

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

DECEMBER 21, 2015

7:00 P.M.

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. COUNCIL MEMBER RECOGNITION

1. Mayoral Plaque for Frankie Burnett for 2015

Presentation: City Council

D. CERTIFICATES AND PROCLAMATIONS

1. Proclamation for National Mentoring Month

Proclamation in Recognition of Big Brothers Big Sisters National Mentoring Month

Presentation: Mayor
Attachments: Proclamation

E. PRESENTATIONS & REQUESTS FOR WAIVERS

1. Fee Waiver Request – Hernando County Fine Arts Council

Consideration of request for fee waiver for the “Art in the Park” event scheduled for March 11 – March 12, 2016.

Presentation: Hernando County Fine Arts Council
Recommendation: Direction to Staff
Attachments: Letter of request from the Chairman dated 06/30/15; Facility Use Agreement; Certificate of Insurance; Special Event Fee Waiver Policy; Fee Waiver Spreadsheet

2. Fee Waiver Request – Grace World Outreach Church

Consideration of request for fee waiver for the “No More Taken 5k Run” scheduled for February 20, 2016.

Presentation: Grace World Outreach Church
Recommendation: Direction to Staff
Attachments: Letter of request from Pastor Brunette; Street Map; List of Streets; Certificate of Liability Insurance; Special Event Fee Waiver Policy; Fee Waiver Spreadsheet

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3. Fee Waiver Request – Hernando County Public Library

Consideration of request for fee waiver for the “2nd Annual Brooksville Library 5k” event scheduled for February 27, 2016.

Presentation: Hernando County Public Library
Recommendation: Direction to Staff
Attachments: Event Flyer; List of Streets; Street Map; Certificate of Insurance; Special Event Fee Waiver Policy; Fee Waiver Spreadsheet

F. CITIZENS INPUT

G. CONSENT AGENDA

1. Minutes

August 10, 2015 Budget Workshop
October 5, 2015 City Council Regular Session
October 19, 2015 City Council Regular Session
November 2, 2015 City Council Regular Session

2. Surplus of Maintenance Vehicles and Equipment

Consideration of approval of surplus items with authorization for the City Manager to dispose of through auction or appropriate venue and distribution of derived revenues as appropriate.

3. FY 2016 FDOT Landscape Reimbursement and Maintenance Agreement

Consideration of approval of the proposed FDOT Landscape Reimbursement and Maintenance Agreements as provided, and to authorize the Mayor to sign the agreement.

4. Addition to Master Lease, Patrol Car Lease

Consideration of approval to complete acquisition of a 2016 Dodge Charger marked patrol car via current lease agreement with Bancorp Bank; and to authorize the Mayor to sign the bank authorization to add-on to the current Master Lease Agreement.

5. Replacement of Detective Car and Emergency Equipment

Consideration of approval to replace the 2012 Dodge Charger, vehicle #184, with a 2016 Dodge Charger, utilizing the State bid pricing from AutoNation Chrysler Dodge, an authorized State bid dealer; and to replace emergency equipment.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Parks Director dated December 9, 2015; pictures; 3) Memo from Parks Director dated December 7, 2015; Agreements and budget reference; 4) Memo from Chief of Police dated December 7, 2015; Agreements 5) Memo from Chief of Police dated December 21, 2015: Attachments

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H. PUBLIC HEARINGS

**Entry of Proof of Publication into the Record*

1. Ordinance No. 862 – AX2015-14; City Initiated Annexation for Brooksville Christian Church, Inc.

Consideration of approval of voluntary annexation of approximately 9.10 acres located at 6197 Broad Street, approximately 2,050 feet north of Southern Hills Boulevard.

Presentation: City Planner
Recommendation: Approval of **Second Reading** of Ordinance No. 862 upon roll call vote.
Attachments: Memo from City Planner dated December 21, 2015; Annexation petition and Proposed Ordinance with Exhibits

I. REGULAR AGENDA

1. Intergovernmental, Board Assignments and Organizations - City Council Appointments to various Boards and Committees

External Boards/Committees

Current Council Representative

Hernando County Anti-Drug Coalition	Frankie Burnett
Community Alliance	Frankie Burnett
Metropolitan Planning Organization (MPO)	Robert Battista
	William Kemerer, Alternate
Take Stock in Children	Frankie Burnett
Tourist Development Council	Betty Erhard
Withlacoochee Regional Water Supply Authority	Robert Battista
	Richard Radacky, Alternate
Youth and Family Alternatives	Frankie Burnett

City Boards/Committees

Current Council Representative

Beautification Board	Betty Erhard
Brooksville Cemetery Advisory Board	Frankie Burnett
Good Neighbor Trail Advisory Committee	Natalie Kahler
Parks and Recreation Advisory Board	Natalie Kahler

Presentation: City Clerk
Recommendation: Appointments
Attachment: Memo from City Clerk dated December 15, 2015 List of Boards & Committees

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J. CITIZENS INPUT

K. ITEMS BY COUNCIL

L. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at www.ci.brooksville.fl.us. Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3810.

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 of Brooksville Proclamation

Whereas, the citizens of the City of Brooksville, Florida recognize that our success depends on helping every child succeed in school and reach their full potential in life, and realize that young people need a solid foundation of support that will help them become well-educated, confident, and productive citizens; and

Whereas, the Big Brothers Big Sisters mentoring model is a proven, effective strategy that helps children and young adults by matching them with a caring, responsible adult role model who can provide guidance and direction, and build their confidence;

Whereas, mentors build character, encourage success, raise expectations, and inspire young people to do their best. Mentors serve as friends, role models, teachers, and sources of stability and support during a critical time in a child's life; and

Whereas, research has shown that children engaged in the one-to-one professionally supported mentoring programs of Big Brothers Big Sisters are more likely to have an increase in school attendance, improve the rate of high school graduation and college attendance, and decrease involvement with drugs, and other risky behaviors; and

Whereas, mentoring strengthens the City of Brooksville's economic and social well-being by helping young people fulfill their potential, encouraging healthy family relationships, and promoting more vibrant communities; and

Whereas, residents of the City of Brooksville are making a profound difference in the lives of our young people by serving as mentors; and

Whereas, hundreds of the City of Brooksville's children are in need of a caring adult mentor in their lives, and closing this mentoring gap will take more investment, partnerships, and volunteers ready to make a difference in a child's life; and

Whereas, National Mentoring Month is an opportunity to raise public awareness of the importance of mentoring, recognize the dedicated individuals who serve as mentors, and encourage more citizens to help build a brighter future for the City of Brooksville's youth through mentoring;

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, proclaim January 2016 as National Mentoring Month, and call upon the people of the City of Brooksville to recognize the importance of mentoring, to look for opportunities to serve as mentors in their communities, and to observe this month with appropriate activities and programs.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 21st day of December, 2015.

City of Brooksville

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

Attest: _____
Virginia C. Wright, City Clerk





A G E N D A I T E M
M E M O R A N D U M

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR
SUBJECT: TOM VARN PARK FEE WAIVER REQUEST – ART IN THE PARK
EVENT
DATE: December 8, 2015

GENERAL SUMMARY/BACKGROUND: The Hernando County Fine Arts Council, a nonprofit organization, is hosting their annual “Art in the Park” event at Tom Varn Park, with a set-up scheduled for March 11, 2016. The actual event will take place on March 12th and March 13th 2016. The anticipated attendance for the 2-day event is approximately 5,000. The organization is requesting that Council consider waiving fifty percent (50%) of the fees, in the amount of \$300. The total park fee would be \$600.

A security deposit in the amount of \$275 and a Certificate of Insurance listing the City as additional insured is required for the event.

BUDGET IMPACT: Total impact to the City of Brooksville for the Art in the Park event is \$600 in total or \$300 at 50% of costs. Fee waiver funding in the amount of \$15,000 is currently allocated within the General Fund budget for FY2016, line item number 001-010-511-59901. Of that amount, \$4,767.97 has been awarded, leaving a balance of \$10,232.03.

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

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:

1. Letter of request from the Chairman dated 06/30/15
2. Facility Use Agreement
3. Certificate of Insurance
4. Fee Waiver Spreadsheet

ART IN THE PARK
HERNANDO COUNTY FINE ARTS COUNCIL
POST OFFICE 1265
BROOKSVILLE, FL 34605
352-587-8062
WWW.HERNANDOARTS.ORG

To: Lindsay Morgan
City of Brooksville Director, Parks/
Facilities and Recreation
DATE: June 23, 2015
FROM: Hernando County Fine Arts Council
SUBJ: Art in the Park

As per our phone conversation, once again we would like to hold, what this year will be our 32nd. Annual Art in the Park show, in beautiful Tom Varn Park March 11, 12 & 13, 2016.

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

- A juried student art show featuring over 300 works by local students-elementary through college levels.
- Free children's art activities
- Entertainment Stage, feature a variety of entertainers throughout the show
- Food court, featuring school culinary classes and regular vendors

This is a great family "signature" event held each year in the City of Brooksville that is expected to draw over 5,000 visitors.

In accordance with Special Event Fee Waiver policy #3-2012 we would like to request a 50% waiver and would appreciate it if you would set up and appointment with the City Council in order for us to make our formal request.

Paul O. Shaskan – Chairman
352-597-7435 or poiks@yahoo.com

deposit Full fee on cal.

*CC fee waiver request

CITY OF BROOKSVILLE ^{ins.} PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT



Jerome Brown Community Center () Hall/Gym () Conference Room () Kitchen
 Enrichment Center () 1st Fl Conf. Rm. () 2nd Fl Conf. Rm. () Kitchen
 Other Facility TOM VARN PARK

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

If an organization, name of representative: SANDY VERGERA

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

Address: 205 E. FT. DADE AVE City: BROOKSVILLE State: FL Zip: 34601

Contact person: JAN KNOWLES Day Telephone: 352-279-5182 Evening: SAME
PAUL SHASKAN Day Telephone: 352-597-7433

Alternate contact person: _____ Day Telephone _____ Evening: SAME

Description of event: ART & CRAFT + MUSIC FESTIVAL OUR 32nd yr. 120 booths

ENTERTAINMENT w/ 2 STAGES - FREE EVENT Anticipated attendance: 3,000

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

Day(s) of event: M - T - W - Th - F - Sa - Su Start date of event: 3-12 Ending date: 3-13

Time event begins: 9:00 AM/PM Time event ends: 3-13-16-5:00 AM/PM

Set-up: Date Fri - 3-11-16 (ALL DAY) From 9:00 AM/PM to 5:00 AM/PM Art. # Sun.

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

Food/merchandise sales*: Yes No; Describe: SOME NON PROFITS SOME RESERVED OUTSIDE VENDORS

Refreshments served: Yes No; Describe: _____

Number of paid security officers (if applicable): Two Scheduled from 7:00 AM/PM to 7:00 AM/PM

RATES & FEES

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

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

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

USE AGREEMENT TERMS

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

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

Applicant User/Name: Paul Shaskan Signature: [Signature] Date: 6/23/2015

Insurance Required: <input checked="" type="checkbox"/> Yes ___ No; Certificate naming the City as "Additional Insured" attached: ___ Yes ___ No	
Alcoholic Beverage Distribution/Consumption Permit ___ Yes <input checked="" type="checkbox"/> No (Attach copy of signed permit)	
Base Rent \$ <u>1100.⁰⁰</u>	Other \$ <u>275.⁰⁰</u> Total Estimated Cost \$ <u>875.⁰⁰</u> Total Estimated Deposit \$ <u>275.⁰⁰</u>
Initial Deposit (minimum 50% of estimated total) \$ <u>275.⁰⁰</u>	Received by <u>[Signature]</u> Date <u>6/24/15</u> Balance Due (10 days prior to event) \$ <u>600.⁰⁰</u>
Application Approved By: <u>[Signature]</u> Date: _____	
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2015

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

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

PRODUCER Browning Insurance Agency Inc. - Brooksville P O Box 818 Brooksville, Florida 34605	Phone: (352)796-3532 Fax: (352)796-8811	CONTACT NAME: Generic CSR PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Hernando County Fine Arts Council P O Box 1265 Brooksville, FL 34605		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10190	

COVERAGES

CERTIFICATE NUMBER: 10

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72729689	4/14/2015	4/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Brooksville named as an additional insured

Music in the Park 11-7 /11-8-2015, Tom Varn Park, Brooksville, FL

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Additional Insured

 City of Brooksville
 201 Howell Ave
 Brooksville, FL 34601

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

AUTHORIZED REPRESENTATIVE

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City Council
AGENDA ITEM: E2
December 21, 2015

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: VIRGINIA C. WRIGHT, CITY CLERK

SUBJECT: FEE WAIVER REQUEST - GRACE WORLD OUTREACH
CHURCH 5K RUN/WALK

DATE: DECEMBER 15, 2015

GENERAL SUMMARY/BACKGROUND: The Grace World Outreach Church will be holding a 5k Run/Walk Event on Saturday, February 20, 2016, entitled "No More Taken". The event is being held to bring awareness to human trafficking. Grace World Outreach Church is requesting that Council consider waving the fees in the amount of \$1,626.76.

BUDGET IMPACT: Total impact to the City of Brooksville for the event is estimated at approximately \$1,626.76, or \$813.38 at 50%. Fee waiver funding in the amount of \$15,000 is currently allocated within the General Fund budget for FY2016, line item number 001-010-511-59901. Of that amount, \$4,767.97 has been awarded, leaving a balance of \$10,232.03.

LEGAL REVIEW: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:

1. Letter of Request
2. Street Closure Permit & Map
3. Certificate of Insurance
4. Fee Waiver Spreadsheet



GRACE WORLD OUTREACH PRESENTS "NO MORE TAKEN 5K RUN"

Greetings Ginny Wright,

My name is Pastor Joshua Brunette. I am the Student Ministries Director for Grace World Outreach Church right here in Brooksville. I am overseeing our 3rd Annual "No More Taken 5k Run". This run is a fundraiser to benefit local ministries that are working to rescue victims of Human Trafficking.

This year we are expecting a large turnout for our 5k run. We would like to host the run in Historic downtown Brooksville on Saturday, February 20, 2016, from 7AM – 10AM. We are aware that we will need some of the roads closed and we have attached a list, created by our local law enforcement, of those roads. In this packet you will also see a map of the route for this year's 5k run.

All of the funds that we raise from this year's run, through entry fees and local business sponsors, will go directly to support victims of human trafficking. In order to make the check as large as possible and to make a real difference we are requesting some help from the City of Brooksville. We are requesting that the City waive the fees for road closures and help with the overhead cost for utilizing the police officers. I know this is a great request and we are thankful for the support that we have relied on in years past for this event. We know that when we work together we can become a strong force for good and make a real difference for the people of Hernando county. Together we can end Human Trafficking in Hernando county. Will you help us make this year's "No More Taken 5k" a huge success?

This year we will have professional timing for each individual runner and we will be communicating throughout the local region to all of the major online running websites. After the run we would like to have a time to hand out awards and bring awareness to the community concerning human trafficking. We will have representatives from local law enforcement and local ministries to address the attendees briefly. We would like to host this in the amphitheater in downtown Brooksville.

In this packet we have also attached per your request a certificate of liability insurance. We thank you for your generosity in years past and we hope that, with your help, this year's event will be a success and will make a real difference to end Human Trafficking.

Blessings to you

Sincerely,

Pastor Joshua Brunette

CITY OF BROOKSVILLE TEMPORARY STREET CLOSURE APPLICATION

COPY

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

Certificate Attached Yes No Waiver Requested* Yes No Approved by Council Yes No

Name or Organization Sponsoring: <i>Grace World Outreach Church</i>		Event <i>"No More, Take 5k Run"</i>	
Contact Person: <i>Pastor Joshua Brunette</i>		Address <i>20366 Cortez Blvd.</i>	Telephone: <i>303-548-8359</i>
If unavailable (Alternate Name) <i>Shelby Strickland</i>		E-Mail: <i>jbrunette@bttds.net</i>	Telephone: <i>352-796-3185</i>
Date of Event: <i>2/20/2016</i>	Starting Time: <i>7:00 am</i>	Ending Time (approx): <i>10:00 am</i>	Estimated Number of Participants: <i>300-500</i>
Proposed Route (include Street/Avenue, attach location map) <i>please see attachment</i>			
I/We <u><i>Grace World Outreach Church</i></u> 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.			
Signature <i>Richard James</i>		 MARGARET A. SAFFELL Notary Public, State of Florida My comm. expires April 27, 2018 Commission Number FF 110219	
State of Florida County of Hernando			
The foregoing instrument was acknowledged before me this <u><i>7</i></u> day of <u><i>Dec</i></u> , 20 <u><i>15</i></u> , by <u><i>Richard James</i></u> who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.			
Signature of Notary Public <i>Margaret A. Saffell</i>		[Printed, typed or stamped name of Notary Public] <i>Margaret A. Saffell</i>	

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

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

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

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

NOTICE: PERMIT NOT VALID UNLESS APPROVED BY DESIGNATED CITY REPRESENTATIVE.			
Total Deposit \$ _____		Received By: _____	
		Date _____	
Police Chief <i>[Signature]</i>	Date <i>12/15</i>	City Manager <i>[Signature]</i>	Date <i>12.15.15</i>

201 Howell Avenue ~ Brooksville, FL 34601 ~ 352-540-3853
12-14-15 Approved

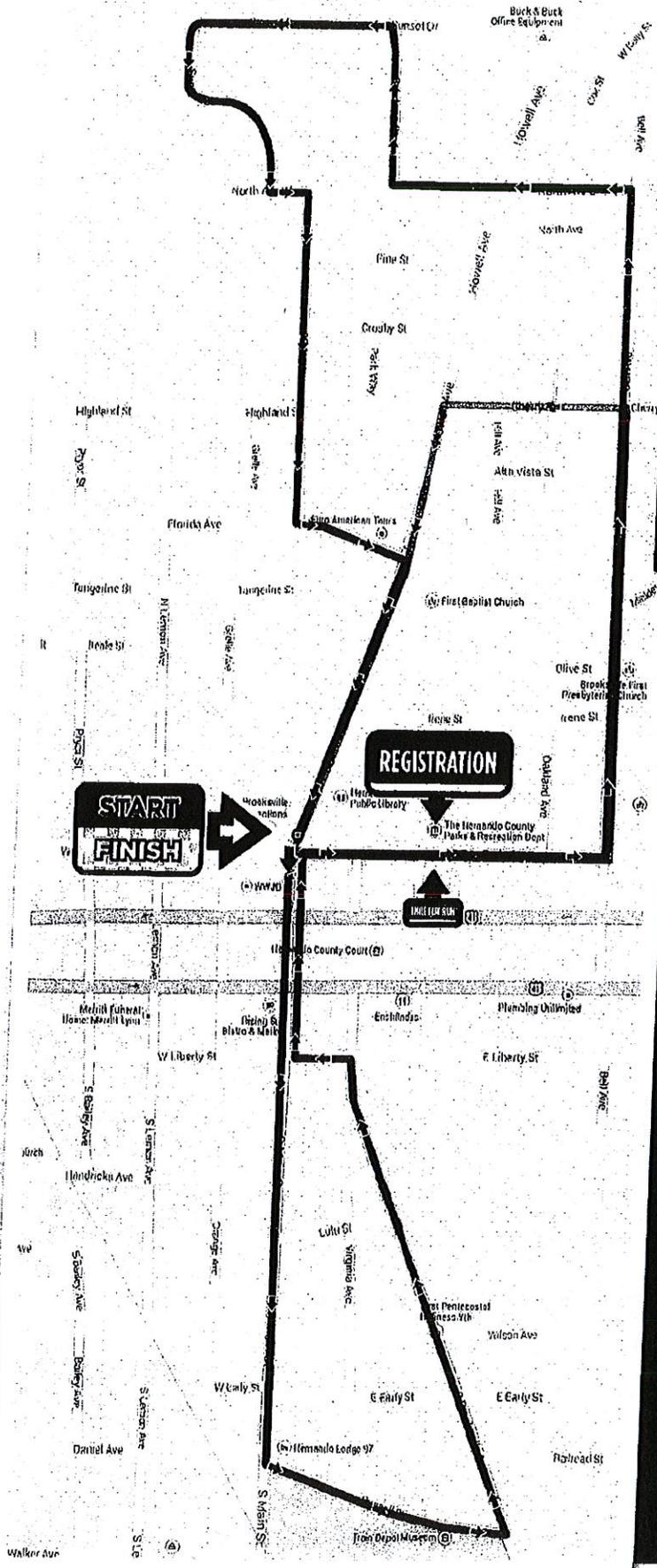
NO MORE TAKEN 5K

RACE MAP

START

- Start at Howell Ave & Fort Dade
- Run South to Main Street
- Make a left on Russell Ave.
- Make a left on S. Brooksville Ave.
- Make a left on E. Liberly Street
- Make a right on Main Street
- Make a right on E. Fort Dade
- Make a left on Bell Ave.
- Make a left on North Ave. E
- Make a right on Stockton Street
- Make a left on Sunset Drive
- Make a left on North Ave. W
- Make a right on Moline Street
- Make a left on Florida Ave.
- Make a right on Howell Ave.
- South on Howell to finish line

FINISH





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2015

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

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PRODUCER Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789	CONTACT NAME: Reina Gonzalez	
	PHONE (A/C, No, Ext): (407) 898-2211	FAX (A/C, No): (407) 898-1850
E-MAIL ADDRESS: rgonzalez@clossoninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Hanover American Ins Co		36064
INSURER B: Massachusetts Bay Ins Co		22306
INSURER C: ZENITH INSURANCE COMPANY		30120
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1592504612 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZEJA73762300	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/IO/AGG \$ Included
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ADJA73761800	9/15/2015	9/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHJA73762600	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Z127379601	9/15/2015	9/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 5k - February 20, 2016

CERTIFICATE HOLDER gwright@cityofbrooksville. City of Brooksville Ginny Wright 201 Howell Avenue Brooksville, FL 34601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Jeremiah Weis/RG
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AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: VIRGINIA C. WRIGHT, CITY CLERK *V. Wright*
SUBJECT: FEE WAIVER REQUEST – HERNANDO COUNTY LIBRARY
DATE: DECEMBER 15, 2015

GENERAL SUMMARY/BACKGROUND:

The Hernando County Public Library is hosting their second annual “Brooksville Library 5K Run/Kids Fun Run” scheduled for Saturday, February 27, 2016, 6:00 a.m. The anticipated attendance for this event is approximately 500. The Library has requested consideration for total fee waiver for this event. The total City costs are estimated at \$1,538.15.

BUDGET IMPACT: Total impact to the City for this event is estimated \$1,538.15 or \$769.08 at 50%. Fee waiver funding in the amount of \$15,000 is currently allocated within the General Fund budget for FY2016, line item number 001-010-511-59901. Of that amount, \$4,767.97 has been awarded, leaving a balance of \$10,232.03.

LEGAL REVIEW: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:

1. Letter of Request
2. Street Closure Permit & Map
3. Certificate of Insurance
4. Fee Waiver Spreadsheet



October 6, 2015

Brooksville City Council
201 Howell Avenue
Brooksville, FL 34601

Dear Council Members:

This letter is to request a waiver of fees associated with the "Brooksville Library 5K" event that is scheduled for Saturday, February 27, 2016. Proceeds from this annual event benefit the Friends of the Library and YMCA of the Suncoast.

The Brooksville Library 5K is a scenic and challenging course through Downtown Brooksville. Our course is USATF certified, and chip timed. A Kids Fun Run follows the 5K race, with all children receiving an award for completing the run.

Our inaugural event in 2015 drew over 250 5K race participants, 100 children, and many more spectators and volunteers. The after race event (with food, music, vendors and awards) was extremely popular and well attended. For 2016, our goal is to have 500 participants in the 5K event.

We appreciate your consideration of this request and look forward to this and many other partnerships with the City of Brooksville to encourage the health, leisure, and literary needs of the community.

Sincerely,

Adam Brooks
Director of Libraries & Community Services

4 Locations!

Brooksville - Main
Howell Avenue
Brooksville, FL 34601
(Downtown Brooksville)

West Branch
6335 Blackbird Avenue
Brooksville, FL 34613
(Hwy 50, near Weeki Wachee)

(352) 754-4043

Spring Hill Branch
9220 Spring Hill Drive
Spring Hill, FL 34608
(between Mariner Blvd. & Waterfall Dr.)

East Branch
6457 Windmere Road
Brooksville, FL 34602
(East of I-75 near Ridge Manor)

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

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

Certificate Attached Yes No

Waiver Requested* Yes No

Approved by Council Yes No

Name or Organization Sponsoring: HERNANDO CO. PUBLIC LIBRARY		Event BROOKSVILLE LIBRARY SK	
Contact Person: ADAM BROOKS		Address 238 HOWELL AVE	Telephone: 754-4046
If unavailable (Alternate Name) MARY SOTO		E-Mail: ABROOKS@HERNANDOCOUNTY.US	Telephone: 754-4045
Date of Event: 2/27/16	Starting Time: 6:00 AM	Ending Time (approx): 10:00 AM	Estimated Number of Participants: 500

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

COURSE MAP ATTACHED

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

[Handwritten Signature]

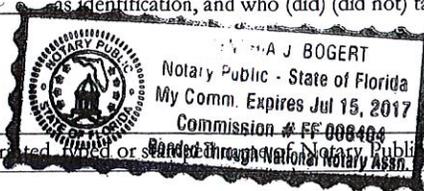
Signature

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 15th day of September 2015, by Adam B Brooks who is personally known to me or who presented FIDC 217 SKS/2020 as identification, and who (did) (did not) take an oath.

[Handwritten Signature]

Signature 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 NOT LESS THAN 5 DAYS PRIOR TO THIS EVENT.**

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

Total Deposit \$ _____ Received By: _____ Date _____

Police Chief	<i>[Signature]</i>	Date	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	Date
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2015

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PRODUCER Brown & Brown of Florida, Inc P O Box 548 173 North Broad Street Brooksville, FL 34605-0548 Christopher Scavuzzo	CONTACT NAME: Susan Wilder PHONE (A/C, No, Ext): 352-796-8200	FAX (A/C, No): 352-799-1399	
	E-MAIL ADDRESS: SusanWilder@BBBrooksville.com		
INSURED Hernando County Board of County Commissioners 20 North Main Street, Room 264 Brooksville, FL 34601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Travelers Indemnity Co of		25682
	INSURER B : Travelers Excess & Surplus		29696
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZLP15P64114	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		8100B166052	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP15P64126	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
Property Section Leased or Rented		630-4D024658 DEDUCTIBLE \$1000	10/01/2015	10/01/2016	Equipment 400,000

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

CITYOFB City of Brooksville 201 Howell Ave Brooksville, FL 34601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

MINUTES

August 10, 2015

3:02 P.M.

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

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

FY2016 BUDGET-ALL FUNDS OTHER THAN GENERAL FUND

Overview of Funds Other than General Fund Presentation

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

Jennene Norman-Vacha, City Manager, stated that she would like to begin the meeting by pointing out some of the specific Special Funds for discussion:

Fund 108 – Local Option Gas Tax

The City Manager explained that Gas Tax money is a shared commodity with the Board of County Commissioners. Based on an agreement with them, there is a split based on population which is currently 4.77% of the actual funds received. The City's share is slated to be \$202,000 coupled with a second local option gas tax which will take effect January, 2016, which is projected for the City in 2016 to be about \$50,000. There are statutory requirements on how the monies can be spent. Historically, the funds projected for Fund 108 are transferred out to the General Fund to fund streets and drainage maintenance. The City Manager recommended that Fund 108 reflect local option gas tax 1 – 6 which is projected at \$202,000. She added that since the second local option gas tax which takes effect in January, 2016 cannot be used for routine maintenance, she would recommended showing a separate fund for 2017, not grouped into Fund 108, which can be used for routine maintenance.

Fund 110, 112, 113, 114, 115

These are fees to be collected in new construction and can only be used for capitalized costs related to growth and cannot be spent to maintain or replace.

Fund 128 - Photo Enforcement Traffic Safety Program

BUDGET WORKSHOP MINUTES – AUGUST 10, 2015

Photo enforcement revenues are derived from violations, which each year have decreased. The City shares those costs with the State of Florida per the requirements of the Traffic Safety Act and the State of Florida regulates the amount of the violation. Statutorily, the violation is \$158.00. Of that amount, \$113.00 goes back to the state, leaving \$45.00 to be divided by the City and the City's camera provider. The City's portion pays for personnel and administrative functions. The decrease reflects monies for the first quarter, October - December, 2015, based on Council's direction that the contract will end and the program will be eliminated. City Manager Norman-Vacha provided Council with a chart mapping out the number of violations since the camera's reinstatement in 2012.

Fund 144 – Brownfields Assessment Grant. This grant will end September 30, 2015.

Fund 308 – Multiyear Capital Project Accumulation. This fund has no other funding source other than Fund 128. The decrease in Fund 128 will directly affect the road, sidewalk and culverts, drainage or other safety related capital projects reflected in Fund 308.

The City Manager advised that historically the City has had little to no money for road maintenance so a few years ago Council approved a methodology study for road projects known as the Pavement Management Plan. Council began at the top of the list of these projects which include about 6 different roads. Chatman Blvd and Brooksville Ave. are completed, with Bell Ave. being in the process of being completed. Award of Bid has been approved for Veteran's Ave. and work should begin shortly. Daniel Ave. is being reconsidered for work at this time. Mildred Ave. has been bid out but details are still being worked out on whether it is a viable project in October, 2015 and it will come back to Council for consideration.

Funds 201 & 202 - Debt Service Funds

The City Manager explained the debt service and sinking funds, adding that these funds are used to pay committed loans or bonds.

In response to Vice Mayor Kahler's question, the City Manager stated that staff would be providing a more detailed job description, functions and licensing requirements of a project coordinator/manager as it relates to the Public Works Department and it would be provided to Council at a later date.

Funds 401, 402 and 403 – Water and Sewer Funds

These funds are currently combined in several funds, but staff is considering working with the auditors on separating the water revenues and wastewater revenues. Council may see that changed reflected in time for the Public Hearings.

City Manager Norman-Vacha called attention to the large scale water and wastewater capital projects plan which lists the number of projects completed since 2010. It also includes projects planned from 2016 – 2020.

Council Member Battista brought up for discussion the \$3,000,000 received from a bankruptcy restated claim which is comprised of 1) reuse plant capacity 2) pond inside gate at Southern Hills and 3) \$50,000 for appraisals to be done on parcels for the acquisition of right-of-way to complete Governor's Boulevard. It was discussed that the first two should stay in the utility fund but the City Manager acknowledged that the \$50,000 should be removed so that is readily available for the Governor's Boulevard project as the commitment to build that is not many years away.

Funds 603, 605, 607, 609, 610, 612, 613, 615 - Trust & Agency Funds

The City Manager brought up for discussion Fund 609, which is the employee health insurance and

BUDGET WORKSHOP MINUTES – AUGUST 10, 2015

HRA fund. She explained the mechanics of the partially self-funded health insurance plan and the premiums and stop-loss maximums for an individual employee and for the group as a whole.

The City Manager further discussed the benefit currently being provided known as the Healthcare Reimbursement Account, which is in the amount of \$500.00 per employee. She stated that it is her recommendation that the termination reserves, insurance plan contributions and expenditures and the HRA expenditures should be separated for clearer accounting. Perhaps any surplus money in the HRA can be put towards the health insurance fund. The change in accounting would be presented for City Council's approval during the budget adoption hearings. Representatives from providers or the Gehring Group should be made at an upcoming Council meeting.

City Manager Norman-Vacha responded to Council Member Erhard's question that the HRA benefit for each employee is \$500.00 and further clarified that the cost of each employee for their benefits package is \$7,743 per employee based on last year's premium but will need to be adjusted to reflect a projected 10% increase. How the breakdown of "personal services costs" is reflected in the budget, along with the entire premium cost package, which include health, life insurance, long-term disability and dental, will be presented at an upcoming meeting.

Council Member Kemerer asked how many employees were covered by insurance, which the City Manager responded was about 120 employees. Part time employees are not covered. The calculations for the premium costs and the required retention/termination monies were discussed, with the City Manager offering to work with the Finance staff and run a spreadsheet on each department.

Fund 615 - Community Redevelopment Agency

This Agency continues to focus and move forward with commercial exterior improvement grants and Downtown Beautiful/Gateway and way-finding signage projects. Council Member Battista offered his opinion that the CRA commercial exterior improvement grant is one of the best programs the City has in improving the downtown area.

Council decided to go through the budget page by page, bringing up any concerns or questions they may have.

Page three

Council Member Kemerer brought up for discussion the specialized training and equipment needs. The City Manager explained that the revenue source for this specific type of training is the disposition of the court penalties.

Page Four

Council Member Erhard requested clarification regarding the definition of "Transfer Out" and "Reserves". City Manager Norman-Vacha explained that the gas tax monies received are transferred out to the General Fund, which is reflected in the "Transfer Out" line item. The "Reserves" are monies set aside that are not part of the transfer.

In response to Vice Mayor Kahler's question, the City Manager addressed road maintenance issues and the red light camera money source that will carry through December, 2015, and the local option gas tax that will fund specific road maintenance issues as allowed by law.

Page Six

Council Member Battista brought up for discussion the "Capital Outlays" of \$1,260,223.

BUDGET WORKSHOP MINUTES – AUGUST 10, 2015

The City Manager stated that the number will change due to monies expended on the design phase costs for Providence Boulevard.

Page Seven

Vice Mayor Kahler called attention to the “Special Assessments” line item that is related to growth. Norman-Vacha explained that it reflects capital value or investment such as equipment or facilities.

Page twelve

Vice Mayor Kahler expressed concern that a negative balance is carried forward under “Reserves”. The City Manager stated that she was unsure there is a negative balance showing and will check on that.

Council Member Kemerer questioned the \$20,000 listed as “TBA” and whether there was a specific project anticipated for next year. Police Chief Turner advised the PD has received \$21,434 to purchase radar units for the cars with some of the monies going towards their drug division as approved by the recently awarded JAG grant program, which will come back for the City Council to approve.

Page Eighteen

In response to Vice Mayor Kahler’s request for information on how the First Tee is being run without the golf course being functional, the City Manager responded that recently they have partnered with Southern Hills and the Brooksville Golf and Country Club. However, the City is struggling to make the program work and anticipates speaking with First Tee International on how to continue it.

Page thirty-four

The City Manager advised that page 34 would be removed.

Page thirty-seven

Council Member Kemerer asked if the “Bond Settlement Fund Capital Projects Fund” is being closed out. The City Manager felt that the \$60,000 will be carried forward.

Page thirty-nine

The Vice Mayor called attention to the sewer impact fees (connection fees) and questioned the large increase from last year’s budget. Assistant Finance Director Delach stated that it reflects a projected amount of new residential connections. The impact fees are also based on the projected amount of new construction.

Page forty

Council Member Kemerer asked how the costs involved will be allocated between the separated sewer and water fund since they share common facilities, common employees, etc. City Manager Norman-Vacha stated that there is formula used, which is a part of bond pledging requirements. The numbers are already accounted for separately, but now will be reflected as such in the budget document.

Page forty-four

Council Member Kemerer questioned the elimination of the sewerage collection, which the City Manager and Utility Superintendent Smith stated that they would have to check on it as it may be an oversight. “Promotional Activities” was explained as developing some type of brochure or promotion for the City.

Regarding “Other Contractual Services” questioned by Council Member Erhard, the City Manager stated that they are typically ongoing such as an agreement and include items such as copier services, GIS licensing and maintenance fees and sludge disposal. “Other Current Charges” are things such as bank statements.

BUDGET WORKSHOP MINUTES – AUGUST 10, 2015

Page fifty-five

Vice Mayor Kahler voiced a question regarding why some departments do not share in vehicle maintenance. The City Manager stated that the “General Government”, does not have a vehicle that is routinely used by them. Community Development does have a code enforcement truck, but it is a new vehicle and therefore reflects no maintenance based on last year’s work orders.

The Mayor requested a future workshop discussing the advantages of leasing/buying vehicles.

The City Manager pointed out that page 58 is the same as page 55 and will be corrected.

Page sixty-one

Council Member Kemerer questioned whether the Ford pick-up trucks in 405 are an expansion of fleet, to which the City Manager responded that they are replacement vehicles. The vehicle replacement schedule and life of specific vehicles were discussed. Discussion ensued regarding the possible need to increase reserves to cover vehicles that will need to be replaced. City Manager Norman-Vacha offered to come back to Council with more detailed information on the vehicle replacement schedule and the related reserves and how to fund the fleet properly. Council Member Kemerer recommended discussing this topic at the same workshop as the topic of leasing or buying vehicles is discussed.

Page seventy-two

Addressing the large increase in the “Contributions” line-item, Council Member Battista advised that a representative of the FLC had informed him that out of 311 cities in the State of Florida who have Fire Pension and/or Police Pension plans under Florida Statute 185/187, only 11 cities, of which Brooksville is one, use a factor of 4 which is the legal maximum, to determine pension payouts.

Page seventy-three

In response to Vice Mayor Kahler’s question regarding the \$3,000 listed under the CRA - “cultural programs”, Community Development Director Geiger stated that it is for any program that would have a direct benefit back to the CRA. This has been an amount included in the budget for the last several years for that purpose. This would include things such as working in partnership with the Fine Arts Council on a program that would benefit or enhance the CRA area.

Overall budget approval/discussion

Council Member Battista advised that he has no problems with what is being recommended by the City Manager, and there was an agreement to this by each Council Member.

The proposed workshop for August 24th is cancelled.

It is anticipated that Council will need to approve the property causality, general liabilities, errors and omission, health insurance, etc., at the August 17, 2015 meeting. Presentation will be made by the Gehring Group at an upcoming meeting.

The City Manager advised that she will ask Council to accept the 3.5% increase in premiums and approve the renewal on August 17th so that she can include those numbers in the 1st Public Hearing on September 6th. There will be a representative of the Gehring Group available at the September 21st meeting to answer any questions.

A workshop will be held after the budget process to discuss fee waivers.

BUDGET WORKSHOP MINUTES – AUGUST 10, 2015

ADJOURNMENT

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

Deputy City Clerk

Attest: _____
Mayor

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

October 5, 2015

5:30 P.M.

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

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

ADJOURNMENT OF REGULAR MEETING

5:32 P.M.

An Executive Session was called to order at 5:32. Persons in attendance were Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor, Council Members Robert Battista, Betty Erhard, and William Kemerer; Attorney Clifford A. Taylor, City Manager, T. Jennene Norman-Vacha and Court Reporter, Holly Kirchman of Carolyn F. Engel & Associates.

ADJOURNMENT OF EXECUTIVE SESSION

7:00P.M.

There was a ten minutes recess.

COUNCIL MEETING RECONVENED

7:10 P.M.

The City Council meeting reconvened in regular session with Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor and Council Members Robert Battista, Betty Erhard and William Kemerer. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Jennifer J. Battista, Acting Deputy City Clerk; Mike Walker, Director of Parks, Facilities & Recreation Director, George Turner, Police Chief; Tannette Gayle, Finance Director, David Freda, Interim Fire Chief, Richard Radacky, Public Works Department, Steve Gouldman, City Planner, Bill Geiger, Community Development, and citizens.

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

PRESENTATION & REQUESTS FOR WAIVERS

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. Larry Fluty, President of the Kiwanis, was present to answer any questions. In response to Council Member Erhard's question, Mr. Fluty advised that the theme of the 2015 parade is "Tropical Christmas".

REGULAR COUNCIL MEETING MINUTES – October 5, 2015

Motion:

Motion was made by Kahler and seconded by Kemerer to approve the request in the amount of \$1,751.17. Motion carried 5-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

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.

Beautification Board Member, Melissa Hemstreet, presented the certificate and plaque to Mr. and Mrs. Jack Bowen.

White Cane Awareness Day October 14, 2015

Recognition of White Cane Awareness Day

Council Member Battista read the proclamation. No one was present to accept the award.

National Breast Cancer Awareness Month Proclamation

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

Council Member Erhard read the proclamation. Brandy Sanders, Brooksville business owner, and Brad Sufficool, president of the Brooksville Professional Firefighter's 4661, were present to support this cause. Mr. Sufficool presented Council Members and cancer survivors with pink shirts in honor of the national awareness movement. The Mayor encouraged all to walk in honor of National Breast Cancer Awareness Month. Those participating will be meeting at the GNT at 5:30 p.m. on Thursday, October 8th. There will be an event planned next year with more advanced notice. Council Member Erhard congratulated the cancer survivors present and, as a breast cancer survivor herself, advised everyone to get educated and be proactive.

Fire Prevention Week 2015 Proclamation

Recognition of October 4-10 as Fire Prevention Week.

Council Member Kemerer read the proclamation. Interim Fire Chief, David Freda, was present to represent Fire Prevention Week. Mr. Freda advised Council on the programs offered by the Fire Department. It was pointed out by Mayor Burnett that should anyone need a smoke alarm, they are welcome to go to the Fire Department to receive that help. Any fire prevention or other programs can be arranged by the Fire Prevention Specialist.

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.

Andy Cooper of PRM made the presentation and covered questions by Council Members such as claims paid to date, information regarding PRM's role as their own insurance company, the appraisal company used by PRM and the procedure and percentage insured for property or other loss.

REGULAR COUNCIL MEETING MINUTES – October 5, 2015

CITIZEN INPUT

Red Light Camera issues

Pat Miketinac addressed Council regarding the findings of the red light camera hearing on September 29th, stop locations and speed calculations being determined and other red light camera issues.

Shirley Miketinac discussed red light camera issues and expressed her opinion that she hopes that the executive sessions are a sign that the red light camera contract will end by the end of December.

CONSENT AGENDA

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.

Motion:

Motion was made by Kemerer and seconded by Battista to approve the Consent Agenda from October 5, 2015. Motion carried 5-0.

PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

Acting Deputy Clerk Battista advised that the Notice of Public Hearings for Ordinance No. 846, 847, 848, and 849 had been published on September 25th and October 2, 2015 in the St. Petersburg Times.

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

Consideration of voluntary annexation of approximately 0.13 acres south side West Jefferson Street, approximately 667 feet east of Cortez Boulevard, zoned C-2. First Reading: September 21, 2015.

City Planner, Steve Gouldman, presented Ordinance No. 846, an undeveloped piece of property anticipated to serve as right-of-way for the Providence Boulevard extension. If annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and appropriate land use designations.

He requested that, as this property meets all requirements for voluntary annexation into the city, the Council consider adopting Ordinance No. 846. He advised that First Reading of this Ordinance had been approved by Council on September 21, 2015.

Mayor Burnett invited questions and comments from the Public and Council. There were none.

Motion:

Motion was made by Council Member Battista and seconded by Erhard to adopt Second and Final Reading of Ordinance No. 846.

The Acting Deputy Clerk read Ordinance No. 846 by headnote only, as follows:

REGULAR COUNCIL MEETING MINUTES – October 5, 2015

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 DESCRIPTION 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

Motion carried 5-0 upon roll-call vote:

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

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

Consideration of voluntary annexation of approximately 2.57 acres located at 18734 Cortez Boulevard, zoned C-2. First Reading: September 21, 2015.

City Planner, Steve Gouldman, presented Ordinance No. 847 on behalf of Devoe Management Services, Inc., 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 in which 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. If annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and appropriate land use designations.

He requested that, as this property meets all requirements for voluntary annexation into the city, the Council consider adopting Ordinance No. 847. He advised that First Reading of this Ordinance had been approved by Council on September 21, 2015.

Mayor Burnett invited questions from the Public and Council. There were none.

Motion:

Motion was made by Battista and seconded by Kemerer to adopt Second and Final Reading of Ordinance No. 847.

The Acting Deputy Clerk read Ordinance No. 847 by headnote only, as follows:

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 DESCRIPTION OF THE PROPERTY SUBJECT TO THE

REGULAR COUNCIL MEETING MINUTES – October 5, 2015

VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

Motion carried 5-0 upon roll-call vote:

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

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

Consideration of voluntary annexation of approximately 2.99 acres located at the apex of Broad Street and Howell Avenue. First Reading: September 21, 2015.

City Planner, Steve Gouldman, presented Ordinance No. 848 on behalf of Hooters Real Estate, LLC., 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. He stated that John D. Sims, Sr. and Patricia A. Sims and pursuant to the Irrevocable Power of Attorney dated March 14, 2005, recorded in the public record at Book 2081, Page 1027. If annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and appropriate land use designations.

He requested that, as this property meets all requirements for voluntary annexation into the city, the Council consider adopting Ordinance No. 848. He advised that First Reading of this Ordinance had been approved by Council on September 21, 2015.

Mayor Burnett invited questions from the Public and Council. There were none.

Motion:

Motion was made by Erhard and seconded by Kemerer to adopt Second and Final Reading of Ordinance No. 848.

The Acting Deputy Clerk read Ordinance No. 848 by headnote only, as follows:

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 DESCRIPTION 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

REGULAR COUNCIL MEETING MINUTES – October 5, 2015

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

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

Ordinance No. 849 – AX2015-03; John D. Sims and Patricia A. Sims Annexation Property Located at 1505 West Jefferson Street

Consideration of voluntary annexation of approximately 4.89 acres located at 1505 West Jefferson Street, currently zoned C-2 with a 45,450 square-foot building that houses a furniture sales and warehouse operation. First Reading: September 21, 2015.

City Planner, Steve Gouldman, presented Ordinance No. 849 on behalf of John D. Sims, Sr. and Patricia A. Sims and pursuant to the Irrevocable Power of Attorney dated March 14, 2005, recorded in the public record at Book 2081, Page 1027 and 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. If annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and appropriate land use designations.

He requested that, as this property meets all requirements for voluntary annexation into the city, the council consider adopting Ordinance No. 849. He advised that First Reading of this Ordinance had been approved by Council on September 21, 2015.

Mayor Burnett invited questions from the Public and Council. There were none.

Motion:

Motion was made by Kahler and seconded by Battista to adopt Second and Final Reading of Ordinance No. 849, AX2015-03, Annexation of Jefferson Street.

The Acting Deputy Clerk read Ordinance No. 849 by headnote only, as follows:

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 DESCRIPTION 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

REGULAR COUNCIL MEETING MINUTES – October 5, 2015

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

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

REGULAR AGENDA

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.

Motion:

Motion was made by Kemerer and seconded by Erhard to approve Resolution No. 2015-19.
Motion carried 5-0.

CITIZEN INPUT

Kojack Burnett commended Council on the work they have done during this meeting.

ITEMS BY COUNCIL

City Attorney

Executive Session – October 19, 2015

City Attorney Taylor stated that he would recommend having the Executive Session on October 19, 2015, begin at 6:00 p.m. instead of 5:30. All Council agreed.

City Manager

Art Gallery Reception

The City Manager reminded Council that there will be an Art Gallery Reception at 5:30 p.m. on October 9, 2015.

Walk at GNT for Breast Cancer Awareness Month

City Manager Norman-Vacha reminded Council of the walk on the GNT at 5:30 p.m. on October 8th.

Council Member Erhard

Council Member Erhard thanked all for attending.

Breast Cancer Awareness Month

She thanked the City Manager and staff for the proclamation and banner and looked forward to the lights projected on the City Hall building for Breast Cancer Awareness Month.

Council Member Kemerer

Workshop meetings

In response to Council Member Kemerer's question, the City Manager stated that there are several workshops to schedule but the one on fee waivers is scheduled to be held on November 9th.

REGULAR COUNCIL MEETING MINUTES – October 5, 2015

Council Member Battista

Recycling

He reminded all present that recycling will be October 7th.

Vice Mayor Kahler

Papa Joe's Pasta Fest

She advised that Papa Joes would hold their annual charity event on October 6th with .99 cent pasta proceeds going towards the ARC of Nature Coast.

History of Hernando County/Brooksville

Vice Mayor Kahler read information about Neil Law, who was Sheriff of Hernando County from 1933 to 1949.

Mayor Burnett

FAMU land dedication

The Mayor reminded all that at 1:00 p.m. on October 20th will be the FAMU land dedication ceremony. He requested that Richard Howell, Art Williams and Lester Brown, who were attendance at the Council meeting, be added to the invitation list. He would provide the City Manager with their addresses.

Rosa Ingram Brown

Mayor Burnett advised that there was a nice celebration held recently in honor of her 100th birthday and he presented a City proclamation, flowers, candy and a key to the City to her on Council's behalf.

Reminder of honoring outgoing Fire Chief

Mayor Burnett reminded those present that City Council will be honoring outgoing Fire Chief, Tim Mossgrove, at the next Council meeting on October 19, 2015.

Introduction of Interim Fire Chief

The Mayor officially introduced Interim Fire Chief, David Freda.

Citizens attending meeting

Mayor Burnett expressed his appreciation to Arthell Williams, Richard Howell and Lester Brown for attending the Council meeting and added that he hopes that Council will see them on a regular basis.

ADJOURNMENT OF REGULAR MEETING

There being no further business, the Council Meeting adjourned at 8:27 p.m.

CONVENE AS COMMUNITY REDEVELOPMENT AGENCY BOARD

8:28

ADJOURNMENT AS COMMUNITY REDEVELOPMENT AGENCY BOARD

There being no further business, the Community Redevelopment Agency Board adjourned at 8:33 p.m.

Acting Deputy City Clerk

Attest: _____

Mayor

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

October 19, 2015

7:00 P.M.

Brooksville City Council met in regular session with Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor and Council Members Robert Battista and Betty Erhard. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Mike Walker, Director of Parks, Facilities & Recreation Director, George Turner, Police Chief; Tannette Gayle, Finance Director; David Freda, Interim Fire Chief, Richard Radacky, Public Works Department; Steve Gouldman, City Planner; Bill Geiger, Community Development Director; Jennifer J. Battista, Acting Deputy City Clerk; and citizens.

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

CITIZEN INPUT

There was no citizen's input.

PRESENTATION & REQUESTS FOR WAIVERS

Community Thanksgiving Dinner Fee Waiver Request

Consideration of fee waivers in the amount of \$325.00 total or \$162.50 at 50% of costs for use of the Jerome Brown Community Center for Thanksgiving Dinner on Monday, November 23, 2015, being sponsored by the Christian Life Assembly of God.

Al Gaither, Children's Pastor at Christian Life Assembly of God, was present to answer any questions that Council may have.

Motion:

Motion was made by Erhard and seconded by Battista to approve the amount of \$325.00. Motion carried 4-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

"Florida City Government Week" Proclamation

Consideration of Proclamation declaring the week of October 18-24, 2015, as "Florida City Government Week" in conjunction with the Florida League of Cities' sponsored annual statewide celebration of municipal government and its contributions to the quality of life of Floridians.

The proclamation was read in its entirety by Council Member Battista.

Police Chief Turner advised that the Police Department is conducting limited tours this week in conjunction with Florida City Government Week. He advised that that the tours at this point have been very well received by both citizens and his staff, and he plans to hold these tours more frequently.

REGULAR COUNCIL MEETING MINUTES – October 19, 2015

Resolution No. 2015-20 – Timothy Mossgrove Retirement

Consideration of Resolution honoring Fire Chief Timothy Mossgrove who retired from the City of Brooksville on September 29, 2015, after more than 29 years of service.

Resolution No. 2015-20 was read in its entirety by Vice Mayor Kahler.

Motion:

Motion was made by Battista and seconded by Kahler to approve Resolution No. 2015-20.

Motion carried 4-0 upon roll-call vote:

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

Those speaking in honor of Chief Mossgrove were Mike Nickerson, Deputy Chief of Operations of the Hernando County Fire Rescue; George Turner, Brooksville Police Chief; Jennene Norman-Vacha, Brooksville City Manager; Council Member Erhard; Council Member Battista; Vice Mayor Kahler; Mayor Burnett; Kojack Burnett; Richard Radacky, Director of Public Works; and Bill Geiger, Community Development Director.

Tim Mossgrove accepted the Resolution and gifts, thanking all for the pleasure of working for the City of Brooksville.

2015 Valuation Adjustment Board Petitions Filed

Presentation by Hernando County Property Appraiser regarding 2015 Valuation Adjustment Board (VAB) petitions filed on parcels within the City of Brooksville.

Kevin Johnston, Property Appraiser's Officer Chief Deputy of Valuation and Tax Roll, was representing Property Appraiser, John Emerson. He advised that in 2015 there were 23 petitions filed on properties that impact the City of Brooksville and are being or have been contested at the value adjustment board.

In response to Council Member Battista's question, Mr. Johnston advised that Special Master must have their decisions in to the Value and Adjustment Board within 30 days of the hearing. The last hearing is mid November, so it may be into January before the VAB reconvenes and accepts the recommendations of the Special Master.

Vice Mayor Kahler questioned if it these larger properties that are filing petitions do this every year, to which Mr. Johnston replied that it is a standard "blanket filing" done by many attorneys, tax representatives and brokers.

Mr. Johnston confirmed Mayor Burnett's comment that for the last several years, there has been tax legislation proposed to change or limit this "blanket filing" procedure but due to tax lobbyists, has been unsuccessful at this point.

City Manager Norman-Vacha stated that Council will be advised when the City gets additional information from the Property Appraiser's office.

REGULAR COUNCIL MEETING MINUTES – October 19, 2015

Hernando County Fair Association Presentation

Presentation by Hernando County Fair Association discussing Hernando County Fairgrounds events and activities.

Richard Klimas, Grounds Manager for the Hernando County Fairgrounds, reported on the success of the Firecracker Smash'm Up event held in July, 2015, and thanked the City for their support. He advised that he would like the City's support for next year's event to be held on Monday, July 4, 2016.

Mr. Klimas mentioned the County Fair, scheduled for April 15 – 23, 2016 and hopes that the Fair can work with the Blueberry Festival to bring people to the City and County during the days that the events coincide with each other.

He also mentioned the Candy Cane Acres, adding they are hoping that all the different events the Fair Association is offering will bring in more visitors to the area.

EPA Brownfield Assessment Grant Program Summary

Presentation of Brownfield Assessment Grant Program summary and overview of accomplishments.

Community Development Director Geiger introduced the team involved in the USEPA grant, which began in October, 2012, and finished September 30, 2015. Those included Brian Kvam, Cardno Programatic Manager; Ryan Givens, Cardno Urban Designer and George Foster, Creative Environmental. He further acknowledged the Brownfields Community Task Force who met regularly over the past three years, and particularly Task Force Member, Kojack Burnett, who attended all but one of the meetings.

Brian Kvam presented Council with a PowerPoint which summarized accomplishments during the grant period. He advised that City Staff, consultants and the Task Force identified over 90 properties which are not being used, or are being under-utilized due to real or perceived contamination, and completed Phase I environmental site assessments on nine properties. Three sites were targeted for Phase II assessments which include soil samplings for analysis and two of those sites completed were two Housing Authority sites. He advised that the third site changed ownership late in the grant effort and the team could not get permission to access the property. The grant money targeted for that assessment was used toward Redevelopment/Reuse Planning Scope.

Mr. Kvam stated that close out documents will be submitted within 90 days from the closing of the grant. He advised that the Brownfields website will remain active. He went over funding available for additional assessment grants, clean up grants, revolving fund loans, area wide planning grants, job training grants and other funding options.

Ryan Givens presented a PowerPoint outlining the Reuse Planning Scope which creates a S. Brooksville community concept plan. He detailed the planning scope which includes a streetscape block along Smith Street, E. Jefferson Street and Dr. Martin Luther King, Jr., Blvd.

Council Member Erhard questioned the targeted completion date of the whole project. Community Development Director Geiger advised that this is a planning program and funding will have to be pursued to implement it.

REGULAR COUNCIL MEETING MINUTES – October 19, 2015

Mayor Burnett offered his opinion that this program has been a great success due, in large part, to the involvement and partnership with the community.

CITIZEN INPUT

Kojack Burnett thanked Council Member Battista for attending most of the Brownfields Community Task Force meetings. He further requested that in future years, October 23rd should be considered “Chief Tim Mossgrove Day” in the City of Brooksville.

ITEMS BY COUNCIL

City Attorney Taylor

At City Attorney Taylor’s request, Council agreed to hold an Executive Session at 5:15 p.m. on October 26, 2015.

Council Member Erhard

Council Member Erhard thanked all for coming, thanked Tim Mossgrove for his service and thanked Kojack Burnett for wearing a pink ribbon in honor of October as Breast Cancer Awareness Month.

Vice Mayor Kahler

The Vice Mayor called attention to the letter included in Correspondence to Note from the Florida Department of Health regarding their recent visit to City Hall. Vice Mayor Kahler thanked staff, the Brooksville Health Food Store and Publix for making this a successful event.

Noting past history, Vice Mayor Kahler advised that when the City of Brooksville was first incorporated in the 1880s, it was a misdemeanor punishable by a fine or prison time, at the discretion of the Mayor, to have your dog run away.

Mayor Burnett

The Mayor thanked Tim Mossgrove for his service and City employees for their dedication.

Acting Deputy City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
LOCAL PLANNING AGENCY MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
MINUTES**

November 2, 2015

7:18 P.M.

Brooksville City Council met in regular session with Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor and Council Members Robert Battista and Betty Erhard. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Mike Walker, Director of Parks, Facilities & Recreation Director, George Turner, Police Chief; Tannette Gayle, Finance Director; David Freda, Interim Fire Chief; Richard Radacky, Public Works Department; Steve Gouldman, City Planner; Bill Geiger, Community Development Director; Jennifer J. Battista, Acting Deputy City Clerk; and citizens.

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

CALL TO ORDER

PUBLIC HEARING

Ordinance No.850 – Comprehensive Plan Amendment (CPA) – Housing Trust Group, LLC

Consideration of an Ordinance for a Small-Scale Amendment to amend City of Brooksville's Comprehensive Plan Future Land Use Map designation from Commercial to Multi-Family Residential for a 8.3 acre tract located on the east side of Hale Avenue, approximately 607 feet north of Cortez Boulevard.

City Planner Gouldman came forward to present the petition, summarize the staff report and to answer any questions. This included details of what the estimated impacts would be if it were assigned a multi-family residential land use designation compared to the commercial land use that it currently has. He contributed that that during the rezoning process, the petitioner may pursue a planned development project designation. This petition was recommended for approval by the Planning and Zoning Commission at their meeting on October 14, 2015. Mr. Gouldman added that there were a number of concerns expressed from people residing near this subject property related to the development of the property. An email was received from Starla Runge which will be filed with the City Clerk's office and the City Manager indicated that copies were supplied to the City Council Members.

Mayor Burnett questioned how the estimated number of children could be determined. City Planner Gouldman stated that the school board has an adopted rate applied to all residential units.

Council Member Kemerer called attention that this 8.3 acre space would equate to 30,000 of square feet of retail per acre and questioned of the 1.9 acre of environmentally sensitive land figure into the square footage, which Gouldman responded that they do. There is no differentiation from their overall allotment but regulations with all agencies related to wetlands must be complied with.

Vice Mayor Kahler advised that she had driven by the subject site and found it to be thickly wooded. She stated that she understands that neighborhoods change but expressed concern with a multi-family land use and the possible impact to the neighborhood.

LPA MEETING MINUTES – November 2, 2015

Starla Runge came forward to express her opposition to the petition, especially from an environmental aspect.

Representing the Petitioner were Don Lacey, with Coastal Engineering, and Darryl Johnston, with Johnston and Sasser, P.A. Mr. Johnston advised that this is a small scale Comprehensive Plan Amendment and the first step in a process to change the land use designation from Commercial to Multi-family Residential. He stated that this is a companion project that is to the north east of this site. Mr. Johnston informed those present that this is not the zoning stage where setbacks, trees, buffers and other developmental issues will be addressed. He requested that Council/LPA accept staff's recommendation and approve this 1st reading tonight.

In response to a question raised by Vice Mayor Kahler, Attorney Johnston stated that this is not public housing but is tax assisted housing. Don Lacey addressed the concern for impact on traffic, parking and impervious surface, stating that if it were built commercial rather than multi-family, it would have a greater impact. Addressing the environmental concern, Lacey stated that there is a lot more buffering, landscaping and setbacks that can be imposed with multi-family as opposed commercial.

Discussion ensued regarding Mayor Burnett's concerns about the flooding problems in the area. Lacey stated that SWFWMD requires any development to collect water on-site so that no additional water will go on to adjacent properties than did before. Attorney Johnston added that the development cannot make the problem worse, and he felt that it will improve drainage problems because every ounce of water on this site will be treated on-site before leaving the site.

Shirley Mikenac discussed her concerns for the development and felt that any change to the Comprehensive Plan was a major decision.

Bruce Cameron added his concern with the petition and particularly mentioned the flooding issues as it relates to Byster Lake.

Kojack Burnett offered that water cannot be directed and felt that it will need to be controlled in some manner.

Joe Bernardini offered his opinion that whether it is developed as commercial or multi-family, there will be traffic impacts on M.L.K., Jr. at Main Street and at Mildred and also on Hale Ave. at the truck by-pass.

Don Lacey came forward to address the traffic impact issues by stating that the intersections would be more heavily impacted if it was developed commercially. He assured those present that this development engineered by Coastal Engineering would not create more flooding issues than what already exists.

Motion:

Motion was made by Battista and seconded by Kemerer to recommend that the LPA approve Ordinance No. 850 – Comprehensive Plan Amendment, and recommend that Council approve 1st Reading.

Motion carried 3-2, with Kahler and Erhard voting in opposition.

LPA MEETING MINUTES – November 2, 2015

Ordinance No.851 – Comprehensive Plan Amendment (CPA) – Ten (10) year Water Supply Facilities Work Plan

Consideration of an Ordinance for a Large-Scale Amendment of the Infrastructure Element and the Intergovernmental Element of the Comprehensive Plan, modifying the Comprehensive Plan to adopt the updated 10-year Water Supply Facilities Work Plan.

Steve Gouldman, City Planner, summarized the staff report and offered to answer any questions that Council may have. He advised that should this ordinance be approved by the LPA and by Council on 1st Reading, staff would then be authorized to transmit to the appropriate agencies for review and comments. Once those comments are received, revisions will be made if necessary and the ordinance will come back to Council for 2nd and Final Reading for adoption of the plan amendment.

Motion:

Motion was made by Battista and seconded by Kahler to recommend to the governing body approval of Ordinance No. 851 – Comprehensive Plan Amendment, authorizing transmittal of same together with support documents to the Florida Department of Economic Opportunity. Motion carried 5-0.

Ordinance No.852 – Comprehensive Plan Amendment (CPA) – Five (5) year Schedule of Capital Improvements

Consideration of an Ordinance for Amendment of the 5-year Schedule of Capital Improvements Element, modifying the City of Brooksville Comprehensive Plan to adopt the updated 5-year Capital Improvements Element.

City Planner, Steve Gouldman, summarized the staff report regarding this ordinance.

Council Member Battista called attention to Table 8-2, specifically project #5 – Providence Boulevard. He questioned why the amount of \$2,053,289 was listed only in the 2015-16 column. Bill Geiger stated that it is not expected that the road will be built in 2015/16 budget year and the amount, which reflects impact fees, will be rolled into subsequent years.

City Manager Norman-Vacha requested that the ordinance be adopted as presented and any changes will be made by the Second reading.

Council Member Battista requested that this five year CIP be reviewed every year during the budget process.

Motion:

Motion was made by Kahler and seconded by Erhard to recommend that the LPA approve Ordinance No. 852 – Comprehensive Plan Amendment, with adjustments made to how the funding source is reflected, and recommend that Council approve 1st Reading.

ADJOURNMENT OF LPA AT 7:45

Acting Deputy City Clerk

Attest: _____
Mayor



CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR

SUBJECT: SURPLUS OF VEHICLES AND EQUIPMENT

DATE: DECEMBER 9, 2015

GENERAL SUMMARY/BACKGROUND: Staff requests to surplus, then sell at public auction the following vehicles and equipment as listed below:

<u>Vehicle</u>	<u>Fixed Asset #</u>
1990 Chevy C-10 Box Truck	0602
1994 E350 LT Mini Bus	1477
2000 Dodge Ram Van AB2L 12	1373

<u>Equipment</u>	<u>Serial #</u>
Jacobson Greens King IV Mower	62257-3088
Five Gang Ball Picker	71904
1997 Carryall Cart	PG9708-561039
Jacobson Greens King IV Mower	62257-3089
Jacobson Greens Mower	62257-4815
2002 Cushman Turf Truckster	LM14529

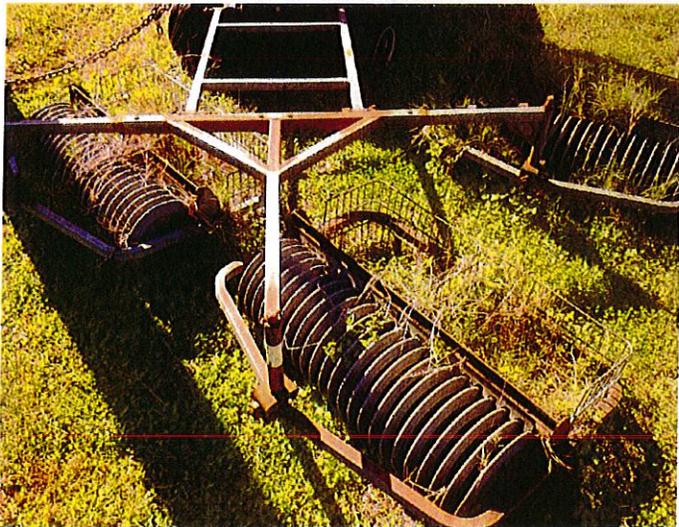
BUDGET IMPACT: Revenues received for the vehicles will be deposited in the appropriate revenue account within the City's General Fund and the equipment revenues will be placed in Fund 503 Equipment Replacement.

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

STAFF RECOMMENDATION: City Council to approve the items as "surplus" and authorize the City Manager to dispose of through auction or appropriate venue and to approve the distribution of any derived revenues as outlined in the budget note above.

ATTACHMENT: Pictures of surplus items.









CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR 
SUBJECT: FY2016 FDOT LANDSCAPE REIMBURSEMENT AND MAINTENANCE AGREEMENT
DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The City of Brooksville and The Florida Department of Transportation (FDOT) have partnered since FY2011 in Highway Landscape Reimbursement Agreements. This has provided for \$30,000 per year to be reimbursable to the City for maintenance and/or improvements to Project highway areas.

Below is a list of the current FDOT project highway areas maintained by the Parks/Facilities Department:

1. Cortez Boulevard (Truck Route) from Candlelight Blvd to Ray Browning Road
2. Broad Street from Cortez Blvd to Benton Avenue
3. Ponce De Leon Boulevard from Broad Street to Benton Avenue
4. Jefferson and Broad Streets – both from 75' east to 75' west of S. Main Street (downtown bulb outs are included in this maintenance agreement).

As stated in the Budget Meetings this year, FDOT has allowed for the City to utilize unused funding from FY2014 and FY2015, and to combine those funds with the funds for the FY2016 Agreement. If this Agreement is approved, the three (3) years of funding will allow for the replacement of the Indian Hawthorns on the east and west side of Highway 41 (Broad Street), from Cortez Boulevard (Truck Route 50) to State Road 700 (US98) split.

The project has been designed in three phases. Each phase will be allocated to a specific year of funding (FY14, FY15 and FY16). The FY16 project area, as noted in this Agreement, is from Buena Vista Boulevard to the State Road 700/US 98/Ponce DeLeon Boulevard split.

The City currently has project sites on State Highways which are listed above, and is responsible for the daily maintenance. The maintenance standards for these project areas are as follows:

1. Remove litter from all landscaped areas of the Project Highway;
2. Remove fallen palm fronds; fallen fruit; fallen flower stalks; fallen twigs and fallen limbs from all landscaped areas of the Project Highway;
3. Water and fertilize all plants;
4. Mulch all plants beds;
5. Keep plants as free as practicable from disease and harmful insects;
6. Weed the Project premises routinely;
7. Mow and/or cut grass within the areas delineated by the landscape plans;
8. Prune all plants; specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visible hazard to those using the roadway;

9. Replace, or at the City's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
10. Perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
11. Trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

This agreement will allow the City to receive reimbursement for eligible expenditures, such as professional re-design of the project area and purchase, installation and establishment of plant material.

BUDGET IMPACT/AMENDMENT: The Agreements total of \$30,000 has been budgeted in the FY16 Special Fund 140 FDOT- Landscaping Projects, in Line Item Account No. 140-000-334-44900, along with the FY14 and FY15 monies for a total of \$78,700 that is approved in the FY16 Budget.

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

STAFF RECOMMENDATION: Staff recommends that Council approve the proposed FDOT Landscape Reimbursement and Maintenance Agreements as provided and authorize the Mayor to sign.

- ATTACHMENTS:**
1. Agreement for landscaping within the right of way of SR 45/Broad Street from Buena Vista to US Hwy 98/Ponce de Leon Street, Estimated Cost \$30,000.00.
 2. Fund 140 Budget Documentation

**DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 201_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, (the "Department") and CITY OF BROOKSVILLE, "City".

WITNESSETH

WHEREAS, the Department owns State Road 45 (U.S. 41/Broad Street) right-of-way between Buena Vista Boulevard (Section 08010-000, M.P. 8.763) and State Road 700 (U.S. 98/Ponce De Leon Boulevard, Section 08010-000, M.P. 8.975) in Hernando County, Florida and

WHEREAS, the City seeks to beautify the Project by the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 438909-1-58-01 (the "Project") the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the City for eligible expenditures; and

WHEREAS, upon installation of such improvements, the City has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. SUBMITTALS

a. The City shall produce plans for and install landscape improvements on those areas of the Project Highway as depicted in the Landscape Plans and Specifications to be attached and incorporated as Exhibit "A". All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".

b. Within one hundred twenty calendar days after execution of this Agreement, the City shall submit to the Department four copies of the landscape plans and specifications. This shall include:

1. A Project Maintenance Plan.
2. Maintenance of Traffic plan sheets.
3. In addition, to the landscape plans and specifications, two (2) copies of the following documents are required:
 - a. The Project schedule.
 - b. Letters of no conflict from all utilities within the Project limits.
 - c. Project cost estimate.

4. STANDARD FINANCIAL PROVISIONS

a. The Department agrees to compensate the City for services described in Exhibit A - Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The City shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications. **(Section 287.058(1)(d) and (e) F.S.)**

c. Invoice Summaries shall be submitted by the City in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. **(Section 287.058 (1) (a), F.S.)**

d. There shall be no reimbursement for travel expenses under this Agreement.

e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the Department determines that the performance of the City is unsatisfactory, the Department shall notify the City of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The City shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the City will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the City until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the City) no later than December 21, 2017.

The City providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the date the Invoice Summary is received. **(Section 215.422 (1), F.S.)**

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the Invoice Summary amount, to the City. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the City requests payment. Invoice Summaries that have to be returned to a City because of City preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the City who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516. (*Section 215.422 (5) and (7), F.S.*)

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the City's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs. (*Section 287.058 (4), F.S.*)

g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of *Section 339.135 (6) (a), F.S.*, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (*Section 216.311, F.S.*)

i. The City agrees to comply with *Section 20.055 (5), F.S.*, and to incorporate in all subcontracts the obligation to comply with *Section 20.055 (5), F.S.*

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5. f. and 6. a., the City shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (1) remove litter from all landscaped areas of the Project Highway;
- (2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project Highway;
- (3) water and fertilize all plants;
- (4) mulch all plants beds;

- (5) keep plants as free as practicable from disease and harmful insects;
- (6) weed the Project premises routinely;
- (7) mow and/or cut grass within the areas delineated by the landscape plans;
- (8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
- (9) replace, or at the City's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
- (10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
- (11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

b. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with Paragraph 6.b.

c. The Operations Center Engineer shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 16411 Springhill Drive, Brooksville, FL. 34604: Telephone 352-848-2600.

d. Prior to any Project construction or reconstruction activity, the City shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the City. Prior to commencing any field activity on this Project, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this agreement as determined by the Department.

f. It is understood between the parties hereto that any or all of the Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The City shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty (60) calendar days removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this agreement, the City shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The City covenants to appropriate in its annual budget, for each Fiscal Year, non ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten years commencing on the date of execution of the Agreement, with ten year renewal options. The Department shall send the City an expiration notice six months prior to each ten year expiration date. Any renewal must be agreed upon by both parties in writing ninety calendar days prior to the expiration of the existing agreement

In the event that the City elects to not renew the Agreement, then the City shall, at its sole expense, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

b. The Agreement may be terminated by the Department if the City, following fifteen calendar days' written notice, fails to perform its duties under this agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or City to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the City in the performance of services required under this Agreement, the Department will immediately forward the claim to the City.

8. GENERAL

a. The Department's District Secretary or his designee shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

City of Brooksville

FUND 140 Florida Department of Transportation Landscaping

	2013 Actual	2014 Actual	2015 Budgeted	2016 Budget	
INCOME					
Intergovernmental Revenue	\$0	\$7,045	\$30,000	\$78,700	(1)
Fines & Forfeitures	0	0	0	0	
Miscellaneous	0	0	0	0	
Interest Income	0	0	0	0	
Special Assessment	0	0	0	0	
Transfers In	0	0	0	0	
Prior Year Carry forward	0	0	0	0	
Total Income	\$0	\$7,045	\$30,000	\$78,700	
EXPENDITURES					
Personal Services	\$0	\$0	\$0	\$0	
Operating Expenditures	0	7,045	0	78,700	(2)
Capital Outlays	0	0	30,000	0	
Transfers Out	0	0	0	0	
Reserves	0	0	0	0	
Total Expenditures	\$0	\$7,045	\$30,000	\$78,700	

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(1) FDOT Landscape Rehabilitation

(2) FDOT project area landscaping improvements.



City Council
CONSENT AGENDA ITEM: 24
December 21, 2015

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: GEORGE B. TURNER, CHIEF OF POLICE

SUBJECT: ADDITION TO MASTER LEASE, PATROL CAR LEASE

DATE: DECEMBER 07, 2015

GENERAL SUMMARY/BACKGROUND: City Council has approved in the FY2016 budget line item # 001-013-521-55640 in the amount of \$ 10,866, adding one (1) 2016 Dodge Charger to the Bancorp Bank Master Lease Agreement/Mears Leasing. This amount includes the first of three payments of \$ 10,276.32 to Bancorp Bank for the lease/purchase of the 2016 Dodge Charger patrol car; with an additional \$589 for police decals and misc options that will be paid to other state approved vendors. When the lease agreement expires, the vehicle and equipment will be owned by the City of Brooksville.

BUDGET IMPACT: FY2016 budget line item # 001-013-521-55640 has \$ 10,866 budgeted for the first (1st) payment of the three (3) year lease of one (1) 2016 marked/equip police vehicle. This is an add-on to the Bancorp Master Lease Agreement that the City has on file, entered into March 03, 2015.

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

STAFF RECOMMENDATION: City Council to authorize to complete the acquisition of the 2016 Dodge Charger marked patrol car through the current lease agreement with Bancorp Bank; and to authorize the Mayor to sign the Bancorp Bank authorization to add onto the Master Bancorp Lease Agreement approved signed on March 03, 2015.

Attachments: Bancorp Bank Master Lease Agreement
Bancorp Bank Add-On Agreement

The

13241

MASTER LEASE AGREEMENT
MUNICIPAL

The Bancorp Bank dba Mears Leasing ("Lessor") with offices at 3905 El Rey Road, Orlando Fl. 32808
and the undersigned The City of Brooksville ("Lessee")
with offices at 87 Veterans Ave. Brooksville, Fl. 34601 hereby agree as follows:

- 1. Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. After delivery Lessor will deliver to Lessee a Schedule A reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
- 2. Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
- 3. Payments.** Pro rata lease payment on the basis of a 30-day month for the period from delivery to the first day of the succeeding month if delivery is between the first (1st) and eighteenth (18th) of a month will be due on delivery with the initial lease payment due on the first (1st) of the month after delivery. If delivery occurs after the eighteenth (18th) of a month such a pro rata payment and the initial lease payment will be due on delivery with the second lease payment due on the (1st) of the second month after delivery. Subsequent lease payments will be due on the (1st) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
- 4. Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State");
- 5. Left blank intentionally.**
- 6. Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peacefully surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
- 7. Tinting; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-tinting and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-tinting or re-registering, as appropriate, is directed by Lessor.
- 8. Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the then undepreciated balance of the original value of the vehicle set forth in the Schedule A calculated in accordance with the rules for level yield calculations in Financial Accounting Standards Board's Standard No. 13 utilizing the original value, term, rent (excluding taxes) and expiration depreciated value set forth in the Schedule A and (c) the remaining portion of the sum of two (2) such rent payments amortized on a straight line basis over the lease term considering only full months elapsed. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain all risks casualty insurance on the Vehicles. If requested, Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. The parties waive any right to a jury trial in any related action. Any waiver must be in writing.



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 01/01/2015, between The Bancorp Bank (Lessor) and

City of Brooksville (Lessee).

Customer # 13241

Unit # _____

Date 11/04/2015

Year, Make & Model	VIN
2016 Dodge Charger Police	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	charcoal		FL	

Term & Frequency	<u>36 Monthly</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$29,103.00</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$10,276.32</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Monthly Payment	<u>\$10,276.32</u>		

Additional Terms and Conditions:

LESSEE City of Brooksville	Signature _____
Signature _____	Title _____
Title _____	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



City Council
CONSENT AGENDA ITEM: 625
December 21, 2015

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE B. TURNER, CHIEF OF POLICE
SUBJECT: REPLACEMENT DETECTIVE CAR
DATE: DECEMBER 21, 2015

GENERAL SUMMARY/BACKGROUND: On November 23, 2015 a Brooksville Police Detective was involved in a traffic crash that resulted in the total loss of a 2012 Dodge Charger, vehicle #184. The City received an insurance check in the amount of \$19,987.17. Additionally, another check was received for the emergency equipment and tow charge in the amount of \$2,534.00. This equates to a total payment amount of \$22,521.17 via the City's vehicle insurance carrier.

Staff requests Council approval to replace the 2012 Dodge Charger, vehicle #184, with a 2016 Dodge Charger, utilizing the State bid pricing from AutoNation Chrysler Dodge, an authorized State bid dealer. The cost of this vehicle without emergency equipment is \$ 21,508.00. The remaining insurance payment of \$ 1,013.17 is to be used for replacement and installation of emergency equipment.

BUDGET IMPACT: Insurance checks received for the loss of vehicle #184 in the amounts of \$19,987.17 and \$2,534 to be utilized towards the purchase price of the a new vehicle and emergency equipment.

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

STAFF RECOMMENDATION: Staff recommends the replacement of vehicle #184 by purchase of a 2016 Dodge Charger; and purchase and installation of emergency equipment as stated above.

Attachments: PDA Condition Report
AutoNation Quote for 2016 Dodge Charger

Condition Report

Date: 12/1/2015
 Property Condition: Total Loss

Assignment Number
854-511-0068

Loss Recap for Total Loss

Damage Appraisal...\$18,098.85
 Percent of ACV..... 86.24 %
 Deductible.....\$0.00
 Total.....\$18,098.85

Office:

PDABrooksville, FL #854
 P.O. Box 6387
 Spring Hill, FL 34611
 Phone: 352-683-9669
 Fax: 352-683-9096

Insurance Company:
 GALLAGHER BASSETT INSURANCE
 Adjuster: Brian Holobicky

Assignment Received: 11/25/2015	Date of Loss: 11/23/2015
Date of First Contact: 11/25/2015	Date of Inspection: 12/1/2015

Inspection Location:
 BROOKSVILLE IMPOUND BROOKSVILLE, FL 34601

Vehicle/Owner Information:

Insured: CITY OF BROOKSVILLE
 Vehicle: 2012 Dodge CHARGER
 VIN #: 2C3CDXCTXCH159919

Repair Facility:

None Specified

Loss Recap

Estimated Amount of Open Damages: \$0.00	Recommendation: Total Loss	Claim #: 010523037930AP01 Policy #:
Estimated Salvage Value: \$0.00	Primary Damage: Left Front Corner	
Repair Facility Estimate Amount: \$0.00	Secondary Damage: Damage Appraisal: \$18,098.85	

Agreed Scope of Damage: No	Betterment/Depreciation: No	Tow Charges: \$0.00	Direction to Pay: Unknown
Days to Repair: 0	Applicable: Reason:	Storage Rate Per Day / Total: N/A	Drivable: No
Appearance Allowance: No			

Condition Summary

Interior: Average Paint: Average	Request Number: Instant Value: \$0.00 Salvage Moved: No BROOKSVILLE CITY YARD Stock Number: Salvage Bids Obtained: Yes	ACV Method: Quotes Avg Book Value: \$21,325.00 Avg Market Survey: \$20,649.33 Avg Lines 1 & 2: \$20,987.17 Total Adjustments: \$0.00 Suggested ACV: \$20,987.17 (Tax Rate: 0.000 %) : \$0.00 Grand Total: \$20,987.17	Special Equipment: . Approx Cost of Special Equipment: \$0.00
Engine: V8 Mileage: 70508			
Tire Information: Size: 235/50/18 Type: RADIAL			
Tread Depth(In 32nd's): LF:3 RF:3 LR:9 RR:9 Spare:0			

Remarks	Open Items
THE VEHICLE WAS INSPECTED AT THE BROOKSVILLE CITY YARD IN BROOKSVILLE FL THE DAMAGE IS TO THE FRONT. REPAIRS ARE NOT RECOMMENDED THE VEHICLE IS A TOTAL LOSS THE MILEAGE WAS TAKEN FROM THE DRIVERS GAS RECEIPT FROM THE DAY OF THE COLLISION. THE ACV DOES NOT HAVE THE ITEMS THAT THE POLICE DEPARTMENT HAS INSTALLED ON THE VEHICLE THAT CANNOT BE REMOVED. ONCE THE CHEIF SENDS OVER THE LIST OF ITEMS I WILL FORWARD IT OFF TO ADD TO THE VEHICLE VALUE. A COPY HAS BEEN RELEASED Paint Comments:	



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT *[Signature]*
FROM: STEVE GOULDMAN, AICP, CITY PLANNER *[Signature]*
SUBJECT: ORDINANCE NO. 862—AX2015-14; CITY-INITIATED
ANNEXATION FOR BROOKSVILLE CHRISTIAN CHURCH, INC.
DATE: DECEMBER 21, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 9.10 acres in size and is located at 6197 Broad Street, approximately 2,050 feet north of Southern Hills Boulevard. On behalf of Brooksville Christian Church, 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 August 29, 2005 and recorded in the public record at Book 2295, Pages 1980 through 1997, 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. The property presently has a Hernando County zoning designation of AG (Agricultural), with a PSF (Public Service Facility) Overlay and a Special Exception Use for a Public Assembly use. The property is developed as a religious institution with structures containing 12,253 square feet of floor space and a communication tower.

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 862. 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 December 7, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 862 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 21, 2015.

- ATTACHMENTS:**
1. Annexation Petition
 2. Proposed Ordinance No. 862 with Exhibit "A," Utility Services Agreement and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE November 23, 2015

FILE # AX2015-14

Please print or type all information.

PROPERTY OWNER

Name: Brooksville Christian Church

Address: PO Box 10537

City: Brooksville, FL 34603-0537

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 Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997.

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: 6197 Broad Street

Legal Description:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Key Number 00201490

Highway & Street Boundaries: west side of U.S. 41/Broad Street north of Southern Hills Blvd. and south of Mason Smith Road

Site Acreage:

(a) Incorporated Area: 0

(b) Unincorporated Area: 9.10 acres

(c) TOTAL ACREAGE: 9.10 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: AG (Agricultural) & PSF Overlay/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 Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997, 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 Brooksville, 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: 11-24-15

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

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 24th day of November, A.D. 2015 by T. Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer J. Battista
Notary Public



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 Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997, 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.

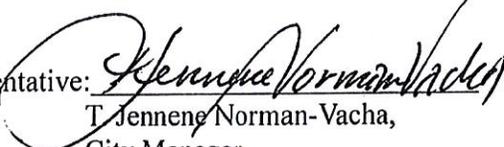
Legal Description

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Parcel Key # 00201490

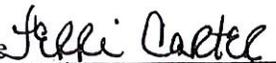
See attached the Utility Service Agreement (to annex land)

Date: 11-24-15

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

Signed in the presence of:

WITNESSES:

Signature 
Print Name Terri Carter

Signature 
Print Name Tarnette Gayle

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:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Parcel Key # 00201490

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 August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997 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: 11-24-15

Owner Representative:


T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 24th day of November
2015 by T. Jennene Norman Velez, who is personally known to me or who has
produced _____ as identification.

Jennifer J. Batista
SIGNATURE OF NOTARY



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 Brooksville Christian Church is the owner(s) of the herein described property, to-wit:

Legal Description:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Parcel Key # 00201490



Owner or Representative

ORDINANCE NO. 862

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 DESCRIPTION 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, Brooksville Christian Church, 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, Brooksville Christian Church is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Brooksville Christian Church entered into a Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 – 1997; and,

WHEREAS, Brooksville Christian Church appointed the City as its duly authorized representative for instituting an annexation petition and 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 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; 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 Brooksville Christian Church into the City of Brooksville, Florida, pursuant to the annexation provisions of the Utility Service Agreement, 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, 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 Brooksville Christian Church 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, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00201490 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610

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 BROOKSVILLE, FLORIDA

ORDINANCE NO. 862

Attest: _____
Virginia C. Wright, City Clerk

By: _____
Natalie Kahler, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 24th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 2015.

PASSED on First Reading December 7, 2015.

NOTICE Published on December 11 and 18, 2015.

PASSED on Second & Final Reading _____.

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

VOTE OF COUNCIL:

Council Member Burnett _____
Council Member Erhard _____
Council Member Kemerer _____
Vice Mayor Battista _____
Mayor Kahler _____



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

Exhibit A

18
2
B

Doc# 2006060194
Hernando County, Florida
07/21/2006 2:27PM
KAREN NICOLAI, Clerk

**CITY OF BROOKSVILLE
UTILITY SERVICE AGREEMENT**

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 29 day of AUGUST, 2005, between the CITY OF BROOKSVILLE, FLORIDA, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and Brooksville Christian Church, Inc., a non-profit organization, incorporated under the laws of the State of Florida, hereinafter referred to as the "CHURCH". 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 CHURCH proposes to develop a 320 seat sanctuary and a fellowship hall on land which is described in "Exhibit A", attached hereto, (herein "PROPERTY"). The real property is not presently within the City of Brooksville corporate limits;

WHEREAS, the property is properly zoned to accommodate the development as depicted on the proposed master plan, attached hereto as "Exhibit B" (herein "DEVELOPMENT");

WHEREAS, the CHURCH 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, and that certain Inter-local Agreement, dated August 5, 2002, between the City of Brooksville, Florida, and the Board of County Commissioners, Hernando County, Florida, relating to the provision for water and sewer service by the City of Brooksville and Hernando County. 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 CHURCH 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 CHURCH, the commitments by the CITY and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by both the CITY and CHURCH, 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" Proposed Master Plan
- "Exhibit C" Wastewater Element
- "Exhibit D" Water Element
- "Exhibit E" Development Schedule
- "Exhibit F" Power of Attorney for Future Annexation
- "Exhibit G" Utility Fee Payment Element
- "Exhibit H" Easement Provision

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 CHURCH: President
 Brooksville Christian Church, Inc.
 6197 Broad Street
 Brooksville, Florida 34601

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

4. The CHURCH agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements installed by the CHURCH. The CHURCH also agrees to grant the CITY a utility easement, using the CITY'S Grant of Easement form, along with the right of ingress and egress within the DEVELOPMENT for those specific water and wastewater improvements that will be dedicated to the CITY. The CHURCH 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 CHURCH acknowledge that the AGREEMENT provides terms which constitute the CITY'S response to the CHURCH'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.

6. The AGREEMENT may not be changed orally. Amendment hereto shall be in writing and signed by the parties.

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 the 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 the AGREEMENT.

9. 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.

10. The terms and provisions of the AGREEMENT shall be a commitment and obligation which shall not only bind the present CHURCH 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 CHURCH.

11. 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.

12. The CHURCH 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.

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 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.

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

15. 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.

16. The AGREEMENT is predicated on the representation by the CHURCH 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.

17. The CITY agrees to provide utility service only for the phases of 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, 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 hereof. Water and/or sewer improvements may not be placed in service until the applicable permit close-out 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.

18. 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 CHURCH

19. 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.

20. All improvements installed by the CHURCH and dedicated to the CITY herein will remain the property of the CHURCH until accepted by the CITY in writing. Said improvements shall be maintained by the CHURCH until accepted by the CITY. Final acceptance will be given 365 calendar days following construction and final inspection and approval by the CITY. The CITY will perform a final inspection of the installed improvements, 30 days prior to acceptance and will provide the CHURCH a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the CITY prior to final acceptance because of a failure of the improvements installed by the

CHURCH and the CHURCH'S unwillingness or inability to restore service within a four hour period shall be repaid by the CHURCH.

21. The CHURCH 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.

22. The CHURCH hereby affirms that he has the legal authority to construct the DEVELOPMENT as indicated in the AGREEMENT. The CHURCH agrees to protect the CITY from all claims of ownership for rights and privileges granted by the CHURCH to the CITY

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of Aug., 2005.

FOR THE CHURCH

By: [Signature]
Raymond D. Woolever, President



STATE of FLORIDA
COUNTY of HERNANDO

The forgoing instrument was acknowledged before me this 29th day of August, 2005 A.D., by Raymond D. Woolever, as President of Brooksville Christian Church, Inc., an individual, who is personally known to me or who has produced _____, as identification and who (DID) (DID NOT) take an oath.

[Signature]
(Signature of Notary Public)

Darle M. Canova
(Printed Name of Notary Public)



FOR THE CITY

By: [Signature]
Richard E. Anderson,
City Manager

ATTEST:

[Signature]
Karen M. Phillips, CMC
City Clerk

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

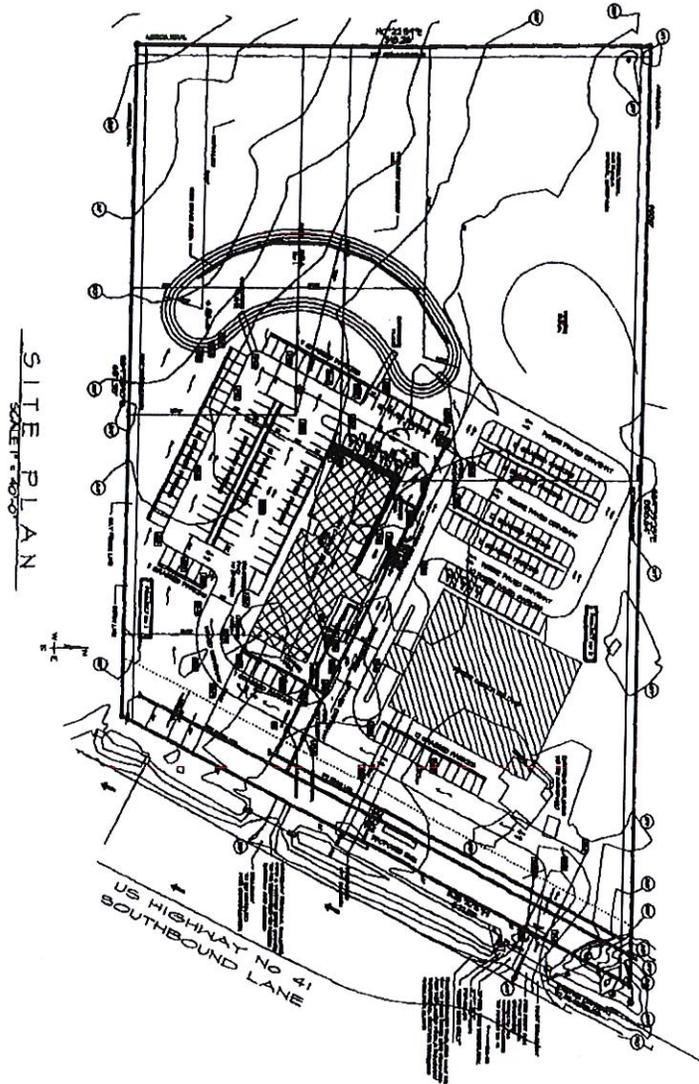
[Signature]
David LaCroix, City Attorney

Approved as to technical content and City requirements.

[Signature]
Will Smith, Utilities Supt.

"EXHIBIT A"
LEGAL DESCRIPTION

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official
Records of Hernando County, Plat Book 4, Page 36. 9.10 acres



Gregory Fongohua
Architects Inc. Design & Drafting
10000 N. 20th St. Suite 100
Tampa, FL 33613-4400 Tel. (813) 988-4400

SITE PLAN
FOR
BROOKSVILLE CHRISTIAN CHURCH

DATE: 11/11/08
SCALE: AS SHOWN
SHEET: 2 OF 2

3/28/2008

LEGAL DESCRIPTION
THESE PLANS ARE SUBMITTED TO THE PUBLIC RECORDS FOR RECORDATION AND INDEXING IN ACCORDANCE WITH SECTION 170.01, F.S. THE PROPERTY DESCRIBED HEREIN IS THE PROPERTY OF GREGORY FONGOHUA ARCHITECTS, INC. AND IS NOT TO BE CONSIDERED A WARRANTY OF ANY KIND BY THE ARCHITECT.

"EXHIBIT C"
WASTEWATER ELEMENT

The CHURCH has requested wastewater service from the CITY. The CHURCH agrees to provide centralized wastewater service by the installation of wastewater collection lines, an on-site pumping station and a two (2) inch force-main; from the on-site lift station to a point of connection at the southeast corner of the DEVELOPMENT to an existing twelve (12) inch sewer force-main at that point as shown in "Exhibit B".

The CHURCH agrees to have all of said wastewater facilities designed in accordance with the CITY'S construction standards and sized to accommodate all flows from the DEVELOPMENT as planned. Said collection lines, lift station and the two (2) inch force main within the DEVELOPMENT will remain the property of the CHURCH.

The CHURCH must design for 35 pounds per square inch pressure at the point of connection to the CITY'S force main. The CITY does not guarantee the pressure at that connection will remain the same. If in the future the hydraulic conditions change the CHURCH will be incumbent on the CHURCH to make the changes to the on-site lift station at its expense.

At the point of connection the City will provide a 2" threaded valve on the existing 12 inch force main for the DEVELOPMENT to connect to. The CHURCH will install an iron body ball type check valve at the point of connection and extend a two (2) inch force main into the site. The check valve will remain the property of the CHURCH.

All wastewater improvements installed by the CHURCH within the DEVELOPMENT shall remain the property of the CHURCH.

The parties agree that wastewater facilities installed by the CHURCH and identified herein as owned by the CHURCH shall remain the property and maintenance responsibility of the CHURCH. The CHURCH, 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 CHURCH and heirs of the property.

At such time as the CITY expands its telemetry system to include private onsite pump stations, the CHURCH agrees to connect to the City wide telemetry system in accordance with City Ordinances as amended. The CHURCH 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 CHURCH shall be responsible for containing the sewage generated by the DEVELOPMENT during periods when the pump station is turned off by the CITY.

The CHURCH agrees to provide the CITY full access to the DEVELOPMENT to inspect the site for surface water intrusion.

The CITY represents and warrants that provided the CHURCH 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.

The CHURCH 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, as shown on "Exhibit B".
2. WATER DISTRIBUTION shall mean all on-site potable water lines and attendant facilities that are within the specific physical boundaries or needs of the DEVELOPMENT.

B. WATER SUPPLY:

1. The DEVELOPMENT shall be supplied water from the existing capacity of the CITY'S existing wells and water treatment plants. The point of connection for water service is an existing twelve (12) inch water line currently located in an easement in the northwest corner of the PROPERTY. The CHURCH will connect to the existing twelve (12) inch water line and extend a twelve (12) inch water line along the entire length of the property line as shown in "Exhibit B". The twelve (12) inch water line will be dedicated to the CITY upon final acceptance by the CITY as provided for herein. The City agrees to maintain said water line up to the first connection to the meter in good working order and in compliance with applicable rules and regulations.
2. The CHURCH will be given water connection fee credit not to exceed the construction cost of the twelve (12) inch water line. The final cost of construction presented to the CITY must be certified by a professional engineer.

"EXHIBIT F"

CONNECTION FEE PAYMENT ELEMENT

Connection Fees:

The current utility fees for the DEVELOPMENT are assessed as follows:

Lump Sump Payment:

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

	<u>Demands (gpd)</u>	<u>Minimum ERUs</u>	<u>Connection Fees</u>
<u>Water Demand</u>			
Sanctuary (320 cap)	1120	4.5	\$ 3,010.56
Fellowship Hall (200 cap)	700	2.8	\$ 1,881.80
		Total Water-	<u>\$ 4,892.16</u>
<u>Sewer Demand</u>			
Sanctuary (320 cap)	1120	5.6	\$ 9,676.80
Fellowship Hall (200 cap)	700	3.5	\$ 6,048.00
		Total Sewer-	<u>\$ 15,724.80</u>

Water connection fees based on \$672 per 250 gallons ADF
Sewer Connection fees based on \$1728 per 200 gallons ADF

Connection fee rates are subject to change. The connection fee rate is the rate at the time of payment or the time the connection fee credit is created. Connection fee credits will be considered created when the appropriate facility is technically and legally completed and ready for service. The CITY will not reserve capacity for those phases of the DEVELOPMENT that have not paid connection fees.

EXHIBIT "G"
ANNEXATION ELEMENT

The OWNER hereby agrees to appoint 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 such petitions for voluntary annexation of the DEVELOPMENT into the CITY OF BROOKSVILLE. The OWNER on behalf of itself, its heirs, assigns and successors in interest does hereby irrevocably consent to said annexation. This agreement shall remain in full force from date of execution for a period not to exceed 50 years.

"EXHIBIT H"

EASEMENT PROVISION

The CHURCH hereby agrees to grant the CITY a twenty (30) wide utility easement within the DEVELOPMENT; lying adjacent to the east property line as it abuts Broad Street right-of-way; running the entire length of the east property line using the City's standard Grant of Easement form attached hereto.

GRANT OF EASEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2005, by and between Brooksville Christian Church, hereinafter called the Grantor, the City Of Brooksville, hereinafter called the Grantee.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the sum of \$1.00 and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, the Grantor has this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto the Grantee, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described, at any time that it may see fit, and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying water over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, maintenance, and operation of said pipelines and/or mains.

The land affected by the grant of this easement and right-of-way is located in the County of Hernando, and the State of Florida, and is more particularly described as follows to-wit:

The east 30 feet of Lot 61, Garden Grove Farm Lots subdivision as it abuts the right-of-way of US41 (Broad Street).

The grantor hereby covenants with the Grantee that Grantor is lawfully seized and possessed of the real property above-described, thereof, and that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomever.

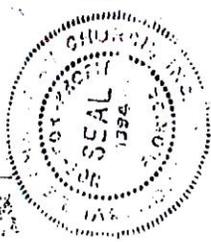
As a part of the consideration for this grant, the Grantor does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, the Grantor, has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Daryl Baynial
(Witness)
Abby
(Witness)

By: Raymond D. Wadever



STATE of FLORIDA

COUNTY of

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Raymond D. Wadever, to me known to be the persons described herein in or who produce PERSONALLY KNOWN as identification and who executed the foregoing instrument and said persons acknowledged before me that said the same.

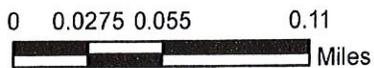
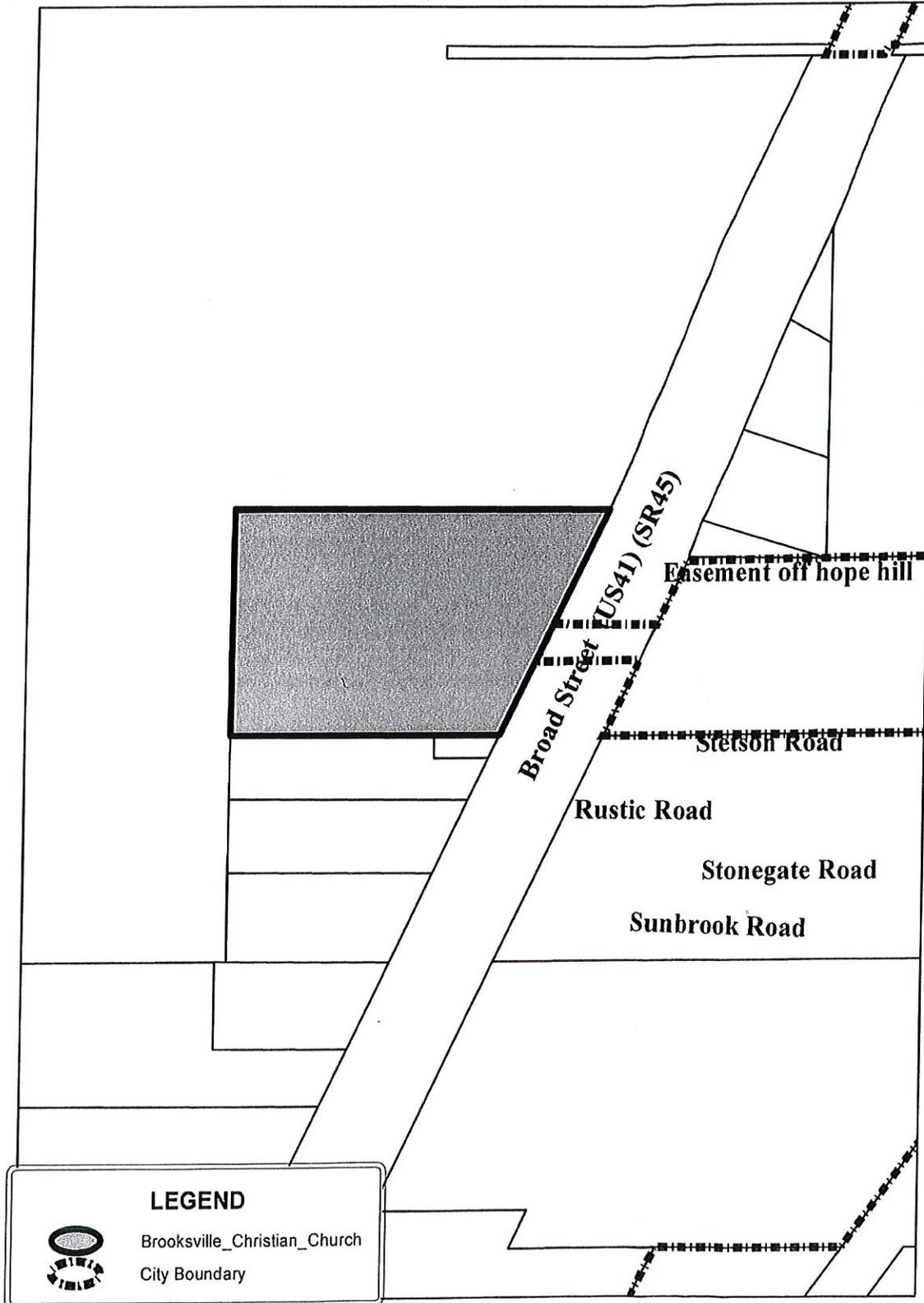
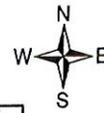
WITNESS my hand and official seal in the County and State last aforesaid this 29th day of Aug., A.D., 2005

Darle M. Canova
Notary Public





**Brooksville Christian Church
Annexation Petition--December 2015
Ord. No. 862--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. © 2015 All Map Projects Sea Gate and Holdings, Association 2010 and



City Council
AGENDA ITEM: I1
December 21, 2015

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Vacha*
FROM: VIRGINIA C. WRIGHT, CITY CLERK *V. Wright*
SUBJECT: CITY COUNCIL BOARD ASSIGNMENTS AND ORGANIZATIONS
DATE: DECEMBER 15, 2015

GENERAL SUMMARY/BACKGROUND: Annually City Council appoints or ratifies Council Member representation on various city boards, intergovernmental agencies and outside organizations.

Attached is a list of the current boards, noting the current member representative, and the usual meeting date, time, and place. Please review and determine which boards or agencies you may be able to sit on for appointment by City Council.

BUDGET IMPACT: No budgetary impact other than travel reimbursement costs for minimal travel reimbursement for out of county boards, not otherwise reimbursed.

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

STAFF RECOMMENDATION: Staff seeks direction from Council and requests appointment of Council representatives for each board/organization.

ATTACHMENTS: 1. List of Current Council Appointments/Liaisons

OUTSIDE AGENCIES, BOARDS AND COMMITTEES

<p><u>HERNANDO COUNTY ANTI-DRUG COALITION</u> 13194 Spring Hill Drive, Spring Hill, FL 34601 Theresa (tresa@cnaps.com) ACenaps Corp 596-8000 or 540-9335) hernandoantidrug.org Frankie Burnett, Council Member</p>	<p>Last Wed of each month at 3:30 pm</p>
<p><u>CHILDREN'S ADVOCACY CENTER/COMMUNITY ALLIANCE</u> 880 Kennedy Boulevard PO Box 896, Brooksville, FL 34605 Janice Roy 754-8809 Frankie Burnett, Mayor</p>	<p>2nd Thursday bi-monthly at 10:00 am Mid-Florida Services Building Community Alliance at 9:00 am</p>
<p><u>METROPOLITAN PLANNING ORGANIZATION</u> 20 N Main Street, Room 262 Brooksville FL 34601 Tina 754-4057 ext 28032 Robert Battista, Council Member William Kemerer, Alternate</p>	<p>4th Tues of Jan-Jul, Sept-Oct 3rd Tues of Aug No Meeting in Nov 2nd Tues of Dec at John Law Ayers County Comm Chambers</p>
<p><u>TAKE STOCK IN CHILDREN</u> Pasco-Hernando Community College Ronteryl Black 797-5108 11415 Ponce de Leon Boulevard Brooksville FL 34601 Frankie Burnett, Council Member</p>	<p>Held Quarterly on the 1st Wed of the designated month at North Campus at 5:30 pm</p>
<p><u>TOURIST DEVELOPMENT COUNCIL</u> 14800 Flight Path Drive Brooksville FL 34602 Tammy J. Heon - 800.601.4580/352.754.4405 Betty Erhard, Council Member</p>	<p>4TH Wednesday of each month 3-5:00 pm the Brooksville Tampa Bay Regional Airport - Tourist Development Office</p>
<p><u>WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY</u> Richard Owen, Executive Director 3600 W. Soverign Path, Suite 228, Lecanto, FL 34461 Robert Battista, Council Member Richard W. Radacy, Alternate **Travel & Per Diem reimbursed by WRWSA to Member</p>	<p>3rd Wed of each month at 4:30 pm Held in Lecanto</p>
<p><u>YOUTH AND FAMILY ALTERNATIVES</u> Gloria Gorby 727-835-4166 ext 304 18377 Sheriff Mylander Way, Brooksville FL 34601 Frankie Burnett, Council Member</p>	<p>Leadership Council Meeting 1st Wed. of each month at noon</p>

CITY BOARDS/COMMITTEES COUNCIL REPRESENTATIVES

ALL MEETINGS ARE HELD IN COUNCIL CHAMBERS

<p>BEAUTIFICATION BOARD Betty Erhard (Non-Voting Member)</p>	<p>2nd Tues of each month at 5:30 pm</p>
<p>BROOKSVILLE CEMETERY ADVISORY COMMITTEE Frankie Burnett (Voting Member)</p>	<p>As Announced</p>
<p>GOOD NEIGHBOR TRAIL ADVISORY COMMITTEE Natalie Kahler (Voting Member)</p>	<p>As Necessary</p>
<p>PARKS AND RECREATION ADVISORY BOARD Natalie Kahler (Voting Member)</p>	<p>As Announced</p>

