Collector must be entered into that expresses the responsibility of the Hernando County Tax Collector and the CITY regarding the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes before this agreement becomes serviceable; and,

WHEREAS, the parties desire to enter into this interlocal agreement.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

Section 1. Findings and Determination. The parties find and determine:

- A. The CITY is authorized to impose and levy a non-ad valorem special assessment by adoption of Resolution # 2012-10 and pursuant to Ordinance #830, as adopted by the CITY, herein referred to as “BROOKSVILLE FIRE ASSESSMENT” and has expressed its intent to use the statutory uniform method of notice, levy, collection and enforcement of the BROOKSVILLE FIRE ASSESSMENT, assessment as authorized by Sec. 197.363s, Fla.Stat., and Fla. Admin. Code R. 12D-18, as amended.
- B. The uniform statutory methodology, with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies, is fairer to the delinquent property owner than traditional lien foreclosure methodology.

- C. The uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector.
- D. Section 197.3632 (2) Fla.Stat., provides that the CITY shall enter into a written agreement with the PROPERTY APPRAISER for reimbursement of necessary administrative costs incurred in implementing the uniform methodology law.
- E. Section 197.3632(8) (C), Fla.Stat., provides that the CITY shall compensate the PROPERTY APPRAISER for actual costs of preparing the tax roll to implement the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment.

Section 2. Purpose and Title. The purpose of this Agreement is to establish the terms and conditions under which the PROPERTY APPRAISER shall assist the CITY in developing and preparing the tax roll to implement the BROOKSVILLE FIRE ASSESSMENT, a non ad-valorem special assessment levied by the CITY to include reimbursement by the CITY to the PROPERTY APPRAISER for actual costs pursuant to Section 197.3632 (8) (C), Fla.Stat.; and for necessary administrative costs, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the PROPERTY APPRAISER by the uniform methodology as provided in Section 197.3632, Fla. Stat.

Section 3. Authority for Agreement. The parties are authorized to enter into and to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Ch. 163, 166, and Ch. 197.

Section 4. Definitions. For the purpose of this Agreement, the following definitions apply.

- A. Non-ad valorem assessments and special assessments are hereinafter referred to as “non-ad valorem assessments.”
- B. The term “non-ad valorem special assessments” means those “assessments” or “special assessments” or non-ad valorem assessments levied by the CITY’S governing body, as such may be levied by the CITY from time to time.

Section 5. CITY’S Obligations. The CITY agrees, covenants and contracts to the following:

- A. The CITY shall be responsible for imposing non-ad valorem assessments pursuant to general and special law and all other applicable requirements relating to the establishment of non-ad valorem assessments, which are collected in the same manner as ad valorem taxes are collected.
- B. The CITY will impose non-ad valorem assessments using the uniform method for the levy, collection, and enforcement under the provisions of chapter 197, Florida Statutes.
- C. Reimburse the PROPERTY APPRAISER for actual costs incurred pursuant to Sec. 197.362(8)(C), Fla.Stat.
- D. Reimburse the PROPERTY APPRAISER for necessary reasonable administrative costs for the development and preparation of the tax roll to implement the BROOKSVILLE FIRE

ASSESSMENT, Ordinance #830, a non-ad valorem assessment under the uniform law, pursuant to Sec. 197.3632(2), Fla.Stat.; to include, but not be limited to, those costs associated with personnel, forms supplies, data processing, computer equipment, postage and programming. Such administrative costs include, but are not limited to, costs incurred for providing information to the CITY for the development of the non-ad valorem assessment roll pursuant to Fla. Stat. Ch. 197; for providing the CITY with a copy of the non-ad valorem assessment roll upon request by the CITY so that it may be certified to the TAX COLLECTOR in accordance with time frames pursuant to Florida Statutes or schedules promulgated by the PROPERTY APPRAISER and/or Tax Collector.

- E. The CITY, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment pursuant to Sec. 197.3632 and Sec. 197.3635, Fla. Stat. and all applicable rules promulgated by the Department of Revenue there under.
- F. The CITY shall inform the PROPERTY APPRAISER, as well as the Hernando County Tax Collector and Department of Revenue, by January 10 of the calendar year in which it intends to discontinue using the uniform method of collection and enforcement of the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem assessment.
- G. The CITY agrees to abide by and implement its duties under the uniform law pursuant to, and consistent with, all the provisions of Sec. 197.3632 and Sec. 197.3635, Fla.Stat., or their successor statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.
- H. The CITY further agrees that it will strictly follow and will be responsible for complying with the following procedures and conditions:
 - 1. Using electronic data supplied by the PROPERTY APPRAISER, the CITY shall determine and identify the names and addresses of the property owners, the descriptions, parcel numbers and the amount of the assessment of the parcels subject to the non-ad valorem assessments under this Agreement.
 - 2. It will be solely at the CITY'S expense and pursuant to the CITY'S responsibility to develop and provide to the PROPERTY APPRAISER, on compatible electronic medium, a list of the parcels to be assessed.
 - 3. The CITY shall meet the PROPERTY APPRAISER'S imposed deadlines and timetables as administered and determined by the PROPERTY APPRAISER.
 - 4. The CITY will be solely responsible of notifying effected property owners of any and all proposed non-ad valorem assessments.

Section 6. Duties of the PROPERTY APPRAISER.

- A. The PROPERTY APPRAISER shall prepare a non-ad valorem tax roll for special assessments for the CITY, pursuant to Sec. 197.3632 and Sec. 197.3635, Fla.Stat., and their successor provisions and any applicable rules and their successor rules promulgated by the Department of

Revenue and in accordance with Ordinance #830 adopted by the CITY, so long as said Ordinance #830 shall themselves each and every one clearly state intent to use the uniform method for collecting such assessment and so long as they are further not inconsistent with, or contrary to, the provisions of Sec. 197.3632 and Sec. 197.3635, Fla.Stat., and their successor provisions and all applicable rules.

- B. The PROPERTY APPRAISER agrees to cooperate with the CITY in implementing the uniform methods for collecting and enforcing the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment pursuant to Sec. 197.3632 and Sec. 197.3635, Fla.Stat. and any successor provisions and applicable rules.
- C. If the PROPERTY APPRAISER discovers errors or omission on such roll, the PROPERTY APPRAISER may request the CITY to file a corrected roll or a correction of the amount of any assessment and the CITY shall bear the cost of any such error or omission.
- D. The PROPERTY APPRAISER on the PROPERTY APPRAISER'S database shall maintain the CITY'S non-ad valorem tax roll and asset information.

Section 7. Term. The term of the Agreement shall commence for the 2013 Tax Roll Year, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless the CITY shall inform the PROPERTY APPRAISER, as well as the Hernando County Tax Collector and the Department of Revenue, by January 10 of each calendar year if the CITY intends to discontinue to use the uniform method of collecting BROOKSVILLE FIRE ASSESSMENT pursuant to Section 197.3632 (6), Fla. Stat.

Section 8. Termination. Either party may terminate this Agreement without cause upon giving the non terminating party thirty (30) days written notice prior to the effective date of termination. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a signed proof of delivery.

- A. In the event that the CITY does not reimburse the PROPERTY APPRAISER for the costs incurred as provided herein, the PROPERTY APPRAISER may terminate this Agreement upon ten (10) calendar days written notice of his election to terminate pursuant to this section.
- B. In the event this Agreement is terminated by the CITY effective after January 1 of any given year, the PROPERTY APPRAISER shall be reimbursed in full for the work or services performed based on the value of the current year's non-ad valorem assessment roll.
- C. In the event funds to reimburse to PROPERTY APPRAISER for costs incurred for completion of the above referenced services become unavailable, the CITY may terminate this Agreement upon no less than fifteen (15) calendar days notice, written and delivered to the PROPERTY APPRAISER. The CITY shall be the final authority as to the availability of funds.

Section 9. Compliance with Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem assessment promulgated by the CITY not inconsistent with, or contrary to, the provisions of Sec. 197.3632, Fla.Stat. and Sec. 197.3635, Fla.Stat., and any subsequent amendments to said statutes and any rules duly promulgated pursuant to these statutes by the Department of Revenue.

Section 10. Payment. For the 2013 Tax Roll Year and subsequent years, unless otherwise agreed to, the PROPERTY APPRAISER shall prepare an invoice to the CITY for administrative fees due based on two percent (2%) of the value of each non-ad valorem assessment levied for that year. The Tax Collector shall remit to the PROPERTY APPRAISER by January 15 of the year following the use of the uniform method of collection, those fees due and payable prior to the final disposition of funds to the CITY.

Section 11. 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 prepaid, 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 disclosure required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

John C. Emerson, CFA
Hernando County Property Appraiser
20 North Main Street, Room 463
Brooksville, FL 34601-2893

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

With a Copy To:

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

Section 12. Covenant of Further Assurances. The parties agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

Section 13. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the BROOKSVILLE FIRE ASSESSMENT as described above. No oral statements, representations or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

Section 14. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the parties.

Section 15. Assignment. No assignment, delegation or transfer of this Agreement, or any part hereof, shall be made, unless approved in writing by the parties.

Section 16. Binding Effect. This Agreement shall be binding upon the respective successor, administrators, executors, heirs, and assigns of the parties hereto.

Section 17. General. 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. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement. If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

Section 18. Waiver. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be considered to be a modification of the terms of this Agreement.

Section 19. Governing Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Hernando County, Florida and that each party may seek all remedies available at law or in equity.

Section 20. Hold Harmless and Attorney's Fees. The CITY acknowledges that the PROPERTY APPRAISER has no duty, authority or responsibility in the imposition and levy on non-ad valorem special assessment and that it is the sole responsibility and duty of the CITY to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments. The PROPERTY APPRAISER shall not be liable regarding the imposition, levy, roll preparation and certification of any special assessments, containing errors, mistakes and omissions that are caused by the CITY, its employees or agents. In the event the PROPERTY APPRAISER is named as a party or otherwise joined in litigation challenging non-ad valorem assessment(s) subject to this Agreement, the PROPERTY APPRAISER shall provide for his own legal representation, and shall be entitled to reimbursement from the CITY for reasonable attorney fees and costs associated with such representation.

Section 21. Force Majeure. In the event PROPERTY APPRAISER'S or CITY'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 within Hernando County, 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.

Section 22. Validity and Severability. It is declared to be the intent of the parties to this Interlocal Agreement that, if any section, subsection, clause, sentence, phrase, term, condition or provision of this Agreement is for any reason held unconstitutional, invalid or unenforceable, the invalidity, unconstitutionality or unenforceability thereof shall not affect the validity of the remaining portions. In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

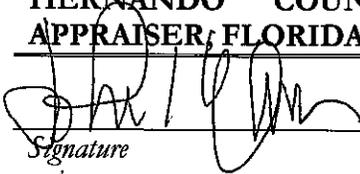
Section 23. Joint Preparation. The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 24. 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 same instrument.

IN WITNESS WHEREOF the parties hereto have caused the execution by their duly authorized officials on the dates indicated below.

HERNANDO COUNTY PROPERTY APPRAISER, FLORIDA

CITY OF BROOKSVILLE, FLORIDA


Signature


Signature

JOHN C. EMERSON
Printed Name

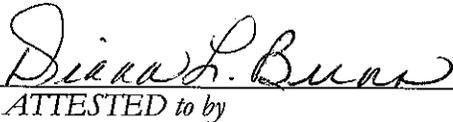
Lara Bradburn
Printed Name

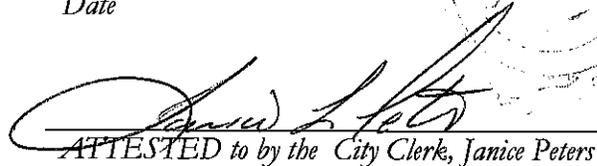
Hernando County Property Appraiser
Title

Mayor, Brooksville City Council
Title

3-12-2013
Date

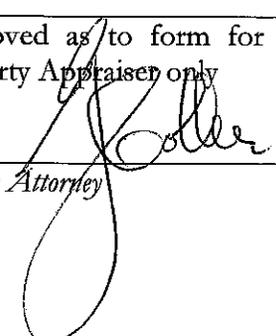
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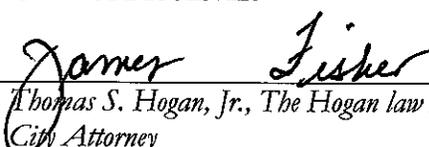

ATTESTED to by


ATTESTED to by the City Clerk, Janice Peters

Approved as to form for the reliance of the Property Appraiser only

Approved as to form for the reliance of the CITY of Brooksville


County Attorney


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

Attachment 2

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BROOKSVILLE AND
HERNANDO COUNTY TAX COLLECTOR
FOR THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM SPECIAL ASSESSMENTS**

This Interlocal Agreement ("Agreement") dated this 4th day of March, 2013 is entered into by and between the City of Brooksville ("CITY"), a municipal corporation under the laws of the State of Florida, and the Hernando County Tax Collector ("TAX COLLECTOR") in and through Sally L. Daniel, CFC, a Constitutional Officer of the State of Florida, whose address is 20 North Main Street, Room 112, Brooksville, Florida.

WITNESSETH

WHEREAS, the CITY is authorized to impose non-ad valorem assessments and, by resolution, has expressed its intent to use the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes; and;

WHEREAS, chapter 197, Florida Statutes, requires that the CITY enter into a written agreement with the TAX COLLECTOR for reimbursement of necessary administrative costs incurred in implementing the uniform method; and,

WHEREAS, chapter 197, Florida Statutes, provides that the CITY shall reimburse the TAX COLLECTOR for necessary administrative costs; and,

WHEREAS, a separate agreement between the CITY and the Hernando County Property Appraiser must be entered into that expresses the responsibility of the Hernando County Property Appraiser and the CITY regarding the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes before this agreement becomes serviceable; and,

WHEREAS, the parties desire to enter into this interlocal agreement.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

Section 1. Findings and Determination. The parties find and determine:

- A. The CITY is authorized to impose and levy a non-ad valorem special assessment by resolution as set forth in Ordinance #830 adopted by the City, herein referred to as "BROOKSVILLE FIRE ASSESSMENT" and has expressed its intent to use the statutory uniform method of notice, levy, collection and enforcement of the BROOKSVILLE FIRE ASSESSMENT, as authorized by Sec. 197.363, Fla.Stat., and Fla. Admin. Code R. 12D-18, as amended.
- B. The uniform statutory methodology, with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies, is fairer to the delinquent property owner than traditional lien foreclosure methodology.

- C. The uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the TAX COLLECTOR.
- D. Section 197.3632 (7) Fla.Stat., provides that the CITY shall bear all costs associated with any separate notice in the event the TAX COLLECTOR is unable to merge a non-ad valorem special assessment roll to provide the annual tax notice.
- E. Section 197.3632 (2) Fla.Stat., provides that the CITY shall enter into a written agreement with the TAX COLLECTOR for reimbursement of necessary administrative costs incurred in implementing the uniform methodology law.
- F. Section 197.3632(8)(C), Fla.Stat., provides that the CITY shall compensate the TAX COLLECTOR for actual costs of collecting BROOKSVILLE FIRE ASSESSMENT funds, a non-ad valorem special assessment.

Section 2. Purpose and Title. The purpose of this Agreement is to establish the terms and conditions under which the TAX COLLECTOR shall distribute BROOKSVILLE FIRE ASSESSMENT funds and enforce the collection of BROOKSVILLE FIRE ASSESSMENT funds as a non ad-valorem special assessment levied by the CITY to include reimbursement by the CITY to the TAX COLLECTOR for actual costs of collection pursuant to Section 197.3632 (8)(C), Fla.Stat.; any costs involved in separate mailings because of non merger of any non-ad valorem special assessment roll as certified by the CITY, pursuant to Section 197.3632 (7), Fla.Stat.; and for necessary administrative costs, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the TAX COLLECTOR by the uniform methodology as provided in Section 197.3632, Fla.Stat.

Section 3. Authority for Agreement. The parties are authorized to enter into and to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Ch. 163, 166, and Ch. 197.

Section 4. Definitions. For the purpose of this Agreement, the following definitions apply.

- A. Non-ad valorem assessments and special assessments are hereinafter referred to as “non-ad valorem assessments.”
- B. The term “non-ad valorem special assessments” means those “assessments” or “special assessments” or non-ad valorem assessments levied by the CITY’S governing body, as such may be levied by the CITY from time to time.

Section 5. CITY’S Obligations. The CITY agrees, covenants and contracts to the following:

- A. The CITY shall be responsible for imposing non-ad valorem assessments pursuant to general and special law and all other applicable requirements relating to the establishment of non-ad valorem assessments, which are collected in the same manner as ad valorem taxes are collected.
- B. The CITY will impose non-ad valorem assessments using the uniform method for the levy, collection, and enforcement under the provisions of chapter 197, Florida Statutes.

- C. Reimburse the TAX COLLECTOR for actual collections costs incurred pursuant to Sec. 197.3632(8)(C), Fla.Stat.
- D. Reimburse the TAX COLLECTOR for necessary reasonable administrative costs for the collection and enforcement of BROOKSVILLE FIRE CITY SPECIAL ASSESSMENT, Ordinance #830, a non-ad valorem assessment under the uniform law, pursuant to Sec. 197.3632(2), Fla.Stat.; to include, but not be limited to, those costs associated with personnel, forms supplies, data processing, computer equipment, postage and programming.
- E. To pay for, or alternatively to reimburse, the TAX COLLECTOR for any separate tax notice necessitated by the inability of the TAX COLLECTOR to merge the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment roll certified by the CITY pursuant to Sec. 197.3632(7), F.S.
- F. The CITY, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment pursuant to Sec. 197.3632 and Sec. 197.3635, Fla.Stat. and all applicable rules promulgated by the Department of Revenue there under.
- G. By September 15 of each calendar year, the CITY shall officially certify to the TAX COLLECTOR the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in a format approved by the TAX COLLECTOR. The CITY shall post the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem roll and shall take all reasonable measures to ensure that the BROOKSVILLE FIRE ASSESSMENT non-ad valorem special assessment roll be free of errors and omissions.
- H. The CITY shall inform the TAX COLLECTOR, as well as the Hernando County Property Appraiser and Department of Revenue, by January 10 of the calendar year in which it intends to discontinue using the uniform method of collection and enforcement of the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem assessment.
- I. The CITY agrees to abide by and implement its duties under the uniform law pursuant to, and consistent with, all the provisions of Sec. 197.3632 and Sec. 197.3635, Fla. Stat., or their successor statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.
- J. The CITY further agrees that it will strictly follow and will be responsible for complying with the following procedures and conditions:
 - 1. Using electronic data supplied by the Hernando County Property Appraiser, the CITY shall determine and identify the names and addresses of the property owners, the descriptions, parcel numbers and the amount of the assessment of the parcels subject to the non-ad valorem assessments under this Agreement.
 - 2. It will be solely at the CITY'S expense and pursuant to the CITY'S responsibility to develop and provide to the TAX COLLECTOR, on compatible electronic medium, a list of the parcels to be assessed.

3. The CITY shall meet the TAX COLLECTOR'S imposed deadlines and timetables as administered and determined by the TAX COLLECTOR.
4. The CITY will be solely responsible for notifying effected property owners of any and all proposed non-ad valorem assessments.

Section 6. Duties of the TAX COLLECTOR.

- A. The TAX COLLECTOR shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem and non-ad valorem special assessment for the CITY, pursuant to Sec. 197.3632 and Sec. 197.3635, Fla.Stat., and their successor provisions and any applicable rules and their successor rules promulgated by the Department of Revenue and in accordance with Ordinance #830 adopted by the CITY, so long as said Ordinance #830 shall themselves each and every one clearly state intent to use the uniform method for collecting such assessment and so long as they are further not inconsistent with, or contrary to, the provisions of Sec. 197.3632 and Sec. 197.3635, Fla.Stat., and their successor provisions and all applicable rules.
- B. The TAX COLLECTOR shall collect the BROOKSVILLE FIRE ASSESSMENT funds, a non-ad valorem assessment of the CITY as certified to the TAX COLLECTOR not later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number of each parcel and in the format used by the TAX COLLECTOR for the ad valorem rolls submitted to the Department of Revenue and free of errors or omissions.
- C. The TAX COLLECTOR agrees to cooperate with the CITY in implementing the uniform methods for collecting and enforcing the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment pursuant to Sec. 197.3632 and Sec. 197.3635, Fla.Stat. and any successor provisions and applicable rules.
- D. The TAX COLLECTOR shall not be required to accept any such non-ad valorem special assessment rolls that are not officially certified to the TAX COLLECTOR by September 15 of each calendar year on compatible electronic medium tied to the property identification number and in a format approved by the TAX COLLECTOR.
- E. If the TAX COLLECTOR discovers errors or omissions on such roll, the TAX COLLECTOR may request the CITY to file a corrected roll or a correction of the amount of any assessment and the CITY shall bear the cost of any such error or omission.
- F. If the TAX COLLECTOR determines that a separate mailing is authorized pursuant to Sec. 197.3632(7), Fla.Stat., and any applicable rules promulgated by the Department of Revenue and any successor provision to said law or rules, the TAX COLLECTOR shall either mail a separate notice of the particular non-ad valorem special assessment or shall direct the CITY to mail such a separate notice. In making this decision, the TAX COLLECTOR shall consider all costs to the CITY and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is affected, the CITY shall bear all costs associated with the separate notice for the BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem special assessment that could not be merged, upon timely billing by the TAX COLLECTOR.

- G. The TAX COLLECTOR, upon receipt of BROOKSVILLE FIRE ASSESSMENT monies, will issue disbursements to the CITY in accordance with Fla. Sta. 197.3077 (i.e. twice in November and December and at least once a month in all other months.) The TAX COLLECTOR shall disperse funds collected to the CITY, or upon formal written notice from the CITY, to the CITY.
- H. The TAX COLLECTOR on the TAX COLLECTOR'S database shall maintain the CITY'S non-ad valorem assessment information.

Section 7. Term. The term of the Agreement shall commence for the 2013 Tax Roll Year, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless the CITY shall inform the TAX COLLECTOR, as well as the Hernando County Property Appraiser and the Department of Revenue, by January 10 of each calendar year if the CITY intends to discontinue to use the uniform method of collecting BROOKSVILLE FIRE ASSESSMENT pursuant to Section 197.3632 (6), Fla.. Stat.

Section 8. Termination. Either party may terminate this Agreement without cause upon giving the non terminating party thirty (30) calendar days written notice prior to the effective date of termination. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a signed proof of delivery.

- A. In the event that the CITY does not reimburse the TAX COLLECTOR for the costs incurred as provided herein, the TAX COLLECTOR may terminate this Agreement upon ten (10) calendar days written notice of her election to terminate pursuant to this section.
- B. In the event this Agreement is terminated by the CITY effective after January 1 of any given year, the TAX COLLECTOR shall be reimbursed in full for the work or services performed based on the value of the current year's non-ad valorem assessment roll.
- C. In the event funds to reimburse to TAX COLLECTOR for costs incurred for completion of the above referenced services become unavailable, the CITY may terminate this agreement upon no less than fifteen (15) calendar days notice, written and delivered to the TAX COLLECTOR. The CITY shall be the final authority as to the availability of funds.

Section 9. Compliance with Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of BROOKSVILLE FIRE ASSESSMENT, a non-ad valorem assessment promulgated by the CITY not inconsistent with, or contrary to, the provisions of Sec. 197.3632, Fla.Stat. and Sec. 197.3635, Fla.Stat., and any subsequent amendments to said statutes and any rules duly promulgated pursuant to these statutes by the Department of Revenue.

Section 10. Payment. For the 2013 Tax Roll Year and subsequent years, unless otherwise agreed to, the TAX COLLECTOR shall retain two percent (2%) of assessments collected which shall be deducted from funds collected. Upon each disbursement of assessments collected, the TAX COLLECTOR shall provide an accounting of total collections less the two percent (2%) payment and a final balance to be dispersed to the CITY.

Section 11. 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 prepaid, 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 disclosure required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

Sally L. Daniel, CFC
Hernando County Tax Collector
20 North Main Street, Room 112
Brooksville, FL 34601

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

With a Copy To:

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

Section 12. Covenant of Further Assurances. The parties agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

Section 13. Filing of the Interlocal Agreement. It will be a condition precedent to the effectiveness of this Interlocal Agreement that a certified copy is filed with the Clerk of the Court of Hernando County, Florida, and that a copy of this Agreement, and any amendments thereto, shall be provided to: John C. Emerson, CFA, Hernando County Property Appraiser, 20 North Main Street, Room 463, Brooksville, FL 34601-2893.

Section 14. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the BROOKSVILLE FIRE ASSESSMENT as described above. No oral statements, representations or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

Section 15. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the parties.

Section 16. Assignment. No assignment, delegation or transfer of this Agreement, or any part hereof, shall be made, unless approved in writing by the parties.

Section 17. Binding Effect. This Agreement shall be binding upon the respective successor, administrators, executors, heirs, and assigns of the parties hereto.

Section 18. General. 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. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement. If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

Section 19. Waiver. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach, and shall not be considered to be a modification of the terms of this Agreement.

Section 20. Governing Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Hernando County, Florida and that each party may seek all remedies available at law or in equity.

Section 21. Hold Harmless and Attorney's Fees. The CITY acknowledges that the TAX COLLECTOR has no duty, authority or responsibility in the imposition and levy on non-ad valorem special assessment and that it is the sole responsibility and duty of the CITY to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments. The TAX COLLECTOR shall not be liable regarding the imposition, levy, roll preparation and certification of any special assessments, containing errors, mistakes and omissions that are caused by the CITY, its employees or agents. In the event the TAX COLLECTOR is named as a party or otherwise joined in litigation challenging non-ad valorem assessment(s) subject to this Agreement, the TAX COLLECTOR shall provide for her own legal representation, and shall be entitled to reimbursement from the CITY for reasonable attorney fees and costs associated with such representation.

Section 22. Force Majeure. In the event TAX COLLECTOR'S or CITY'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 within Hernando County, 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.

Section 23. Validity and Severability. It is declared to be the intent of the parties to this Interlocal Agreement that, if any section, subsection, clause, sentence, phrase, term, condition or provision of this Agreement is for any reason held unconstitutional, invalid or unenforceable, the invalidity, unconstitutionality or unenforceability thereof shall not affect the validity of the remaining portions. In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 24. Joint Preparation. The preparation of this Interlocal 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.

Section 25. 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 same instrument.

IN WITNESS WHEREOF the parties hereto have caused the execution by their duly authorized officials on the dates indicated below.

TAX COLLECTOR, HERNANDO, COUNTY, FLORIDA

CITY OF BROOKSVILLE, FLORIDA

Sally L. Daniel
Signature

Lara Bradburn
Signature

Sally L. Daniel
Printed Name

Lara Bradburn
Printed Name

Hernando County Tax Collector
Title

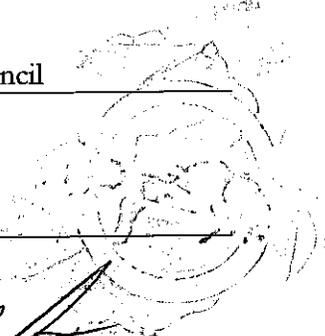
Mayor, Brooksville City Council
Title

3-11-13
Date

3-5-13
Date

[Signature]
ATTESTED to by

[Signature]
ATTESTED to by the City Clerk, Janice Peters



Approved as to form for the reliance of the TAX COLLECTOR only.

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

James Fisher
Attorney

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



We mean businessSM

**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *Jennene Norman-Vacha*
FROM: CLIFF TAYLOR AS ASSISTANT CITY ATTORNEY *Cliff Taylor*
SUBJECT: TERMINATION OF THE LEASE WITH GOLF THE QUARRY LLC
DATE: DECEMBER 11, 2014

GENERAL SUMMARY/FACTUAL BACKGROUND: The City of Brooksville entered into a lease with Just So You Know LLC on September 19, 2011 to operate the City's Quarry nine-hole golf course. This lease term was for five years subject to possible extensions upon approval by City Council. Any assignments by the tenant required the approval of City Council. Subsequently, when the manager of Just So You Know, Bob Carson, wanted to change the name of the City golf operation to another limited liability company, Golf the Quarry LLC, he sought approval from City Council, which was approved.

In late October of this year, the City learned that the Golf the Quarry LLC had a "new partner" when they arrived to take over the golf operation. The City then learned that the golf business operation had been sold to the "new partner". This sale is contrary to the existing lease between the City of Brooksville and Golf the Quarry LLC in that any assignment in part or whole is required to have City Council approval. Upon further research and examination of the advertisements listing the golf course for sale and the signed sale document, the sale involved a non-existent twenty-year lease with the City of Brooksville. In addition to the above issues, Golf the Quarry LLC has an outstanding balance due to the City of approximately \$9,000.

LEGAL ANALYSIS: The lease gives the City an option to immediately terminate the lease if an assignment is made to avoid creditors, in this case the City and/or if the lease has been abandoned. The principals of Golf the Quarry LLC have taken deposits from two separate "buyers" without revealing to said "buyers" the true lease terms or the debt obligations which Golf the Quarry LLC owes to the City.

Because of the complexity and emergency of competing interests for the possession of the property, the City Attorney has filed, with the courts, a Declaration of Rights Petition, along with a request for an injunction against all parties claiming any interest in the lease and personal property from removing personal property until a court determines the rights.

STAFF RECOMMENDATION: Staff/City Attorney requests City Council confirm the termination of the lease between the City and Golf the Quarry LLC and for the City Attorney to continue seeking court determination of rights. Further staff recommends approval and authorization to seek proposals/letters of interest from others for use/lease of the City's property.



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: TELINA DOWDELL, HUMAN RESOURCES SPECIALIST
SUBJECT: PERSONNEL POLICIES AND PROCEDURES
DATE: DECEMBER 1, 2014

GENERAL SUMMARY: On October 6, 2014, Council approved an amendment to the Drug Free Workplace Policy that revised the “Post Offer/Pre-employment Testing” section (Section 8.00, G.2.(a)), stating that “All job applicants and Employees in special risk and safety sensitive and/or mandatory testing positions shall be subject to post-job offer/pre-employment drug testing . . .” . The term “special risk and safety sensitive” is already defined under the definitions area of this policy; however, the term “mandatory testing positions” was not previously defined within the policy. City Council requested that staff return with an amendment that defines “mandatory testing positions” in the definition area of the Drug Free Workplace Policy.

The proposed policy amendment, if approved, shall apply to all employees, as applicable, except those employees in collective bargaining units, unless/until the union waives its right to bargain on this policy.

The proposed policy amendment defining the “mandatory testing positions” is provided as Attachment 1 for City Council’s approval.

BUDGET IMPACT: There is no budget impact as a result of the adoption of the proposed policy amendment.

LEGAL REVIEW: Council has the legal authority to set policy for operations and management of its employees. The proposed policy amendment, if approved, shall apply to all employees except those employees in collective bargaining units unless/until the union waives its right to bargain on this policy.

STAFF RECOMMENDATION: Staff recommends Council consideration of approval and adoption of the personnel policy amendment as proposed. The policy, if adopted, shall become effective immediately.

- ATTACHMENTS:**
1. Proposed Policy Change/Addition – Section 8.00, II, F.
 2. Current Drug Free Workplace Personnel Policy

Attachment 1

policy drawn from specific objective and particular facts and reasonable inferences drawn from those facts in light of experience.

- E. Leave of Absence. For the purpose of this policy, Leave of Absence shall mean any paid or unpaid leave of absence greater than thirty (30) calendar days.
- F. Mandatory Testing Position: Mandatory testing position shall mean a job assignment that requires the employee to:
 - 1. Carry a firearm;
 - 2. Work closely with an employee who carries a firearm;
 - 3. Perform life-threatening procedures;
 - 4. Work with heavy or dangerous machinery;
 - 5. Work as a safety inspector;
 - 6. Work with children;
 - 7. Work with detainees in the correctional system;
 - 8. Work with confidential information or documents pertaining to criminal investigations;
 - 9. Work with controlled substances;
 - 10. Undergo an employee security background check pursuant to section 110.1127 of the Florida Statutes;
 - 11. Performs job assignments in which a momentary lapse in attention could result in injury or death to another person; or,
 - 12. Perform safety-sensitive job duties and responsibilities.

III. PROCEDURE

- A. Illegal Controlled Substances. The City prohibits the use, possession, manufacture, cultivation, distribution, dispensation, purchase, transfer, sale or attempt to sell or to be under the influence of Illegal Controlled Substances at any time whether on or off duty, whether on or off City property.
- B. Legal Drugs. The City prohibits abuse or misuse of Legal Drugs to the point where such use adversely affects the Employee's job performance.
 - 1. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty or on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; or from reporting to work under the influence of alcohol; and from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.
 - 2. Prescription Drugs and Substances. It is against City policy to report to work, or to work, under the influence of prescription drugs that result in an

Attachment 2

SECTION 8.00 DRUG FREE WORKPLACE

I. POLICY

The City is committed to providing a safe work environment; fostering the well being and health of its Employees and maintaining a Drug Free Workplace program to promote a drug free workplace. This policy and program is intended to comply with the Drug Free Workplace Program requirements set forth in the Drug Free Workplace Act of 1988, and Florida Administrative Code. Other federal and state laws and regulations may subject certain Employees to additional drug testing requirements.

It is prohibited for an applicant or an Employee(s) to unlawfully use, possess, manufacture, cultivate, distribute, dispense, purchase, transfer or be under the influence of illegal controlled substances or other intoxicants at any time whether on or off duty, whether on or off City property. Any Employee convicted of or acknowledging their involvement in an unlawful drug activity either on or off duty, or on or off City premises, is in violation of this policy

It is prohibited for an applicant or an Employee(s) to abuse or misuse Legal Drugs to the point where such use adversely affects the Employee's job performance.

II. DEFINITIONS

- A. Illegal Controlled Substances. An Illegal Controlled Substance will be defined as a controlled substance included in Schedule I or II, as defined by section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title and/or a controlled substance named or described in Schedules I through V of the Florida Statutes Section 893.03 or any other applicable section of the law. The term Illegal Controlled Substances does not mean the use of a controlled substance pursuant to a valid prescription issued in the Employee's name or other uses authorized by law.
- B. Legal Drug. Legal drugs will include controlled substances obtained through a valid prescription or uses that are otherwise authorized by law; Legal Drugs are also inclusive of alcoholic beverages.
- C. Special Risk and Safety Sensitive Employees. Employees in all classifications requiring a Commercial Driver's Licenses (CDL), and firefighter/emergency medical technicians (EMTs), firefighter paramedics, and police officers regardless of their rank. Other Employees may be included in this classification if the position they are employed in is deemed Special Risk or Safety Sensitive. Employees affected are notified prior to the provisions of the policy becoming applicable to them.
- D. Reasonable Suspicion. Reasonable suspicion is a belief by two (2) or more Employees, supervisors or managers that an Employee is using or has used Illegal Controlled Substances or is abusing or misusing Legal Drugs in violation of this

policy drawn from specific objective and particular facts and reasonable inferences drawn from those facts in light of experience.

- E. Leave of Absence. For the purpose of this policy, Leave of Absence shall mean any paid or unpaid leave of absence greater than thirty (30) calendar days.

- F. Mandatory Testing Position: Mandatory testing position shall mean a job assignment that requires the employee to:
 - 1. Carry a firearm;
 - 2. Work closely with an employee who carries a firearm;
 - 3. Perform life-threatening procedures;
 - 4. Work with heavy or dangerous machinery;
 - 5. Work as a safety inspector;
 - 6. Work with children;
 - 7. Work with detainees in the correctional system;
 - 8. Work with confidential information or documents pertaining to criminal investigations;
 - 9. Work with controlled substances;
 - 10. Undergo an employee security background check pursuant to section 110.1127 of the Florida Statutes;
 - 11. Performs job assignments in which a momentary lapse in attention could result in injury or death to another person; or,
 - 12. Perform safety-sensitive job duties and responsibilities.

III. PROCEDURE

- A. Illegal Controlled Substances. The City prohibits the use, possession, manufacture, cultivation, distribution, dispensation, purchase, transfer, sale or attempt to sell or to be under the influence of Illegal Controlled Substances at any time whether on or off duty, whether on or off City property.

- B. Legal Drugs. The City prohibits abuse or misuse of Legal Drugs to the point where such use adversely affects the Employee's job performance.
 - 1. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty or on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; or from reporting to work under the influence of alcohol; and from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

 - 2. Prescription Drugs and Substances. It is against City policy to report to work, or to work, under the influence of prescription drugs that result in an

Employee being unable to perform the essential functions of his/her job or which result in a direct threat to the health or safety of the Employee or others in the workplace.

- a. Any Employee who is taking a prescription drug that may affect his or her ability to work, must advise his or her Immediate Supervisor before reporting to work under such medication.
 - b. If the City determines that such prescription use does not pose a direct threat to the Employee, or others in the workplace, and does not result in the Employee being unable to perform the essential functions of his or her job, the Employee may be permitted to work. If a City selected physician indicates in writing that such use creates a direct threat to the health or safety of the Employee or others in the workplace or impairs the Employee's ability to perform the essential functions of his/her job which cannot be reasonably accommodated, the City may temporarily reassign the Employee or direct the Employee to take leave during the period of treatment.
 - c. Improper use of prescription drugs is prohibited and may result in disciplinary action. Prescription drugs must be kept in the original container or employee must produce documentation of legal prescription if such medication is taken during the work hours or on City property within a reasonable period of time.
- C. The City will not permit any Employee to work, or to perform his or her duties, under the influence of Illegal Controlled Substances, Legal Drugs or while under the influence of alcohol.
- D. On rare occasions, Employees may attend or participate at off-site social events that are work related or sponsored by the City where alcoholic beverages may be served. The provisions of this policy related to use of alcohol beverages may not apply depending on the circumstances.
- E. It is a condition of employment to abide by the terms of the City's Drug Free Workplace Program. Any Employee who violates the program is subject to disciplinary action up to and including termination.
- F. Drug Free Workplace Education/Awareness.
1. The City displays and distributes a copy of the City's Drug Free Workplace Program and provides notice of drug testing on vacancy announcements.
 2. A notice of the City's drug testing policy is posted on the official bulletin boards at the Employee's worksite, and copies of the policy are made available, during the regular business hours of the City, for inspection by the general public.

3. Prior to testing, the following are made available to Employees and applicants for employment :
 - a. A copy of the Drug Free Workplace Policy;
 - b. A list of drugs that may alter or affect a drug test;
 - c. A list of local Employee Assistance Programs; and
 - d. A list of alcohol and drug rehabilitations programs.

4. Drug Free Workplace Acknowledgment of Receipt and Understanding; Drug Screening Consent Form. All applicants and Employees, as a condition of employment, are required to sign the City's Drug Free Workplace Acknowledgment of Receipt, Understanding and Drug Screening Consent.
 - a. By signing this form an Employee acknowledges that he or she has read, understands and has received a copy of the City's Drug Free Workplace Program.
 - b. Signed copies of these forms are maintained in the Employee's personnel file.
 - c. Refusal to execute this consent will result in disqualification for further employment consideration or will result in disciplinary action up to and including termination of employment with the City.

G. Drug and Alcohol Testing. The City conducts drug testing on applicants and Employees.

1. Substances Tested For. Employees will subject to drug testing for the detection of the following Illegal Controlled Substances/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
 - a. Amphetamines
 - b. Barbiturates
 - c. Benzodiazepines
 - d. Cannabinoids (marijuana)
 - e. Cocaine
 - f. Methadone
 - g. Methaqualone
 - h. Opiates (heroin, morphine, codeine)
 - i. Phencyclidene (PCP)
 - j. Propoxyphene

2. Types of Testing.

- a. Post-job Offer/Pre-employment Testing. All job applicants and Employees in a special risk and safety sensitive and/or mandatory testing position shall be subject to post-job offer/pre-employment drug testing as a prerequisite to employment or continuation of employment with the City. All applicants for employment in a special risk and safety sensitive and/or mandatory testing position with the City must pass a drug screening to be considered eligible for employment.
 - i. It is the obligation of the job applicant to notify the approved testing facility of any Legal Drugs prescribed for the job applicant by a physician or dentist.
 - ii. Applicants who refuse to be drug tested will not be considered for employment.
 - iii. Those who take a post-job offer/pre-employment test and fail or refuse to take such a test will be terminated.
- b. Reasonable Suspicion Testing. All Employees are subject to Reasonable Suspicion Testing. A drug or alcohol test is administered when a Reasonable Suspicion exists to believe the Employee is using drugs or alcohol in violation of this policy. Reasonable Suspicion Testing may be based upon:
 - i. Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
 - ii. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 - iii. A report of drug use;
 - iv. Evidence that an Employee or applicant tampered with a drug test during his or her employment with the City;
 - v. Evidence that an Employee has caused, contributed to, or been involved in an accident while at work;
 - vi. Evidence that an Employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs; or

- vii. Frequent absences from work without a satisfactory explanation.
- c. Post-accident Testing. All Employees will be subject to Post-accident Testing. A drug and/or alcohol test is administered when an Employee is directly involved at any time in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the Employee was at fault or the Employee's conduct contributed to the accident and there is reasonable suspicion to believe the Employee was in violation of this policy.
- d. Random Testing. Only those Employees in Special Risk or Safety Sensitive Positions are subject to Random Testing. A drug test will be administered on a random basis. All names of Employees in Special Risk or Safety Sensitive positions comprise the pool of names from which a random sample is drawn on a periodic basis such that a minimum of twenty-five percent (25%) of all Special Risk and Safety Sensitive positions are tested annually. No advance notice is provided.
- e. Follow Up Testing. If, in the course of employment, an Employee enters an Employee Assistance Program for drug-related problems, or an alcohol or drug rehabilitation program, and returns to work after successfully completing the program, the Employee must submit to drug and/or alcohol testing as a follow-up to such a program on a semi-annual basis for at least two (2) years.
 - i. An executed Agreement for Continued Employment with the City must be in place.
 - ii. Human Resources will schedule the testing and will not provide advance notice as to when the testing is to occur.
 - iii. In the event of a confirmed positive follow-up test, the Employee will be terminated.
- f. Fitness for Duty. All Employees will be subject to Fitness for Duty testing. A drug test will be administered at all annual physicals that are job related and consistent with operational consideration for Safety Sensitive and Special Risk Employees. In addition, Employees returning to work from a Leave of Absence, including absences due to qualified injuries under worker's compensation and absences due to the serious health condition of the employee under FMLA Leave, may be subject to testing as part of their return-to-work requirements.

3. Refusal to Submit to Testing. Any Employee who refuses to submit to a drug test may forfeit his/her eligibility for medical or indemnity benefits under the Florida Worker's Compensation law and the Division of Drug Testing Rules. Such an Employee will be subject to disciplinary action up to and including termination of employment with the City. A Refusal to test includes, but is not limited to, the following:
 - a. Refusing to submit to testing;
 - b. Not reporting for testing as directed;
 - c. Attempting to adulterate or substitute a specimen;
 - d. Admitting that the specimen was adulterated or substituted;
 - e. Interfering with collection process or procedure, including possessing or wearing a prosthetic or other device that could be used to interfere with the collection process; or
 - f. Failing to adhere to the instructions of the collector or MRO.
4. Confidentiality. All information, interviews, reports, statements, memoranda, and drug test results received by the City in conjunction with its Drug Testing Program are considered confidential communications and will not be disclosed or released, except as authorized pursuant to state and federal law or regulations or written consent by the person tested.
5. Cost of Testing. The City will pay the costs of initial and confirmation drug testing that it requires of both job applicants and Employees. Applicant and Employees will pay the cost of any additional drug testing not required by the City.

H. Testing Procedures.

1. Transportation. Transportation of an Employee determined to be visibly or otherwise impaired will be arranged by the Department Director or Human Resources or other designee.
 - a. If, in the opinion of the Immediate Supervisor or Department Director, corroborated by another Department Director or Human Resources, an Employee is determined to be impaired, arrangements will be made to transport the Employee for testing and then to his or her home.
 - b. If the Employee insists on driving, the Employee will be told that the police will be notified or called in to assist in the escort of the Employee from the premises.
 - c. After normal laboratory hours, the Employee will be taken to another designated collection site after contact is made with the Human Resources or City Manager or other designee.

2. Reporting Medication Which May Alter or Affect a Drug Test Result. An applicant or Employee will be given the opportunity by the testing facility and the Medical Review Officer (MRO) to report the use of any Legal Drugs, including prescription drugs or over the counter medications, that may affect the results of the test both before and after the test.
3. Licensed Laboratory, Collection Site(s). All drug testing will be conducted by a City designated facility that is licensed by the State.
 - a. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer, and storage.
 - b. The initial and confirmation tests will include testing for all drugs at the specified cut-off levels according to Florida Administrative Code. The City retains the right to change or add collection sites and laboratories.
 - c. Locations and contact information for collection sites and laboratories are provided as needed and posted as required.
4. Collection Site and Laboratory Procedures.
 - a. Collection Site Personnel. A specimen for a drug test will be taken or collected by:
 - i. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or
 - ii. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.
 - b. Testing Laboratory. The laboratory used to analyze initial or confirmation specimens will be licensed and approved by the State of Florida.
 - i. All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, re-testing, storage of specimens, instrument calibration and reporting of results will be in accordance with state laws and rules.
 - ii. The laboratory will provide assistance to the Employee or job applicant for the purpose of interpreting any positive confirmed test results.

I. Review and Challenge of Test Results.

1. A Medical Review Officer (MRO). The City has engaged at least one licensed physician as a Medical Review Officer. The MRO is responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MRO is also responsible for contacting all positively tested donors to inquire about possible prescriptive or other over-the-counter medicines that could have caused a positive test result. Names, addresses and telephone numbers of the MRO(s) are available from Human Resources.
2. Reporting Results and Notice to Donor.
 - a. Negative Results. The testing laboratory will report all negative drug test results to the MRO immediately, and must provide the MRO quantification of the test results upon request. The MRO will advise Human Resources of the results. After receipt of a negative test result from the MRO, the Human Resources will inform the donor and the donor's Department Director or designee.
 - b. Positive Results. The testing laboratory will report all positive drug test results to the MRO immediately, and must provide the MRO quantification of the test results upon request. The MRO will advise Human Resources of the results. After receipt of a positive test result from the MRO, the Human Resources will inform the donor and the donor's Department Director or designee, and City Manager.
 - i. Human Resources, Department Director, or designee will notify the applicant/Employee of a confirmed positive test result from the laboratory.
 - ii. All initial test results of Employees will be confirmed as provided by the Florida Worker's Compensation Law and the Division Drug Testing Rules of the Florida Administrative Code. A confirmation test is a second analytical test to identify the presence of a drug.
 - iii. The donor may, within five (5) working days from the date of notification, explain or contest the positive test result with the MRO and submit information to the MRO explaining or contesting the test result.
 - c. Challenges to Test Results. The donor may, within five (5) working days, after receiving notice of a confirmed positive test result, submit information to Human Resources explaining or contesting the result(s).

- i. If the Employee's explanation or challenge of a confirmed positive test result is deemed unsatisfactory by the City, the Human Resources will notify the Employee.
 - ii. When an Employee is disciplined as a result of a positive drug test, the Employee may contest the validity of the test in addition to the disciplinary action pursuant to the grievance process contained in the City's Personnel Manual.
 - iii. The donor may contest the drug test results pursuant to applicable law or to the rules adopted by the Agency for Health Care Administration. It is the donor's responsibility to notify the lab of any administrative or civil action brought.
- J. Employee Rights. In addition to other rights provided elsewhere in this Policy, Employees shall have the following rights when tested to determine the presence of Illegal Controlled Substances or the abuse or misuse of Legal Drugs:
 1. Employees and job applicants have the right to consult with the testing laboratory and/or MRO for technical information regarding prescription and non-prescription medications.
 2. All test results will be confidential and will only be provided to City Manager, Human Resources, Department Director or designee on a need-to-know basis unless otherwise required or allowed by applicable law.
- K. Reporting Violations. It is the obligation of every Employee of the City to report violations of this policy. Failure to report may subject Employees to disciplinary action up to and including termination of employment.
 1. Good Faith Reports. Any Employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies and truthfully participates in an investigation, or any Immediate Supervisor or Department Director who investigates or takes action on good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner.
 2. Bad Faith Claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the reporting Employee to disciplinary action up to and including termination.
 3. Reporting and Conviction of Alleged Crimes Including Drugs or Alcohol. All Employees must report to their Immediate Supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law immediately, but not later than the next work day after

Employee becomes aware of it. Failure to notify the appropriate people will result in disciplinary action up to and including termination.

- a. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's policies. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the Employee.
- b. Upon conviction of a crime involving Illegal Controlled Substances or other drug related violation, the Employee will be terminated.

L. Voluntary Admission/Treatment Options. It is the City's desire that individuals be allowed to address and resolve any drug or alcohol problem on a confidential basis, provided they voluntarily submit themselves to the City's Employee Assistance Program provider as set forth herein and the Employee's drug or alcohol problem does not adversely affect their performance or the operations of the City.

1. Voluntary/Confidential Employee Submission to Employee Assistance Program. Should an Employee realize that he or she has developed a dependence on drugs, alcohol, or any controlled substance, he or she is advised to seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation voluntarily to address and resolve any drug and alcohol-related problems on a confidential basis without City involvement.
 - a. In order to afford an effective means of helping Employees cope with substance abuse, the City has contracted with an Employee Assistance Program provider which offers Employees and their families substance abuse treatment and rehabilitative services.
 - b. Pertinent information regarding these services is available by contacting the current Employee Assistance Provider or by contacting the Human Resources.
2. Employees Who Report Substance Abuse to City. Unless the City determines that the Employee's condition or rehabilitation activities are such that he or she may continue to work in his or her or another position either full-time or part-time during the rehabilitation process, an Employee who voluntarily reports a substance abuse or alcohol problem to management may be permitted to take leave (as provided for within the Leave policies of the City), in order to obtain substance abuse rehabilitation

and may use accrued leaves normally available to Employees. Such leave is conditioned upon the Employee:

- a. Signing an Agreement for Continued Employment;
 - b. Actually enrolling in a rehabilitation program; and providing the City with written verification from the program's counselors on a weekly basis that the Employee has, in fact, enrolled and is, in fact, successfully participating in the program.
3. No Employee will be retaliated against for voluntarily seeking assistance for problems related to drug/alcohol use or abuse; however seeking such assistance does not excuse unsatisfactory attendance and job performance as directed by the City.
 4. City Referral. In the event the City becomes aware of a drug or alcohol problem, the City may immediately terminate the Employee or, at its option, direct the Employee to participate in the EAP and set the conditions under which Employee will be allowed to return to work.
 - a. Participation in any evaluation, treatment or counseling program will be at the Employee's expense, unless Employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits.
 - b. If the Employee presents written proof, as described above in this section, that he or she has successfully completed the program within the time prescribed, he or she may be eligible to return to work with the City provided there is a vacancy in a position the City considers the Employee is qualified to perform. The Employee will undergo follow up testing in accordance with other provisions of this policy.
 - c. Other than as required by law, this policy does not require the City to hold any position open nor create a position for Employees who successfully complete drug rehabilitation counseling.
 - d. Nothing in this policy is to be construed as an obligation upon the City to provide or to pay for, substance abuse counseling except to the extent it may, from time to time, be available to participating Employees as part of the City's fringe benefit package or otherwise required by law.
 - e. Employees are subject to immediate termination of employment if they fail to meet the conditions of continued employment under this policy.

M. Disciplinary Provisions/Consequences of a Failed Drug Screen.

1. Job Applicants. If the results of a Post-offer/Pre-employment drug test are confirmed positive, the job applicant will be disqualified from further employment consideration and shall not be allowed to reapply for a period of six months.
2. Employees. Employees who violate this policy; or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and who refuse or fail to do so when and as directed; or who after having taken such examination or test are determined to have utilized Illegal Controlled Substances at any time or have violated the provisions on Legal Drug use, shall be subject to disciplinary action as provided below:
 - a. The City reserves the right to suspend an Employee with or without pay pending the results of a drug test or the outcome of an investigation related to a violation of this policy.
 - b. Any Non Safety Sensitive or Non-Special Risk Employee, whose test results are confirmed positive, will be subject to disciplinary action up to and including termination.
 - c. Any Employee who is terminated on the basis of a confirmed positive test may forfeit his or her eligibility for all worker's compensation, medical and indemnity benefits, as well as unemployment compensation benefits. If an Employee is injured in the course and scope of his or her employment at the City and his or her results are confirmed positive, but he or she is not terminated, the Employee may forfeit his or her eligibility for medical and indemnity benefits under the Florida Worker's Compensation Law and the Division Drug Testing Rules. Any City group health insurance in effect may not cover injuries sustained in the course and scope of employment.
 - d. An Employee in a Special Risk or Safety Sensitive Position who violates this policy will be discharged for the first positive result if the drug confirmed is an illegal drug under Florida Statutes Chapter 893 or any other applicable law.
 - e. If an Employee violates this policy with respect to the provisions on Legal Drug use, misuse or abuse the Employee may be subject to disciplinary action up to and including termination. If an Employee is permitted to enter an Employee Assistance Program in lieu of termination, the City may place the Employee on leave without pay while the Employee is participating in the program. However, the Employee will be required to utilize accumulated paid leave benefits during the leave.

f. In the event that the City permits an Employee to enter an Employee Assistance Program or drug rehabilitation program, the Employee may be suspended without pay after signing an Agreement for Continued Employment with the City. During this suspension period the Employee will report to the Employee Assistance Program provider or other rehabilitation program and follow whatever advice is prescribed. After furnishing proof that the Employee has successfully followed the advice for treatment, the Employee will be re-tested as provided in this policy. If the Employee's tests are clear, the Employee will be permitted to return to work, provided work is available that the Employee is qualified to perform. If the Employee should test positive or fail to follow the advice for treatment of the EAP, or fail to sign the Agreement, he or she will be subject to disciplinary action up to and including termination. In the event of a second confirmed positive test result the Employee will be terminated.

N. Investigation. The City may prosecute in matters involving Illegal Controlled Substances depending on the impact to the efficient operation of the City Government. The City will turn all confiscated drugs over to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the service of proper law enforcement authorities in the course of any investigation. Applicable investigations into the activities of a police officer will be conducted in accordance with the provisions of Florida Statutes §112.532. Applicable investigations into the activities of a certified firefighter will be conducted in accordance with the provisions of Florida Statute §112.82.



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER
SUBJECT: RETAINER AGREEMENT WITH SUNRISE CONSULTING
DATE: DECEMBER 10, 2014

GENERAL SUMMARY/BACKGROUND: Staff, working in conjunction with the Florida Blueberry Festival, Inc and the Florida Blueberry Growers Association, are requesting approval to obtain lobbying services through Sunrise Consulting group. The Sunrise Consulting group has agreed to work with the City, the Florida Blueberry Festival and the Florida Blueberry Growers Association for a six (6) month term to represent our interest with State Legislators/agencies.

The City is interested in the services of Sunrise Consulting to assist the City in two (2) specific areas:

1. The City's Alternative Plan for the Coast to Coast Trail that would "close the gap" and connect to the Trailhead of the Good Neighbor Trail at Main Street and Russell Street.
2. Legislative/State funding for City water/wastewater/storm water projects.

The Florida Blueberry Festival, Inc. and the Florida Blueberry Growers Association are interested in the services of Sunrise Consulting to assist with State recognition/ awareness and Legislative/State funding opportunities to promote, educate and support the Florida Blueberry, the Growers Association and the Festival.

Provided as Attachment 1 is a letter from the Florida Blueberry Festival and the Florida Blueberry Growers Association pledging one half of the funds needed for six (6) month representation.

A letter of agreement as received from Sunrise Consulting outlining the representation for a six (6) month period (December 16, 2014 through June 16, 2015) for \$2,500 per month and directly attributable costs not to exceed \$1,000 is provided as Attachment 2. The letter of agreement includes a termination provision of 30 days written notice.

Page 2 of 2

December 10, 2014

RE: Retainer Agreement with Sunrise Consulting

BUDGET IMPACT: This would be a direct budget expense of \$7,500 for the City of Brooksville. Should City Council approve this item, monies for the City's portion are available as follows: \$2,500 in account number 001-515-54810-008 and \$5,000 in account number 401-536-53400-027.

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

STAFF RECOMMENDATION: Staff recommends approval for staff to proceed, working together with the Florida Blueberry Festival, Inc and the Florida Blueberry Growers Association, with Sunrise Consulting for lobbying representation. Staff requests Council's approval for the City Manager to sign the letter of agreement provided in Attachment 2.

Attachment 1



December 10, 2014

Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 33601

Dear Mrs. Norman-Vacha,

This letter represents a commitment by Florida Blueberry Festival, Inc. and the Florida Blueberry Growers Association to provide \$7500.00 in matching support for the engagement of a professional lobbyist, to represent all three entities (FBF, FGA & COB) at the state level in Tallahassee, Florida.

A clear and concise outline will be developed and agreed upon to establish the direction and duties that are to be performed.

Sincerely,

A handwritten signature in cursive script that reads "Michael D. Heard".

Michael D. Heard
Florida Blueberry Festival, Inc.
President



A handwritten signature in cursive script that reads "Dudley Caffee".

Dudley Caffee
Florida Blueberry Growers Association
President



Attachment 2



Sunrise Consulting
9842 Balsaride Court
Trinity, FL 34655

December 10, 2014

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

Re: Retainer Agreement with Sunrise Consulting

Dear Mrs. Norman-Vacha:

Thank you very much for your interest in doing business with Sunrise Consulting. We appreciate the opportunity to provide governmental consulting services for the City of Brooksville, along with the Florida Blueberry Festival, Inc, and the Florida Blueberry Growers Association. Sunrise Consulting is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent each organization before the Florida Legislature concerning legislative and appropriations issues. A monthly report will be provided to communicate all meetings, discussions, and updates about the strategy concerning these projects.

In exchange for these services the City of Brooksville agrees to pay Sunrise Consulting \$2,500 per month for the period of 6 months starting December 16, 2014 – June 16, 2015. This agreement may be terminated by either party within 30 days with written notice.

All payments should be remitted to 9842 Balsaridge Court, Trinity, FL 34655. Costs directly attributable to the performance of this work will be billed in addition to the retainer, and these costs may include travel and lobbyist registration fees incurred on the part of Sunrise Consulting on behalf of the City of Brooksville. No monthly costs in the aggregate that exceed \$300 will be incurred. The total cost of the reimbursements will not exceed \$1,000 for the term of this contract. Also, by signing below, you agree that you will complete any forms necessary to comply with the lobbyist registration requirements under Florida law that may arise as a result of our representation of the City of Brooksville during the term of this contract or after its termination should reporting periods overlap.

Sunrise Consulting has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients in the state in which the representation occurs. You have retained Sunrise Consulting for representation, and we know of no conflicts with our current clients in Florida. In order to ensure the candor and trust in our relationship that forms the basis of



Sunrise Consulting
9842 Balsaride Court
Trinity, FL 34655

effective representation, it is the policy of Sunrise Consulting to keep confidential all information about your business interests and strategies.

I believe the above reflects our understanding. If it does, please sign this agreement and mail to: Sunrise Consulting, 9842 Balsaridge Court, Trinity, FL 34655. I appreciate your attention to this matter and look forward to working with you. Please do not hesitate to contact me if I can assist you in any way.

Sincerely,

Shawn Foster

Shawn Foster

Enclosure

Jennene Norman-Vacha, City Manager

Date

City of Brooksville



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: ADVISORY BOARD POSITION APPOINTMENTS

DATE: DECEMBER 9, 2014

GENERAL SUMMARY/BACKGROUND: The following advisory board positions are subject to appointment due to expiring terms and resignations. With the exception of the Police and Fire Pension Boards, the vacancies were posted on the City's website as well as to the media.

The Police and Fire Pension Board appointments are for the 5th Member of those boards, elected by the other four current board members and ratified by City Council.

As a result, the following applications are being submitted to City Council for consideration of appointment:

a. Beautification Board

Two (2) vacancies to fill 4-year terms of office through December 31, 2018. One (1) vacancy to fill an unexpired 4-year term of office through December 31, 2016. One (1) student volunteer vacancy.

Scott S. Renz Reapplying (Expiring Term)

Staff is continuing advertisement of unfilled positions.

b. Cemetery Advisory Board

Two (2) full-time positions to fill expiring 4-year terms of office through December 31, 2018, and one (1) full-time position to fill an unexpired 4-year term of office through December 31, 2017. Board members must be City residents or have a documented tie to the cemetery.

James V. Brooks	New Applicant
Roberta A. Hilliard	New Applicant
Peggy L. Hope	New Applicant
Onna L. Howard	New Applicant
Jan E. Knowles	Reapplying (Expiring Term)

c. **Great Brooksvillian Screening Committee**

Five (5) full-time position to fill expiring 1-year terms of office through December 31, 2015.

Julia Jinkens	Reapplying (Expiring Term)
Sue Loveday	Reapplying (Expiring Term)
Gail Samples	Reapplying (Expiring Term)
Roger Sherman	Reapplying (Expiring Term)
Michelle Thompson	Reapplying (Expiring Term)

d. **Parks and Recreation Advisory Board**

One (1) full-time position and one (1) alternate position to fill expiring 4-year terms of office through December 31, 2018.

Richard D. Gant	Reapplying (Expiring Term)
Susan D. Rupe	Reapplying (Expiring Term)

e. **Planning & Zoning Commission**

One (1) full-time position to fill an expiring 4-year terms of office through December 31, 2018. Applicants must be a City resident.

John A. Wanat	Reapplying (Expiring Term)
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BUDGET IMPACT: None.

LEGAL REVIEW: Council has the authority pursuant to per Sec. 2-261 of the City's Code of Ordinances to appoint any advisory board composed of persons who shall be deemed qualified to act in an advisory capacity. Official Policy 4-2008, adopted by the City Council, sets forth the procedure for creation, appointments, reappointments, replacements, and removal from office for advisory board members.

STAFF RECOMMENDATION: Staff recommends Council appointment of members to the boards as provided.

ATTACHMENTS: Applications



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: FLORIDA LEAGUE OF CITIES ACTION COMMITTEES

DATE: December 2, 2014

GENERAL INFORMATION: In conjunction with new Council Member appointments, staff seeks reappointment of a Council Member to each of the following five Florida League of Cities' (FLC) Action committees for the current term of September 1, 2014 through August 2015, ending at the FLC Annual Conference:

Finance, Taxation & Personnel	<u>Current Members</u>
Transportation & Intergovernmental Relations	Frankie Burnett
Energy & Environmental Quality	Joe Johnston
Growth Management & Economic Development	_____
Urban Administration	_____

Meetings for the committees are typically held in September, October and November, and have already occurred this term. However, the FLC Annual Conference is scheduled for August 13-15, 2015, for the annual wrap up meeting.

All committees meet at the same time. Council may designate a City staff member to attend in his/her place, but they are only allowed to observe and not actually serve on the Committee or vote.

BUDGET IMPACT: Expenses incurred by Council to attend are budgeted in Council's line items for Travel and Per Diem & Training and Education.

LEGAL NOTE: The City Council has home-rule authority (Article VIII, 2(b), Florida Constitution and Section 166.041, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

STAFF RECOMMENDATION: Appointment of Council Members to the committees for the remainder of the 2014/15 term.

ATTACHMENT: Legislative Committee Overview

Legislative Policy Committee Overview

Legislative Policy Committee members, their chairs and vice-chairs are appointed each year by the League president and reflect the diversity that make up Florida's cities. Any city official is eligible to serve on a Policy Committee. The Policy Committees meet in September, October and November to discuss potential legislative priorities and then again in a final wrap-up meeting at the FLC annual conference in August. There are currently five standing legislative policy committees:

Energy and Environmental Quality Committee: This committee addresses policies specific to municipal concerns with coastal management, energy, environmental permitting, hazardous and toxic wastes, recycling, solid waste collection and disposal, storm water, wastewater treatment and reuse, water management, water quality, water quantity and wetlands permitting.

Finance, Taxation & Personnel Committee: This committee addresses municipal roles in general finance and tax issues, revenue sources, infrastructure funding, local option revenues, revenue sharing, tax and budget reform and personnel and collective bargaining issues.

Growth Management & Economic Development Committee: This committee addresses policies specific to municipal concerns with community redevelopment, growth management and land use planning, and economic diversification and development.

Intergovernmental Relations & Transportation Committee: This committee addresses municipal concerns relating to affordable housing, consolidation and service delivery issues, education, emergency management, regionalism, relationships among the state, counties, municipalities, special districts, and other regional governmental units. The committee also addresses transportation related issues including billboards, highway beautification, rights of way, eminent domain and utilities and telecommunications.

Urban Administration Committee: This committee addresses municipal concerns with building and fire safety codes, building codes and construction, code enforcement, public records and public meetings, homeland security, public safety and Florida's sunshine law.

The League encourages every city to participate in legislative policy committees. In reality, not every city is able to participate and, therefore, it is possible the policy committees may not be truly reflective of the full diversity of the League's membership. The Legislative Committee is designed to mitigate any potential imbalances in policy committee representation

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – December 15, 2014

1. **TYPE:** Letter
 DATED: November 21, 2014
 RECEIVED FROM: Florida Department of Law Enforcement
 ADDRESSED TO: Mayor
 SUBJECT: Receipt and Acceptance of Contract No. 2014-JAGC-HERN-1-E5-179



Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

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

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

NOV 21 2014

The Honorable Lara Bradburn
Mayor
City of Brooksville
201 North Howell Avenue
Brooksville, FL 34601-2042

Re: Contract No. 2014-JAGC-HERN-1-E5-179

Dear Mayor Bradburn:

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

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

Any further inquiries relative to this project should be directed to your grant manager at 850-617-1250.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/mk

cc: Captain Richard C. Hankins

CTN
12.15.14
cc: Finance
Cheryl Turner
Mark