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

AGENDA

September 21, 2015 **5:30 P.M.**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ADJOURN MEETING AND CONVENE IN EXECUTIVE SESSION

EXECUTIVE SESSION PURSUANT TO F. S. CHAPTER 286.011(8)

The purpose of the Executive Session is to discuss settlement options and litigation strategy for pending City actions. The persons attending the meeting will be Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor, Council Members Robert Battista, Betty Erhard, and William Kemerer; Attorney's for the City of Brooksville, Thomas Hogan, Jr. and Clifford A. Taylor; City Manager, T. Jennene Norman-Vacha; and Court Reporter Holly Kirchman of Carolyn F. Engel & Associates. The meeting is expected to last approximately forty-five minutes.

ADJOURN EXECUTIVE SESSION

RECONVENE COUNCIL MEETING **7:00 P.M.**

D. PRESENTATION & REQUESTS FOR WAIVERS

1. **Fee Waiver Request – Communities in Schools of Hernando**
   Request for a fee waiver in the amount of $275 for their 3RD Annual Harvest Festival event at Tom Varn Park on October 3, 2015.

Presentation:	Parade Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from Parks & Recreation dated, Letter of Request, Facility Use Agreement, Certificate of Insurance, FY2015 & FY2016 Fee Waiver Spreadsheet

2. **Fee Waiver Request – Junior Services League**
   Consideration for a fee waiver for their "Masquerade Madness Fun Run 10k/5k/1k Run on October 17, 2015.

Presentation:	Run Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from Parks & Recreation; Letter of Request, Street Closure Permit, Certificate of Insurance, FY2015 & FY2016 Fee Waiver Spreadsheet

3. **Fee Waiver Request Hernando High School**
Request for a fee waiver for their Homecoming Parade on October 9, 2015.

Presentation:	HHS SGA Sponsor
Recommendation:	Direction to Staff
Attachments:	Memo from Deputy Clerk; Letter of Request, Street Closure Permit, Certificate of Insurance, FY2015 & FY2016 Fee Waiver Spreadsheets.

E. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Constitution Week Proclamation**
Proclamation in honor of the 59th Annual Constitution Week to be presented to representatives of the Daughters of the American Revolution.

Presentation:	Mayor
Attachment:	Proclamation

2. **Presentation of "Best Tasting Water in Florida Award" to City of Brooksville**
Presentation of "Best Tasting Water Award" to the City of Brooksville as judged by the Florida Rural Water Association.

Presentation:	Public Works Director
Attachment:	Press Release and Information

F. CITIZEN INPUT

G. CONSENT AGENDA

1. **Minutes**
   a. July 20, 2015 Regular Meeting
   b. July 27, 2015 Budget Workshop
   c. August 3, 2015 Regular Meeting
   d. August 10, 2015 Budget Workshop
   e. August 17, 2015 Regular Meeting

2. **Hernando Youth League (HYL) Agreement**
Request for the approval of 1-year renewal of 2010 Hernando Youth Leagues, Inc. (HYL) Agreement.

3. **Rocky Mountain Holdings, LLC, d/b/a Bayflite Application for Renewal/Name Change for Certificate of Public Convenience & Necessity (COPCN)**
Consideration for Council to recommend that Hernando County Board of County Commissioners grant renewal and name change of COPCN for Rocky Mountain holdings, LLC, d/b/a Bayflite to provide advanced life support helicopter ambulance services within Hernando County.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	Minutes; Memo from Parks & Recreation Director dated September 9, 2015; Memo from Fire Chief dated September 16, 2015.

H. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. **Ordinance No. 846 – AX2015-04; City of Brooksville Annexation of Jefferson Street Property**

   Consideration of voluntary annexation of approximately 0.13 acres south side West Jefferson Street, approximately 667 feet east of Cortez Boulevard.

Presentation:	City Planner, Steve Gouldman
Recommendation:	Approval of **First Reading** of Ordinance No. 846 upon roll call vote and schedule second reading for 10/05/15.
Attachments:	Memo from City Planner dated September 21, 2015; Proposed Ordinance and Map

2. **Ordinance No. 847 – AX2015-02; Devoe Management Services, Inc. Annexation of Property located at 18734 Cortez Boulevard**

   Consideration of voluntary annexation of approximately 2.57 acres located at 18734 Cortez Boulevard.

Presentation:	City Planner, Steve Gouldman
Recommendation:	Approval of **First Reading** of Ordinance No. 847 upon roll call vote and schedule second reading for 10/05/15.
Attachments:	Memo from City Planner dated September 21, 2015; Proposed Ordinance and Map

3. **Ordinance No. 848 – AX2015-01; Hooters Real Estate, LLC Annexation of Property Located at the Apex of Broad Street and Howell Avenue**

   Consideration of voluntary annexation of approximately 2.99 acres located at the apex of Broad Street and Howell Avenue.

Presentation:	City Planner
Recommendation:	Approval of **First Reading** of Ordinance No. 848 upon roll call vote and schedule second reading for 10/05/15.
Attachments:	Memo from City Planner dated September 21, 2015; Proposed Ordinance and Map

4. **Ordinance No. 849 – AX2015-03; John D. Sims and Patricia A. Sims Annexation Property Located at 1505 West Jefferson Street**
   Consideration of voluntary annexation of approximately 4.89 acres located at 1505 West Jefferson Street.

Presentation:	City Planner
Recommendation:	Approval of **First Reading** of Ordinance No. 849 upon roll call vote and schedule second reading for 10/05/15.
Attachments:	Memo from City Planner dated September 21, 2015; Proposed Ordinance and Map

I. CITIZEN INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

CORRESPONDENCE TO NOTE

1. **Memorandum from Hernando County Sheriff's Office**
2. **Letters from Southern Hills Plantation III**
3. **Letters from Southern Hills Plantation I**
4. **Letter from ISO/BCEGS Community Mitigation**
5. **Memorandum Florida League of Cities, Inc.**

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Telina Dowdell, ADA Coordinator, no later than 48 hours in advance of the meeting at (352) 540-3810. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

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

City Council
AGENDA ITEM: D1
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR

SUBJECT: TOM VARN PARK FEE WAIVER REQUEST – COMMUNITIES IN SCHOOLS OF HERNANDO COUNTY, HARVEST FESTIVAL

DATE: SEPTEMBER 21, 2015

GENERAL SUMMARY/BACKGROUND: Communities in Schools of Hernando County, a nonprofit organization, is hosting their 3rd Annual "Harvest Festival" event at Tom Varn Park on October 3, 2015, from 10am to 3pm. The organization is requesting that Council consider waving the fees in the amount of $275.

The security deposit in the amount of $275 and a Certificate of Insurance listing the City as additional insured will still be required for the event.

BUDGET IMPACT: Monies in the amount of $15,000 have been tentatively approved in the FY2016 budget for waivers for such events in line item 001-010-511-59901. The budget impact will be a loss of Park rental income in the amount of $275 or $137.50 at 50%. To date, Council has approved $1,375.68 in fee waivers for Fiscal Year 2016.

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
2. Facility Use Agreement
3. Certificate of Insurance
4. Special Events Fee Waiver Policy No. 3-2012
5. FY2015 & FY2016 Fee Waiver Spreadsheet

Attachment 1

Communities
In Schools

Communities in School of Hernando County, Inc.
919 No. Broad St.
Brooksville, FL 34601
(352) 797-7000 ext. 315

August 20, 2015

Department of Parks and Recreation
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Dear Sirs:

Communities in Schools of Hernando is a non-profit agency that helps At-Risk students succeed in our high schools by providing these students with whatever they need to succeed and to graduate. We provide tutoring, mentoring and contact community partners for food, shoes, glasses, etc., and link students with community services and organizations for additional services.

We are asking that this year as in the past three years, the City of Brooksville waive the fees at Tom Varn Park for our annual Harvest Festival on October 3rd, 2015 which is open to all residents of Brooksville and Hernando County. Numerous non-profits and agencies educate the public on their services and a few vendors offer goods for

Communities
In Schools

sale to offset the cost of the event. In the past it has been well attended and is supported by Heranando High School.

As a nonprofit any concession to these fees is greatly appreciated and beneficial to further our efforts to the children of Hernando County and the City of Brooksville.

Arlene Glantz, Esq.
Executive Director

Attachment 2

CITY OF BROOKSVILLE
PARKS & RECREATION DEPARTMENT
FACILITY USE AGREEMENT

___ Jerome Brown Community Center ( ) Hall/Gym ( ) Conference Room ( ) Kitchen
___ Enrichment Center ( ) 1st Fl Conf. Rm. ( ) 2nd Fl Conf. Rm. ( ) Kitchen
✓ Other Facility Tom Varn Park

Name of applicant (User): Communities in Schools

If an organization, name of representative: Arlene Glantz, Executive Director

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

Address: 919 North Broad St. City: Brooksville State: FL Zip: 34601

Contact person: Arlene Glantz Day Telephone 352-442-2489 Evening same

Alternate contact person: Kathy Lambert Day Telephone 352-398-9949 Evening 352-688-0869

Description of event: Harvest Festival - community event
parents, students, preschool Anticipated attendance: ___

Attendees will be: ✓Adult ✓Teen ✓Elem ✓Preschool; If youth event, number of supervising adults: ___

Day(s) of event: M - T - W - Th - F - (Sa) - Su Start date of event: Oct. 3, 2015 Ending date: ___

Time event begins: 10 am AM/PM Time event ends: 3 pm AM/PM

Set-up: Date Oct. 3 From 9 am AM/PM to 10 am AM/PM

Will event be open to the general public? ✓Yes ___No; Admission/donation/fee**: ___Yes ___No $ ✓

Food/merchandise sales*: ✓Yes ___No; Describe: hot dogs etc.

Refreshments served: ___Yes ✓No; Describe: ___

Number of paid security officers (if applicable): ___ Scheduled from ___AM/PM to ___AM/PM

RATES & FEES

User Fees: The base user fee for the requested facility is $275.00 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

Attachment 3

CISHERN OP ID: SW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/24/2015

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

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

PRODUCER
Brown & Brown of Florida, Inc
P O Box 548
273 North Broad Street
Brooksville, FL 34605-0548
Christopher Scavuzzo

CONTACT NAME: Christopher Scavuzzo
PHONE (A/C, No, Ext): 352-796-8200 FAX (A/C, No): 352-799-1399
E-MAIL ADDRESS: cscavuzzo@bbbrooksville.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Ins Co	25895
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Communities In Schools
of Hernando County
919 North Broad Street
Brooksville, FL 34601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		NPP1559511	01/09/2015	01/09/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional inusred in regards to General Liability.

CERTIFICATE HOLDER CITYBRO

City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment 4

Special Event Fee Waiver Policy No. 3-2012 has been provided as a separate handout for City Council. Anyone wanting a copy of this attachment, please contact the City Clerk's Office.

Attachment 5

FEES WAIVERS APPROVED BY COUNCIL FOR FY2015

Council Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Comm. Dev.	Parks & Recreation				
9/17/2014		**Council Budgeted Amount**									**10,000.00**
9/15/2014	11/8/2014	Veteran's Parade	413.08					413.08	206.54	206.54	9,793.46
10/6/2014	10/18/2014	JSL Fun Run	210.72				275.00	485.72	242.86	242.86	9,550.60
10/6/2014	10/24/2014	HHS Homecoming Parade	548.68					548.68	274.34	274.34	9,276.26
10/6/2014	11/24/2014	Christian Life Assembly of God	305.00					305.00	0.00	305.00	8,971.26
10/6/2014	3/13-15/15	Art in the Park	600.00					600.00	300.00	300.00	8,671.26
10/20/2014	10/25/2014	Communities in Schools Festival					257.00	257.00	137.50	128.50	8,542.76
10/20/2014	12/13/2014	Kiwanis Christmas Parade	1,998.70	576.59	733.00			3,308.29	1,654.15	1,654.15	6,888.62
11/17/2014	3/28/2014	Children's Week Celebration					375.00	375.00	187.50	187.50	6,701.12
12/15/2014	2/28/2015	H.C. Library 5K Run	1,058.60					1,058.60	529.30	529.30	6,171.82
1/5/2015	1/19/2015	Dr. MLK, Jr. Parade	629.96		200.00		75.00	904.96	0.00	904.96	5,266.86
2/2/2015	2/7/2015	Grace World 5K for Human Tr.	907.23		375.00			1,282.23	641.12	641.12	4,625.74
3/2/2015	4/4/2015	Brooksville Cycling Classic	2,675.05		610.00	100.00		3,385.05	1,692.53	1,692.53	2,933.22
7/6/2015	12/12/2015	Brooksville Women's Club	608.88					608.88	0.00	304.44	2,628.78
							TOTALS	13,532.49	5,865.84	7,371.23	2,628.78

FEES WAIVERS APPROVED BY COUNCIL FOR FY2016

Council Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Comm. Dev.	Parks & Recreation				
Projected		**Council Budgeted Amount**									**15,000.00**
7/6/2015	12/12/2015	Brookville Women's Club Festival	609.88					609.88	304.94	304.94	14,695.06
8/3/2015	11/14/2015	Veterans Parade	439.24		74.00			513.24	0.00	513.24	14,181.82
8/3/2015	10/10/2015	Dawn Center					320.00	320.00	0.00	320.00	13,861.82
8/3/2015	11/7-8/2015	Hernando Music Fest	475.00					475.00	237.50	237.50	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
		TOTALS						1,918.12	542.44	1,375.68	13,624.32

City Council
AGENDA ITEM: D2
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR

SUBJECT: JUNIOR SERVICE LEAGUE FEE WAIVER REQUEST

DATE: SEPTEMBER 9, 2015

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from the Junior Service League of Brooksville to waive fees/costs for their 3rd Annual Masquerade Madness 5k/10k/1 mile Fun Run on Saturday, October 17, 2015. The run will begin and end at the Good Neighbor Trail head at Russell Street Park. They have provided the City with the appropriate Certificate of Insurance and a deposit of $275.00.

The Police Department estimates costs in the amount of $229.63 for traffic control coverage. The fee for use of the Good Neighbor Trail head at Russell Street Park is $275.00. The total fees are $504.63. Following the Fee Waiver Policy, 50% approval would be $252.32.

BUDGET IMPACT: Total impact to the City of Brooksville for the Junior Service League's Fun Run is estimated at approximately $504.63 in total or $252.32 at 50% of costs. Fee waiver funding in the amount of $15,000 is currently allocated within the proposed General Fund budget for FY2016, line item number 001-010-511-59901. Of that amount, $1,375.68 has been awarded, leaving a balance of $13,624.32.

LEGAL REVIEW: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. 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. Letters from Junior Service League Vice President
2. Street Closure Permit & Map
3. Facility Use Agreement
4. Certificate of Insurance
5. Special Events Fee Waiver Policy No. 3-2012
6. Fee Waiver Spreadsheet

Attachment 1

Junior Service League of Brooksville
PO Box 936
Brooksville, FL 34605

August 8, 2015

Dear City Council Members

The Junior Service League of Brooksville has been serving Hernando County since 1936. On October 17, 2015 we will host our 3rd Annual Masquerade Madness 5k, 10k, 1 mile Costume Fun Run at Russell Street Park and along the Good Neighbor Trail. This event is not only a great fundraiser for our organization, it is also a great showcase of our beautiful downtown area and the wonderful public amenities available. We expect participants from all over the Tampa Bay Area.

This year, in addition to our many philanthropic projects, the proceeds from the Race will be focused towards creating food parcels that will be delivered to homeless students and their families over the winter break. We realize that these students depend greatly on free and reduced breakfast and lunch for their daily nutritional needs and hope to supplement those needs while school is in recess.

Because of our charitable focus, we are requesting that the fees from the City of Brooksville and Brooksville Police Department for traffic guards (Temporary Street Closure) as well as the park usage fees due to Parks and Recreation be waived. Every dollar that we are not spending towards the logistics of the event will be directed towards the needs of those in Hernando County.

Yours in Service,

Megan Champagne

Megan Champagne
Junior Service League Vice President
and
Race Co-Chair 2015

Attachment 2

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: Junior Service League		**Event** Masquerade Madness Fun Run 10k/5k/1mile	
Contact Person: Megan Champagne		**Address** 1053 Whitway Dr Brooksville, FL	**Telephone:** 352-346-4615
If unavailable (Alternate Name) Alysha Smith		**E-Mail:** zlayazeta@yahoo.com	**Telephone:** 352-650-6834
Date of Event: 10/17/15	**Starting Time:** 7am	**Ending Time (approx):** 11am	**Estimated Number of Participants:** 100

Proposed Route (include Street/Avenue, attach location map) Good Neighbor Trail
Run begins and ends at Russell St Park. Runners will cross S Brville Ave + SR 50 at the beginning and end of the run. We are working with County officials to close or supervise trail crossings at Old Jasmine, McIntyre + Mondon Hill Roads.

I/We Junior Service League of Brooksville 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.

Megan Champagne
Signature

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 21 day of Aug 2015, by Megan Champagne who is personally known to me or who presented FDL as identification, and who (did) (did not) take an oath.

Rachel Riddle
[Signature of Notary Public]

RACHEL RIDDLE
Notary Public - State of Florida
Commission # FF 232722
My Comm. Expires May 19, 2019
Bonded through National Notary Assn.

[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 $ 100.00 **Received By:** Janet Kato **Date** 8/24/15

Police Chief	**Date** 9-15	**City Manager**	Date 9.15.15

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: MASQUERADE MADNESS FUN RUN 10/5 K

Starting: 7 AM 10/17/15 End: 11 AM 10/17/15

Police Department

Personnel	ATTACHED	@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
		@	$	= $

POLICE DEPARTMENT TOTAL $ ~~0~~ 229.63

Fire Department

Personnel		@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
		@	$	= $

ON DUTY CREW WILL STAND BY (NON-DEDICATED)

FIRE DEPARTMENT TOTAL $ Ø

Public Works

Personnel		@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
		@	$	= $

PUBLIC WORKS TOTAL $ Ø

Park's Fees 275.00

ESTIMATED TOTAL DUE CITY $ ~~485.72~~

TOTAL Actual Costs $_____ Billed $_____

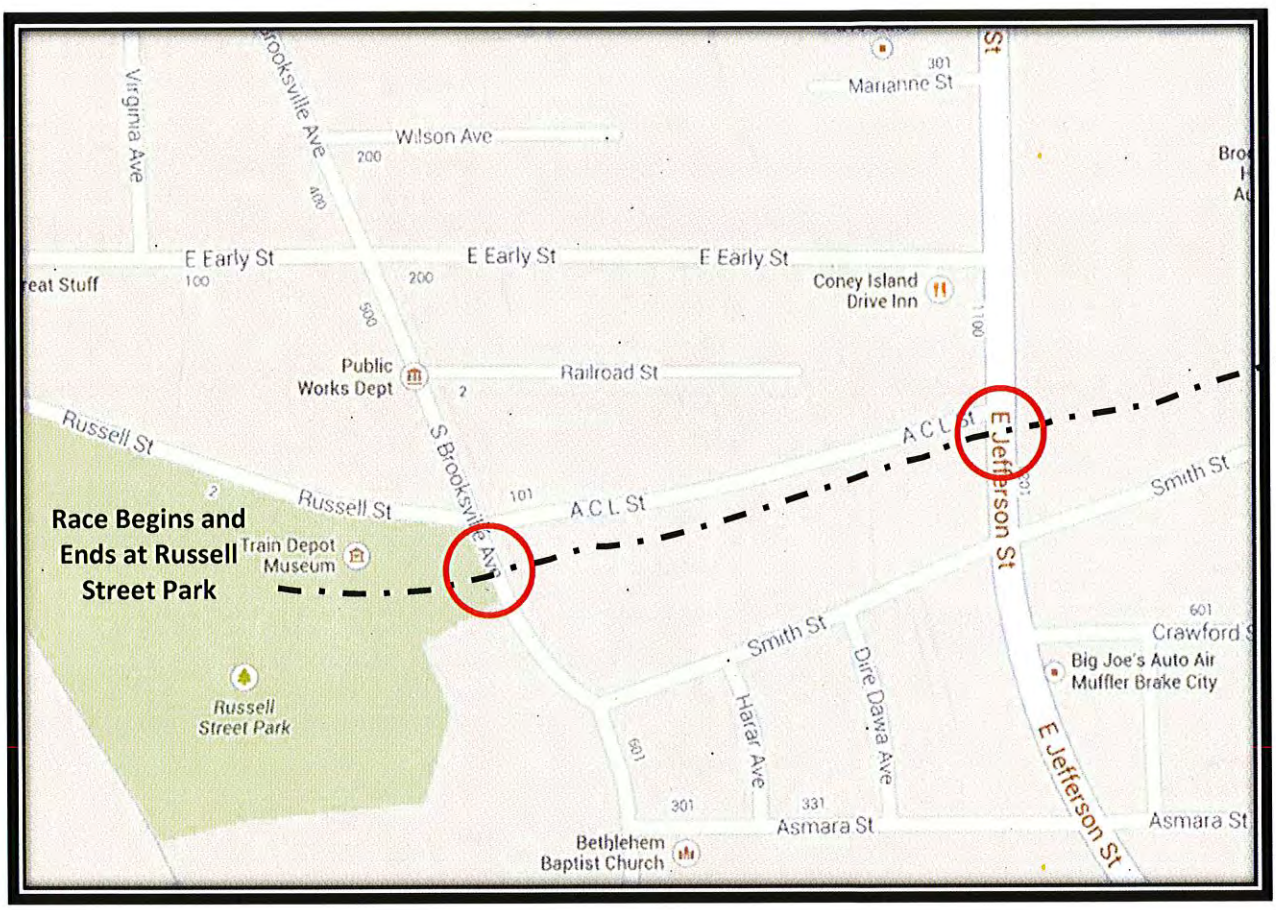
Payment Received By: _____

EVENT:	DETAIL SPECIFICATIONS:
MASQUERADE MADNESS	SATURDAY OCTOBER 17, 2015; ON POST NTL 0645 HRS.
FUN RUN	RADIO GROUP; IA-1
	DETAIL TIME: 0645 – 1100 HRS

POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	$ AMOUNT
S BROOKSVILLE AVE / TRAIL	OFFICER NELSON	915		27.69	4.25	$117.68
E JEFFERSON ST / TRAIL	OFFICER BELCHER	933		26.34	4.25	$111.95
				TOTALS	**8.50**	**$ 229.63**

TOTAL MAN HOURS: 8.50 **TOTAL COST: $229.63**

Masquerade Madness 5k – 10k – 1 mile Fun Run
Good Neighbor Trail Route



Approximate Trail Path

Intersections of Trail Path with Traffic Safety Guides and/or Traffic Guards

Attachment 3

CITY OF BROOKSVILLE
PARKS & RECREATION DEPARTMENT
FACILITY USE AGREEMENT
Florida Governmental Agencies

( ) Jerome Brown Community Center ( ) Hall ( ) Conference Room ( ) Kitchen
(X) Other Facility Russell St. Park + Good Neighbor Trail

Name of applicant (User): Junior Service League of Brooksville

If an organization, name of representative: Megan Champagne

(X) Not-for-Profit (attach copy of certificate) ☐ City Co-Sponsored

Address: PO Box 936 City: Brooksville State: FL Zip: 34605

Contact person: Megan Champagne Day Telephone 352-346-4615 Evening same

Alternate contact person: Alysha Smith Day Telephone 352-650-6834 Evening same

Description of event: 5k/10k/1mile Fun Run, Costumes Optional

Anticipated attendance:

Attendees will be: Adult (X) Teen ☐ Elem. ☐ Preschool ☐ If youth event, number of supervising adults:

Day(s) of event: M - T - W - Th - F - (Sa) - Su Start date of event: 10/17/15 Ending date: 10/17/15

Time event begins: 7 (AM) / PM Time event ends: 11 (AM) / PM

Set-up: Date 10/16/15 From 5 AM / (PM) To 7 AM / (PM)

Will event be open to the general public? Yes (X) No ☐ Admission/donation/fee**: ☐ No (X) Yes $ 15-30

Food/merchandise sales** ☐ No (X) Yes Describe:

Refreshments served: ☐ No (X) Yes Describe: Water

Number of paid security officers (if applicable): 0 Scheduled from _____ AM / PM To _____ AM / PM

** Applicant may be responsible for Florida Sales Tax

RATES & FEES

User Fees: The base user fee for the requested facility is $ 275 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

USE AGREEMENT TERMS

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.

2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.

3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.

4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.

5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.

6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.

7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.

8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests.

9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and, to the extent permitted by Florida Statutes, Section 768.28(19), agrees to hold the City harmless and to indemnity the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.

10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.

11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

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

Name: Megan Champagne Signature: Megan Champagne Date: 8/21/15
Applicant/User

Alcoholic Beverage Distribution/Consumption Permit ☒ No ☐ Yes (Attach copy of signed permit)

Base Rent $ 275.00 Other $ 275.00 Total Estimated Cost $ 550.00 Total Estimated Deposit$ 275.00

Initial Deposit (minimum 50% of estimated total)$ 275.00 Received by [illegible] Date 8/24/15 Balance Due (10 days prior to event) $ 275.00

Application Approved By: [illegible] Date: 8-24-15

Not valid unless signed by Director of Parks and Recreation or Authorized Agent.

Attachment 4

CERTIFICATE OF INSURANCE

DATE: 8/19/2015

CERTIFICATE NUMBER: 20150819349368

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Telephone)
678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc.
132 East Washington Street, Suite 800
Indianapolis IN 46204

Sports Event Management

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.
INSURER B: Philadelphia Indemnity Ins. Co.

EVENT INFORMATION:

Masquerade Madness (10/17/2015 - 10/18/2015)

POLICY/COVERAGE INFORMATION:

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:	
A	GENERAL LIABILITY					
	X Occurrence	PHPK1241556	11/1/2014 12:01 AM	11/1/2015 12:01 AM	GENERAL AGGREGATE (Applies Per Event)	$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)	$1,000,000
					MEDICAL EXPENSE (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	$1,000,000
					PRODUCTS-COMP/OP AGG	$3,000,000
B	UMBRELLA/EXCESS LIABILITY					
	X Occurrence	PHUB476653	11/1/2014 12:01 AM	11/1/2015 12:01 AM	AGGREGATE (Applies Per Event)	$10,000,000
					EACH OCCURRENCE	$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Brooksville
201 Howell Avenue
Brooksville FL 34601

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

Mike Price

Attachment 5

Special Event Fee Waiver Policy No. 3-2012 has been provided as a separate handout for City Council. Anyone wanting a copy of this attachment please contact the City Clerk's Office.

Attachment 6

FEES WAIVERS APPROVED BY COUNCIL FOR FY2015

Council Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Comm. Dev.	Parks & Recreation				
9/17/2014		**Council Budgeted Amount**									**10,000.00**
9/15/2014	11/8/2014	Veteran's Parade	413.08					413.08	206.54	206.54	9,793.46
10/6/2014	10/18/2014	JSL Fun Run	210.72				275.00	485.72	242.86	242.86	9,550.60
10/6/2014	10/24/2014	HHS Homecoming Parade	548.68					548.68	274.34	274.34	9,276.26
10/6/2014	11/24/2014	Christian Life Assembly of God	305.00					305.00	0.00	305.00	8,971.26
10/6/2014	3/13-15/15	Art in the Park	600.00					600.00	300.00	300.00	8,671.26
10/20/2014	10/25/2014	Communities in Schools Festival					257.00	257.00	137.50	128.50	8,542.76
10/20/2014	12/13/2014	Kiwanis Christmas Parade	1,998.70	576.59	733.00			3,308.29	1,654.15	1,654.15	6,888.62
11/17/2014	3/28/2014	Children's Week Celebration					375.00	375.00	187.50	187.50	6,701.12
12/15/2014	2/28/2015	H.C. Library 5K Run	1,058.60					1,058.60	529.30	529.30	6,171.82
1/5/2015	1/19/2015	Dr. MLK, Jr. Parade	629.96		200.00		75.00	904.96	0.00	904.96	5,266.86
2/2/2015	2/7/2015	Grace World 5K for Human Tr.	907.23		375.00			1,282.23	641.12	641.12	4,625.74
3/2/2015	4/4/2015	Brooksville Cycling Classic	2,675.05		610.00	100.00		3,385.05	1,692.53	1,692.53	2,933.22
7/6/2015	12/12/2015	Brooksville Women's Club	608.88					608.88	0.00	304.44	2,628.78
		TOTALS	13,532.49					5,865.84		7,371.23	2,628.78

FEES WAIVERS APPROVED BY COUNCIL FOR FY2016

Council Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Comm. Dev.	Parks & Recreation				
Projected		**Council Budgeted Amount**									**15,000.00**
7/6/2015	12/12/2015	Brookville Women's Club Festival	609.88					609.88	304.94	304.94	14,695.06
8/3/2015	11/14/2015	Veterans Parade	439.24		74.00			513.24	0.00	513.24	14,181.82
8/3/2015	10/10/2015	Dawn Center					320.00	320.00	0.00	320.00	13,861.82
8/3/2015	11/7-8/2015	Hernando Music Fest	475.00					475.00	237.50	237.50	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
		TOTALS						1,918.12	542.44	1,375.68	13,624.32

City Council
AGENDA ITEM: D3
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANET KATO, DEPUTY CITY CLERK

SUBJECT: FEE WAIVER REQUEST: HERNANDO HIGH SCHOOL HOMECOMING PARADE

DATE: SEPTEMBER 9, 2015

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from Hernando High School to waive all fees/costs for their 2015 Homecoming Parade. The parade will begin around 1:00 p.m. October 9, 2015 and end at 2:15 with an estimated 500 participants. The parade leaves the Hernando High School bus compound on Oakwood (heading west) to Howell (heading south) to Fort Dade Avenue (turning east) to Bell Avenue to return Hernando High School. Historically the City Council has waived the fees for this annual event.

Because the parade will occur during regular/general office hours, City staff has attempted to maximize the use of "on-duty personnel" to minimize impact and additional overtime costs to the City.

The Police Department estimates costs in the amount of $555.40 for traffic control coverage.

BUDGET IMPACT: Monies in the amount of $15,000 have been tentatively approved in the FY2016 budget for waiver for such events in line item 001-010-511-59901. The budget impact will be a loss of $555.40 or $277.70 at 50%. To date, Council has approved $1,375.68 in fee waivers for FY2016.

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 from Hernando High School
2. Street Closure Permit & Map
3. Certificate of Insurance
4. Fee Waiver Policy
5. FY2015 & FY2016 Fee Waiver Spreadsheet

Attachment 1

919 North Broad Street
Brooksville, Florida 34601
(352) 797-7000

HERNANDO HIGH SCHOOL
700 Bell Avenue
Brooksville, Florida 34601
Phone: (352) 797-7015 • Fax: (352) 797-7115
www.edline.net/pages/hcsb_hhs

August 26, 2015

Brooksville City Council Members
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Re: Hernando High School Homecoming Parade – October 9, 2015

Honorable City Council Members:

Please consider our request for the City of Brooksville to, once again, support the Hernando High School Homecoming Parade. I am asking the city council to waive the cost associated with the parade permit and street closure. Hernando High School will provide the required Application for Street Closure and a certificate of insurance.

Our Homecoming week for the 2015-2016 school year will begin October 5th and will culminate on October 10th with the parade beginning at 1:00 p.m. The Homecoming parade is one way we endeavor to incorporate the community into our Homecoming events. The parade is an integral part of our Homecoming week and has always been greatly supported by the community as well as our students, parents, and alumni.

Thank you in advance for your continued support of Hernando High School.

Sincerely,

Joy Nagy

Joy Nagy
HHS SGA Sponsor

The Hernando County School District collaborates with parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

Attachment 2

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 X Yes ☐ No **Waiver Requested** X Yes ☐ No **Approved by Council** ☐ Yes ☐ No

Name or Organization Hernando High School		**Event** Homecoming Parade	
Contact Person Joy Nagy, Hernando High SGA Sponsor		**Address** 700 Bell Ave., Brooksville, Florida 34601	**Telephone** (352) 797-7015, ext. 410
If unavailable (Alternate Name)		**Address**	**Telephone**
Date of Event October 9, 2015	**Starting Time** 1:00 p.m.	**Ending Time (approx)** 2:15 p.m.	**Estimated Number of Participants** 500

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

Oakwood, left on Howell Ave. to Ft. Dade. Left on Ft. Dade to Bell Ave. Left on Bell Ave. and return to Hernando High School.

I/We Joy Nagy 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.

Joy Nagy
Signature

SUSAN K LINK
MY COMMISSION # EE652020
EXPIRES November 15, 2016
(407) 398-0153 FloridaNotaryService.com

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 1 day of September 2015, by _____ who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Susan K Link
[Signature of Notary Public]

SUSAN K LINK
[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.**

(Approved)

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

Total Deposit $_____ **Received By:** Janet Kato **Date** 9/3/15

Police Chief	Date	City Manager	Date
	9-15-15		9.15.15

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: Hernando High School's Homecoming Parade – October 9, 2015
Starting: 1:00 p.m. End: 2:15 p.m.

Police Department

Personnel	SEE ATTACHED	@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
		@	$	= $

POLICE DEPARTMENT TOTAL $ 555.40

Fire Department ~~THIS HIRES OFF DUTY FIREFIGHTERS~~ Ø

Personnel		@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
		@	$	= $

ON DUTY Personnel LEAD PARADE
Subject TO Calls.

FIRE DEPARTMENT TOTAL $ Ø

Public Works

Personnel (Streets)		@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
Personnel (Garbage)		@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $

PUBLIC WORKS TOTAL $ Ø

ESTIMATED TOTAL DUE CITY $ _____

TOTAL Actual Costs $ _____ Billed $ _____

Payment Received By: _____

EVENT:	DETAIL SPECIFICATIONS:
HERNANDO HIGH SCHOOL	FRIDAY, OCTOBER 09, 2015 AT 1300 HRS
HOMECOMING PARADE	Be on post NLT 1245 hours
	RADIO CHANNEL: IA-1

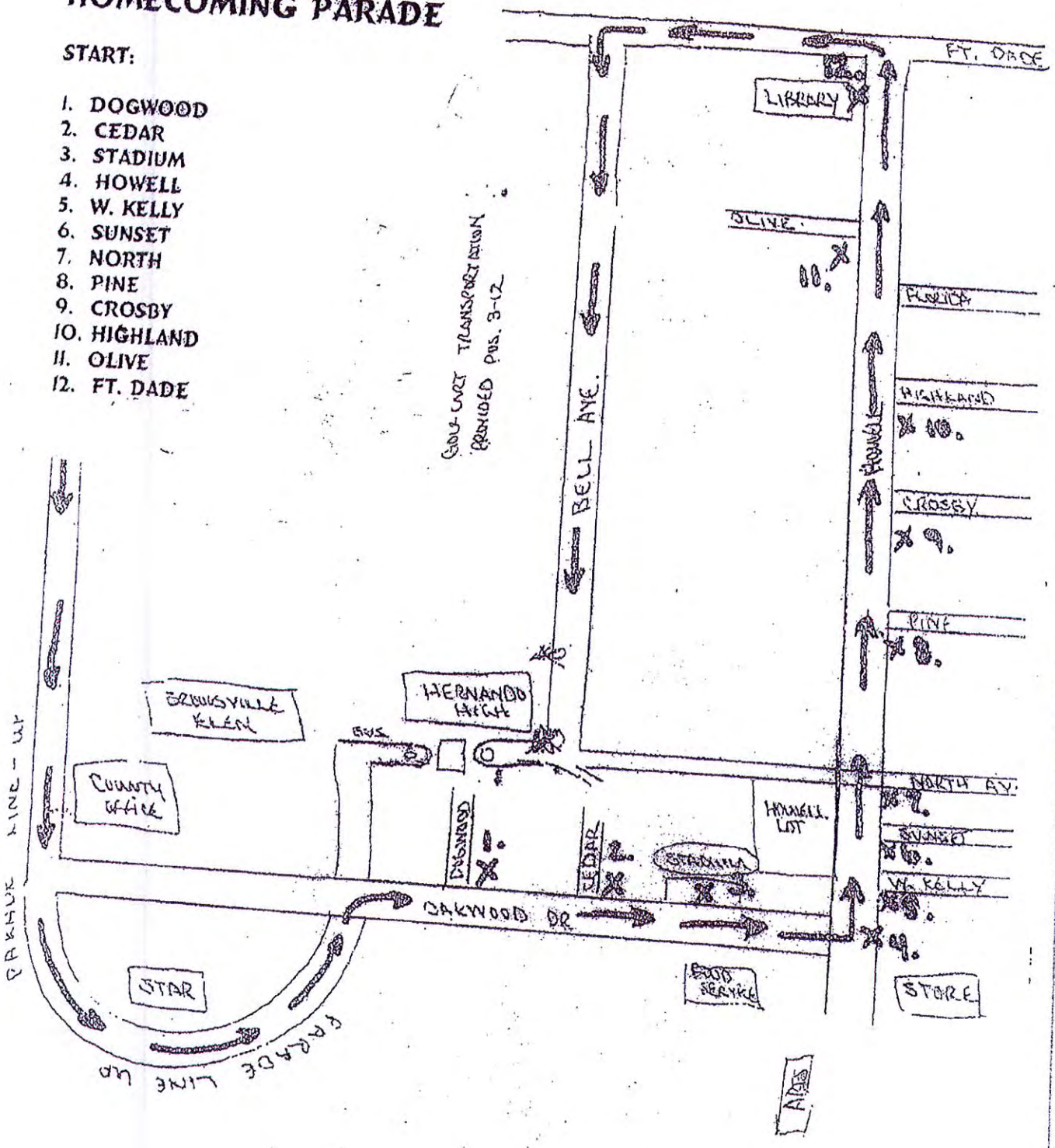
POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	$ AMOUNT
LEAD VEHICLE	SGT. SERRANO*	905		$24.11	2	$48.22
HOWELL / OAKWOOD	LT. WHITACRE*	904		$27.14	2	$54.28
HOWELL / KELLY	SGT. MATHESON*	908		$21.88	2	$43.76
HOWELL / SUNSET	SCHOOL STAFF				0	0
HOWELL / NORTH	SGT. ORMAN	906		$35.87	2	$71.74
HOWELL / OAK	BARRICADE				0	0
HOWELL / PINE	OFC. BRIDGES	918		$27.69	2	$55.38
HOWELL / CROSBY	SCHOOL STAFF				0	0
HOWELL / CHERRY	OFC. FREDRICKSEN	925		$26.88	2	$53.76
HOWELL / HIGHLAND	SCHOOL STAFF				0	0
HOWELL / ALTA VISTA	BARRICADE				0	0
HOWELL / FLORIDA	OFC. CARTWRIGHT*	951		$15.17	2	$30.34
HOWELL / OLIVE	TECH. HOUGHTON*	932		$14.42	2	$28.84
HOWELL / IRENE	BARRICADE				0	0
HOWELL / FT. DADE	DET. PASTERNAK*	930		$20.32	2	$40.64
FT. DADE / N. BROOKSVILLE	BARRICADE				0	0
FT. DADE / ALLEY WAY	BARRICADE				0	0
FT. DADE / MAGNOLIA	BARRICADE				0	0
FT. DADE / BELL	OFC. BLACKMAN*	923		$17.56	2	$35.12
BELL / IRENE	BARRICADE				0	0
BELL / OLIVE	BARRICADE				0	0
BELL / MICKLER LOOP	BARRICADE				0	0
BELL / MT. FAIR	OFC. STOCKTON	916		$26.34	2	$52.68
BELL / ALTA VISTA	BARRICADE				0	0
BELL / CHERRY	BARRICADE				0	0
BELL / OAK	DET. SCHOFIELD*	931		$20.32	2	$40.64
BELL / NORTH	BARRICADE				0	0
BELL / NORTH AVE EAST	SGT. MATHESON*	908			0	0
OAKWOOD / UNIVERSITY	BARRICADE				0	0
VARSITY / UNIVERSITY	BARRICADE				0	0
CROOM / HOWELL	BARRICADE				0	0
					24.00	**$ 555.40**
*Denotes officers on duty & not being paid overtime						

TOTAL MAN HOURS: 24 | **TOTAL COST: $555.40**

HOMECOMING PARADE

START:

1. DOGWOOD
2. CEDAR
3. STADIUM
4. HOWELL
5. W. KELLY
6. SUNSET
7. NORTH
8. PINE
9. CROSBY
10. HIGHLAND
11. OLIVE
12. FT. DADE



Attachment 3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2014

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

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

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.

200 S. Orange Ave
Suite 1350
Orlando, FL 32801
Peter Doyle

CONTACT NAME: Audrey Dellolio, ARM-P, AU
PHONE (A/C, No, Ext): 407-563-3553 FAX (A/C, No): 407-370-3057
E-MAIL ADDRESS: Audrey_Dellolio@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Self Insured per FS768.28	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
North East Florida Educational Consortium

3841 Reid Street

Palatka, FL 32177

COVERAGES **CERTIFICATE NUMBER:** 40149692 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			See Below	07/01/14	07/01/15	EACH OCCURRENCE	$ PerStatute
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Qualified Self Insurer per FS768.28 - $200,000 Per Person/ $300,000 Per Occurrence.

REF: HERNANDO COUNTY SCHOOL BOARD
Hernando High School's use of Certificate Holder's premises. ALL DATES WITHIN THE TERM SHOWN ABOVE.

CERTIFICATE HOLDER

City of Brooksville

201 Howell Avenue

Brooksville, FL 34601

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter Doyle

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Attachment 4

Special Event Fee Waiver Policy No. 3-2012 has been provided as a separate handout for City Council. Anyone wanting a copy of this attachment, please contact the City Clerk's Office.

Attachment 5

FEES WAIVERS APPROVED BY COUNCIL FOR FY2015

Council Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Comm. Dev.	Parks & Recreation				
9/17/2014		**Council Budgeted Amount**									**10,000.00**
9/15/2014	11/8/2014	Veteran's Parade	413.08					413.08	206.54	206.54	9,793.46
10/6/2014	10/18/2014	JSL Fun Run	210.72				275.00	485.72	242.86	242.86	9,550.60
10/6/2014	10/24/2014	HHS Homecoming Parade	548.68					548.68	274.34	274.34	9,276.26
10/6/2014	11/24/2014	Christian Life Assembly of God	305.00					305.00	0.00	305.00	8,971.26
10/6/2014	3/13-15/15	Art in the Park	600.00					600.00	300.00	300.00	8,671.26
10/20/2014	10/25/2014	Communities in Schools Festival					257.00	257.00	137.50	128.50	8,542.76
10/20/2014	12/13/2014	Kiwanis Christmas Parade	1,998.70	576.59	733.00			3,308.29	1,654.15	1,654.15	6,888.62
11/17/2014	3/28/2014	Children's Week Celebration					375.00	375.00	187.50	187.50	6,701.12
12/15/2014	2/28/2015	H.C. Library 5K Run	1,058.60					1,058.60	529.30	529.30	6,171.82
1/5/2015	1/19/2015	Dr. MLK, Jr. Parade	629.96		200.00		75.00	904.96	0.00	904.96	5,266.86
2/2/2015	2/7/2015	Grace World 5K for Human Tr.	907.23		375.00			1,282.23	641.12	641.12	4,625.74
3/2/2015	4/4/2015	Brooksville Cycling Classic	2,675.05		610.00	100.00		3,385.05	1,692.53	1,692.53	2,933.22
7/6/2015	12/12/2015	Brooksville Women's Club	608.88					608.88	0.00	304.44	2,628.78
		TOTALS	13,532.49	5,865.84				7,371.23			2,628.78

FEES WAIVERS APPROVED BY COUNCIL FOR FY2016

Council Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Comm. Dev.	Parks & Recreation				
Projected		**Council Budgeted Amount**									**15,000.00**
7/6/2015	12/12/2015	Brookville Women's Club Festival	609.88					609.88	304.94	304.94	14,695.06
8/3/2015	11/14/2015	Veterans Parade	439.24		74.00			513.24	0.00	513.24	14,181.82
8/3/2015	10/10/2015	Dawn Center					320.00	320.00	0.00	320.00	13,861.82
8/3/2015	11/7-8/2015	Hernando Music Fest	475.00					475.00	237.50	237.50	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
								0.00	0.00	0.00	13,624.32
		TOTALS						1,918.12	542.44	1,375.68	13,624.32

City Council
AGENDA ITEM: E1
September 21, 2015

City of Brooksville

Proclamation

Whereas, September 17, 2015, marks the Two Hundred and Twenty-Eighth anniversary of the drafting of the Constitution of the United States of America; and,

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and,

Whereas, the Constitution embodies the guiding principles of our nation; and,

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and,

Whereas, Public Law 915, signed into law by President Dwight D. Eisenhower on August 2, 1956, annually sets aside the week of September 17th through 23rd as Constitution Week to emphasize citizens' responsibilities for protecting and defending the Constitution, preserving it for posterity, to inform the people that the Constitution is the basis for America's heritage and the foundation for our way of life, and to encourage the study of the historical events which led to the framing of the Constitution in September 1787; and,

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim the week of September 17-23, 2015, as

"Constitution Week"

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 21st day of September, 2015.

City of Brooksville

_____
Frankie Burnett, Mayor

_____
Natalie Kahler, Vice Mayor

_____
Robert Battista, Council Member

_____
Betty Erhard, Council Member

_____
William Kemerer, Council Member

Attest: _____
Janet Kato, Deputy City Clerk

City Council
AGENDA ITEM: E2
September 21, 2015

FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle
Tallahassee, Florida 32309
850.668.2746

Press Release

Contact: Ben Lewis
Phone: (850) 668-2746
Email: Ben.Lewis@frwa.net

FOR IMMEDIATE RELEASE
9 A.M. EDT, August 18, 2015

CITY OF BROOKSVILLE WINNNER OF BEST TASTING WATER CONTEST

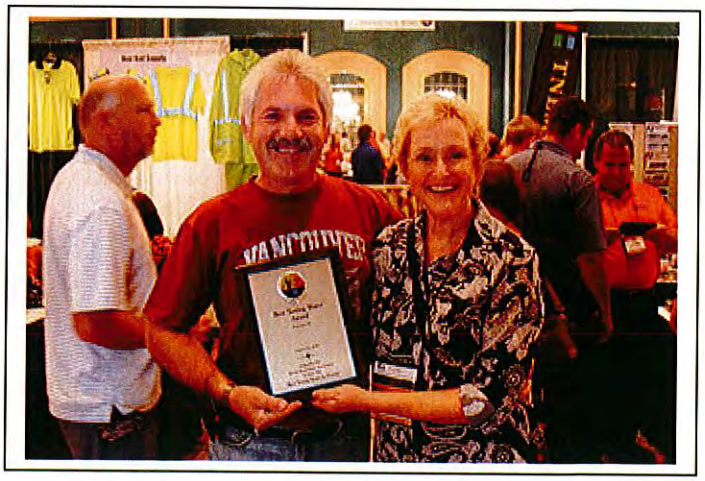
DAYTONA BEACH, FL AUGUST 11, 2015: Judges for the Florida Rural Water Association have selected the best-tasting water in Florida. On August 11, 2015, the winner of a state-wide competition was announced in an effort to identify the Best Tasting water in Florida.

Water utilities from around the state submitted samples of their water, straight from the tap. The winner of the event was City of Brooksville, whose water sample was chosen by judges as the best. The contest started in 1990 and has been a most anticipated program since its inception and is the longest running water taste contest in Florida. This year there were over 700 attendees at FRWA's Annual Conference, so there were many water entries from across the state. Entries were judged on: color, odor, taste, and quench factor by a panel of judges from Florida Department of Environmental Protection, Rural Development, and Vendors.

City of Brooksville will be traveling to Washington DC the first of 2016 as Florida's representative in the Great American Water Taste Test. This event is part of the Rural Water Rally, an annual legislative event of National Rural Water Association.

The Florida Rural Water Association would like to congratulate The City of Brooksville on their accomplishment and wishes them the best of luck in Washington!

The Best Tasting Water



Congratulations to the City of Brooksville, the winner of The Best Tasting Water Contest. This qualifies them to participate in the Great American Taste Contest sponsored by National Rural Water Association in February.

The Best Tasting Water Contest was awarded to the City of Brooksville. Their sample was judged by a panel of distinguished judges from water samples that were submitted by systems throughout the state to be the best tasting water in Florida.

FLORIDA RURAL WATER ASSOCIATION

Best Tasting Water Contest Award

This Certificate is Presented to

The City of Brooksville

as the winner of the

Best Tasting Water Contest

August 11, 2015

Florida Rural Water Association

2015 Annual Conference

City Council
AGENDA ITEM: G 1a.
September 21, 2015

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

MINUTES

July 20, 2015 **7:00 P.M.**

Brooksville City Council met in regular session with Frankie Burnett, Mayor, and Council Members Robert Battista, Betty Erhard and Natalie Kahler. Also present were Tom Hogan and Clifford A. Taylor, City Attorneys; T. Jennene Norman-Vacha, City Manager; Janet Kato, Deputy City Clerk; Mike Walker, Director of Parks, Facilities & Recreation Director, George Turner, Police Chief; Bill Geiger, Community Development Director; Steve Gouldman, City Planner; and Tim Mossgrove, Fire Chief.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghiotto Improvement Award – Commercial Award

Recognition of improvements to the owner of Great Stuff, Catherine Mercogliano, located at 503 South Main Street.

Scott Renz, Chairman of the Beautification Board reviewed improvements of the commercial property known as Great Stuff. Owner, Catherine Mercogliano was not in attendance.

Margaret R. Ghiotto Improvement Award – Residential Award

Recognition of improvements to the property owned by Donna Smith, 122 W. Fort Dade.

Cindy Renz presented a brief history of the property receiving the residential award, noting the vast improvements of a house that had once faced possible demolition. Donna Smith was present to accept her award.

CITIZEN INPUT

Mayor Burnett called for citizen input; there none.

CONSENT AGENDA

Council Member Erhard requested that Items 2 and 3 of the Consent Agenda be considered for approval separately.

Minutes

July 6, 2015 Regular Meeting

Motion:

Motion was made by Council Member Battista, seconded by Council Member Kahler for approval of the Regular Meeting Minutes of July 6, 2015. Motion carried 4-0.

Parks, Facilities & Recreation Mower Purchase & Budget Amendment

Consideration to approve the purchase of the 2015 Gravely Pro Turn 272 commercial mower, model number 992255 in the amount not to exceed $6,375.50 from General Auto Parts (State Contract vendor) and Budget Amendment.

City Manager T. Jennene Norman-Vacha reported that this particular mower has a wider cut, saving mowing time by almost half. Director Mike Walker added that the mower being surplused will help off-set the cost.

Motion:

Motion was made by Council Member Kahler, seconded by Council Member Battista for approval to purchase the 2015 Gravely Pro Tune 272 commercial mower, model number 992255 in the amount not to exceed $6,375. Motion carried 4-0.

Retainer Agreement with Sunrise Consulting

Consideration of a six month Contract with Sunrise Consulting for lobbying services and representation for the City of Brooksville.

Council Member Erhard questioned the need to engage additional legislative representation to advocate for the City.

Mayor Burnett referenced the important headway achieved in Tallahassee on behalf of the City with the lobbying efforts made by Sunrise Consulting; such as the City's Alternative Plan for the Coast to Coast Trail connecting the Good Neighbor Trail and the city's water/wastewater/storm water projects.

City Manager T. Jennene Norman-Vacha stated that the $24,000 per year cost of this contract will be split between the City, the Florida Blueberry Festival and the Florida Blueberry Growers Association. The City's portion of obligation for the six month period would be $12,000, or $2,000 per month.

Council Member Kahler stated the momentum on the Good Neighbor Trail is at a crucial point and could not see the advantage in postponing the engagement of a lobbyist.

Council Member Battista requested formal letters be obtained from the Florida Blueberry Festival and Florida Blueberry Association of their commitment to participate in this contract.

City Manager T. Jennene Norman-Vacha stated the commitment letters are forthcoming, and that Sunrise Consulting will be invoicing each entity separately.

Mayor Burnett directed Staff to forward documentation on this subject to Council as it evolves.

Motion:

Motion was made by Council Member Kahler, seconded by Council Member Battista to approve the contract with Sunrise Consulting for a six (6) month representation period (July 20, 2015 through January 20, 2015) at $4,000 per month, which will be split with the Florida

Blueberry Festival and the Florida Blueberry Growers Association, with attributable costs not to exceed $1,000, and a termination provision of 30 days written notice. Motion carried 4-0.

PUBLIC HEARINGS

Noise Ordinance No. 730-C

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

Mayor Burnett called for proof of publication. The Deputy Clerk stated that Item F-1 of the Agenda was advertised in the Tampa Bay Times on Friday, July 10, 2015, a copy of which is on file as record in the Office of the City Clerk.

Police Chief, George Turner presented the request for amending Chapter 82 of the Code relating to noise from vehicles.

Mayor Burnett called for public input. There was none.

Mayor Burnett requested the Ordinance to provide allowance of road closings in lieu of special events, and that the public be issued warnings for a thirty day grace period.

Motion:

Motion was made by Council Member Erhard, seconded by Council Member Battista to adopt Noise Ordinance No. 730-C, allowing for the exception to road closings in lieu of special events, and to issue warnings for a thirty day grace period.

The Deputy Clerk read Ordinance No. 730-C by title as follows:

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

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

Council Member Kahler	Aye
Council Member Erhard	Aye
Council Member Battista	Aye
Mayor Burnett	Aye

REGULAR AGENDA

Resolution No. 2015-11 - 2015 Local Mitigation Strategy (LMS) Plan Update

Consideration of resolution updating the LMS Plan as required every 5-years.

Bill Geiger presented the advantages in updating the LMS Plan as is required every 5-years.

Cecelia Patella, Director of Emergency Management with the Hernando County Sheriff's office, offered further explanation of the program. The plan will be posted on the County website.

Motion:

Motion was made by Council Member Erhard, seconded by Council Member Battista to adopt Resolution No. 2015-11, 2015 Local Mitigation Strategy (LMS) Plan Update.

The Deputy Clerk read Resolution No. 2015-11 by title as follows:

> **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA; ADOPTING THE HERNANDO COUNTY LOCAL MITIGATION STRATEGY PLAN 2015 UPDATE, AS DEVELOPED BY THE HERNANDO COUNTY LOCAL MITIGATION STRATEGY WORKGROUP; AUTHORIZING HERNANDO COUNTY STAFF TO TRANSMIT SAID PLAN TO THE APPROPRIATE STATE AND FEDERAL AGENCIES; AND PROVIDING AN EFFECTIVE DATE.**

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

Council Member Kahler	Aye
Council Member Erhard	Aye
Council Member Battista	Aye
Mayor Burnett	Aye

Resolution No. 2015-12 Deeds Dedicating City Property for use as Good Neighbor Trail Right-of-Way

Consideration of Resolution dedicating city property for use as GNT right-of-way and acceptance of Quitclaim Deeds.

City Attorney Clifford Taylor reviewed the resolution, which, along with the two quit claim deeds attached, would act to dedicate City property to be used as right-of-way for the Good Neighbor Trail. This dedication/reclassification would allow the FDOT to consider the use of these lands as a portion of the corridor for the Good Neighbor Trail.

Mayor Burnett directed Staff to compose a letter of gratitude to Mr. Joseph Mason, Jr. for his donation of these parcels of property to the City.

Mr. Hogan verified that the quit claim deeds from Mr. Mason names the City of Brooksville as Grantee.

Motion:

Motion was made by Council Member Battista and seconded by Council Member Kahler for approval of Resolution 2015-12.

The Deputy Clerk read Resolution No. 2015-12 by title as follows:

> **A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA; DEDICATING CERTAIN LANDS IN AND ADJACENT TO TOM VARN PARK TO BE USED BY THE PUBLIC AS RIGHT-OF-WAY FOR THE GOOD NEIGHBOR TRAIL PROJECT; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

Council Member Kahler	Aye
Council Member Erhard	Aye
Council Member Battista	Aye
Mayor Burnett	Aye

Welcome Monuments - Private Interest Proposal

Consideration of proposal for the location of the first Welcome Monument as well as review and approval of subsequent monuments administratively.

Steve Gouldman presented the proposal for the location of the Welcome Monuments and introduced resident/business owner, Mr. Blair Hensley.

Blair Hensley gave a summary of his conceptualization of silos as a sign monument project benefitting the City. He stated that twenty-six individuals and businesses have donated approximately $54,000 toward this project. The first location will be East Jefferson Street and East Martin Luther King Boulevard. Existing buildings there will be demolished, an Environmental Site Assessment performed and appropriate landscaping provided after the monuments installation. Future sites will be identified, leased, and developed by the Brooksville Silo Project Company and then assigned/donated to the City after completion. He hopes to have the project completed in six to eight months, and requested Council's approval of this project.

Council Member Battista inquired as to how the silos would be painted and/or repaired. He expressed the need for the public to have more time to offer comments on the project to Council.

Mr. Hensley stated the silos are approximately 30' high, in good shape, and will keep their patina finish. They will be installed and reinforced to meet high wind code.

Motion:

Motion was made by Council Member Kahler, seconded by Council Member Erhard to support Mr. Hensley in his silo monument project, providing that the Council be regularly updated as the project progresses. Motion carried 3-1, with Council Member Battista voting in opposition.

Adoption of Tentative Fire Assessment Rate for FY2016 Budget Adoption

Adoption of the FY2016 Fire Assessment rates and establishment of the Public Hearing for September 9, 2015, at 5:01 p.m.

Fire Chief Mossgrove presented the FY2016 Tentative Fire Assessment which utilizes the "readiness to serve", two-tiered approach of funding. He stated that the continuing efforts to shift costs of fire/rescue service delivery funding through the Assessment Program, lessens the burden on ad valorem and other General Fund revenues. This Tentative Fire Assessment proposes a .08 per unit rate for Tier 1 and a $20 increase, per parcel, from $80 to $100 for Tier 2. He requested Council to adopt the tentative fire assessment rates as mentioned and approve a Public Budget Hearing date of September 9, 2015 at 5:01 p.m.

Following discussion City Manager Norman-Vacha stated that this assessment meets the goals of Council to be fair and equitable to all citizens. Properties that typically use these services are not typically properties that contribute to the per parcel average cost. Once in the budget process, the assessment rate may only be lowered to fit budgetary needs that may arise.

Council Member Erhard stated she opposed the increased tax rate.

Council Member Kahler stated that she has not received complaints from citizens regarding Tier 1 rates, but has received complaints on Tier 2.

Council Member Erhard invited citizens to offer their opinions on this matter.

Mr. Pat Braden, who is opposed to increased in taxes, stated that in setting the temporary Fire Assessment at the rate recommended by Fire Chief Mossgrove, that the budgetary process could allow it to be decreased.

Council Member Battista asked to confirm that

Fire Chief Mossgrove approached the Council as both the Chief and a resident, stating that of the 4,014 parcels in the city, everyone is paying something, which is shifting the burden of higher taxes from business. To give the best service and staffing efficiencies. It is not an exuberant increase. Assessed value is $80,000

Council Member Battista motioned to adopt the Fire Assessment rate as outlined in the proposal and to approve the Public Hearing date for September 9, 2015. Mr. Battista withdrew the motion.

Council Member Kahler suggested the possible consideration of raising Tier 1.

Discussion ensued regarding raising Tier 1 to .09 per unit rate only.

Motion:

Motion made by Council Member Battista, seconded by Council Member Kahler for adoption of the Tentative FY2016 Fire Assessment rates as with the Tier 1 per unit rate of 0.85 and Tier 2 rate of $100 per parcel; and setting the Public Budget Hearing date for September 9, 2015 at 5:01 p.m.. Motion passed 3-1 with Council Member Erhard voting in opposition. Motion carries 3-1.

Mayor Burnett advised Council Members to contact either the City Manager or Fire Chief for information regarding this matter in anticipation of citizen inquiries.

Discussion of City Council Group Seat 3

City Manager Norman-Vacha stated that with the recent passing of Council Member Johnston, Seat #3 is now vacant. The City's current code adopted in 2010 states that the Council would, by Resolution, select an eligible person to fill the vacancy until the next regular municipal election or County wide non-primary election, whichever comes first. In the past, Council has given direction to advertise for those interested to submit their letter of interest which would be brought to Council for review. She requested direction from Council as to how to proceed.

Council Member Battista stated that with only one publication now serving the area, a seven day published announcement may not be enough notice for citizens to reply.

Discussion by Council brought about recommendations such as; informing the public via the website and a press release; requesting respondents to include a resume along with their letter of interest, and that candidates' applications be submitted to the City Clerk's office by noon on Friday, July 31, 2015.

Mayor Burnett addressed the process the Board would like to follow in case of a tie vote between Council Members in electing a candidate.

After discussion, the Council established that in case of a tie vote the municipal election will be decided by lot in which the name of each candidate who has tied shall be placed on a separate piece of paper of equal size and color and placed in a container so that candidate names are not noticeable. A member of the canvassing Board designated by the City Council will select one piece of paper from the container. The candidate whose name appears upon the piece of paper shall be declared elected by the City Council.

Motion:

Motion was made by Council Member Erhard, seconded by Council Member Battista directing Staff to inform the public of the Council's desire to seek a candidate for Seat #3 by publishing a notice in the *Tampa Bay Times*, doing a press release, posting on the website, and requesting that those interested in serving to submit a letter of interest, along with a resume listing qualifications, to the City Clerk's office by noon on Friday, July 31, 2015. Motion carried 4-0.

Mayor Burnett directed Staff to prepare Tally sheets of interested candidates for Council's meeting on August 3, 2015.

2015 Great Brooksvillian Selection

Review of Screening Committee recommendations and selection of the 2015 Great Brooksvillian recipient.

Screening Committee Chairman, Michelle Thompson, addressed the Council, acknowledging Committee Member, Julia Jinkens, who was also in attendance. Three nominations were received Steve Manuel, Joseph M. Mason, Jr. and E.E. "Ernie" Wever, Jr.. Previous nominations were reviewed. Their recommendation to the Council was to appoint

E. E. "Ernie" Wever, Jr. as the 2015 Great Brooksvillian.

Motion:

Motion was made by Council Member Battista, seconded by Council Member Kahler to appoint E. E. "Ernie" Wever, Jr. as the Great Brooksvillian. Motion carried 4-0

CITIZEN INPUT

Mayor Burnett called for citizen input.

Mr. Pat Miketinac recommended keeping the old mower inventoried and regularly repaired.

Mr. Fraizer Mountain stated that the web may provide a better way to advertise open job positions than the newspaper or the City's website.

Ruby McGeehan submitted a letter of interest and brief resume for Seat #3 to the City Manager. She thanked the City on the resolve of Bell Avenue.

Shirley Miketinac congratulated the Council on working well together, and noted the two individuals who have given property to the City.

Kojack Burnett commended Mr. Hensley on his vision for the City.

ITEMS BY COUNCIL

Tom Hogan, City Attorney

Mr. Hogan requested that an Executive Session with Council be held on August 17, 2015, and that any items of concern by Council Members be individually discussed with him prior to the session.

Mayor Burnett directed the City Manager to meet with Mr. Hogan prior to the August 17, 2015, Executive Session.

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha reminded the Council of the upcoming Budget Workshop on Monday, July, 27th in preparation of the first Budget Hearing scheduled September 9, 2015. She presented an overview of the past and present economic climates that have shaped the City's present budget, loosing revenue and still maintaining the community's desire to maintain services. She stated that the critical aspect for the City is in growth which is currently at 3%. As packets are distributed for the Workshop, she is available to answer questions and concerns any Council Members may have.

Natalie Kahler, Council Member

Council Member Kahler expressed appreciation for the work done by Fire Chief Mossgrove and his Department.

She gave a historical review of Ernie Wever, 2015 Great Brooksvillian Award recipient.

Betty Erhard, Council Member

Council Member Erhard thanked everyone for coming to the meeting. She requested from City Counsel the status of the response from Sensys and if a meeting had been scheduled.

Attorney Hogan recommended that this item be discussed in Executive Session, as the City is currently involved in litigation. He invited Council Members with concerns about this item, or any other legal matter concerning the City, to coordinate with the City Manger in scheduling time with his firm to have questions answered.

Mr. Hogan advised the question be asked during the Executive Session.

Council Member Battista concurred to preserve discussion of the matter for Executive Session.

Mayor Burnett advised council members to contact the City Manager and City Attorneys with questions at any time.

Robert Battista, Council Member

Council Member Battista requested to be provided an index of City Policies. He proposed considering that the Council Chambers be dedicated to Council Member Joseph E. Johnston, and for Staff to create an appropriate Resolution of designation with plaque.

Frankie Burnett, Mayor

Mayor Burnett thanked Mr. Hensley for his hard work on the proposed signage project for the City, and that it be presented to the Council as it evolves. He commended all the organizations who offer charitable levels of support to the City. He thanked the Hogan Law Firm for its dedication of representation to the City, and also City Staff.

ADJOURNMENT

There being no further business, the Council Meeting adjourned at 10:02 p.m.

_____

Deputy City Clerk

Attest: _____

Mayor

City Council
AGENDA ITEM: G 1b.
September 21, 2015

CITY OF BROOKSVILLE
BUDGET WORKSHOP MINUTES
COUNCIL CHAMBERS
201 Howell Avenue
Brooksville, FL 34601

MINUTES

July 27, 2015 **6:00 P.M.**

Brooksville City Council met in workshop session with Mayor Frankie Burnett and Council Members, Robert Battista, Betty Erhard and Natalie Kahler. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Jim Delach, Assistant Finance Director; Mike Walker, Director of Parks/Facilities and Recreation; Richard Radacky, Director of Public Works; Telina Dowdell, Human Resources Specialist, Tim Mossgrove, Fire Chief and George Turner, Police Chief.

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

FY2016 BUDGET

Overview of General Fund & Fire Department Fund Budget Presentation

Discussion by Council on General Fund and Fire Department Fund Revenues and Expenditures seeking overall direction.

City Manager Norman-Vacha presented an overview of the nature of growth for cities, highlighting the concept that people create community, and the need to create this city as a destination which offers opportunity for residents and business alike to flourish and want to invest in their community. She referenced the Brooksville Vision 2050 Plan that Council recently adopted, which targets economic development through new businesses and the creation of jobs, and focusing on historic main street curb appeal, arts, recreation, entertainment, activities, cultural and education.

The City Manager advised that this meeting is to go over the General Fund revenues and expenses, advising that the budget is balanced at 6.6439 mills. With recent increased property revenues, this millage rate constitutes a tax increase. In previous years since 2007, there has been a decrease in property tax revenues of approximately one million dollars with no decrease in services.

The City Manager continued by going over the staff memo dated July 21, 2015, which included changes in the proposed FY2016 budget from the adopted FY2015 budget and reads in its entirety as follows:

General Fund revenues

- Increase in General Fund revenues from $6,314,813 to $6,451,859 ($137,046 more) due to a small increase in property values and dissolving the Vehicle Replacement Fund into the General Fund.
- The millage rate stayed the same at 6.6962.

General Fund expenses

- Increase from $7,089,721 to $7,350,186 ($260,465 more) is due to:
  - 5% increase in current wages
  - 10% increase for all insurance rates (Health, Liability, Worker's Comp)
  - Florida Retirement Plan Rate increase
  - Police Chapter Plan retirement rate increase from 7.461% to 23.72%
  - New van for Streets $35,000
  - 1 new leased Police vehicle $10,866
  - Required 800 radio upgrade $40,000

Fund 143 Fire Department revenues

- Increase in Fund 143 revenue from $1,713,622 to $1,824,596 ($110,974 more) due to an increase in the Fire Assessment and Transfers In from Vehicle Replacement Fund.

Fund 143 Fire Department expenses

- Increase in expenses from $1,556,036 to $1,818,452 ($262,416 more) due to:
  - 5% increase in current wagesNew Pumper Truck down payment $220,000
  - Required 800 radio upgrade $28,000
  - 10% increase for all insurance rates (Health, Dental, Liability, Worker's Comp)

City Manager Norman-Vacha offered a power point presentation and began discussions with the 2015 certified property value and related information on page 6 of the Budget Report. She called attention to the property appraiser's number of $387,000,000 of taxable value for 2015 which is the amount the City must keep in mind for this year's budget.

Discussion ensued regarding ad valorem taxes which are based on; taxable property value and the millage rate. Direction will be sought from Council for a proposed millage that will be considered and adopted at the August 3rd Regular Meeting.

Fire Chief Tim Mossgrove reviewed goals of the fire assessment, which includes creating a revenue source for the Fire Department to provide relief from the General Fund, create a method that requires everyone to pay something, and to create a method of paying in relation to size of larger homes or businesses. Chief Mossgrove offered a power point presentation.

Discussion ensued regarding the necessity to provide equipment and personnel to be able to respond in a "readiness to serve approach" and the rates involved therein, the tier 1 and tier 2 methodology and examples of city rates on properties for fire assessment tax bill as it compares to Hernando County taxes.

Budget Review

Council discussed the budget review process and public hearing process and it decided to review the proposed budget page-by-page at this time. Comments, questions and discussions were as follows:

Page Five

The roll-back rate of $20,241 was pointed out, with 95% being the realization on the revenue side.

Page Six
The City Manager clarified the "Communication Service Tax" which is a direct amount provided by the State.

Page Seven
"Parks Miscellaneous Revenue" was described as a "catch all" such as soda machine revenue or HYL reimbursement of supplies used.

"Court fines" was a portion of fees from local or state ordinance citation fees.

"Facility Rental Fees" are decreased from past years as a general trending estimate.

The increase in "Adult Fees" and "Practice Lessons Softball" is determined by an expectation in increase.

Page Eight
A question regarding "Others transfer in – 49700" was clarified that it is a miscellaneous category that no longer has amount attached to it. The City Manager also discussed the "Transfer in from vehicle replacement Fund 502" which reflects the closing of the Vehicle Replacement Fund. The "catch-all" line items and difference in definitions of "Miscellaneous Revenue" and "Police Miscellaneous Revenue" was discussed. The zero amount listed in the "Trans In from Traffic Camera Fund" reflects the termination of the red light camera program. Regarding the "Local Option Gas Tax", the City Manager stated that it the money is targeted to pay for the street department and related improvements and costs. The City Manager added that staff is trying to find out specifically the amount the City will get from the gas tax will be on the new one that will be enacted on September 1, 2015 and they should have that amount for their budget public hearings. Her opinion is that should they gain additional money from that, it should be set aside for the pavement management projects.

Page Nine
The fund "Personal Services" in each department was defined as including wages, FICA taxes, retirement contributions, and health/life/dental/long term disability insurance premiums. The "Personal Services-City Manager's Office" was questioned and it was explained that it includes the Clerk, Deputy Clerk, Administrative Assistant and the City Manager.

Page Ten
The decrease in the "Operating Expenses" in Community Development Department was discussed and it was discussed that it reflects the decrease in the amount for the tree fund. In response to a question regarding the "Capital Outlay" in the Police Department, the City Manager explained that it is the three leased cars already approved by Council, as well as one other car to lease.

Page Fifteen
"Legal Services" was discussed and the City Manager stated that a good portion of that is a retainer fee and any estimated costs over and above the retainer. "Other current charges" are mostly banking costs. The "Public Official Liability Insurance" was described as covering both public property and elected official liability. City Manager Norman-Vacha stated she would advise Council if there is a decrease in that amount at some point. The line item "Contract Labor" was the art gallery coordinator. The City Manager addressed questions regarding the "Transfer out to funds 311 (debt services), 501 (fleet management) and 609 (health insurance and HRA money)" and the possibility of moving some of the money to Personal Services. The reason for the zero balance in "Building and Improvements" was explained that repair and maintenance costs for facilities are now included under the Parks budget.

"Contributions" in the amount of $40,521 was broken down as the City's CRA contribution.

Page Seventeen
The large increase in "Special Events" was discussed. The amount of $30,000 was comprised of $20,000 for the Blueberry Festival and $10,000 for Fee Waivers. In-kind labor performed by the different departments during the Blueberry was discussed, with the City Manager clarifying that it would be a separate amount from the $20,000. The City Manager offered to look at the amount that was contributed as in-kind. To request the $20,000, or more or less than that amount, it is anticipated that Michael Heard would come before Council to request that and make a presentation. There was a recommendation to change the name of "Fee Waivers" to "Sponsorship" and actually have the seal or logo used in the event at some level so that it is known that the City is involved as a co-sponsor. A question was raised about where something like money for beads for the Christmas Parade would come out of, to which Norman-Vacha responded that it would come out of the $10,000 remainder of the "Special Events" fund. Discussion ensued on whether this $10,000 should be increased to $15,000. The majority of Council agreed to raise the amount to $15,000. Council discussed the whether a co-sponsorship would allow the City to use off-duty fire and police, as opposed to overtime. It was the desire of Council to see a policy regarding that to come back before them for consideration at a workshop meeting.

"Other contractor services" was defined as the fee for the Hernando County television services.

Page Twenty-one
"Other contractual services" was defined as a contract with Hernando County for I.T. services.

Page Twenty-three
"Promotional Activities" was defined as wellness programs, recognition programs, and other related events.

Page Twenty-four
It was the recommendation of Council to hold a workshop to discuss the Business Development Division.

Page Twenty-five
The amount in "Promotional Activities" was discussed and the City Manager advised that they are hoping to produce marketing materials that the business development ambassador could use.

Page Twenty-seven
The "legal services" item was defined as the code enforcement Special Master hearing officer. "Other Contractual Services" is an estimate for the building and permitting department revenue. "Other Current Charges" is miscellaneous charges. "Uncapitalized equipment" will be tools for inspections services and an upgrade of the planner's computer. "Other Contractual Services – Tree" was explained as a beautification project to replace or buy a tree for programs such as the Main Street program but it would probably come back as presentation and the project approved by Council.

Page Thirty-one
"Uncapitalized equipment" is the required 800 radio upgrade, accreditation software and miscellaneous items. "Other Contractual Services" was defined as items such as vehicle towing, certification of lasers, fire extinguisher maintenance and speedometer calibrations. The increase in reserve employees was discussed, specifically the use of them for special events. The increase in the "Retirement Contribution"

was discussed, particularly as it relates to future budgets. The City Manager stated that they are hopeful it will remain consistent depending on investments in the markets.

Page Forty-two
"Other Contractual Services" increase was explained as the interlocal agreement with Hernando County for traffic signal maintenance. "Electric street lighting" is the payment to Duke Electric.

Page Forty-nine
"Retirement Contributions" projection was less which reflects an actuarial report that has indicated a drop in the 2016 contribution rate. "Construction In-Progress" is the down payment on the replacement of the fire truck.

General Discussion
A 5%, 4% and 3% dollar amount impacts were discussed for the employee wage increase. The City Manager stated it would be about $33,000 per 1% increase. The incentives and benefit packages as a whole for employees was discussed, with General Employees in the FRS program and with the Fire-Special Risks at 3.1 and Police at 4.0, which are factors related to retirement.

City Manager Norman-Vacha advised that staff will be asking Council to set the trim at their meeting on August 3rd and asked for Council's direction at this time. Council Member Battista offered his recommendation for 7.0, realizing that it can be lowered. All Council members agreed.

The next workshop on all funds is August 10th at 3:00.

A potential workshop is scheduled for August 24th. The First Public Hearing is September 9th with the Final on Sept 15th.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:47 p.m.

_____
Deputy City Clerk

Attest: _____
Mayor

City Council
AGENDA ITEM: G 1c.
September 21, 2015

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

MINUTES

August 3, 2015 **7:00 P.M.**

Brooksville City Council met in regular session with Frankie Burnett, Mayor, and Council Members Robert Battista, Betty Erhard and Natalie Kahler. Also present were Tom Hogan and Clifford A. Taylor, City Attorneys; T. Jennene Norman-Vacha, City Manager; Janice Peters, City Clerk, Janet Kato, Deputy City Clerk; Mike Walker, Director of Parks, Facilities & Recreation Director, Tannette Gayle, Director of Finance; Bill Geiger, Community Development Director and Tim Mossgrove, Fire Chief.

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

NEW COUNCIL MEMBER APPOINTMENT

Resolution No.: 2015-13 – Council Tie-Breaker Procedures

Consideration of resolution dictating procedures for breaking tie-votes of Council. City Attorney Taylor gave an overview of the Resolution.

Motion:

Motion by Council Member Battista, seconded by Council Member Kahler to adopt Resolution No. 2015-13, establishing Tie Breaker Procedures.

Council Member Erhard favored having a special election.

City Clerk Peters read Resolution No. 2015-13 by title as follows:

> **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, ESTABLISHING TIE-BREAKING PROCEDURES FOR TIE VOTES OF THE CITY COUNCIL; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

Motion carried 3-1 upon roll-call votes as follows:

Council Member Kahler	Aye
Council Member Erhard	Nay
Council Member Battista	Aye
Mayor Burnett	Aye

Discussion and Appointment of Council Member to fill Seat #3
Selection and appointment of Council Member to the unexpired term.

City Clerk Peters distributed voting slips to Council. The ranking of votes was as follows:

William Kemerer	2
Pat Brayton	1
Ruby McGeehan	1

Resolution No.: 2015-14 – Designation of Council Member to fill Seat #3
Consideration of resolution filling the vacant Seat #3 until the next regular or special election.

City Attorney Taylor reviewed the resolution

Motion:
Motion by Council Member Battista, seconded by Council Member Kahler to adopt Resolution No. 2015-14, designating William Kemerer to fill the unexpired term for Council Member Seat #3.

City Clerk Peters read Resolution No. 2015-14 by title as follows:

> **A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE, FLORIDA DESIGNATING THE APPOINTMENT TO VACANT CITY COUNCIL SEAT No.3, SPECIFYING THE TERM OF APPOINTMENT AND PROVIDING AN EFFECTIVE DATE.**

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

Council Member Kahler	Aye
Council Member Erhard	Aye
Council Member Battista	Aye
Mayor Burnett	Aye

Swearing in of New Council Member
The Honorable Kurt Hitzemann, performed the Oath of Office to new Council Member, William Kemerer, for the remaining term of office for Seat #3 through December 2015.

Selection of Vice-Mayor
Council Member Erhard nominated Council Member Battista as Vice-Mayor.

Council Member Kemerer nominated Council Member Kahler.

Mayor Burnett polled Council. Those in favor of Council Member Battista for Vice-Mayor were Council Member Battista and Council Member Erhard.

Those in favor of Council Member Kahler were Council member Kemerer, Council Member Kahler and Mayor Burnett.

Council Member Kahler was appointed Vice-Mayor.

PRESENTATION & REQUESTS FOR WAIVERS

Fee Waiver Request - Veteran's Appreciation Parade

Consideration of request for fee waiver in the amount of $513.24 for the annual Veteran's Appreciation Parade scheduled for November 14, 2015.

Discussion ensued.

Motion:

Motion by Council Member Erhard, seconded by Council Member Battista to approve the Fee Waiver for the Veteran's Appreciation Parade on November 14, 2015, in the amount of $513.24. Motion carried 5-0.

Fee Waiver Request - The Dawn Center of Hernando County

Consideration of request for fee waiver in the amount of $320 for use of Tom Varn Park and the Jimmy Brooks Pavilion for the "Dash for Dawn Center" 5k event on October 10, 2015.

Shannon Sokolowski gave a review of the event.

Motion:

Motion by Council Member Erhard, seconded by Council Member Battista to approve the Fee Waiver in the full amount of $320 for the use of Tom Varn Park on October 10, 2015. Motion carried 5-0.

Fee Waiver Request - Hernando County Fine Arts Council

Consideration of request for fee waiver in the amount of $475 and approval to sell beer and wine at their first annual "Hernando Music Fest" at Tom Varn Park on November 7-8, 2015.

Director Walker presented the Fee Waiver request for the Dash for Dawn event scheduled for October 10, 2015.

Motion:

Motion by Council Member Kahler, seconded by Council Member Battista to approve the Fee Waiver in the amount of $237.50 and the selling of beer and wine at the first annual "Hernando Music Fest" at Tom Barn Park on November 7-8, 2015. Motion carried 5-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Florida Water Professionals Month Proclamation

Consideration of a Proclamation proclaiming August 2015 as Florida Water Professionals Month.

Vice-Mayor Kahler read the proclamation in its entirety, which was presented to Chris Zajac of the Southwest Florida Water Management District.

CITIZEN INPUT

Mayor Burnett called for citizen input.

Pat Miketinac read from a report on Florida by the *National Motors Association* stating that the

majority of cities and counties with red-light cameras reported crashes at monitored intersections have either held steady or increased since the installation of cameras. As court cases throughout Florida are testing the validity of the use of the cameras, Mr. Miketinac hopes the Council will stand by its decision to not renew the contract.

Shirley Miketinac commented on the interest shown from six candidates in filling the vacant Council seat on Council and hopes that the same interest is shown in the November 2016 election.

Jimmy Lodato informed the Council of the Hernando County School sponsored Penny for Projects, which will be voted by special election on September 8th. He requested the City Council's approval of a Resolution in support of the issue.

Mayor Burnett invited Council to comment. Council Member Erhard advised that the Project is on the ballot for September 8th and favors letting the people decide. Council Member Kemerer concurred.

CONSENT AGENDA

Minutes

July 20, 2015 Regular Meeting

Motion:

Motion by Council Member Erhard to amend the minutes of July 20, 2015 and to have verbatim minutes. Motion failed with no second.

Council Member Battista recommended that minutes needing amending such as corrections or insertions be pulled from the Agenda and reviewed by individual Council Members, City Manager and Clerk.

City Manager T. Jennene Norman-Vacha stated any changes to the minutes, such as insertions may be included so long as it is part of record. Also, she advised that it is not typical or appropriate to have verbatim minutes. Most county governments and city municipalities are going to motion and action, leaving the audio, which is available to the public, to reflect meeting occurrences.

Motion:

Motion by Council Member Battista to accept G2,G3, and G4 as the Consent Agenda. Motion failed with no second.

Amended Motion:

Council Member Erhard amended her previous motion to remove Minutes dated July 20, 2015 from the Consent Agenda, Council Member Kemerer seconded the amended motion. Motion carried 5-0.

Bid Award - Bid No. UD2015-07 Pre-Engineered Storage Building

Consideration of award of bid to TCM Building, Inc., for the not-to-exceed amount of $29,800.

Council Member Erhard inquired if the building should be stored if needing replaced. Superintendent of Utilities, William Smith, stated the building being replaced is ten years old

and degrading, but still useable.

Motion:

Motion by Vice-Mayor Kahler, seconded by Council Member Erhard to approve the bid award in the amount of $29,800 to TCM Building, Inc. Motion carried 5-0.

Bid Award - Bid No. UD2015-08 Potable Water Pumping Equipment

Consideration of award of bid to Pope's Water Systems, Inc. in the amount of $49,999.

Council Member Erhard requested verification that this item was properly bid. City Manager T. Jennene Norman-Vacha confirmed it was, with Pope's Water System being the lowest bid, and that it was part of the adopted capital plan for the 2015 budge.

Motion:

Motion by Vice-Mayor Kahler, seconded by Council member Kemerer to approve the bid award of Pope's Water Systems, Inc. in the amount of $49,999. Motion carried 5-0.

Wright Express Financial Services Corporation

Consideration to continue to purchase fuel under their contract with Florida Department of Management Services.

Council Member Erhard inquired whether the five year contract would keep Council from shopping for other providers.

City Manager Norman-Vacha stated this is part of a piggy-back contract with the County for which the City may opt out if less expensive ways to purchase fuel should be found.

Motion:

Motion by Council Member Erhard, seconded by Council Member Battista to approve the renewal of the Wright Express Financial Services Corporation contract with the Florida Department of Management Services. Motion carried 5-0.

REGULAR AGENDA

Resolution No. 2015-15 – Florida Department of Transportation (FDOT) – Annual Veteran's Appreciation Parade Route.

Consideration of approval of Resolution supporting the Annual Veteran's Appreciation Parade route and closing of State Road 50/Jefferson Street and U.S. Highway 41/Broad Street on November 14, 2015.

City Clerk Peters reviewed the item.

Motion:

Motion by Council Member Erhard, seconded by Council Member Battista to adopt Resolution No. 2015-15, Florida Department of Transportation (FDOT) Annual Veteran's Appreciation Parade Route.

City Clerk Peters read Resolution No. 2015-15 by title as follows:

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN ORANGE STREET AND MAGNOLIA

AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, NOVEMBER 14, 2015; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

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

Adoption of Current Year Proposed Millage rate for FY2016 Budget

Announcement of existing rate and establish the budget hearings for September 9 and 16, 2015, at 6:30 p.m.

Finance Director Tannette Gayle presented the item, reviewing the proposed millage of 6.6962 and setting the budget hearings for September 9, and September 16, 2015.

Motion:

Motion by Council Member Erhard, seconded by Council Member Battista to adopt the current year proposed millage rate of 6.6962.

Discussion ensued regarding setting the millage of 7%.

Council Member Battista asked the City Manager if there were any reservations in keeping the millage rate at 6.692%. She stated that as this was a proposed rate, staff was comfortable with it at 6.692, understanding the pitfalls of unknown variables such as the possible increase in health care benefits in the amount of 12-15%. However, with another month before final adoption this should give staff time to project, review and adjust for any final changes the Council should desire.

Council member Kemerer requested the record to reflect that he was present during budget workshop discussions and is familiar with the budget. Knowing the unpredictability of the health care insurance markets, he recommended setting the millage at 7% to allow for unpredictable events that may arise between the present day and the finalization of the budget.

Motion failed 3-2 on adopting the current millage rate as 6.692 with Council Member Battista and Council Member Erhard voting Aye and Council Member Kemerer, Vice-Mayor Kahler and Mayor Burnett voting Nay.

Motion:

Motion by Vice-Mayor Kahler, seconded by Council member Kemerer to set the tentative millage at 7%. Motion carried 4-1 with Council Member Erhard voting Nay.

City Manager Norman-Vacha to give direction on setting dates for the budget hearings date.

Motion:

Motion by Council Member Battista, seconded by Council Member Kemerer to set the First Public Budget Hearing Dates for September 9, 2015 at 7:00p.m.

Discussion.

Council Member Battista amended his motion to set the First Public Budget Hearing Date for Wednesday, September 9, 2015 at 5:01p.m. Mr. Kemerer seconded the amended motion. Motion carried 5-0.

CITIZEN INPUT

Mayor Burnett called for citizen input.

Jimmy Lodato stated he was disappointed that Council declined to participate in support of the ½ cent initiative and requested their reconsideration.

Kojack Burnett congratulated the Council on their appointments of William Kemerer as Council Member and Natalie Kahler as Vice-Mayor. He recognized Fire Chief Mossgrove for his involvement in the races in Daytona.

ITEMS BY COUNCIL

Tom Hogan and Cliff Taylor, City Attorneys

Nothing to report.

T. Jennene Norman-Vacha, City Manager

She reminded Council of the budget workshop on August 10th.

Betty Erhard, Council Member

She thanked all who expressed interest in the vacant Council seat and encouraged the applicants to keep trying. She noted that Brooksville was rated sixth on Road Trip's article, "Twenty-one Small Towns to be Sure to Visit."

William Kemerer, Council Member

He stated that he appreciated his opportunity to protect the historical character and nature of our city, but to also facilitate in its growth. He welcomed citizens to feel free to contact him.

Robert Battista, Council Member

He reminded everyone that Wednesday is the day for recycling. He congratulated Council Member Kemerer for his appointment and thanked those who showed interest in filling the vacate seat. He also thanked the public for their input at meetings.

Vice Mayor, Natalie Kahler

She stated that she enjoyed visiting each of the departments, being especially impressed by the Public Works' water sewage treatment plant. She hoped that the public would make an informed vote on the Penny for Projects taking place on September 8th. She stated that the fundamental basis for her selection of the candidate was based on the special skill set each one presented, their experience, and moral character. She encouraged them to run in 2016.

Frankie Burnett, Mayor

The Mayor stated that the appointment of a candidate has provided a learning opportunity for the Council to agree to disagree, and for each member to fight for what they believe, on a professional basis, in making the best choices for the City.

ADJOURNMENT

There being no further business, the Council Meeting adjourned at 8:30 p.m.

_____

Deputy City Clerk

Attest: _____

Mayor

CORRESPONDENCE TO NOTE

There was none.

City Council
AGENDA ITEM: G 1d.
September 21, 2015

CITY OF BROOKSVILLE
BUDGET WORKSHOP MINUTES
COUNCIL CHAMBERS
201 Howell Avenue
Brooksville, FL 34601

MINUTES

August 10, 2015 **3:02 P.M.**

Brooksville City Council met in workshop session with Mayor Frankie Burnett , Vice Mayor Natalie Kahler and Council Members, Robert Battista, Betty Erhard and William Kemerer. Also present were Clifford Taylor and Elizabeth Martin, City Attorneys; T. Jennene Norman-Vacha, City Manager; Janet Kato, Deputy City Clerk; Tannette Gayle, Finance Director, Jim Delach, Assistant Finance Director; Bill Geiger, Community Development Director, Mike Walker, Director of Parks/Facilities and Recreation; Richard Radacky, Director of Public Works; William Smith, Superintendent of Utilities, Telina Dowdell, Human Resources Specialist, Tim Mossgrove, Fire Chief and George Turner, Police Chief.

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

FY2016 BUDGET-ALL FUNDS OTHR THAN GENERAL FUND

1. Overview of Funds Other than Gernal Fund Presentation

Discussion by Council on all City funds other than General Fund Revenues and Expenditures, with overall direction.

City Manager, presented the top points in special revenues, as they receive a specific revenue source. Such as Good neighbor trail
Fund 108 Local Option Gas Tax a shared commodity. Our share is slated to be 202,000 coupled with the Second Local Option Gas Tax, which was increased which takes affect January 1, 2016.

Monies that can and cannot be spent, according to law cannot be expended in routine expenditures. 202,000 Separating funds from capital expenditures and routine expenditures. Fund 108
A different fund number perhaps for of how we're accounting for funds.

Impact fees
These are fees to be collected in new construction, capitalized cost related to growth. Cannot be spent to maintain or replace.

Photo Enforcement Traffic Safety Program
Photo enforcement revenues are derived from violations. The city shares those costs with the Traffic Safety Act. $45 per violation is split between city and city's vendor. Monies must be remitted to State which accounts for additional costs . The city's portion pays for salaries, which is 2.5 employees.

The chart shows a mapping out of violations. 2012 violations show full implementation and direct revenue benefits. Violations declined also as more people are driving better.

Multi-capital fund all dollars will be in roads sidewalk and drainage. Fund 208 has no funding source.

Fire Department
Was covered.

Debt service funds
One for USDA, 2006 and Energy efficiency.

Multi Year Capital Project
The funding source for this has been the Photo Enforcement Traffic Safety Program. Pavement Management Program approach has been to rebuild roads from the ground up.,

There were six roads prioritized and two of them have been Chatman, Brooksville, Bell Avenue has been bid and Veterans is scheduled to begin. Daniel involves CSX costs. Mildred has a bid that has been extended and could be a viable project in October.

Sinking Fund
This fund was closed in fiscal yar 2012. Debt service fund 201 or 202 fund. Dedicated $13,000.

Public Works Department – Utilities
City Manager T. Jennene Norman-Vacha requested a reclassification of Project Coordinator position to a Project Manager position. This change in function would require a salary increase. Functions involve additionally licensing which hadn't been envisioned when the position of Project Coordinator was created.

There are several water/sewer funds, presently that have combined costs and revenues to present to Council, which should be separated out; water from sewage.

Council Member Battista inquired about the 50,000 cost of Governor settlement agreement from bankruptcy.

City Manager will clarify what the bankruptcy awards will be.

Sanitation Fund
There are no changes in staffing funded by residential and commercial customer charges.
Fleet Maintenance Funds

Fund 502
Proposed revenues and allocated expenditures will remain.

Trust & Agency Funds; Fund 609.
Employee Health Insurance and HRA Fund. For each employee insured there's a stop-loss of $30,000. The entire group also has a stop-loss cost. Because of the individual stop-loss that surpasses the $30,000 the coverage. there's a possibility of a surplus of approximately $60,000. Instead of having a reserve, it would be a restricted. The HRA could be utilized and account for it separately from the Health Insurance Fund for FY2016. The $500 per year, tax free funds is lost if not used during the allotted fiscal year.

Council Member Erhard asked what the average cost per employee for medical insurance.

The City Manager established that $7,743.38 per employee is based on last year's rates. Of the employee/spouse rate the employee's portion is paid, and dependant cost paid by employee.

Council Member Kimerer asked how many employees were covered by insurance.

120 employees are insured. Part time employees are not covered.

Community Redevelopment Agency
This Agency continues to focus and move forward with the priorities.

Council Member Battista stated it is one of the best programs the City has in improving the Downtown area.

The council reviewed the proposed budget packet by page.

Page 3:
Council member Kemerer asked if there's a reason why funds are accumulating training for the Police Department. Answer: Some training needs cannot be removed, and some expenses are coming up for FY2016

Page 4:
Council Member Erhard for clarification of the transferring out of reserves. Answer: This is the gas tax funds transferred and reserves set aside that are not part of the transfer.

Page 6:
Council Member Battista inquired as to road impact fees. Answer: The City Manger is working with design phase that is coming out of 2015. The number will change as there are monies missed that need to be taken out, such as Providence.

Page 7:
Vice Mayor Kahler asked about the assessment. Answer: Population increase or growth or additional services that required capital investment, perhaps an upgrade toward growth.

Page 12:
Vice Mayor Kahler inquired about a negative balance forward. Answer: It may be that something didn't transfer vehicles or equipment. It should not carry a negative reserve.

Council Member Kemerer inquired as to projects for next year. Police Chief stated that $21,000 will be purchased toward radar equipment.

Page 18:
Vice Mayor Kahler inquired about the golf course. Answer: We are looking into continuing the program, but it is difficult in keeping it staffed.

Page 34: will be removed.

Page 37:
Council member Kemerer asked if it's being closed out. Answer: Action has not been taken to close it out. $60,000 should be transferred to FY2016. Making sure all costs are accounted for.

Page 39:
Vice Mayor Kahler inquired as to the sewer impact fees from connection fees why vendor is doubling under sewer connections fees, 40,000 to a projected to 90,000. Answer: Mr. Delach stated the audited numbers were with over 15 residential homes based on 20 residential homes in the new year.

Page 40:
Council member Kemerer asked how many costs are involved is allocating between sewerand water. Answer: It's always allocated and is required. There are some commonalities of staff between the sewer and costs. It's divided in the accounting system with no outside monitoring and revenue driven. The accounting is kept separate.

Page 44:
Council member Kemerer inquired as to sewage collection. 54316. Answer: It may be an oversight and will be brought back for an explanation.

Council Member Erhard asked about other contractual services and other current charges. Answer: Contractual services are typically ongoing including Police Department copier, mowing contract, sludge disposal, and other such services.

Page 55:
Vice Mayor Kahler inquired about maintenance on vehicles. Answer: It's based on last year's work orders.

The Mayor suggested a future workshop on the advantages of leasing/buying vehicles.

Page 61:
Council Member Kemerer referred to item 405; vehicle purchases and replacements. Answer: Some of the older vehicles were not funded for and need to stay listed until they are traded in or sold.

Council Member Kemerer stated it might be better to rebuild a fund for purchase of half the vehicles; perhaps next budget to build the reserve up. He echoed a need for a workshop.

The City Manager stated some vehicles may not be replaced, but the City has never fully funded its fleet. Older vehicles didn't make it into the fund. This should be looked at to better represent vehicles we have that are being used. Re-look at what has been done and how to fund properly.

Page 72:
Council Member Battista asked about the 4.0 contingent fund. Answer: Only 11 have a factor of 4.
Page 73:
Vice Mayor Kahler inquired to the cultural program under 1. Answer: Art receptions, Fee Waivers and CRA expenditure that directly benefits the community development district.

Mayor Burnett asked for any questions on page 3-74.

Council Member Battista support the City Manager's recommendations and there was a consensus of agreement with the other members of Council.

The proposed workshop for August 24, 2015 was cancelled . The most up to date numbers for the insurance costs will be brought to the August 17th meeting with an explanation of benefits to follow. It will allow an approval of renewal of those benefits at that time,.

Council Member Erhard asked if the approval will need to be before the insurance presentation.

There was a consensus of the council to have a presentation by the Gehrig Group Group on September 21, 2015. Approval is needed for property and health insurance by August 17th presentation by.

ADJOURNMENT

There being no further business to bring before Council, the workshop adjourned at 5:14 p.m.

_____
Deputy City Clerk

Attest: _____
Mayor

City Council
AGENDA ITEM: G 1e.
September 21, 2015

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

August 17, 2015 **6:15 P.M.**

Brooksville City Council met in regular session with Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor, Council Members Robert Battista, Betty Erhard, and William Kemerer; Attorney Clifford A. Taylor, City Manager, T. Jennene Norman-Vacha, Janet Kato, Deputy Clerk and Court Reporter, Holly Kirchman of Carolyn F. Engel & Associates.

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

ADJOURNMENT OF REGULAR MEETING 6:29 P.M.

An Executive Session was called to order at 6:30. Persons in attendance were Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor, Council Members Robert Battista, Betty Erhard, and William Kemerer; Attorney Clifford A. Taylor, City Manager, T. Jennene Norman-Vacha and Court Reporter, Holly Kirchman of Carolyn F. Engel & Associates.

ADJOURNMENT OF EXECUTIVE SESSION 7:29 P.M.

There was a ten minutes recess.

COUNCIL MEETING RECONVENED 7:41 P.M.

The City Council meeting reconvened in regular session with Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor and Council Members Robert Battista, Betty Erhard and William Kemerer. Also present were Tom Hogan and Clifford A. Taylor, City Attorneys; T. Jennene Norman-Vacha, City Manager; Janet Kato, Deputy City Clerk; Mike Walker, Director of Parks, Facilities & Recreation Director, George Turner, Police Chief; Tannette Gayle, Finance Director, Tim Mossgrove, Fire Chief and citizens.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Hernando County Health Department E-Cigarettes

Anne-Gale Ellis from the Hernando County Health Department introduced Dr. Mary Martinasek of USF. Dr. Martinasek presented an update on the research and medical concerns associated with the inhalation of vapors from e-cigarettes, advocating local community control of usage.

City Manager T. Jennene Norman-Vacha stated that more cities and counties are taking

action in adopting policies on the use of e-cigarettes in their communities.

Council Member Erhard requested this item be placed on the next agenda for discussion

Council Member Battista stated he would like to read the wording of enacted ordinances from other municipalities and how they're being enforced.

Attorney Taylor added that since using e-cigarettes is technically not smoking, the City is free to make policy based on Home Rule Authority.

City Manager T. Jennene Norman-Vacha will prepare updated information and additional research from the Health Department to present to the Board.

Hernando County Tourist Development

Tammy Heon, of the Hernando County tourist Development, gave a presentation on "re-branding" Hernando County and how it will benefit the City. Goal research was gathered, finding that the County's greatest asset is nature-based. The chosen logo is the blue heron in flight to represent Florida's Adventure Coast.

Andrew and Matt Sufficool-Bicycle Tour from Alaska to South America Proclamations

Fire Chief, Tim Mossgrove introduced Andrew and Matthew Sufficool. Andrew Sufficool gave a history of how he and his brother made preparations for their journey. Matthew shared photos with the Council and citizens.

Council Member Battista read the Proclamation.

Mayor Burnett congratulated the Sufficools on their accomplishment.

CITIZEN INPUT

Mr. Andrew Williams stated he has a problem with water drainage from the road at his home. He has approached both the County and Mr. Radacky from the City for remedy with no results. He asked for relief from the Council in solving this potentially hazardous road situation.

Shirley Miketinac gave a brief history of her knowledge of how litigation with Sensys and the City has progressed. She raised concern in there not being a more timely response from Sensys and asked for a more diligent approach in removing the cameras by December, 2015.

Michael Heard, Coordinator for the Blueberry Festival commended the collaborative efforts made between the County, Chamber of Commerce, Florida Blueberry Growers, and the Blueberry Festival for two new billboards that will be welcoming visitors to Brooksville as the home of the Blueberry Festival.

CONSENT AGENDA

Professional Services - Hearing Officer/Special Master Contract

Consideration of approval of automatic renewal for the contract with Attorney Kenneth L. Warnstadt for Professional Services.

Public Risk Management Renewal (PRM) for FY2015-16

Consideration to accept renewal coverage for property, liability and workers' compensation insurance coverage with continued participation in the PRM Pool for the FY2016 Policy Year.

Alternate Voting Member to the Withlacoochee Regional Water Supply Authority

Consideration of appointment of alternate voting member to the Withlacoochee Regional Water Supply Authority.

Motion:

Motion by Council Member Battista, seconded by Vice Mayor Kahler to approve the Consent Agenda. Motion passed 5-0.

REGULAR AGENDA

Employee Healthcare Benefit Coverage Renewals

City Manager T. Jennene Norman-Vacha introduced Shawn Flemming of the Gehring Group. He presented an overview of the goals and changes made to the Healthcare Coverage for Brooksville. Claims have been increasing consistently with medical inflation, until the current year when they increased due to catastrophic claims. 60% of claims were generated by 2% of the membership. Cigna's plan has a stop-loss limit of $30,000 per individual.

Council Member Kemerer asked from what the administrative fees are based on, and if the 13% rate increase was applied to both employee and spouse. Mr. Flemming responded that fees were based on per employee, per month, and that the increase was applied to all tiers.

Motion:

Motion by Council Member Erhard, seconded by Council Member Kemerer to accept the FY2016 renewal insurance rates, as provided, and to begin scheduling open enrollment prior to October 1, 2015. Motion passed 5-0.

External Board Appointment – City Council

Appointment of City Council Member to the Hernando/Citrus Metropolitan Planning Organization.

City Manager T. Jennene Norman-Vacha stated that Council Member Battista has regularly attended the MPO Board meetings since the December 2014 appointments, and is serving as a representative/voting member as vacated by Vice Mayor Johnston. She requested direction from Council as to who should be appointed for service on the MPO Board.

Mayor Burnett asked if Council Member Battista would be willing to continue to serve, and if anyone would like to serve as alternate.

Motion:

Motion by Council Member Erhard, seconded by Vice Mayor Kahler to appoint Council Member Battista to serve as the primary representative to the Hernando/Citrus Metropolitan Planning (MPO) Board with Council Member Kemerer to serve as alternate. Motion passed 5-0.

CITIZEN INPUT

Mr. Miketinac pointed out that the red light camera verbiage "careful and prudent" could have different interpretation.

Mr. Kojak Burnett commented on the good job everyone is doing.

ITEMS BY COUNCIL

City Attorney Cliff Taylor

In an abundance of caution, and in light of what had been discussed earlier in the Executive Session, Mr. Taylor recommended another Executive Session be scheduled prior to the next Regular Meeting on September 21, 2015.

Mayor Burnett directed an Executive Session to be scheduled at 5:30 September 21, 2015.

City Manager T. Jennene Norman-Vacha

The Chamber of Commerce has invited the City to participate in a county-wide effort to acknowledge emergency responders by passing a Proclamation, "First Responder's Day" before September 11, 2015. As this is a last minute request, Ms. Norman-Vacha suggested, that if the Council so desired, that this Proclamation could be addressed at a special meeting held at 4:30, just prior to the Budget Hearing set for September 6, 2015 at 5:01.

It was the consensus of the Council to hold a special meeting on September 9, 2015 at 4:30 prior to the Public Hearing scheduled at 5:01.

Council Member Erhard

She thanked everyone for coming, and echoed the same sentiments as Michael Heard in commending Tammy Heon for her good work on Tourist Development, for which she is proud to serve as a board member. She attended the Florida League of Cities 89th Conference in Orlando, and announced other events coming up which she would also like to attend, primarily the FAST Fly-in Event held in Washington, D.C. October 7- 8 in 2015.

It was the consensus of the Council that Council Member Erhard be able to attend this event on October 7-8, 2015.

Council Member Kemerer

No items to report.

Council Member Battista

He announced that recycling takes place on Wednesday. He inquired as to the Ethic Board's fulfillment of requirements, and to the progress of him receiving the Index of City Policies.

City Manager T. Jennene Norman-Vacha stated that the opportunity for an additional two hours toward the four hour requirement for the Ethics Committee will be offered before the end of the year, and that she will provide him an Index of City Policies.

Vice Mayor Kahler

She announced the College Kick-off Party on the 29th of August which is sponsored by the Friends of the Children. Tickets are $15 at the Parks Department. She attended the Conference as a committee member for Taxation Planning whose efforts are in keeping Tallahassee from designating how municipality's funds are spent. Since the attendance of

these worthwhile events brings with it certain expenses, she requested that expenses be notated in Correspondence to Note. She also reminded everyone of the Half-Penny vote coming up on September 8th, and her history note was taken from Dr. Roger Landers, Hernando County Florida: In 1500 there were 80,000 indigenous Native Americans here. Between disease and war the number was reduced to 200.

Mayor Burnett

He thanked Mr. Walker for the excellent work on the Back-Pack Program which made school supplies available for students. He encouraged safe driving as children will be going back to school. He thanked Michael Heard for her efforts in providing the Blueberry Festival. He advised Council that with the increase of rainfall, they may respond to callers that three inches of rain will cause flooding, except where there are costly management systems in place.

ADJOURNMENT

There being no further business, the Council Meeting adjourned at 9:43 p.m.

_____

Deputy City Clerk

Attest: _____

Mayor

CORRESPONDENCE TO NOTE

There was none.

City Council
AGENDA ITEM: G2
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR

SUBJECT: HERNANDO YOUTH LEAGUES, INC. USER AGREEMENT

DATE: September 9, 2015

GENERAL SUMMARY/BACKGROUND: The City of Brooksville's agreement with the Hernando Youth Leagues, Inc. (HYL) is up for its annual renewal from October 3, 2015 through October 2, 2016.

This agreement is necessary for the HYL Brooksville Girls Softball division to utilize the softball facilities at Tom Varn Park. HYL has partnered with the city and has provided youth programs at Tom Varn Park since 1972.

The HYL Softball division at Tom Varn Park has experienced lower participation numbers over the last few years, so additional facility/field usage would not increase from prior years. Staff is recommending continuing with the agreement renewal, with no user fee or field expense increases.

Per Section 1. Term of the Agreement, it will "automatically be extended for additional one (1) year terms if not earlier terminated as provided for herein."

HYL has indicated interest in continuing at the same terms, (see attached letter from Alan Fields, HYL Softball Director).

BUDGET IMPACT: The budget impact will be additional revenues that will offset a small portion of the Parks Department operating expenditures for operating supplies and utilities used by Hernando Youth Leagues, Inc.

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 and 5.01 of the City's Charter, the City Council is authorized to enter into contracts for use of its facilities.

STAFF RECOMMENDATION: Staff recommends that City Council allow for continuation/renewal of the user agreement with Hernando Youth Leagues, Inc., as approved October 3, 2010.

ATTACHMENT:
1. Hernando Youth Leagues, Inc. User Agreement
2. Letter from HYL Softball Director

Attachment 1

Hernando Dixie League Softball
Alan Field, League Director
Tom Varn Park, Brooksville FL. 34601
Local mailing address:
14498 Ponce De Leon Blvd.
Brooksville, FL. 34601
alanf85@gmail.com

Sunday, August 23, 2015

To the council of the City of Brooksville:
I have conferred with our league board (Hernando Dixie Softball, Brooksville) and we formally accept the new user agreement extending our use of the facilities at Tom Varn Park thru October 2016.

Signed,

Alan Field, League Director
Hernando Dixie Softball

Attachment 2

City of Brooksville
PARKS AND RECREATION
USER AGREEMENT

This Agreement made and entered into this 4th day of October, 2010, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and Hernando Youth League, Inc. (hereinafter referred to as HYL).

WHEREAS, the CITY owns two (2) youth softball fields in addition to the Softball Stadium and related facilities located in Tom Varn Park; and

WHEREAS, HYL desires to use the fields and Stadium at various times for a Youth Softball program; and

WHEREAS, organized softball is an intricate component of an active sport program, and supports the City's commitment to providing a broad range of recreational activities for the community.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree, each with the other, as follows:

Section 1. Term. This Agreement shall become effective on the date executed by the CITY and shall run for a period of three (3) years to 2013. The Agreement will automatically be extended for additional one (1) year terms if not earlier terminated as provided for herein.

Section 2. Equipment and Facility Use. HYL may utilize the Stadium, softball field, locker rooms, and the concession stand (collectively referred to as the "Facilities") on days reserved by HYL, and may also operate the concession stand at other times with the approval of the CITY.

A. *Concession Stand.* HYL will operate the concession stand in accordance both with appropriate health and safety standards, and with all ordinances, statutes, rules, regulations, and other applicable law. Existing kitchen equipment owned by the CITY may be used by HYL; however the kitchen equipment may be removed or replaced at the City's option at any time. Sale, distribution, or consumption of alcoholic beverages is prohibited.

B. *Softball Fields and Stadium.* HYL will have the option of reserving the softball fields and the stadium provided the Facilities have not been previously reserved pursuant to the agreement between the Hernando County School Board and the CITY, and provided at least one of the three (3) fields are available for open play at least one day each week. The Facilities are provided in an "as is" condition.

C. *Facility Management.* HYL will be responsible for scheduling, crowd control, operation and cleanliness of the stadium concession areas, and supervising the use of the Facilities when reserved by HYL. The City will be responsible for field preparation, mowing, restrooms, utilities, solid waste disposal and repairs to the Facilities which are not the result of actions caused by the negligence or misuse of HYL.

Section 3. Payment. The following payments and fees shall be required:

A. *User Fee.* HYL will pay the CITY a user fee in the annual amount of one thousand seven hundred fifty ($1,750.00) dollars ("User Fee"), for each year of the initial term, to partially offset direct costs for field utilities and facility maintenance and repair. User Fees are due prior to use of the Facilities, but no later than June 1 of each year. If User Fees are not received within thirty days (30) of June 1

each year, HYL may lose use of the Facilities until such time as the User Fee is paid. The User Fee for any renewal term shall be negotiated by the Parties no less than (30) days prior to the renewal date.

B. *Field Expenses.* In addition to the User Fee, HYL will be charged monthly for the amount of field chalk and paint used for that month ("Field Expenses"). The charge for the chalk will be $7.50 per 50 lbs. bag and $42.00 per case of 12, 18 oz. spray cans. Field Expenses shall be paid on or before the first day of the month for that month.

C. *Tournament Fees.* HYL will also pay a Tournament Fee of twenty-five dollars ($25) per team for tournaments which are hosted by HYL, such as, but not limited to, Districts, State, and World Series Tournaments. Tournament Fees are to be paid prior to the first day of each tournament.

D. In the event that Field Expenses and Tournament Fees are not timely paid as set forth herein, HYL may lose use of the Facilities until such time as the Field Expenses and Tournament Fees have been paid.

Section 4. Indemnification and Insurance. HYL shall be solely and entirely responsible for its tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. HYL agrees to indemnify and hold harmless the CITY, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of HYL, its agents, or employees during performance under this Agreement. As a condition of this Agreement for use of the Facilities, HYL will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

General Liability in an amount not less than $500,000; Fire and Property Damage, $100,000; and Worker's Compensation Statutory Limits plus Employee Liability, $100,000.

The CITY, in its sole and absolute discretion, reserves the right to require additional lines of coverage in the event activities of HYL on the Facilities change or require such additional coverage.

Section 5. Termination. This Agreement may be terminated by either party on thirty (30) days prior written notice without a penalty or further obligation. HYL agrees to remove any personal property owned by HYL from the Facilities within ten (10) days of the effective date of termination.

Section 6. Default. In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have ten (10) calendar days to cure the default. If such default is not corrected within the time specified, the Parties may attempt to resolve the dispute through alternative dispute resolution.

Section 7. Notice. All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, postage pre-paid, and properly addressed to the Party to be notified at the address noted below; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature. Any notice or disclosure required and/or permitted under this Agreement, and any change of the address and/or identity of a person to be notified, shall be made in accordance with the above notice provision, and such notices shall be sent to:

If to HYL:
Hernando Youth League, Inc.
PO Box 804
Brooksville, Florida 34605

If to City:
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

With a Copy to:

With a Copy To:

City Attorney
c/o The Hogan Law Firm, LLC
20 S. Broad Street
Brooksville, Florida 34601

Section 8. Law of Agreement. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the charging party elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

Section 9. Entire Agreement. Unless otherwise specified herein, this Agreement constitutes the sole and only agreement of the Parties hereto, and supersedes any prior written or oral understandings or agreements between the Parties regarding the subject matter hereof.

Section 10. Waiver. No waiver or estoppel as to or against any Party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly and explicitly concerned, and then only for that occurrence, and not either as to future such occurrences, or as to any other matter or occurrence.

Section 11. Modification and Assignment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned, transferred, or pledged by either Party without the other Party's prior written consent.

Section 12. Attorney's Fees. In the event any dispute arises between or among any of the Parties hereto, the prevailing Party in such dispute shall be entitled to recover its attorneys' fees, expenses, and costs, regardless of whether litigation is filed, including, but not limited to, fees for administrative hearings, quasi-judicial hearings, trials, and appeals from any of the same.

Section 13. General. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, where the

singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Party/Parties agree(s) that this Agreement is consummated and entered into in Hernando County, Florida.

Section 14. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by the CITY and HYL.

HERNANDO YOUTH LEAGUE	CITY OF BROOKSVILLE
Signature	*Signature*
Tom Bronson	Lara Bradburn
Printed Name	*Printed Name*
Vice President	Mayor, City Council
Title	*Title*
10-5-2010	10/4/10
Date	*Date*

ATTESTED to by the City Clerk, Janice Peters

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

City Attorney

City Council
AGENDA ITEM: G3
September 21, 2015

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: TIMOTHY MOSSGROVE, FIRE CHIEF

SUBJECT: CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

DATE: SEPTEMBER 16, 2015

GENERAL SUMMARY/BACKGROUND: We have received a letter dated September 1, 2015 from the Hernando County Board of County Commissioners' County Attorney (Attachment 1) notifying the City that HMA Bayflite Services, LLC has indicated a desire to change the name on their existing Certificate of Public Convenience and Necessity (COPCN) to Rocky Mountain Holdings, LLC, d/b/a Bayflite to operate an advanced life support helicopter ambulance services within Hernando County. They are requesting that the County grant the Certificate to cover a countywide service area.

The County Attorney is requesting the City Council please review the review this request and then provide an indication as to the Council's recommendation - approval or disapproval of the renewal/name change for the COPCN. Should Council recommend disapproval or have concerns, staff recommends that those objections be enumerated in a letter to the Board of County Commissioners.

BUDGET IMPACT: There is no budgetary impact for the City of Brooksville.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const., and Fla. Stat. §166.011) to consider and take action on this matter. Pursuant to Fla. Stat. §401.25(2)(d), in issuing the certificate of public convenience and necessity, the governing body of each county shall consider the recommendations of municipalities within its jurisdiction.

STAFF RECOMMENDATION: Staff recommends that the City Council recommend approval for renewal/issuance of the COPCN to Rocky Mountain Holdings, LLC, d/b/a Bayflite to operate an advanced life support helicopter ambulance services within Hernando County and authorize the Mayor to sign the bottom of the attached letter (Attachment 1) in support of the (COPCN), if there are no concerns or objections by Council.

ATTACHMENT: 1) Letter from County Attorney dated September 1, 2015

Attachment 1

Board of County Commissioners
Hernando County

County Attorney's Office

Garth C. Coller, County Attorney
Jon A. Jouben, Deputy County Attorney
Joseph X. DiNovo, Assistant County Attorney
Randall B. Griffiths, Assistant County Attorney
Susan Bishop, Paralegal Director

20 N. Main Street, Suite 462
Brooksville, FL 34601
352-754-4001 fax
352-754-4122

09-03-15A08:36 RCVD

September 1, 2015

City of Brooksville
Attn: T. Jennene Norman-Vacha, City Manager
201 Howell Avenue
Brooksville, FL 34601
Re: Rocky Mountain Holdings, LLC, d/b/a Bayflite

Dear T. Jennene Norman-Vacha,

Pursuant to Section 401.25(2)(d), Florida Statutes, the Board of County Commissioners may grant a Certificate of Public Convenience and Necessity for the provision of advanced and basic life support services to Hernando County. However, the statutes provide that recommendations must be obtained from municipalities within the area to be served prior to such certificates being granted.

HMA Bayflite Services, LLC, d/b/a Bayflite has indicated a desire to change the name on their existing COPCN to Rocky Mountain Holdings, LLC, d/b/a Bayflite to operate an advanced life support helicopter ambulance service within Hernando County and is requesting that the County grant the Certificate to cover a countywide service area.

Please indicate the recommendation of the City of Brooksville by completing the statement written below and signing in the space provided so that we may process this request.

Very truly yours,

Garth C. Coller

The City of Brooksville hereby recommends (approval/disapproval) _____ of the renewal of the Certificate of Public Convenience and Necessity for Rocky Mountain Holdings, LLC, d/b/a Bayflite for the period of 9/2015 to 2/2016.

_____
City Manager or Mayor

City Council
AGENDA ITEM: H1
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR

FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 846—AX2015-04; CITY OF BROOKSVILLE ANNEXATION OF JEFFERSON STREET PROPERTY

DATE: SEPTEMBER 21, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 0.13 acres and is located on the south side West Jefferson Street, approximately 667 feet east of Cortez Boulevard. The City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. Current zoning for the site is C-2 (Highway Commercial) and the property is undeveloped. The property is anticipated to serve as right-of-way for the Providence Boulevard extension.

BUDGET IMPACT: This item will not impact the City's current operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance Number 846. If the annexation is approved, the City's

Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

ATTACHMENTS:
1. Annexation Petition
2. Proposed Ordinance No. 846 with Exhibit "A," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE August 7, 2015 FILE # AX2015-04

Please print or type all information.

PROPERTY OWNER

Name: City of Brooksville

Address: 201 Howell Ave.

City: Brooksville, Fl. 34601

Telephone Nos: 352-540-3810

Email Contact Information: JNVacha@cityofbrooksville.us

APPLICANT(S): City of Brooksville

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: W. Jefferson St.

Legal Description:

A parcel of land lying in and being a part of the Southeast ¼ of Section 20, Township 22 South, Range 19 East and also being a portion of Block T of Mountain Park Subdivision, as recorded in Plat Book, 4, Page 1, Public Records of Hernando County, Florida, and being more particularly described as follows: Commence at the Southeast corner of said Block T; thence N 89°54'10" W, along the South boundary of said Block T, 590.24 feet to the Southwest corner of that certain parcel of land described in Official Record Book 1209, Pages 24 and 25 of said Public Records; thence N 00°24'49" W, along the West boundary of said certain parcel of land, 197.15 feet to the Point of Beginning; thence continue, N 00°24'49" W, along said West boundary, 171.95 feet to the Northwest corner of said certain parcel of land and the South right of way line of West Jefferson Street (State Road 50A); thence S 89°52'36" E, along said right of way line, 55.00 feet; thence S 44°51'17" W 28.15 feet; thence S 00°24'49" E 109.03 feet; thence S 38°59'50" W 55.13 feet to the Point of Beginning. Containing 0.13 acre, more or less.

Key #01635001
Parcel #R20 222 19 2740 00T0 0051

Highway & Street Boundaries: Jefferson St./Cobb Road to Bypass (SR50A)

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: .13
(c) TOTAL ACREAGE: .13

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: C-2/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 9/16/15 Owner Representative: Jennene Norman Vacha
T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 16th day of September, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

NOTARY PUBLIC JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, have full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description:

A parcel of land lying in and being a part of the Southeast ¼ of Section 20, Township 22 South, Range 19 East and also being a portion of Block T of Mountain Park Subdivision, as recorded in Plat Book, 4, Page 1, Public Records of Hernando County, Florida, and being more particularly described as follows: Commence at the Southeast corner of said Block T; thence N 89°54'10" W, along the South boundary of said Block T, 590.24 feet to the Southwest corner of that certain parcel of land described in Official Record Book 1209, Pages 24 and 25 of said Public Records; thence N 00°24'49" W, along the West boundary of said certain parcel of land, 197.15 feet to the Point of Beginning; thence continue, N 00°24'49" W, along said West boundary, 171.95 feet to the Northwest corner of said certain parcel of land and the South right of way line of West Jefferson Street (State Road 50A); thence S 89°52'36" E, along said right of way line, 55.00 feet; thence S 44°51'17" W 28.15 feet; thence S 00°24'49" E 109.03 feet; thence S 38°59'50" W 55.13 feet to the Point of Beginning. Containing 0.13 acre, more or less.

Key #01635001
Parcel #R20 222 19 2740 00T0 0051

Date: 9/16/15

Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Bill Geiger
Print Name BILL GEIGER

Signature Martha Rittinger
Print Name Martha Rittinger

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

A parcel of land lying in and being a part of the Southeast ¼ of Section 20, Township 22 South, Range 19 East and also being a portion of Block T of Mountain Park Subdivision, as recorded in Plat Book, 4, Page 1, Public Records of Hernando County, Florida, and being more particularly described as follows: Commence at the Southeast corner of said Block T; thence N 89°54'10" W, along the South boundary of said Block T, 590.24 feet to the Southwest corner of that certain parcel of land described in Official Record Book 1209, Pages 24 and 25 of said Public Records; thence N 00°24'49" W, along the West boundary of said certain parcel of land, 197.15 feet to the Point of Beginning; thence continue, N 00°24'49" W, along said West boundary, 171.95 feet to the Northwest corner of said certain parcel of land and the South right of way line of West Jefferson Street (State Road 50A); thence S 89°52'36" E, along said right of way line, 55.00 feet; thence S 44°51'17" W 28.15 feet; thence S 00°24'49" E 109.03 feet; thence S 38°59'50" W 55.13 feet to the Point of Beginning. Containing 0.13 acre, more or less.

Key #01635001
Parcel #R20 222 19 2740 00T0 0051

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 9/16/15 Owner Representative: Jennene Norman Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 16th day of September 2015 by Jennene Norman-Vacha who is personally known to me or who has produced _____ as identification.

SIGNATURE OF NOTARY

NOTARY SEAL/STAMP

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say the City of Brooksville is the owner(s) of the herein described property, to-wit:

Legal Description:

A parcel of land lying in and being a part of the Southeast ¼ of Section 20, Township 22 South, Range 19 East and also being a portion of Block T of Mountain Park Subdivision, as recorded in Plat Book, 4, Page 1, Public Records of Hernando County, Florida, and being more particularly described as follows: Commence at the Southeast corner of said Block T; thence N 89°54'10" W, along the South boundary of said Block T, 590.24 feet to the Southwest corner of that certain parcel of land described in Official Record Book 1209, Pages 24 and 25 of said Public Records; thence N 00°24'49" W, along the West boundary of said certain parcel of land, 197.15 feet to the Point of Beginning; thence continue, N 00°24'49" W, along said West boundary, 171.95 feet to the Northwest corner of said certain parcel of land and the South right of way line of West Jefferson Street (State Road 50A); thence S 89°52'36" E, along said right of way line, 55.00 feet; thence S 44°51'17" W 28.15 feet; thence S 00°24'49" E 109.03 feet; thence S 38°59'50" W 55.13 feet to the Point of Beginning. Containing 0.13 acre, more or less.

Key #01635001
Parcel #R20 222 19 2740 00T0 0051

Jennene Norman-Vacha

Owner or Representative

ORDINANCE NO. 846

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CITY OF BROOKSVILLE owner of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, the CITY OF BROOKSVILLE is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said the Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard in a quasi-judicial proceeding; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by the CITY OF BROOKSVILLE into the City of Brooksville, Florida, pursuant to the annexation provisions of the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of the CITY OF BROOKSVILLE for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "A" which is attached hereto and incorporated herein by reference, and is more particularly described in this section is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Legal Description:

A parcel of land lying in and being a part of the Southeast ¼ of Section 20, Township 22 South, Range 19 East and also being a portion of Block T of Mountain Park Subdivision, as recorded in Plat Book, 4, Page 1, Public Records of Hernando County, Florida, and being more particularly described as follows: Commence at the Southeast corner of said Block T; thence N 89°54'10" W, along the South boundary of said Block T, 590.24 feet to the Southwest corner of that certain parcel of land described in Official Record Book 1209, Pages 24 and 25 of said Public Records; thence N 00°24'49" W, along the West boundary of said certain parcel of land, 197.15 feet to the Point of Beginning; thence continue, N 00°24'49" W, along said West boundary, 171.95 feet to the Northwest corner of said certain parcel of land and the South right of way line of West Jefferson Street (State Road 50A); thence S 89°52'36" E, along said right of way line, 55.00 feet; thence S 44°51'17" W 28.15 feet; thence S 00°24'49" E 109.03 feet; thence S 38°59'50" W 55.13 feet to the Point of Beginning. Containing 0.13 acre, more or less.

Key #01635001
Parcel #R20 222 19 2740 00T0 0051

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall

thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSIVLLE, FLORIDA

Attest: _____
Janet Kato, Deputy City Clerk

By: _____
Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the _____ day of _____, 20___.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the _____ day of _____, 20__.

PASSED on First Reading _____

NOTICE Published on _____

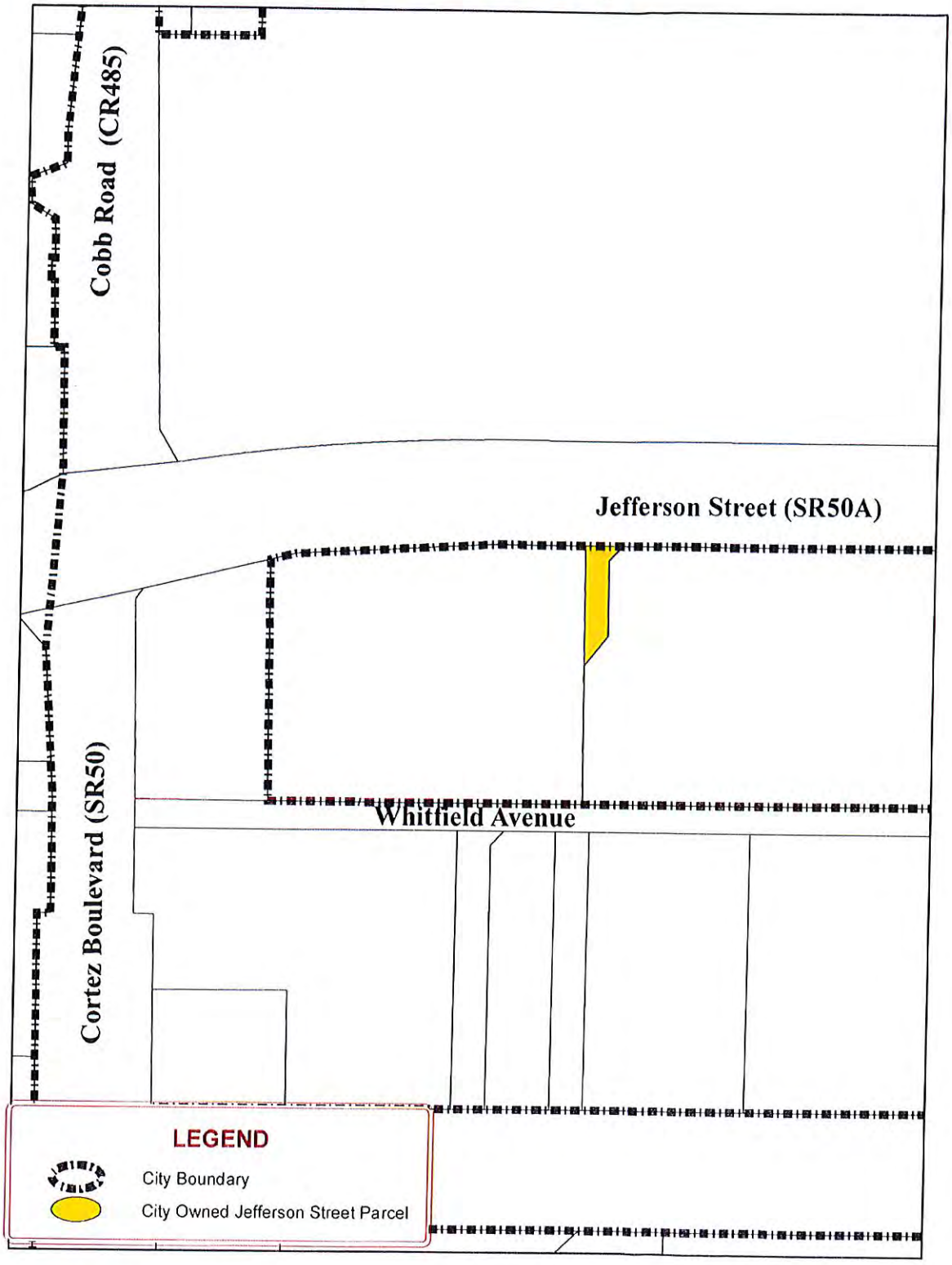
PASSED on Second & Final Reading _____

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

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemmerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

City of Brooksville
Jefferson Street Property Annexation
Petition - August 2015
Ord. No. 846 EXHIBIT "A"



0 0.015 0.03 0.06
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*Base map information provided by the Hernando County Property Appraiser's office
Map created by the Brooksville Community Development Department Disclaimer - This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon
E:\Esri\ArcMap Projects\Sea Gate Land Holdings Annexation 2010.mxd

City Council
AGENDA ITEM: H2
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR

FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 847—AX2015-02; CITY-INITIATED ANNEXATION FOR DEVOE MANAGEMENT SERVICES, INC.

DATE: SEPTEMBER 21, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 2.57 acres and is located at 18734 Cortez Boulevard approximately 280 feet south of the intersection of Cortez Boulevard and West Jefferson Street. On behalf of Devoe Management Services, Inc., the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Annexation Element of the Utility Services Agreement dated June 10, 2008, and recorded in the public record at Book 2572, Page 174, the City is the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential along the eastern one-third of the property and the remainder is designated Commercial as per the adopted Hernando County Comprehensive Plan. Current zoning for the site is C-2 (Highway Commercial) and the property is developed with an approximately 12,431 square-foot retail shopping center and a self-storage facility occupying 3,600 square feet.

BUDGET IMPACT: This item will not impact the City's current operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request

through Ordinance 847. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

ATTACHMENTS:
1. Annexation Petition
2. Proposed Ordinance No. 847 with Exhibit "A," Utility Service Agreement and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE: August 6, 2015 FILE # AX2015-02

Please print or type all information.

PROPERTY OWNER

Name: Devoe Management Services, Inc.

Address: P.O. Box 995

City: Indian Rocks Beach, Florida, 33785-0995

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of Utility Service Agreement dated June 10, 2008 and recorded in the Public Records of Hernando County, Florida, Book 2572, page 174.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 18734 Cortez Blvd.

Legal Description:

The East 330 feet of the following described parcel, lying and being a part of the SW ¼ of the SE ¼ of Section 20, Township 22 South, Range 19 East, Hernando County, Florida:

Commence at a point where the center line of Lockhart Avenue (as shown on the plat of Mountain Park, as recorded in plat book 4, page 1, Public Records of Hernando County, Florida) meets the West right of way of State Road 577 (now known as State Road 50); thence run South 00°36'15" East along said westerly right of way line a distance of 350.00 feet; thence run West a distance of 710.00 feet; thence run North 18°09'00" West to the center line on Lockhart Avenue, a distance of 367.50 feet; thence run East along said center line to the aforementioned westerly right of way line of State Road 577; a distance of 814.81 feet to the Point of Beginning. LESS right of way for State Road 50 as described in O.R. Book 1195, page 502, O.R. Book 1265, page 1003 and O.R. Book 1266, page 1881, Public Records of Hernando County, Florida.

SUBJECT TO an easement to Florida Power Corporation as recorded in O.R. Book 336, page 71, Public Records of Hernando County, Florida.

Tax Parcel #R20 422 19 0000 0270 0031 Parcel Key # 00992518

Highway & Street Boundaries: Cortez Blvd (Truck bypass) SR50

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 2.60
(c) TOTAL ACREAGE: 2.60

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: C-2/Residential & Commercial

Submittal Requirements

*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated June 10, 2008, and recorded in the Public Records of Hernando County in Book 2572, Page 174, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 9-16-15 Owner Representative: Jennene Norman Vacha
T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 16th day of September, A.D. 2015 by Jennene Norman Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description
The East 330 feet of the following described parcel, lying and being a part of the SW ¼ of the SE ¼ of Section 20, Township 22 South, Range 19 East, Hernando County, Florida:

Commence at a point where the center line of Lockhart Avenue (as shown on the plat of Mountain Park, as recorded in plat book 4, page 1, Public Records of Hernando County, Florida) meets the West right of way of State Road 577 (now known as State Road 50); thence run South 00°36'15" East along said westerly right of way line a distance of 350.00 feet; thence run West a distance of 710.00 feet; thence run North 18°09'00" West to the center line on Lockhart Avenue, a distance of 367.50 feet; thence run East along said center line to the aforementioned westerly right of way line of State Road 577; a distance of 814.81 feet to the Point of Beginning. LESS right of way for State Road 50 as described in O.R. Book 1195, page 502, O.R. Book 1265, page 1003 and O.R. Book 1266, page 1881, Public Records of Hernando County, Florida.

SUBJECT TO an easement to Florida Power Corporation as recorded in O.R. Book 336, page 71, Public Records of Hernando County, Florida.

Key #00992518 Parcel #R20 422 19 0000 0270 0031

See attached the Utility Service Agreement

Date: 9/16/15 Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Bill Geiger
Print Name BILL GEIGER

Signature Marsha Rittinger
Print Name Marsha Rittinger

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

The East 330 feet of the following described parcel, lying and being a part of the SW ¼ of the SE ¼ of Section 20, Township 22 South, Range 19 East, Hernando County, Florida:

Commence at a point where the center line of Lockhart Avenue (as shown on the plat of Mountain Park, as recorded in plat book 4, page 1, Public Records of Hernando County, Florida) meets the West right of way of State Road 577 (now known as State Road 50); thence run South 00°36'15" East along said westerly right of way line a distance of 350.00 feet; thence run West a distance of 710.00 feet; thence run North 18°09'00" West to the center line on Lockhart Avenue, a distance of 367.50 feet; thence run East along said center line to the aforementioned westerly right of way line of State Road 577; a distance of 814.81 feet to the Point of Beginning. LESS right of way for State Road 50 as described in O.R. Book 1195, page 502, O.R. Book 1265, page 1003 and O.R. Book 1266, page 1881, Public Records of Hernando County, Florida.

SUBJECT TO an easement to Florida Power Corporation as recorded in O.R. Book 336, page 71, Public Records of Hernando County, Florida.

Key #00992518 Parcel #R20 422 19 0000 0270 0031

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated June 10, 2008, and recorded in the Public Records of Hernando County in Book 2572, Page 174, do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 9/16/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Orlando

The foregoing instrument was acknowledged before me this 16th day of September 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification.

Jennifer J. Battista
SIGNATURE OF NOTARY

NOTARY SEAL/STAMP

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say Devoe Management Services, Inc. is the owner(s) of the herein described property, to-wit:

Legal Description:

Legal Description
The East 330 feet of the following described parcel, lying and being a part of the SW ¼ of the SE ¼ of Section 20, Township 22 South, Range 19 East, Hernando County, Florida:

Commence at a point where the center line of Lockhart Avenue (as shown on the plat of Mountain Park, as recorded in plat book 4, page 1, Public Records of Hernando County, Florida) meets the West right of way of State Road 577 (now known as State Road 50); thence run South 00°36'15" East along said westerly right of way line a distance of 350.00 feet; thence run West a distance of 710.00 feet; thence run North 18°09'00" West to the center line on Lockhart Avenue, a distance of 367.50 feet; thence run East along said center line to the aforementioned westerly right of way line of State Road 577; a distance of 814.81 feet to the Point of Beginning. LESS right of way for State Road 50 as described in O.R. Book 1195, page 502, O.R. Book 1265, page 1003 and O.R. Book 1266, page 1881, Public Records of Hernando County, Florida.

SUBJECT TO an easement to Florida Power Corporation as recorded in O.R. Book 336, page 71, Public Records of Hernando County, Florida.

Key #00992518
Parcel #R20 422 19 0000 0270 0031

Jennene Norman Vacha
Owner or Representative

ORDINANCE NO. 847

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Devoe Management Services, Inc., the owners of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, have authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Devoe Management Services, Inc. is the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Devoe Management Services, Inc., entered into that certain Utility Services Agreement (the "Agreement") with the City dated June 10, 2008 and recorded in the public record at Book 2572, Page 174; and,

WHEREAS, Devoe Management Services, Inc. appointed the City as its duly authorized representative for instituting an annexation petition and it irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said the Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard in a quasi-judicial proceeding; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of

the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Devoe Management Services, Inc. into the City of Brooksville, Florida, pursuant to the Annexation Element of the Utility Services Agreement dated June 10, 2008, 2007, attached as Exhibit A and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, Devoe Management Services, Inc., as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Devoe Management Services, Inc. for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, and is more particularly described in this section is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Legal Description:

The East 330 feet of the following described parcel, lying and being a part of the SW ¼ of the SE ¼ of Section 20, Township 22 South, Range 19 East, Hernando County, Florida:

Commence at a point where the center line of Lockhart Avenue (as shown on the plat of Mountain Park, as recorded in plat book 4, page 1, Public Records of Hernando County, Florida) meets the West right of way of State Road 577 (now known as State Road 50); thence run South 00°36'15" East along said westerly right of way line a distance of 350.00 feet; thence run West a distance of 710.00 feet; thence run North 18°09'00" West to the center line on Lockhart Avenue, a distance of 367.50 feet; thence run East along said center line to the aforementioned westerly right of way line of State Road 577; a distance of 814.81 feet to the Point of Beginning. LESS right of way for State Road 50 as described in O.R. Book 1195, page 502, O.R. Book 1265, page 1003 and O.R. Book 1266, page 1881, Public Records of Hernando County, Florida.

SUBJECT TO an easement to Florida Power Corporation as recorded in O.R. Book 336, page 71, Public Records of Hernando County, Florida.

Tax Parcel #R20 422 19 0000 0270 0031 Parcel Key # 00992518

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSIVLLE, FLORIDA

Attest: _____
Janet Kato, Deputy City Clerk

By: _____
Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the _____ day of _____, 20___.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the _____ day of _____, 20__.

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemmerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

2008033599
LORINDA 2572/174
OFFICIAL RECORDS
BK: 2572 PG: 174
LT1-2-2008033599-1
LT2-2572-174-13

EXHIBIT A

Utility Service Agreement
between the

CITY OF BROOKSVILLE
and
DEVOE MANAGEMENT SERVICES, INC.
(By Pass Plaza)

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 10 day of June , 2008, between the CITY OF BROOKSVILLE, FLORIDA, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and DEVOE MANAGEMENT SERVICES, INC., organized under the laws of the State of Florida, hereinafter referred to as the "DEVELOPER". For and in consideration of Ten Dollars ($10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the DEVELOPER owns an existing six (6) unit commercial plaza on the property described in "Exhibit A", attached hereto, (hereinafter referred to as the "PROPERTY"). The property is not presently within the City of Brooksville corporate limits, but is within the City's utility service area. The Development Plan is attached hereto as "Exhibit B" and is incorporated herein, *in haec verba* (hereinafter referred to as the "DEVELOPMENT");

06/17/2008 2:24PM # Pages 13
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

WHEREAS, the DEVELOPER is desirous of building said facilities;

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

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

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

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

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

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

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

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

1. Each of the preceding WHEREAS recitals herein are true and correct, and are incorporated herein, *in haec verba.*

2. The following attachments and exhibits which are attached hereto and incorporated into the content of this AGREEMENT, *in haec verba*:

OFFICIAL RECORDS
BK: 2572 PG: 175

"Exhibit A" Legal Description
"Exhibit B" Site Plan
"Exhibit C" Wastewater Element
"Exhibit D" Water Element
"Exhibit E" Development Schedule
"Exhibit F" Annexation Element
"Exhibit G" Utility Fee Payment Element

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

For the DEVELOPER: Devoe Management Services, Inc.
P.O. Box 995
Indian Rocks Beach, Florida 33785

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

4. The DEVELOPER agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements constructed by the DEVELOPER. The DEVELOPER also agrees to grant the CITY a utility easement, using the CITY'S Grant of Easement form, together with the right of ingress and egress within the DEVELOPMENT for those specific utilities improvements which will be dedicated to the CITY that are not within the public right-of-way or easements. The DEVELOPER agrees to furnish the CITY officially recorded copies of all easements or right-of-way use permits obtained for the DEVELOPMENT.

5. The CITY and DEVELOPER acknowledge that this AGREEMENT provides terms, which constitute the CITY'S response to the DEVELOPER'S request for utility services from the CITY. The availability of such services is based upon and subject to the terms of this AGREEMENT and applicable regulations and regulatory approval by other governmental agencies if and as required.

6. The CITY and DEVELOPER acknowledge and agree that this utility AGREEMENT incorporates all of the terms and conditions between the parties with regard to the provision of wastewater services to the PROPERTY for the DEVELOPMENT and that this AGREEMENT may not be modified

orally. Any Amendments hereto shall be in writing and signed by the parties. The parties further acknowledge and agree that they have not relied on any oral representations or verbal agreements to induce them into entering into this AGREEMENT which are not incorporated herein

7. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this AGREEMENT or the paragraphs or provisions herein.

8. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of this AGREEMENT.

9. Neither party shall declare the other in default of any provisions of this AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

10. The terms and provisions of this AGREEMENT shall be a commitment and obligation which shall not only bind the present DEVELOPER of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the DEVELOPER.

11. This AGREEMENT will be in full force and effect for a term of fifty (50) years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided herein.

12. The DEVELOPER shall reimburse the CITY for any costs incurred by the CITY to record this AGREEMENT in the official record books of Hernando County. Connection to the CITY'S Utility System will not be authorized until these recording costs are paid to the CITY.

13. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause which is beyond the reasonable control of the party from whom the affected performance was due. Such impediments to performance by the parties include, but are not necessarily limited to acts of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government, individuals or the public.

14. In the event DEVELOPER notifies CITY that services are no longer required by DEVELOPMENT, or the facilities are not operated and maintained by DEVELOPER as required herein, service may be discontinued at CITY'S option upon ninety (90) days notice to DEVELOPER.

15. This AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this AGREEMENT will be Hernando County, Florida. The prevailing party in any litigation arising out of this AGREEMENT will be entitled to recover its reasonable costs and attorney's fees.

OFFICIAL RECORDS
BK: 2572 PG: 176

16. This AGREEMENT is predicated on the representation by the DEVELOPER that the specific use of the DEVELOPMENT will remain substantially the same as the use reflected in the Exhibits which are incorporated herein. The CITY may require an amendment to this AGREEMENT or a separate agreement in the event of a substantive change in scope of the DEVELOPMENT.

17. The CITY agrees to provide utility service only for the phases of the DEVELOPMENT described herein.

18. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT as indicated in "Exhibit G" attached hereto, compliance with all applicable regulations, all required permits being issued, with proof of such issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent, and shall become a part of this AGREEMENT.

19. Water and/or wastewater improvements may not be placed in service until the applicable permit closeout certifications have been provided to the CITY in the form of an original or certified true copy of such permit documentation, and final inspection and approval by the CITY.

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

21. This commitment is subject to the prompt payment of CITY'S fees for wastewater services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.

22. All improvements installed by the DEVELOPER and dedicated to the CITY herein will remain the property of the DEVELOPER until accepted by the CITY in writing. Said improvements shall be maintained by the DEVELOPER until accepted by the CITY. Final acceptance will be given three hundred sixty five (365) calendar days following construction and final inspection and approval by the CITY. The CITY will perform a final inspection of the installed improvements thirty (30) days prior to acceptance, and will provide the DEVELOPER a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the CITY prior to final acceptance due to a failure of the improvements installed by the DEVELOPER and the DEVELOPER'S unwillingness or inability to restore service within a four hour period, shall be repaid by the DEVELOPER.

23. The DEVELOPER agrees to provide the CITY with one complete copy of the record drawings of all installed improvements, signed and certified by the project engineer, upon final completion of the DEVELOPMENT.

24. The DEVELOPER hereby affirms that it has the legal authority to construct the DEVELOPMENT as indicated in this AGREEMENT. The DEVELOPER agrees to indemnify and hold the CITY harmless from all claims of ownership for rights and privileges granted by the DEVELOPER to the CITY from any third parties.

OFFICIAL RECORDS
BK: 2572 PG: 177

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17th day of June, 2008.

FOR THE DEVELOPER

Devoe Management Services, Inc.

By its President,

By: Joseph W. Gawrylczk

STATE of Florida
COUNTY of Hernando

Execution of the forgoing instrument was acknowledged before me this 10th day of June, 2008, by Joseph W. Gawrylczk as President of Devoe Management Services, Inc. who is ____ personally known to me or who produced the following as identification.
#G642-499-62-125-0 (FL)

Allison Earwood
Notary Public, State of Florida

Allison Earwood
Notary Name Printed

NOTARY PUBLIC-STATE OF FLORIDA
Allison Earwood
Commission #DD584777
Expires: AUG. 14, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

FOR THE CITY

City of Brooksville, Florida

By: T. Jennene Norman-Vacha, City Manager

ATTEST:

Karen M. Phillips, CMC, City Clerk

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

Thomas S. Hogan Jr., City Attorney

Approved as to technical content and City requirements.

6/10/8

Will Smith, Utilities Superintendent

OFFICIAL RECORDS
BK: 2572 PG: 178

"EXHIBIT A"
LEGAL DESCRIPTION

OFFICIAL RECORDS
BK: 2572 PG: 179

The East 330 feet of the following described parcel, lying and being a part of the SW ¼ of the SE ¼ of Section 20, Township 22 South, Range 19 East, Hernando County, Florida:

Commence at a point where the center line of Lockhart Avenue (as shown on the plat of Mountain Park, as recorded in plat book 4, page 1, public records of Hernando County, Florida) meets the West right of way of State Road 577 (now known as State Road 50); thence run South 00°36'15"
East along said westerly right of way line a distance of 350.00 feet; thence run West a distance of 710.00 feet; thence run North 18°09'00" West to the center line on Lockhart Avenue, a distance of 367.30 feet; thence run East along said center line to the aforementioned westerly right of way line of State Road 577; a distance of 814.81 feet to the Point of Beginning. LESS right of way for State Road 50 as described in O.R. Book 1195, page 502, O.R. Book 1265, page 1003 and O.R. Book 1266, page 1881, public records of Hernando County, Florida.

SUBJECT TO an easement to Florida Power Corporation as recorded in O.R. Book 336, page 71, public records of Hernando County, Florida.

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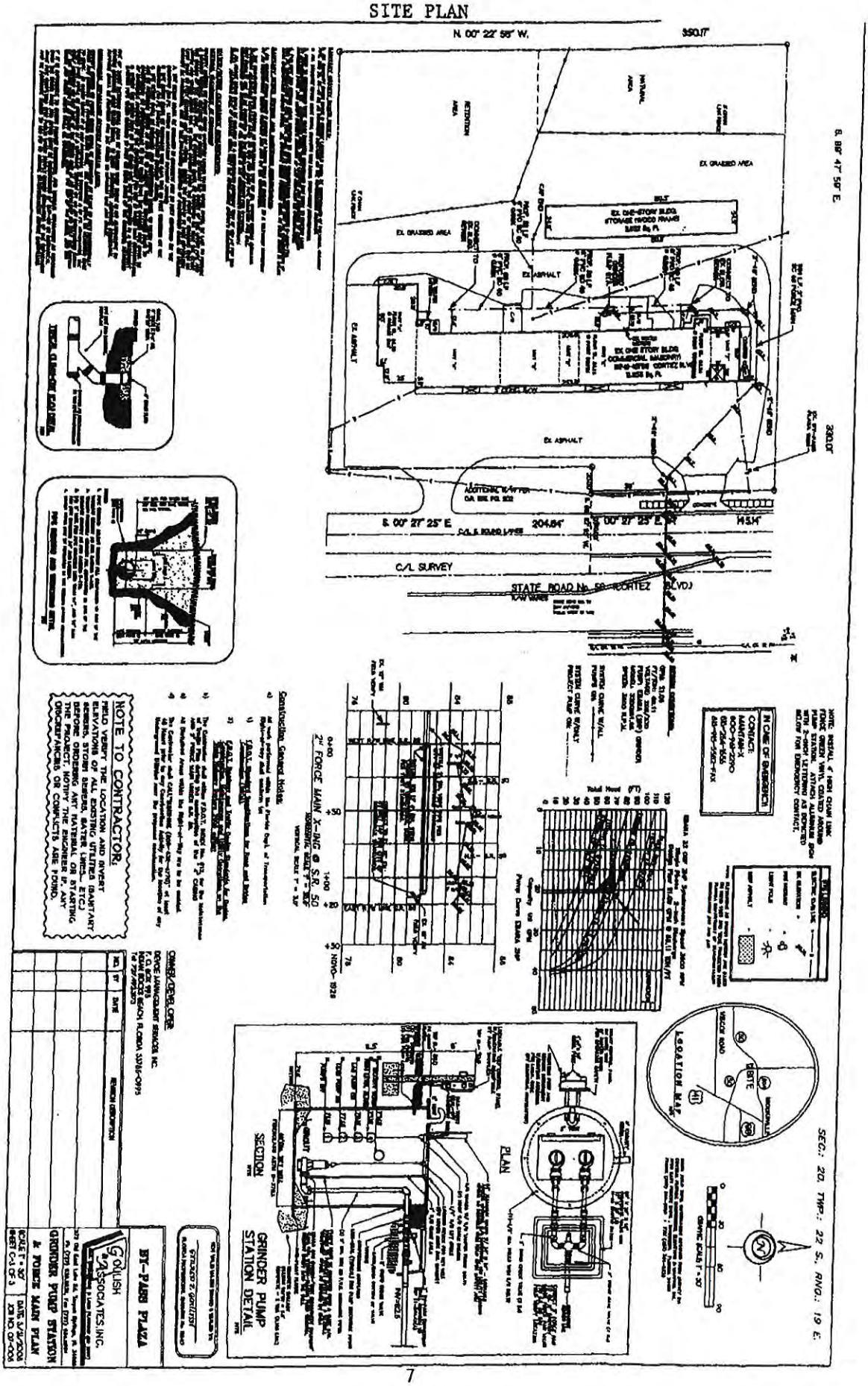
"EXHIBIT B"

SITE PLAN



"EXHIBIT C"
WASTEWATER ELEMENT

1. The DEVELOPER is hereby requesting sanitary sewer service from the CITY. The nearest connection for sewer service will be an existing twelve (12) inch force main located in the road right-of-way of Cortez Boulevard, directly across from the PROPERTY.

2. The point of connection will be a two (2) inch tap and valve installed on the existing CITY force-main located in the east right of way of Cortez Boulevard. The CITY will install this tap and valve for the normal sewer hook up fees and as indicated in "Exhibit G" attached hereto.

3. The DEVELOPER agrees to provide, at his own expense, wastewater service by the installation of an on-site pump station and extending a force-main to the point of connection for the sole purpose of providing wastewater service to the DEVELOPMENT as indicated in "Exhibit B" attached hereto.

4. The DEVELOPER also agrees to install an on-site gravity sewer collection system to service each building/unit within the DEVELOPMENT as indicated in "Exhibit B".

5. The on-site lift station, on-site discharge piping and on-site collection system will remain the property of the DEVELOPER after final inspection and approval by the CITY as provided for herein. The CITY agrees to maintain the off-site force main piping located within the right-of-way of Cortez Boulevard.

6. The CITY does not guarantee the pressure at the point of connection will remain the same in the future. It is the DEVELOPER's responsibility to make changes to the on-site station if force-main pressures change in the future.

7. The on-site pump station will be designed to deliver no more than twenty-five (25) gallons per minute at the point of connection to the CITY's system. The on-site sewage system will be capable of storing a minimum of four (4) hours of flow from the DEVELOPMENT. At such time as the CITY expands its telemetry system to included private on-site pump stations, the DEVELOPER agrees to connect to the City wide telemetry system in accordance with City Ordinances as amended. The DEVELOPER agrees the CITY has the right to periodically turn off the pump station pumps and water meters contributing to the pump station to prevent sewage loss from the pump station due to maintenance or operational requirements of the CITY. The DEVELOPER shall be responsible for containing the sewage generated by the DEVELOPMENT during periods when the pump station is turned off by the CITY.

8. The DEVELOPER agrees to eliminate the on-site lift station when a gravity connection is made available to the Property by the CITY within ninety (90) days of written notice by the CITY.

9. The parties agree that wastewater facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense, agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the property.

10. The DEVELOPER agrees to provide the CITY full access to the DEVELOPMENT to inspect the sewer facilities.

11. The CITY represents and warrants that provided the DEVELOPER constructs the wastewater improvements described above, the CITY will have plant and other wastewater facilities capacity to provide wastewater service to the DEVELOPMENT, as contemplated by this AGREEMENT.

12. The DEVELOPER agrees that all wastewater facilities will be designed and constructed in accordance with CITY Code and CITY standards as they exist at the effective date of this AGREEMENT.

OFFICIAL RECORDS
BK: 2572 PG: 182

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"EXHIBIT E"
DEVELOPMENT SCHEDULE

1. The DEVELOPER desires to begin construction/renovation of the DEVELOPMENT immediately.

2. Should the construction of the off-site facilities not commence four years after the execution hereof, or if the construction of the off-site facilities has not been completed within five years, after the execution hereof, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) days of written notice to DEVELOPER.

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"EXHIBIT F"
ANNEXATION ELEMENT

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

"EXHIBIT G"
UTILITY FEE PAYMENT ELEMENT

1. Connection Fee Assessment:

   a. Connection fees area assessed as Equivalent Residential Units (ERU). An ERU is defined as 200 gallons per day for wastewater or 24 fixture units per ERU. The current connection fee rate at the time of execution of this AGREEMENT $1728 for wastewater. This rate is subject to change. Connection fee rates are the rate at time of payment.

   b. The sewer connection fee is estimated as follows:

	Flow (gpd)	Total ERUs	Total Fees
Sewer Connection Fees			
6 commercial units	1200	6.0	$10,368.00
Sewer Hookup Fee			$305.00
	Total Utility	Fees -	$10,673.00

* Units were accessed the minimum 1 ERU per unit initially. Additional connection fees my be accessed with occupancy is known.

2. Payment of Utility Fees

   All utility fees are due within 30 days of execution of this AGREEMENT or before approval of any building permit whichever is first.

<END>

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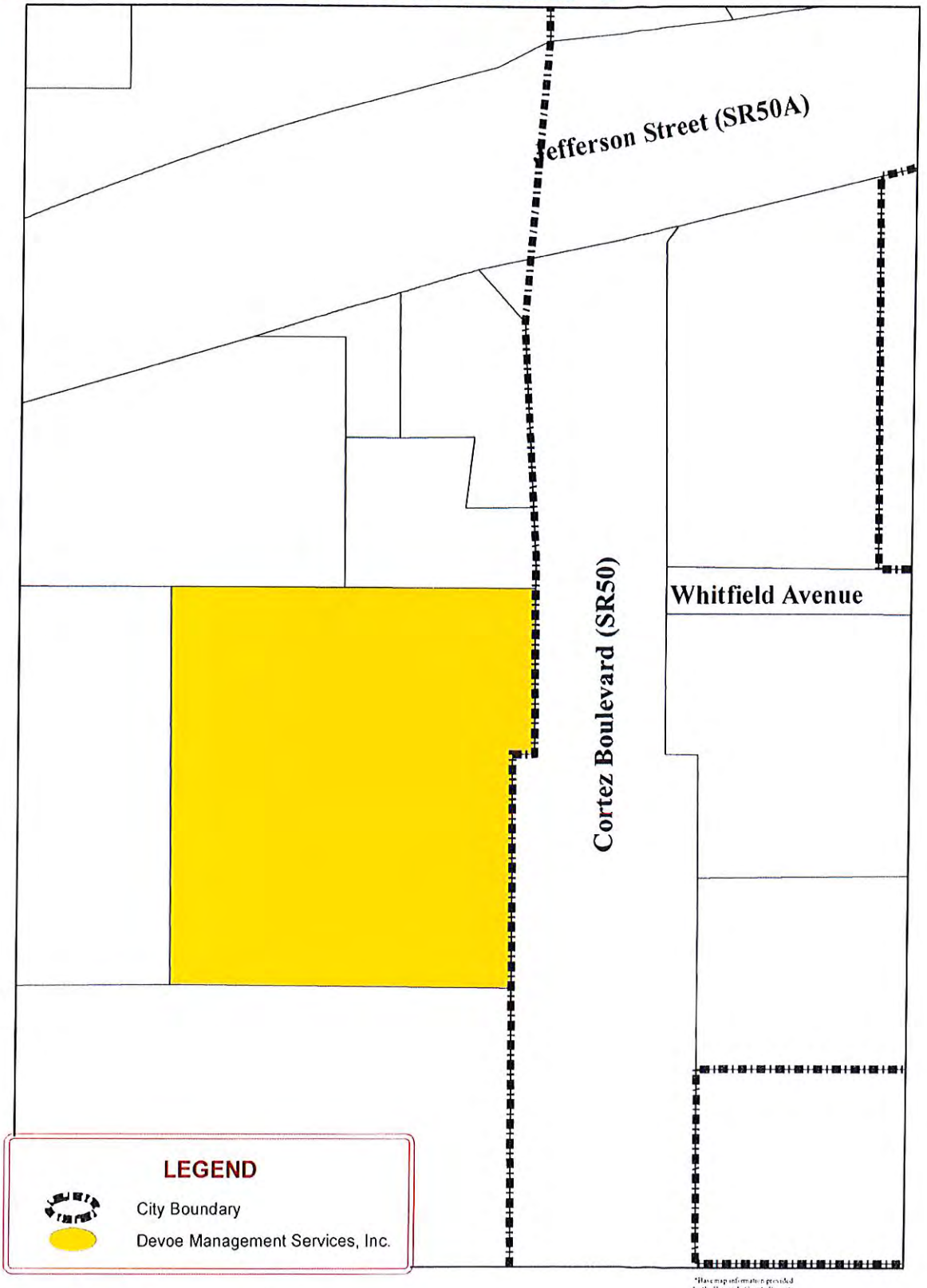
06/10/08 09:35:22 AM

Devoe Management Services Inc. Annexation
Petition - August 2015
Ord. No. 847- EXHIBIT "B"



*Base map information provided by the Hernando County Property Appraiser's office
Map created by the Brooksville Community Development Department
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon
C:\Esri\ArcMap Projects\Sea Gate Land Holdings Annexation 2010.mxd

City Council
AGENDA ITEM: H3
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR

FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 848—AX2015-01; CITY-INITIATED ANNEXATION FOR HOOTERS REAL ESTATE, LLC.

DATE: SEPTEMBER 21, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 2.99 acres and is located at the apex of Broad Street and Howell Avenue. On behalf of Hooters Real Estate, LLC., the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Annexation Element of the Utility Services Agreement dated May 1, 2013, and recorded in the public record at Book 3002, Page 915, the City is the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Commercial as per the adopted Hernando County Comprehensive Plan. Current zoning for the site is C-1 (General Commercial) and the property is developed with an approximately 9,500 square foot building occupied by a retail operation.

BUDGET IMPACT: This item will not impact the City's current operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 848. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an

appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 848 with Exhibit "A," Utility Service Agreement and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE August 8, 2015 FILE # AX2015-001

Please print or type all information.

PROPERTY OWNER

Name: Hooters Real Estate, LLC

Address: 11015 Main St.

City: Roscoe, IL 61073-8857

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated November 21, 2012 and recorded in the Public Records of Hernando County, Florida, Book 2975, page 1269.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 10395 Broad St.

Legal Description:

Commence at the ¼ corner of the South Boundary of Section 11, Township 22 South, Range 19 East, thence N 86°17'W, 303.88 feet along said South Boundary, thence N20°41'40" E 1105.18 feet along the center line of Alternate U.S. 41 (also known as State Road No. 45), thence South along the Center Line of U.S.41 1057.18 feet, thence N 86°17'W 87.50 feet to the Point of Beginning, LESS all existing road right-of-way.

Tax Parcel # R11 422 19 0000 0260 0000 Parcel Key # 00349180

Highway & Street Boundaries: Broad St., North of Brooksville (US41N)

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 3.0 acres
(c) TOTAL ACREAGE: 3.0 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: C-1/Commercial

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated November 21, 2012, and recorded in the Public Records of Hernando County in Plat Book 2975, page 1269, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 9/16/15 Owner Representative: Jennene Norman Vacha
T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 16th day of September, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated November 21, 2012, and recorded in the Public Records of Hernando County in Book 2975, page 1269, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

Commence at the ¼ corner of the South Boundary of Section 11, Township 22 South, Range 19 East, thence N 86°17'W, 303.88 feet along said South Boundary, thence N20°41'40" E 1105.18 feet along the center line of Alternate U.S. 41 (also known as State Road No. 45), thence South along the Center Line of U.S.41 1057.18 feet, thence N 86°17'W 87.50 feet to the Point of Beginning, LESS all existing road right-of-way.

Tax Parcel # R11 422 19 0000 0260 0000 Parcel Key # 00349180

See attached the Irrevocable Power of Attorney (to annex land)

Date: 9/16/15 Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Bill Geiger
Print Name BILL GEIGER

Signature Martha Rittinger
Print Name Martha Rittinger

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

Commence at the ¼ corner of the South Boundary of Section 11, Township 22 South, Range 19 East, thence N 86°17'W, 303.88 feet along said South Boundary, thence N20°41'40" E 1105.18 feet along the center line of Alternate U.S. 41 (also known as State Road No. 45), thence South along the Center Line of U.S.41 1057.18 feet, thence N 86°17'W 87.50 feet to the Point of Beginning, LESS all existing road right-of-way.

Tax Parcel # R11 422 19 0000 0260 0000 Parcel Key # 00349180

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated November 21, 2012, and recorded in the Public Records of Hernando County in Book 2975, page 1269, do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 9/16/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 16th day of September, 2015 by Jennene Norman-Lucha, who is personally known to me or who has produced _____ as identification.

Jennifer Battista
SIGNATURE OF NOTARY

NOTARY SEAL/STAMP

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that Hooters Real Estate, LLC. is the owner(s) of the herein described property, to-wit:

Legal Description:

Commence at the ¼ corner of the South Boundary of Section 11, Township 22 South, Range 19 East, thence N 86°17'W, 303.88 feet along said South Boundary, thence N20°41'40" E 1105.18 feet along the center line of Alternate U.S. 41 (also known as State Road No. 45), thence South along the Center Line of U.S.41 1057.18 feet, thence N 86°17'W 87.50 feet to the Point of Beginning, LESS all existing road right-of-way.

Tax Parcel # R11 422 19 0000 0260 0000 Parcel Key # 00349180

T. Jennene Norman Vacha
Owner or Representative

ORDINANCE NO. 848

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Teramore Development, LLC, former owner of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Hooters Real Estate, LLC, is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Teramore Development, LLC, entered into a Utility Service Agreement (the "Agreement") with the City dated May 1, 2013 and recorded in the public record at Book 3002, page 903 – 916 and the Irrevocable of Attorney dated November 21, 2012, and recorded in the public record at Book 2975, Page 1269; and, that certain Irrevocable Power of Attorney

WHEREAS, Teramore Development, LLC, appointed the City as its duly authorized representative for instituting an annexation petition and it irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said the Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard in a quasi-judicial proceeding; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Hooters Real Estate, LLC, into the City of Brooksville, Florida, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated November 21, 2012, attached as Exhibit A and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Hooters Real Estate, LLC, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Hooters Real Estate, LLC for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, and is more particularly described in this section is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Commence at the ¼ corner of the South Boundary of Section 11, Township 22 South, Range 19 East, thence N 86°17'W, 303.88 feet along said South Boundary, thence N 20°41'40" E 1105.18 feet along the center line of Alternate U.S. 41 (also known as State Road No. 45), thence South along the Center Line of U.S.41 1057.18 feet, thence N 86°17' W 87.50 feet to the Point of Beginning, LESS all existing road right-of-way.

Key #00349180
Parcel #R11 422 19 0000 0260 0000

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSIVLLE, FLORIDA

Attest: _____
Janet Kato, Deputy City Clerk

By: _____
Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the _____ day of _____, 20___.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the _____ day of _____, 20__.

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemmerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

14/2

EXHIBIT A

Instr #2013026527 BK:3002 Pages:903 - 916
Filed & Recorded 5/10/2013 9:42:26 AM, Rec Fees: $120.50

Don Barbee Jr, HERNANDO County Clerk of Court
TLM Deputy Clk

UTILITY SERVICE AGREEMENT
between
The City of Brooksville
and
Teramore Development, LLC

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 12 day of May, 2013, between the **City of Brooksville, Florida,** a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and **Teramore Development, LLC** incorporated under the laws of the State of Florida, hereinafter referred to as the "DEVELOPER". For and in consideration of Ten Dollars ($10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the DEVELOPER desires to build and operate a retail store on real property that is outside the corporate limits of the City of Brooksville, but is within the CITY's service area. The legal description is described in "Exhibit A", attached hereto, (herein "PROPERTY"). The development plan is described in "Exhibit B", attached hereto, (herein DEVELOPMENT).

WHEREAS, the DEVELOPER is desirous of building and operating said facility;

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

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

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

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

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

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

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

1. The WHEREAS recitals herein are true and correct.

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

   "Exhibit A" Legal Description
   "Exhibit B" Development Plan
   "Exhibit C" Wastewater Element
   "Exhibit D" Water Element
   "Exhibit E" Development Schedule
   "Exhibit F" Annexation Element
   "Exhibit G" Utility Fee Payment Element

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

For the DEVELOPER: Josh Hufstetler
P.O. Box 6460
Thomasville, GA 31758

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

With copy to: Jim Fisher
The Hogan Law Firm, LLC
20 S. Broad Street
Brooksville, Florida 34601

4. The CITY and DEVELOPER acknowledge that the AGREEMENT provides terms which constitute the CITY'S response to the DEVELOPER'S request for utility services from the CITY. The availability of such services is based upon and subject to the terms of the AGREEMENT and applicable regulations and regulatory approval by other governmental agencies if and as required.

5. The AGREEMENT may not be changed orally. Amendment hereto shall be in writing and signed by the parties.

6. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of the AGREEMENT or the paragraphs or provisions herein.

7. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of the AGREEMENT.

8. Neither party shall declare the other in default of any provisions of the AGREEMENT without giving the other party at least thirty (30) days

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

9. The terms and provisions of the AGREEMENT shall be a commitment and obligation which shall not only bind the present DEVELOPER of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the DEVELOPER.

10. The AGREEMENT will be in full force and effect for a term of 50 years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided herein.

11. The DEVELOPER shall reimburse the CITY for any costs incurred by the CITY to record the AGREEMENT in the official record books of Hernando County. Connection to the CITY'S Utility System will not be authorized until these recording costs are paid to the CITY.

12. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause including and/or similar to the following which is beyond the reasonable control of the party from who the affecter performance was due to an act of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government of individuals or the public.

13. In the event DEVELOPER notifies CITY that services are no longer required by DEVELOPMENT, or the facilities are not operated and maintained by DEVELOPER as required herein service may be discontinued at CITY'S option upon ninety (90) days notice to DEVELOPER.

14. The AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this AGREEMENT will be Hernando County, Florida. The prevailing party in any litigation arising out of this AGREEMENT will be entitled to cost and reasonable attorney fees.

15. The AGREEMENT is predicated on the representation by the DEVELOPER that the specific use of the DEVELOPMENT is as stated herein. The CITY may require an amendment to the AGREEMENT or a separate agreement in the event of a change in scope of the DEVELOPMENT.

16. The CITY agrees to provide utility service only for the DEVELOPMENT as described herein. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT, compliance with all applicable regulations, and all required permits being issued.

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

18. This commitment is subject to the prompt payment of CITY'S fees for water and wastewater services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.

19. The DEVELOPER hereby affirms that it has the legal authority to construct the DEVELOPMENT as indicated in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of May, 2013.

FOR THE DEVELOPER

Teramore Development, LLC

By: _____
Josh Hufstetler

STATE of ~~Florida~~ Georgia
COUNTY of Thomas

The forgoing instrument was acknowledged before me this 28th day of March, 2013 A.D., by Teramore Development, LLC, Josh Hufstetler, an individual who is personally known to me or who has produced the following as identification.

_____

Jessica S. Cheney
(Signature of Notary Public)

Jessica S. Cheney
(Printed Name of Notary Public)

JESSICA S. CHENEY NOTARY PUBLIC EXPIRES GEORGIA JULY 10, 2016 THOMAS COUNTY, GA

FOR THE CITY

City of Brooksville, Florida

By: _____
T. Jennene Norman-Vacha,
City Manager

ATTEST:

_____
Janice Peters,
City Clerk

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

_____
Jim Fisher,
City Attorney

Approved as to technical content and City requirements.

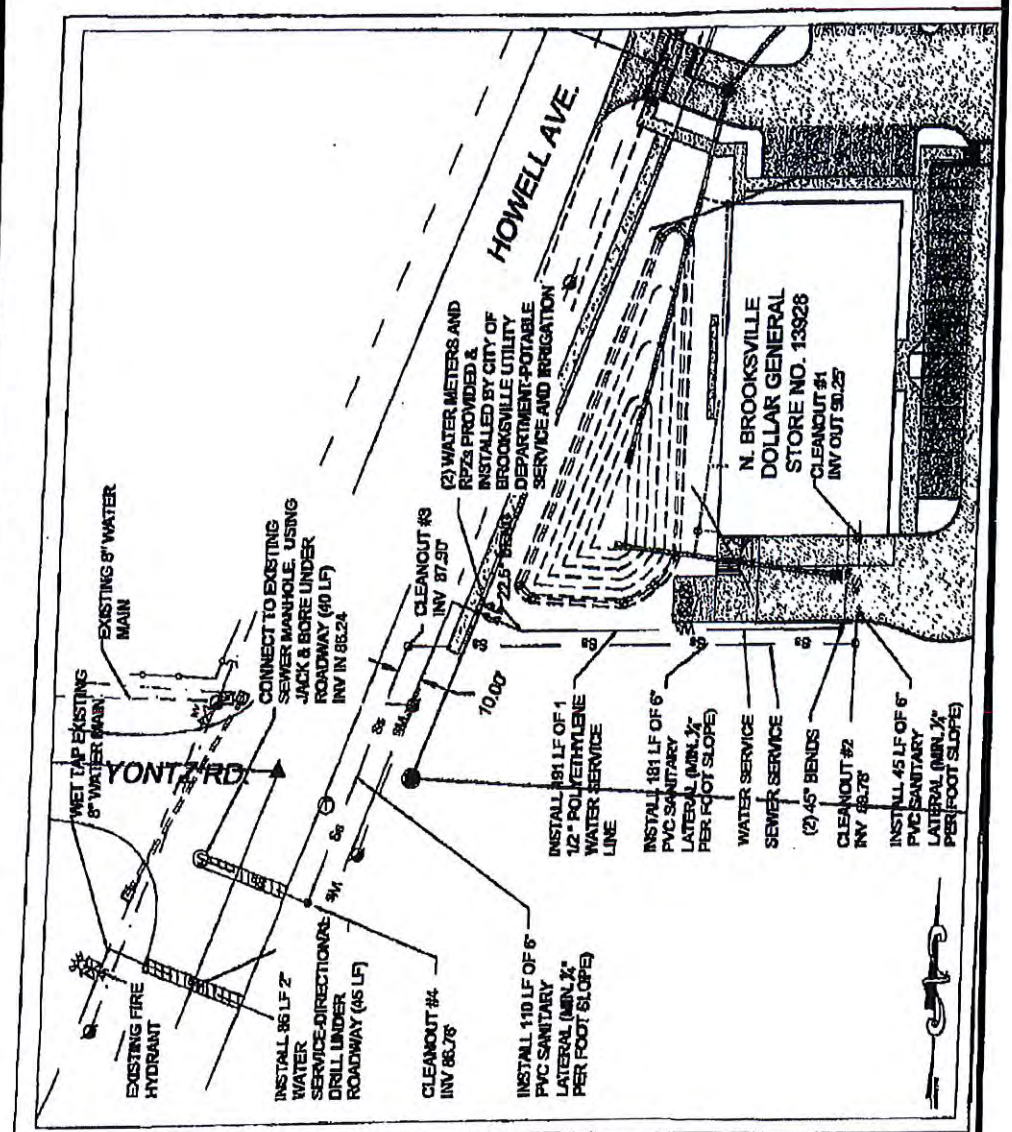
_____
Will Smith, Utilities Supt.

"EXHIBIT A"
LEGAL DESCRIPTION

Commence at the ¼ corner of the South Boundary of Section 11, Township 22 South, Range 19 East, thence N 86°17' W, 303.88 feet along said South Boundary, thence N 20°41'40" E 1105.18 feet along the center line of Alternate U.S. 41 (also known as State Road No. 45), thence South along the Center Line of U.S. 41 1057.18 feet, thence N 86°17' W 87.50 feet to the Point of Beginning, LESS all existing road right-of-way.
Folio No. 00349180F

"EXHIBIT B"

DEVELOPMENT PLAN



"EXHIBIT C"
WASTEWATER ELEMENT

1. The DEVELOPER is hereby requesting sanitary sewer service from the CITY. The DEVELOPER agrees, at his own expense to install on-site piping to the point of connection for the sole purpose of providing wastewater service to the DEVELOPMENT .

2. The point of connection will be at an existing sewer manhole using a jack and bore method under Howell Avenue for a gravity connection to the DEVELOPMENT. The CITY sewer manhole is located at the intersection of Yontz Road and Howell Avenue. The DEVELOPER will install this connection. The off-site maintenance will be the responsibility of the DEVELOPER.

3. The parties agree that wastewater facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the property.

4. The DEVELOPER agrees to provide the CITY full access to the DEVELOPMENT to inspect the site for surface water intrusion.

5. The CITY represents and warrants that provided the DEVELOPER constructs the wastewater improvements described above, the CITY will have wastewater capacity to provide service to the DEVELOPMENT, as contemplated by this Agreement.

6. The DEVELOPER agrees that all wastewater facilities will be designed and constructed in accordance with CITY Code and CITY standards as they exist at the effective date of the AGREEMENT.

"EXHIBIT D"
WATER ELEMENT

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

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

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

B. WATER SUPPLY

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

C. WATER DISTRIBUTION:

1. The DEVELOPER will be supplied potable water by connection to an existing CITY water line in the west right-of-way of Howell Avenue. The DEVELOPER will install a two (2) inch water line as indicated on Exhibit B. All off-site water facilities installed by the DEVELOPER from connection to the CITY water line will owned and maintained by the CITY. All water facilities within the DEVELOPMENT, and installed by the DEVELOPER will remain the property and maintenance responsibility of the DEVELOPER.

2. The DEVELOPER, at its own expense, agrees to install all service lines, backflow devices as applicable and appurtenances, sized to be sufficient to provide water service within the DEVELOPMENT as shall be approved by the CITY. Said facilities will remain the property of the DEVELOPER.

D. METERING: The DEVELOPMENT shall be supplied potable water by the installation of a meter and reduced pressure backflow device near the property line as approved by the City. The CITY agrees to install the meter and backflow device for the normal hookup fees. The backflow device will remain the property and maintenance responsibility of the DEVELOPER. The CITY agrees to maintain the meter in good working order.
The DEVELOPMENT shall be supplied potable water for irrigation by the installation of a meter and reduced pressure backflow device near the property line as approved by the City. The CITY agrees to install the meter and backflow device for the normal hookup fees. The backflow device will remain the property and maintenance responsibility of the DEVELOPER. The CITY agrees to maintain the meter in good working order.

E. CITY INSTALLED BACKFLOW DEVICE: If a backflow device is installed by the CITY for the DEVELOPER it will become the property and maintenance responsibility of the DEVELOPER upon final installation.

F. MAINTENANCE OF INSTALLED FACILITIES: The parties agree that water facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the property.

G: DESIGN AND PERMITTING STANDARDS: The DEVELOPER agrees that all water system design, permitting and construction shall comply with the rules, requirements, recommendation and specifications of the CITY, the American Water Works Association, the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY.

"EXHIBIT E"
DEVELOPMENT SCHEDULE

As soon as all CITY permitting requirements have been satisfied, the DEVELOPER plans to begin.

	Completion
DEVELOPMENT	Summer 2013

Should the project be delayed for more than four (4) years from the date of this agreement or this schedule the CITY may withdraw any commitment to provide services in accordance with the provisions of this agreement and applicable City Code in affect at the time.

"EXHIBIT F"
ANNEXATION ELEMENT

Y
2
ROC

IRREVOCABLE POWER OF ATTORNEY

That TERAMORE DEVELOPMENT, LLC have made, constituted and appointed and by these presents do make, constitute and appoint the CITY of BROOKSVILLE or its duly authorized representative thereof as our true and lawful attorney for us in and our name, place and stead to act as our attorney in fact for the purpose of annexing into the CITY of BROOKSVILLE pursuant to Section 171.004, Florida Statutes

The said property being legally described as follows, to-wit:

Commence at the ¼ corner of the South Boundary of Section 11, Township 22 South, Range 19 East, thence N 86°17' W, 303.88 feet along said South Boundary, thence N 20°41'40" E 1105.18 feet along the center line of Alternate U.S. 41 (also known as State Road No. 45), thence South along the Center Line of U.S. 41 1057.18 feet, thence N 86°17' W 87.50 feet to the Point of Beginning, LESS all existing road right-of-way. Folio No. 00349180F

We do hereby give and grant to the CITY of BROOKSVILLE this our Irrevocable Power of Attorney to do a voluntary annexation by the City of the above described property at such time as the CITY of BROOKSVILLE shall in its sole discretion petition to annex the above described property into the CITY of BROOKSVILLE. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accord with this grant of authority.

That this Power of Attorney shall remain in force and effect for a period of Forty-nine (49) years, from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties herein that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as herein above set forth.

IN WITNESS HEREOF, we have set our hands and seals this 21st day of November 2012.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness: [signature] Grantor: [signature] (LS)

Print Name: [illegible] Print Name:

Witness: [signature] Grantor: (LS)

Print Name: Eli Swushansian Print Name:

ACKNOWLEDGMENT

STATE OF Georgia, COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 21st day of November, 2012 A.D. by the above person(s) Josh Hutsteiner, who is personally known to me or who has produced _____ as identification and who (DID) (DID NOT) take an oath

Jessica S. Cheney
Signature of Notary

Print, Type, Or Stamp Commission

JESSICA S. CHENEY NOTARY EXPIRES GEORGIA JULY 10, 2010 PUBLIC THOMAS COUNTY, GA

Recorded and Return to:
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

F Edamp Cadd Drops Power of Attorney [illegible]

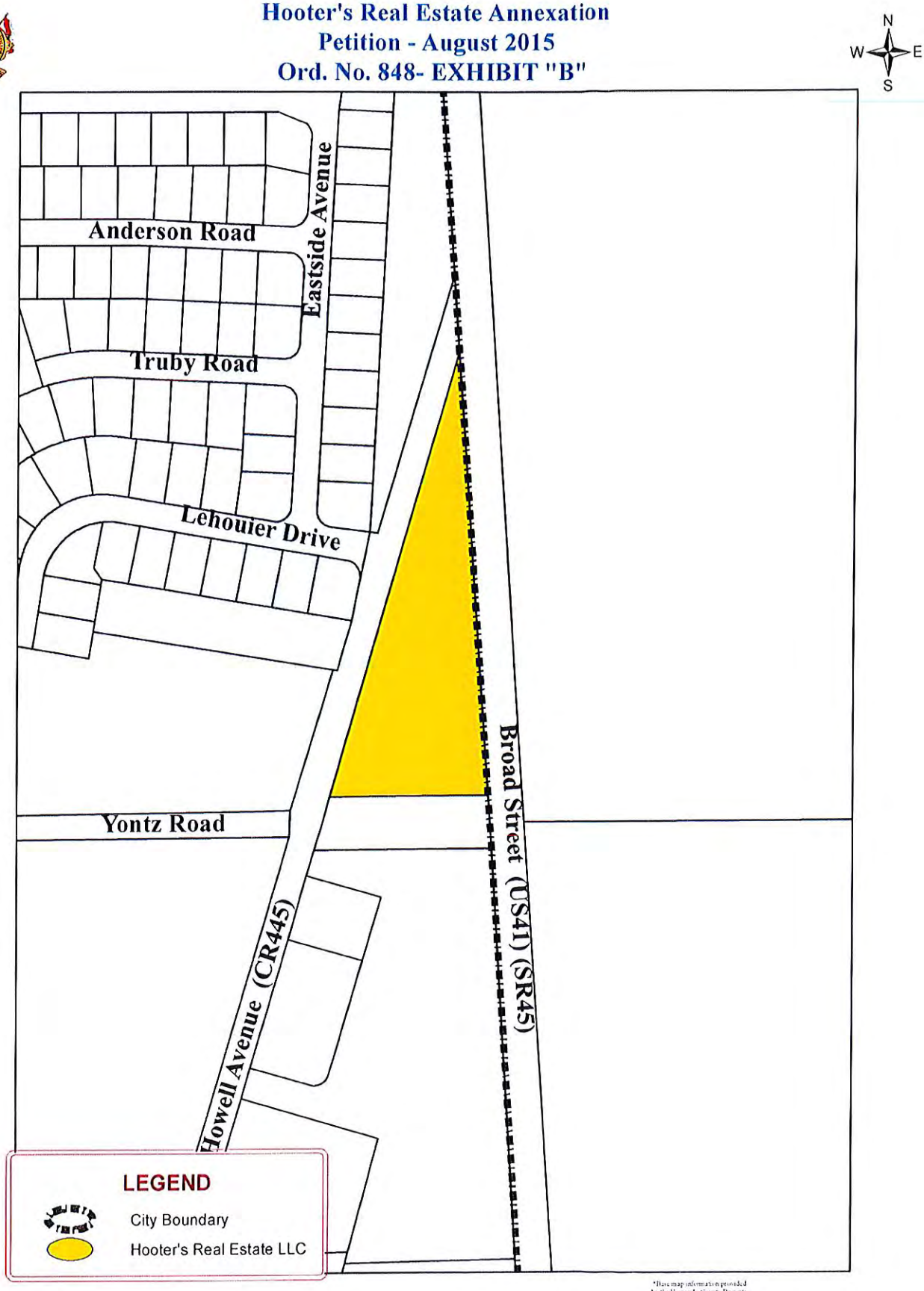
Instr #2013007009 BK 2975 Pages 1269 - 1269
Filed & Recorded 2/7/2013 9:41:54 AM, Rec Fees: $10.00

"EXHIBIT G"
UTILITY FEE PAYMENT ELEMENT

Water Impact Fee	$5,846.40
Sewer Impact Fee	$2,592.00
2" water meter hook-up fee with RPZ	$1305.00
1" Irrigation meter hook-up fee with RPZ	$690.00
Sewer Hook-up Fee	$270.00
TOTAL UTILITY FEES	**$10,703.40**

Utility fees are based on water usage. It is estimated that the DEVELOPMENT will use up to 300 gallons per day. Utility fees for irrigation are based on water usage of 1886 gallons average daily flow. Total water usage is 2,186 gallons per day for the DEVELOPMENT.

Hooter's Real Estate Annexation
Petition - August 2015
Ord. No. 848- EXHIBIT "B"



*Base map information provided by the Hernando County Property Appraiser's office
Map created by the Brooksville Community Development Department
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon
I:\Fire\ArcMap\Projects\Sea Gate Land Holdings Annexation 2010.mxd

City Council
AGENDA ITEM: H4
September 21, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR

FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 849—AX2015-03; CITY-INITIATED ANNEXATION FOR JOHN D. SIMS, SR. AND PATRICIA A. SIMS

DATE: SEPTEMBER 21, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 4.89 acres and is located at 1505 West Jefferson Street, approximately 700 feet east of Cortez Boulevard. On behalf of John D. Sims, Sr. and Patricia A. Sims, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Irrevocable Power of Attorney dated March 14, 2005 and recorded in the public record at Book 2081, Page 1027, the City is the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. Current zoning for the site is C-2 (Highway Commercial) and the property is developed with an approximately 45,450 square-foot building that houses a furniture sales and warehouse operation.

BUDGET IMPACT: This item will not impact the City's current operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 849. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an

appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

ATTACHMENTS:
1. Annexation Petition
2. Proposed Ordinance No. 849 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE August 6, 2015 FILE # AX2015-03

Please print or type all information.

PROPERTY OWNER

Name: Sims, John D. Sr. and Patricia A.

Address: 1505 W. Jefferson St.

City: Brooksville, Florida, 34601

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated March 14, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2081, page 1027.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 1505 W. Jefferson St.

Legal Description:

Beginning at the SE corner of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, go thence West (Reference bearing) along the North line of Whitfield Ave. (Previously known as Lockhart Avenue) a distance of 590.24 feet; thence N 00°30' W, a distance of 369.0 feet, to a point on the Southerly R/W line of State Road 50A (as it now exists); thence East along the said Southerly R/W line of State Road 50A, a distance of 590.24 feet; thence S 00°30' E, along the East line of Said Block "T", a distance of 369.0 feet to the POINT OF BEGINNING. Said lands lying in and being a part of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, and containing (5) acres therein, more or less.

Tax Parcel # R20 222 19 2740 00T0 0050 Parcel Key # 00137122

Highway & Street Boundaries: lying S. of SR 50 (W. Jefferson St.)

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 4.90
(c) TOTAL ACREAGE: 4.90

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: C-2/Residential

Submittal Requirements

*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 14, 2005, and recorded in the Public Records of Hernando County in Plat Book 4, Page 1, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 9/16/15 Owner Representative: Jennene Norman Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 16th day of September, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER L. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 14, 2005, and recorded in the Public Records of Hernando County in Plat Book 4, Page 1, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

Beginning at the SE corner of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, go thence West (Reference bearing) along the North line of Whitfield Ave. (Previously known as Lockhart Avenue) a distance of 590.24 feet; thence N 00°30' W, a distance of 369.0 feet, to a point on the Southerly R/W line of State Road 50A (as it now exists); thence East along the said Southerly R/W line of State Road 50A, a distance of 590.24 feet; thence S 00°30' E, along the East line of Said Block "T", a distance of 369.0 feet to the POINT OF BEGINNING. Said lands lying in and being a part of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, and containing (5) acres therein, more or less.

Key #00137122
Parcel #R20 222 19 2740 00T0 0050

See attached the Irrevocable Power of Attorney (to annex land)

Date: 9/16/15 Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Bill Geiger
Print Name BILL GEIGER

Signature Marna Rittinger
Print Name Marna Rittinger

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

Beginning at the SE corner of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, go thence West (Reference bearing) along the North line of Whitfield Ave. (Previously known as Lockhart Avenue) a distance of 590.24 feet; thence N 00°30' W, a distance of 369.0 feet, to a point on the Southerly R/W line of State Road 50A (as it now exists); thence East along the said Southerly R/W line of State Road 50A, a distance of 590.24 feet; thence S 00°30' E, along the East line of Said Block "T", a distance of 369.0 feet to the POINT OF BEGINNING. Said lands lying in and being a part of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, and containing (5) acres therein, more or less.

Key #00137122
Parcel #R20 222 19 2740 00T0 0050

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 14, 2005, and recorded in the Public Records of Hernando County in Plat Book 4, Page 1, do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 9/16/15 Owner Representative: Jennene Norman Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 16th day of September 2015 by Lenene Norman-Vacla who is personally known to me or who has produced _____ as identification.

Jennifer J Battista
SIGNATURE OF NOTARY

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
NOTARY SEAL/STAMP

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that John D. Sims, Sr., and Patricia A. Sims are the owner(s) of the herein described property, to-wit:

Legal Description:

Beginning at the SE corner of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, go thence West (Reference bearing) along the North line of Whitfield Ave. (Previously known as Lockhart Avenue) a distance of 590.24 feet; thence N 00°30' W, a distance of 369.0 feet, to a point on the Southerly R/W line of State Road 50A (as it now exists); thence East along the said Southerly R/W line of State Road 50A, a distance of 590.24 feet; thence S 00°30' E, along the East line of Said Block "T", a distance of 369.0 feet to the POINT OF BEGINNING. Said lands lying in and being a part of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, and containing (5) acres therein, more or less.

Key #00137122
Parcel #R20 222 19 2740 00T0 0050

Jennene Norman Vacha
Owner or Representative

ORDINANCE NO. 849

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, John D. Sims, Sr., and Patricia A. Sims, the owners of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, have authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, John D. Sims, Sr., and Patricia A. Sims are the sole owners of the Property in the area proposed to be annexed; and,

WHEREAS, John D. Sims, Sr., and Patricia A. Sims entered into that certain Irrevocable Power of Attorney (the "Agreement") with the City dated March 14, 2005 and recorded in the public record at Book 2081, Page 1027; and,

WHEREAS, John D. Sims, Sr., and Patricia A. Sims appointed the City as its duly authorized representative for instituting an annexation petition and it irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said the Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard in a quasi-judicial proceeding; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by John D. Sims, Sr., and Patricia A. Sims into the City of Brooksville, Florida, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated March 14, 2005, attached as Exhibit A and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, John D. Sims, Sr., and Patricia A. Sims, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of John D. Sims, Sr., and Patricia A. Sims for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, and is more particularly described in this section is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Legal Description

Beginning at the SE corner of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, go thence West (Reference bearing) along the North line of Whitefield Ave. (Previously known as Lockhart Avenue) a distance of 590.24 feet; thence N 00°30' W, a distance of 369.0 feet, to a point on the Southerly R/W line of State Road 50A (as it now exists); thence East along the said Southerly R/W line of State Road 50A, a distance of 590.24 feet; thence S 00°30' E, along the East line of Said Block "T", a distance of 369.0 feet to the POINT OF BEGINNING. Said lands lying in and being a part of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, and containing (5) acres therein, more or less.

Key #00137122
Parcel #R20 222 19 2740 00T0 0050

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be

required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance, which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSIVLLE, FLORIDA

Attest: _____
Janet Kato, Deputy City Clerk

By: _____
Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the _____ day of _____, 20___.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the _____ day of _____, 20__.

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemmerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

Prepared by:

EXHIBIT A

Doc# 2005070260
Hernando County, Florida
08/12/2005 10:18AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2081 PG: 1027

City of Brooksville
Community Development Department
201 Howell Avenue
Brooksville, FL 34601
(352) 544-5430

IRREVOCABLE POWER OF ATTORNEY

John D. Sims, Sr. and Patricia A. Sims have made, constituted and appointed and by these presents do make, constitute and appoint the CITY of BROOKSVILLE or its duly authorized representative thereof as our true and lawful attorney for us and in our name, place and stead to act as our attorney in fact for the purpose of annexing property into the CITY of BROOKSVILLE pursuant to Section 171.004, Florida Statutes.

The said property being legally described as follows, to-wit:

See Attached Exhibit "A"

We do hereby give and grant to the CITY of BROOKSVILLE this, our Irrevocable Power of Attorney, to do a voluntary annexation by the CITY of BROOKSVILLE of the above described property at such time as the CITY of BROOKSVILLE shall, in its sole discretion, petition to annex the above described property into the CITY of BROOKSVILLE. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accord with this grant of authority.

This Power of Attorney shall remain in force and effect for a period of Fifteen(15) Years from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties herein that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as herein above set forth.

IN WITNESS HEREOF, we have set our hands and seals this 14 day of March, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

B Jean Hedrick
Witness
Print name: B Jean Hedrick

John D. Sims, Sr.
John D. Sims, Sr.

T. Cunningham
Witness
Print name: Theresa Cunningham

Patricia A. Sims
Patricia A. Sims

B Jean Hedrick
Witness
Print name: B Jean Hedrick

T. Cunningham
Witness
Print name: Theresa Cunningham

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF HERNANDO

Execution of the foregoing instrument was acknowledged before me this 14 day of MARCH, 2005 A.D., by John D. Sims, Sr., who is personally known to me X or who has produced _____ as identification and who (DID) (DID NOT) take an oath.

(SEAL) Joan B. Rolph
Commission # DD096274
Expires March 10, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Joan B. Rolph
Notary Public, State of Florida
My commission expires: 3-10-06

STATE OF FLORIDA
COUNTY OF HERNANDO

Execution of the foregoing instrument was acknowledged before me this 14 day of MARCH, 2005 A.D., by Patricia A. Sims, who is personally known to me X or who has produced _____ as identification and who (DID) (DID NOT) take an oath.

(SEAL)

Joan B. Rolph
Commission # DD096274
Expires March 10, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Joan B. Rolph
Notary Public, State of Florida
My commission expires: 3-10-06

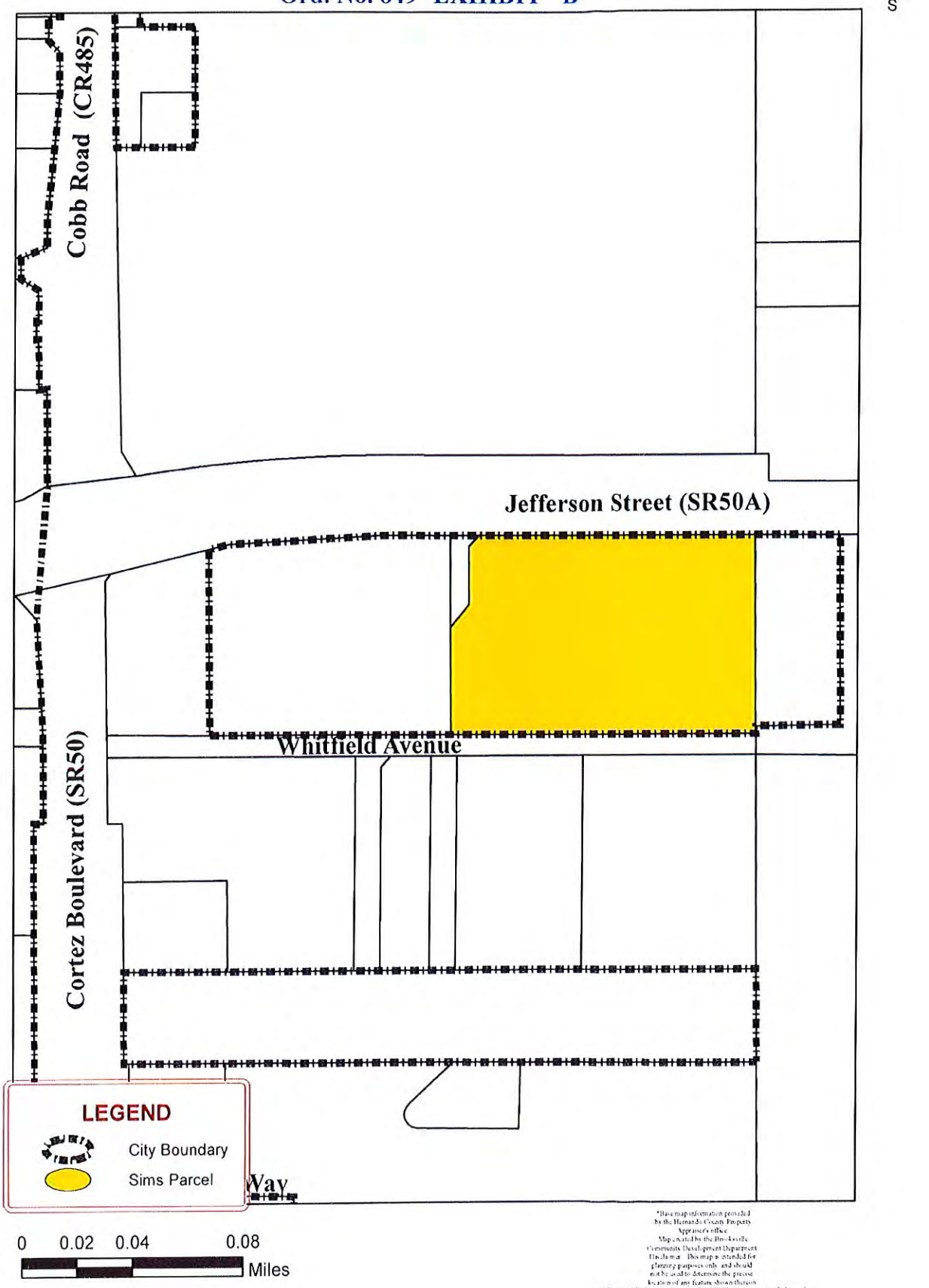
Record and Return To
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
(352) 544-5407

Exhibit "A"

Beginning at the SE corner of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, page 1, Public Records of Hernando County, Florida, go thence West (Reference bearing) along the North line of Whitfield Avenue (Previously known as Lockhart Avenue)a distance of 590.24 feet; thence N 00° 30' W, a distance of 369.0 feet, to a point on the Southerly R/W line of State Road 50A (as it now exists); thence East along the said Southerly R/W line of State Road 50A, a distance of 590.24 feet; thence S 00° 30' E, along the East line of said Block "T", a distance of 369.0 feet to the POINT OF BEGINNING. Said lands lying in and being a part of Block "T", MOUNTAIN PARK SUBDIVISION, as recorded in Plat Book 4, Page 1, Public Records of Hernando County, Florida, and containing five (5) acres therein, more or less.

Parcel ID No. R20 222 19 2740 00T0 0050
Hernando County Property Appraiser Parcel Key No. 00137122

Sims Annexation
Petition - August 2015
Ord. No. 849- EXHIBIT "B"



*Base map information provided by the Hernando County Property Appraiser's office
Map created by the Brooksville Community Development Department
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon

CORRESPONDENCE TO NOTE

REGULAR COUNCIL MEETING – September 21, 2015

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

1. TYPE: Memorandum
   DATED: August 18, 2015
   RECEIVED FROM: Hernando County Sheriff's Office
   ADDRESSED TO: City Manager T. Jennene Norman-Vacha
   SUBJECT: FEMA Approval/Local Mitigation Strategy Plan

2. TYPE: Letter
   DATED: August 24, 2015
   RECEIVED FROM: Southern Hills Plantation I CDD
   ADDRESSED TO: City Manager T. Jennene Norman-Vacha
   SUBJECT: Final Adopted Fiscal Year 2015/2016 Budget

3, TYPE: Letter
   DATED: August 24, 2015
   RECEIVED FROM: Southern Hills Plantation I CDD
   ADDRESSED TO: City Manager T. Jennene Norman-Vacha
   SUBJECT: Final Adopted Fiscal Year 2015/2016 Meeting Schedule

4. TYPE: Letter
   DATED: August 24, 2015
   RECEIVED FROM: Southern Hills Plantation III CDD
   ADDRESSED TO: City Manager T. Jennene Norman-Vacha
   SUBJECT: Final Adopted Fiscal Year 2015/2016 Budget

5. TYPE: Letter
   DATED: August 24, 2015
   RECEIVED FROM: Southern Hills Plantation III CDD
   ADDRESSED TO: City Manager T. Jennene Norman-Vacha
   SUBJECT: Final Adopted Fiscal Year 2015/2016 Meeting Schedule

6. TYPE: Letter
   DATED: September 1, 2015
   RECEIVED FROM: ISO Mary Jobst, BCEGS Community Mitigation
   ADDRESSED TO: City Manager T. Jennene Norman-Vacha
   SUBJECT: Building Code Effectiveness Grading Schedule Results

7. TYPE: Memorandum
   DATED: September 4, 2015
   RECEIVED FROM: Florida League of Cities, Inc.
   ADDRESSED TO: Key Officials/City Manager T. Jennene Norman-Vacha
   SUBJECT: Transmittal of Florida League of Cities' Resolutions

HERNANDO COUNTY SHERIFF'S OFFICE

INTEROFFICE MEMORANDUM 09-21-15P04:57 RCVD

TO: Jenene Norman-Vacha, City Manager

FROM: Cecilia Patella, Emergency Management Director CP

SUBJECT: FEMA Approval / Local Mitigation Strategy Plan

DATE: August 18, 2015

I am pleased to inform you that the Hernando County Local Mitigation Strategy (LMS) Plan has now received formal approval by the Federal Emergency Management Agency (FEMA). As described in the enclosed correspondence from the Florida Division of Emergency Management and FEMA, Hernando County's LMS Plan is approved for a period of five years beginning on September 13, 2015 and expiring on September13, 2020.

The City of Brooksville, as a participating jurisdiction that has adopted the plan, is included in the approval.

Should you have any questions, please feel free to contact me at (352) 754-4083.

CTN
09.21.15

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

August 10, 2015

Mr. Charles Morton
Hernando County Local Mitigation Strategy Chair
6991 East Richard Drive
Weeki Wachee, Florida 34607

Re: Local Hazard Mitigation Plan Approval Notification

Dear Mr. Morton:

Congratulations! The enclosed letter constitutes the Federal Emergency Management Agency's (FEMA) formal approval of the Hernando County Local Mitigation Strategy (LMS) plan for all of the participating jurisdictions.

Hernando County Unincorporated
City of Brooksville

The plan has been approved for a period of five (5) years and will expire again on September 13, 2020.

The mitigation planning unit would like to thank you for all of your hard work. It has been a pleasure working with you and we look forward to serving you in the future. If you have any questions regarding this matter, please contact Michael Wallick at 850-922-0325 or Michael.Wallick@em.myflorida.com.

Respectfully,

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/mw

Attachments: Hernando County Unincorporated, City of Brooksville FEMA approval letter

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

August 5, 2015

Mr. Miles Anderson
State Hazard Mitigation Officer
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Reference: Hernando County FL Multi-jurisdictional (MJ) Local Mitigation Strategy (LMS) Plan Update

Dear Mr. Anderson:

We are pleased to inform you that the Hernando County FL MJ Local Mitigation Strategy Plan Update is in compliance with the federal hazard mitigation planning requirements resulting from the Disaster Mitigation Act of 2000 as contained in 44 CFR 201.6. We have recently received from your office the following resolutions for inclusion within this plan in accordance with Program Administration by States (PAS) requirements, and subsequently concur that these communities be included under the approved Hernando County FL MJ LMS. The updated plan will become effective on September 13, 2015 and is therefore, approved for a period of five (5) years to September 13, 2020.

This plan approval extends to the following participating jurisdictions that provided a copy of their resolutions adopting the Hernando County MJ LMS plan:

- Hernando County (Unincorporated)
- City of Brooksville

The approved participating jurisdictions are hereby eligible applicants through the State for the following mitigation grant programs administered by the Federal Emergency Management Agency (FEMA):

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)

National Flood Insurance Program (NFIP) participation is required for some programs.

We commend the participants in the Hernando County Plan for the development of a solid, workable plan that will guide hazard mitigation activities over the coming years. Please note that all requests for funding will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted. For example, a specific mitigation activity or project identified in the plan may not meet the eligibility requirements for FEMA funding, and even eligible mitigation activities are not automatically approved for FEMA funding under any of the aforementioned programs.

We strongly encourage each Community to perform an annual review and assessment of the effectiveness of their hazard mitigation plan; however, a formal plan update is required at least every five (5) years. We also encourage each Community to conduct a plan update process within one (1) year of being included in a Presidential Disaster Declaration or of the adoption of major modifications to their local Comprehensive Land Use Plan or other plans that affect hazard mitigation or land use and development. When the plan is amended or revised, it must be resubmitted through the State as a "plan update" and is subject to a formal review and approval process by our office. If the plan is not updated prior to the required five (5) year update, please ensure that the draft update is submitted at least six (6) months prior to expiration of this plan approval.

The State and the participants in the Hernando County Plan should be commended for their close coordination and communications with our office in the review and subsequent approval of the plan. If you or Hernando County have any questions or need any additional information please do not hesitate to contact Gabriela Vigo of the Hazard Mitigation Assistance Branch at (229) 225-4546 or Linda L. Byers of my staff at (770) 220-5498.

Sincerely,

Robert E. Lowe, Chief
Risk Analysis Branch
Mitigation Division

SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

09-21-15P12:10 RCVD

August 24, 2015

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Re: Southern Hills Plantation I Community Development District
Final Adopted Fiscal Year 2015/2016 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2015/2016 budget (the "Final Adopted Budget") approved by the Board of Supervisors of the Southern Hills Plantation I Community Development District (the "Board"). Transmittal of the enclosed Final Adopted Budget is being made for purposes of disclosure and information and posting on the website of Hernando County (at least 30 days after adoption) pursuant to Section 189.016 (4), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Clifton Fischer
District Manager

Cc: Grady Miars, Chairman
Jennifer Kilinski, District Counsel

CTN
09.21.15

Budget Template
Southern Hills Plantation I Community Development
General Fund
Fiscal Year 2015/2016

	Chart of Accounts Classification	Budget for 2015/2016
1		
2	**REVENUES**	
3		
4	Interest Earnings	$ -
5	Special Assessments	
6	Tax Roll*	$ 249,054
7	Off Roll*	$ 36,530
8		
9	**TOTAL REVENUES**	**$ 285,584**
10		
11	Balance Forward from Prior Year	$ -
12		
13	**TOTAL REVENUES AND BALANCE FORWARD**	**$ 285,584**
14		
15	***Allocation of assessments between the Tax Roll and Off Roll are***	
16		
17	**EXPENDITURES - ADMINISTRATIVE**	
18		
19	Legislative	
20	Supervisor Fees	$ 4,100
21	Financial & Administrative	
22	Administrative Services	$ 3,600
23	District Management	$ 11,400
24	District Engineer	$ 15,000
25	Disclosure Report	$ 5,000
26	Trustees Fees	$ 4,100
27	Financial Consulting Services	$ 5,000
28	Accounting Services	$ 10,000
29	Auditing Services	$ 3,250
30	Arbitrage Rebate Calculation	$ 650
31	Public Officials Liability Insurance	$ 3,500
32	Legal Advertising	$ 500
33	Bank Fees	$ 500
34	Dues, Licenses & Fees	$ 175
35	Website Fees & Maintenance	$ 2,700
36	Legal Counsel	
37	District Counsel	$ 10,000
38		
39	**Administrative Subtotal**	**$ 79,475**
40		
41	**EXPENDITURES - FIELD OPERATIONS**	
42		
43	Electric Utility Services	
44	Street Lights	$ 17,675
45	Stormwater Control	
46	Lake/Pond Bank Maintenance	$ 57,000
47	Aquatic Maintenance	$ 41,000
48	Aquatic Plant Replacement	$ 5,000
49	Lake/Pond Repair	$ 10,000
50	Other Physical Environment	
51	General Liability Insurance	$ 380
52	Property Insurance	$ 3,954
53	Entry & Walls Maintenance	$ 2,500
54	Landscape Maintenance	$ 35,100
55	Holiday Decorations	$ 3,000
56	Irrigation Repairs & Maintenance	$ 9,500
57	Landscape Replacement Plants, Shrubs, Trees, Mulch	$ 7,000
58	Contingency	
59	Miscellaneous Contingency	$ 14,000
60		
61	**Field Operations Subtotal**	**$ 206,109**
62		
64		
65	**TOTAL EXPENDITURES**	**$ 285,584**
66		
67	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ -**
68		

Budget Template
Southern Hills Plantation I Community Development District
Debt Service
Fiscal Year 2015/2016

Chart of Accounts Classification	Series 2011A-1	Series 2011A-2	Budget for 2015/2016
REVENUES			
Special Assessments			
Net Special Assessments [1]	$530,216.02	$457,514.38	$987,730.40
TOTAL REVENUES	**$530,216.02**	**$457,514.38**	**$987,730.40**
EXPENDITURES			
Administrative			
Financial & Administrative			
Bank Fees			0
Debt Service Obligation	$530,216.02	$457,514.38	$987,730.40
Administrative Subtotal	**$530,216.02**	**$457,514.38**	**$987,730.40**
TOTAL EXPENDITURES	**$530,216.02**	**$457,514.38**	**$987,730.40**
EXCESS OF REVENUES OVER EXPENDITURES	**0**	**0**	**0**

Collection and Discount % applicable to the county: 8.0%

Gross assessments **$1,073,620.00**

Notes:

Tax Roll Collection Costs for Hernando County is 8.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[1] Maximum Annual Debt Service less Prepaid Assessments received

Southern Hills Plantation I Community Development District

FISCAL YEAR 2015/2016 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2015/2016 O&M Budget	$285,584.00
Hernando Co. 8% Collection Cost:	$24,833.39
2015/2016 Total:	**$310,417.39**

2014/2015 O&M Budget	$254,275.00
2015/2016 O&M Budget	$285,584.00
Total Difference:	**$31,309.00**

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2014/2015	2015/2016	$	%
Debt Service - Single Family 50' (Series 2011A-1)	$782.69	$782.69	$0.00	0.00%
Operations/Maintenance - Single Family 50'	$176.75	$198.51	$21.76	12.31%
Total	**$959.44**	**$981.20**	**$21.76**	**2.27%**
Debt Service - Single Family 65' (Series 2011A-1)	$877.59	$877.59	$0.00	0.00%
Operations/Maintenance - Single Family 65'	$229.77	$258.06	$28.29	12.31%
Total	**$1,107.36**	**$1,135.65**	**$28.29**	**2.55%**
Debt Service - Single Family 80' (Series 2011A-1)	$972.49	$972.49	$0.00	0.00%
Operations/Maintenance - Single Family 80'	$282.79	$317.62	$34.83	12.32%
Total	**$1,255.28**	**$1,290.11**	**$34.83**	**2.77%**
Debt Service - Single Family 100' (Series 2011A-1)	$1,098.01	$1,098.01	$0.00	0.00%
Operations/Maintenance - Single Family 100'	$353.49	$397.02	$43.53	12.31%
Total	**$1,451.50**	**$1,495.03**	**$43.53**	**3.00%**
Debt Service - Single Family 120' (Series 2011A-1)	$1,304.82	$1,304.82	$0.00	0.00%
Operations/Maintenance - Single Family 120'	$424.19	$476.42	$52.23	12.31%
Total	**$1,729.01**	**$1,781.24**	**$52.23**	**3.02%**
Debt Service - Club/Villa (Series 2011A-2)	$923.75	$923.75	$0.00	0.00%
Operations/Maintenance - Club/Villa	$159.07	$178.66	$19.59	12.32%
Total	**$1,082.82**	**$1,102.41**	**$19.59**	**1.81%**
Debt Service - Single Family 50' (Series 2011A-2)	$1,026.39	$1,026.39	$0.00	0.00%
Operations/Maintenance - Single Family 50'	$176.75	$198.51	$21.76	12.31%
Total	**$1,203.14**	**$1,224.90**	**$21.76**	**1.81%**
Debt Service - Single Family 65' (Series 2011A-2)	$1,150.84	$1,150.84	$0.00	0.00%
Operations/Maintenance - Single Family 65'	$229.77	$258.06	$28.29	12.31%
Total	**$1,380.61**	**$1,408.90**	**$28.29**	**2.05%**
Debt Service - Single Family 80' (Series 2011A-2)	$1,275.30	$1,275.30	$0.00	0.00%
Operations/Maintenance - Single Family 80'	$282.79	$317.62	$34.83	12.32%
Total	**$1,558.09**	**$1,592.92**	**$34.83**	**2.24%**
Debt Service - Single Family 100' (Series 2011A-2)	$1,439.89	$1,439.89	$0.00	0.00%
Operations/Maintenance - Single Family 100'	$353.49	$397.02	$43.53	12.31%
Total	**$1,793.38**	**$1,836.91**	**$43.53**	**2.43%**
Debt Service - Single Family 120' (Series 2011A-2)	$1,711.11	$1,711.11	$0.00	0.00%
Operations/Maintenance - Single Family 120'	$424.19	$476.42	$52.23	12.31%
Total	**$2,135.30**	**$2,187.53**	**$52.23**	**2.45%**
Debt Service - Golf Course	$0.00	$0.00	$0.00	0.00%
Operations/Maintenance - Golf Course	$353.49	$397.02	$43.53	12.31%
Total	**$353.49**	**$397.02**	**$43.53**	**12.31%**

SOUTHERN HILLS PLANTATION I

FISCAL YEAR 2015/2016 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		$285,584.00
COLLECTION COSTS @	8.0%	$24,833.39
TOTAL O&M ASSESSMENT		$310,417.39

LOT SIZE / Platted Parcels	UNITS ASSESSED (1) O&M	SERIES 2011A-1 DEBT SERVICE (2)	SERIES 2011A-2 DEBT SERVICE (2)	ALLOCATION OF O&M ASSESSMENT EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	TOTAL SERIES 2011A-1 DEBT SERVICE ASSESSMENT	TOTAL SERIES 2011A-2 DEBT SERVICE ASSESSMENT	PER LOT ANNUAL ASSESSMENT O&M	2011A-1 DEBT SERVICE (3)	2011A-2 DEBT SERVICE (3)	TOTAL (4)
Single Family 50'	46	46	0	1.00	46.00	2.94%	$9,131.44	$36,003.74	$0.00	$198.51	$782.69		$981.20
Single Family 65'	43	43	0	1.30	55.90	3.57%	$11,096.69	$37,736.37	$0.00	$258.06	$877.59		$1,135.65
Single Family 80'	341	338	0	1.60	545.60	34.89%	$108,306.83	$328,701.62	$0.00	$317.62	$972.49		$1,290.11
Single Family 100'	94	93	0	2.00	188.00	12.02%	$37,319.80	$102,114.93	$0.00	$397.02	$1,098.01		$1,495.03
Single Family 120'	57	55	0	2.40	136.80	8.75%	$27,156.11	$71,765.10	$0.00	$476.42	$1,304.82		$1,781.24
Club Villa	*5*	*0*	*5*	*0.90*	*4.50*	*0.29%*	*$893.29*	*$0.00*	*$4,618.75*	$178.66		*$923.75*	$1,102.41
Single Family 50'	*24*	*0*	*24*	*1.00*	*24.00*	*1.53%*	*$4,764.23*	*$0.00*	*$24,633.36*	$198.51		*$1,026.39*	$1,224.90
Single Family 65'	*99*	*0*	*95*	*1.30*	*128.70*	*8.23%*	*$25,548.18*	*$0.00*	*$109,329.80*	$258.06		*$1,150.84*	$1,408.90
Single Family 80'	*49*	*0*	*49*	*1.60*	*78.40*	*5.01%*	*$15,563.15*	*$0.00*	*$62,489.70*	$317.62		*$1,275.30*	$1,592.92
Single Family 100'	*38*	*0*	*38*	*2.00*	*76.00*	*4.86%*	*$15,086.73*	*$0.00*	*$54,715.82*	$397.02		*$1,439.89*	$1,836.91
Single Family 120'	*23*	*0*	*23*	*2.40*	*55.20*	*3.53%*	*$10,957.73*	*$0.00*	*$39,355.53*	$476.42		*$1,711.11*	$2,187.53
Platted Lots	**819**	**575**	**234**		**1339.10**	**85.63%**	**$265,824.20**	**$576,321.76**	**$295,142.96**				
Unplatted Lands		**Planned Units**											
Club Villa	*45*	*0*	*45*	*0.90*	*40.50*	*2.59%*	*$8,039.64*	*$0.00*	*$41,568.75*	$178.66		*$923.75*	$1,102.41
Single Family 50'	*79*	*0*	*79*	*1.00*	*79.00*	*5.05%*	*$15,682.26*	*$0.00*	*$81,084.81*	$198.51		*$1,026.39*	$1,224.90
Single Family 65'	*58*	*0*	*56*	*1.30*	*75.40*	*4.82%*	*$14,967.62*	*$0.00*	*$66,748.72*	$258.06		*$1,150.84*	$1,408.90
Single Family 80'	*10*	*0*	*10*	*1.60*	*16.00*	*1.02%*	*$3,176.15*	*$0.00*	*$12,753.00*	$317.62		*$1,275.30*	$1,592.92
Golf Course	*6.87*	*0*	*0*	*2.00*	*13.74*	*0.88%*	*$2,727.52*	*$0.00*	*$0.00*	$397.02		*$0.00*	$397.02
Total Unplatted	**199**	**0**	**192**		**224.64**	**14.37%**	**$44,593.20**	**$0.00**	**$202,155.28**				
Total District	**1018**	**575**	**426**		**1563.74**	**100.00%**	**$310,417.39**	**$576,321.76**	**$497,298.24**				
LESS: Hernando County Collection Costs and Early Payment Discount Costs							**($24,833.39)**	**($46,105.74)**	**($39,783.86)**				
Net Revenue to be Collected							**$285,584.00**	**$530,216.02**	**$457,514.38**				

PER ACRE ASSESSMENTS - UNPLATTED	O&M	2011A-1 DEBT	2011A-2 DEBT	TOTAL
UNPLAT BY ACREAGE *138.12* *131.25* *$44,593.20* *$0.00* *$202,155.28*	*$322.86*	*$0.00*	*$1,540.23*	*$1,863.09*

(1) Reflects 6 (six) Series 2011A-1 prepayments and 4 (four) Series 2011A-2 prepayments.

(2) Reflects the number of total lots with Series 2011A-1 and 2011A-2 debt outstanding.

(3) Annual debt service assessment per lot adopted in connection with the Series 2011A-1 and 2011A-2 bond issues. Annual assessment includes principal, interest, Hernando County collection costs and early payment discount costs.

(4) Annual assessment that will appear on November 2015 Hernando County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

-15P12:10 RCVD

August 24, 2015

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Re: Southern Hills Plantation I Community Development District
Fiscal Year 2015/2016 Meeting Schedule

Dear Sir/Madam:

Enclosed is a copy of Resolution 2015-06, designating dates, time and location for the regular meetings of the Board of Supervisors for Southern Hills Plantation I Community Development District for Fiscal Year 2015/2016, in accordance with Section 189.015(I) of the Florida Statues.

Sincerely,

Clifton Fischer
District Manager

Enclosure: Resolution 2015-06

OTN
09.21.15

RESOLUTION 2015-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Southern Hills Plantation I Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Hernando County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Community Affairs, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Hernando County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of August, 2015.

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2015/2016

October 15, 2015
November 19, 2015
December 17, 2015
January 21, 2016
February 18, 2016
March 17, 2016
April 21, 2016
May 19, 2016
June 16, 2016
July 21, 2016
August 18, 2016
September 15, 2016

All meetings will convene at 10:00 a.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601.

SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

August 24, 2015

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

15 P12:11 RCVD

Re: Southern Hills Plantation III Community Development District
Final Adopted Fiscal Year 2015/2016 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2015/2016 budget (the "Final Adopted Budget") approved by the Board of Supervisors of the Southern Hills Plantation III Community Development District (the "Board"). Transmittal of the enclosed Final Adopted Budget is being made for purposes of disclosure and information and posting on the website of Hernando County (at least 30 days after adoption) pursuant to Section 189.016 (4), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Clifton Fischer
District Manager

Cc: Grady Miars, Chairman
Jenifer Kilinski, District Counsel

CTN 09.21.15 Invoiced

Budget Template
Southern Hills Plantation III Community Development
General Fund
Fiscal Year 2015/2016

	Chart of Accounts Classification	Budget for 2015/2016
1		
2	**REVENUES**	
3		
4	Contributions & Donations from Private Sources	
5	Developer Contributions	$ 59,753
6		
7	**TOTAL REVENUES**	**$ 59,753**
8		
9	Balance Forward from Prior Year	$ -
10		
11	**TOTAL REVENUES AND BALANCE FORWARD**	**$ 59,753**
12		
13	***Allocation of assessments between the Tax Roll and Off Roll are***	
14		
15	**EXPENDITURES - ADMINISTRATIVE**	
16		
17	Legislative	
18	Supervisor Fees	$ 3,000
19	Financial & Administrative	
20	Administrative Services	$ -
21	District Management	$ 15,000
22	District Engineer	$ 1,000
23	Disclosure Report	$ -
24	Trustees Fees	$ -
25	Assessment Roll	$ -
26	Financial Consulting Services	$ -
27	Accounting Services	
28	Auditing Services	$ 3,400
29	Arbitrage Rebate Calculation	$ -
30	Public Officials Liability Insurance	$ 3,200
31	Legal Advertising	$ 325
32	Bank Fees	$ 30
33	Dues, Licenses & Fees	$ 175
34	Miscellaneous Fees	$ -
35	Tax Collector /Property Appraiser Fees	$ -
36	Website Fees & Maintenance	$ -
37	Legal Counsel	
38	District Counsel	$ 4,000
39		
40	**Administrative Subtotal**	**$ 30,130**
41		
42	**EXPENDITURES - FIELD OPERATIONS**	
43		
44	Electric Utility Services	
45	Street Lights	$ 10,624
46	Stormwater Control	
47	Aquatic Maintenance	$ 500
48	Lake/Pond Bank Maintenance	$ 500
49	Other Physical Environment	
50	General Liability Insurance	$ 500
51	Property Insurance	$ -
52	Entry & Walls Maintenance	$ 250
53	Landscape Maintenance	$ 12,096
54	Irrigation Maintenance Repairs	$ 3,000
55	Landscape Replacement Plants, Shrubs, Trees	$ 2,153
56		
57	**Field Operations Subtotal**	**$ 29,623**
58		
60		
61	**TOTAL EXPENDITURES**	**$ 59,753**
62		
63	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ -**
64		

SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

09-01-15 P12:11 RCVD

August 24, 2015

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Re: Southern Hills Plantation III Community Development District
Fiscal Year 2015/2016 Meeting Schedule

Enclosed is a copy of Resolution 2015-05, designating dates, time and location for the regular meetings of the Board of Supervisors for Southern Hills Plantation III Community Development District for Fiscal Year 2015/2016, in accordance with Section 189.015(1) of the Florida Statues.

Sincerely,

Clifton Fischer
District Manager

Enclosure: Resolution 2015-05

CTN
09.21.15

RESOLUTION 2015-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Southern Hills Plantation III Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Hernando County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Community Affairs, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Hernando County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of August, 2015.

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2015/2016

October 15, 2015
November 19, 2015
December 17, 2015
January 21, 2016
February 18, 2016
March 17, 2016
April 21, 2016
May 19, 2016
June 16, 2016
July 21, 2016
August 18, 2016
September 15, 2016

All meetings will convene at 10:00 a.m. (or immediately thereafter the adjournment of the Southern Hills I meeting). at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601.

09-21-15 A11:27 RCVD

1000 BISHOPS GATE BLVD., SUITE 300 MT. LAUREL, NJ 08054 (856) 787-0412 (800) 444-4554

September 1, 2015

Mr. Tom Rodgers, Building Official
Brooksville
201 Howell Ave.
Brooksville, FL 34601

RE: Building Code Effectiveness Grading Schedule Results
Brooksville, Hernando County, FL

Dear Mr. Rodgers:

We wish to thank you for the cooperation given to our representative, Cy Butts, during our recent survey. We have completed our analysis of the building codes adopted by your community and the efforts put forth to properly enforce those codes. The resulting Building Code Effectiveness Grading Classification is 4 for 1 and 2 family residential property and 4 for commercial and industrial property.

The Insurance Services Office, Inc. (ISO) is an insurer-supported organization with the primary mission of providing advisory insurance underwriting and rating information to insurers. There is no requirement that insurers use our advisory material. Insurers may have adopted, or may be in the process of adopting, an ISO insurance rating program that will provide rating credits to individual property insurance policies in recognition of community efforts to mitigate property damage due to natural disasters. These insurers may use the Building Code Effectiveness Grading Classification we have recently developed for your community as a basis for the credits used. While individual insurers may use different credits or different effective dates, the ISO program will apply credits to new construction within Brooksville that has been issued a Certificate of Occupancy in the year 2015 and forward.

We will email our report which provides additional information about our classification process and how we have graded various aspects of your community's building codes and their enforcement.

We want to highlight the fact that the Building Code Effectiveness Grading Schedule is an insurance underwriting and information tool; it is not intended to analyze all aspects of a comprehensive building code enforcement program nor is it for purposes of determining compliance with any state or local law or for making property/casualty loss prevention and life safety recommendations.

CTN
09.21.15
cc: Bill Geiger, CD Director

If you have any questions about the Classification that was developed, please let us know. Additionally, if you are planning on any future changes in your building codes or their enforcement, please advise us as these changes may affect our analysis and your community's grading classification.

Sincerely,

Mary Jobst

Mary Jobst, BCEGS Community Mitigation/Technical Analyst
Phone (856) 397-5278
Fax (201) 748-7080
Mjobst@iso.com
1000 Bishops Gate Blvd. Suite 300 Mt. Laurel, NJ 08054

Enclosure

cc: Ms. T. Jennene Norman-Vacha, City Manager
201 Howell Ave.
Brooksville, FL 34601

FLORIDA LEAGUE OF CITIES, INC.

09-08-15A11:31 RCVD

Memorandum

TO: Key Officials
Local/Regional League Contacts

FROM: Michael Sittig, Executive Director

RE: Transmittal of Florida League of Cities' Resolutions

DATE: September 4, 2015

The membership of the Florida League of Cities adopted several federal, constitutional and commemorative resolutions at its 89th Annual Conference at the World Center Marriott in Orlando on August 15, 2015. On behalf of the League, I am transmitting the following resolutions:

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., EXPRESSING APPRECIATION TO MIRAMAR, FLORIDA, FOR ITS SUPPORT OF LORI MOSELEY AS PRESIDENT OF THE FLORIDA LEAGUE OF CITIES.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE WEEK OF OCTOBER 18-24, 2015, AS "FLORIDA CITY GOVERNMENT WEEK," AND ENCOURAGING ALL FLORIDA CITY OFFICIALS TO SUPPORT THIS CELEBRATION BY PARTICIPATING IN THE "MY CITY: I'M PART OF IT, I'M PROUD OF IT!" ACTIVITIES.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE 50th ANNIVERSARY OF THE VOTING RIGHTS ACT AND ENCOURAGING CITY OFFICIALS TO CONTINUE TO ADVANCE THE CAUSE OF VOTER EQUALITY AND EQUAL ACCESS TO THE POLITICAL PROCESS.

CTN 09.21.15

301 South Bronough Street ◆ Post Office Box 1757 ◆ Tallahassee, FL 32302-1757
Telephone (850) 222-9684 ◆ Fax (850) 222-3806 ◆ Website:www.flcities.com

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR ITS 50TH ANNIVERSARY ON SEPTEMBER 9, 2015.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE NEW VILLAGE OF ESTERO AND CONGRATULATING THE NEWEST MUNICIPALITY IN FLORIDA UPON ITS SUCCESSFUL INCORPORATION IN 2014.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE 450TH ANNIVERSARY OF ST. AUGUSTINE'S FOUNDING AND HONORING THE CITY OF ST. AUGUSTINE FOR ITS HISTORIC FOUNDER'S DAY ANNIVERSARY.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO PASS LEGISLATION THAT WOULD GRANT STATES THE AUTHORITY TO COMPEL ONLINE AND CATALOG RETAILERS TO COLLECT SALES TAX.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE OBAMA ADMINISTRATION AND CONGRESS TO PRESERVE THE CURRENT TAX-EXEMPT STATUS OF INTEREST EARNED ON MUNICIPAL BONDS AND REJECT ANY PROPOSAL THAT WOULD REDUCE OR ELIMINATE THE FEDERAL TAX EXEMPTION ON INTEREST EARNED ON MUNICIPAL BONDS.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE U.S. SENATE TO OPPOSE LEGISLATION THAT WOULD PREEMPT STATE AND LOCAL AUTHORITY OVER THE COLLECTION OF CERTAIN TAXES AND FEES RELATED TO INTERNET ACCESS.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS AND THE ADMINISTRATION TO ENACT A NATIONAL TRANSPORTATION PLAN THAT STRENGTHENS THE NATION'S INFRASTRUCTURE, CREATES JOBS, INCLUDES THE LOCAL VOICE IN PLANNING AND PROJECT SELECTION, AND CHOOSES THE BEST MIX OF TRANSPORTATION OPTIONS TO FIT THE NEEDS OF THE REGION.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO MAINTAIN FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE FEDERAL GOVERNMENT TO CLARIFY THE DE-OBLIGATION PROCESS OF PREVIOUSLY APPROVED DISASTER RELIEF FUNDS.

Should you have any questions, please contact Allison Payne or me at the League office (850) 222-9684 or e-mail: apayne@flcities.com.

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., EXPRESSING APPRECIATION TO MIRAMAR, FLORIDA, FOR ITS SUPPORT OF LORI MOSELEY AS PRESIDENT OF THE FLORIDA LEAGUE OF CITIES.

WHEREAS, Lori Moseley, former mayor of Miramar, Florida, served as the president of the Florida League of Cities from 2014 through 2015; and

WHEREAS, the citizens, commissioners and staff of Miramar were most understanding of the demands placed upon Mayor Moseley in her role as president of the League; and

WHEREAS, during her presidency, Mayor Moseley focused on helping municipal officials become more engaged with the millennial generation to encourage these young adults to learn more about the vital role cities play in their everyday lives; and

WHEREAS, the membership and staff of the League recognize the commitment of the City of Miramar to President Moseley's presidency assured her active participation in League activities and unselfish service to the League, and permitted her to successfully promote the programs, projects and philosophy of the League while she was mayor; and

WHEREAS, the membership and staff of the League also wish to recognize and personally thank Shari Covington, administrative assistant to the mayor, and the dedicated Miramar city staff for their efforts in providing outstanding assistance to President Moseley and the FLC staff in coordinating President Moseley's duties with the city and with the Florida League of Cities. Ms. Covington and the staff went above and beyond the call of duty, and their outstanding contributions to this effort are applauded and greatly appreciated.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities' membership and staff do officially and personally appreciate the commitment Miramar's citizens, commissioners and staff made to Mayor Moseley's presidency.

Section 2. That a copy of this resolution be presented to the City of Miramar.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

SEAL
1935

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE WEEK OF OCTOBER 18-24, 2015, AS "FLORIDA CITY GOVERNMENT WEEK," AND ENCOURAGING ALL FLORIDA CITY OFFICIALS TO SUPPORT THIS CELEBRATION BY PARTICIPATING IN THE "MY CITY: I'M PART OF IT, I'M PROUD OF IT!" ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the significant role played by city government in our lives; and

WHEREAS, Florida City Government Week offers a great opportunity to spread the word to all Floridians that they can shape and influence this branch of government, which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., encourages all city officials, city employees, school officials and citizens to participate in events that recognize Florida City Government Week and to celebrate it throughout Florida.

Section 2. That the Florida League of Cities, Inc., supports and encourages all city governments to promote, sponsor and participate in "My City: I'm Part of It, I'm Proud of It!"

Section 3. That a copy of this resolution be provided to Florida Governor Rick Scott, the Florida Cabinet, Florida School Boards Association and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

SEAL

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE 50th ANNIVERSARY OF THE VOTING RIGHTS ACT AND ENCOURAGING CITY OFFICIALS TO CONTINUE TO ADVANCE THE CAUSE OF VOTER EQUALITY AND EQUAL ACCESS TO THE POLITICAL PROCESS.

WHEREAS, on August 6, 1965, President Lyndon B. Johnson signed into law the Voting Rights Act of 1965, a landmark piece of federal legislation Congress later amended five times to expand its protections; and

WHEREAS, in 1868, Congress ratified the right to equal protection under the law with the 14th Amendment, and in 1870, it ratified the 15th Amendment, which declared the right to vote shall not be denied or abridged on the basis of race, color or previous condition of servitude; and

WHEREAS, between 1870 and 1965, African Americans faced discriminatory barriers such as poll taxes, literacy tests, vouchers of "good character," disqualification for "crimes of moral turpitude," and other unscrupulous tactics intended to keep them from the polls on Election Day; and

WHEREAS, by 1910, violence and discrimination resulted in most African American citizens being disenfranchised and removed from the voter rolls in the former Confederate States, negatively impacting the promise of equal protection under the law; and

WHEREAS, other people of color (Native American, Latino and Asian American/Pacific Islander) also have experienced similar attempts to disenfranchise citizens in their communities throughout the United States; and

WHEREAS, by 1965, efforts to break the grip of state disenfranchisement had achieved only modest success overall and in some areas were almost entirely ineffectual, and numerous acts of violence and terrorism, as well as the murder of voting-rights activists in Philadelphia and Mississippi gained national attention; and

WHEREAS, the unprovoked attack on March 7, 1965, known as *Bloody Sunday*, by state troopers on peaceful marchers in Selma, Alabama, who were en route to the state capitol in Montgomery, persuaded President Lyndon B. Johnson and the U.S. Congress to overcome Southern legislators' resistance to effective voting rights legislation and was the impetus for hearings on the bill that would become the Voting Rights Act; and

WHEREAS, often regarded as one of the most effective civil rights laws, the Voting Rights Act was passed with the intent to ban discriminatory voting policies at all levels of government; and

WHEREAS, the Voting Rights Act is credited for the enfranchisement of millions of minority voters, as well as the diversification of the electorate and legislative bodies throughout all levels of government.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., encourages all city officials and residents to recognize the importance of the Voting Rights Act and continue to help advance the cause of voter equality and equal access to the political process for all people in order to protect the rights of every American.

Section 2. That the Florida League of Cities, Inc., further encourages city officials and residents to continue to educate the next generation about the importance of civic engagement in our communities.

Section 3. That a copy of this resolution be provided to the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
ida League of Cities, Inc.
Hawthorne

ATTEST:

Michael Sittig, Executive Directo
Florida League of Cities, Inc.

SEAL

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR ITS 50TH ANNIVERSARY ON SEPTEMBER 9, 2015.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) was created on September 9, 1965 as part of an initiative that was started under President John. F. Kennedy and later completed by President Lyndon B. Johnson; and

WHEREAS, HUD will celebrate its 50th Anniversary on September 9, 2015; and

WHEREAS, HUD began as the consolidation of five existing independent federal housing and community development agencies: the Federal Housing Administration; the Public Housing Administration; the Federal National Mortgage Association (Fannie Mae); the Urban Renewal Administration; and the Community Facilities Administration; and

WHEREAS, over the last 50 years, HUD has had many outstanding achievements, which include:

Homeownership - Since 1934, the Federal Housing Administration and HUD have insured more than 44 million home mortgages and approximately 50,000 multifamily project mortgages;

Public and Assisted Housing - In the last 20 years alone, HUD has provided housing assistance to more than 35 million individuals through the Public Housing, Housing Choice Voucher (Section 8), Project Base Rental Assistance, Section 202 (Supportive Housing for the Elderly), and Section 811 (Supportive Housing for Persons with Disabilities) programs;

Affordable Housing Creation - HUD's HOME Investment Partnerships Program, which produces affordable housing for low-income families, has assisted more than 600 communities with almost 500,000 units for first time homebuyers. In addition, HOME has assisted nearly 300,000 tenants in obtaining direct rental assistance;

Native American Housing - HUD has funded nearly 87,000 housing units on Indian reservations and tribal areas. Housing produced through HUD programs now provides shelter for a quarter of Native Americans living on reservations and tribal areas;

Community Development - Since its inception in 1974, HUD's Community Development Block Grant (CDBG) Program has awarded more than $144 billion to state and local governments to target their own community development priorities. This funding has gone toward the rehabilitation of affordable housing, the construction of public facilities, and the creation of job growth and business opportunities; and

Homelessness Initiatives - Since the passage of the Stewart B. McKinney Homeless Assistance Act in 1987, HUD has awarded more than $14 billion to thousands of local housing and service programs around the U.S. to combat homelessness.

WHEREAS, HUD has been an important federal agency for cities and has provided resources and technical support, often on a city-by-city basis.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., commends HUD for its impressive achievements and its dependable support of cities across the nation.

Section 2. That a copy of this resolution be provided to HUD Secretary Julian Castro, the Florida Congressional Delegation and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE NEW VILLAGE OF ESTERO AND CONGRATULATING THE NEWEST MUNICIPALITY IN FLORIDA UPON ITS SUCCESSFUL INCORPORATION IN 2014.

WHEREAS, the citizens of the Village of Estero by referendum voted to incorporate in 2014 under the provisions of Florida law; and

WHEREAS, by incorporating, the Village of Estero will henceforth have all municipal powers allowed by the Florida Constitution and Laws of Florida to promptly respond to the needs and conveniences of its citizens, and will be the government closest to its citizenry; and

WHEREAS, Section 2 of Article VIII, Florida Constitution (1968), establishes Home Rule for municipalities by granting them "governmental, corporate and proprietary powers...to conduct municipal government, perform municipal functions and render municipal services..."; and

WHEREAS, the newly elected council for Estero is also congratulated upon their respective elections, and its newest staff appointments are also herein honored for being the inaugural elected and appointed officials to represent the new village; and

WHEREAS, this most recent incorporation furthers the positive elements of self-governance and Home Rule philosophies, and the Florida League of Cities desires to applaud these actions.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the League proudly acknowledges the municipal incorporation of the Village of Estero and welcomes its addition to the League's municipal family.

Section 2. That the citizens of the Village of Estero are commended for their desire to incorporate as a municipality and to thereby assume the responsibility of self-governance.

Section 3. That a copy of this resolution will be presented to the Village of Estero.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

SEAL

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE 450TH ANNIVERSARY OF ST. AUGUSTINE'S FOUNDING AND HONORING THE CITY OF ST. AUGUSTINE FOR ITS HISTORIC FOUNDER'S DAY ANNIVERSARY.

WHEREAS, on September 8, 1565, Spanish admiral and Florida's first governor, Don Pedro Menéndez de Avilés claimed "San Augustin" for the King of Spain, making the City of St. Augustine the oldest continuously occupied European settlement in the United States of America; and

WHEREAS, Don Pedro Menéndez de Avilés named the settlement San Augustín, as his ships, bearing settlers, troops, and supplies from Spain, first sighted land in Florida on August 28, 1565, the feast day of Saint Augustine; and

WHEREAS, the City of St. Augustine served as the capital of Spanish Florida for more than 200 years, and remained the capital of East Florida when the territory briefly changed hands between Spain and Britain; and

WHEREAS, St. Augustine was the capital of the Florida Territory when Florida was purchased by the United States in 1819 until 1824, when Tallahassee was designated as the capital; and

WHEREAS, St. Augustine was first incorporated in 1824 and recognized by Territorial Governor Andrew Jackson as a functioning municipality from the territory's beginnings; and

WHEREAS, the year 2015 is the 450th anniversary of the founding of St. Augustine, which is a milestone achievement.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., congratulates the City of St. Augustine on its 450th Founder's Day.

Section 2. That a copy of this resolution be provided to the City of St. Augustine.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

SEAL

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO PASS LEGISLATION THAT WOULD GRANT STATES THE AUTHORITY TO COMPEL ONLINE AND CATALOG RETAILERS TO COLLECT SALES TAX.

WHEREAS, the use of the Internet as a way to purchase goods and services has been steadily increasing over the past decade; and

WHEREAS, as the result of court decisions and congressional inaction, many online and catalog retailers are not obligated to collect sales taxes from consumers; and

WHEREAS, this tax loophole is unfairly advantageous toward online and catalog retailers and results in both the loss of tax revenue for state and local governments and market conditions that are unfavorable for Main Street and "brick and mortar" small businesses; and

WHEREAS, the Streamlined Sales Tax Project was created in 1999 to assist states in administering a simpler and more uniform sales and use tax system; and

WHEREAS, to date, 44 states, including Florida, have approved the Streamlined Sales and Use Tax Agreement (SSUTA), which sets the minimum sales and use tax statutory simplifications required of any state desiring to participate in the simplified system and minimizes cost and administrative burdens on retailers; and

WHEREAS, 24 of those states, not including Florida, have modernized their sales and use tax statutes to conform to the requirements of the SSUTA; and

WHEREAS, Congressman Jason Chaffetz (R-3-Utah) recently introduced H.R. 2775, titled the Remote Transactions Parity Act (RTPA); and

WHEREAS, H.R. 2775 would create a framework for states to impose sales and use taxes on remote sellers.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges Congress to support the RTPA, which would provide states the authority to enforce state and local sales and use tax laws in a fair and equitable manner to both in-state and out-of-state retailers.

Section 2. That the Florida League of Cities, Inc., expresses sincere appreciation to the Florida congress members who have signed on as co-sponsors of the RTPA, and urges the entire Florida Congressional Delegation to sign on as co-sponsors of the legislation.

Section 3. That the Florida League of Cities, Inc., urges the State of Florida to pass legislation needed to comply with the RTPA.

Section 4. That a copy of this resolution be provided to President Barack Obama, the Florida Congressional Delegation, the National League of Cities, Florida Governor Rick Scott and the membership of the Florida League of Cities, Inc.

Section 5. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE OBAMA ADMINISTRATION AND CONGRESS TO PRESERVE THE CURRENT TAX-EXEMPT STATUS OF INTEREST EARNED ON MUNICIPAL BONDS AND REJECT ANY PROPOSAL THAT WOULD REDUCE OR ELIMINATE THE FEDERAL TAX EXEMPTION ON INTEREST EARNED ON MUNICIPAL BONDS.

WHEREAS, since 1913, when the federal income tax was imposed, the interest earned on municipal bonds has been exempt from federal taxation; and

WHEREAS, municipal bonds have been the primary method by which state and local governments finance public capital improvements and infrastructure construction such as schools, hospitals, water and sewer systems, roads, highways, utilities, public safety structures, bridges and tunnels; and

WHEREAS, the projects funded through municipal financing are engines of job creation and economic growth; and

WHEREAS, according to national statistics, state and local governments are responsible for building and maintaining more than 75 percent of the nation's infrastructure, which is financed mostly by tax-exempt municipal bonds; and

WHEREAS, on average, state and local governments save up to two percentage points on their borrowing rates through the use of tax-exempt municipal bonds; and

WHEREAS, these savings allow state and local governments to invest more in critical infrastructure and essential services and provide construction jobs while holding down the cost to taxpayers; and

WHEREAS, in 2013, a joint report titled "Protecting Bonds to Save Infrastructure and Jobs 2013" was issued by the U.S. Conference of Mayors, the National League of Cities and the National Association of Counties, with assistance from the Government Finance Officers Association; and

WHEREAS, the report estimates that 1,250 tax-exempt bonds financing more than $103 billion in infrastructure improvements were issued over the last decade in the State of Florida; and

WHEREAS, the report also states that in 2012 alone, more than 6,600 tax-exempt bonds were issued financing more than $179 billion in infrastructure projects across the nation; and

WHEREAS, several proposals have been discussed over the last few years as Congress and the Obama administration seek tax reform; and

WHEREAS, many of these proposals have included a proposed reduction or elimination of the current tax exemption on interest earned from tax-exempt municipal bonds; and

WHEREAS, in his fiscal year 2015 budget proposal, President Barack Obama has again proposed capping the value of the tax exemption for municipal bond interest at 28 percent; and

WHEREAS, it is estimated that if the proposed cap for municipal bonds was in effect over the last decade, it would have cost state and local governments an additional $173 billion in interest expense; and

WHEREAS, it is estimated that if the tax exemption had been fully eliminated over the last decade, it would have cost state and local governments an additional $495 billion in interest expense; and

WHEREAS, 2010 Internal Revenue Service data shows that 57 percent of municipal bond interest is paid to individuals 65 years of age and older, who in many cases live on fixed incomes, and 52 percent of municipal bond interest is paid to individuals who earn less than $250,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges President Barack Obama and Congress to preserve the current tax-exempt status of the interest earned on municipal bonds and oppose any attempt to cap or eliminate the tax exemption on the interest earned on municipal bonds.

Section 2. That a copy of this resolution be sent to President Obama, the Florida Congressional Delegation, the National League of Cities, and the membership of the Florida League of Cities, Inc.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE U.S. SENATE TO OPPOSE LEGISLATION THAT WOULD PREEMPT STATE AND LOCAL AUTHORITY OVER THE COLLECTION OF CERTAIN TAXES AND FEES RELATED TO INTERNET ACCESS.

WHEREAS, in October 1998, Congress passed the Internet Tax Freedom Act (ITFA) imposing a three-year moratorium on multiple and discriminatory taxes on electronic commerce and Internet access; and

WHEREAS, the moratorium was extended five times - 2001, 2004, 2007 and twice in 2014 - and is now set to expire on October 1, 2015; and

WHEREAS, the Internet-access moratorium was originally conceived at a time when the Internet was experiencing tremendous growth and Congress believed that in order to foster this growth it was necessary to halt any taxes that might constrain the Internet; and

WHEREAS, now the Internet is universal with more and more services moving from a telecommunications/cable delivery system to broadband, and it no longer needs special tax protection; and

WHEREAS, H.R. 235, the Permanent Internet Tax Freedom Act, by U.S. Representative Bob Goodlatte (R-6-VA), would permanently extend the moratorium on multiple and discriminatory taxes on electronic commerce and Internet access; and

WHEREAS, H.R. 235 passed the U.S. House of Representatives on June 9, 2015, and this legislation is now awaiting consideration by the U.S. Senate; and

WHEREAS, Florida law also prohibits any tax on Internet access; and

WHEREAS, over the next several years, most of the services known as telecommunications and cable services will transition to broadband and as a result, the scope of the services that ITFA shields from state and local taxation will greatly expand; and

WHEREAS, a temporary extension of the moratorium would allow more time to fully assess the transition from telecommunications and cable services to ITFA-protected broadband services; and

WHEREAS, a temporary extension of the moratorium would also allow more time to determine the impact on the relative tax obligations of industry sectors to which ITFA does not apply and provide Congress the opportunity to revisit the moratorium to correct any unintended consequences.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges the U.S. Senate to oppose H.R. 235 or any permanent extension of the moratorium on multiple and discriminatory taxes on Internet access and instead support a temporary extension of the current moratorium.

Section 2. That a copy of this resolution be provided to President Barack Obama, the Florida Congressional Delegation, the National League of Cities, the U.S. Conference of Mayors, the Government Finance Officers Association, Florida Governor Rick Scott and the membership of the Florida League of Cities, Inc.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive
Florida League of Cities,

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS AND THE ADMINISTRATION TO ENACT A NATIONAL TRANSPORTATION PLAN THAT STRENGTHENS THE NATION'S INFRASTRUCTURE, CREATES JOBS, INCLUDES THE LOCAL VOICE IN PLANNING AND PROJECT SELECTION, AND CHOOSES THE BEST MIX OF TRANSPORTATION OPTIONS TO FIT THE NEEDS OF THE REGION.

WHEREAS, the current federal surface transportation program, Moving Ahead for Progress in the 21st Century (MAP-21), which funds highway transit and other surface transportation programs, is set to expire on October 29, 2015; and

WHEREAS, MAP-21 does not address the long-term funding challenges facing federal surface transportation funding, and the Highway Trust Fund is nearing a major fiscal crisis; and

WHEREAS, previous federal programs have included the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the Transportation Equity Act for the 21st Century (TEA-21) and the Intermodal Surface Transportation Efficiency Act (ISTEA); and

WHEREAS, the lack of investment in Florida's transportation system continues to impact our economy and cities, which are the economic engines of our state; and

WHEREAS, a new federal approach to surface transportation must include all levels of government at the table in establishing an effective transportation network; and

WHEREAS, continued federal funding of a successor program to MAP-21 and the need to provide flexibility to local governments to address local transportation needs are critical to Florida and its urban, suburban and rural communities.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., strongly urges Congress to create a federal surface transportation program that provides adequate funding for federal transportation programs to support bridges, roads, highways and transit, and provides funding directly to local governments for transportation programs.

Section 2. That Congress considers input from local municipal officials as it contemplates the next federal surface transportation program.

Section 3. That a copy of this resolution be provided to the Florida Congressional Delegation, Florida Governor Rick Scott, the secretaries of the U.S. and Florida Departments of Transportation, the National League of Cities, the chairs of the U.S. Congressional Transportation Committees and the membership of the Florida League of Cities, Inc.

Section 4. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities, Inc.
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

SEAL

Resolution

Florida League of Cities

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO MAINTAIN FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Community Development Block Grant (CDBG) program was enacted and signed into law by President Gerald Ford as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, the CDBG program has as its primary objective "the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income"; and

WHEREAS, the CDBG program has considerable flexibility to allow municipalities to carry out activities that are tailored to their unique affordable housing and neighborhood revitalization needs; and

WHEREAS, the National League of Cities, the U.S. Conference of Mayors, the National Association of Counties, and state and local government-sector associations are unanimous in their support of the CDBG and the need to keep this program intact; and

WHEREAS, according to the U.S. Department of Housing and Urban Development, the CDBG is most commonly used to support activities that improve the quality of life in communities; to promote energy conservation and renewable energy resources; for construction of and improvements to public infrastructure such as streets, sidewalks, and water and sewer facilities; and for small business assistance to spur economic development and job creation/retention; and

WHEREAS, since 2010, Congress has cut CDBG funding by more than $1 billion; and

WHEREAS, Florida's local governments will receive about $130 million in CDBG grants in fiscal year 2015 to catalyze or support employment, housing and neighborhood revitalization efforts; and

WHEREAS, nationally, for every dollar of CDBG funding invested in a project another $4.05 is leveraged from other sources; and

WHEREAS, over the past nine years, the CDBG program has created or retained 330,546 jobs for low- and moderate-income persons through a variety of economic development activities.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges Congress to provide at least $3.3 billion in formula funding for CDBG.

Section 2. That a copy of this resolution be sent to the Florida Congressional Delegation, the National League of Cities, the secretary of the U.S. Department of Housing and Urban Development, and the membership of the Florida League of Cities, Inc.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 89th Annual Conference, at the World Center Marriott, Orlando, Florida, this 15th Day of August 2015.

Matthew Surrency, President
Florida League of Cities
Mayor, Hawthorne

ATTEST:

Michael Sittig, Executive Director
Florida League of Cities, Inc.

SEAL

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING THE FEDERAL GOVERNMENT TO CLARIFY THE DE-OBLIGATION PROCESS OF PREVIOUSLY APPROVED DISASTER RELIEF FUNDS.

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) establishes the statutory authority for most federal disaster response activities, especially as they pertain to the Federal Emergency Management Agency (FEMA) and its programs; and

WHEREAS, the purpose of the Stafford Act is to provide continued and orderly assistance from the federal government to state and local governments to relieve hardship and assist in disaster recovery; and

WHEREAS, the Stafford Act authorizes FEMA to obligate funds to states and local governments to help recover from natural disasters that cause widespread damage to homes, businesses and critical infrastructure; and

WHEREAS, the ability of state and local governments to recover successfully from natural disaster events is due in large part to their partnership with FEMA and the financial assistance that it provides under the Stafford Act; and

WHEREAS, it is through this partnership that local governments seek FEMA's approval of recovery projects that include authorized costs to be reimbursed by FEMA once the projects are completed; and

WHEREAS, FEMA has sought to retroactively de-obligate previously approved recovery funds from local governments, despite the passage of many years since the recovery funding was originally approved and despite the local governments' expenditure of such funds in accordance with the grant's requirements; and

WHEREAS, FEMA's retroactive de-obligation of previously approved recovery funds weakens the intent of the Stafford Act; and

WHEREAS, local governments do not have the resources or expertise to fully respond to the voluminous FEMA requests for information and documentation relating to their post-disaster recovery expenses and efforts; and

WHEREAS, Congress enacted Section 705(c) of the Stafford Act, titled "Binding Nature of Grant Requirements," to protect recipients of disaster assistance from these retroactive de-obligations; and

WHEREAS, H.R. 1471, the FEMA Disaster Assistance Reform Act of 2015, is federal legislation sponsored by Congressman Lou Barletta (R-11-PA); and

WHEREAS, Congresswoman Lois Frankel (D-22-FL) worked to amend H.R. 1471 to include a provision that clarifies the three-year statute of limitations on FEMA's ability to reclaim funds, based on a change in policy determination, after a state or local government has spent the funds on previously determined eligible projects and when there is no evidence of fraud, waste or abuse; and

WHEREAS, Senator Bill Nelson (FL) and Congressman Mario Diaz-Balart (R-25-FL) and other members of Congress have also been working to improve the FEMA Public Assistance Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc., urges the federal government to clarify the process whereby FEMA can declare previously approved funds distributed to local governments for disaster relief efforts are de-obligated so as to ensure the de-obligation process:

complies with Section 705(c) of the Stafford Act;

includes a reasonable time frame for municipalities to respond to information requests; and

requires FEMA to make timely decisions on appeals filed by municipalities that face the potential rescission of previously appropriated federal funds.