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

AGENDA

October 5, 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. , Clifford A. Taylor, Elizabeth Lester Martin, and Debbie Hogan; City Manager, T. Jennene Norman-Vacha; and Court Reporter Holly L. Kirchman of Carolyn F. Engel & Associates. The meeting is expected to last approximately forty-five minutes.

D. ADJOURN EXECUTIVE SESSION

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

F. INVOCATION AND PLEDGE OF ALLEGIANCE

G. PRESENTATION & REQUESTS FOR WAIVERS

1. **Kiwanis Christmas Parade Fee Waiver**

   Consideration of request to waive fees in the amount of $2,751.17, with a commitment from Kiwanis to pay $1,000 to offset costs to hold the 41th Annual Christmas Parade on Saturday, December 12, 2015.

Presentation:	Club President & Chair
Recommendation:	Direction to Staff
Attachments:	Memo from Deputy City Clerk dated 10/05/15, Letter from Kiwanis President, Street Closure Permit, Fee Waiver Reports & Policy

H. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Margaret R. Ghiotto Improvement Award - Commercial Award**

   Recognition of improvements to business owners, Jack and Tammy Bowen, Brooksville Furniture at 350 Ponce de Leon Boulevard.

Presentation:	Scott Renz, Beautification Board Chair and Mayor
Attachments:	Letter from Beautification Board Chair dated 09/11/2015; Award Certificate

2. **White Cane Awareness Day October 14, 2015**
Recognition of White Cane Awareness Day.

Presentation: Mayor
Attachment: Proclamation

3. **National Breast Cancer Awareness Month Proclamation**
Recognizing October as the National Breast Cancer Awareness Month and honoring all in their fight against cancer.

Presentation: Mayor
Attachment: Proclamation

4. **Fire Prevention Week 2015 Proclamation**
Recognition of October 4-10 as Fire Prevention Week.

Presentation: Mayor
Attachment: Proclamation

5. **Public Risk Management of Florida/World Risk Management**
Presentation from the City's Property & Casualty Insurance FY2016 carrier Public Risk Management of Florida and World Risk Management.

Presentation: Bonnie Mims, PRM, Executive Director
Andy Cooper, WRM, Vice President
Attachment: Presentation/Slide Show

I. CITIZEN INPUT

J. CONSENT AGENDA

1. **Edward Byrne Memorial Justice Assistance Grant (JAG) Program – FY2016.**
Consideration of approval to authorize the Mayor to sign the consensus grant award letter in the amount of $ 21,435. The Byrne Memorial Justice Assistance Grant award for Hernando County is $ 57,158. These funds are to be used by local units of governments to support approved programs that prevent and control crime and improve the criminal justice system.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Memo from Chief of Police dated 10/05/15 with attachments

K. 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 Jefferson Street Property.

Presentation:	Director of Community Development
Recommendation:	Approval of **Second Reading** of Ordinance No. 846 upon roll call vote
Attachments:	Memo from City Planner dated 10/5/15; Proposed Ordinance and Map

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

Consideration of voluntary annexation of 18734 Cortez Blvd.

Presentation:	Director of Community Development
Recommendation:	Approval of **Second Reading** of Ordinance No. 847 upon roll call vote
Attachments:	Memo from City Planner dated 10/5/15; Proposed Ordinance and Map

3. Ordinance No. 848 – AX2015-01; Hooters Real Estate, LLC Annexation of Property located at Apex of Broad St. and Howell Ave.

Consideration of voluntary annexation of property at apex of Broad & Howell.

Presentation:	Director of Community Development
Recommendation:	Approval of **Second Reading** of Ordinance No. 848 upon roll call vote
Attachments:	Memo from City Planner dated 10/5/15; Proposed Ordinance and Map

4. Ordinance No. 849 – AX2015-03; John D. Sims & Patricia A. Sims Annexation of Property located at 1505 West Jefferson Street

Consideration of voluntary annexation of 1505 West Jefferson Street.

Presentation:	Director of Community Development
Recommendation:	Approval of **Second Reading** of Ordinance No. 849 upon roll call vote
Attachments:	Memo from City Planner dated 10/05/15, Proposed Ordinance and Map

L. REGULAR AGENDA

1. **Resolution No. 2015-19 Florida Department of Transportation (FDOT) – Annual Kiwanis Christmas Parade Route.**
   Consideration of approval of resolution supporting annual Kiwanis Christmas Parade route and closing of SR50/Jefferson Street & US41/Broad Street with authorization for Police Chief and Mayor to sign FDOT permit application.

   Presentation: Deputy Clerk
   Attachments: Memo dated 10/05/15

M. CITIZEN INPUT

N. ITEMS BY COUNCIL

O. ADJOURNMENT OF CITY COUNCIL

P. COMMUNITY REDEVELOPMENT AGENCY BOARD

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

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

City Council
AGENDA ITEM: G1
October 5, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANET KATO, DEPUTY CLERK

SUBJECT: KIWANIS CHRISTMAS PARADE FEE WAIVER REQUEST

DATE: OCTOBER 5, 2015

BACKGROUND: The Kiwanis Club of Brooksville are sponsoring the 41th Annual Brooksville Christmas Parade on December 12, 2015. The organizers have requested a fee waiver for the event. A letter from Larry Fluty, President, Kiwanis Club of Brooksville is provided as Attachment 1.

The City has estimated total costs for the Christmas Parade event to be $2,751.17 (Police, $1,393.17; Fire, $598; Public Works, $760). The costs are outlined within the Street Closure Application and provided in Attachment 2. Kiwanis has requested that the City of Brooksville waive fees; however, they have committed to pay $1,000 toward the costs for the event. An updated insurance certificate with the City of Brooksville named additionally insured/certificate holder will be provided prior to the event.

BUDGET IMPACT: Total impact to the City of Brooksville for the event is estimated at $1,751.17 ($2,751.17 less $1,000) for 100% of fee waiver or $1,375.59 for 50% of the total fees for waiver. Fee waiver funding in the amount of $15,000 was allocated within the General Fund budget for FY2016, line item number 001-010-511-59901. Of that amount, $2,691.80 has been awarded, leaving a balance of $12,308.20.

LEGAL IMPACT: Pursuant to Section 74-1 (b) and Section 74-165 (a) of the City's Code of Ordinances, the City Council may authorize street closures and right-of-way use for public events. Section 74-168 authorizes the City to levy fees to offset costs of such permits, which are set by Policy 1-2000, to be reimbursed by the applicant. It is within Council discretion to waive provision of such policies.

STAFF RECOMMENDATION: Direction to Staff

ATTACHMENTS:
1. Letter from Kiwanis President dated 9/16/15
2. Street Closure Permit
3. Fee Waiver Spreadsheet
4. Special Event Fee Waiver Policy

Attachment 1

Kiwanis Club of Brooksville
P. O. Box 685
Brooksville, Florida 34605

Serving the Children of the World

September 16, 2015

City of Brooksville City Hall
Ste 300, 201 Howell Avenue
Brooksville, FL 34601-2042

Dear Ms. Jennene Norman-Vacha,

Kiwanis Club of Brooksville is planning the 41st annual Brooksville Christmas Parade for December 12, 2015. We are requesting the support of the City of Brooksville with the following:

- Approval of the Florida Department of Transportation (FDOT) "Request for Temporary Closing/Special Use of State Road and City of Brooksville Temporary Street Closure Application". The forms are attached with Exhibit A that lists the propose parade route and Maintenance of Traffic (MOT) plan. The parade route is the same as last year's, which is; South on Main Street crossing over State Road 50A (Jefferson Street) to US. 41 (Broad Street) then east on US 41 (Broad Street) to Bell Avenue then north on Bell Avenue crossing SR50A (Jefferson Street).

- Approval of Temporary Closing for the City of Brooksville. See above listed route.

- In past years the Brooksville Police Department has assisted during the Parade with detours. We are again requesting this assistance. The MOT plan shows the locations where Police were stationed in previous years.

- Waiving of fees with a commitment from Kiwanis to pay $1,000 to offset costs.

Attached you will find the forms, the Parade Route, and Kiwanis Club certificate of Insurance. All of this information along with the City Council resolution supporting the event is required to be submitted to FDOT for approval of the request.

Kiwanis Club of Brooksville appreciates the support of the City of Brooksville and looks forward to another successful parade. If you have questions, please call me at 352-410-1498.

Sincerely,

Larry Fluty
Kiwanis Club of Brooksville President

cc: Janet Kato, Deputy City Clerk

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

Name or Organization Sponsoring: Kiwanis Club of Brooksville		**Event** Annual Brooksville Christmas Parade	
Contact Person: Larry Fluty (LLFLUTY@TAMPABAY.RR.COM)		**Address** 12331 Stringer Rd	**Telephone:** 352-410-1498
If unavailable (Alternate Name) Jeremy Moore		**E-Mail:** silverkingappraisals@yahoo.com	**Telephone:** 352-428-1418
Date of Event: Dec. 12, 2015	**Starting Time:** 9:00 AM	**Ending Time (approx):** 2:00 PM	**Estimated Number of Participants:** 15,000

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

From parade start at the intersection of Varsity Dr and Oakwood Dr, west on Oakwood Dr to Howell Ave (Main St), then south on Howell (Main) crossing over State Road 50A (Jefferson St) to US 41 (Broad St), then east on US 41 (Broad St) to Bell Ave, then north on Bell Ave crossing State Road 50A (Jefferson St)to Oak St, then east on Oak St to US 41, then north on US 41 to Kelly St, then west onto Kelly St at parade end.

I/We Kiwanis Club 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.

X _____
Signature

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 15 day of SEPT 2015, by LARRY FLUTY, who is personally known to me or who presented PERSONALLY KNOWN as identification, and who (did) (did not) take an oath.

KAREN BEASLEY
Commission # FF 036453
Expires July 17, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

_____ _____
[Signature of Notary Public] [Printed, typed or stamped name of Notary Public]

PROCESSING: City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs as well as City Council if waivers are being requested.

APPROVAL: Chief of Police and City Manager will approve or deny application.

DISTRIBUTION: **Original:** Return to Applicant
Copies: Chief of Police, Director of Public Works, City Manager and City Clerk

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

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

Total Deposit $ -0- Received By: Janet Kato Date 9/15/15

Police Chief	Date	City Manager	Date
	9/15/15		

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: BROOKSVILLE CHRISTMAS PARADE
Starting: 9 AM 12/12/15 End: 2 PM 12/12/15

Police Department

Personnel	SEE ATTACHED	@ $____ per hr. X ____ hours	= $____	
	____	@ $____ per hr. X ____ hours	= $____	
Equipment	____	@ $____	= $____	
	____	@ $____	= $____	
		POLICE DEPARTMENT TOTAL	$ 1,393.17	

Fire Department

Personnel	Chief	@ $____ per hr. X 0 hours	= $ 0	
	District Chief	@ $31 per hr. X 4.5 hours	= $ 139	
	Captain	@ $22 per hr. X 4.5 hours	= $ 99	
Equipment	4-FF	@ $20 (4) 4.5	= $ 360	
	____	@ $____	= $____	
		FIRE DEPARTMENT TOTAL	$ 598	

Public Works

Personnel (St)	3	@ $ 19 per hr. X 8 hours	= $ 608.	
	1	@ $ 26 per hr. X ____ hours	= $ 52	
Equipment	3 TRUCKS	@ $ 25	= $ 75	
Personnel (Gar)	____	@ $____ per hr. X ____ hours	= $____	
	____	@ $____ per hr. X ____ hours	= $____	
Equipment	1 SWEEPER	@ $ 25	= $ 25	
		PUBLIC WORKS TOTAL	$ 760	

Parks & Recreation

Personnel	____	@ $____ per hr. X ____ hours	= $____	
Equipment	____	@ $____	= $____	
		PARKS & REC TOTAL	$ —	

Community Development

Tent Rental $____ **COMMUNITY DEV. TOTAL** $ —

ESTIMATED TOTAL DUE CITY $ 2,751.17

TOTAL Actual Costs $____ Billed $ ____ Payment Received By:____

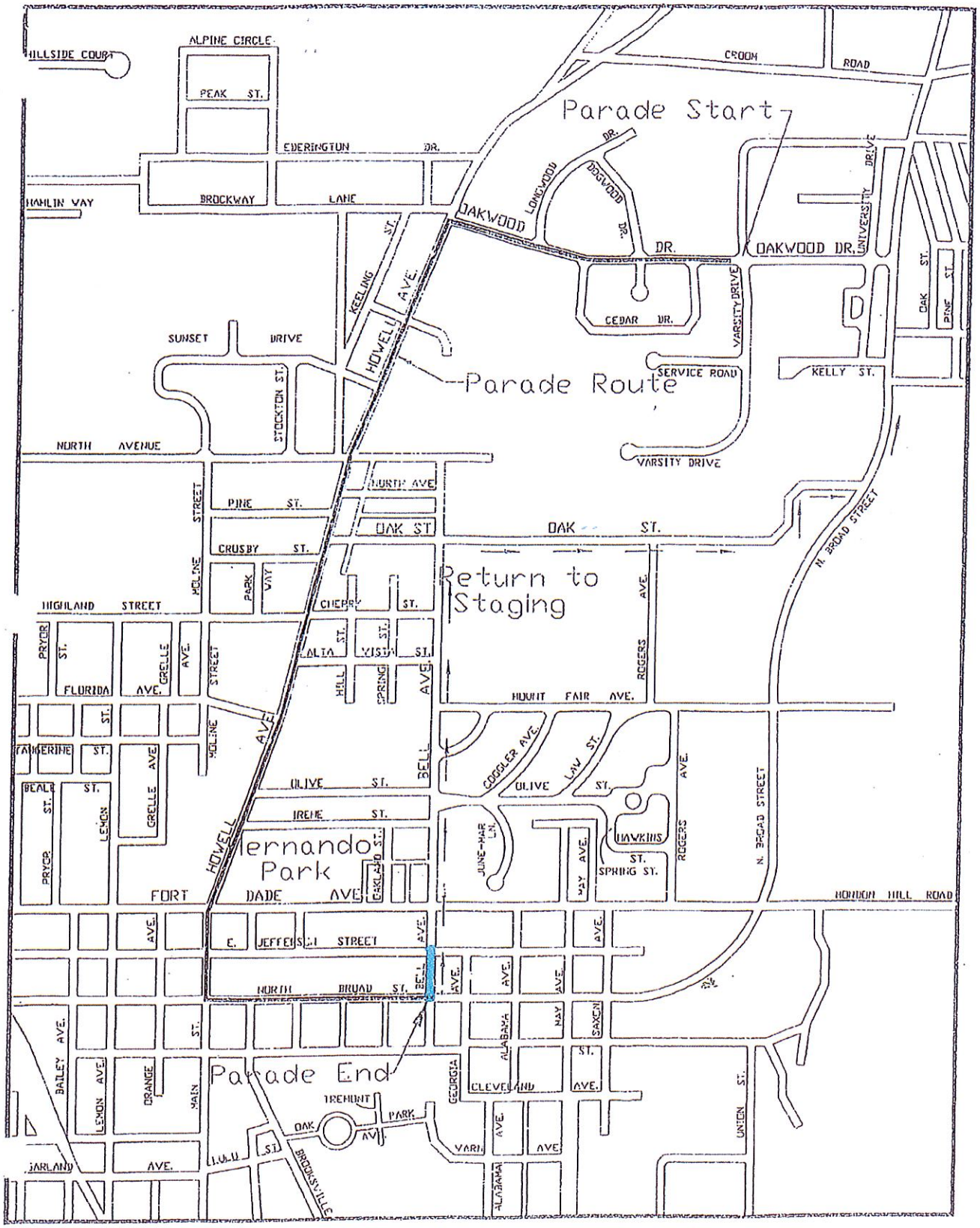
**Per Council Policy 3-2012: Applicants may request a Fee Waiver of up to 50% of City required Special Event Permit Fees. Council may, with a supermajority vote or at a minimum, a 4-1 vote, waive fees above the 50%. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. Applicants are encouraged to solicit volunteer agencies to offset costs.* ____ Initial of Applicant

EVENT:	DETAIL SPECIFICATIONS:
BROOKSVILLE	SATURDAY, DECEMBER 12, 2015 AT 1000 HRS **Be on Post NLT 0930**
CHRISTMAS PARADE	Detail is from 0930 to 1230 hours, Radio Group: IA-1
	CONTACTS: LARRY FLUTY 410-1498, JEREMY MOORE 428-1418

Barricade requests: Robert Graves (352)585-1965

POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	$ AMOUNT
COMMAND POST / OIC	Lt. Whitacre	904		42.75	3	128.25
LEAD VEHICLE	Sgt. Serrano	905		37.98	3	113.94
OAKWOOD / CEDAR (E)	BARRICADE				0	0
OAKWOOD / DOGWOOD	BARRICADE				0	0
OAKWOOD / CEDAR (W)	BARRICADE				0	0
OAKWOOD / LONGWOOD	BARRICADE				0	0
HOWELL / OAKWOOD	Ofc. Solakian	926		26.85	3	80.55
HOWELL / W. KELLY	BARRICADE				0	0
HOWELL / SUNSET	BARRICADE				0	0
HOWELL / NORTH	Sgt. Dixon	910		25.96	3	77.88
HOWELL / PINE	BARRICADE				0	0
HOWELL / OAK	BARRICADE				0	0
HOWELL / CROSBY	BARRICADE				0	0
HOWELL / CHERRY	BARRICADE				0	0
HOWELL / HIGHLAND	Tech. Houghton	932		22.71	3	68.13
HOWELL / ALTA VISTA	BARRICADE				0	0
HOWELL / FLORIDA	Ofc. M. Austin	950		22.71	3	68.13
HOWELL / OLIVE	Ofc. Davis	952		27.66	3	82.98
HOWELL / IRENE	BARRICADE				0	0
HOWELL / FT. DADE	Ofc. Archibald	921		28.23	3	84.69
E. JEFFERSON / MAIN	Det. Schofield	931		32.01	3	96.03
BROAD / MAIN	Ofc. Blackman	923		27.66	3	82.98
N. BROAD/ S. BROOKSVILLE	Det. Pasternak	930		32.01	3	96.03
N. BROAD / MAGNOLIA	Ofc. Stockton	916		27.66	3	82.98
N. BROAD / BELL	Ofc. Maeder	953		18.44	3	55.32
E. JEFFERSON / BELL	Ofc. Nelson	915		29.07	3	87.21
FT. DADE / BELL	Ofc. Martin	912		28.23	3	84.69
BELL / IRENE	BARRICADE				0	0
BELL / OLIVE	BARRICADE				0	0
BELL / MICKLER LOOP	BARRICADE				0	0
BELL / MT. FAIR	BARRICADE				0	0
BELL / ALTA VISTA	BARRICADE				0	0
BELL / CHERRY	BARRICADE				0	0
BELL / OAK	BARRICADE				0	0
BROAD / OAKWOOD	BARRICADE				0	0
BROAD / VARSITY (North)	BARRICADE				0	0
TRAIL VEHICLE	Sgt. Caldwell	907		34.46	3	103.38
					48	**$1,393.17**

TOTAL MAN HOURS: 48 **TOTAL COST: $1,393.17**



Parade Start
Parade Route
Return to Staging
Hernando Park
Parade End
ALPINE CIRCLE
HILLSIDE COURT
PEAK ST.
EDERINGTON DR.
BROCKWAY LANE
HAMLIN WAY
CROOM ROAD
OAKWOOD DR.
LONGWOOD DR.
DOGWOOD DR.
CEDAR DR.
VARSITY DRIVE
UNIVERSITY DRIVE
OAK ST.
PINE ST.
KELLY ST.
SERVICE ROAD
SUNSET DRIVE
KEELING ST.
HOWELL AVE.
STOCKTON ST.
NORTH AVENUE
NORTH AVE
PINE ST.
CROSBY ST.
OAK ST
MOLINE STREET
PARK WAY
CHERRY ST.
HIGHLAND STREET
PRYOR ST.
GRELLE AVE.
FLORIDA AVE.
ALTA VISTA ST.
HILL ST.
SPRING ST.
BELL AVE.
HOUNT FAIR AVE.
ROGERS AVE.
N. BROAD STREET
TANGERINE ST.
BEALE ST.
LEMON ST.
OLIVE ST.
IRENE ST.
COGGLER AVE.
LAW ST.
JUNE-MAR LN.
HAWKINS ST.
SPRING ST.
MAY AVE.
OAKLAND ST.
FORT DADE AVE
HONDON HILL ROAD
E. JEFFERSON STREET
NORTH BROAD ST.
BAILEY AVE.
ORANGE ST.
MAIN ST.
ALABAMA AVE.
SAXON AVE.
GEORGIA AVE.
CLEVELAND AVE.
UNION ST.
TREMONT PARK
OAK AVE.
VARN AVE.
GARLAND AVE.
LULU ST.
BROOKSVILLE

Attachment 3

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
9/21/2015	10/3/2015	Communities in Schools of HH					275.00	275.00	0.00	275.00	13,349.32
9/21/2015	10/17/2015	Junior Service League 5K Fun Run	229.63				275.00	485.72	0.00	485.72	12,863.60
9/21/2015	10/9/2015	Hernando HS Annual Parade	555.40					555.40	0.00	555.40	12,308.20
								0.00	0.00	0.00	12,308.20
								0.00	0.00	0.00	12,308.20
								0.00	0.00	0.00	12,308.20
								0.00	0.00	0.00	12,308.20
								0.00	0.00	0.00	12,308.20
								0.00	0.00	0.00	12,308.20
TOTALS			3,234.24	542.44	2,691.80	12,308.20					

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					

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.

City Council
AGENDA ITEM: H1
October 5, 2015

City of Brooksville

352.540.3810 Phone
352.544.5424 Fax

September 11, 2015

Jack and Tammy Bowen
Brooksville Furniture
350 Ponce de Leon Boulevard
Brooksville, FL 34601

Re: Margaret R. Ghiotto Commercial Improvement Award

Dear Mr. and Mrs. Bowen:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Improvement Award for beautifying the business located at 350 Ponce de Leon Boulevard.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the City Council Meeting to be held Monday, October 5, 2015 at 7:00 p.m. in the **BROOKSVILLE CITY HALL COUNCIL CHAMBERS LOCATED AT 201 HOWELL AVENUE**. If you are unable to attend this meeting to accept your award, please contact Jennifer Battista at (352) 540-3813 or jbattista@cityofbrooksville.us.

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

Sincerely,

Scott Renz

Scott Renz, Chairman
Beautification Board

/jb

cc: City Clerk's office

Margaret R. Ghiotto

CERTIFICATE OF RECOGNITION

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

Brooksville Furniture

350 Ponce de Leon Boulevard

Presented this 5th day of October, 2015.

Frankie Burnett
Mayor

Janet Kato
Deputy City Clerk

147433 02/27/2014

350 Ponce de Leon Blvd

City Council
AGENDA ITEM: H2
October 5, 2015

City of Brooksville

Proclamation

Whereas, the white cane, which every blind citizen of our city has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

Whereas, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society; and

Whereas, every citizen should be aware that the law requires that motorists exercise appropriate caution when approaching a blind person carrying a white cane; and

Whereas, Florida law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities; and

Whereas, the State of Florida, through its public agencies and with the cooperative assistance of the Lighthouse for the Visually Impaired and Blind, can look forward to a continued expansion of employment opportunities for and greater acceptance of blind persons in the competitive labor market:

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 14, 2015.

"White Cane Awareness Day"

in Brooksville and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as an instrument of safety and self-help for blind pedestrians on our streets and highways.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 6th day of October, 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 Clerk

City Council
AGENDA ITEM: H3
October 5, 2015

City of Brooksville

Proclamation

Whereas, this year, more than 230,000 women and 2,000 men will be diagnosed with breast cancer in America, bringing the heartache and pain of this disease to touch many of our families with mothers, fathers, daughters, and sisters to bear these burdens; and

Whereas, when breast cancer is caught early, treatments work best and survival rates increase with recommended mammograms and breast cancer screenings that play an essential role in early detection; and

Whereas, there is more work to do, in addition to the billions of dollars in critical research, in better understanding the causes of breast cancer through new diagnostic tools and innovative treatments; and

Whereas, this month, as we honor those lost to breast cancer, let us join with the loved ones who celebrate their memory, and the patients who battle this disease every day, as well as our Nation's advocates, medical researchers, and health care providers to renew our commitment to better prevent, detect, and treat breast cancer; and

Whereas, during the month of October we recognize all those who know the anguish of breast cancer, we redouble our efforts to improve care and bring attention to this disease.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby recognize October, 2015 as:

National Breast Cancer Awareness Month

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 5th day of October, 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 Clerk

City Council
AGENDA ITEM: H4
October 5, 2015

City of Brooksville
Proclamation

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

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, home fires killed more than 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fires; and

Whereas, working smoke alarms cut the risk of dying in reported home fires in half; and three out of five home fire deaths result from fires in properties without working smoke alarms,; and

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

Whereas, the 2015 Fire Prevention Week theme, "Hear the Beep Where You Sleep: Every Bedroom Needs a Working Smoke Alarm" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 4-10, 2015, as

"Fire Prevention Week"

and, urge all citizens in the City of Brooksville and surrounding communities to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, and to support the many public safety activities and efforts of Brooksville Fire Rescue Department during Fire Prevention Week 2015.

IN WITNESS WHEREOF, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 5th day of October, 2015.

CITY OF BROOKSVILLE

_____
Frankie Burnett, Mayor

_____
Natialier 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: H5
October 5, 2015

City of Brooksville
Property & Casualty Insurance
2015-2016

BALLATOR Insurance Group

PUBLIC RISK MANAGEMENT OF FLORIDA

WORLD Risk Management
A BALLATOR COMPANY

www.Ballator.com - www.PRM-FL.com - www.WRMLLC.com

HISTORY OF PRM

- Established 1987
- Began with eight (8) members, today has over 50 members
- Major Objectives:
  - Lower Costs
  - Enhanced Coverage
  - Outstanding Claim and Loss Control Services
  - Stability
  - Self Governed by Members – voting rights
  - Professional and Timely Service

CITY OF BROOKSVILLE

- Member since 2004
- PRM 2014 Pricing – 8.8% less than 2008
- Participation Credits of over $450,000 over the last 5 years

PRM COVERAGES - PROPERTY

TOTAL BUILDING VALUES	$31,301,400
TOTAL CONTENT VALUES	$2,412,020
DECLARED/PROP IN OPEN	$2,798,200
EDP Equipment (Hardware)	$173,800
BUSINESS INTERRUPTION/ EXTRA EXPENSE	$1,500,000
EQUIPMENT VALUES	$1,089,674
AUTOMOBILE VALUES	$3,356,647
RENTAL VALUES	$80,000
MISCELLANEOUS PROPERTY	$0
TOTAL INSURABLE VALUES	$42,711,741

PRM COVERAGES - LIABILITY

Auto Liability	$2,000,000 per occurrence
General Liability	$2,000,000 per occurrence
Public Officials Errors & Omissions	$2,000,000 per claim / $6,000,000 annual aggregate

PRM COVERAGES - WORK COMP

Workers Compensation	STATUTORY
Employer's Liability	$3,000,000

PRM COVERAGES – B&M & CRIME

Boiler & Machinery $50,000,000

Comprehensive form covering boilers, pressure vessel, electrical machines including air conditioning, refrigeration equipment, electrical apparatus and electrical computer or electronic data processing equipment including production machines

Crime

Employee Theft-Per Loss Coverage	$500,000
Forgery or Alteration	$500,000
Inside Premises-Theft of Money & Securities	$500,000
Inside Premises-Robbery, Safe Burglary-Other Prop	$500,000
Outside the Premises	$500,000
Computer Fraud	$500,000
Funds Transfer Fraud	$500,000
Money Orders and Counterfeit Paper Currency	$500,000

PRM COVERAGES – ANCILLARY

- NCCI Flood Insurance
- Aviation Liability
- Pollution Liability
- Cyber Liability
- Statutory AD&D
- Accident Insurance
- Facilities Use Insurance
- Fiduciary Liability

BENEFITS OF A PRM MEMBER

- Broadest Insurance Coverage Available
- Superior Claims Handling
- Superior Loss Control Services
- State of the Art Online Training Program
- Voting Rights – **One member, one vote**
- **Use of Surplus to lower costs**
- Employment Practices Hotline
- Law Enforcement Hotline
- Immediate Service Response from Broker & Staff
- Long Tenured PRM Staff & WRM Broker Team

PREMIUM HISTORY

POLICY TERM	TOTAL PRM PREMIUM
2008-2009	$ 652,433
2009-2010	$ 446,023
2010-2011	$ 446,023
2011-2012	$ 445,801
2012-2013	$ 485,922
2013-2014	$ 541,803
2014-2015	$ 574,854
2015-2016	$ 594,973

IMPORTANT: Over $450,000 in Participation Credits from PRM Surplus has been credited to Brooksville during this period

PRM vs Competitors

Major Coverage Differences Seen Recently:

- Ordinance/Increased Cost of Construction - $25,000,000 vs 25% of loss
- Flood Coverage - $50,000,000 vs $4,000,000 to $5,000,000
- Flood Deductible - $1,000 vs $100,000
- Defense Costs – Inside limit vs Outside limit (can be misleading)
- Prior Acts Coverage – Full Prior Acts vs 3 Years Prior Acts (Huge Coverage Gap – Discuss Sample Scenario)

2015 Coverage Enhancements

- Inverse Condemnation
  - Current option offered - $100,000 per claim/annual aggregate per member; Premium: $12,375
  - Proposed - $100,000 per claim/annual aggregate per member included in overall P & C Premium – No Separate Charge
- Bert Harris Act
  - Current Coverage - $2,000,000 per claim, part of $6,000,000 Public Officials Annual Aggregate
  - Proposed – Reduce Limit to $300,000 per claim/annual aggregate (still part of $6m Public Officials E&O annual aggregate)
- Non-Monetary Damages
  - Current option offered - $10,000 per claim/annual aggregate per member; Premium - $1,800
  - Proposed – Provide $100,000 per claim/annual aggregate per member included in overall P & C Premium – No Separate Charge

CITY OF BROOKSVILLE

	2010-2011
Policy Premium	$446,023
Loss Ratio to Date	155.8%
Claims Paid to Date	$695,323
Reserves	$0
Total Incurred	$695,323
Number of Claims	51

CITY OF BROOKSVILLE

	2011-2012
Policy Premium	$445,801
Loss Ratio to Date	64.6%
Claims Paid to Date	$288,141
Reserves	$0
Total Incurred	$288,141
Number of Claims	39

CITY OF BROOKSVILLE

	2012-2013
Policy Premium	$485,922
Loss Ratio to Date	89.2%
Claims Paid to Date	$288,314
Reserves	$145,613
Total Incurred	$433,928
Number of Claims	37

CITY OF BROOKSVILLE

	2013-2014
Policy Premium	$541,803
Loss Ratio to Date	42.3%
Claims Paid to Date	$191,552
Reserves	$ 37,631
Total Incurred	$229,180
Number of Claims	25

CITY OF BROOKSVILLE

	2014-2015
Policy Premium	$574,854
Loss Ratio to Date	27.7%
Claims Paid to Date	$106,498
Reserves	$ 53,046
Total Incurred	$159,546
Number of Claims	18

EXPOSURE HISTORY

RENEWAL EXPOSURES PROPERTY VALUES	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016 APPRAISED	
TOTAL BUILDING VALUES	$17,925,000	$26,866,300	$27,932,800	$29,400,600	$29,936,000	$31,301,400	
TOTAL CONTENT VALUES	$9,925,100	$2,635,500	$2,769,100	$2,801,400	$2,828,400	$2,412,020	
DECLARED/PROP IN OPEN	$6,957,400	$2,054,600	$2,137,000	$183,700	$2,195,900	$2,798,200	
EDP EQUIPMENT	$137,773	$152,200	$162,400	$2,163,200	$163,700	$173,800	
BI/EXTRA EXPENSE	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	
EQUIPMENT VALUES	$1,082,056	$1,096,153	$1,120,437	$876,820	$1,039,058	$1,089,674	
AUTOMOBILE VALUES	$1,711,406	$2,855,675	$2,802,241	$2,859,418	$3,090,556	$3,356,647	
RENTAL VALUES	$12,000	$12,000	$12,000	$12,000	$80,000	$80,000	
MISCELLANEOUS PROP							
TOTAL INSURABLE VALUES	**$39,250,735**	**$37,172,428**	**$38,435,978**	**$39,777,138**	**$40,833,614**	**$42,711,741**	+8.8%
TOTAL VEHICLE COUNT	94	99	97	92	99	107	+13.8%
NUMBER OF EMPLOYEES	130	128	125	128	126	127	-2.3%
PAYROLL	$4,815,990	$4,851,227	$4,674,067	$4,765,154	$4,734,011	$4,879,324	+1.3%

City Council
AGENDA ITEM: J1
October 5, 2015

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: GEORGE TURNER, CHIEF OF POLICE

SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT PROGRAM – COUNTYWIDE FY2016

DATE: OCTOBER 05, 2015

GENERAL SUMMARY: The FY2016 Edward Byrne Memorial Justice Assistance Grant award amount for Hernando County is $ 57,158. Funds are to be used by local units of governments to support approved programs that prevent and control crime and improve the criminal justice system.

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. The Hernando County Board of County Commissioners assumed responsibility as the coordinating unit of government and appointed the Substance Abuse Policy Advisory Board as the county coordinator for this program. The Certificate of Participation was filed by the Board of County Commissioners as required.

The Substance Abuse Policy Advisory Board met at the County Clerk's meeting room, Hernando County Court House, Brooksville, Florida and submitted the following recommendations for the FY2016 grant awards:

Hernando County Sheriff's Office: $ 21,435
City of Brooksville Police Department: $ 21,435
Hernando County Drug Court: $ 14,288

BUDGET IMPACT: Grant award is for the FY2016 budget year. There are no matching funds required. The grant amount for the City is Brooksville is $21,435 and will cover the cost of Speed Enforcement Radar Units. Monies have been approved in the FY2016 Budget.

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

STAFF RECOMMENDATION: Staff recommends approval of award and authorize the Mayor to sign the consensus grant award letter (attached) approving the recommendations forwarded by the Substance Abuse Policy Advisory Board. Additionally, staff recommends approval for the City Manager to sign the Application for Funding as the Authorizing Official of Government Unit/Designated Representative of the City of Brooksville for the application and acceptance of the grant award in the amount of $ 21,435.

Attachment: 1) Consensus Grant Award Letter

Attachment 1

City of Brooksville

Phone: (352) 540-3810
Fax: (352) 544-5424

October 5, 2015

Ms. Petrina T. Herring, Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with State of Florida *Rule 11D-9,* F.A.C., the Brooksville City Council approves the distribution of $57,158 of Federal Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide funds for the following projects within Hernando County:

Sub-grantee **Amount**	**Title of Project**
Court Administration Fifth $14,288	Hernando County Adult Drug Judicial Circuit Court Program **Speed Detection Device Program**
City of Brooksville Police Department $21,435	Purchase of in-car video cameras
Hernando County Sheriff's Office $21,435	

Sincerely,

Frankie Burnett, Mayor
Brooksville City Council

City Council
AGENDA ITEM: K1
October 5, 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: OCTOBER 5, 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.

CITY COUNCIL ACTION: At the September 21, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 846 to annex the property into the City and scheduled the second and final reading of the Ordinance for October 5, 2015.

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

Attachment 1

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

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: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Bill Geiger
Print Name BILL GEIGER

Signature Martha Rithinger
Print Name Martha Rithinger

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.

Jennifer Battista
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

Attachment 2

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 0010 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
Ordinance No. 846

Attest: _____ By: _____
Janet Kato, Deputy City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 14th day of September, 20 2015.

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

PASSED on First Reading September 21, 2015.

NOTICE Published on September 25, 2015 and October 2, 2015.

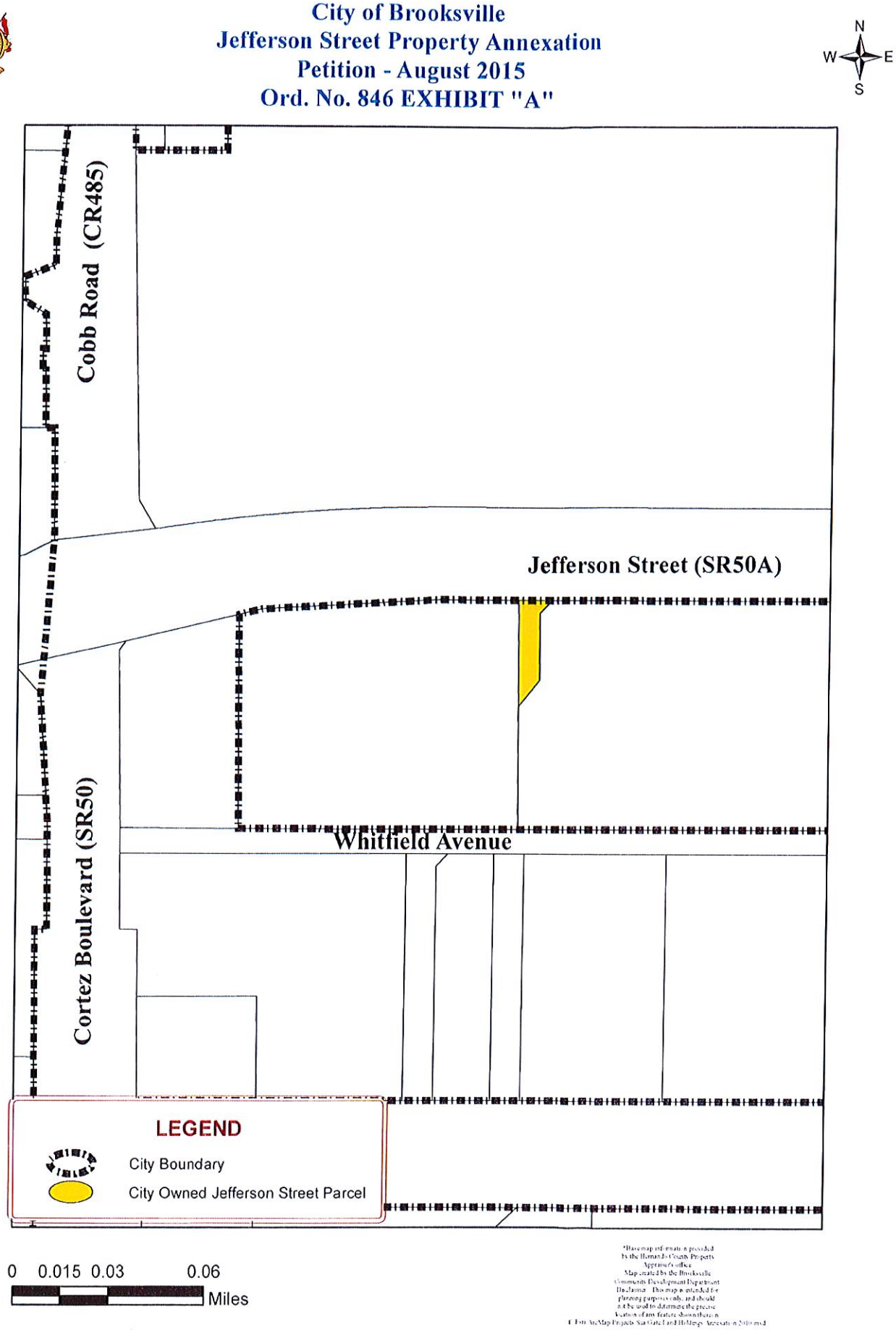
PASSED on Second & Final Reading _____

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

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

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

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



*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
© Esri ArcMap Projects Sea Gate Land Holdings Annexation 2010.mxd

City Council
AGENDA ITEM: K2
October 5, 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: OCTOBER 5, 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.

CITY COUNCIL ACTION: At the September 21, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 847 to annex the property into the City and scheduled the second and final reading of the Ordinance for October 5, 2015.

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

Attachment 1

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: _____
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.

_____
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: 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:

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 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.

Jennifer J. Battista
SIGNATURE OF NOTARY

NOTARY PUBLIC STATE OF FLORIDA
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 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

Attachment 2

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

CITY OF BROOKSIVLLE, FLORIDA
Ordinance No. 847

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 14th day of September, 2015.

NOTICE was mailed to affected parties (if any) via United States Mail on the 14th day of September, 2015.

PASSED on First Reading September 21, 2015.

NOTICE Published on September 25, 2015 and October 2, 2015.

PASSED on Second & Final Reading _____

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

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

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

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.

1/

EXHIBIT A

2008033599
LORINDA 2572/174
OFFICIAL RECORDS
BK: 2572 PG: 174

LT1-2-2008033599-1

LT2-2572-174-13

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
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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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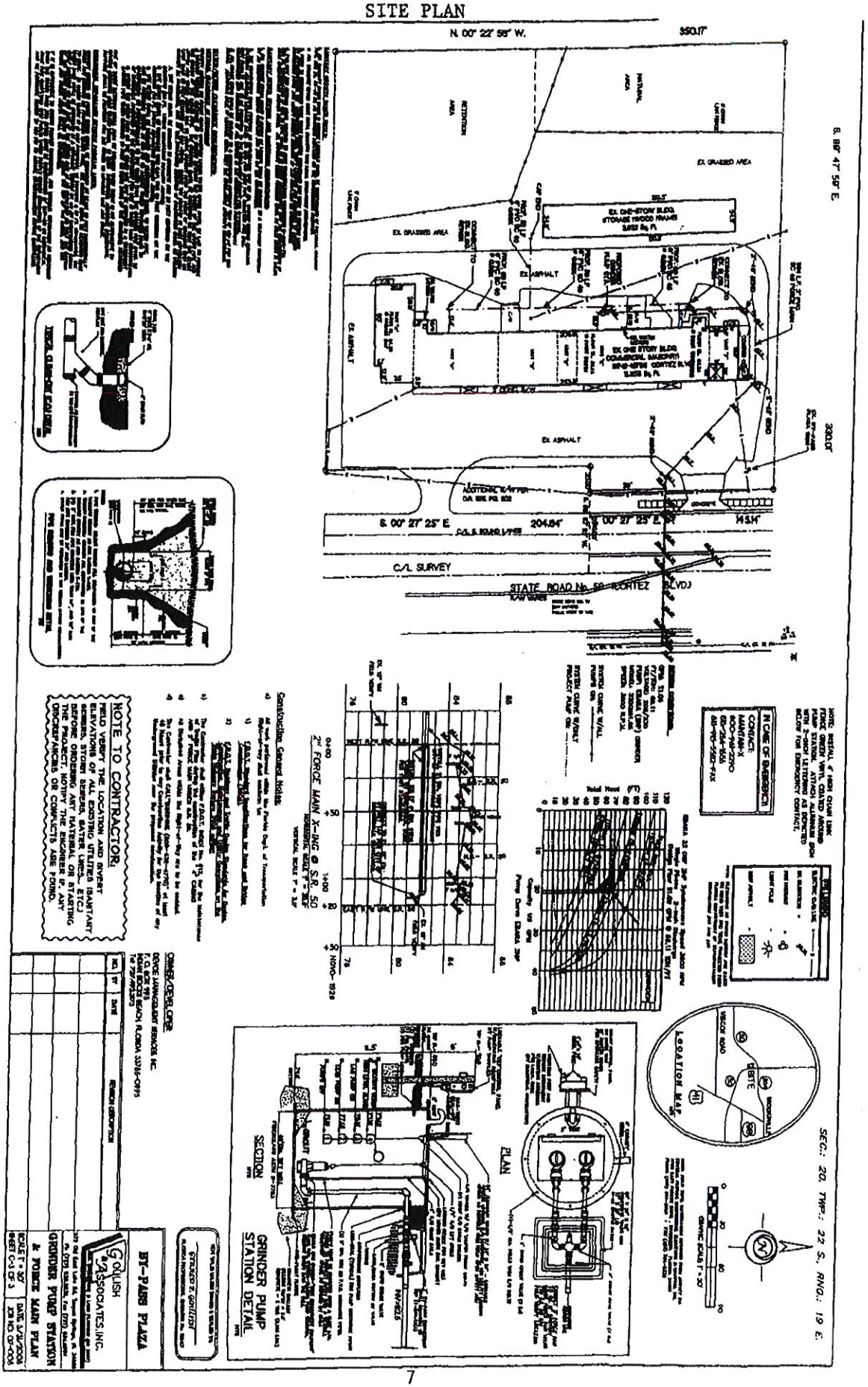
"EXHIBIT B"

SITE PLAN



OFFICIAL RECORDS
BK: 2572 PG: 181

"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
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"EXHIBIT D"
WATER ELEMENT

1. The DEVELOPMENT is currently receiving potable water service from the CITY;

2. The DEVELOPER is not requesting any changes to the present water connection to the CITY.

3. The DEVELOPER agrees to install reduced pressure backflow devices on all meters located on-site. DEVELOPER further agrees that the backflow devices will remain the property and maintenance responsibility of the DEVELOPER.

4. 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.

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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

OFFICIAL RECORDS
BK: 2572 PG: 185

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.

OFFICIAL RECORDS
BK: 2572 PG: 186

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

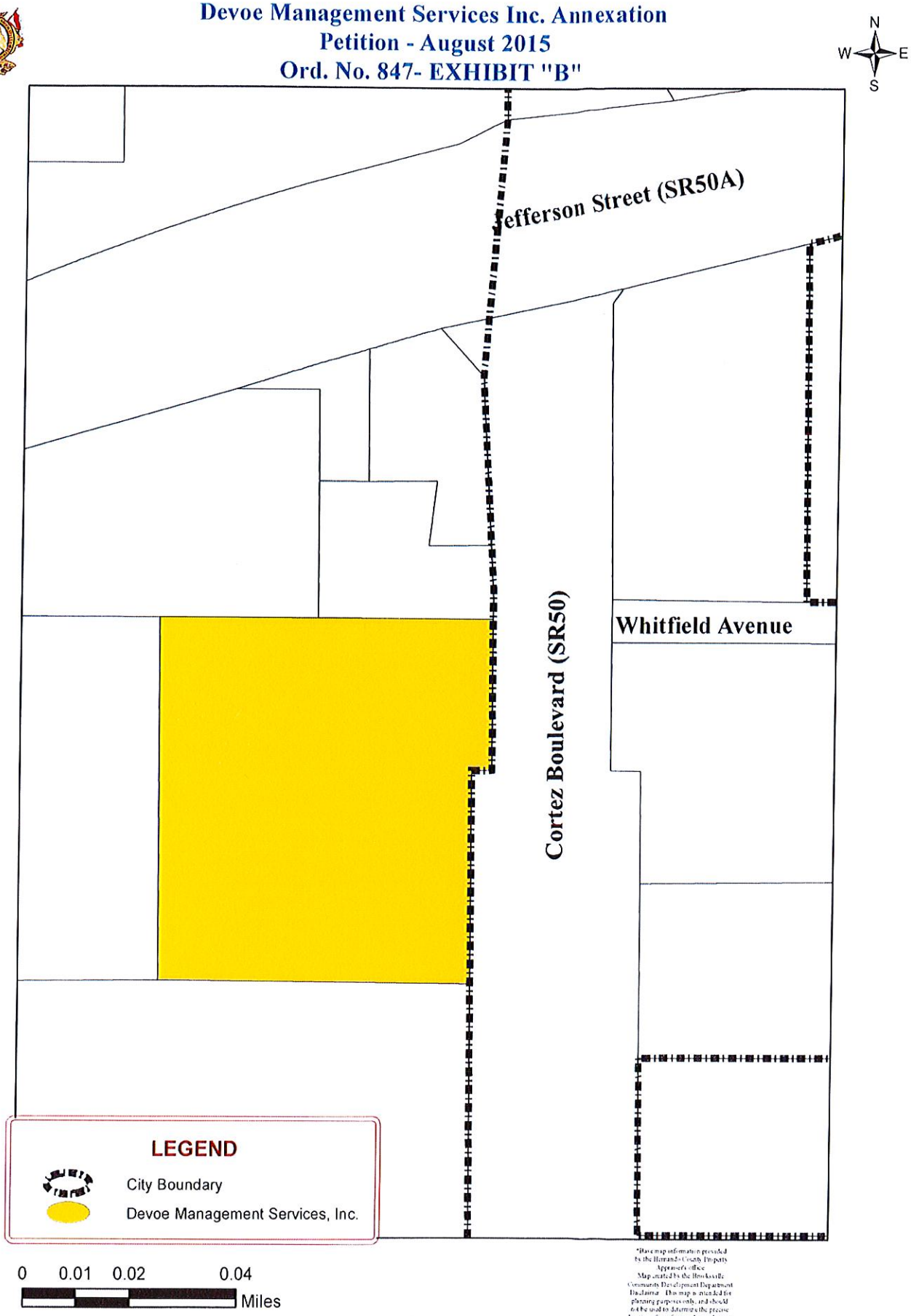
* Units were accessed the minimum 1 ERU per unit initially. Additional connection fees my be accessed with occupancy is known.

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>

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
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City Council
AGENDA ITEM: K3
October 5, 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 ~~ANNE~~XATION FOR HOOTERS REAL ESTATE, LLC.

DATE: OCTOBER 5, 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.

CITY COUNCIL ACTION: At the September 21, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 848 to annex the property into the City and scheduled the second and final reading of the Ordinance for October 5, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 848 with Exhibit "A," Utility Service Agreement and Exhibit "B," Location Map

Attachment 1

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: _____
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.

_____
Notary Public

_____
Notary Seal or Stamp

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

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 Rithinger
Print Name Martha Rithinger

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

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 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

Attachment 2

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
Ordinance No. 848

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 14th day of September, 2015.

NOTICE was mailed to affected parties (if any) via United States Mail on the 14th day of September, 2015.

PASSED on First Reading September 21, 2015.

NOTICE Published on September 25, 2015 and October 2, 2015.

PASSED on Second & Final Reading _____

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

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

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

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 13 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 THOMAS COUNTY GA EXPIRES GEORGIA JULY 10, 2016

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.

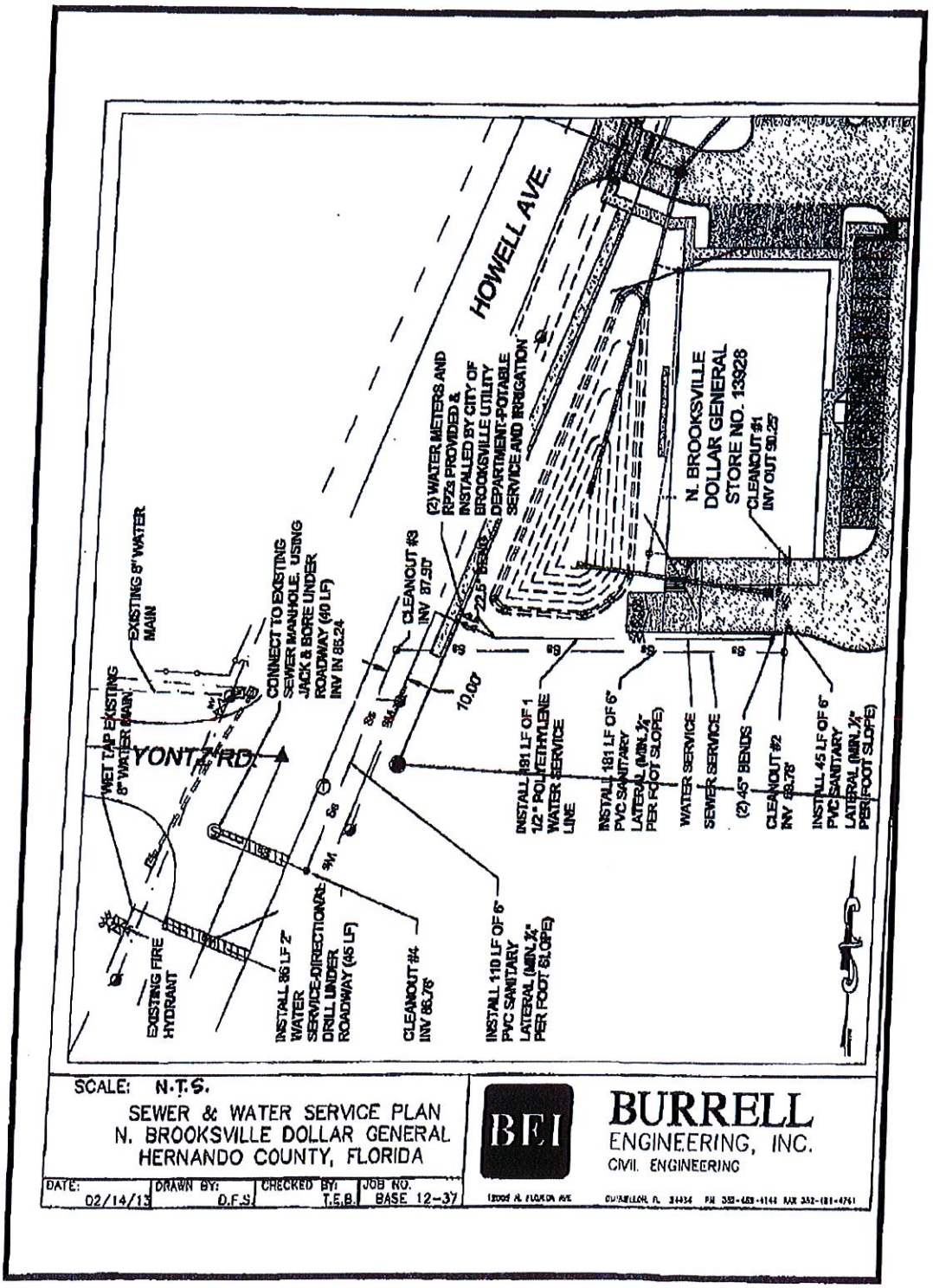
_____
Will Smith, Utilities Supt.

"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 N
Ros

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 21, Township 22 South, Range 19 East, thence N 86°27' 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°27' 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: _____ Grantor: _____ (LS)

Print Name: JOHN TYLER GUMPIN Print Name: _____

Witness: _____ Grantor: _____ (LS)

Print Name: BRI SWINGHAMSTER 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 Hinsteiner, 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

Jessica S. Cheney
Print, Type, or Stamp Commission

JESSICA S. CHENEY NOTARY PUBLIC GEORGIA EXPIRES JULY 10, 2016 THOMAS COUNTY, GA

Recorded and Return to:
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

I:\Jump Cold Dogs Power of Attorney Untitled.wpd\pwa\attorneys doc

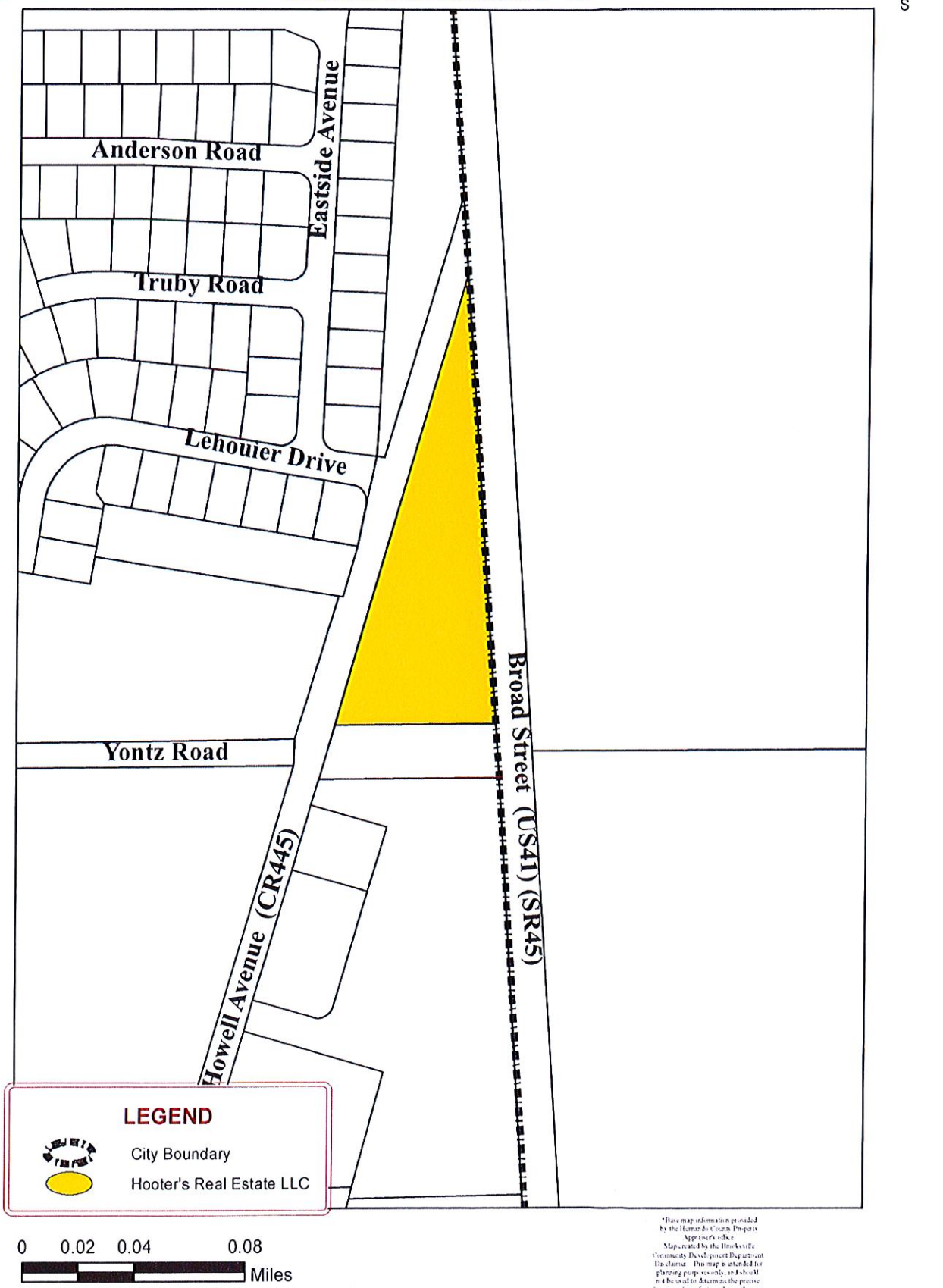
Instr #2013007009 BK:2975 Pages:1269 - 1269
Filed & Recorded 2/7/2013 9:41:54 AM, Rec Fees: $10.00

"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:\Esri\ArcMap\Projects\Sea Gate Land Holdings Annexation 2010.mxd

City Council
AGENDA ITEM: K4
October 5, 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: OCTOBER 5, 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.

CITY COUNCIL ACTION: At the September 21, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 849 to annex the property into the City and scheduled the second and final reading of the Ordinance for October 5, 2015.

ATTACHMENTS:
1. Annexation Petition
2. Proposed Ordinance No. 849 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

Attachment 1

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 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 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:

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 Jemene Norman-Vacla who is personally known to me or who has produced _____ as identification.

Jennifer 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

Owner or Representative

Attachment 2

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 0010 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.

CITY OF BROOKSIVLLE, FLORIDA
Ordinance No. 849

Attest: _____ By: _____
Janet Kato, Deputy City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 14th day of September, 2015.

NOTICE was mailed to affected parties (if any) via United States Mail on the 14th day of September, 2015.

PASSED on First Reading September 21, 2015.

NOTICE Published on September 25, 2015 and October 2, 2015.

PASSED on Second & Final Reading _____

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

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

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

(12)

Prepared by:

EXHIBIT A

Doc# 2005070260
Hernando County, Florida
08/12/2005 10:18AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2081 PG: 1027

R 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

T. Cunningham
Witness
Print name: Theresa Cunningham

John D. Sims, Sr.

B Jean Hedrick
Witness
Print name: B Jean Hedrick

T. Cunningham
Witness
Print name: Theresa Cunningham

Patricia A. Sims

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

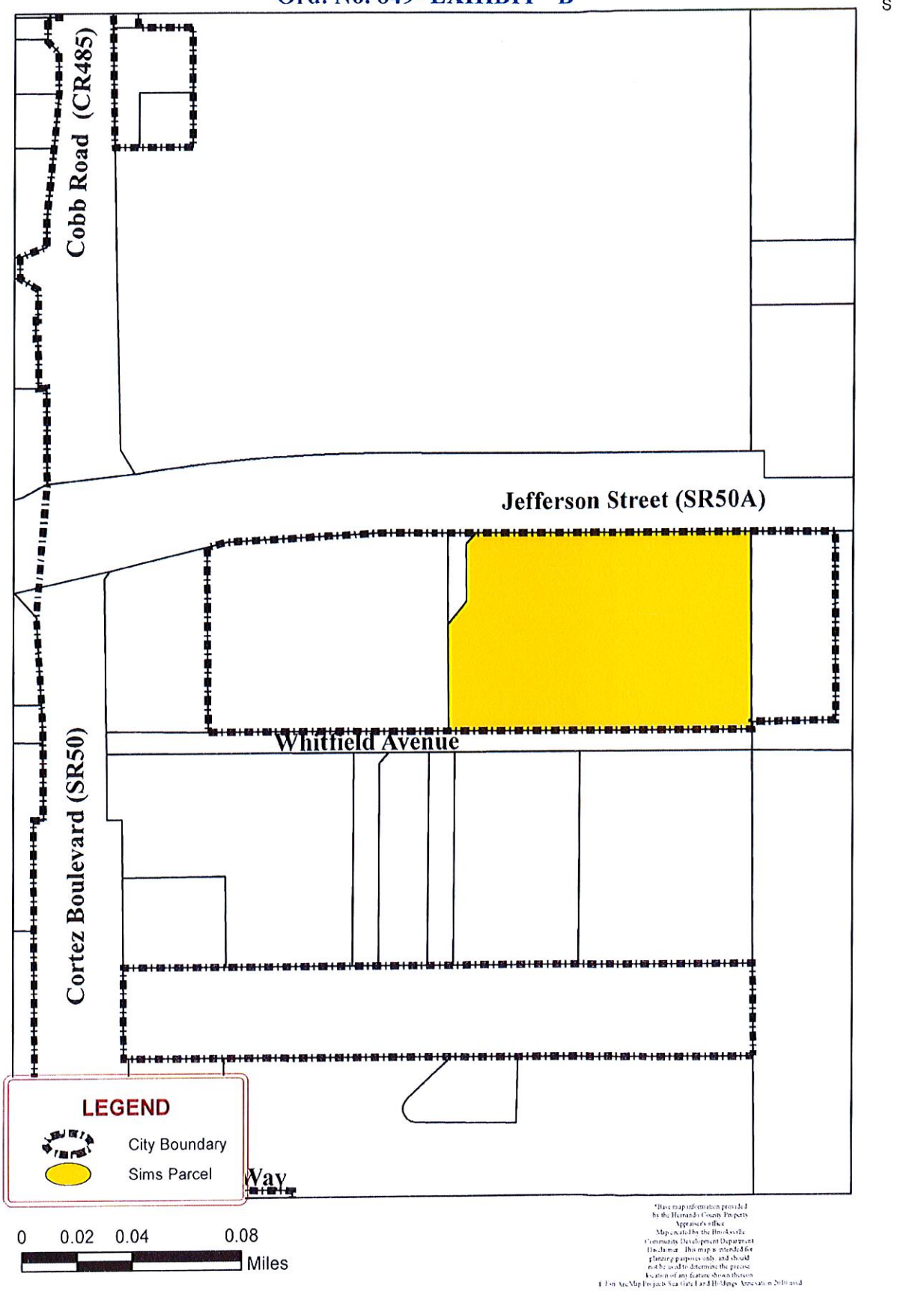
Record and Return To
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
(352) 544-5407

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
© Esri ArcMap Projects Sea Gate Land Holdings Annexation 2010.mxd

City Council
AGENDA ITEM: L1
October 5, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANET KATO, DEPUTY CLERK

SUBJECT: RESOLUTION NO. 2015-19 FDOT CLOSURE FOR THE 41ST ANNUAL BROOKSVILLE CHRISTMAS PARADE

DATE: OCTOBER 5, 2015

GENERAL INFORMATION: The Kiwanis Club of Brooksville is planning the 41st Annual Brooksville Christmas Parade for Saturday, December 12, 2015. Line-up begins at 7:00 a.m. at Oakwood Drive with the parade from 10:00 a.m. – 12:30 p.m.

The route will be the same as last year, from Oakwood Drive to Howell Avenue to Main Street crossing over State Road 50A (Jefferson Street) to U.S. 41 (Broad Street) then east on U.S. 41 to Bell Avenue North crossing State Road 50A (Jefferson Street) again to Oak Street.

Staff will need to submit a permit to the State of Florida FDOT, along with attached Resolution 2015-19, upon approval by Council, for closure of Jefferson and Broad Streets. Release of the permit will be pending submittal of the Certificate of Insurance, which will be supplied by the Kiwanis Club prior to the event.

BUDGET IMPACT: There is no budget impact associated with approval of this Resolution.

LEGAL NOTE: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events.

STAFF RECOMMENDATION: Staff recommends Council approval of Resolution No. 2015-19.

ATTACHMENT:
1. Resolution No. 2015-19
2. State of Florida Road Closure Permit

Attachment 1

RESOLUTION NO 2015-19

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN MAIN STREET AND BELL AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, DECEMBER 12, 2015; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City desires to promote businesses in and to bring visitors to the downtown area; and,

WHEREAS, the City desires to support the Annual Brooksville Christmas Parade that brings visitors to the City and promotes commerce in the downtown area; and,

WHEREAS, pursuant to the City of Brooksville Code of Ordinances, Section 74-1(b) and Section 74-165(a), the City Council may close streets for downtown events.

WHEREAS, the Kiwanis Club of Brooksville, the sponsoring organization for the parade, has been approved for a right-of-way closure and use permit contingent upon submission of an appropriate certificate of liability insurance to indemnify the City in an amount appropriate for the event at least 30 days prior to the event.

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

SECTION 1. STREET CLOSURES. The City Council recognizes the closure of the following Brooksville roadway segments to street traffic is necessary for public safety during the downtown event; and the City Council authorizes the following closures from 9:30 a.m. to 1:00 p.m. on the date of the parade:

- Oakwood Drive west to Howell (Main) and then south;
- Crossing State Road 50A (Jefferson St.) to US41 (Broad St);
- East on US 41 (Broad St) to Bell Avenue; and then north;
- Crossing State Road 50A (Jefferson St.) to Oak St.;
- East on Oak St. to US 41; and then north to Kelly Street

SECTION 2. CONFLICT. Any prior resolution or policy of the City inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

SECTION 3. SEVERABILITY. If any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this resolution are hereby declared severable.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption by the City Council.

ADOPTED this 5th d day of October, 2015.

CITY OF BROOKSVILLE
Resolution 2015-19

ATTEST: _____ BY: _____
Frankie Burnett, Mayor

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

VOTE OF CITY COUNCIL
Battista ___
Burnett ___
Erhard ___
Kahler ___
Kemerer ___

_____
Thomas S. Hogan, Jr., City Attorney
City Attorney

Attachment 2

Rule 14-65, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

850-040-65
MAINTENANCE
03/06

Instructions: 1. Obtain signatures of local law enforcement and city/county officials.
2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.
3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION	PERSON IN CHARGE	DATE
Kiwanis Club of Brooksville	Larry Fluty	September 15, 2015
ADDRESS OF ORGANIZATION		**TELEPHONE NUMBER**
P. O. Box 685 , Brooksville, FL 34605		352-410-1498

TITLE OF EVENT
Annula Brooksville Christmas Parade

DATE OF EVENT	STARTING TIME OF EVENT	DURATION OF EVENT (APPROX.)	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.)
12/12/2015	9:00 AM	4 hours	6:00 AM See Exhibit A

PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. – INCLUDE MAPS)

From parade start at the intersection of Varsity Dr and Oakwood Dr, west on Oakwood Dr to Howell Ave (Main St), then south on Howell (Main) crossing over State Road 50A (Jefferson St) to US 41 (Broad St), then east on US 41 (Broad St) to Bell Ave, then north on Bell Ave crossing State Road 50A (Jefferson St)to Oak St, then east on Oak St to US 41, then north on US 41 to Kelly St, then west onto Kelly St at parade end.

DETOUR ROUTE (INCLUDE ALTERNATE ROUTES – INCLUDE MAPS)

See Exhibit A

NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.)

City of Brooksville Police Department

SPECIAL CONDITIONS

THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING

LICENSED PYROTECHNICS OPERATOR NA LICENSE NO. _____

APPROVAL OF LOCAL FIRE DEPARTMENT _____

LIABILITY INSURANCE CARRIER _____ POLICY EFFECTIVE DATE _____

COVERAGE AMOUNT _____ ($1,000,000 MINIMUM)

LENGTH OF COVERAGE _____ DAYS

FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____

ADDITIONAL LIABILITY INSURANCE AMOUNT _____ ($5,000,000 MINIMUM)

TYPED NAME AND TITLE (INCLUDE BADGE NO. IF APPROPRIATE)	SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY	DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL	**SIGNATURE OF CITY/COUNTY OFFICIAL**	**DATE SIGNED**

AUTHORITIES: CHAPTER 14-65, FLORIDA ADMINISTRATIVE CODE: RULES OF THE DEPARTMENT OF TRANSPORTATION – TEMPORARY CLOSING AND SPECIAL USE OF STATE ROADS, SECTIONS 337.406(1), 496.06 AND 316.008, FLORIDA STATUTES.

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by: Kiwanis Club of Brooksville — Place Corporate Seal

Permittee

Signature and Title — Attested

NOTARY SEAL

KAREN BEASLEY
Commission # FF 036453
Expires July 17, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____

District Secretary or Designee

DISTRIBUTION: Original – Permittee
1st copy – District Maintenance Office
2nd copy – Local Maintenance Engineer