City of Brooksville
Joseph E. Johnston, III Council Chambers

201 Howell Avenue
Brooksville, Florida 34601-2041
(352) 540-3810

Robert Battista
Vice-Mayor

Betty Erhard
Council Member

Frankie Burnett
Council Member

William Kemerer
Council Member

Natalie Kahler
Mayor

"The City of Brooksville must be responsive to the taxpayers. It must be as efficient as possible, functioning like the multi-million dollar a year business that it is. It must have leadership, set specific goals, develop a strong and motivated workforce, and be accountable to the taxpayers for its expenditures and performance."

City Council Agenda

AUGUST 1, 2016

Regular Session 7:00 P.M.

Thomas S. Hogan, Jr.
City Attorney

T. Jennene Norman-Vacha
City Manager

Virginia C. Wright
City Clerk

GENERAL INFORMATION AND INSTRUCTIONS

In addition to items listed as "Public Hearings", the Mayor will ask for comments from the public, usually requesting that anyone desiring to speak on an item, raise their hand. To insure that sufficient time is allocated for each item, unless extended by the City Council, representatives of the applicant/petitioners will have ten (10) minutes for presentation, and five (5) minutes for rebuttal. In addition three (3) minutes will be scheduled for others to provide additional comments. When recognized by the Mayor, please approach the podium and speak into the microphone, stating your name and address, and then present the information you desire. A special time period called Citizen Input is also scheduled following the Presentations and Regular Agenda items for those desiring to address the City Council.

Items listed in the "Consent Agenda" will be approved by Council in their entirety by a single motion, indicated by the (√) symbol, unless otherwise indicated by Council. Other agenda items are considered individually.

Items identified on this agenda with an asterisk (*) are land use and other quasi-judicial function of the City Council involving land use, and the following ex parté procedures apply:

- Consideration of applications to intervene as a party, if any. "Request to Intervene/Expert Witness" forms and instructions may be obtained from the recording secretary prior to the scheduled time for consideration of the item.
- Qualification of sworn witnesses who wish to testify as an expert, based on statement of credentials made orally or set forth in application file.
- Swearing of witnesses who wish to give sworn testimony.
- Testimony of City staff witnesses, with cross-examination by applicant and party-interveners, if they request.
- Testimony of applicant and applicants witnesses, with cross-examination by City and party-interveners, if they request.
- Testimony of party-interveners and their witnesses, with cross-examination by City and applicant, if they request.
- Testimony by members of public who wish to address application. Any individual, not requesting/designated as an intervening party or expert witness may, upon being recognized by the Mayor, present information to the Council, and may be questioned by the Council but is not required to be subject to cross examination, and need not be sworn in.
- Close of public hearing.
- Council deliberation/vote.

Items identified with a double asterisk (**) are quasi-judicial functions of the City Council other than land use; the Council Members disclose any ex parté communications.

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

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

CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE

AUGUST 1, 2016 **7:00 P.M.**

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES AND PROCLAMATIONS

1. **Proclamation - Hernando County Sheriff's Office Text 10 9-1-1 System**
   Proclamation recognizing the Hernando County Sheriff's Office for implementation of Text to 9-1-1 System for the City of Brooksville and Hernando County.

2. **Proclamation - Florida Water Professionals Month**
   Proclamation recognizing August 2016 as Florida Water Professionals Month.

D. CITIZENS INPUT

E. REGULAR AGENDA

1. **Ordinance No. 865 - Amendment to Land Development Code Article VII – Political Signs**
   Consideration to approve the first reading of Ordinance No. 865 and schedule a second reading of Ordinance No.865 for public hearing on August 15, 2016.

Presentation:	City Planner
Recommendation:	Approval of **First Reading** Ordinance No. 865 upon roll-call vote and schedule Second & Final Reading for 8/15/2016.
Attachments:	Memo from City Planner dated 8/01/2016; City of Brooksville Land Development Code Article VII; Hernando County Code of Ordinances Chapter 25-5, Signs; Draft of Ordinance No. 865, including Land Development Code Article VII, Subsection 7-1.4.g.

2. **City Stage Use Request-Florida Agriculture and Wildlife Expo**
Consideration to approve the Florida Agriculture and Wildlife Expo to utilize the City's portable stage for the annual Expo being held October 28– October 30, 2016.

Presentation:	Deanna Naugler/President Florida Agriculture & Wildlife Expo
Recommendation:	Direction to staff.
Attachments:	Memo from Parks, Recreation, & Facilities Director dated 7/18/2016; Letter from Director of Florida Agriculture & Wildlife Expo; Expo Flyer.

3. **2016 Great Brooksvillian Selection**
Review of Screening Committee recommendations and selection of the 2016 Great Brooksvillian recipient.

Presentation:	City Clerk
Recommendation:	Approval of Appointment or Direction to Staff
Attachments:	Memo from City Clerk dated 7/25/2016; Press Releases; Selected Nominee Applications.

4. **Auditors Contract Agreement**
Consideration for approval to extend the audit contract agreement with Clifton, Larson and Allen.

Presentation:	Finance Director
Recommendation:	Approval to extend the current auditing services contract with Clifton, Larson & Allen.
Attachments:	Memo from Finance Director dated 7/20/2016; Current Contract; Addendum/Amendment to Contract; Engagement Letter

5. **Adoption of Tentative Millage Rate for FY2017 Budget**
Consideration to adopt the Tentative Millage Rates for TRIM Requirements and approve the City's Public Budget Hearing dates for September 7th and September 14th both to begin at 5:01 p.m.

Presentation:	Finance Director
Recommendation:	Adoption of Tentative Millage Rate & Establishment of Public Budget Hearings.
Attachments:	Memo from Finance Director dated 7/25/2016.

6. **Appointment of Planning & Zoning Commission Board Members**
Consideration of appointment of board members.

Presentation:	City Clerk
Recommendation:	Appointment of Board Members
Attachments:	Memo from City Clerk dated 7/26/2016; Applications.

F. CITIZENS INPUT

G. ITEMS BY COUNCIL

H. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and online at www.citybrooksville.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.

AGENDA ITEM NO. C-1

City of Brooksville

Proclamation

Whereas, On July 8, 2016 the Hernando County Sheriff's Office implemented the *Text to 9-1-1 System,* to be utilized effective immediately; and

Whereas, the Hernando County Sheriff's Office is the first center within the Tampa Bay Area to implement Text to 9-1-1; and

Whereas, the Hernando County Sheriff's Office is the 11th center in the State of Florida to utilize the technology; and

Whereas, Text to 9-1-1 will assist those who are in imminent danger and who need to seek help discreetly; and

Whereas, Text to 9-1-1 will assist those having a medical emergency who may have an easier time utilizing Text to 9-1-1 rather than speaking; and

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

Hernando County Sheriff's Office

for their dedicated service and efforts, as they continue to strive to protect and assist people. Wherein the Hernando County Sheriff's Office has implemented technology safeguards of enhanced improvement, to create a safer environment and to provide emergency assistance for our citizens and visitors alike within the City of Brooksville and Hernando County.

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 1st day of August, 2016.

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

City of Brooksville

AGENDA ITEM NO. C-2

Proclamation

Whereas, the Florida Water and Pollution Control Operators Association is a statewide organization composed of water industry professionals who dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and stormwater; and

Whereas, this organization is committed to protecting the health of Florida's citizens and our state's natural resources, and supports the training, certification, and licensing of water industry personnel as a means to achieve these goals; and

Whereas, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

Whereas, each year the Florida Water and Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Month,* which applauds their constant efforts to protect our health and environment.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby recognize August 2016, as

Florida Water Professionals Month

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 1st day of August, 2016.

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

City Council
AGENDA ITEM: E1
August 1, 2016

AGENDA ITEM
MEMORANDUM

TO: THE HONORABLE MAYOR & CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NUMBER 865 AMENDING LAND DEVELOPMENT CODE ARTICLE VII—POLITICAL SIGNS

DATE: AUGUST 1, 2016

Introduction & Background Information:
At the July 18, 2016 City Council meeting, the Council directed staff to review the Land Development Code provisions for political signs. Specifically, City Council directed staff to review the current regulations regarding political signs in relation to those of Hernando County and explore the possibility the City's Land Development Code be amended to ensure that the City's regulations are consistent with those of Hernando County.

Upon review of the City and County's sign regulation, staff identified two significant differences. The first difference involves the time frames in which political signs may be displayed. Presently, the City of Brooksville's Land Development Code, in Article VII, Subsection 7-1.4.G., allows that political signs may be erected no more than 90 days prior to an election day and requires that such signs be removed within 10 days following the election. Hernando County's regulations applicable to political signs allow that such signs may be erected no more than 45 days prior to the first election of the series of elections that determines a candidate or issue and must be removed within 14 days following the election. Hernando County also defines "election" as a single specific date of a primary, general or special election designated by law or ordinance. The City's regulations contain no definition of the term "election."

The second significant difference is the amount of sign area allowed for temporary political signs. Article VII, Subsection 7-1.4.G. of the City's Land Development Code provides that political signs may be a maximum of 6 square feet in size in residential districts and a maximum of 24 square feet in nonresidential districts. The Hernando County regulations also allow political signs a maximum of 6 square feet in size in residential districts. The significant difference between Brooksville's regulations and those of Hernando County lies in the amount of sign area for nonresidential parcels. As noted above, a maximum of 24 square feet is allowed for political signs on nonresidential properties in the City of Brooksville. Hernando County's regulations, in

contrast, allow varying amounts of political sign area, with the variations based on a number of circumstances and characteristics.

Of importance to the comparison to Hernando County's provisions, it should be noted that the City of Brooksville's Land Development Code allows one freestanding or detached sign on the premises of a nonresidential parcel and the freestanding or detached sign may not exceed 32 square feet in size, resulting in a sign face area a maximum of 64 square feet. Signs excepted from the above provisions may be permitted if: (1) The parcel fronts 500 feet minimum on each of more than one street in which case one freestanding sign containing no more than 96 square feet of sign area per side or two freestanding signs containing no more than 48 square feet of sign area per side each may be permitted provided the signs maintain a separation of 250 feet; or (2) the parcel contains two or more units, each of which contain a business establishment or use with a separate identity from other uses on the premises in which case one freestanding sign not to exceed 72 square feet of sign area per side for under four units or 96 square feet of sign area per side for four or more units may be permitted. Signs attached to buildings may not have sign areas exceeding 10 percent of the total area of the exterior wall, including any glass area, to which it is attached.

Hernando County's regulations, as noted above, allow varying amounts of political sign area, with the variations based on a number of circumstances and characteristics. Specifically, Chapter 25.5, Subsection 25.5-12 of the Hernando County Code of Ordinances states that "the total sign area of ... [political] signs on non-residential lots or parcels shall not exceed the total sign area allowed for [permanent] permitted signs...." In other words, according to Hernando County staff, the sum of the total sign area that exists on a developed property and the sign area allowed for temporary political signs cannot exceed the total permanent sign area allowed for nonresidential developments. Additionally, individual parcels or developments are permitted different maximum amounts of sign area, based on road classification, road frontage and zoning classification. Chapter 25.5., Subsection 25.5-8 of the Hernando County Code of Ordinances provides that commercially zoned properties on "U.S. and state highways, limited access highways (i.e., U.S. 19, U.S. 41, S.R. 50, S.R. 589, U.S. 98, U.S. 301, I-75), or any new limited access highway, new U.S. or state highway ... with less than one hundred (100) linear feet of road frontage will be allowed one (1) sign not to exceed one hundred (100) square feet in sign area. Commercially zoned parcels with a road frontage in excess of one hundred (100) linear feet will be allowed one (1) square foot of sign area per linear foot of road frontage with a maximum of two hundred (200) square feet of sign area." Commercially zoned properties located on "[o]ther collector/arterial roads (as identified on the roadway classification map) [are allowed] ...a [m]aximum one hundred (100) square feet of sign area....For commercially zoned parcels on all other roads and for parcels within any zoning district other than commercial or residential ... [a][m]aximum fifty (50) square feet of sign area" is allowed. In addition, the total display area for all attached signs may not exceed 20 percent of the building facade on which the sign is located.

In summary, the City of Brooksville's regulations relative to temporary political signs is substantially different from and less complicated that those of Hernando County. Neither jurisdiction requires a zoning or use permit to place political signs on a property. Both jurisdictions allow an unlimited number of political signs on residentially designated properties and limit the size of each sign to six square feet. On nonresidential properties, the City's regulations limit the size of political signs but do not limit the number of signs and thus the aggregate sign area allowed on the property. Hernando County's regulations do not specifically limit sign area. Rather, the sign face area allowed is contingent upon parcel location, zoning district, the amount of permanent signage allowed and the amount of permanent signage that exists on a property. In order to enforce Hernando County's size limitations, staff must first examine permit files to determine the amount of signage that exists and follow that with a visit to the site to determine the total sign face area of political signs placed on the property.

The City allows political signs to be placed on properties for up to 100 days but fails to specifically define an election time-frame period. Hernando County does define the election time-frame period, allowing that such signs may be erected no more than 45 days prior to the first election of the series of elections that determines a candidate or issue. The regulations relevant to the City of Brooksville and Hernando County sign ordinances are attached.

As noted above, political signs a maximum of 24 square feet in size are presently permitted on nonresidential properties in the City of Brooksville. City Council has voiced concern relative to the dimensions of such signs and, historically, staff has recognized that the dimensions presently allowed are not consistent with the dimensions of materials readily available and, as a result, has issued notices of violation for signs of a slightly larger size. Signs containing 24 square feet would typically be 6 feet X 4 feet. Readily available materials—plywood sheets—are sold in dimensions measuring 8 feet X 4 feet, resulting in 32 square feet of sign area. Staff therefore suggests the maximum size of political signs on nonresidential properties be increased to 32 square feet.

It should be noted that changes to the Land Development Code are first reviewed by the Planning and Zoning Commission prior to presentation to the City Council. If large-scale changes to the regulations are desired, staff believes the existing process should be followed. However, staff also acknowledges that minor modifications to the regulations such as that suggested above may, at the discretion of City Council, be heard by the Council without Planning and Zoning Commission review.

Budget Statement:
It is anticipated no additional staff will be required to administer the provisions of a revised Ordinance.

Legal Note:
Florida Statutes § 163.3202(1) requires that each county and each municipality must adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan. Florida Statutes § 163.3202(2) mandates that local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan.

Staff Recommendation:
It is recommended that City Council review the proposed modification to the Land Development Code regarding the maximum size of political signs allowed on nonresidential properties as provided in Ordinance Number 865, allow public input, approve the Ordinance in a first reading and schedule a second reading of Ordinance Number 865 for public hearing on August 15, 2016.

Attachments:

1. City of Brooksville Land Development Code Article VII
2. Hernando County Code of Ordinances Chapter 25.5, Signs
3. Draft Ordinance #865, including Land Development Code Article VII, Subsection 7-1.4.g.

CITY OF BROOKSVILLE LAND DEVELOPMENT CODE

ARTICLE VII

SIGNS

SECTION 7-1.4. EXEMPTIONS.

The following signs shall be allowed in any zoning district without the necessity of obtaining a sign permit, providing such sign is not in conflict with any other provision of this Article. Noncompliance with the terms set forth below shall cause such sign to forfeit its exempt status and require the owner to obtain a permit as set forth in Section 7-1.2. Owners or lessees of such signs shall ensure that exempt signs conform to all other applicable regulations and they shall be responsible for the safe and proper erection and maintenance of such signs. Failure to comply with the provisions of this Section shall subject the violator to the penalties as outlined in Section 7-1.9. Each violation shall constitute a separate offense.

G. Political signs are permitted to be erected no more than 90 days prior to the applicable election day and shall be removed within 10 days after said election day. The candidate for office or a designee shall have the responsibility for removal of signs advertising the candidacy. Signs that are not removed within the time period referenced herein shall be subject to removal by the City and may be disposed of pursuant to administrative policies set up by the City manager. The size of such signs shall not exceed six square feet in a residential district and 24 square feet in a nonresidential district. No signs may be posted within public rights-of-way or on utility poles, trees, traffic or regulating signs of any nature.

HERNANDO COUNTY CODE OF ORDINANCES

CHAPTER 25.5

SIGNS

Sec. 25.5-12. - Additional signs authorized during election campaigns.

In the interest of promoting political speech which is the essence of representative democracy and the core of the First Amendment's free speech guarantee, it is the intent of the board of county commissioners to allow additional noncommercial signage during political campaigns. In addition to any other signs authorized by this chapter, during a period beginning no more than forty-five (45) days prior to the first election of the series of elections that determines a candidate or issue, additional unlighted noncommercial signs which do not otherwise meet the terms of this chapter may be erected on privately owned lots or parcels. Each such additional sign located in residential zoning districts and/or on residential lots or parcels shall not exceed six (6) square feet in sign area. The sum of the total sign area of such additional signs on non-residential lots or parcels shall not exceed the total sign area allowed for permitted signs for the applicable zoning district, road classification and road frontage, and shall further comply with height and setback restrictions applicable to permitted signs. Such additional signs shall be removed by the lot or parcel owner or persons acting on the owner's behalf within fourteen (14) days after the election. No zoning permit or certificate of use is required for such additional signs during such election period. For purposes of this subsection, "election" shall mean the single specific date of a primary, general or special election designated by law or ordinance and shall not mean or include any period in advance of such date during which voting other than at assigned precincts may be allowed.

Sec. 25.5-8. - Signs as an accessory use.

Signs are considered accessory uses accompanying and complementing uses of land which are authorized as consistent with the Hernando County comprehensive plan or are otherwise authorized. The intent of this section is to allow for such signs as are accessory to the principal use of the lot or parcel on which they are located and to allow the benefits of such signs; while avoiding unsightly and unnecessary visual clutter, minimizing distractions and hazards to motorists and pedestrians, and providing a medium for the expression of commercial, noncommercial and political expression or speech, as each category of speech may be applicable and accessory to a particular authorized land use.

(1) *Sign area:*

a. The maximum size of a sign shall be determined by the classification of the road abutting the lot or parcel on which the sign is located and by the zoning district in which the lot or parcel is located. The roadway classification map developed by

Hernando County is hereby adopted by reference and made part of this section. Official roadway classification maps shall be placed on file at the Hernando County Planning Department. The classification map may be modified by board resolution at any time upon notice of an advertised public hearing.

b. U.S. and state highways, limited access highways (i.e., U.S. 19, U.S.41, S.R. 50, S.R. 589, U.S. 98, U.S. 301, I-75), or any new limited access highway, new U.S. or state highway—commercially zoned parcels with less than one hundred (100) linear feet of road frontage will be allowed one (1) sign not to exceed one hundred (100) square feet in sign area. Commercially zoned parcels with a road frontage in excess of one hundred (100) linear feet will be allowed one (1) square foot of sign area per linear foot of road frontage with a maximum of two hundred (200) square feet of sign area.

Other collector/arterial roads (as identified on the roadway classification map)—Maximum one hundred (100) square feet of sign area for parcels zoned for commercial use.

For commercially zoned parcels on all other roads and for parcels within any zoning district other than commercial or residential—Maximum fifty (50) square feet of sign area.

(5) *Number of signs:*

a. Individual firms or activities located on a single parcel or lot may display no more than one (1) sign.

b. Individual firms or activities located on a corner parcel or lot may display one (1) sign of maximum sign area as determined by the road frontage the lot has, or they may have one (1) sign along each road, provided the combined area of these signs does not exceed the maximum as determined by the road frontage.

c. Shopping centers, malls, strip plazas and other buildings housing more than one (1) business or activity may display no more than one (1) sign for each two hundred (200) feet of frontage, provided they are at least two hundred (200) feet apart along public streets and provided each sign does not exceed the maximum allowed according to subsection (1) herein.

d. There shall be no limit to the number of attached signs which may be attached to walls after issuance of a zoning and other appropriate permits. All parts of attached signs shall be at least five (5) feet from all lot lines. The total display area for all attached signs shall not exceed twenty (20) percent of the building facade on which the sign is located. This section is not intended to limit the number of or placement of placard signs in windows.

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING ARTICLE VII OF THE CITY OF BROOKS VILLE LAND DEVELOPMENT CODE TO PROVIDE FOR INCREASED SIZE OF POLITICAL SIGNS ON NONRESIDENTIAL PROPERTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brooksville, Florida is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances; and,

WHEREAS, the City Council understands that increasing the size of political signs on nonresidential property would be consistent with materials commonly available; and

WHEREAS, the City Council has enacted sign regulations in the Land Development Code as part of the Code of Ordinances; and

WHEREAS, the Code of Ordinances Land Development Code sign regulations currently allow political signs a maximum of 24 square feet in size on nonresidential properties; and

WHEREAS, the City Council wishes to allow political signs on nonresidential properties to be of a size consistent with materials commonly available;

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

SECTION 1. AMENDMENT TO SUBPART B., LAND DEVELOPMENT CODE, ARTICLE VII, SUBSECTION 7-1.4.g. The Code of the City of Brooksville, Florida, Subpart B, Land Development Code, Article VII, Subsection 7-1.4.g. "Exemptions" is hereby amended to read as follows:

> Political signs are permitted to be erected no more than 90 days prior to the applicable election day and shall be removed within 10 days after said election day. The candidate for office or a designee shall have the responsibility for removal of signs advertising the candidacy. Signs that are not removed within the time period referenced herein shall be subject to removal by the City and may be disposed of pursuant to administrative policies set up by the City manager. The size of such signs shall not exceed six square feet in a residential district and ~~24~~ <u>32</u> square feet in a nonresidential district. No signs may be posted within public rights-of-way or on utility poles, trees, traffic or regulating signs of any nature.

SECTION 2. FINDINGS. The City Council does hereby find that the proposed modification to the sign ordinance is consistent with the City's Comprehensive Plan.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 865

Attest: _____
Virginia C. Wright, City Clerk

By: _____
Natalie Kahler, Mayor

PASSED on First Reading _____.

NOTICE Published on _____.

PASSED on Second & Final Reading _____.

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

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

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

CITY OF BROOKSVILLE LAND DEVELOPMENT CODE

ARTICLE VII

SIGNS

SECTION 7-1.4. EXEMPTIONS.

The following signs shall be allowed in any zoning district without the necessity of obtaining a sign permit, providing such sign is not in conflict with any other provision of this Article. Noncompliance with the terms set forth below shall cause such sign to forfeit its exempt status and require the owner to obtain a permit as set forth in Section 7-1.2. Owners or lessees of such signs shall ensure that exempt signs conform to all other applicable regulations and they shall be responsible for the safe and proper erection and maintenance of such signs. Failure to comply with the provisions of this Section shall subject the violator to the penalties as outlined in Section 7-1.9. Each violation shall constitute a separate offense.

g. Political signs are permitted to be erected no more than 90 days prior to the applicable election day and shall be removed within 10 days after said election day. The candidate for office or a designee shall have the responsibility for removal of signs advertising the candidacy. Signs that are not removed within the time period referenced herein shall be subject to removal by the City and may be disposed of pursuant to administrative policies set up by the City manager. The size of such signs shall not exceed six square feet in a residential district and ~~24~~ 32 square feet in a nonresidential district. No signs may be posted within public rights-of-way or on utility poles, trees, traffic or regulating signs of any nature.

City Council
AGENDA ITEM: E2
August 1, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

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

SUBJECT: CITY STAGE USE REQUEST – FLORIDA AGRICULTURE AND WILDLIFE EXPO

DATE: July 18, 2016

GENERAL SUMMARY/BACKGROUND:
The Florida Agriculture and Wildlife Board of Directors are requesting the use of the city stage during their 2nd Annual Expo which will be on October 28th, 29th and 30th at the Brooksville Regional Airport. The stage will need to be transported to the airport location by city staff, utilizing a city vehicle. It will take three (3) city staff members one (1) hour to set up and one (1) hour breakdown the stage, for a total of six (6) man hours. It is recommended that Park staff is responsible for the set up, for safety precautions. Our stage is utilized by other organizations throughout the year for their events; however most of the events are in City Parks, other than the Kiwanis of Brooksville Christmas Parade on Main Street.

The salary/wages and benefits for staff time to accommodate the request would be an estimate of $125.00. Staff would perform/accomplish transporting, setting up, and breaking down the stage during regular work hours. This will not be a cost of an additional $125.00 but rather the estimated cost of loss of production of normal daily task.

BUDGET IMPACT: The Budget Impact would be a loss in production in the way of salary/wages and benefits at an estimated amount of $125.00.

LEGAL REVIEW: The City Council has governmental, corporate and proprietary powers including legislative authority, pursuant to Sections 1.03 and 2.01 of the Charter, and in that capacity has adopted Official Policy No. 3-2012. Pursuant to the City's Special Event Sponsorship Credit Policy No. 3-2012 the City Council has the authority to grant sponsorship credit regarding City costs and fees incurred for the special events.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS

1. Letter from Bill Creel, Director, Florida Agriculture & Wildlife Expo.
2. Florida Agriculture & Wildlife Expo flyer.

Florida Agriculture and Wildlife Expo,

P.O. Box 12025

Brooksville, FL. 34603

352 462 3831

June 28, 2016

City Of Brooksville Parks and Recreation Department

Attention: Mike Walker

The Florida Agriculture and Wildlife Expo will be holding our annual expo Oct. 28th, 29th and 30th 2016 at a designated location on property at the Brooksville Regional Airport. During that 3 day period, we request the use of the City's portable stage. The mission of the FAWE is to educate and involve our guests by providing a first class show case of family oriented programs that are innovative, entertaining and fun for all ages. We aim to bring out the best in our youth and the traditions, values and culture of our generations through participation by all.

We strive to:

- showcase Hernando County and the State's finest agriculture & wildlife, arts, talent and industry.
- Provide a safe, clean environment that is accessible to all.
- Create unique experiences for all ages.
- Be the center for all that is Florida and Hernando County, our past, our present and our future.

We're in need of the stage to use for our scheduled entertainer and announcements. It would be greatly appreciated if you could provide us with the use of it.

Sincerely,

Bill Creel

Bill Creel

FAWE Board Director

Florida Agriculture and Wildlife Expo
Oct. 28-30, 2016

Our Mission

Dear Friends,

Welcome to the Florida Agriculture and Wildlife Expo (FAWE). The mission of the FAWE is to educate and involve our guests by providing a first class showcase of family oriented programs that are innovative, entertaining and fun for all ages. We aim to bring out the best in our youth and the traditions, values and culture of our generations through participation by all.

We strive to:

- Showcase Hernando County and the State's finest agriculture & wildlife, arts, talent and industry
- Provide a safe, clean environment that is accessible to all
- Create unique experiences for all ages
- Be the center for all that is Florida and Hernando County, our past, our present and our future

In addition, it is the goal of the Florida Agriculture and Wildlife Expo, Inc. to preserve and enhance the rich heritage of our agriculture and wildlife communities by inviting the communities and visitors to attend and participate in a quality agriculture and wildlife expo experience whereby agriculture, livestock, equestrian, hunting, fishing and wildlife events and exhibits are key components of the Expo.

Florida's Adventure Coast
Brooksville Weeki Wachee

City Council
AGENDA ITEM: E3
August 1, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: VIRGINIA C. WRIGHT, CITY CLERK

SUBJECT: SCREENING COMMITTEE RECOMMENDATION FOR THE 2016 GREAT BROOKSVILLIAN

DATE: JULY 25, 2016

GENERAL SUMMARY/BACKGROUND: Nominations for the 2016 "Great Brooksvillian of the Year" closed on June 24, 2016. Eight (8) nominations were received as follows:

Luther Cason
Gretchen Countryman
Lee Slayden Gordon
Joe Johnston, III
Robert (Bob) Martinez
Joseph Mason
Mary Moses
Frazier Mountain

Pursuant to Official Policy No. 2-2012, the Screening Committee met to review the nominations and to make their recommendations to City Council. Along with review of the nominations received, the Committee opted to reconsider prior nominee Reverend Bruce Gimble. Following voting of the Committee for the nine (9) individuals considered, the Committee has provided their top three (3) nominees in alphabetical order for City Council consideration for the 2016 Great Brooksvillian as follows:

Luther Cason
Reverend Bruce Gimble
Lee Slayden Gordon

Upon award staff will contact the family of the 2016 Great Brooksvillian and work to establish the date of award and recognition with City Council.

BUDGET IMPACT: The budget impact would be approximately $300 for the cost of the award plaque and invitations/mailings, along with food.

LEGAL REVIEW: The City Council has governmental, corporate and proprietary powers including legislative authority, pursuant to Section 1.03 and 2.01 of the Charter, and in that capacity has adopted Official Policy No. 3-2008 and 2-2012 setting forth the process for nominations, selection and recognition of the Great Brooksvillian of the Year.

RECOMMENDATION: Council selection of the 2016 "Great Brooksvillian of the Year" and approval of funds for the reception.

ATTACHMENTS:
1. Press Releases dated 4/01/2016, 6/03/2016, & 6/22/2016
2. Screening Committee Selected Nominee Applications

CITY OF BROOKSVILLE, FLORIDA

Virginia Wright
City Clerk
201 Howell Avenue
Brooksville, FL 34601

Phone: (352) 540-3853
Fax: (352) 544-5424
E-mail:gwright@cityofbrooksville.us

NEWS RELEASE

April 1, 2016 - "Great Brooksvillian" Program Nominations

The City is now accepting nominations for the 2016 "Great Brooksvillian" Award.

This annual program recognizes the outstanding men and women who have made significant positive contributions to the history, culture and/or economy of our great community. Each year the Brooksville City Council will make a selection from the nominees. A perpetual plaque will be maintained in Brooksville City Hall to commemorate and memorialize each year's honoree(s), and an individual plaque will be presented to the honoree and his/her family at a reception held in their honor.

Information, program criteria and nomination forms are available for download on the City's website at www.cityofbrooksville.us. Deadline for submission of nominations is **Friday, June 24, 2016**. Completed forms must be received by the City Clerk no later than **5:00 p.m**. For further information, contact the Office of the City Clerk, City of Brooksville, Florida at (352) 540-3853, or by email: gwright@cityofbrooksville.us.

CITY OF BROOKSVILLE, FLORIDA

Melodie Miler
Deputy City Clerk
201 Howell Avenue
Brooksville, FL 34601

Phone: (352) 540-3853
Fax: (352) 544-5424
E-Mail: mmiler@cityofbrooksville.us

NEWS RELEASE

June 3, 2016 - "Great Brooksvillian" Program Nominations

The City is still accepting nominations for the 2016 "Great Brooksvillian" Award.

This annual program recognizes the outstanding men and women who have made significant positive contributions to the history, culture and/or economy of our great community. Each year the Brooksville City Council will make a selection from the nominees. A perpetual plaque will be maintained in Brooksville City Hall to commemorate and memorialize each year's honoree(s), and an individual plaque will be presented to the honoree and his/her family at a reception held in their honor.

Information, program criteria and nomination forms are available for download on the City's website at www.cityofbrooksville.us. Deadline for submission of nominations for this prestigious award has been extended to **Friday, June 24, 2016**. Completed forms must be received by the Deputy City Clerk no later than **5:00 p.m**. For further information, contact the Office of the City Clerk, City of Brooksville, Florida at (352) 540-3853, or by email: mmiler@cityofbrooksville.us.

CITY OF BROOKSVILLE, FLORIDA

Melodie Miler
Deputy City Clerk
201 Howell Avenue
Brooksville, FL 34601

Phone: (352) 540-3853
Fax: (352) 544-5424
E-Mail: mmiler@cityofbrooksville.us

NEWS RELEASE

June 22, 2016 - "Great Brooksvillian" Program Nominations

The City is still accepting nominations for the 2016 "Great Brooksvillian" Award.

This annual program recognizes the outstanding men and women who have made significant positive contributions to the history, culture and/or economy of our great community. Each year the Brooksville City Council will make a selection from the nominees. A perpetual plaque will be maintained in Brooksville City Hall to commemorate and memorialize each year's honoree(s), and an individual plaque will be presented to the honoree and his/her family at a reception held in their honor.

Information, program criteria and nomination forms are available for download on the City's website at www.cityofbrooksville.us. Deadline for submission of nominations for this prestigious award has been extended to **Friday, June 24, 2016**. Completed forms must be received by the Deputy City Clerk no later than **5:00 p.m**. For further information, contact the Office of the City Clerk, City of Brooksville, Florida at (352) 540-3853, or by email: mmiler@cityofbrooksville.us.

LUTHER CASON

(from Terri Carter)

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. *"Great Brooksvillian"* Nominee:

Luther Cason

a) Address & Contact Information for nominee or family representative:

Mary Cason
5121 E. Hopp Lane
Inverness, FL 34452

Phone No. (352) 584-3970 Fax No: _____

Email address (If available): _____

b) Nominee Year of Birth 4-28-1941

Nominee Year of Death (if applicable) 11-29-2015

c) A photo or image of the nominee is

Enclosed ( ) Date taken _____
Not enclosed ( )

d) Please describe the nominee's overall contributions to the City of Brooksville.

When and where were those contributions made? Was this person a resident of the City of Brooksville at the time of their contribution?

(Attach additional sheet if necessary):

Mr. Cason became Brooksville's first black City Councilman, serving from 1990 through 1994. He was the first black mayor in 1992. He was also President of the Brooksville Cemetery Advisory Board.

e) Did the contributions of this nominee also benefit outside the City of Brooksville? If so, how?

(Attach additional sheet if necessary):

Luther served in several charitable organizations and local entities: Kiwanis Club, Salvation Army, Bayfront Health Center Board of Directors, Habitat for Humanity Board of Directors, Frederick Kelly Elks Club, and Masons.

2. List any additional resources available for background information such as articles, books, etc.

See Attached

BUSINESS/COMMUNITY

MR. LUTHER E. CASON

MR. LUTHER E. CASON

Luther Cason is founder and CEO of Cason Funeral and Cremation Services since 1976 with locations in Brooksville and Inverness, Florida. In addition, he owns and operates Cason Vaults and Monuments and owns and operates Cason and Cason Limousine Service.

As a black in America, individually and collectively, no matter what geographic area of the country, no matter how large or small the city or town, the plight and the fight for equality in all aspects of the human condition is mirrored many times for blacks in particularly, but others as well. There always seem to be, however, a person or persons in all these communities across the nation that realize that they must brave the fires and storms and devote their energy, which is fueled by compassion, care and love of mankind, to aid in the battle for the betterment of all citizens, but blacks particularly. They realize that we are all a part of a huge family, many hues, many views, and many moral standards, but we all are connected. Luther Cason is that person in the community.

His religious beliefs have undoubtedly developed the size, selflessness, and integrity of his heart, which is the drum that beats constantly to open the minds of everyone he comes in contact with. Some of these individuals that hear this drum sit side by side with him on the board of local chapters of numerous national charitable organizations including the Kiwanis Club, Salvation Army, Elks, Shriners, and Masons. He serves on local entities such as Brooksville Regional Hospital, Spring Hill Regional Hospital Board of Directors, and is President of the Brooksville Cemetery Advisory Board. In the past, he has devoted time to the Hernando County Economic Development Council, Habitat for Humanity, Hernando County Tourism Council, Hernando County Metropolitan Planning Organization, and the Hernando County Mental Health Center to name a few. He was also a sponsor and an announcer for the Community Gospel Hour which aired on WWJB Radio. He devotes his time, shares his knowledge, and contributes financially, which is so important to NAACP. Luther is not the outer glittering, shiny body or the comfortable leather seats of the vehicle for everyone to see, but rather one of the most important parts of an engine which is under the hood that does all the work, to make ones ride comfortable—this community's horsepower, Luther Cason.

Luther served his country militarily for nine years in the United States Army. Over the course of 40 years, he has held a number of positions, including a frameman and testboardman for telephone companies, an apprentice funeral director, an embalmer, an accountant and vice president, and is presently CEO of several entities. Luther's determination, integrity and compassion have made his work and experiences benefit everyone.

After discharging honorably from the military as Staff Sergeant, he worked as an apprentice funeral director and embalmer before entering Miami-Dade Junior College in order to obtain a license in Funeral Directing and Embalming. Mr. Cason has also received a Real Estate License from the State of Florida.

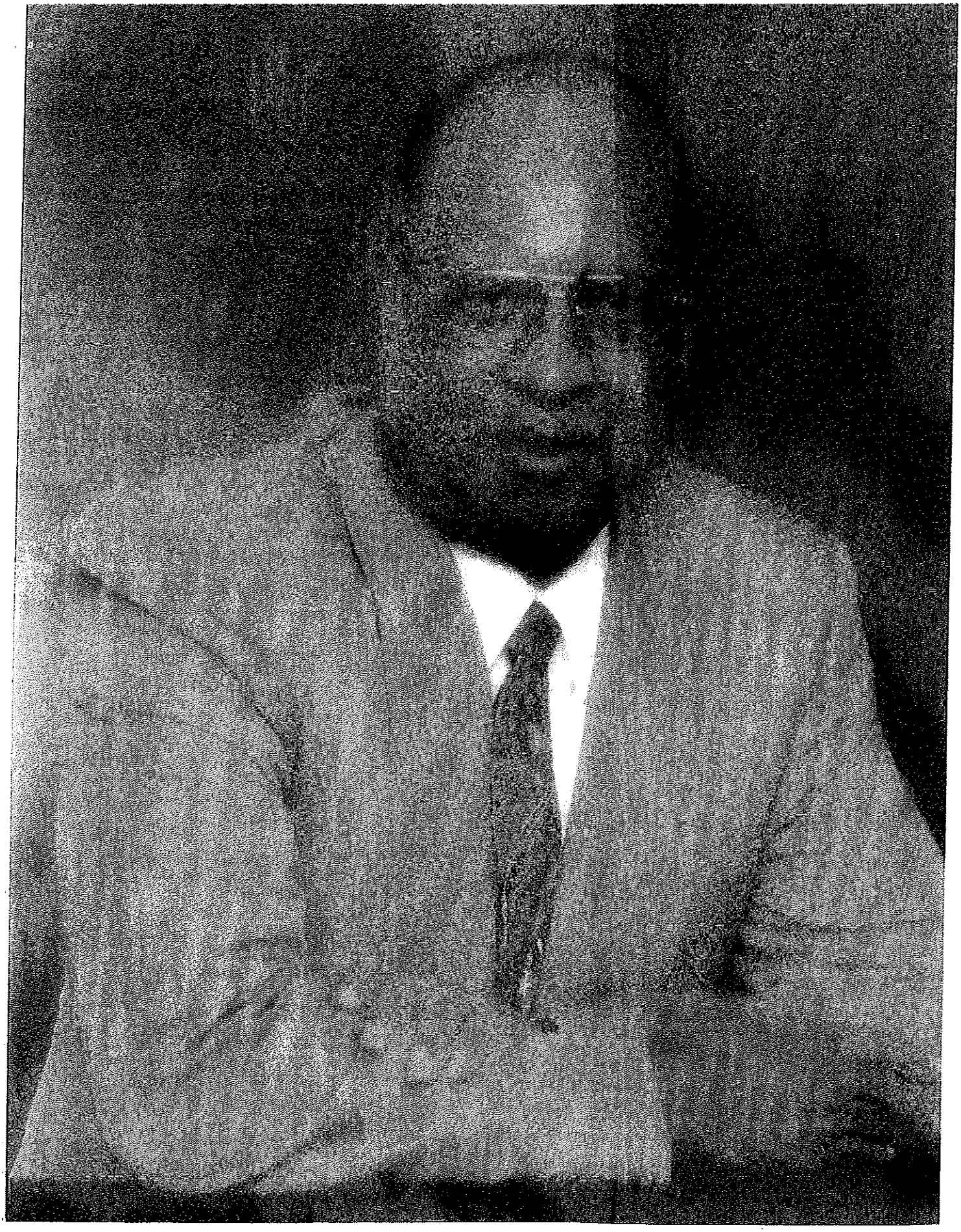
Mr. Cason has been a trailblazer in many ways. He was one of the first black Flying Fixed Wing Aircraft Crew Chiefs in the U. S. Army. He was the first black president of the Mu Sigma Tau Mortuary Science Fraternity at Miami-Dade Junior College. He was the first black elected to the Brooksville City Council, and became the first black Vice Mayor in Brooksville which paved the road to become the first black Mayor in Brooksville, Florida.

He is married to Mary G. Cason and has six children.

INSPIRATIONAL MESSAGE

"Service to others is the payment you make for your space here on earth."

Muhammed Ali



REV. BRUCE GIMBLE

(brought back by Screening Committee 05/19/2016)

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. *"Great Brooksvillian"* Nominee:

Rev. Bruce W. Gimbel

a) Address & Contact Information for nominee or family representative:

1163 Howell Avenue
P.O. Box 864
Brooksville, FL 34605

Phone No.: 352-799-2912 Fax No: 352-797-5356

Email address (If available): pastorbruce@jericho-road.net

b) Nominee Year of Birth 1955

Nominee Year of Death (if applicable) —

c) A photo or image of the nominee is

Enclosed (✓) Date taken July 2014
Not enclosed ( )

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

Rev. Gimbel has been a Hernando County resident since 1980. After graduating with a Masters in Divinity in 1997 he decided he wanted to help the homeless of Hernando County and founded Jericho Road Ministries in December 1998 in Brooksville. (See next page)

d) Continued

Jericho Road Ministries opened its doors in Brooksville to its first client in late 2000 and has been growing with each passing year helping more and more people in our community. In 2013 we provided 8,996 nights of shelter to over 500 individuals which included 66 families. Rev. Gimbel's vision was to offer shelter, food, clothing and a new life to those who wish to have a fresh start; a fresh start that begins with faith in Jesus Christ. Those who choose to enter The New Life Program set up by Rev. Gimbel are offered life skill classes, anger management, financial planning, bible studies, worship and chapel services, education programs (GED, trade school, college) and work therapy programs. All these contribute to the clients attaining self-sufficiency and responsibility for their lives and future success, ultimately leading them to become productive citizens of our community. Jericho also helps families in need by offering emergency shelter in one of our 3 different houses.

In addition to changed lives in our community Rev. Gimbel contributes to our community by providing thrift stores throughout the county which offer low priced merchandise for sale as well as gift vouchers to people in need of household items, clothing and furniture. In 2013 Jericho Road Ministries' stores provided 70 vouchers for a total of $4,035 in merchandise. In 2008 Rev. Gimbel started Jericho's Food Bank and provides food and hygiene items to residents in need. The main location is in Brooksville on Howell Avenue and is open Monday through Friday from 9AM to noon. In 2013 Jericho provided 210,377 pounds of food to 8,784 families. And as a way of thanking the community for their support each year Rev. Gimbel hosts an annual Christmas Eve Luncheon where people in the community who are in need of fellowship, a warm meal or just some Christmas cheer, can come and receive all that as well as a Christmas gift for children, blankets, and some even receive food baskets with a complete Christmas meal including a turkey or a ham. Last, but by no means least, as all these locations require staffing, another great benefit to our community, Jericho Road Ministries provides jobs.

Rev. Gimbel's contribution to our community is unmatched as there is no other facility in the area that provides the services of Jericho. His vision is to give people the tools and discipline to fix their own lives so they may then contribute to the lives of others and their community. He provides the staff, the roof, the food and the time they need to get back on their feet. He is an active participant in the clients' lives and their program while at the Mission. He ministers to the clients reinforcing the shelter employee's teachings of anger management, financial success, dating and marriage and other life skills classes.

e) Continued

During his years with us he also contributed to our community by donating his time to his local church and mentoring our clients through the program. While he was with us, he remained in contact with his former wife, their children and family in North Carolina. In the summer of 2012 he was remarried to his former wife and reunited with his family. His final step in recovery was to move back home to North Carolina in March 2013. Today he is the proud father and husband that God graciously made him. He is now employed by Habitat for Humanity in one of their thrift stores in his hometown.

e) Did the contributions of this nominee also benefit outside the community? If so, how?

(Attach additional sheet if necessary):

Rev. Gimbel's contributions also benefit outside of our community because after clients leave his program some will stay here while others will move. One client who came to Jericho Road in 2005 graduated a year later and chose to remain with Jericho. He worked in the thrift stores and the Men's Shelter for the next 2 years. He was then promoted to store manager and later to thrift store director managing all 4 thrift stores. (see next page)

2. List any additional resources available for background information such as articles, books, etc.

See attached copies.

3. Name and contact information for person sponsoring the nomination:

Grace Kraemer / Cheryl Hart
1163 Howell Avenue
PO Box 864
Brooksville, FL 34605

Phone No.: 352-799-2912 Fax No: 352-797-5356

Email address (If available): grace@jericho-road.net
cheryl@jericho-road.net

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. A nominee should be a person whose contributions are generally known and readily recognizable by our residents or the contribution for which they are being recognized should reflect a significant contribution to the City.

2. A nominee may be alive or deceased at the time of nomination.

3. Consideration should be given to the historical perspective of nominees.

4. Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.

5. Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.

6. Self nominations will not be accepted.

Send Completed Application to:

City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601

Board of County Commissioners

Hernando County

20 N. Main Street, Room 460
Brooksville, FL 34601
(352) 754-4000
Fax (352) 754-4477
www.co.hernando.fl.us

October 8, 2004

Pastor, Bruce Gimbal
Jericho Road Ministries
P.O. Box 864
Brooksville, FL 34605

Dear Pastor Bruce,

I want to congratulate you on the successful five years Jericho Road Ministries has had in Hernando County. Your ministry has been a blessing to many citizens whom have come across unfortunate circumstances.

As you continue to grow with your outreach, I commend you for your unselfish dedication you and your staff has shown to the community.

Respectfully,

Nancy Robinson
County Commissioner

dc

LEE SLAYDEN GORDON

(from Sandra Sullivan)

Received June 24, 2016

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee: Lee Hayden Gordon

a) Address & Contact Information for nominee or family representative:

_____

_____

_____

Phone No.: _____ Fax No: _____

Email address (If available): _____

b) Nominee Year of Birth 1946

Nominee Year of Death (if applicable) _____

c) A photo or image of the nominee is

Enclosed ( ) Date taken _____
Not enclosed (✓)

d) Please describe the nominee's overall contributions to the City of Brooksville.

When and where were those contributions made? Was this person a resident of the City of Brooksville at the time of their contribution?

(Attach additional sheet if necessary):

Lee resided in Brooksville her entire life with the exception of college years at Fla Southern - She was certainly an exceptional individual and I had the privilege of knowing her and we grew up together on Brookville Ave - (cont) →

She was always fun and full of life & very talented and had a way of putting that talent to use in exceptional ways.

Lee taught many students in the Hernando Co School System -- "Music & Performance" And, in doing so many other attributes we taught also - The students, young adults now, will express what an imprint she made on their lives.

The reflection of Lee's personality, talents and standards is reflected to this day in the lives of those she taught & worked with -

She was loved!

3. Name and contact information for person sponsoring the nomination:

Sandra S. Sullivan
465 Roger Ave
Brooksville FL

Phone No.: 352-573-9636 Fax No: _____

Email address (If available): _____

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

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Send Completed Application to:

City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601

e) Did the contributions of this nominee also benefit outside the City of Brooksville? If so, how?

(Attach additional sheet if necessary):

2. List any additional resources available for background information such as articles, books, etc.

LEE SLAYDEN GORDON

(from Alfrieda Taft)

Received June 24, 2016

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. *"Great Brooksvillian"* Nominee:

Lee Slayden Gordon

a) Address & Contact Information for nominee or family representative:

(daughter) Mrs. Lucus Merrell (Tinsley)
420 Eastland Drive
Salisbury, North Carolina 28146

Phone No.: 704-209-5337 Fax No: _____

Email address (If available): Tinsley Merrell@hotmail.com

b) Nominee Year of Birth 8-17-46

Nominee Year of Death (if applicable) January 7, 2009

c) A photo or image of the nominee is

Enclosed (x) Date taken 8-2008
Not enclosed ( )

d) Please describe the nominee's overall contributions to the City of Brooksville.

When and where were those contributions made? Was this person a resident of the City of Brooksville at the time of their contribution?

(Attach additional sheet if necessary):

Please see attached sheets.

I would like to tell you how I met and became a friend of Lee Gordon. Little did I know that I was being introduced to one of the most unusual and unforgettable persons I would ever know. After living in Miami, Florida most of our lives, we moved to Brooksville not knowing anyone and practically nothing about the small town except that we liked it and knew that the crime rate was much less than in our beloved Miami from which we left with great sadness.

One of the first things we wanted to do in our new town was to find a church where music was a significant part of the worship experience. We found several churches that were rich in many aspects but lacking as good a choir as we were hoping for. Then we visited Faith Evangelistic Presbyterian Church. To our delight this church was different because the choir was excellent. It was directed by a cute young woman with a beautiful, intelligent face and a friendly smile.

After the service I introduced myself and my husband to the director. Her name was Lee Gordon. I explained that we were "transplants" from Miami, my husband a journalist with the Miami Herald and I a retired public school classroom and music teacher. She invited me to come to choir rehearsal the following week.

It was not too long before Lee asked me to accompany some singing groups at church as well as her private voice students who were being trained classically. It was during this time that I realized the skill and ability Lee had as a teacher.

Great teachers are rare and I was delighted to find one in the little town of Brooksville. Lee Slayden Gordon's vocal students brought acclaim to our town. They competed with students from all Florida's west coast cities and won top ratings from the Music Guild, and the state-run competition for junior and senior high students in public and private schools. Her students performed with our local Hernando Symphony, and one student (Kelly Connell) won the highly coveted Ruth Eckerd Music Award and Scholarship.

Lee was a member of a family of well known Brooksvillians. Her father, Travis LeGrand Slayden was the president of the Florida Citrus Growers Assn., her mother, Alice was a very popular person because of her dramatic ability. She gave many programs showcasing Southern literature such as Uncle Remus, readings from the Bible and famous poetry. Lee had two sisters; Martha MacGregor and Reville Johnson. As young adults the three girls formed a singing trio that entertained for civic clubs, patients in nursing homes and various public events.
Lee married Jim Gordon, a banker, and became the mother of two boys and a girl - Russell, Reppard and Tinsley.

Her parents provided young Lee private instruction in voice and piano. She sang in the chorus while attending Hernando High School. She earned a degree in Music from Florida Southern College and, following in the footsteps of her older sister, Martha MacGregor, appeared in professional theater in Atlanta. Lee taught in Hernando County public schools and Hernando Christian Academy. In addition to her teaching career, she directed the choirs at First Presbyterian Church and later Faith Evangelical Presbyterian Church. For years, on every historical or Christian holiday, Lee prepared, directed and presented to hundreds of members of the church congregations (and visitors from all over the city) special dramatic and musical events.

When our whole country was preparing to celebrate our nation's bi-centennial in 1975-76, Lee organized a very large group of singers, actors and musicians from the community to present a spectacular program called "Happy Birthday ,America". It was likely the largest and most comprehensive, successful community event in the history of Brooksville. It was so successful that the group she featured in that event called "The Heritage Singers" was renamed "The New Nostalgics" so that they could continue to perform and entertain, singing songs of all types. That group of men and women continued to sing and entertain throughout our town for many years.

Lee continued to gather people from all over our county to provide opportunities for them to take part in dramatic and musical plays. Among other very large productions organized and directed by Lee Gordon presented in the Performing Arts Center were "Annie", Fiddler on the Roof", Amahl and the Night Visitors", and perhaps the most notable, the impressive pageantry of her productions of "Scrooge".

The amazing thing about all of these performers and performances was that they were of such quality that they drew "sold out" crowds for repeated performances. It is not difficult to find individuals in all walks of life who took part in the programs directed by this talented and very hard working woman. People who sang and acted in these productions with and for Lee look back on these events as the most cherished times of their lives. Lee's philosophy was that anyone who had a desire to be part of the play should "come on in and join the fun"!

Don't be mistaken about Lee Gordon's standards - she WAS demanding - but in the nicest way. She insisted that nothing but the best was expected and she got what she wanted from the performers —every time.

Motivated people like Lee Gordon have high expectations for themselves and for others. For Lee, obstacles became opportunities. Lee had the cool fresh air of possibility thinking running through her life at all times. She was a creative genius. She was funny and carried a mood of delight and joy that was contagious. People loved her because she drew them away from the boredom and drudgery of their ordinary lives and offered to them fun, excitement and happiness.

The source of Lee Gordon's life was her faith in Jesus Christ. "Jesus loves people therefore I will love them and encourage them to pass that love along to everyone else." That was what she believed and that was what she did. Her love of ordinary folks was the key factor in why everyone loved her and she drew out the best in anyone involved in any performance she directed. For me, I consider myself fortunate to have worked closely with her. I loved and admired her.

Only God knows the number of hearts that she touched, the deep impression she made on all of us, the fun and delight she gave to us, the great music she left in our minds and memories, the thrill of putting on a costume and becoming another person on the stage, the thrill of being part of something wonderful and exciting, the fact that it all really happened - right here in our own town of Brooksville, yes, she was great, perhaps the greatest, the most wonderful Brooksvillian we will ever know.

Lee succumbed to cancer January 7, 2009.

Respectively yours,
Alfrieda F. Taft

e) Did the contributions of this nominee also benefit outside the City of Brooksville? If so, how?

(Attach additional sheet if necessary):

2. List any additional resources available for background information such as articles, books, etc.

3. Name and contact information for person sponsoring the nomination:

Alfrieda F. Taft
24009 Frederick Drive
Brooksville, Fl. 34601

Phone No.: 352 799-6448 Fax No: _____

Email address (If available): adantaft@Gmail.com

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

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3. Consideration should be given to the historical perspective of nominees.
4. Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.
5. Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.
6. Self nominations will not be accepted.

Send Completed Application to:

City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601

LEE SLAYDEN GORDON

(from George Boring)

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. *"Great Brooksvillian"* Nominee:

Lee Slayden Gordon

a) Address & Contact Information for nominee or family representative:

Name if representative:

Mrs. Lucus Merrell (daughter Tinsley Merrell)
420 Eastland Drive
Salisbury, North Carolina

Phone No.: 704-209-5337 Fax No: _____

Email address (If available): Tinsleymerrell@hotmail.com

b) Nominee Year of Birth 8-17-46

Nominee Year of Death (if applicable) 1-7-2009

c) A photo or image of the nominee is

Enclosed ( ) Date taken _____
Not enclosed (x)

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

Please see attached sheet

May 20, 2016

Dr. George W. Boring, Jr.
11215 Cindy Drive
Brooksville, Florida 34601

LEE SLAYDEN GORDON

I have known Lee Slayden Gordon for over forty years, and would like to recommend her to be named "Brookvillian of the Year".

God blessed her with integrity and the love of music Lee was a woman with a perfect reputation. She was a mother of three wonderful children, who are now adults.

Her life included teaching at Hernando High School, and serving as Choir Director at First Presbyterian Church and Faith Evangelical Presbyterian Church for over 30 years.

Lee produced many successful musicals. She directed the New Nostalgia (a dinner/singing group). She also produced spectacular Patriotic Musicals. Lee directed and produced "The Gospel According to Scrooge" during the Christmas season for three years, This was a blessing for many people in our community

Lee had exceptional leadership and talent that was very appreciated by both youths and adults. She could take the "Ordinary" and get the "Xtra-Ordinary" out of people. She always presented Easter and Christmas Contatas which were attended by our community families.

When I think of Lee, Ithink of a Christian woman. She was friendly, kind, smart, talented, trueful, faithful, and very loved by everyone who knew her. Lee had high moral values and touched many lives in Brooksville. She will always be rememberd in her home-town as a very exceptional special lady.

Lee has earned the honor of being "Brooksvillian of the Year". Thank you!

Sincerely,

George W. Boring, Jr.

Dr. George W. Boring, Jr.

e) Did the contributions of this nominee also benefit outside the community? If so, how?

(Attach additional sheet if necessary):

2. List any additional resources available for background information such as articles, books, etc.

3. Name and contact information for person sponsoring the nomination:

Dr. George W. Boring, Jr.
11215 Cindy Drive
Brooksville, Florida 34601

Phone No.: 352-796-4825 Fax No: _____

Email address (If available): _____

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. *A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.*

2. *A nominee may be alive or deceased at the time of nomination.*

3. *A nominee should be a person whose contributions are generally known and readily recognizable by our residents.*

4. *Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.*

5. *Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.*

6. *Self nominations will not be accepted.*

Send Completed Application to:

City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601

LEE SLAYDEN GORDON

(from Reville and Woody Johnson)

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. "*Great Brooksvillian*" Nominee:

Lee Slayden Gordon (Re-submittal)

a) Address & Contact Information for nominee or family representative:

Reville + Woody Johnson (sister/brother-in-law)
22235 Carson Drive
Land O'Lakes, FL 34639

Phone No.: 352-795-9572 Fax No: _____

Email address (If available): _____

b) Nominee Year of Birth 1946

Nominee Year of Death (if applicable) 2009

c) A photo or image of the nominee is

Enclosed (X) Date taken 2007
Not enclosed ( )

d) Please describe the nominee's overall contributions to the City of Brooksville.

When and where were those contributions made? Was this person a resident of the City of Brooksville at the time of their contribution?

(Attach additional sheet if necessary):

Lee Slayden Gordon, a native Brooksvillian, lived most of her life in Brooksville, leaving a cultural legacy still felt today. She pioneered musical performance in Brooksville. In addition, she influenced many students through teaching and directing. Lee was choir director for both First and Faith Presbyterian churches.

She also formed and directed "New Nostalgics," taught and directed at Hernando Christian Academy, taught private students, and directed a cast of 80 in "The Gospel According to Scrooge" at Hernando High School Auditorium 1995-1998.

e) Did the contributions of this nominee also benefit outside the City of Brooksville? If so, how?

(Attach additional sheet if necessary):

Lee introduced musical performance in Ridge Manor and Spring Hill in the 1980s + 1990s when the County was thirsting for it. She directed dinner theaters and patriotic music shows to appreciative audiences throughout Hernando County. In addition, the hundreds of students she taught over the years are forever influenced by this role model of integrity, humility, and excellence. Planting seeds in her students has produced a harvest wherever they have gone.

2. List any additional resources available for background information such as articles, books, etc.

- 2009 submission packet
- Letter from Beth Putnam
- Three excerpts from "The Journey of Faith," the history of Faith Presbyterian Church.
  1. The Gospel According to Scrooge
  2. Losing Lee
  3. Article from Tampa Bay Times

March 29, 2016

To "The Great Brooksvillian" Selection Committee:

Please select Lee Slayden Gordon as the 2016 Great Brooksvillian. Lee was born in Brooksville on August 17, 1946. Throughout her life she contributed greatly to this community. Although she died far too young in 2009, her profound influence continues to this day.

In 1980, not too long after I moved to Brooksville, I started attending First Presbyterian Church and met Lee Gordon. Lee's influence on my life, as on the lives of so many others, was both deep and long-lasting.

I was first impressed by Lee's warmth, making even this transplanted Yankee feel welcome and accepted in this lovely Southern town—she was a wonderful ambassador for Brooksville. Lee was the embodiment of a Christian woman and a role model to me as she graciously came along side me as I journeyed along that path. She modeled faith, strength and humility.

Lee was choir director at First Presbyterian and later Faith Presbyterian church and her talent was prodigious. I am a living testimony that she could turn sows' ears into silk purses. Somehow Lee's confidence and encouragement pulled us along until we were doing things we never dreamed of—and enjoying them! Her talents were too great to stay within the church walls, however. She was a pioneer in bringing musical performance not only to Brooksville but to both the east and west sides of the county as well.

I can also attest to her life-changing influence over many children and young adults. She taught music at Hernando Christian Academy and directed many musicals there. She also taught voice privately. To be voice students of Lee, as my two daughters were, meant being trained to sing and so much more. Her students learned how to conduct themselves on stage, how to face their fears and smile, and how to develop their God-given talents through hard work. Excellence was always her standard and a strong work ethic was demanded. These students are now grown and having children of their own. Lee's influence continues to live through these generations.

Although Lee's talent was awe-inspiring, her biggest desire was to encourage talent in others, so she walked humbly through the world. Those of us who were blessed to know her, however, know that Brooksville is even now a better place because she was here. She truly was a Great Brooksvillian.

Sincerely,

Beth Putnam

Beth Putnam
10084 Patrick Street
Brooksville, FL
352-796-2815

Tampa Bay Times
WINNER OF 10 PULITZER PRIZES

Faith Evangelical Presbyterian choir director Lee Gordon dies from cancer

Logan Neill, Times Staff Writer

Thursday, January 9, 2008 6:46pm

BROOKSVILLE — Julia Jinkens remembers the advice that Faith Evangelical Presbyterian Church choir director Lee Gordon gave her when she joined the ensemble.

"She told me to never look out into the congregation, only to watch her," Jinkens recalled. "She knew what she was doing because it worked. We sounded good — even in spite of my voice."

Such was the way with the woman who spent more than 22 years as the church's choir director and earned the affectionate nickname of "General Lee."

Mrs. Gordon died Wednesday at Hernando-Pasco Hospice in New Port Richey after a battle with cancer. She was 62.

Throughout Thursday, Lee Gordon was remembered by friends and family as a passionate music lover, and a woman who enjoyed bringing her affection for the performing arts into the lives of others in her community.

"She was a real treasure," said Brooksville Vice-Mayor Lara Bradburn. "A lot of people talk about doing good things for the community. Lee was a person who actually did them."

During the late 1960s, Mrs. Gordon, along with her sister Reville Johnson, produced several musicals at the old Dixie Theater in downtown Brooksville. Perhaps her most notable accomplishment was the establishment of the New Nostalgics, a popular vocal group that performed dinner theater concerts around the county from the late 1970s through the 1990s.

According to Jinkens, the troupe wowed audiences with its fresh-faced professionalism.

"Lee was a true perfectionist," Jinkens said. "She had a knack for bringing out the best in any singer."

Born and raised in Brooksville, Lee Slayden Gordon graduated from Hernando High School and obtained a degree in music from Florida Southern College in Lakeland, where she also served as president of her sorority.

Returning to Brooksville, she worked as choral director for Hernando High and later helped start the performing arts program at Hernando Christian Academy. In addition, she taught voice lessons privately.

According to her brother-in-law Woodland Johnson, Mrs. Gordon considered her gift of music as a spiritual blessing that compelled her to pass along to others.

"That's why she loved working with young people," Johnson said. "Lee always encouraged them to give their best."

Johnson said that despite her illness, Mrs. Gordon remained upbeat until the end. A few weeks ago she attended a service at Faith Evangelical Presbyterian Church. Said Johnson, who is coordinating a praise and worship service for Mrs. Gordon at the church. "It gave her great comfort. Music was her life."

Married to James R. Gordon for 38 years, the couple divorced in October. Mrs. Gordon's survivors include three children, James Russell Jr. of Alaska; Reppard O'Hara Gordon of North Port; and Tinsley Gordon Merrell of Salisbury, N.C.; sisters Reville Johnson of Land O'Lakes and Martha Slayden MacGregor of Tarpon Springs; and six grandchildren.

A visitation service for Lee Gordon will be held from 5 to 7 p.m. today at Faith Evangelical Presbyterian Church, 200 Mount Fair Ave., Brooksville. A service of celebration will be held at 2 p.m. Sunday, also at the church.

In lieu of flowers, the family asks that contributions be made to the Lee Gordon Memorial Fund. For more information, call Loyless Funeral Home in Land O'Lakes, 813-996-5610.

Logan Neill can be reached at lneill@sptimes.com or 848-1435.

Faith Evangelical Presbyterian choir director Lee Gordon dies from cancer 01/09/09

© 2014 Tampa Bay Times

LEE SLAYDEN GORDON

(from Julia Jinkens 2009)

2009 Submittal

Rec'd 1/22/09 JP

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. *"Great Brooksvillian"* Nominee:

Lee Slayden Gordon

a) Address & Contact Information for nominee or family representative:

Name if representative:

Reville & Woody Johnson (Sister & Brother-in-Law

22235 Carson Drive

Land O'Lakes, FL 34639

Phone No.: 1-352-795-9572 Fax No: _____

Email address (If available): _____

b) Nominee Year of Birth 1946

Nominee Year of Death (if applicable) 2009

c) A photo or image of the nominee is

Enclosed (X) Date taken 2007
Not enclosed ( )

d) Please describe the nominee's overall contributions to the community.

See Attached

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

Brooksville and Hernando County. She was a resident of the City of

Brooksville

e) Did the contributions of this nominee also benefit outside the community? If so, how?

(Attach additional sheet if necessary):

Yes, see attached.

2. List any additional resources available for background information such as articles, books, etc.

None

3. Name and contact information for person sponsoring the nomination:

Julia Jinkens

204 Dogwood Drive

Brooksville, FL 34601

Phone No.: 352-796-2418 Fax No: _____

Send Completed Applications (Original & 6 Copies) to:

City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601

June 22, 2009

Dear City Council:
attn: Janice Peters, City Clerk

First and foremost I want to state that I sincerely believe there has never been a person more respected or loved in one community than Lee Slayden Gordon. I take great pleasure in nominating her for the honor of "the Great Brookhaven" for the year 2009.

I cannot begin to list the number of peoples' lives she influenced and touched through music. The young ones she taught through piano and voice are now all grown up and gone their separate ways but in leaving they are using their talents that were guided and nurtured by her throughout their young lives. So it will be for generations to come.

She not only touched lives through teaching and directing - she introduced musicals and Dinner Theatres to a community that was thirsting for musical knowledge in any form.

(continued)

The singing group "the New Nostalgia" was formed and directed by her until her untimely death. What great talent was found but most important of all, what a great Director!

The Patriotic shows she directed were productions any Community would be proud. The respect she received from all came from her expecting each one to strive to do better and in expecting that perfection it did happen time and time again.

Whether it was in her directing of her beloved Church Choir, guiding young people in Bible School or Sunday School classes or major musical productions such as "Scrooge Christmas Carol" at the Hernando Co. Performing Arts Center for several Christmas seasons she always gave one hundred and ten percent and because of her talent and efforts lives were touched and changed forever.

In closing I would like to say that Lee Gordon has left the love of music for generations to come. What better

(continued)

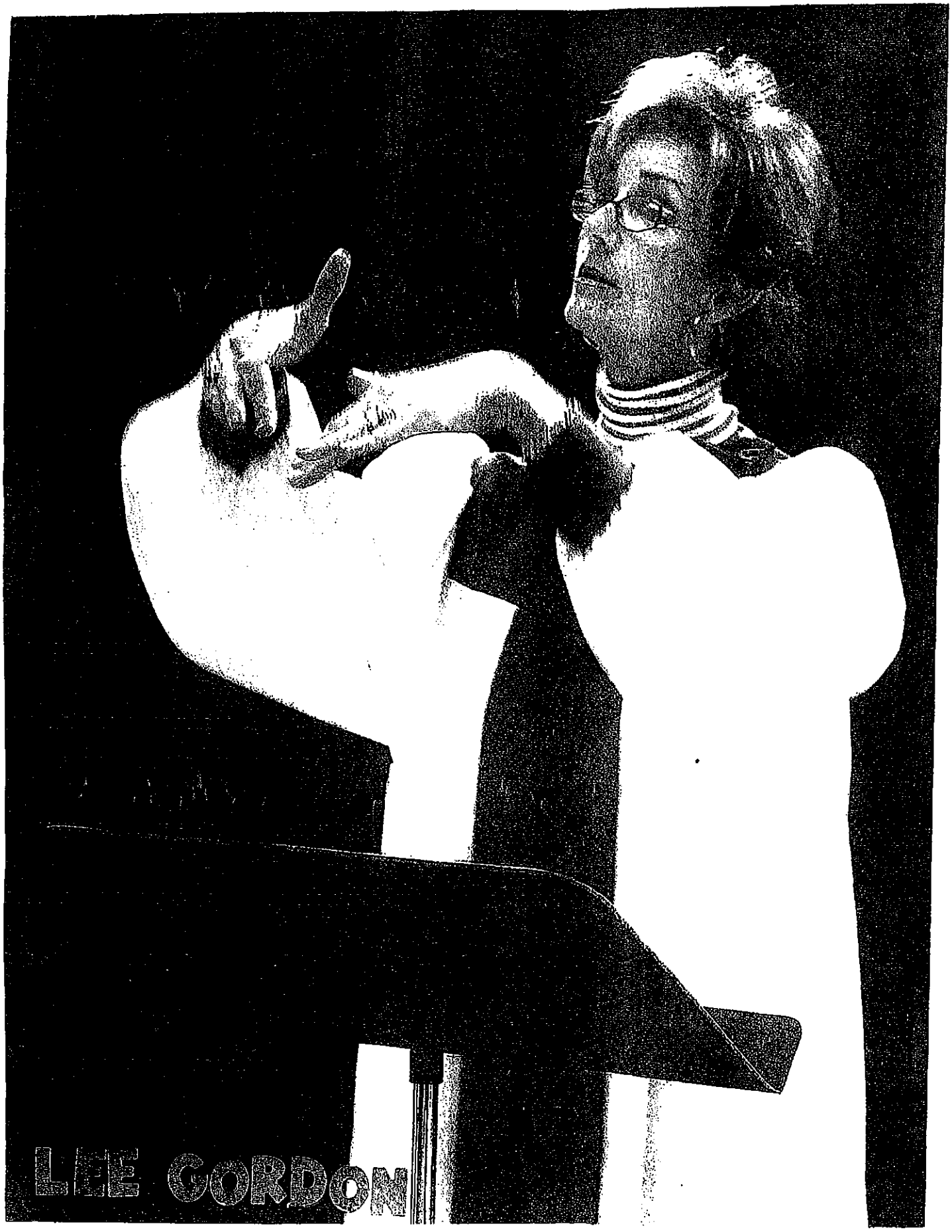
gift could there ever be given to an entire community?

Thank you for allowing me to place Lee Shyden Gordons' name on the list of nominees for the 2009 "Great Brooksvillian" award.

If further information is needed please feel free to contact me -- home phone is 796-2418.

Sincerely,

Julia Jinkens
204 Dogwood Dr.
Brooksville, Fl.
34601


LEE GORDON

LEE SLAYDEN GORDON

(from Pegene Seikot)

July 10, 2009

City Clerk...

Please consider Lee Gordon as a nomine for "Great Brookvillian of the year".

Pegeve Seikot

Rec'd 7/10/09 4:25 pm

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. *"Great Brooksvillian"* Nominee:

LEE GORDON

a) Address & Contact Information for nominee or family representative:

Name if representative:

PEGENE SEIKOT (thru
JULIA JENKINS.

Phone No.: 352 799 5726 Fax No: NA

Email address (If available): NA

b) Nominee Year of Birth D.K.

Nominee Year of Death (if applicable) 2008 or 2009

c) A photo or image of the nominee is

Enclosed ( ) Date taken_____
Not enclosed ( )

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

Raised in Brooksville. Valuable
and active in community and church
(Faith Evangelical - Rt 41, Brooksville

7/1/09

To Whom It May Concern:

I would like to ask that Lee S. Gordon be considered for the nomination of "The 2009 Brooksvillian".

My Mother, born and raised in Brooksville devoted her life to bettering the youth through her musical talents. She did not stop with only the children, but offered her love of music to adults as well. Lee Gordon had integrity, compassion, drive, vision, faith, hope, honesty, and she never gave up on anyone.

Please consider her for this special honor. She was overly qualified in my eyes! Thank you for your time!

Sincerely,

Lisley Gordon Merrell

LEE SLAYDEN GORDON

(from Tommy Bronson)

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. *"Great Brooksvillian"* Nominee:

Lee Slayden Gordon

a) Address & Contact Information for nominee or family representative:

Name if representative:

Mrs Lucus Merrell (Tinsley) daughter
420 Eastland Drive
Salisbury, North Carolina 28146

Phone No.: 704 209 5337 Fax No: _____

Email address (If available): tinsleymerrell@hotmail.com

b) Nominee Year of Birth 8-17-46

Nominee Year of Death (if applicable) 1-7-2009

c) A photo or image of the nominee is

Enclosed ( ) Date taken _____
Not enclosed (x)

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

Please see attached sheet

I am pleased and honored to offer this letter of recommendation and support for **Lee Slayden Gordon** as this year's *"Great Brooksvillian"*. No doubt there will be others that will list and describe Lee's overall lengthy and significant contributions to the City of Brooksville as well as beyond our town of Brooksville; so, from a strictly personal perspective I offer the following insights into the life and times of Lee Slayden Gordon and how she impacted my family and me over the course of nearly half a century.

1. ***God and Faith.*** First and foremost, Lee was a Godly woman who demonstrated her faith in service to her Church Family as its Choir Director at Faith Evangelical Presbyterian Church for many years until she resigned due to a terminal illness. Although best known as being the Choir Director Lee also contributed to her Church through unselfishly serving on committees, as a teacher, and an encourager to fledgling musicians in the local area. She was a Charter Member of Faith Evangelical Presbyterian Church.

   As a choir member for many years under Lee's direction I can tell you that her ability to make some of us with little musical talent sound *heavenly* was truly a gift straight from God. She was affectionately known as, "The General", to her choir members—she demanded our best and settled for nothing less from us. I admired this about Lee although there were times when it was after 9:00 p.m. and I wanted to go home, she persisted in having us sing Sunday's anthem just one more time.

2. ***Family.*** Lee was a daughter, sister, and much loved aunt to many nieces and nephews. She was a Mother to three adoring children and to several grandchildren. This was a role that Lee cherished and a role that fit her to a tee. While Lee excelled as a musician she relished her role as a Mother and Grandmother. My four children grew-up in the shadows of Lee [we were once next door neighbors]. When times allow us to recall when we were neighbors you'd likely hear my children repeat "Remember when we did this or Lee did that—put on plays in the garage, the stories, the dressing up, and, of course, the snacks!" The influence of Lee and her interaction with her family continues to live on in how my children raise their children—definitely, a ripple effect that stretches from Florida all the way to North Carolina.

3. ***Community.*** In Brooksville and the greater Hernando County area Lee used her God-given musical talents to work in community theater, teaching piano and voice lessons, and working with an assortment of other venues too numerous to mention. Today there are young adults [and their parents] in Brooksville and Hernando County who were taught by Lee to 'carry a tune', encouraged to try in spite of debilitating stage fright to perform, and to exceed their own expectations. Her community productions were not to be missed.

I feel fortunate and blessed to be able to count myself among Lee's adoring fans. Our world, especially Brooksville and Hernando County, is a far better place because Lee Slayden Gordon was a part of it. Lee never built a building, a highway, or a school—rather, Lee Slayden Gordon built lives, she built friendships, and she enabled its citizens, like my family and me, to live better lives, richer lives—Lee Slayden Gordon's example of how to live by serving God, serving your family, and serving your community—made us want to be better people and better citizens. I hope we haven't disappointed Lee.

Sincerely,

Thomas "Tommy" E. Bronson

e) Did the contributions of this nominee also benefit outside the community? If so, how?

(Attach additional sheet if necessary):

2. List any additional resources available for background information such as articles, books, etc.

3. Name and contact information for person sponsoring the nomination:

Tommy Bronson
23438 Deer Run Rd.
Brooksville, Florida 34601

Phone No.: 352-796-2528 Fax No: _____

Email address (If available): 31bronson@gmail.com

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. *A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.*

2. *A nominee may be alive or deceased at the time of nomination.*

3. *A nominee should be a person whose contributions are generally known and readily recognizable by our residents.*

4. *Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.*

5. *Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.*

6. *Self nominations will not be accepted.*

Send Completed Application to:

City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601

City Council
AGENDA ITEM: E4
August 1, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: TANNETTE GAYLE, FINANCE DIRECTOR

SUBJECT: AUDITING SERVICES CONTRACT EXTENSION

DATE: July 20, 2016

GENERAL SUMMARY/BACKGROUND: The term of the current contract the City has with Clifton, Larson and Allen runs for a period of three years – fiscal year ending September 2013, 2014, and 2015. The contract provides for "additional annual extensions of this contract, at the end of the obligation subject to the discretion of the City Council, negotiation of fees and services and mutual agreement of both parties." There are two extension options available which are listed as follows:

	9/30/2016	9/30/2017	9/30/2018
1 yr Ext	60,100		
3 yr Ext	60,100	60,100	61,900

Our auditing expenses prior to Clifton, Larson and Allen were $61,710 in 2011, $71,686 in 2012, and $67,643 in 2013. The current contract had a 3% increase each year 2014=$55,000, 2015=$56,650, and 2016=$58,350. The one year extension confirms the current engagement as the contract allows with a 3% increase. The three year extension holds the escalation for fiscal year 2017 with a 3% increase for year one, no increase for year two, and a 3% increase for year three.

BUDGET IMPACT: Funding would be provided through the General Fund General Government Line Item 001-009-510-53200.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal benefit. The anticipated dollar volume of the contract constitutes a Category Two purchase in excess of $35,000; therefore, pursuant to Fla. Sta. §287.057(13), contracts for contractual services may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer.

STAFF RECOMMENDATION: Staff recommends that City Council extend the contract with Clifton, Larson and Allen. We request direction from Council as to the length of the renewal term, whether one year or three years.

ATTACHMENTS:
1. Current contract
2. Addendum/Amendment to contract
3. Engagement Letter one or three years extension

ATTACHMENT 1

FINANCIAL AUDITING SERVICES CONTRACT

THIS AGREEMENT is entered into by and between the City of Brooksville, Florida, a municipal corporation, (hereinafter the "CITY") and CliftonLarsonAllen LLP (the "Firm").

WHEREAS, the City is required by Fla. Sta. 218.39 to cause an annual financial audit of its accounts and records to be completed within 12 months after the end of its fiscal year by an independent certified public accountant; and,

WHEREAS, the City desires to have performed a financial and compliance audit of the City for certain fiscal years; and,

WHEREAS, the City invited independent Certified Public Accountants licensed in Florida to submit proposals to perform financial and compliance audits; and,

WHEREAS, the City held a Bid Opening on Friday, August 16, 2013 for bids submitted in response to a Request for Proposal (RFP) FI2013-05; and,

WHEREAS, CliftonLarsonAllen LLP, a Florida Professional Association, is a public accounting firm, performs financial auditing services, and submitted a qualifying bid; and,

WHEREAS, the City Council voted to award the bid to CliftonLarsonAllen LLP; and,

WHEREAS, the City desires to engage CliftonLarsonAllen LLP to perform desired financial auditing services.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND THE MUTUAL PERFORMANCE OF THE TERMS AND CONDITIONS HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and incorporated into this Agreement as if set forth in haec verba.

2. **SCOPE OF SERVICES.** The Firm agrees to conduct a financial and compliance audit of the City's financial statements for each fiscal year for a period of three years commencing with the fiscal year ending September 30, 2013 and ending with the fiscal year ending September 30, 2015.

   a. The audits shall include an examination of the financial statements of all accounts and funds, including the General Fund, Special Revenues, Capital Projects, Enterprise Funds, Permanent Fund, and Fiduciary Funds.

b. The audit will include tests of the accounting records of the City and other procedures necessary to express an unqualified opinion on the financial statements of the City.

c. The Firm will consider the internal control in order to determine the auditing procedures for the purpose of expressing its opinion on the City's basic financial statements and on its compliance with requirements applicable to major programs and to report on the internal control in accordance with OMB Circular A-133.

d. The Firm will obtain an understanding of the design of relevant controls and whether they have been placed in operation, and it will assess control of risk. Tests of controls may be performed to test the effectiveness of certain controls the Firm considers relevant to preventing and detecting errors and fraud that are material to the basic financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the basic financial statements. Tests of control are required only if control risk is assessed below the maximum level. The tests, if performed, will be less in scope than would be necessary to render an opinion on the internal control and, accordingly, no opinion will be expressed.

e. The Firm will perform tests of controls, as required by OMB Circular A-133, to evaluate the effectiveness of the design and operation of controls that it considers relevant to preventing and detecting material noncompliance with compliance requirements applicable to each of the City's major federal awards programs. The tests will be less in scope than would be necessary to render an opinion on these controls, and accordingly, no opinion will be expressed.

f. The Firm will inform the City of any matters involving internal control and its operation that the Firm considers to be significant deficiencies or material weakness under standards established by the American Institute of Certified Public Accountants. Significant deficiencies and material weaknesses involve matters coming to the Firm's attention relating to significant deficiencies in the design or operation of the internal control that, in the Firm's judgment, could adversely affect the City's ability to record, process, summarize, and report financial data consistent with the assertions of management in the basic financial statements. The Firm will also inform the City of any non-reportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

g. The Firm will perform tests of the City's compliance with certain provisions of laws, regulations, contracts and grants.

h. The Firm will request certain written representations from the City's attorney as part of the engagement, and the Firm will request certain written representations from the City about the financial statements and related matters.

i. The Firm will advise the City about appropriate accounting principles and their application.

j. The City may eventually desire to participate in the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Reports (CAFR); hence, the Firm must be prepared to render any necessary assistance in working toward this eventual goal.

k. During the audit, the Firm may be required to meet with various elected or appointed officials to discuss the audit or related matters.

l. Post-audit conferences will be held to review the general audit findings and adjusting journal entries or other changes to the client's prepared financial statements, the Single Audit Report, if applicable, and draft of the management letter.

m. *Additional Services within the Scope.* The City may request additional services at any time from the auditor. To the extent that these services are an extension of the scope of services within this Agreement as a result of increased regulatory requirements, the addition of agencies or funds to be audited, or any other reason beyond the control of the auditor, the auditor will be compensated for such extra services at the Hourly Rate for Interim Services or as otherwise negotiated between the parties.

n. *Additional Services beyond the Scope.* Request for additional services that are beyond the scope of the audit will be addressed in writing and approved by City Council.

3. **AUDIT REPORTS.** The following reports are expected at the completion of each of the three (3) fiscal year audits (unless otherwise stated):

a. A report on the examination of the financial statements inclusive of all accounts and funds. The reports shall contain a statement of the auditor's professional assessment on whether the information contained within the financial statement is fairly represented and in conformance with generally accepted accounting principles. If the auditor cannot favorably opine on this, the reasons shall be stated in the report. The auditor also will offer an opinion on the fairness of the supplemental financial information presented in the

combined financial statements in relation to the general purpose financial statements.

b. A detailed management letter shall be prepared in each of the three (3) fiscal years for use by the City and the Finance Department. It shall include a summation of the audit findings and recommendations on the financial statements, internal controls, accounting systems, legality of actions and other evaluations deemed professionally important.

c. Twenty-five (25) copies of the complete Audit are required. An electronic copy of the audit should be provided in PDF format on a CD at the time the hard copies are provided. The City is required to forward an electronic copy of the Audit Report to the Florida Auditor General according to on Florida Auditor General Rule 10.558(2).

d. The auditor's comments in the management letter shall make special mention of the following material items discovered within the scope of the audit:

   i. Whether irregularities reported in preceding audit(s) have been corrected;

   ii. Whether recommendations made in preceding audit(s), if adopted by the City, have been implemented;

   iii. Any violation of the laws, rules and regulations discovered during the audit;

   iv. Any illegal expenditures discovered within the scope of the financial audit;

   v. Any improper or inadequate accounting procedures discovered within the scope of the financial audit;

   vi. Any failure to properly record financial transactions discovered within the scope of the audit;

   vii. All other inaccuracies, irregularities, shortages and defalcations discovered within the scope of the financial audit;

   viii. All differences between the financial report filed with the Department of Banking and Finance pursuant to Section 218.32 and the annual audit report for the said period;

   ix. Compliance with the auditor general's rules on tangible personal property; and

x. Recommendations to improve the City's present accounting management procedures and internal control.

xi. A report on compliance with terms, covenants, and provisions of all City Bond Issues.

e. Reports on internal control structure and compliance in accordance with Single Audit Act Guidelines and Regulations for each of the three (3) fiscal years. These reports will be incorporated into the City's CAFR, if one exists.

f. If a CAFR is prepared in future years, the auditor will provide the necessary reproduction, divider pages, report covers and binding for the Comprehensive Annual Financial Report, the single audit, if applicable, and the management letter.

4. **AUDIT STANDARDS, PROCEDURES AND REQUIREMENTS.** The audits are to be performed in accordance with the following:

a. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America.

b. The audit will be conducted in accordance with any applicable State of Florida requirements for audits performed by municipalities, including Fla. Stat. 11.45 and regulations of the Florida Department of Banking and Finance.

c. The Firm agrees to conduct the audit in accordance with the rules adopted by the Auditor General for form and content of local government entity audits, Chapter 10.550, Rules of the Auditor General.

d. The Firm agrees to adhere to "Generally Accepted Auditing Standards" as amended from time to time, as established by the American Institute of Certified Public Accountants.

e. The Firm agrees to adhere to and to conduct the audit examination in accordance with "Generally Accepted Auditing Standards and Governmental Auditing Standards" issued by the Comptroller General of the United States.

f. The audit shall follow the required GASB 34 procedures.

g. The audit will be conducted in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. OMB Circular A-133 requires that the Firm plan and perform the audit to obtain reasonable assurance about whether the City has complied with certain provisions of laws, regulations, contracts, and grants. The Firm's procedures will

consist of the applicable procedures described in OMB's compliance supplement.

h. The Firm's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions.

i. The auditing process shall include the necessary procedures to establish compliance with the Single Audit Act, if applicable, plus other guidelines, requirements and regulations necessary for issuing a single audit report.

j. The Firm acknowledges that they are currently aware of federal and state laws applicable to municipal audits and that the Firm will maintain current knowledge of same during the term of the Agreement.

k. The Firm agrees to staff the audit with personnel educated and experienced in performing municipal audit services and will provide a staffing level of no less than two accounting or auditing professionals on a full-time basis for the conduct of fieldwork and report preparation, and two additional accounting or auditing professionals on a part-time basis for assistance and quality review procedures, with oversight being provided by a Managing Director.

l. The Firm agrees to maintain and make available its working papers without charge to any federal or state agency upon appropriate request, and in accordance with applicable federal and state grant provisions.

m. As is required by Government Auditing Standards, the Firm agrees to provide the City with its most recent quality control review report at the time this Agreement is executed.

5. **AUDIT SCHEDULE.** The Firm expects to begin the audit approximately December 1 following each fiscal year end and to issue reports no later than March 31 of that year. Conferences, meetings and final drafts are to be completed no later than March 15th and final reports must be provided no later than March 31st. The final audit (with required copies) is to be completed and submitted to the City by March 31st annually. Extension for the time of completion may be allowed for good cause by the City.

Interim Audit Procedures	Interim Audit Activities will be coordinated and scheduled with the Firm, the City Manager and the Finance Manager.
Fiscal Year End	September 30
Books are closed; Field Work Begins	December 1; January 6th

Field Work is Completed	No later than January 31st
Draft Statements and Management Letter	February 17th
Final Reports	February 28th
Annual Report to City and State	March City Meeting

6. **FEE FOR SERVICE.** The Firm's fees for audit services set forth in this paragraph are maximum fees allowed under this Agreement. At no time will fees for services under this Agreement exceed those detailed in this paragraph.

a. Annual Per Year Auditing Fee

Staff	Hours	Hourly Rate	Not to Exceed Fee
Partners	40	$225	$ 9,000
Manager	100	$175	$17,500
Senior	167	$150	$25,050
Staff	169	$125	$21,125
Administrative	8	$ 75	$ 600
Subtotal			$73,275
Discount			- 18,275
Total 2013			$55,000
Total 2014			$56,650
Total 2015			$58,350

b. Separate Single Audit Fee — $3,500 for the first major Program and $3,000 for each major program thereafter

c. CAFR — Not to Exceed $5000

d. Hourly Rates for Interim Services

i.	Directors/Partners	$ 225
ii.	Managers	$ 175
iii.	Seniors	$ 150
iv.	Staff	$ 125
v.	Administrative	$ 75
vi.	IT Partner	$ 245
vii.	IT Manager	$ 200

e. Annual Escalation Rate. See section "a" above.

f. If significant additional time is necessary, the Firm agrees to discuss the matter with the City and arrive at a new estimate before the Firm incurs additional costs. Additional fees to cover additional services will need to be agreed to by the City and the Firm prior to the affected year's engagement.

g. Other Fees and Expenses. Any fees involved for reasonable personnel costs and out-of-pocket expenses associated with the work paper review will be the responsibility of the Firm.

7. **TERMS OF PAYMENT.** The City shall be invoiced on a monthly basis for services rendered in the previous month. Invoices shall describe, with specificity the services rendered and the time or person providing such service, when such elements are factors in deriving the fee being charged. Payments of invoices are payable within 30 days of receipt by City. Work may be suspended by the Firm if the account becomes 60 days or more overdue and may not be resumed until the account is brought current.

8. **CITY OBLIGATIONS.** The City's Books of Account will be closed no later than December 31st. Financial statements together with the working papers will be prepared by the accounting staff for all funds and accounts and will be available on or before December 31st. Copies of prior years' financial statements and budgets will be made available. The City will provide confirmations, supporting schedules and documentation. Clerical assistance will be available to help retrieve documents, such as paid checks and invoices. The City's accounting staff will prepare a supporting schedule for all notes to the financial statements.

9. **FISCAL NON-FUNDING CLAUSE.** In the event sufficient budgeted funds are not available for a new fiscal year, the City shall notify the Firm of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City.

10. **TERM OF AGREEMENT.** The term of this Agreement is for completion of services for each of the three (3) fiscal years ending September 30, 2013, 2014 and 2015. The Firm is eligible for additional annual extensions of this contract, at the end of this obligation, subject to the discretion of the City Council, negotiation of fees and services and mutual agreement of both parties.

11. **MODIFICATION AND ASSIGNMENT.** This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, subcontracted, transferred, or pledged by either party without the other parties' written consent.

12. **TERMINATION.** This Agreement cannot be terminated by the Firm after May 1 of each year. Prior to May 1, either party may terminate the agreement by giving ninety (90) days written notice thereof, and payment of any lump sums due for serviced performed, up to the date of receipt of the written notice.

13. **CONTRACT DOCUMENTS & ENTIRE AGREEMENT.** The Contract Documents shall consist of this Agreement, Request for Proposal (RFP) FI2013-05 (Exhibit A), the Firm's response to said RFP (Exhibit B), and, the Firm's Engagement Letter (Exhibit C). In case of any conflict, this Agreement shall take precedence, then the RFP. This Agreement constitutes the complete agreement between the City and the Firm relating to matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

14. **DEFAULT**. Neither party shall declare the other in default of any provisions of this Agreement without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other party shall have

the opportunity to remedy the default. The notice shall specify the default with particularity.

15. **NOTICE.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

Michael E. Carter, CPA
Partner, Direct Office
CliftonLarsonAllen LLP
402 S. Kentucky Ave., Suite 600
Lakeland, Florida 33801-5354

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

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

16. **HOLD HARMLESS.** The City of Brooksville will be held harmless from any adverse legal or financial actions, or liability resulting from or incident to any of the Firm's activities under this Agreement.

17. **DISCLAIMER.** Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

18. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

19. **WAIVER.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

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

21. **ATTORNEY'S FEES.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

22. **GENERAL.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

23. **GOVERNING LAW.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the County or Circuit Court in and for Hernando County, Florida or U.S. District Court for the Middle District of Florida, Tampa Division, Hillsborough County, Florida and each of the parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

IN WITNESS WHEREOF the City of Brooksville and CliftonLarsonAllen have respectively signed and executed this Agreement on this 21st day of October, 2013.

CLIFTONLARSONALLEN LLP	**CITY OF BROOKSVILLE, FLORIDA**
Signature	*Signature*
Michael E. Carter , CPA	Lara Bradburn
Printed Name	*Printed Name*
Managing Director	Mayor
Title	*Title*
10/21/2013	10/21/13
Date	*Date*

Seal

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

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

Attested to By the City Clerk, Janice L. Peters.

ATTACHMENT 2

FIRST ADDENDUM TO
FINANCIAL AUDITING SERVICES CONTRACT

This First Addendum to the Financial Auditing Services Contract (the "Addendum") is made as of this ____ day of _____, 2016 by and between the **City of Brooksville, Florida**, a municipal corporation duly organized under the laws of the State of Florida, by and through its duly authorized representative (the City) whose address is 201 Howell Avenue, Brooksville, Florida 34601 and **CliftonLarsonAllen, LLP**, (the Firm), whose address is 402 S. Kentucky Avenue, Suite 600, Lakeland, Florida 33801-5354.

WHEREAS, the City Council has entered into that certain Financial Auditing Services Contract (the "Original Agreement") dated October 21, 2013; and,

WHEREAS, the original term of the Agreement was for three fiscal years ending, September 30, 2013, 2014, and 2015, and with the option of additional annual renewals; and,

WHEREAS, the parties desire to renew the agreement in accordance with Paragraph 10 of the Original Agreement. The Original Agreement and this Addendum shall hereafter collectively be referred to as the "Agreement."

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the City and the Firm (collectively, the Parties) agree as follows:

1. **Renewal Term.** Pursuant to Paragraph 10 of the Original Agreement, the Parties agree to renew the Agreement for ____ year(s) such that the term of the renewal will commence with fiscal year ending September 30, _____ and expire as of fiscal year ending September 30, _____ (the "Renewal Term").

2. **Audit Fees**. The Firm's fees for the Renewal Term are as set forth in this paragraph and are maximum fees under the Agreement. All other fees addressed in the Original Agreement and not specifically modified herein shall remain in full force and effect. At no time will fees for services under this Agreement exceed those detailed in this paragraph of the Addendum or in paragraph 10 of the Original Agreement.

Annual Per Year Audit Fee

Fiscal Year Ending	Not to Exceed Total Amount
2016	$60,100
2017, if applicable based on stated Term	$60,100
2018, if applicable based on stated Term	$60,900

3. **Change of Ownership.** The Firm shall notify the City immediately upon any change in entity ownership ("Change of Ownership"). The City shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to the City, provided however, no cancellation shall relieve the Firm of its obligations to perform under the terms of this Agreement. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

4. **Public Records Notice. If the Firm has questions regarding the application of Chapter 119, Florida Statutes, to the Firm's duty to provide public records relating to this contract, contact the custodian of public records, City Clerk Virginia Wright at (352) 540-3816, by email at gwright@cityofbrooksville.us, or via mail, at 201 Howell Avenue, Brooksville, Florida 34601.**

5. **Conflicts Between Original Agreement and Renewal.** All terms and conditions of the Original Agreement not otherwise amended or modified by this Addendum shall remain in full force and effect. To the extent any conflicts exist between the Original Agreement, and this Addendum, the terms and conditions contained in this Addendum shall control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SINGATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, **CliffordLarsonAllen, LLP** and the **City of Brooksville, Florida**, respectively, have executed and attested this Agreement, and caused their seals to be affixed hereto, effective as of the day and year first written above, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

ATTEST:

_____
Witness

_____
Witness

By:

_____
Michael E. Carter, CPA, Managing Director, CliffordLarsonAllen, LLP

Date signed: _____

ATTEST:

(Seal)

By:_____
Virginia Wright, City Clerk

Date signed: _____

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

By: _____
Thomas S. Hogan, Jr., City Attorney
Date signed: _____

CITY OF BROOKSVILLE, a political
subdivision of the State of Florida

By:

_____
Natalie Kahler, Mayor

Date signed: _____

ATTACHMENT 3

CliftonLarsonAllen

CliftonLarsonAllen LLP
402 South Kentucky Avenue, Suite 600
Lakeland, FL 33801-5354
863-680-5600 | fax 863-680-5650
CLAconnect.com

July 20, 2016

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

Dear City Council:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit, examination, and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for City of Brooksville ("you," "your," or "the entity") for the year ended September 30, 2016.

Michael E. Carter, CPA, is responsible for the performance of the audit and examination engagements.

Audit services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Brooksville , as of and for the year ended September 30, 2016, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.

2. Budgetary comparison schedules.

Examination services

We will examine your compliance with investment provisions in accordance with the requirements of Section 218.415, Florida Statutes for the year ended September 30, 2016.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

- Preparation of adjusting journal entries.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We also will issue a written management letter as required by Chapter 10.550, Rules of the Auditor General for Local Governmental Entity Audits upon completion of our audit.

Examination objectives

The objective(s) of our examination is the expression of an opinion about whether your investments were authorized by law, and if applicable, in accordance with your investment policy based on the requirements of Section 218.415, Florida Statutes. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of the engagement. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unqualified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material misstatement or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing

significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local governmental entity audits performed in the state of Florida. These matters will be communicated in the management letter.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible

for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Management is responsible for your compliance of investment provisions in accordance with the requirements of Section 218.415, Florida Statutes.

Management is responsible for providing us with the basic information required for our examination and you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If we agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in August, 2016.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit and examination documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely matter to an oversight agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit and examination documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate $60,100 for the audit. If the City meets the single audit threshold, there would be an additional fee of $3,600 for the first major program and $3,100 for each additional major program. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter.

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.

- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Brooksville's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return the copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Michael E. Carter, CPA
Principal
863-680-5614
Mike.Carter@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of City of Brooksville.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

City Council
AGENDA ITEM: E5
August 1, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: TANNETTE GAYLE, FINANCE DIRECTOR

SUBJECT: TENTATIVE MILLAGE ADOPTION FOR FY2017

DATE: JULY 25, 2016

GENERAL SUMMARY/BACKGROUND: State of Florida Truth in Millage (TRIM) requirements mandate that each local Florida government adopt a tentative (proposed) millage rate and advise the Property Appraiser of the adopted tentative millage, the rolled-back rate, and the date, time and place of the first public budget hearing within 35 days following July 1st. This means that the City is required to notify the Property Appraiser of the City's adopted tentative millage no later than Thursday, August 4, 2016, 5:00 pm. Following receipt, the Property Appraiser will utilize the reported tentative millage to create and mail a TRIM notice (notice of proposed property taxes) to all City property owners.

Historically, the City Council has established a tentative millage rate that is greater than what is needed for the final millage. A greater tentative millage allows for some flexibility as Council continues through the budget process. Once the tentative millage is established, the final millage rate cannot be adopted at a greater rate, unless the City mails each taxpayer a revised "notice of proposed property tax."

The current TRIM information for FY2017 is as follows:

Prior Year operating millage rate	6.6439
Current Year Gross Taxable Value for operating purposes	$400,496,222
Prior Year FINAL Gross Taxable Value	$383,231,221
Current Year rolled-back rate	6.6003
Prior Year rolled-back rate	6.6439

Staff has prepared and presented a preliminary balanced budget with the same millage rate that was adopted for the final millage in FY2016 (6.6439 mils).

Staff recommends the first Public Budget Hearing be scheduled for Wednesday, September 7, 2016 at 5:01 p.m., with the second and final Public Budget Hearing to be scheduled for Wednesday, September 14, 2016 at 5:01 p.m.

LEGAL REVIEW: The City Council has home-rule authority (Art. VII, (2) Fla. Const. and §166.011 Fla. Stat.) to consider matters of fiscal and intergovernmental benefit. A TRIM notice is required pursuant to Fla. Stat. Ch. 200 and 218 and the rules promulgated thereunder.

STAFF RECOMMENDATION: Staff requests that the City Council provide and adopt a tentative millage rate for the TRIM requirements and approve the City's Public Budget Hearing dates for September 7th and 14th, both to begin at 5:01 PM.

City Council
AGENDA ITEM: E6
August 1, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: VIRGINIA C. WRIGHT, CITY CLERK

SUBJECT: PLANNING & ZONING COMMISSION BOARD MEMBER

DATE: JULY 27, 2016

GENERAL SUMMARY/BACKGROUND: The Planning & Zoning Commission has one (1) vacant position of an unexpired 4-year term of office through December 31, 2018, and two (2) vacant alternate positions of an unexpired 4-year term office. Of the two vacant alternate positions, one has an unexpired 4-year term of office through December 31, 2016; the other has an unexpired 4-year term of office through December 31, 2017. The City Clerk received an application on July 18, 2016 from Gary Sutton, and an application on July 26, 2016 from Joseph Quinn for these vacancies. The vacancies are posted on the City's website and publicized.

Appointments to the Planning & Zoning Commission are appointed by the City Council. Board Members serve a 4-year staggered term of office, all expiring in December of their respective term, as amended by Policy No. 4-2008 adopted by City Council October 6, 2008, and are governed by Articles adopted by the Board and approved by City Council.

BUDGET IMPACT: There is no budget impact.

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, and who meets the qualification requirements of Section 2-261 and 2-262, in that the person is registered to vote in the State, and is a resident of the City. Official Policy 4-2008, adopted by the City Council, sets forth the procedure for creation, appointments, reappointments, replacements, and removal from office for advisory board members.

STAFF RECOMMENDATION: Staff recommends Council approval of the applicants to serve on the Planning & Zoning Commission and fill the vacant, unexpired 4-year term of office which will expire on December 31, 2018; and to fill one of the two unexpired 4-year term alternate vacancies, with one alternate vacancy expiring December 31, 2016 and the other alternate vacancy expiring December 31, 2017.

ATTACHMENTS: Applications

CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Facsimile: (352) 544-5424
Web: www.cityofbrooksville.us

☒ New Application ☐ Re-application

☐ Beautification Board (4 year terms – 7 members)
☐ Brooksville Housing Authority (4 year terms – 7 members)
☐ CDBG Citizen's Advisory Task Force (4 year terms – 5 members & 1 alternate)
☐ Cemetery Advisory Committee (4 year terms – 7 members – city residency or documented tie to Cemetery)
☐ EZDA Advisory Board (4 year terms – 11 members)
☐ Firefighters Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
☐ Good Neighbor Trail (Non-Expiring Terms – 10 members)
☐ Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
☒ Planning & Zoning Commission* (4 year terms – 5 members & 2 alternates)
☐ Police Officers Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
☐ Other _____

Name: SUTTON (Last), GARY (First) RICHARD (Middle)

Address: 19825 REAL TREE LANE
BROOKSVILLE, FL. 34601

Mailing Address (if different): _____

Business Address: _____

Occupation: RETIRED

Business Phone: _____ Home Phone: 352-777-4500

Email address: SUTTONVEGAS@GMAIL.COM

Do you reside within the City limits? ☒ Yes ☐ No

Are you a Registered Voter in Hernando County? ☒ Yes ☐ No Voter ID # 120049546

Please rank your board preference(s):
1. PLANNING & ZONING
2. _____
3. _____

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before? ☐ Yes ☒ No **If yes, please indicate name of board and dates of service:** _____

Why would you like to serve on this board? AS A RELATIVELY NEW RESIDENT I WOULD LIKE TO BECOME MORE INVOLVED IN IMPROVING OUR CITY. I FEEL I CAN PROVIDE INPUT ON PLANNING AND ZONING ISSUES.

What special skills would you bring to this position? AS A RETIRED ELECTRICAL CONTRACTOR I SERVED ON NUMEROUS BOARDS FOR IBEW AND NECA. I ALSO WAS A MEMBER OF THE SPRING VALLEY TOWN BOARD WHICH PROVIDED INPUT TO PLANNING AND ZONING IN CLARK COUNTY, NEVADA.

List fields of work experience:
35 YEARS OF EXPERIENCE IN THE ELECTRICAL CONSTRUCTION BUSINESS. SERVED AS PRESIDENT OF DYNALECTRIC CO. OF NEVADA FOR 10 YEARS, THE LARGEST JOB UNDER MY DIRECTION WAS MANDALAY BAY HOTEL & CASINO.

List any licenses and/or degrees (location & year):
BSBA : UNIVERSITY OF FLORIDA 1975

MASTER ELECTRICIAN: CARD #0000083115 CLARK COUNTY, NEVADA 1992 TO PRESENT

Local References (Please list three (3)):
1. ROBERT BUCKNER
2. PEG BLOOMQUIST
3. VIOLET LANGIERI

Would you have a problem with the meeting dates and times for the board/agency?
☐ Yes ☒ No
If yes, please explain: _____

Signed: _____ **Date:** 7-15-16

SCHEDULE OF BOARD MEETINGS

[Note – Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD	2nd TUES of each MONTH – 5:30 PM in Council Chambers
BROOKSVILLE HOUSING AUTHORITY	3rd TUES of each MONTH – 6:00 PM in Council Chambers
PLANNING & ZONING COMMISSION	2nd WED of each MONTH – 5:30 PM in Council Chambers

CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Facsimile: (352) 544-5424
Web: www.cityofbrooksville.us

☐ New Application ☐ Re-application

☐ **Beautification Board** (4 year terms – 7 members)
☐ **Brooksville Housing Authority** (4 year terms – 7 members)
☐ **CDBG Citizen's Advisory Task Force** (4 year terms – 5 members & 1 alternate)
☐ **Cemetery Advisory Committee** (4 year terms – 7 members – city residency or documented tie to Cemetery)
☐ **EZDA Advisory Board** (4 year terms – 11 members)
☐ **Firefighters Pension Trust Fund Board of Trustees*** (2 year terms – 5 members)
☐ **Good Neighbor Trail** (Non-Expiring Terms – 10 members)
☐ **Parks & Recreation Advisory Board** (4 year terms – 7 members & 2 alternates)
☐ **Planning & Zoning Commission*** (4 year terms – 5 members & 2 alternates)
☐ **Police Officers Pension Trust Fund Board of Trustees*** (2 year terms – 5 members)
☐ **Other** _____

Name: QUINN, JOSEPH PAUL
(Last) (First) (Middle)

Address: 1311 CANDLELIGHT BLVD
BROOKSVILLE FL 34601

Mailing Address (if different): _____

Business Address: 2379 BROAD STREET
BROOKSVILLE FL 34609

Occupation: SENIOR REAL ESTATE SPECIALIST

Business Phone: 352-796-7211 **Home Phone:** 352-442-1829

Email address: BRICKWAGON70@GMAIL.COM

Do you reside within the City limits? ☑ Yes ☐ No

Are you a Registered Voter in Hernando County? ☑ Yes ☐ No **Voter ID #** 10461351 14

Please rank your board preference(s):
1. PLANNING & ZONING COMMISSION
2. _____
3. _____

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before? ☑ Yes ☐ No **If yes, please indicate name of board and dates of service:** POLICE OFFICERS PENSION, ADJUSTMENT & APPEALS, EXIT INTERVIEW COMMITTEE

Why would you like to serve on this board? I WOULD APPRECIATE THE OPPORTUNITY TO LEND MY PLANNING SKILLS AND EXPERIENCE FOR THE BENEFIT OF THE CITY

What special skills would you bring to this position? I HAVE OVER 25 YEARS OF PUBLIC AND PRIVATE SECTOR LAND USE AND ENVIRONMENTAL PLANNING EXPERIENCE.

List fields of work experience: IN ADDITION TO THE ABOVE NOTED WORK EXPERIENCE, I SERVED 3 YEARS ON THE HERNANDO COUNTY PLANNING AND ZONING COMMISSION, THE LAST YEAR SERVING AS VICE-CHAIR. I ALSO PREVIOUSLY SERVED ON THE CITY'S FORMER ZONING ADJUSTMENT AND APPEALS BOARD.

List any licenses and/or degrees (location & year):
B.A., USF (GEOGRAPHY, BUSINESS MINOR; 1989)
MBA, ST. LEO (STILL PURSUING)
MEMBER, AMERICAN INSTITUTE OF CERTIFIED PLANNERS (SINCE 1999)

Local References (Please list three (3)):
1. GREG AND CHERI GAMBLE, 5095 BONA LANE, BROOKSVILLE (352) 796-5974
2. PATTY MARTIN, 25460 SHAN LANE, BROOKSVILLE (352) 754-9020
3. CHARLES PRICE, 614 ERIN WAY, BROOKSVILLE (352) 796-0762

Would you have a problem with the meeting dates and times for the board/agency?
☐ Yes ☑ No
If yes, please explain:

Signed: _____ **Date:** 7/26/16

SCHEDULE OF BOARD MEETINGS
[Note – Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD	2nd TUES of each MONTH – 5:30 PM in Council Chambers
BROOKSVILLE HOUSING AUTHORITY	3rd TUES of each MONTH – 6:00 PM in Council Chambers
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