

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

AGENDA

June 15, 2009

7:00 P.M.

- A. **CALL TO ORDER**
- B. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. **CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

1. **Juneteenth Proclamation**

Presentation of proclamation commemorating June 19, 2009 as Juneteenth Day.

Presentation:	Mayor
Attachment:	Proclamation

D. **CONSENT AGENDA**

1. **Minutes**

March 16, 2009	Regular Meeting
April 20, 2009	Regular Meeting

2. **Conflict Waiver**

Consideration of conflict waiver to allow the City Attorney to draft an Interlocal Agreement with Sumter County for use of the Sumter County's solid waste facility. The Hogan Law firm is also retained by Sumter County as counsel.

3. **Contract for Sale of Jasmine Drive Tracts A&B Easements**

Consideration of contract and proposed budget amendments.

4. **Renewal of Interlocal Agreement for Creation of the Metropolitan Planning Organization (MPO)**

Consideration of renewal of agreement between the Florida Department of Transportation, the City of Brooksville and Hernando County for creation of Hernando County MPO.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Attachments:	1) Minutes; 2) Memo from City Attorney dated 06/05/09, Conflict Waiver; 3) Memo from City Attorney dated 05/27/09, Minutes from 07/12/09 Meeting, Contract; 4) Memo from Director of Community Development dated 06/02/09, Agreement

REGULAR COUNCIL MEETING AGENDA – JUNE 15, 2009

E. CITIZEN INPUT

F. REGULAR AGENDA

1. Resolution No. 2009-07 Withlacoochee Regional Water Supply Authority (WRWSA) Grant Application

Consideration of approval to apply for grant funding to reduce costs to complete the overall Radio Read Meter Conversion Project.

Presentation: Director of Public Works
Recommendation: Approval of Resolution 2009-07 upon roll call vote
Attachments: Memo from Director of Public Works dated 06/04/09, Proposed Resolution, List of Meters to be replaced

2. Great Brooksvillian of the Year

Appointment of screening committee members and approval of timelines for the celebration.

Presentation: City Clerk
Recommendation: Appointment of Members
Attachments: Memo from City Clerk dated 06/01/09, Policy No. 3-2008, Press Release

3. Hernando County Enrichment Center Agreement

Consideration of agreement between the City of Brooksville and the Hernando County Enrichment Center.

Presentation: Director of Parks & Recreation
Recommendation: Approval
Attachments: Memo from Director of Parks & Recreation dated 06/__/09; Proposed Agreement

4. Hernando County Fair Association Zoning

Consideration of a request by the Hernando County Fair Association to authorize additional time to address zoning issues.

Presentation: City Attorney
Recommendation: Approval of Agreement
Attachments: Memo from City Attorney dated 06/05/09; Proposed License Agreement; Various Correspondence

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

REGULAR COUNCIL MEETING AGENDA – JUNE 15, 2009

CORRESPONDENCE TO NOTE

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

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

City of Brooksville
Proclamation

WHEREAS, "Juneteenth" may seem to some, a rather impractical way to denote a date, unless of course, one is familiar with the connotation it invokes. It is actually the date of June 19, 1865, the date the slaves of Galveston, Texas learned they were free, almost two and one-half years after President Abraham Lincoln's issuance of the Emancipation Proclamation (January 1, 1863); and

WHEREAS, "Juneteenth" was and will always be a time for jubilation and celebration, but much more than that, a time when African Americans must reflect, respect and honor, that they were somehow able to rise, and to hope that their future generations would not fall;

WHEREAS, "Juneteenth" was originally celebrated primarily in Texas and Louisiana, yet is now celebrated in communities across the United States and beyond, commemorating African American freedom, and historically emphasizing a focus on education and achievement, and providing time for self improvement.

WHEREAS, in recent years, "Juneteenth" organizers call for a time of celebration that upholds a mission to promote and cultivate knowledge and appreciation of African American history and culture, while encouraging self-development and respect for all cultures.

WHEREAS, "Juneteenth" continues to take on a more national and even global perspective, the events of 1865 in Texas are not forgotten; and yet while these were historical steps for African Americans freedoms, we as a Nation can and do join in celebrating the steps that was for all humanity and our Nation as a whole; and

NOW THEREFORE, ON BEHALF OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, I, JOE BERNARDINI, MAYOR, do hereby proclaim June 20, 2009 as

"Juneteenth Day"

In the City of Brooksville to bring awareness and education of the abolition of slavery in America and encourage citizens of all races and nationalities in our community to join hands in celebration of freedom.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 15th Day of June 2009.

CITY OF BROOKSVILLE

Joe Bernardini, Mayor

Lara Bradburn, Vice Mayor

Joseph E. Johnston, III, Council Member

Richard E. Lewis, Council Member

David Pugh, Jr., Council Member

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

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

MINUTES

March 16, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, Richard E. Lewis and David Pugh present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Absent was Emory Pierce, Director of Public Works. Members of the Hernando Today, Hernando Times and Brooksville Belle were also present.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghiotto Beautification Award – Residential Award

Recognition of improvements to the properties of Steve Guckian located at 604, 606, 608 and 614 Lemon Avenue.

The property was reviewed by Beautification Board Chair Sally Sperling and presented by Mayor Bernardini to Steve Guckian.

Margaret R. Ghiotto Beautification Award - Commercial Award

Recognition of improvements to the property owned by Terence J. McCarthy located at 725 Desoto Avenue, occupied by the business known as The Grand LLC.

The award was again reviewed by Chair Sperling and presented by Mayor Bernardini to Mr. McCarthy and the property owner.

Beef O’Brady’s Check Presentation

Presentation of check by Beef O-Brady’s to the City of Brooksville’s Parks and Recreation Department.

Lenny Gonzalez, managing partner of Beef O’Brady’s reviewed the fundraiser of which \$700 was donated to the City of Brooksville’s Parks & Recreation Department and accepted by Parks & Recreation Director, Mike Walker.

Red Light Camera Project

Verbal update on the status of the project.

Chief of Police, George Turner updated Council on the progress of the project. He stated the program will start prior to March 23 and Council will have an update prior to the 09/10 Budget process. Greg Parks of ATS indicated the program will be live this week. He advised the legislation is moving forward to share the red light camera fees with the State. In return, cameras may be placed in State right-of-way.

REGULAR COUNCIL MEETING MINUTES - MARCH 16, 2009

John Kaputo, Director of Services stated Broad & W. MLK will be live this week followed by Broad & Wiscon & S. Cobb at West Jefferson, no later than April 23, 2009. The last two (2) sites will be N. Cobb at 50 & Broad at Cortez which will complete phase one.

Vice Mayor Bradburn asked if they could elaborate on legislation and its impact on the City. It will eliminate right of way issues and make implementation easier. He feels certain the City will be grandfathered into the program and will request a clause added to the bill. He indicated the senate bill calls for all funds to be retained by the municipality and the house bill calls for 60 percent to be retained by the municipality. There has been no discussion to elongate the amber light but there are bills in the transportation committee pertaining to that.

The permit issues include FDOT until the bill goes into effect.

Council Member Lewis recommended the notice be put on the utility bills and that signage is up. A public outreach group is working with the City to put notification on the website. City Manager Norman-Vacha stated the Public Awareness Campaign will be proceeding now that there are firm dates in place.

CITIZEN INPUT

Mayor Bernardini asked for citizen input.

Sandra Nicholson

President of the Hernando County Fair Association indicated the fair is growing closer and will be April 6-12. She distributed posters and maps. She also elaborated on parking and the plans for variances for an electronic sign as well as a civic type building which is in the very early stages of planning.

Council Member Lewis asked how much of the west parcel is in the City of Brooksville. Director Geiger indicated all of it including the east parcel as well.

Ms. Nicholson indicated the Fair Association is planning upgrades to the property. She then proceeded to cover the activities at the fair this year. The fair will include a Demolition Derby, Karaoke, Monster Truck Pulls, demonstrations, raffles and contests. The theme this year is "Raising the Stakes".

Council Member Pugh asked if the current sign could be upgraded under current code. Director Geiger indicated the existing sign is being retrofitted. If it is larger and it is electronic, it must come before Council. Ms. Nicholson indicated they are looking for a sponsor for the sign.

CONSENT AGENDA

Minutes

December 15, 2008 Regular Meeting

Mutual Aid Agreement with Hernando County Sheriff's Office

Consideration of approval of the Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with an effective date of March 31, 2009 through March 31, 2013.

REGULAR COUNCIL MEETING MINUTES - MARCH 16, 2009

Southwest Florida Water Management District (SWFWMD) Reuse Reimbursement Request #5 and Repayment of City Oversizing Costs

Consideration of reimbursement from the City to Hampton Ridge Developers, LLC, in conjunction with Reuse Reimbursement #5.

Mayor Bernardini asked for an explanation of the SWFWMD Reuse Reimbursement, which City Manager Norman-Vacha reviewed as well as Director of Finance Baumgartner.

Tom Mountain of Coastal Engineering elaborated on the usage per day.

Motion:

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

REGULAR AGENDA

Award of Property Liability & Workman's Comp Insurance RFP No. FI2009-01 to PRM

Consideration of awarding bid for insurance renewal to PRM

Director of Finance Steve Baumgartner reviewed the bid, indicating about twenty (20) hours was spent analyzing the coverages proposed. He referenced the matrix summarizing the four (4) proposals which were from PRM, PGIT, Travelers and FMIT.

He indicated staff recommendation is to continue with PRM for their windstorm coverage as well as their auto coverage. Another significant difference is PRM's premiums were the lowest overall. The coverage year runs April to April and the proposal will save the City \$103,000 this fiscal year. He also advised that this is the time the City would need to give notice to withdraw from the pool.

City Manager Norman-Vacha also gave an overview of the proposals as they relate to the City's needs. She felt property damage and storm damage to be the areas of greatest concern. Margin Clauses of each proposal were compared as well. She also indicated the addition of coverage for the Quarry/Enrichment Center will not result in additional premiums. Travelers is the exception with no 5 percent deductible of property values only if it is a named storm. They do require a 5 percent wind or hail deductible subject to \$250,000 minimum per occurrence for each location. Travelers' back-to-back storms coverage has total loss limitations of \$25 million combined for any one (1) event that would not cover the \$34 million in City property value. Sewer backup coverage with FMIT and PRM has the same level of coverage as general liability. PGIT limits \$1,000 per claimant or \$5,000 per occurrence and Travelers has a \$50,000 limit on negligent acts only with a \$2,500 deductible. Finance Director Baumgartner commented on margin clauses as well and pointed out there was no additional cost to add the property for the new Cobb Road plant.

Council Member Lewis asked about PRM's solvency. Director Baumgartner stated the actual liability is limited to a certain amount of money and they purchase reinsurance, the rating of which is in their proposals.

Council Member Johnston asked about the change in the dates of policies which affects the City's ability to budget. Director Baumgartner indicated it was related to hurricane season and a slight increase is normally budgeted for.

REGULAR COUNCIL MEETING MINUTES - MARCH 16, 2009

He further indicated the attached Resolution gives the City the option of withdrawal for next year and staff will continue their annual review of coverage.

Vice Mayor Bradburn offered appreciation to staff for their work on the matrix and pointed out significant differences between PRM and Travelers proposals such as wind damage particularly in regard to coverage of a named storm only. She indicated debris removal coverage under PRM is \$5 million and up to 25 percent of paid loss. She asked if Travelers was the only provider there was to offer. City Manager Norman-Vacha indicated that Travelers partnered with PGIT.

John Church of Brown & Brown elaborated on their proposal as it relates to storm damage and their deductibles. He reminded Council they are stewards of citizens' money and does not feel PRM is treating the City fairly. He wasn't sure what happened from the time the bids were opened, at which time Brown & Brown was over \$100,000 less than PRM. He, as well as Mike Shoal, further elaborated on claims. Vice Mayor Bradburn indicated the change is in the details presented at the time of bid. Caps and omissions in the Brown & Brown proposal would raise city liability.

Director Baumgartner indicated PRM clearly stated in their proposal that their premiums would be going down and that their submittal was not the final bid amount.

City Manager Norman-Vacha clarified the process at which staff came to the final decision. She indicated staff recommendation is based on specific levels of coverage.

Council Member Lewis indicated he does not like the 1-year opt-out clause PRM requires.

Discussion continued of the bid proposal process and evaluation of the submittals. City Attorney Jennifer Rey clarified the variations for Requests for Quotes versus Requests for Proposals. If the policy allows for re-evaluation based on property rates there may be a fluctuation in the premium based on the proposals received. It is a possibility to modify some areas, to the extent that the broker and carrier would be willing to negotiate or adjust their proposal. Council Member Pugh stated an RFP allows awarding a bid based on sufficient coverage for liability exposure.

Council Member Lewis asked if an RFP or RFQ allow for price changes after opening of the bids. Attorney Rey replied the RFP document does allow for negotiation with the broker or carrier based on proposals that they provide after one has been identified as selected. She indicated during proposal review there was discussion about coverage but there was no negotiation about price reduction or coverage change. PRM intended on modifying their price in the RFP without any action or discussion or negotiation on the part of the City in that process. Mr. Lewis asked if the original RFP stated that the City would have pending negotiations. Attorney Rey replied it was asked that they declare any areas of non-compliance and notice of a firm bid and that there would not be conditions. However, every bid came in with conditions. The RFP does not state there would be negotiation in the midst of the process.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval of staff recommendation to award bid to PRM. Motion carried 3-2 with Council Member Lewis and Council Member Pugh voting in opposition.

REGULAR COUNCIL MEETING MINUTES - MARCH 16, 2009

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval to rescind the City's opt out for the next year.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval of Resolution No. 2009-06.

City Clerk Peters read the resolution 2009-06 by headnote as follows:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BROOKSVILLE, AUTHORIZING NOTIFICATION TO
INSURANCE PROVIDER OF POTENTIAL DISCONTINUATION
OF PARTICIPATION IN PROGRAM.**

Motion carried 3-2 upon roll call vote as follows:

Council Member Johnston	Aye
Council Member Pugh	Nay
Council Member Lewis	Nay
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

Council directed staff to work with the City Manager on a budget amendment to transfer the savings amount that impacts the General Fund be placed into the Capital Improvement Fund.

ITEMS BY COUNCIL

T. Jennene Norman-Vacha, City Manager

St. Patty's Day

She reminded everyone to wear green tomorrow and wished everyone a Happy St. Patty's Day.

Joe Bernardini, Mayor

Ponce De Leon & Jefferson Street

Mayor Bernardini asked about pedestrian and bicycle traffic violations and recommended law enforcement advise of violations. Chief Turner advised he will put out an order.

Vagrants at City Hall

He is concerned with evening hours and the safety of City employees. Chief Turner will look into.

Beef O'Brady's Contribution

Mayor Bernardini thanked them for the donation which will go into the McKethan Capital Fund.

REGULAR COUNCIL MEETING MINUTES - MARCH 16, 2009

Crosswalk at City Hall

He spoke with the City Manager concerning pedestrian traffic in and out of City Hall to and from the parking lot.

Florida League of Cities Committees

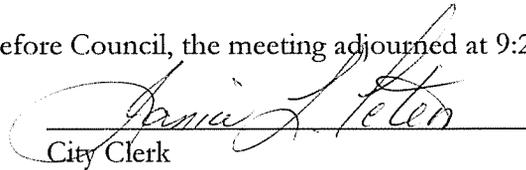
He indicated he is having a problem making the meetings. Vice Mayor Bradburn elaborated on the meetings stating League staff alters the committees' recommendations. She will meet with the president of the league to discuss the issue.

Condolences

Mayor Bernardini extended his condolences on behalf of City Council and the citizens of Brooksville to Mary Cason and her family with the recent passing of her mother.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:25 p.m.



City Clerk

Attest: _____
Mayor

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

MINUTES

April 20, 2009 2009 Volunteer Appreciation Reception 6:30 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, Richard E. Lewis and David Pugh present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Member of the Hernando Times was also present.

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

The Mayor asked that the Request for Waivers be moved to after Certificates, Proclamations and Presentations. Council concurred.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval. Motion carried 5-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

National Volunteer Week April 19 – 25, 2009

Presentation of proclamation declaring April 19-25 as National Volunteer Week and honoring our citizens that volunteer their valuable time and make a difference in the City of Brooksville.

Mayor Bernardini read the National Volunteer Week proclamation in its entirety.

Recognition and Appreciation of Volunteers

All the City's board members were recognized by Council and City Manager Norman-Vacha. Token gifts of appreciation and longevity certificates were distributed to the volunteers who were present.

A 10-minute break was taken.

Arbor Day Proclamation

Presentation of Proclamation supporting Arbor Day in our community, which will be recognized at a Beautification Board event to be held on Friday, April 24, 2009, 10:00 a.m., at City Hall.

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

Mayor Bernardini read the proclamation in its entirety and presented it to Sally Sperling, Chairman of the Beautification Board.

Margaret R. Ghiotto Beautification Award – Residential Award

Recognition of improvements to the property of Craig & Deevon Quirolo, located at 222 E. Liberty Street.

Chairman Sperling reviewed the residential award. She and Mayor Bernardini presented it to the Quirolos.

Margaret R. Ghiotto Beautification Award - Commercial Award

Recognition of improvements to the property owned by Blair Hensley, located at 1112 E. Jefferson St., occupied by the business known as Coney Island Drive Inn.

Chairman Spelling reviewed the commercial award. She and Mayor Bernardini presented it to Blair Hensley.

REQUEST FOR WAIVERS

1ST Annual Captain Scott M. Bierwiler Co-ed Softball Tournament

Consideration of waiver in the amount of \$960 for tournament fees and the base rent for use of the JBCC hall and kitchen.

Captain Drinkard and Captain Jernigan, captains of the teams agreed upon that if the city employee could play on both teams and should they have to play each other the captains would flip a coin to see which team she would play for.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Pugh for approval of waiver. Motion carried 5-0.

Attorney Hogan asked about the insurance coverage. Director Walker confirmed that it is in place.

Jason Jernigan indicated he is heading up the tournament and that all the money will go to the Bierwiler family. He invited all to attend as family events will be available as well.

CITIZEN INPUT

Mayor Bernardini asked for public input.

Sally Petrie, Brooksville Business Alliance

Market on Main Street

She reviewed all the activities sponsored by the Brooksville Business Alliance. She added that as a merchants group, they are upset about the closing of Main Street every Saturday since the businesses along Howell Avenue are suffering because of the closure for the Farmers Market, sponsored by another group. She urged Council to make a decision pertaining to the closing soon.

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

City Manager Norman-Vacha reviewed the letter Ms. Petrie submitted the previous Friday. Since then the group that organizes the Farmers Market has taken the Market on Main Street's name off the petition in support of the closing of Main Street in front of the Court House. There are 357 signatures in favor of keeping the Farmers Market on Saturdays and 21 against the weekly street closure. She indicated she is working toward a resolution, which may include signage.

Council discussed the issue, which included asking SunTrust or the Methodist Church to use their parking lots. On the other hand it was noted that it does make the downtown area pedestrian friendly and brings customers to the businesses in the area. It was recommended that signage be considered and continue with the Saturday street closure. City Manager Norman-Vacha will spot check the signatures on the petitions for confirmation of their intentions.

Sally Petrie indicated Council's recommendation that businesses come downtown to sell during the markets as was initially intended.

Margaret Legone

She asked Council to keep in mind that it is impacting the business down Howell Avenue. She indicated she doesn't want the Farmers Market to go away, just to move from the street having to be closed.

Tony Legone

He recommended closing Fort Dade Avenue to have the market.

Dan Patrick

He spoke in favor of keeping the Farmers Market open with the closing of the street.

Shannon Pettry

She indicated other cities close Main Street for the same purpose and spoke in favor of the market continuing.

Council Member Lewis indicated St. Petersburg has a similar market.

CONSENT AGENDA

Award of Natelle/Mildred Avenue Water Line Extension Bid No. UD2009-05

Consideration of awarding bid for Natelle Avenue Waterline Improvement Project to BRW Contracting Inc. for the not-to-exceed amount of \$57,681.50 and the Mildred Avenue Waterline Improvement Project (Addendum #1) to Goodwin Bros. Construction Inc. for the not-to-exceed amount of \$73,091.

Vice Mayor Bradburn asked if these would be 8" waterlines. Director Pierce confirmed and stated it is because the pressure is much greater in lower elevations and doesn't need the 12".

Motion:

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

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

PUBLIC HEARINGS

Alcoholic Beverage Location Permit

Consideration of Alcoholic Beverage Location Permit for property located at 811 S. Broad Street.

Director Geiger reviewed the request and indicated it is zoned C-2 and meets all the criteria to hold the permit. He indicated the property owner requested the beverages be limited to beer and wine only. He clarified the licensing as determined by State regulations. Attorney Rey indicated Council would have to amend the code to specify different alcohol regulations.

Council Member Johnston indicated there are a number of businesses at 811 South Broad Street and asked if this certificate would be specifically for Subs & More. Director Geiger indicated each business in the plaza has a different address and 811 is specific to Subs & More.

Mayor Bernardini asked for public input; there was none.

Dan Patrick, owner of the property, was present and had no objections to the licensure.

Council consensus was to review the code concerning the issue.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of the Alcoholic Beverage Location Permit request with the condition that beer and wine only be served. Motion carried 5-0.

REGULAR AGENDA

Ordinance No. 768A – Small Scale Comprehensive Plan Amendments – Petitioner: Innovators Investment Group, LLC and Brooksville Hotel and Office Park, LLC

Consideration of a request for a change to the Future Land Use Map designation from Residential (County) to City Single-Family Residential for a 0.95 acre \pm parcel and from Residential (County) to City Commercial for a 4.81 acre \pm parcel. Both parcels are located on the North side of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue.

Director Geiger indicated he knew the EAR based amendment had to be done but took the chance previously that DCA would approve the amendment.

Steve Gouldman indicated the issue had been previously reviewed by Council in 2008 and it has been re-advertised. He briefly reviewed the specifics of the property and verified that it is the exact same amendment previously submitted.

Vice Mayor Bradburn asked Mr. Gaylor to confirm that what was formerly the Hogan Property will remain residential and traffic will not be able to pass through to Mildred Avenue. He confirmed.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval.

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

City Clerk Peters read Ordinance 768-A by headnote as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING AMENDMENTS TO THE FUTURE LAND USE MAP AND ELEMENT OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Bernardini asked for public input; there was none.

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

Council Member Johnston	Aye
Council Member Pugh	Aye
Council Member Lewis	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

Ordinance No. 773 - Chamizo Rezoning Request

Consideration of request for rezoning from R-1A Single Family Residential with a Special Exception use for an educational facility to C-1 Commercial District

Director Geiger reviewed the request for the rezoning indicating the petitioner initially requested a C-2 designation but after detailed discussion regarding potential future use, staff felt C-1 was more appropriate and provides for a lot less permitted uses due to the close proximity of residential districts.

Referring to the Future Land Use Map, Director Geiger indicated the property is surrounded with future land use as commercial, including the Chamizo property. Further, he stated consideration for this property to go to some level of commercial use in the future is appropriate based on our own future land use map designation and its proximity to the commercial district along U.S. 41. The Planning and Zoning Commission concurred with staff to recommend that City Council approve the rezoning of the property from R-1A to C-1 at its April 8, 2009 meeting, subject to the following note of record:

Future redevelopment/construction plans or change of use for this property will be analyzed for any additional impact to roads, utilities, drainage, public services, the environment and all other applicable land use criteria, and will be subject to meeting all federal, state and local agency permitting requirements. At the time when a change of use is proposed for this property, the plans will be subject to concurrency, impact fee assessment (if it is an increase over existing vested use) and applicable performance standards of the zoning district.

Vice Mayor Bradburn inquired if a sidewalk will be required as in past rezonings. Director Geiger indicated it should be added as a stated condition of any change of use in the future. Vice Mayor Bradburn asked that it be specifically referred to.

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

Council Member Lewis asked if C-1 allows for the parking of rock trucks because there has been one parked there. Director Geiger indicated C-1 is a commercial district and felt it would allow for it but he will check. Council Member Lewis' concern is that it is serviced at the site.

Mayor Bernardini indicated the bicycle shop, most residents felt would be ok, but noted Council is not approving a bicycle shop but a rezoning to C-1. He read the list that C-1 zoning would allow, which includes convenience stores, antique stores, personal services establishments, printing and publishing services establishments, business training offices, restaurants, commercial amusement establishments, mortuary, funeral homes and crematories, etc. Another concern of Mayor Bernardini was that the signage posted was on the ground. Further he indicated he cannot support the C-1 rezoning at this time because of the broad applications.

Council Member Lewis expressed concerns over lack of parking, drainage, etc., and felt it to be more of a professional or business node. However, he would not have a problem with approving a special exception for a bicycle shop.

Motion:

Motion was made by Council Member Lewis to deny the request.

Vice Mayor Bradburn stated her preference would be to ask the petitioner to withdraw their petition since it would be a year before they could reapply should Council deny the petition.

Motion died for lack of a second.

Council Member Pugh felt the future land use code needs to be changed, that C-2 zoning is located just across the street. Extensive discussion of the current zoning ensued, after which Council Member Lewis recommended offering the petitioner a P-1 designation.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis to table the item in order to give the petitioner the option to withdraw or reevaluate their request. Motion carried 5-0.

Discussion continued during which Mayor Bernadini recommended informing surrounding landowners of businesses that could possibly go in the space and for the petitioner to make sure the signage posted on the property remains up. Council Member Lewis recommended making the signage larger. Council Member Pugh recommended following the county's procedure for posting property. Council consensus was to send the list of possible businesses with the letters of notification to surrounding properties.

Personnel Policy Amendments

Consideration of updates to the Personnel Policy as follows:

- a) Section 1.14 Licensure & Identification

Attorney Rey indicated that if an employee is required to have a license or certification to obtain their job this requires them to maintain that licensure to keep their job.

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

Vice Mayor Bradburn asked if it could be required of maintenance personnel to wear an identification badge and expressed safety concerns badges can pose. City Attorney Rey indicated the language can be modified to allow them to carry identification with them.

Motion:

Motion was made by Council Member Pugh and seconded by Vice Mayor Bradburn for approval. Motion carried 5-0.

b) Section 2.05 Personnel Records

Attorney Rey indicated this section outlines controls placed on the confidential and medical records information contained in the files and provides notice to employees upon a request to review a personnel file. The City will make a reasonable effort to notify the employee that a request has been made to review their record. Such notification will not hinder public access.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval. Motion carried 5-0.

c) Section 7.03 Group Insurance Plan (with Opt-out Payment)

City Attorney Rey indicated this to be a new policy and reviewed both options, indicating this section provides for reimbursement to employees who have outside group coverage.

Vice Mayor Bradburn reminded Council that she is still in opposition of the opt-out option. Council Member Johnston indicated he would be opposed since paying an employee a premium would increase their salary instead of providing a benefit. Council Member Lewis indicated he wants to offer a reimbursement to all employees.

d) Section 7.03 Group Insurance Plan (without Opt-out Payment)

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval of d) Section 7.03 Group Insurance Plan (without Opt-out Payment). Motion carried 4-1 with Council Member Lewis voting in opposition.

Mayor Bernardini asked for public input; there was none.

ITEMS BY COUNCIL

David Pugh, Jr., Council Member

Council Member Pugh apologized for missing the last meeting.

Hernando County Fair Association

He asked about the HCFA's attorney stating they do not need an additional permit to do any improvements. Director Geiger explained that they have complied with all permitting requirements but land-use issues are being worked on.

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

Joe Johnston, Council Member

Stubb Street Hydrant Culvert

Council Member Johnston indicated the culvert has been taken care of.

Main & Ft. Dade Street Repair.

Director Pierce indicated he hoped to get to the blockage this week. Two (2) pieces of culvert collapsed, the County fixed one and the other should be fixed this week. He added that Howell Avenue is due to be paved this week.

Financials

Council Member Johnston inquired as to the discrepancy of sewer revenues being down with water revenues being up for January/February 2009. Director Baumgartner replied it could be adjustments and will check on it.

Lara Bradburn, Vice Mayor

Visit to Tallahassee

Vice Mayor Bradburn indicated she had been to Tallahassee on behalf of the Metropolitan Planning Organization (MPO). She advised there are bills progressing that could dramatically affect our ability to upgrade and expand infrastructure in the coming years which dismantles concurrency rules as it pertains to transportation. However, there are some amendments that could improve the bills if passed by the House.

Bus Issue

The bus issue is still up for debate and DOT will meet with MPO on April 28th concerning options available to the County. She indicated that unless the County has some form of a bus system we will be left out of regional planning.

US41 Landscaping Project

Director Geiger indicated the median is very narrow and the DOT contacted him and the architect and indicated the space was too narrow to plant after going back eighteen (18) inches from the curb. Vice Mayor Bradburn indicated she is upset that the space was cemented without direction from Council. Council Member Lewis indicated concern over the water faucet that was left sticking up in the middle of the concrete that could pose a tripping hazard to pedestrians.

Extensive discussion of the project ensued, during which Vice Mayor Bradburn indicated she and Mike Hughes met with the extension office to come up with a collection of thriving plants for the medians. They plan to meet with the landscape architect and DOT to draft a reasonable plan and will keep Council apprised of the progress.

City Manager Norman-Vacha indicated this will be brought back to Council at the next meeting for further discussion.

REGULAR COUNCIL MEETING AGENDA – APRIL 20, 2009

Richard E. Lewis, Council Member

Group Insurance Plan Opt-Out Payment option

He thanked Council for listening to the proposals and considering the Group Insurance Plan Opt-Out Payment option but expressed concerns with them not adopting it and does not feel it should be offered to one (1) employee and not others.

Thomas S. Hogan, Jr. City Attorney

Code Review

Attorney Hogan indicated Code review is moving forward.

Joe Bernardini, Mayor

Employee Appreciation

Mayor Bernardini expressed congratulations to City Clerk Janice Peters who is now a Certified Municipal Clerk.

Week of the Young Child

He was pleased to report that the event was well attended.

Arbor Day

Mayor Bernardini reminded everyone that Arbor Day is on Friday.

HLF Fishing Tournament

He indicated he won a bicycle he had bid on and the event raised \$13,000 for Hospice.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 10:20 p.m.

Attest: _____
Mayor

City Clerk



**CONSENT
AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER

FROM: JENNIFER C. REY, ESQ.
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY

SUBJECT: CONFLICT WAIVER – INTERLOCAL AGREEMENT ON WASTE
MANAGEMENT

DATE: JUNE 5, 2009

GENERAL SUMMARY: The City has advised the Firm that it wishes to draft an Interlocal Agreement with Sumter County regarding the use of Sumter County's solid waste facilities as an additional resource for the City's solid waste management disposal services. The Hogan Law Firm, LLC has the pleasure of representing the City of Brookville and is also retained as the County Attorney for Sumter County. In compliance with Rule 4-1.7 of the Rules of Professional Conduct of the Florida Bar, the City and County are being advised of a possible conflict of interest with respect to the negotiation of this Interlocal Agreement. In the event that the City desires that the Firm proceed in drafting the Interlocal Agreement, regardless of the possible conflict of interest, a conflict waiver form is required. A conflict waiver form is attached for Council's review. A similar waiver is being provided to Sumter County.

BUDGET IMPACT/BUDGET AMENDMENT: None.

LEGAL REVIEW: Pursuant to Rule 4-1.7 of the Rules of Professional Conduct of the Florida Bar, a conflict of waiver is required in order for the Firm to proceed.

RECOMMENDATION: Should Council desire that The Hogan Law Firm LLC proceed in drafting\negotiating an Interlocal Agreement on Solid Waste Management with Sumter County, Council would need to authorize the Mayor to sign the conflict waiver.

ATTACHMENTS: Conflict Waiver



We mean business™

WAIVER OF CONFLICT OF INTEREST

The Hogan Law Firm is retained as City Attorney for the City of Brooksville, a municipal corporation, (City) and as County Attorney for Sumter County, a political subdivision of the State of Florida, (County). The City and County desire to enter into an Interlocal Agreement for Solid Waste Disposal (Agreement). The City and County have directed THE HOGAN LAW FIRM, LLC (Firm) to draft the Agreement. In compliance with Rule 4-1.7 of the Rules of Professional Conduct of the Florida Bar, the City and County have been advised of a possible conflict of interest. This possible conflict of interest has been explained fully to both parties and both parties agree that the Firm will be able to provide competent and diligent representation to each party. Both parties desire that the Firm proceed in drafting the Agreement, regardless of a potential conflict of interest, and the parties understand that if litigation arises between the parties, the Firm will not represent either party. Both the City and County have been advised to have separate counsel review the Agreement.

Therefore, the City and County hereby release THE HOGAN LAW FIRM, LLC, its agents, employees, legal representatives, directors, and assigns, from any liability regarding a possible conflict of interest arising out of the drafting of the Agreement referenced above.

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

SUMTER COUNTY, a political subdivision of the State of Florida

By: _____
JOE BERNARDINI
Mayor
Date signed: _____

By: _____
Garry Breeden
Chairman, Board of County Commissioners
Date signed: _____

ATTEST:
JANICE PETERS, City Clerk

ATTEST:
GLORIA HAYWARD, CLERK OF COURT

(Seal)

(Seal)

By: _____
Date signed: _____

By: _____
Date signed: _____



**CONSENT
AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER *[Signature]*

FROM: JENNIFER C. REY, ESQ.
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY *JCR*

SUBJECT: JASMINE DRIVE TRACTS A AND B EASEMENTS – CONTRACT FOR SALE

DATE: MAY 27, 2009

GENERAL SUMMARY: On July 12, 2005, the City Council approved the sale of two tracts of City property to the County for purposes of completing improvements along Jasmine Drive. (See Exhibit A). Two parcels were approved for sale as follows:

1. City Tract A – .36 acres along the City’s cemetery property on the west side of Jasmine Drive valued at \$20,000 per acre; approved sale price of \$7,300.
2. City Tract B - .825 acres of the Good Neighbor Trail on the east side of Jasmine Drive valued at \$25,000 per acre; approved sale price of \$19,800.

As Tract B is part of the Good Neighbor Trail Project which was subject to a grant agreement with the Florida Communities Trust (FCT), the City Council’s approval of the sale of Tract B was conditioned on the approval of the FCT. As of November 3, 2005, the FCT notified the City that it approved the City’s request to sell Tract B, provided that the sale price is paid to the FCT. The FCT amended its grant agreement and provided a new legal description for the grant agreement excluding Tract B. The City Council approved the amended FCT grant agreement on December 19, 2005.

At the initial closing on the sale Kent Eppley, of Stewart Title Company, determined that a discrepancy existed between the legal description of Tract B as provided by the survey and appraisal completed by the County and the legal description of that same parcel as contained in the survey and deed recording the transfer from the Railroad Company to the City. The title company contacted the prior surveyor and requested that they reassess their legal description; however, the surveyor stands by its original survey. The title company also contacted the Railroad Company and requested that they issue a corrective deed. However, the Railroad Company refused to do so. Therefore, the conflict in legal descriptions was not resolved.

The County is asking to proceed with a contract for sale of the parcels and move to close on the transaction because they have already proceeded with awarding the contract for the expansion of Jasmine Drive. The attached contract for sale includes provisions to address the legal description discrepancy.

BUDGET IMPACT/BUDGET AMENDMENT: The County is to make payment to the City in the amount of \$27,100 for the sale of both Tracts A and B; however, by contract the City is to pay the Florida Communities Trust for the proceeds of the sale of Tract B which is \$19,800. A budget amendment is required to credit the revenue account entitled Proceeds of the Sale of Fixed Assets-Government (001-000-364-48840) for the amount of \$27,100. The second amendment requires debiting the expenditure account entitled Grants & Aids to Government Agencies (001-009-590-58100) for \$19,800. The third amendment is requesting permission to use the remaining funds of \$7,300 from the sale to replace the metal roof at the Cemetery Office and replace the roof on the historic Old Gazebo Building. The Budget amendment would be budgeting \$7,300 for Cemetery Building (001-017-539-55620) which would replace those two roofs.

LEGAL REVIEW: The City Attorney has negotiated the contract for sale with the County and has reviewed the attached agreement for appropriate legal form.

STAFF RECOMMENDATION: Staff recommends that Council authorize the Mayor to sign the contract as proposed and attached and approve 08 09 Budget amendments as presented.

ATTACHMENTS: Contract for Sale and Purchase of Real Estate.

EXHIBIT A

REGULAR CITY COUNCIL MEETING - JULY 12, 2005

Hernando County Jasmine Drive Realignment and Property Acquisition

Review of proposal from the County to acquire certain properties from the City, especially as it relates to the maintenance issue of phase one of the Good Neighbor Trail, which includes the construction of the trail from the Trail Head to Jasmine Drive.

County Engineer Mixson informed Council the realignment is being done from Jasmine Drive to Mondon Hill and that all railway right-of-way is being used. He discussed several points of interest, including the second phase of the trail, using an overhead projector to show locations and asked for Council's approval of the proposal.

Johnston* (Corrected 2/6/06 _____)

Mayor ~~Johnson*~~ asked if there were any restriction on selling the railway right-of-way. City Manager Anderson answered that we may need State approval and possibly need to refund a portion of money and remit the proceeds to the State. Council Member ~~Johnson*~~ asked if it could be donated. County Engineer Mixson answered there had to be a public need or public good for doing it, but money-wise he is not sure how it is handled. He stated they are buying right-of-way now and ready to move forward with the realignment of Jasmine.

Council Member Staib asked if Mr. Bronson had been heard from regarding Phase II. City Manager Anderson answered Mr. Bronson indicated that he has finalized the alignment.

Council Member Staib asked how much further out McIntyre the trail would come out. County Engineer Mixson replied that there were several ways to go. They are waiting for Mr. Bronson but that wherever it is, they can tie into it.

(Corrected 2/6/06 _____)

Vice Mayor Pugh said/this is the road that we committed 75% of the transportation impact fees ~~from~~ for. He asked about the traffic analysis and if it is possible to get a copy of how this is going to improve it. He stated the Developer wanted 900 units, we gave them 600 units. County Engineer Mixson replied that they have impact fees for this already. He added there are other improvements that can be made out there.

Motion:

Council Member Wever moved for approval of the sale of the portion of cemetery property; seconded by Council Member Burnett. Motion carried 5-0.

Motion:

Council Member Wever moved for approval of the sale of the portion of rails to trails subject to State approval (parcel a) and commitment to extend the rails to trails along Jasmine Drive; seconded by Council Member Burnett. Motion carried 5-0.

Waiver of Fees - Parks Department

Consideration of user fee waivers as follows:

American Cancer Society

Consideration of request to waive estimated fees of \$475.00 for use of Tom Varn Park for Relay for Life on April 28 & 29, 2006.

Director Walker requested the waiver of \$475 in fees.

Project Name: Jasmine Drive
Property Appraiser Parent Tract Parcel I. D. Nos:
R23 42210000000700000
R24 422 19 0000 0050 0000

COUNTY OF HERNANDO
STATE OF FLORIDA

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT made and entered into on this _____ day of May, 2009, by and between **CITY OF BROOKSVILLE**, a municipal political subdivision of the State of Florida, whose address is 201 Howell Avenue, Brooksville Florida 34601, hereinafter referred to as "Seller," and **HERNANDO COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 North Main Street, Room 460, Brooksville, Florida 34601, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, said Buyer requires the acquisition of the lands more specifically described in Exhibits "A" and "B," attached hereto and incorporated herein by reference (the "Property"), for the Jasmine Drive road improvements from Cortez Blvd. (S. R. 50) to Mondon Hill Road, and said Seller is required to furnish same for such purpose:

JASMINE DRIVE ROAD IMPROVEMENT PROJECT

NOW THEREFORE, in consideration of the premises and the sum of ten dollars and no cents (\$10.00) each paid to the other, and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **PURCHASE PRICE**. The Seller agrees to sell and convey unto the Purchaser, for the sum of \$27,100.00, the following parcels:
 - a. City Tract A (cemetery) (Ex. A) Fee Simple consisting of 0.364 acres \$ 7,300.00
 - b. City Tract B (RR ROW) (Ex. B) Fee Simple consisting of 0.825 acres \$19,800.00

Total \$27,100.00

2. **ACCEPTANCE**. If this Contract for Sale and Purchase of Real Estate (hereinafter called "Agreement") is not accepted and executed by the Seller on or before May 31, 2009, (unless extension of the acceptance date herein is mutually agreeable by both parties), the Buyer's offer contained in this Agreement is withdrawn and is thereafter null and void. **THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE AND HERNANDO COUNTY BOARD OF COUNTY**

COMMISSIONERS (BOCC). If the City Council or the BOCC does not approve this Agreement and all the terms and conditions hereof, the Buyer or Seller shall notify the other party thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. COSTS. This Agreement and conveyances contemplated herein are made under the threat of condemnation or as part of an out of court settlement of condemnation proceedings and are, therefore, immune from documentary stamp tax under Florida Dept. of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993) and exempt from documentary stamp tax under Rule I 2B-4.0 14, Florida Administrative Code.
4. EFFECTIVE DATE; FACSIMILE. The date of this Agreement shall be the date when the last one of the parties (Buyer or Seller) has signed the Agreement (hereinafter the "Effective Date"). A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.
5. CONVEYANCES. Upon payment of the Purchase Price, Seller shall convey Tract A as described in paragraph 1 above in Fee Simple to the Buyer by Warranty Deed, free and clear of all leases, liens, mortgages and other encumbrances except taxes and assessments for the year in which the closing shall occur; and shall convey Tract B as described in paragraph 1 above in Fee Simple to the Buyer by Quit Claim Deed, in an as-is condition with no warranties or representations. Any exceptions to clear title identified on a commitment for title insurance or which otherwise affect marketability with respect to Tract B shall be the sole responsibility of Buyer.
6. TITLE INSURANCE.
 - a. Tract A: The Buyer, at its expense, shall obtain a title insurance policy issued by Stewart Title, LLC whose address is 111 North Main Street, Brooksville, Florida 34601, insuring the Buyer's title to Tract A in the amount of the purchase price set forth in paragraph 1 above, upon closing this transaction. If the Buyer finds the title to be unmarketable, or if the Buyer cannot obtain a commitment for the issuance of a title insurance policy on fee simple title, the Buyer shall notify the Seller in writing, prior to the date set for the closing, specifying the defect(s) which exist with respect to the title of the Property, and the Seller shall have twenty (20) days after receipt of such written notice in which to cure such defect(s) in title to the reasonable satisfaction of the Buyer, its attorney, or Buyer's title insurance company, and this sale shall be closed within ten (10) days after the Seller curing such defect(s) and receipt of written notice thereof to the Buyer or its attorney. Upon the Seller's failure to cure defect(s) in title, of which written notice has been given by the Buyer within the time provided herein, the Buyer may avail itself of any remedy in equity or at law, including but not limited to specific performance, and terminate this Agreement, or may close the sale of the Property in the same manner as if no such defect(s) had been found.

- b. Tract B: The Buyer, at its expense, may, but shall not be required to, obtain a title insurance policy issued by Stewart Title, LLC whose address is 111 North Main Street, Brooksville, Florida 34601, insuring the Buyer's title to Tract B in the amount of the purchase price set forth in paragraph 1 above, upon closing this transaction or at any subsequent time. Buyer agrees to accept title "as is" and shall be fully and completely responsible for the costs to clear any defects identified in a title insurance commitment for Tract B including but not limited to defects related to matters of survey and legal descriptions. Curing of all title defects and discrepancies, including discrepancies of survey, shall be borne solely by Buyer.
7. CLOSING DATE. Subject to the curative period provided in paragraph 6a., the sale shall be closed and the Deed and Easement shall be delivered to the Buyer within thirty (30) days after approval of this Agreement by the BOCC unless an extension of the closing thereof is mutually agreed to by both parties.
8. POSSESSION. The Seller shall deliver occupancy and possession of the Property to the Buyer on or before the date of closing.
9. ACCESS AND PRELIMINARY WORK. The Buyer and its contractors or agents shall have the right of ingress and egress to the Property from the Effective Date and until the closing of this transaction shall occur, unless this Agreement is terminated by default in performance of any of the terms and conditions of this Agreement; for the purpose of surveys, engineering studies, environmental assessments, preliminary construction work or other similar activities prior to closing of this transaction.
10. SURVEY. The Buyer may, at its expense, obtain a survey of the Property certified in a manner sufficient for issuance of a Title Policy deleting the survey exceptions, and certified to the Buyer and Title Company. If the survey shows any encroachments on Tract A of the Property or that any improvements located on Tract A of the Property encroach on other lands, written notice thereof shall be given to the Seller to remove such encroachments within fifteen (15) calendar days after receipt of such written notice. Seller shall have no obligation to cure any defects or legal description deficiencies as to Tract B. If the Seller shall fail to remove or cure said encroachments as to Tract A within the time set forth herein, the Buyer, at its option, may terminate this Agreement and all rights and liabilities arising hereunder; or may close the sale in the same manner as if no such encroachments had been found.
11. TAXES AND LIENS.
- a. Taxes, assessments, rent, interest, insurance and other expenses on the Property shall be prorated through the date of closing. The proceeds shall be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the year in which the closing occurs cannot be ascertained, rates, millage and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and

assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of closing, if any. In the event Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector, if any.

- b. At the closing, Seller shall furnish to Buyer an Affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements made to the property for ninety (90) days immediately preceding date of closing. If the property has been improved within ninety (90) days of closing, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Agreement. Any releases or waivers will be in addition to the Seller's lien affidavit.

12. ENVIRONMENTAL. Seller makes no representations or warranties as to the environmental conditions of the Property. Buyer may, at Buyer's option, investigate environmental issues as to the Property, at its sole expense. If any time between execution hereof and the closing the Buyer determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as Contaminants) on the Property, the Buyer may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such Contaminants had been found.

13. PUBLIC DISCLOSURE. If Seller is a corporation, partnership, limited partnership, trust or enters into this Agreement in any form of representative capacity whatsoever for others, then ten (10) calendar days prior to closing, the Seller shall furnish to the Buyer an Affidavit in compliance with Section 286.23, Florida Statutes. At the closing, the Seller shall furnish the Buyer with the Seller's Non-Foreign Corporate Affidavit required by Section 1445(b)(2) of the United States Revenue Code to relieve the Buyer from withholding any income or capital gains taxes on the purchase price.

14. PERSONS BOUND. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include

the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

15. SURVIVAL. Any provision of this Agreement which by its nature and effect is required to be observed, kept, or performed after closing shall survive the closing and shall not be merged therein but shall remain binding upon and for the benefit of the parties hereto and their respective successors and assigns until fully observed, kept or performed. Except as expressly provided herein, Seller makes no warranties, terms and conditions in this Agreement.

IN WITNESS WHEREOF, the parties and/or the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:

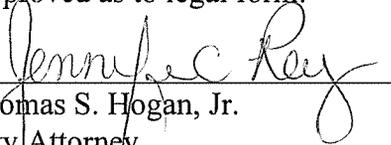
CITY OF BROOKSVILLE, a municipal political subdivision of the State of Florida,

By: _____ (Signature)

Printed Name: Joe Bernardini

Title: Mayor

Approved as to legal form:



Thomas S. Hogan, Jr.
City Attorney

Date

Buyer:

HERNANDO COUNTY, a political subdivision of the State of Florida.

BY: _____ David Russell, Jr., Chairman

Approved for form and legal sufficiency:

_____ Dated:

County Attorney's Office

EXHIBIT A
TRACT A DESCRIPTION

A portion of the Southeast 1/4 of Section 23, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southeast corner of said Section 23; thence along the South boundary of the Southeast 1/4 of said Section 23, S.89°31'07" W., a distance of 25.00 feet to the Westerly right-of-way of Jasmine Drive for a POINT OF BEGINNING; thence continue along the South boundary of the Southeast 1/4 of said Section 23. S.89°31'07" W., a distance of 15.00 feet; thence N.0016°43'W, a distance of 575.88 feet; thence N.89°53'12"W, a distance of 5.00 feet; thence N.0016°43"W., a distance of 300.01 feet; thence S.89°53'12"E., a distance of 5.00 feet; thence N.0016°43@W., a distance of 80.95 feet; thence N.89°43'17"E., a distance of 15.00 feet to the Westerly right-of-way of Jasmine Drive; thence along the Westerly right-of-way of Jasmine Drive, S.0016°43" E., a distance of 956.78 feet to the POINT OF BEGINNING.

Containing 0.364 acres more or less.

EXHIBIT B
TRACT B DESCRIPTION

A portion of the Southwest 1/4 of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of sold Section 24; thence along the West boundary of the Southwest 1/4 of said Section 24, N.0016°43"W. a distance of 1,504.15 feet to the Southerly, right-of-way line of the former Seaboard Coastline Railroad, thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12" E a distance of 31.69 feet to the East maintained right-of-way of Jasmine Drive per Right-of-way Book 2, Pages 29 through 36 of the Public Records of Hernando County, Florida, for a POINT OF BEGINNING; thence along the East maintained right-of-way of said Jasmine Drive. N.00°16'35"w., a distance of 126.74 feet to the Northerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Northerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 279.25 feet; thence S.19°12'48"E., a distance of 120.00 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad. S.70°57'12"W, a distance of 320.03 feet to the POINT OF BEGINNING.

Containing 0.625 acres more or less.

This legal description is prepared without benefit of title exam, title insurance, or opinion and Seller makes no warranties of same.

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Bill Geiger, Community Development Director
Subject: Renewal of Interlocal Agreement for Creation of the Metropolitan Planning Organization (MPO)
Date: June 2, 2009

General Information:

The *Interlocal Agreement for Creation of the Metropolitan Planning Organization (MPO)* was executed in 2004 between the Florida Department of Transportation, the County of Hernando and the City of Brooksville. It is a requirement of the Agreement for it to be reviewed once every five years allowing the Governor to examine the composition of the MPO membership and reapportion it as necessary to comply with Florida Statutes. Also, during the Governor's examination period, the MPO shall review the validity of the contents of the Agreement.

The purpose of the Agreement is to establish the Hernando County Metropolitan Planning Organization, define its responsibilities, establish its organization and composition, authorities, powers, duties and other reporting and recordkeeping provisions as contained in the Agreement. The Florida Department of Transportation has provided the attached updated Interlocal Agreement for Creation of the Metropolitan Planning Organization (MPO) for execution. No changes are being made to the composition of the MPO. The Board of County Commissioner's are slated to take action on this Agreement on June 9, 2009.

Budget Impact:

Per the Agreement, the Florida Department of Transportation allocates to the MPO an appropriate amount of federal transportation planning funds. These funds are recognized during the fiscal year and are received as a reimbursement of eligible expenses.

Legal Statement:

The City Council is authorized to act on this matter pursuant to s. 163.01, Florida Statutes. The Interlocal Agreement has been reviewed and approved as to form and content by the City and County Attorney's Offices.

Recommendation:

It is recommended that the City Council approve the attached Interlocal Agreement and authorize the Mayor's signature thereon.

Enclosure: Interlocal Agreement for Creation of the Metropolitan Planning Organization

pc: file

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**; the **COUNTY OF HERNANDO**; and the **CITY OF BROOKSVILLE**.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U.S.C. 134 and 49 U.S.C. 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, 23 U.S.C. 134, as amended by the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (Public Law 110-224, 122 Stat. 1576), 49 U.S.C. 5303-5307, 23 CFR 450.306, and Section 339.175, F.S., provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 U.S.C. 134(b), 49 U.S.C. 5303, 23 CFR 450.306(a), and Section 339.175, F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175(3), F.S., by letter to MPO Chairperson dated February 13, 2004, the Governor has agreed to the apportionment plan of the members of the Hernando County Metropolitan Planning Organization (MPO) as set forth in this Agreement;

WHEREAS, pursuant to 23 CFR 450.306(c), and Section 339.175(1)(b), F.S., an Interlocal Agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO;

WHEREAS, the Interlocal Agreement is required to create the **HERNANDO COUNTY** Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), F.S.;

WHEREAS, pursuant to Section 339.175(1)(b), F.S., the Interlocal Agreement must be consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and,

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, F.S.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS AND DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

DEPARTMENT shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), F.S.

Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 U.S.C. 134(b)(1), 49 U.S.C. Section 5303(c)(1), and Section 339.175, F.S., which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan and developed pursuant to title 23 U.S.C. 134(h), 49 U.S.C. 5304, 23 CFR 450.324 and Section 339.175, F.S.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR 450.314, and Section 339.175(8), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the **HERNANDO COUNTY** Metropolitan Planning Organization:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to 23 U.S.C. 34 and 49 U.S.C. 5303, 5304, 5305 and 5306; and,

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 CFR 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long Range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and,
- (g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with FDOT and consistent with comprehensive plans. Chapter 334, F.S., grants the broad authority for the Department's role in transportation. Section 334.044, F.S., shows the

legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, F.S., specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, F.S., are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the **HERNANDO COUNTY METROPOLITAN PLANNING ORGANIZATION**.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the **HERNANDO COUNTY MPO** will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the **HERNANDO COUNTY MPO** responsible for cooperative decision-making of actions taken by the MPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Agreement and the affected federal funding agency(ies) (i.e., FHWA, FTA, and FAA) shall have the rights of technical review of and comment on MPO projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the **HERNANDO COUNTY MPO** shall consist of **six (6) voting** representatives and **one (1) non-voting** representative. The names of the member local governmental entities and

the voting apportionment of the governing board as approved by the Governor shall be as follows: City of Brooksville (1), Hernando County (5). By statute, the Department shall have **one (1) non-voting** member.

(b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the County, the City, or authority shall first be selected by said governing board.

(c) County commission members shall compose not less than one-third of the MPO membership, except for an MPO with more than 15 members located in a county with a 5-member county commission or an MPO with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members as specified in Section 339.175, F.S.

(d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty (60) days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the **HERNANDO COUNTY** MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The **HERNANDO COUNTY** MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(4) and (5), F.S.

Section 5.02. Specific authority and powers. The **HERNANDO COUNTY** MPO shall have the following powers and authority:

(a) As provided in Section 339.175(5)(g), F.S., the **HERNANDO COUNTY** MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

(b) As provided in Section 163.01(14), F.S., the **HERNANDO COUNTY** MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), F.S., the **HERNANDO COUNTY** MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), F.S., the **HERNANDO COUNTY MPO** may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;

(e) The **HERNANDO COUNTY MPO** may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and]

(f) The **HERNANDO COUNTY MPO** shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The **HERNANDO COUNTY MPO** shall have the following duties and responsibilities:

(a) As provided in Section 339.175(5)(d), F.S., the **HERNANDO COUNTY MPO** shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(5)(e), F.S., the **HERNANDO COUNTY MPO** shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), F.S., the **HERNANDO COUNTY MPO** membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(8), F.S., the **HERNANDO COUNTY MPO** shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The **HERNANDO COUNTY MPO**, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;

(f) As provided in Section 339.175(9)(a), F.S., the **HERNANDO COUNTY MPO** shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(j) Prepare a congestion management system for the metropolitan area;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

- (l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (m) Perform such other tasks presently or hereafter required by state or federal law;
- (n) Execute certifications and agreements necessary to comply with state or federal law; and
- (o) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the **HERNANDO COUNTY** MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

Section 6.02. Inventory report. The **HERNANDO COUNTY** MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the **HERNANDO COUNTY** MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42, and Chapter 119, F.S.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the **HERNANDO COUNTY** MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than 2014 and at least every five years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175,

F.S., as appropriate. During examination of the MPO apportionment every five years by the Governor, this Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except the **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**, the **CITY OF BROOKSVILLE**, and the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the **HERNANDO COUNTY MPO** shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and,

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the **HERNANDO COUNTY MPO**, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person, dispatched by courier, or sent certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

MPO	CITY OF BROOKSVILLE	DEPARTMENT
Hernando County MPO 20 N. Main Street, Rm. 262 Brooksville, FL 34601	City of Brooksville 201 Howell Avenue Brooksville, FL 34601	Florida Department of Transportation District Seven 11201 N. McKinley Drive Tampa, FL 33612

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the **HERNANDO COUNTY MPO** were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and,
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The **HERNANDO COUNTY**MPO hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

CITY OF BROOKSVILLE

MEMORANDUM

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Emory H. Pierce, Director of Public Works Date: 6/4/2009
Re: WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
(WRWSA) GRANT APPLICATION

Staff is requesting permission to apply for the subject grant funding to reduce the amount of money we may need to borrow to complete our overall, "radio read", meter conversion project. Any funds obtained from this source will be directed toward replacing and converting 3" and larger meters, of which we have twenty two in our system up to 6" in diameter. WRWSA's focus this year is on water conservation and since new meters will accurately record water use and thus help customers control/conserve water we feel this will be more fundable than some of our other water infrastructure projects.

The cost of replacing and or converting these 22 meters is estimated at \$150,000. This amount includes redoing or building underground vaults for some of these meters. In any event WRWSA will fund up to 2/3's of a project's cost up to \$67,000.

Financial Impact

This overall project which includes replacing and or converting up to 4,800 meters has been budgeted at \$1.2 million in the FY 08/09 budget (pg. 112, line 59, proj. # 2008-UT01); said funds are contingent on the City receiving a loan from USDA. Should the City be approved as the recipient of the WRWSA grant monies for our share (\$83,000) are available in Utility Reserves for Contingencies in the FY 08/09 budget (pg 106, line 29), or they could be available from the loan. In any event, this is just an application for the subject grant and WRWSA may not grant the full \$67,000 amount and thus the City is not committed to anything.

Legal Impact

City Attorney has reviewed the attached resolution.

Staff Recommendation

Staff recommends that City Council approve the attached resolution and authorize staff to proceed with the application. A spreadsheet with information on the meters involved is attached.

RESOLUTION NO. 2009-07

A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE, FLORIDA, REQUESTING A GRANT FROM THE WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY.

WHEREAS, the City of Brooksville is desirous of improving the efficiency of its water system; and,

WHEREAS, the City has approved a construction project to install new automatic remotely read water meters; and,

WHEREAS, this project will improve the efficiency of serving existing customers and allow the City to eliminate old inefficient, inaccurate water meters; and,

WHEREAS, the project will increase the City's ability to accurately track the water used by our customers and thus aid them in conserving water used; and,

WHEREAS, the Withlacoochee Regional Water Supply Authority has established a matching grant program to assist local governments with water resource conservation and development; and,

WHEREAS, the City has committed funding for the balance of the project and, has established a time frame for completion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooksville, Florida, in regular session duly assembled, that said Council hereby requests the Directors of the Withlacoochee Regional Water Supply Authority to approve matching grant funding to assist the City in replacing and converting its water meters.

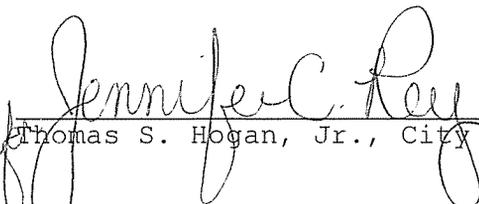
PASSED AND ADOPTED this 15th Day of June, A.D., 2009.

CITY OF BROOKSVILLE, FLORIDA

Joe Bernardini, Mayor

ATTEST: _____
Janice L. Peters
City Clerk, CMC

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



Thomas S. Hogan, Jr., City Attorney

VOTE OF COUNCIL

Bernardini _____
Bradburn _____
Johnston _____
Lewis _____
Pugh _____

City of Brooksville 3" and larger meters to replace/repair

meter size-inches	St #	St Name	acct #	Customer	Location	condition
1	3	800 Continental Dr	1020680040	Brooksville Housing	in vault	needs radio read conversion (RR)
2	3	Independence Cir	1020690020	Brooksville Housing	in vault	needs RR
3	3	307 Howell Ave	1040585081	Atlantic Comm Care	in vault	needs RR
4	3	201 E Jefferson	1050390020	Bell South #33055	ground	build vault needs RR
5	3	575 Lamar Ave	1060312551	Heartland of Brooksville	in vault	needs RR
6	3	55 Ponce de Leon	1110590023	55 Ponce de Leon, Inc	in vault	needs RR
7	3	Fischer Stadium NE	1130995010	Hernando Co School		needs RR
8	3	885 N Broad	1131930070	Hernando Co School BES	above ground	needs RR
9	3	19220 Youth Dr	1180465070	Hern Co School DS Parrott	in vault	needs RR
10	3	1445 Howell Ave	1181165081	Eastbrook Health Care	in vault	needs RR
11	3	1061 Broad	1230820000	Bell South #31358	no vault- in ground	build vault, needs RR
12	4	700 Bell Ave	1040330060	Hernando Co Schools	in vault	needs RR
13	4	20 N Main	1050415031	Hern Co Court House	in vault	needs RR
14	4	27 E MLK	1150830081	Citrus Services, Inc		needs RR
15	6	11415 Ponce de Leon	1180460020	PHCC	above ground	needs RR
16	6	Yontz Rd and Joyce Dr	1181175060	Hernando Co Utilities		needs RR
17	6	900 N Broad	1181320001	Hometown Cloverleaf Forest	no vault- in ground	build vault, needs RR
18	6	910 N Broad	1181340062	Hometown Cloverleaf Farms	in vault	needs RR
19	6	8225 Wesley Dr	1200380050	Wesleyan Bible	in vault	needs RR
20	6	Red Bud Lane	1200565020	Wesleyan Bible	above ground	needs RR
21	6	6436 Broad St	1223340060	Hernando Co Fair Assoc- fire line		needs RR
22	6	21253 Yontz Rd	1322260021	3 Seasons MHP	no vault- in	Build vault needs RR

6/15/09

City of Brooksville

MEMORANDUM

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, City Clerk, CMC

Subject: Great Brooksvillian Screening Committee and 2009 Award Process

Date: June 8, 2009

At the July 7, 2008, regular Council Meeting, Council concurred that they would appoint a Screening Committee to review the nominations received and the term would be on a year-to-year basis.

Policy No. 3-2008 (Attachment 1) provides that the Screening Committee shall be representatives of the City at large, consisting of at least one member from the Historical Association and two members appointed by City Council. The Screening Committee members John Tucker and Ron Daniel, approved by Council for 2008, have confirmed their willingness to serve on the committee again this year should Council so desire to reappoint them. Mr. Tucker also made two additional recommendations for Council to consider which are Sandra Sullivan and Rhonda Hancock. Both have indicated they would like to serve should Council so appoint.

A press release has been issued, setting a closing date of Friday July 10th at 5:00 pm for nominations for the 2009 "Great Brooksvillian of the Year" (See Attachment 2), which is traditionally honored during the Founder's Week Celebration (which I believe the business community is tentatively working on for October 12 through 16, 2009). It is anticipated that the Screening Committee would meet to review the applications and submit their results to City Council at the August 3, 2009 regular meeting of Council to enable staff to contact the selected recipient or their representatives of the 2009 award and work out details to celebrate the event during Founder's Week.

The Fall Art Reception is scheduled for Thursday, October 15th, and it would fit nicely to honor the Great Brooksvillian on this day (actual time and further details to be determined), since we have a reception already planned and a good amount of visitors and guests are anticipated at City Hall.

Financial Impact

None.

Legal Impact

None.

Recommendation

Staff requests Council confirm appointment of the Screening Committee members and approve the timelines identified above for the celebration to honor the 2009 Great Brooksvillian.

ATTACHMENT 1
Great Brooksvillian of the Year
Policy No. 3-2008

CITY OF BROOKSVILLE

OFFICIAL POLICY NO. 3-2008

"Great Brooksvillian"

CRITERIA FOR ELIGIBILITY

The City of Brooksville would like to recognize outstanding men and women who have made significant positive contributions to the history, culture and/or economy of our community. Each year the Brooksville City Council will determine the number of recipients and make a selection from the nominees.

Criteria for eligibility:

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.

General Guidelines:

A Screening Committee shall be established by the Brooksville City Council to review the applications to make sure the applicants meet the selection criteria to submit the nominees to City Council at least three (3) months prior to selection. The Screening Committee shall be representatives of the City at large, consisting of at least one (1) member from the Historical Association and two (2) members appointed by City Council.

Please send the original nomination form and six (6) copies, together with one (1) original recent photo (if available).

Any materials submitted with a *Great Brooksvillian* nomination become the property of the City of Brooksville. Therefore, please do not send any materials that must be returned.

A cumulative plaque will be maintained in Brooksville City Hall to commemorate and memorialize the annual honoree(s) and an individual plaque will be presented to the honoree and his/her family.

City Council shall determine the process for nomination, review and subsequent award on an annual or as needed basis.

The City reserves the right to ask for clarification of information submitted in a nomination.

For questions or assistance, contact:

**The Office of the City Clerk
City of Brooksville, Florida
(352) 540-3853**

APPROVED BY CITY COUNCIL: JUNE 16, 2008

CERTIFIED POLICY NO. 3-2008:

**T. Jennene Norman-Vacha
City Manager**

City of Brooksville

“GREAT BROOKSVILLIAN”

NOMINATION INSTRUCTIONS

1. Please type or clearly print in black ink.
2. If possible, please send a photograph or electronic image reproduction of the nominee (no Polaroid pictures, please). This is not subject to return.
3. Please be sure your nomination package includes the following:
 - _____ One (1) original and (6) copies of the completed Nomination Form
 - _____ If available, a photograph or electronic image reproduction of the nominee

Please note: Any materials submitted with a “Great Brooksvillian” nomination become the property of the City of Brooksville, Florida. Therefore, please do not send anything that must be returned.

4. Nominations will be accepted through Friday, July 10, 2009 at 5:00 p.m. No application postmarked after this date will be accepted. Submissions early in this period are encouraged.
5. Send nominations to:
6. Questions, contact:

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

**The Office of the City Clerk
City of Brooksville, Florida
(352) 540-3810, email: jpeters@cityofbrooksville.us**

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

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

Name if representative:

Phone No.: _____ Fax No: _____

Email address (If available): _____

b) Nominee Year of Birth _____

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 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):

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:

Phone No.: _____ Fax No: _____

Email address (If available): _____

Send Completed Applications (Original & 6 Copies) to:

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

ATTACHMENT 2
Press Release

CITY OF BROOKSVILLE, FLORIDA



Janice L. Peters
City Clerk, CMC
201 Howell Avenue
Brooksville, FL 34601

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

NEWS RELEASE

June 5, 2009 - "Great Brooksvillian" Program Nominations

The City is accepting nominations for a "Great Brooksvillian" to be honored at a ceremony during Founder's Week Celebrations in October, 2009.

This annual program recognizes the outstanding men and women who have made significant positive contributions to the history, culture and/or economy of our community. Each year the Brooksville City Council will determine the number of recipients and 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.

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 is Friday, July 10, 2009. 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 (352) 540-3853, or email: jpeters@cityofbrooksville.us.



AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *(Signature)*
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR *(Signature)*
SUBJECT: CONSTRUCTION AND OCCUPANCY AGREEMENT FOR SPECIAL NEEDS EMERGENCY SHELTER AT BROOKSVILLE QUARRY
DATE: June 5, 2009

GENERAL SUMMARY/BACKGROUND: City Council at its regular session meeting November 17th, 2008, approved Resolution No. 2008-30, which gave support for a special needs disaster shelter in collaboration with the Enrichment Center Inc. of Hernando County. The Enrichment Center and staff have negotiated a construction and occupancy agreement to set for the terms and conditions of the collaborative effort to build and maintain the shelter.

Provided as Attachment 1 is the proposed agreement.

BUDGET IMPACT: The city will be responsible for the long term maintenance and utilities for the facilities. The utilities are estimated to be \$20,000 annually; however the agreement has a provision for a premises maintenance fund for defraying utilities, maintenance and repairs for the facility. It requires the Enrichment Center to pay an initial contribution of \$10,000 in 2010 and thereafter, pay an annual contribution of 50% of the prior fiscal years actual operating expenses of the building.

(Signature) **LEGAL REVIEW:** Entering into an agreement with the Enrichment Center, Inc. of Hernando County is within the authority of City Council. Legal has worked with staff to provide the proposed agreement for your consideration.

STAFF RECOMMENDATION: Staff recommends approval of the enclosed construction and occupancy agreement for a special needs disaster shelter with the Enrichment Center, Inc. of Hernando County, authorizing the Mayor to sign the Agreement.

**CONSTRUCTION AND OCCUPANCY AGREEMENT FOR A SPECIAL NEEDS
EMERGENCY SHELTER AT BROOKSVILLE QUARRY**

THIS AGREEMENT, made and entered into effective as of ____ day of _____, 2009, by and between the **CITY OF BROOKSVILLE, FLORIDA**, a municipal corporation, (hereinafter referred to as the "**CITY**") and **THE ENRICHMENT CENTERS INC. OF HERNANDO COUNTY**, a Florida non-profit corporation, (hereinafter referred to as the "**ECI**") (severally, a **PARTY**; or collectively, the **PARTIES**.)

RECITALS

WHEREAS, the ECI offers various health and recreational programs for senior citizens, community and recreation-oriented groups, and health-related organizations, among others and operates two (2) enrichment centers in Hernando County, Florida (the **COUNTY**), both of which are dedicated to providing activities and programs designed to enrich the lives, and promote the good health, of their clients and customers;

WHEREAS, the ECI operates one (1) of its two (2) centers within the **CITY** (the **BROOKSVILLE CENTER**);

WHEREAS, the **CITY** recognizes the substantial benefits and services rendered by the ECI, and, in particular, its **BROOKSVILLE CENTER**, to the residents of the **CITY**, and desires to facilitate its continued presence in the **CITY**;

WHEREAS, pursuant to the December 1, 2008 City of Brooksville Parks and Recreation Agreement (the **COLLABORATIVE AGREEMENT**), attached hereto as Exhibit A, between the ECI and the **CITY**, the **BROOKSVILLE CENTER** has relocated to, and is temporarily occupying, and providing its services within and/or from the **CITY'S Jerome Brown Community Center (JBCC)**; and,

WHEREAS, the ECI has been seeking funding and community "partnerships" to establish a special needs emergency shelter in the **COUNTY** (the **SHELTER**);

WHEREAS, the Florida (the **STATE**) Legislature (the **LEGISLATURE**) has allocated to the ECI a **SHELTER** appropriation of \$600,000 (the **STATE APPROPRIATION**);

WHEREAS, ECI has entered into a State Funded Sub-grant Agreement, Contract Number 09-CP-15-05-37-01-285, (**SUBGRANT CONTRACT**) with the State of Florida, Division of Emergency Management (**DIVISION**);

WHEREAS, Hernando County (the **COUNTY**) has allocated to the ECI a **SHELTER** appropriation of \$100,000 (**COUNTY APPROPRIATION**);

WHEREAS, the **CITY** owns a building, located at 800 John Gary Grubbs Boulevard, on land with parking and area for building restoration at its Quarry Golf Course property, currently

valued at a minimum of \$701,290; the building is in solid structural condition, but is in need of substantial restoration before it can be occupied (the BUILDING);

WHEREAS, the CITY recognizes the need for a SHELTER in the COUNTY, and wishes to partner with the ECI by contributing its BUILDING, for its participation in establishment of such a SHELTER within the CITY, in the BUILDING;

WHEREAS, the ECI and the CITY have determined that the structural integrity of the BUILDING is sufficient to permit it to be restored, remodeled, and retrofitted into a configuration that can function successfully and efficiently as a SHELTER;

WHEREAS, the ECI and the CITY have determined that they can successfully and efficiently provide services within the SHELTER, when said BUILDING is not actually in use as a SHELTER;

WHEREAS, the ECI and the CITY desire that the BROOKSVILLE CENTER conduct its activities and programs within the BUILDING, when the same is not being used, during a declared emergency, as a SHELTER;

WHEREAS, the ECI and the CITY desire that various CITY recreational programming activities including, but not limited to, a pro shop (the PRO SHOP), mining museum (MINING MUSEUM), First Tee golf program, First Serve Tennis program and other recreational activities (collectively referred to as RECREATIONAL PROGRAMS) are conducted within the BUILDING, when the same is not being used, during a declared emergency, as a SHELTER;

WHEREAS, the ECI and the CITY have determined that the BUILDING, in a two (2) story configuration, can accommodate the BROOKSVILLE CENTER, CITY RECREATION PROGRAMS, the PRO SHOP, and the MINING MUSEUM (collectively, EVENTS); and,

WHEREAS, pursuant to the COLLABORATIVE AGREEMENT, (attached as Exhibit A) the CITY agreed to make the BUILDING available to ECI and the ECI agreed to utilize both the STATE APPROPRIATION and the COUNTY APPROPRIATION to restore, remodel, and retrofit the BUILDING, and provide therein space for the SHELTER, space for use by ECI when no emergency is declared, and space for the PRO SHOP, MINING MUSEUM and RECREATION PROGRAMS.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the PARTIES covenant and agree, each with the other, as follows:

1. **INCORPORATION OF RECITALS.** The above recitals incorporated herein by reference as fully as if set forth in full text, and shall be deemed to be the representations and warranties of the PARTIES, each to the other.

2. **LEASE.** The CITY hereby grants the ECI a lease (the LEASE) for the SHELTER SPACE and BUILDING, and for sufficient adjacent grounds to meet parking and drainage

retention area (DRA) requirements, the leased premises being described in EXHIBIT B, attached hereto and incorporated herein in haec verba (collectively, with the BUILDING, the PREMISES).

3. **TERM OF THE AGREEMENT.** The LEASE shall run for a period of forty (40) years with a renewal option for a like term, to be exercised, in writing, executed by both PARTIES, not less than six (6) months prior to the expiration hereof.

4. **ENVIRONMENTAL MATTERS.** The CITY shall perform or provide a completed Phase I Environmental Study on the PREMISES to the ECI for the PROJECT. CITY shall undertake and complete clean-up measures as identified by the study and required for the PROJECT.

5. **PROJECT.** The ECI, as consideration, and advance payment of rentals, for the LEASE, shall remodel, restore, and retrofit the BUILDING and PREMISES (the PROJECT) to provide the SHELTER SPACE for a special needs emergency shelter pursuant to the SUBGRANT CONTRACT.

- a. **Project Design and Construction.** The ECI shall select, and contract with, such qualified and licensed design, construction and other professionals as are reasonably necessary and appropriate to meet deadlines required by the STATE APPROPRIATION for the documentation for the PROJECT.
- b. **Common Space.** Common Space within the Project shall include public access points from the exterior of the building, hallways and walkways, stairwells and elevators, bathroom facilities.
- c. **Kitchen Space.** Kitchen Space within the Project shall be shared among the parties.
- d. **Storage Space.** The ECI and the CITY shall have a secure room of sufficient size within which to store their respective records, equipment, and other items and shall retain physical control, safety, and integrity, and such rooms shall not be deemed to be part of the SHELTER SPACE, and will not be accessible by the emergency management agency (EMA.)
- e. **Pro Shop Space.** Pro Shop Space shall be not less than 865 s.f. space located in the west half of the second floor of the BUILDING as depicted on Exhibit B.
- f. **Museum Space.** Museum Space shall be not less than 330 s.f. of space located in the west half of the second floor of the Building as depicted on Exhibit B.
- g. **Other Space.** All other space in the BUILDING which shall be available for ECI EVENTS and/or RECREATION PROGRAMS, as otherwise agreed in this Agreement.

- h. **JBCC Collaborative Agreement.** Upon the completion of the PROJECT, and the use of the BUILDING by the ECI, the operations of the BROOKSVILLE CENTER shall be removed from the JBCC and relocated to the BUILDING, after which the ECI will no longer be obligated to provide a periodic operational expense payment to the CITY for the use of the JBCC, as is otherwise contemplated in the COLLABORATIVE AGREEMENT; provided however, that EVENTS of the BROOKSVILLE CENTER that either require a large open-floor space, or otherwise can more effectively and efficiently be conducted therein, may be held in the JBCC pursuant to the CITY'S standard terms and conditions for use and/or rental of the JBCC. If the event of function is open to the public without charge and serves City residents, customary rental fees will be waived.
- i. **Subsequent Improvements.** After completion of the PROJECT, any and all structural or additional capacity improvements to the PREMISES necessary to accommodate the operational needs of the ECI are subject to prior written approval by the City Council, which approval shall not be unreasonably withheld, and such improvements shall become part of and remain with the PREMISES upon termination of this Agreement. After completion of the PROJECT, any other improvements to the BUILDING necessary to accommodate the operational needs of the ECI are subject to prior written approval by the City Manager, or his or her designee, which approval shall not be unreasonably withheld, and such improvements shall become part of and remain with the PREMISES upon termination of this Agreement. The ECI shall bear all costs and expenses incurred as a result of improvements to PREMISES or BUILDING that are necessary to accommodate the operational needs of the ECI, and, should any damage to PREMISES occur as a result of improvements, ECI shall be responsible for the cost of repair thereof. Further, the City will make no changes in the interior configuration of the PREMISES that will have the effect of adversely impacting the conduct of the ECI'S programs and/or operations, without the written consent of the ECI which consent will not be unreasonably withheld.

6. **PROGRAMMING ACTIVITIES.** Except when there is a declared state of emergency either by the STATE and/or the COUNTY and/or the CITY requiring the use of the SHELTER SPACE, the ECI shall operate its BROOKSVILLE CENTER, and the CITY shall simultaneously operate its programs within the BUILDING.

- a. **Calendaring/Scheduling.** The ECI and the CITY shall coordinate and publish a calendar of EVENTS and RECREATION PROGRAMS that each plans to operate, provide, or present in the BUILDING each month, identifying dates, times, and locations that each may reserve time and space in the BUILDING. The ECI shall have scheduling priority, including a first right of refusal for use of space in the BUILDING from Monday through Friday, except that after 4:00 p.m. Monday through Friday the City shall have first right of refusal for use of two classroom areas within the BUILDING. The PRO SHOP and MUSEUM SPACE are excluded from the space in the building subject to the ECI'S first right of refusal. If scheduling conflicts arise, the CITY'S Manager, shall have sole and

absolute discretion and final authority to determine the appropriateness, scheduling and priority of any event held at and any other use of BUILDING.

- b. **Event Setup.** The ECI and the CITY shall each be responsible for preparation and setup of the space for an EVENT to be sponsored by that PARTY, and, further, shall be responsible for maintaining and leaving the space of the other in good and clean condition, and shall assure that the space of the other is left in a similar condition in which it was found, but, in no event, less than "broom clean," after any EVENT in the space of the other.
- c. **Event Standards.** Any EVENT held by either the ECI or the CITY in the space of the other will be conducted in accordance both with appropriate health and safety standards, and with all ordinances, statutes, rules, regulations, and other applicable law.

7. OPERATIONAL & MAINTENANCE MATTERS.

- a. **Utilities.** The CITY, at its expense, shall provide utility services, including water, sewer and electric, reasonably necessary and/or appropriate for the operation of the PREMISES.
- b. **Repair & Maintenance.** The CITY will be responsible for all exterior and interior maintenance, repair and replacement for the PREMISES including, but not limited to: (a) the structure and structural systems; (b) mechanical equipment and systems; and (c) interior and exterior operational cleaning and janitorial requirements and services, both for (i) esthetic and decorative features, and for (ii) grounds, DRAs, and parking areas; provided, however, that the ECI shall be responsible for all damages either to the PREMISES, or to the contents of the BUILDING from the use thereof either by its guests, licensees, and/or invitees.
- c. **Premises Maintenance Fund.** Premises Maintenance Fund (PMF) obligations shall commence as of the date of issuance of the certificate of occupancy. The CITY shall establish a PMF "special fund" for the specific purpose of defraying the costs of utilities, maintenance and repairs of the PREMISES. The ECI shall pay to the CITY'S PMF an initial contribution of \$10,000 as of November 1st 2010. By November 1 of each subsequent year, an annual contribution of 50% of the prior fiscal year's actual operating expenses of the PREMISES shall be paid to the special fund by the ECI.

8. **STATE OF EMERGENCY.** If either the STATE, COUNTY, or CITY declares a state of emergency, pursuant to the legal authority to so declare, the ECI and the CITY shall vacate the PREMISES, and relinquish the operation and control thereof of the SHELTER SPACE to the appropriate emergency management authority (EMA), or its designee which (a) shall be responsible for operation of the SHELTER during the continuance of the emergency; (b) shall pay all costs and expenses associated therewith; and (c) shall be responsible for repair of any damage either to the PREMISES, or to any of the contents of the BUILDING, that occurs

during the continuance of the emergency, and/or before returning control thereof to the CITY and ECI.

9. **INSURANCE.** As a condition of this Agreement for use of the PREMISES as set forth herein, the ECI shall maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

- a. General Liability in an amount not less than \$1,000,000/\$3,000,000; Fire and Property Damage, \$500,000; and Worker's Compensation Statutory Limits plus Employee Liability \$100,000.
- b. The CITY, in the CITY'S sole and absolute discretion, reserves the right to require additional lines of coverage in the event services offered by the ECI change or require such additional coverage; or
- c. If the ECI begins to hold EVENTS which involve the use of vehicles, other than publicly operated transportation, including either participant and/or SPONSOR owned and/or operated vehicles, for transport, by and/or for the EVENT, all driver's shall be properly licensed accordingly to law, and the ECI, shall maintain vehicle insurance coverage limits of not less than \$1,000,000/\$3,000,000 for liability, \$25,000 for property damage, and \$100,000 for medical payments.

10. **SUBGRANT CONTRACT.** This Agreement is subject to the terms and conditions of the State Funded Sub-grant Agreement, Contract Number 09-CP-15-05-37-01-285, (SUBGRANT CONTRACT) between ECI and the DIVISION. Same is attached hereto as Exhibit C and incorporated herein as if set forth in haec verba.

11. **GOOD FAITH.** Both the ECI and the CITY mutually agree both to take, or to forbear from taking, all actions, and both to sign all documents, and to do all things, that may be necessary, appropriate, or desirable to completely and effectively both carry out the terms and conditions, and implement the intent and purposes, of this AGREEMENT.

12. **DISPUTE RESOLUTION.** All personnel both of the ECI and of the CITY shall cooperate, each with the other, to assure the highest level of service and efficiency, both for the clients and customers of the ECI, and for both the residents of, and the participants in the EVENTS sponsored by, the CITY. If there is an operational or procedural dispute between the personnel of the ECI and the personnel of the CITY, or a dispute regarding the interpretation of the terms of this AGREEMENT, the dispute shall be resolved by the CITY'S Manager, and/or the ECI'S Executive Director, or their respective designees, in their respective sole and absolute discretion. The City Manager shall have final authority to resolve any such matter except as otherwise provided herein.

13. **DEFAULT.** In the event of a default and/or breach of any provision hereof by either PARTY, the non-defaulting PARTY shall give the defaulting PARTY written notice thereof, and the defaulting PARTY shall have sixty (60) calendar days to cure the default.

- a. If the default is not cured, or the curative process for a default that reasonably requires a longer period for cure has not been commenced, within the sixty calendar-day (60) period, the defaulted PARTY shall have the right to seek whatever remedies, against the defaulting PARTY, may be available pursuant to any provision of law.
- b. In the event of a material default of this AGREEMENT, by either PARTY, the defaulted PARTY, after giving the notice hereinabove provided, and if the material default is not cured within the sixty (60) calendar day notice period, may terminate this AGREEMENT by giving the defaulting PARTY an additional ninety (90) calendar day notice to cure the material default, after which the defaulted PARTY may terminate this AGREEMENT if the material default either is not cured, or the curative process has not been commenced; provided, however, that the ECI shall have, in any event, not less than six (6) months to vacate the premises.

14. **TERMINATION.** Either PARTY may terminate this AGREEMENT without cause with six (6) months prior written notice to the other PARTY.

15. **TERMINATION PAYMENT.** In the event this Agreement is terminated by the CITY without good cause, or by the ECI with good cause, prior to the expiration of the initial or extended or renewed term hereof, the CITY shall pay the ECI the then current value of the initial cost of and investment in the PROJECT based on a forty (40) year depreciation schedule for capital improvements calculated from the initial date of construction. See Exhibit D Depreciation Schedule attached hereto and incorporated herein if as set forth in haec verba. CITY shall have six (6) months following termination to make final payment.

16. **ENTIRE AGREEMENT.** Unless otherwise specified herein, this AGREEMENT constitutes the sole and only agreement of the PARTIES hereto, and supersedes any prior written or oral understandings or agreements between the PARTIES regarding the subject matter hereof, including, but not limited to, the COLLABORATIVE AGREEMENT.

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

If to ENRICHMENT CENTERS:

Deborah L. Walker-Druzbeck
Executive Director
**The Enrichment Centers Inc. of
Hernando County**
11375 Cortez Blvd.
Spring Hill, Florida 34613

If to CITY:

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

With a Copy to:

Joseph M. Mason, Jr., Esquire
McGee & Mason. P.A.
101 South Main Street
Brooksville, Florida 34601

With a Copy To:

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

18. **DISCLAIMER.** Other than the covenants, promises, representations, and warranties provided in this AGREEMENT, neither PARTY has made any covenants, promises, representations, or warranties, of any nature whatsoever, to the other PARTY.

19. **PARTIES BOUND.** It is expressly acknowledged and agreed, by the PARTIES, that the terms and provisions of this AGREEMENT shall be binding upon, and shall inure to the benefit of, both the PARTIES hereto, and their respective successors and assigns.

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

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

22. **MODIFICATION AND ASSIGNMENT.** No amendment, modification, or alteration of the terms of this AGREEMENT shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the PARTIES hereto. This Agreement may not be assigned, transferred, or pledged by either PARTY without the other PARTY'S prior written consent. ECI shall not sub-lease any of its interest or use of PREMISES authorized under this Agreement, without prior written consent of the CITY.

23. **LAW OF AGREEMENT.** All questions, issues, or disputes arising from this AGREEMENT, shall be governed by the laws of the State of Florida.

24. **VENUE.** Any action or proceeding seeking to enforce any provision of, or based on any right arising either out of or from, this ECI/CITY AGREEMENT may be brought, by either PARTY against the other PARTY, only in the County or Circuit Courts of the Fifth Judicial Circuit, in and for Hernando County, Florida, or the U.S. District Court for the Middle District of Florida, Tampa Division, and each of the PARTIES irrevocably consents to the lawfully invoked jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue being laid therein, and agrees that both initial and other process in any action or proceeding contemplated herein may be served upon either PARTY anywhere in the world.

25. **ATTORNEY'S FEES.** In the event any dispute arises between or among any of the parties hereto, the prevailing party in such dispute shall be entitled to recover its attorneys' fees, expenses, and costs, regardless of whether litigation is filed, including, but not limited to, fees for administrative hearings, quasi-judicial hearings, trials, and appeals from any of the same.

IN WITNESS WHEREOF, the PARTIES hereto, THE ENRICHMENT CENTERS, INC. OF HERNANDO COUNTY, 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 above written, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

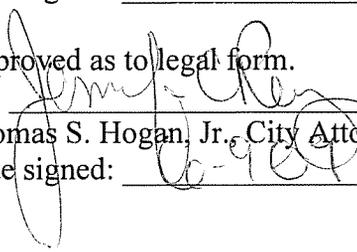
<p>ATTEST:</p> <p>(Seal)</p> <p>By: _____ DEBORAH L. WALKER-DRUZBICK, As its Executive Director Date signed: _____</p>	<p>THE ENRICHMENT CENTERS INC. OF HERNANDO COUNTY, a Florida corporation not-for-profit</p> <p>By: _____ NICHOLAS J. MORANA, As its President Date signed: _____</p>
<p>ATTEST:</p> <p>(Seal)</p> <p>By: _____ JANICE PETERS, As its City Clerk Date signed: _____</p> <p>Approved as to legal form. By:  Thomas S. Hogan, Jr., City Attorney Date signed: _____</p>	<p>CITY OF BROOKSVILLE, a political subdivision of the State of Florida</p> <p>By: _____ JOE BERNARDINI, As its Mayor Date signed: _____</p>

EXHIBIT A

CITY OF BROOKSVILLE PARKS AND RECREATION
COLLABORATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2008, by and between the City of Brooksville, Florida, a municipal corporation, (hereinafter referred to as the "CITY") and The Enrichment Centers Inc. of Hernando County, a Florida non profit corporation, (hereinafter referred to as the "COLLABORATIVE PARTNER").

WHEREAS, the CITY owns and operates the Jerome Brown Community Center (JBCC) located at 99 Jerome Brown Place, Brooksville, Florida; and,

WHEREAS, the CITY desires to expand recreational services to senior citizens in the community; and,

WHEREAS, the ENRICHMENT CENTER offers various recreational programs for senior citizens; and,

WHEREAS, the CITY wishes to partner with the ENRICHMENT CENTER to provide recreational programming at the Jerome Brown Community Center subject to the terms and conditions herein described;

WHEREAS, the City Council, on November 18, 2008, authorized the negotiation of a Collaborative Agreement with the ENRICHMENT CENTER.

NOW, THEREFORE, in consideration of the mutual terms, promises and covenants herein, the parties hereby contract and agree as follows:

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

2. **FACILITIES.** The COLLABORATIVE PARTNER may utilize the facilities as set forth in this paragraph (hereinafter referred to as "FACILITIES").

- a. The FACILITIES are provided in an "as is" condition.
- b. The CITY will be only be responsible for custodial services, facility maintenance, restrooms, utilities, solid waste disposal and repairs to the FACILITIES Any damage to FACILITIES resulting from COLLABORATIVE PARTNER activities or participants is the responsibility of the COLLABORATIVE PARTNER.
- c. The COLLABORATIVE PARTNER will be responsible for scheduling, control, and operation of FACILITIES during reserved times and for supervising the use of the FACILITIES when reserved by the COLLABORATIVE PARTNER. The COLLABORATIVE PARTNER will be responsible for preparation and setup of FACILITIES with the assistance of the CITY, as negotiated and agreed upon by the CITY, to accommodate the programming being held by the COLLABORATIVE PARTNER. COLLABORATIVE PARTNER shall be responsible for maintaining FACILITIES in a good clean condition and assuring FACILITIES are left in a manner and similar condition in which they were made available on the same day.

d. The COLLABORATIVE PARTNER may:

- i. Have exclusive use of one designated office for administrative purposes;
- ii. Have use of a designated storage space; and,
- iii. Utilize the Jerome Brown Community Center (JBCC), specifically the community center hall (gym) and conference room, kitchen, restrooms and related areas, for program activities with citizens, as scheduled and reserved by the COLLABORATIVE PARTNER, subject to review and approval by CITY.

3. **PROGRAM SCHEDULING.** The COLLABORATIVE PARTNER shall provide to the CITY a calendar of programs, activities and events (“EVENTS”) the COLLABORATIVE PARTNER plans to operate each month identifying dates, times and locations of each, such that FACILITIES may be reserved accordingly.

- a. The calendar of standard routine and re-occurring programs shall be provided to the City Manager, or his or her designee, no less than thirty days prior to the first day of the month in which the EVENTS are scheduled.
- b. Special one-time or ad-hoc EVENTS shall be presented as soon as possible, for review and approval, to the City Manager, or his or her designee.
- c. It is understood by both parties, that youth activities take priority over any other activity or function scheduled by the COLLABORATIVE PARTNER; however, unless FACILITIES are used for an authorized CITY sponsored program, the COLLABORATIVE PARTNER may plan to schedule and operate programs Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., with the exception of the those days and hours in which school is not in session.
- d. For those days and hours when school is out of session, the COLLABORATIVE PARTNER and CITY will coordinate scheduling, in advance of those times, to accommodate youth activities in conjunction with regularly scheduled or routinely occurring COLLABORATIVE PARTNER activities.
- e. The City Manager, or his or her designee, has sole and absolute discretion and final authority in determining the appropriateness and scheduling of any of the EVENTS being held at the FACILITIES; and the City Manager, or his or her designee, has sole and absolute discretion and final authority in determining the priority of any activity, event or use of FACILITIES if scheduling conflicts arise, with due consideration being given to the scheduled and planned activities of the COLLABORATIVE PARTNER.

4. **COMPLIANCE WITH RULES AND REGULATIONS.** Any program operated by the COLLABORATIVE PARTNER in the FACILITIES will be conducted in accordance with health and safety standards, CITY Code of Ordinances, Rules, Regulations and any other applicable law.

5. **FACILITY IMPROVEMENTS.** Any and all improvements to the FACILITIES necessary to accommodate the operational needs of the COLLABORATIVE PARTNER are subject to prior written approval by the City Manager, or his or her designee, which shall not be unreasonably withheld, and such improvements shall become part of and remain with the FACILITIES upon termination of this

Agreement. The COLLABORATIVE PARTNER shall bear all costs and expenses incurred as a result of improvements to FACILITIES that are necessary to accommodate the operational needs of the COLLABORATIVE PARTNER, and, should any damage to FACILITIES occur as a result of improvements, COLLABORATIVE PARTNER shall be responsible for the cost of repair thereof. Further, the City will make no changes in the interior configuration of the FACILITIES that will have the effect of adversely impacting the conduct of the COLLABORATIVE PARTNERS' programs and/or operations, without the written consent of the COLLABORATIVE PARTNER, which consent will not be unreasonably withheld.

6. **SIGNAGE.** Signage requested by the COLLABORATIVE PARTNER is subject to approval by the CITY, in its sole and absolute discretion, and shall be in conformance with the City of Brooksville Code of Ordinances and other applicable sign regulations. The COLLABORATIVE PARTNER shall bear all costs and expenses incurred in erecting signage.

7. **INSURANCE.** As a condition of this Agreement for use of the FACILITIES set forth herein, the COLLABORATIVE PARTNER will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

- a. General Liability \$1,000,000/\$3,000,000; Fire and Property Damage, \$500,000; and Worker's Compensation Statutory Limits plus Employee Liability \$100,000.
- b. The CITY reserves the right to require additional lines of coverage in the event services offered by COLLABORATIVE PARTNER change or require such additional coverage; or
- c. If the COLLABORATIVE PARTNER begins to operate programs using vehicles, then the CITY reserves the right to require automobile insurance coverage limits which shall name the CITY as an Additional Named Insured and as a Certificate Holder.

8. **USAGE FEE.** The COLLABORATIVE PARTNER shall pay to CITY one-thousand dollars (\$1000.00) each month in which it occupies or uses any of the FACILITIES as contemplated by this Agreement.

- a. Payments are due prior to use of the FACILITIES and shall be made to the CITY on or before the 1st day of each month.
- b. If payment is not received on or before the 10th day of the month for which payment is due, the COLLABORATIVE PARTNER shall be deemed in default, notwithstanding the provisions of Paragraph 12 of this Agreement..
- c. During the initial term of the Agreement, the usage fee will be re-evaluated at six month intervals based on the actual increases in expenses, including utilities (water, sewer, solid waste disposal, and electric), maintenance, custodial, institutional supplies, and other operating expenses, from the previous year, and the monthly usage fee will be adjusted accordingly.
- d. For all subsequent and renewal terms, the usage fee amount will be re-assessed prior to the start of each term of the Agreement to establish a new usage fee for the next annual term of the Agreement. In the event the COLLABORATIVE PARTNER does not retain its primary source of funding, the USAGE FEE may, at the sole and absolute discretion of the

CITY, be re-assessed upon formal request to the City Council by the COLLABORATIVE PARTNER.

- e. In accordance with this Paragraph 8, the monthly usage fee may be subject to amendment from time to time as agreed in writing by the parties.

9. TERM OF AGREEMENT. This AGREEMENT shall become effective upon occupancy of FACILITIES by COLLABORATIVE PARTNER on or before March 1, 2009, shall remain in effect through September 30, 2011, and shall be automatically renewed for additional three-year terms thereafter until and unless either one party hereto gives the other not less than six-months (180 calendar days) notice in writing of its desire to terminate the Agreement, or termination is otherwise negotiated by the parties in accordance with the amendment and modification requirements of this Agreement.

10. QUARRY FACILITY PROJECT. The COLLABORATIVE PARTNER and the CITY are engaged in a collaborative effort to provide a building, at the CITY'S Quarry Facility, to serve both as an emergency shelter for evacuees with special needs, and as the principal location of the COLLABORATIVE PARTNER'S Brooksville operations, hereinafter referred to as the PROJECT. When the PROJECT is completed and available for occupancy by the COLLABORATIVE PARTNER and the CITY, this AGREEMENT may be subject to amendment and modification to accommodate changes in the nature of the facilities to be occupied, and services to be provided, by the COLLABORATIVE PARTNER, under this Agreement. In that regard, other than when an evacuation emergency is declared by the Hernando County Board of Commissioners, the COLLABORATIVE PARTNER will have scheduling priority at the PROJECT facility, while the CITY will have scheduling priority in the JBCC.

11. GOOD FAITH. Each of the parties hereto does herewith agree to take such action and forebear such actions as agreed necessary to carry on the meaning and intent of this agreement and all of its terms and conditions.

12. 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. In the event of default by COLLABORATIVE PARTNER, COLLABORATIVE PARTNER shall immediately cease use of FACILITIES for all programming activities and events, and shall vacate the FACILITIES within 90 calendar days of the date COLLABORATIVE PARTNER is declared in default. COLLABORATIVE PARTNER shall be responsible for monthly usage fee for any months in which it occupies any of the FACILITIES.

13. DISPUTE RESOLUTION. All personnel of the COLLABORATIVE PARTNER and CITY are expected to cooperate to assure the highest level of service and efficiency for the citizens. In the event that there is an operational or procedural conflict between the personnel of the COLLABORATIVE PARTNER or CITY, the dispute shall be resolved by the City Manager, or his or her designee, in his or her sole and absolute discretion, who shall have final authority to resolve the matter. In the event there is a dispute regarding the interpretation of the terms of this Agreement, the dispute shall be resolved by the City Manager, in his or her sole and absolute discretion, who has final authority to decide the matter.

14. MODIFICATION AND ASSIGNMENT. This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. COLLABORATIVE PARTNER shall not sub-lease any of its interest or use of FACILITIES authorized under this Agreement. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' prior written consent.

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:

Nick Morana
President
**The Enrichment Centers Inc. of
Hernando County**
11375 Cortez Blvd.
Spring Hill, Florida 34613

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

With a Copy to:

Joe Mason, Esq.
McGee & Mason, P.A.
Post Office Box 1900
Brooksville, Florida 34601

With a Copy To:

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

16. **HOLD HARMLESS.** The CITY will be held harmless from any adverse legal or financial actions, theft, loss of property, or liability resulting from or incident to any of the COLLABORATIVE PARTNER'S activities or use of FACILITIES under this Agreement.

17. **DISCLAIMER.** Other than the covenants and performance contemplated herein, neither party has made any other 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 the 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 the payment of 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. This Agreement constitutes the entire Agreement among

the parties and supersedes all prior agreements, whether oral or written. 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 The Enrichment Centers Inc. of Hernando County have respectively signed this Agreement and caused their seals to be affixed and attested as of this day and year first above written.

**THE ENRICHMENT CENTERS INC.
OF HERNANDO COUNTY**

Nick Morana
Signature

Nick Morana
Printed Name

President
Title

Dec. 10, 2008
Date

CITY OF BROOKSVILLE

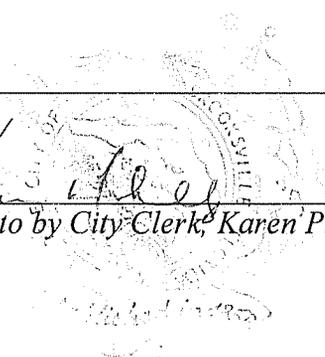
Joe Bernardini
Signature

Joe Bernardini
Printed Name

Mayor, City Council
Title

12.1.08
Date

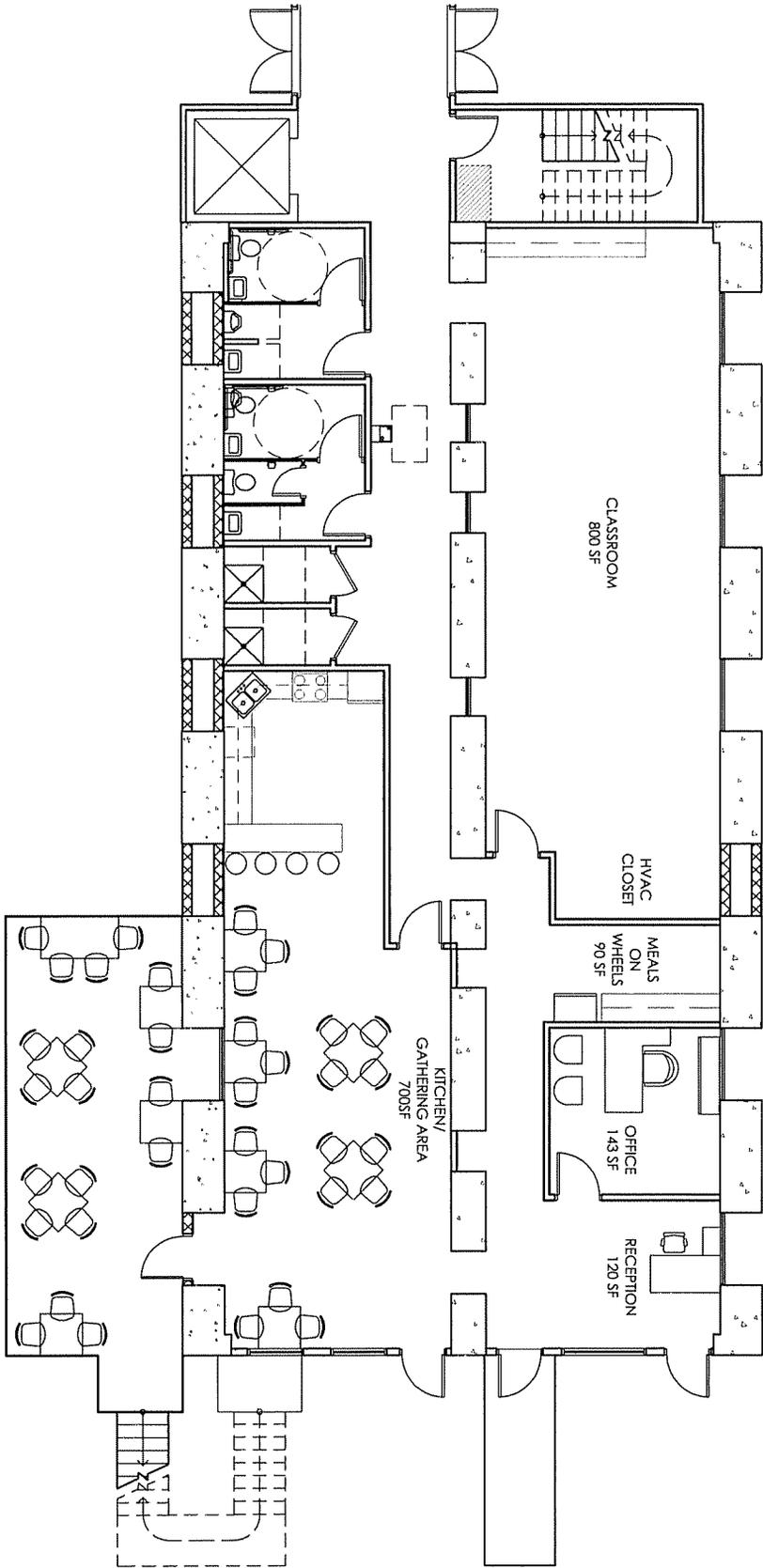
Seal
Karen Phillips
Attested to by City Clerk, Karen Phillips



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

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

EXHIBIT B



ARCHITECTURE
RGA
 ARCHITECTS

• Architecture • Planning
 • Interior • Advertising
 • Reliability • Group • LLC

202 N. W. 1st Ave., Suite 1000, Ft. Lauderdale, FL 33301
 954.561.1111
 www.rgaarchitects.com

SHEET TITLE
SCHEMATIC FLOOR PLAN

CLIENT
**PARTNERS ENRICHMENT CENTERS
 BROOKSVILLE, FLORIDA**

**Enrichment Center Special Needs
 Disaster Shelter Project**
 BROOKSVILLE, FLORIDA

NO.	BY	DATE	DESCRIPTION

NOT FOR PERMITTING

1. METALWORKERS
 AM000121

CD 2/13

ISSUE DATE

DATE

SHEET NUMBER

SD-1

EXHIBIT C

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Enrichment Centers, Inc. of Hernando County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

D. WHEREAS, funds used for emergency shelter or critical facility projects are contingent on certification by the Division that the emergency shelter or critical facility complies with, or will comply with under project completion, the structural considerations of ARC 4496, Standards for Hurricane Evacuation Shelter Selection; and

E. WHEREAS, the Division has authority pursuant to the General Appropriations Act, for the State Fiscal Year 2007-2008, Specific Appropriation 1621W, to disburse the funds under this Agreement to eligible recipients under the Local Emergency Management Needs.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 26, 2007, and shall end October 26, 2010, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division or its designee, the Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title

(b) The Recipient shall maintain all records, for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form

sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and all other applicable laws and regulations

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Division. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Division by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Division, other state agencies.

and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website.

<http://www.state.fl.us/tsaa/statutes.html>

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following

The Division of Community Affairs at each of the following addresses:

Division of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

Division of Emergency Management
Bureau of Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4 Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5 Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Division

(b) Quarterly reports are due to be received by the Division no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs

(d) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work

(e) The Recipient shall provide such additional program updates or information as may be required by the Division

(f) The Recipient shall provide additional reports and information as identified in Attachment

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215 97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to: on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any

inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder,

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Division

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement

(11) REMEDIES

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively.

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein,

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement,

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9920
Fax: 850-488-7842
Email: jenene.helms@dem.floridacorn

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is

Debbie Walker-Druzbeck
Enrichment Centers, Inc. of Hernando County
11375 Cortez Boulevard
Brooksville, Florida 34613
Telephone: 352-597-6331
Fax: 352-597-6314
Email: Debbie.Walker2@HCAhealthcare.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency

(c) This Agreement has the following attachments

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Reports

Attachment D – Justification of Advance

Attachment E – Warranties and Representations

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$600,000 subject to the availability of funds

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. If an advance payment is requested, the budget data on which the request is based and a

Justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1 _____ No advance payment is requested

2 _____ An advance payment of \$_____ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Chief Financial Officer or the Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, the Recipient shall pay to the Division an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) VENDOR PAYMENTS

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat or the Florida Constitution

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat

(k) The Division of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat and made or received by the Recipient in conjunction with this Agreement

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Department's obligation to pay the contract amount

(m) The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U S C Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")] The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) STATE LOBBYING PROHIBITION No funds or other resources received from the Division in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(22) COPYRIGHT, PATENT AND TRADEMARK
ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is

so disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) PROPERTY MANAGEMENT

(a) Title to equipment acquired by a Recipient with State funds shall vest in the Recipient, subject to conditions of this section. The Recipient must continue the operation, maintenance, repair and administration of any equipment or other personal property purchased under this Agreement in accordance with the purposes for which the funds were originally appropriated and for the period of time expressly specified in the Agreement or, failing to do so, the Recipient must return to the Division the subgrant funds used to purchase the property.

(b) The Recipient shall not use equipment acquired with State funds to provide services to non-State outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Florida statute, for as long as the State retains an interest in the equipment.

(c) The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds and shall not encumber the property without approval of the Division. When no longer needed for the original project or program, the Recipient shall use the equipment in connection with its other State sponsored activities in the following order of priority: (i) Activities sponsored by the Division; then (ii) activities sponsored by other State agencies.

(d) During the time that equipment is used on the project or program for which it was acquired, the Recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the equipment was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by the Division; second preference shall be given to projects or programs sponsored by other State agencies. If the equipment is owned by the State of Florida, use on other activities not sponsored by the State of Florida shall be permissible if authorized by the Division. User charges shall be treated as program income.

(e) When acquiring replacement equipment, the Recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Division

(f) The Recipient's property management standards for equipment acquired with State and State-owned equipment shall include all of the following

(1) Equipment records shall be maintained accurately and shall include the following information

(i) A description of the equipment

(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number

(iii) Source of the equipment, including the award number

(iv) Whether title vests in the Recipient or the State of Florida.

(v) Acquisition date (or date received, if the equipment was furnished by the State of Florida) and cost

(vi) Information from which one can calculate the percentage of State participation in the cost of the equipment (not applicable to equipment furnished by the State of Florida)

(vii) Location and condition of the equipment and the date the information was reported

(viii) Unit acquisition cost

(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the Division for its share

(2) Equipment owned by the State of Florida shall be identified to indicate State ownership

(3) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented. If the equipment was owned by the State of Florida, the Recipient shall promptly notify the Division

(5) Adequate maintenance procedures shall be implemented to keep the equipment in good condition

(6) Where the Recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return

(g) When the Recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards. For equipment with a current per unit fair market value of \$5000 or more, the Recipient may retain the equipment for other uses provided that compensation is made to the Division. The amount of compensation shall be computed by applying the percentage of State participation in the cost of the original project or program to the current fair market value of the equipment. If the Recipient has no need for the equipment, the Recipient shall request disposition instructions from the Division. The Division shall determine whether the equipment can be used to meet the Division's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported to the Department of Management Services by the Division to determine whether a requirement for the equipment exists in other State agencies. The Division shall issue instructions to the Recipient no later than 120 calendar days after the Recipient's request and the following procedures shall govern

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Recipient's request, the Recipient shall sell the equipment and reimburse the Federal awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Recipient shall be permitted to deduct and retain from the State share \$500 or ten percent of the proceeds, whichever is less, for the Recipient's selling and handling expenses

(2) If the Recipient is instructed to ship the equipment elsewhere, the Recipient shall be reimbursed by the State of Florida by an amount which is computed by applying the percentage of the Recipient's participation in the cost of the original project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred

(3) If the Recipient is instructed to otherwise dispose of the equipment, the Recipient shall be reimbursed by the Division for such costs incurred in its disposition

(4) The Division may reserve the right to transfer the title to the State of Florida or to a third party named by the State when such third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards

(i) The equipment shall be appropriately identified in the award or otherwise made known to the Recipient in writing

(ii) The Division shall issue disposition instructions within 120 calendar days after receipt of a final inventory. The final inventory shall list all equipment acquired with grant funds and federally-owned

equipment. If the Division fails to issue disposition instructions within the 120 calendar day period, the Recipient shall apply the standards of this section, as appropriate.

(iii) When the Division exercises its right to take title, the equipment shall be subject to the provisions for State-owned equipment.

(24) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

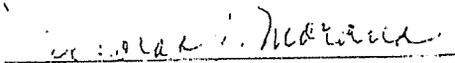
(25) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient:

ENRICHMENT CENTERS, INC. OF HERNANDO COUNTY

By 
Name and title NICHOLAS S. MORILLA, PRESIDENT
Date 2-4-09
SAMAS # _____ FID# 59-3554485

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

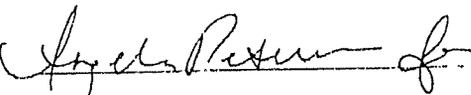
By 
Name and title W. Craig Fugate, Director, Division of Emergency Management
Date 2-13-09

EXHIBIT -- 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING

None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES.

Specific Appropriation 1621W
CSFA 52 010
\$600 000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS

- 1 Sections 215 555(7)(c) and 215 559, Florida Statutes
- 2 Chapter 252, Florida Statutes
- 3 Chapter 287, Florida Statutes
- 4 Chapter 119, Florida Statutes
- 5 Chapter 60A-1, Florida Administrative Code
- 6 Chapter 9G-19, Florida Administrative Code
- 7 Funding under this Grant is limited to projects for the installation of window and door protection and other types of structural projects.

NOTE Section 400(d) of OMB Circular A-133, as revised, and Section 215 97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient

Attachment A

Budget and Scope of Work

Enrichment Center Special Needs Disaster Shelter/Hernando County Scope-of-Work; Ref: 2007/08 Spec. Approp. 1621W

I. SCOPE OF WORK

A. The Recipient shall construct a 10,000 gross square foot public Special Needs Disaster Shelter (SNDS). The SNDS project's measurable outcome is an expansion of Hernando County special needs shelter (SpNS) capacity. Therefore, during a declared state or local emergency the SNDS must be made available for use as a public SpNS upon request by local or state emergency management agencies. All special needs client occupied spaces shall have standby emergency power supported air conditioning.

B. Eligible reimbursable costs include, but are not necessarily limited to; Architectural and Engineering services and fees; site survey and soil testing; necessary permits and fees; civil and utilities site work; access driveways and parking; site security measures; construction of the building's superstructure, shell (envelope), interior construction and essential ancillary structures; special inspections; mechanical, plumbing, electrical, telecommunication, conveying and security systems; lightning protection; redundant infrastructure equipment and systems (e.g., electric generators, water supplies, etc.); and, finish work, furnishings and equipment necessary for public hurricane evacuation shelter functional spaces and essential shared-use spaces (e.g., restrooms, kitchen/dining rooms, etc.)

C. At a minimum, the SNDS shall meet public shelter design criteria per section 423.25, Florida Building Code - Building, and the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496).

D. The SNDS and essential ancillary structures and equipment shall be designed to resist the effects of a major hurricane. Design wind loads shall be in accordance with the American Society of Civil Engineers (ASCE) Standard 7, *Minimum Design Loads for Buildings and Other Structures*. The minimum wind design shall include:

- Design Wind Speed = 150 miles per hour (3 second gust)
- Wind Load Importance Factor, $I = 1.00$
- Exposure Category = C
- Wind Directionality Factor, $K_d = 1.00$
- Internal Pressure Coefficient, Enclosed Building, $G C_{pi} = +0.18/-0.18$

All components and cladding assemblies necessary to maintain a structurally enclosed condition and prevent rainwater intrusion shall be designed and installed to meet the design wind loads. Structural metal decking and cladding materials shall be 22 gauge or thicker. Roof cover waterproofing barriers shall meet the design wind loads. Loose aggregate roof ballast shall not be used on the roof cover. Rooftop equipment shall be designed and installed to meet the design wind loads.

F. The SNDS and essential ancillary structures and equipment shall resist penetration by windborne debris impact. At a minimum, all exterior enclosure components, claddings and assemblies (i.e., walls, roofs, louvers, windows, doors, etc.) located within 60 feet in height above finish grade shall meet the hurricane wind-borne debris impact criteria specified in the Department of Energy's (DOE) Standard, *Natural Phenomena Hazards Design and Evaluation Criteria*, DOE-SFD-1020-2002. That is, the building enclosure must resist penetration by a nominal 2"x4" lumber plank weighing 15 pounds propelled at 50 miles per hour (73.3 feet per second) striking end-on and normal to the assembly surface, or equivalent performance as approved by the Division. As applicable, impact test procedures shall be consistent with recognized state and national standards; such as, *SBCI Test Standard for Determining Impact Resistance from Windborne Debris* SSTD 12, American Society of Testing and Materials (ASTM) Standards ASTM E 1886 and ASTM E 1996, and Florida Building Code Testing Protocols FAS 201, FAS 202 and FAS 203. The impact test procedures may be modified as necessary to accommodate the required missile weight and velocity.

F. The following information related to wind loads and flooding shall be shown on the construction drawings: 1. design wind loads determined per ASCE 7 with applicable year of revision; 2. design wind speed; 3. wind load importance factor *I*; 4. wind exposure category; 5. wind directionality factor *K_d*; 6. design internal pressure coefficient; 7. design wind pressures in terms of pounds per square foot (psf) to be used for the design of exterior component and cladding materials not specifically designed by the principal licensed design professional; 8. hurricane wind-borne debris impact performance criteria; and, 9. finish floor elevation above mean sea level (amsl) with comparison reference to the base flood elevation and the 500-year flood elevation (if determined).

G. The minimum design elevation of the lowest floor for the SNDS and essential ancillary structures and equipment shall be located outside of or elevated above: Category 5 hurricane storm surge elevation; the base flood elevation plus two (2) feet; the 500-year (0.2 percent annual chance) flood elevation (if determined); the highest recorded flood elevation plus two (2) feet if the area is not in a mapped special flood hazard area; whichever is greater.

H. Where secondary (emergency) roof drains or scuppers are required by the Florida Building Code -- Plumbing, the secondary system shall at a minimum be sized for a rainfall rate of eight (8.0) inches per hour. If applicable, the rainfall rate used to size the secondary roof drainage system shall be shown on the construction drawings.

I. SNDS shall be designated as a threshold building(s), and special structural inspections required. Special inspections shall be conducted in compliance with section 553.79, Florida Statutes and other applicable statutes, laws and rules.

J. The SNDS and essential ancillary structures and equipment shall be designed for a minimum of 72 hours of self-contained continuous operation and shall not be solely reliant upon off-site utilities (e.g., water, natural gas fuel, electricity, etc.)

K. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument as approved by the Division may be used.

I. During design and construction phases of the special needs shelter project, the Recipient shall track and provide construction cost data for the expansion area as detailed in Table SW-2, "Cost Data for Special Needs Disaster Shelter Expansion."

II. PRODUCT ITEMS

A. Recipient shall prepare an initial timeline with key milestone activities/tasks, including start and end dates for each activity, and an estimate of cost reimbursement allocations. Table SW-1 in Scope of Work item I.K may be used to meet this product item.

B. The Recipient shall provide one (1) copy each of site survey, site master plan, spatial needs assessment, and schematic design plan or preliminary design drawings for review by the Division. The spatial needs assessment and schematic design plan/preliminary design may be consolidated into one document.

C. The Recipient shall provide one (1) set of substantially complete (approximately 70 percent) preliminary design construction drawings and specifications for the SNDS and essential ancillary structures for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.

D. The Recipient shall provide one (1) bid-ready set of construction drawings and specifications for the SNDS and essential ancillary structures for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be signed by the applicable registered or licensed design professional(s) of record.

E. The construction drawings shall demonstrate that the SNDS will meet the hurricane hazard safety criteria of ARC 4-196, and the wind load, wind-borne debris impact and flood design requirements set forth in Scope of Work items I.C through I.I. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

F. The Recipient shall provide the Division with copies of pertinent construction permits and wind-borne debris product performance certifications or test reports.

G. The Recipient shall provide the Division with a copy of "as-built" construction drawings and specifications with signature of designer(s) of record, final threshold inspection report with signature of special inspector(s) of record, final project cost data as required in Scope of Work item I.I., and the certificate of occupancy upon completion of construction.

III. SCHEDULE OF WORK

A By March 31, 2009, the Recipient shall provide the Division with Product Item A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

B By June 30, 2009 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit Product Items B through G in a timely manner as accomplished. The Division shall be provided 30 calendar days to review and provide comments of product items pertaining to compliance with the scope-of-work. The Recipient shall also submit invoices for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation schedule referenced in Product Item A.

C By May 15, 2010, the Recipient shall provide the Division with Product Item G, close-out documentation and final payment invoice.

Attachment B

Program Statutes and Regulations

- 1 Section 215 555(7)(c) and 215 559 Florida Statutes
- 2 Chapter 252 Florida Statutes
- 3 Chapter 287 Florida Statutes
- 4 Chapter 119 Florida Statutes
- 5 Chapter 60A-1, Florida Administrative Code
- 6 Chapter 9G-19 Florida Administrative Code

Attachment C

Reports

- 1 The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports and a final close-out report, all in a format to be provided by the Division.
- 2 Quarterly financial reports shall begin with the first quarter of the Agreement period and are due to the Division no later than thirty (30) days after the end of each quarter of the Agreement period, and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of the Agreement period are December 31, March 31, June 30 and September 30.
- 3 The final close-out report is due sixty (60) days after termination of this Agreement.
- 4 If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph 10. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- 5 Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Division.
- 6 All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(n)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION	(A) FFY 2005	(B) FFY 2006	(C) FFY 2007	(D) Total
1 INITIAL CONTRACT ALLOCATION				
2 FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3 AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{ DCA Award (Do not include any match) } = \text{ MAXIMUM ADVANCE }$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2007-2008 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant
- (6) Accounting records, including cost accounting records that are supported by source documentation

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Licensing and Permitting

A: subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.



EXHIBIT D

Exhibit D Amortization Schedule

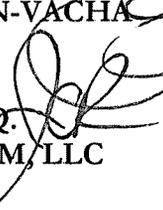
Year	Date	Termination Payment
1	2010	\$ 585,000.00
2	2011	\$ 570,000.00
3	2012	\$ 555,000.00
4	2013	\$ 540,000.00
5	2014	\$ 525,000.00
6	2015	\$ 510,000.00
7	2016	\$ 495,000.00
8	2017	\$ 480,000.00
9	2018	\$ 465,000.00
10	2019	\$ 450,000.00
11	2020	\$ 435,000.00
12	2021	\$ 420,000.00
13	2022	\$ 405,000.00
14	2023	\$ 390,000.00
15	2024	\$ 375,000.00
16	2025	\$ 360,000.00
17	2026	\$ 345,000.00
18	2027	\$ 330,000.00
19	2028	\$ 315,000.00
20	2029	\$ 300,000.00
21	2030	\$ 285,000.00
22	2031	\$ 270,000.00
23	2032	\$ 255,000.00
24	2033	\$ 240,000.00
25	2034	\$ 225,000.00
26	2035	\$ 210,000.00
27	2036	\$ 195,000.00
28	2037	\$ 180,000.00
29	2038	\$ 165,000.00
30	2039	\$ 150,000.00
31	2040	\$ 135,000.00
32	2041	\$ 120,000.00
33	2042	\$ 105,000.00
34	2043	\$ 90,000.00
35	2044	\$ 75,000.00
36	2045	\$ 60,000.00
37	2046	\$ 45,000.00
38	2047	\$ 30,000.00
39	2048	\$ 15,000.00
40	2049	\$ -



AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER 

FROM: JENNIFER C. REY, ESQ.
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY 

SUBJECT: HERNANDO COUNTY FAIR ASSOCIATION ZONING

DATE: JUNE 5, 2009

GENERAL SUMMARY: Near the end of January 2009, the City received a citizen complaint concerning use of activities that were occurring in the Hernando County Fair Ground property. The Complainant owns property adjacent to the Fair Grounds. Subsequently, the City Code Enforcement Division inspected the Hernando County Fair Grounds property and found numerous recreational vehicles (RV) with occupants, tractor-trailers, storage trailers, trucks and miscellaneous carnival-type equipment that were parked, stored and were being maintained on the property. On February 5, 2009, the City sent notice to the Hernando County Fair Association (Fair) that an inspection of the property indicated what appeared to be several Code Violations. Specifically, the Fair was cited for violations of City Code related to the RV use and parking, storage and maintenance of commercial vehicles and equipment on the property. The Fair Association responded by indicating that the uses cited were temporary and would cease near the beginning of March 2009, prior to the beginning of the 2009 Fair event. It has since been determined that the violations with which the Fair was cited were applicable to residentially zoned property. Said violations related to recreational vehicles being occupied on the grounds, tractor-trailers parked on the property and storage of trailers and equipment on the property. The Fair Grounds property is zoned Agricultural.

In making further inquiry into the matter, staff learned that the activities which were cited as Code Violations were in fact not permitted under the Agricultural zoning regulations – particularly recreational vehicle hookups (RV Sites) and storage, maintenance and repair of tractor-trailers and equipment. As it turns out, these uses and activities were part of an agreement the Fair Association has with North American Midway Entertainment, LLC (NAME) for use of the fairground's property for NAME'S winter quarters. The Fair Association is now looking to renew the lease.

It appears that eighty-nine (89) RV Sites were in existence prior to 1993, the year in which the fairground property was annexed into the City. Therefore, continual use of the RV Sites could be considered a grandfathered non-conforming use. Allowing use of these RV Sites would not be an issue under the Code. However, the Fair could not expand a non-conforming use without Council approval. This leaves the remaining concern regarding the tractor-trailer maintenance and storage. The concern is that the agreement the Fair Association would like to enter into with NAME allows

for the use of the property in a manner that is inconsistent with the City's agricultural zoning regulations. A copy of the proposed agreement is attached for Council's review.

The Fair's initial intention was to enter into a 10-year long term lease with NAME. However, given the outstanding issues involving zoning the Fair is now only seeking to enter into a one (1) year agreement with NAME. The Fair wants to move forward with the NAME Agreement and is asking Council to authorize additional time for staff to work with the Fair Association to address the outstanding zoning issues.

Mr. Geiger, Community Development Director, has indicated that there are several options that may be considered to resolve the zoning issues; however, pursuing any of these options would require more time than the Fair has indicated is available to them with respect to the NAME Agreement.

BUDGET IMPACT/BUDGET AMENDMENT: None.

LEGAL REVIEW: There are legal arguments in support for and against the City giving its authorization for additional time to address the zoning issues associated with the proposed one-year agreement between the Fair Association and NAME. Briefly stated, the City can either (a) deny the Fair Association's request to allow the uses associated with the one-year agreement on the basis that there is no specific statutory presumption that the activities of the Fair Association need not comply with the local land use/zoning requirements; or (b) grant the Fair Association's request to allow the uses associated with the on-year agreement on the basis that pursuant to Fla. Stat. §616.09 "fair associations shall be recognized by the state as equal in dignity to the Florida State Fair and as fully recognized as the Florida State Fair" and as such would have all the same authority as the State Fair which is granted broad powers of authority under Fla. Stat. §616.256 to "make and enter into all contracts or agreements as the authority may determine which are necessary or incidental to the performance of its duties or the execution of its powers under this part." In addition, Fla. Stat. §616.08 sets forth additional powers of the local fair association to include, "generally to do, perform, and carry out all matters, acts, and business usual or proper in connection with fairs and expositions." As a point of note "usual and proper" is not defined in the Statute.

STAFF RECOMMENDATION: Staff seeks direction from the Council as to how the Council desires to proceed in the matter.

ATTACHMENTS: NAME Agreement and received Fair Association correspondence

LICENSE AGREEMENT FOR WINTER QUARTERS

THIS LICENSE AGREEMENT FOR WINTER QUARTERS (herein "License"), including maps defining the area of usage attached hereto as **Exhibit A**, is entered into this ____ day of _____, 2009 between the HERNANDO COUNTY FAIR ASSOCIATION, INC., P. O. Box 10456, Brooksville, FL 34603 (herein called "The Fair") and NORTH AMERICAN MIDWAY ENTERTAINMENT, LLC, 576 Highland Colony Parkway, One Paragon Centre, Suite 110, Ridgeland, MS 39157 whose authorized representative at the foregoing address is Jeff Blomsness and who can be contacted at: 847-344-3550 (office); 847-514-5153 (cell); or jblomsness@aol.com.

THE FAIR GRANTS TO LICENSEE, the use and occupancy of only the areas outlined on **Exhibit A** of the Fair facilities (herein "Licensed Area") located at 6436 Broad Street, Brooksville, FL 34601 (herein the "Fairgrounds"), with the understanding the Licensee shall have the right of ingress and egress through such Fairgrounds as may be required by the event and approved by The Fair.

1. **EVENT**: The Licensee is granted use of the Licensed Area for the storage and repair of carnival equipment and trucks, including the use of the eighty nine (89) RV sites located on the Fairgrounds. Specifically, Licensee owns 42 tractors, 10 trucks, 25 pickups, 85 semi-trailers and 16 small ride trailers.
2. **USE DATES**: The Licensee shall use the Licensed Area from November 1, 2009 through March 15, 2010.
3. **TIME FOR ACCEPTANCE**: This License must be executed and returned to the Fair with deposit, by June 10, 2009 or License will be null and void.
4. **FEE TERMS**: Licensee agrees to pay the Fair the sum of \$40,000.00, plus sales tax, if applicable, as follows:
 - a. \$10,000 Non-refundable deposit to be paid on June 30, 2009
 - b. \$10,000 paid November 15, 2009
 - c. \$10,000 paid December 15, 2009
 - d. \$10,000 paid January 15, 2010
5. **UTILITIES**: Licensee shall be responsible and pay for all utility connections (e.g. water, sewer, electric) and for all charges related to the utility usage. Licensee shall also be responsible for portable toilets, garbage disposal, wastewater or gray water discharge in a manner as required by the Fair, and any applicable law, rule, ordinance or regulation. Any sums due the Fair for utilities shall be paid within seven (7) days after presentation of an invoice to Licensee by Fair.

6. **RESTROOMS/SHOWERS:** The Fair shall provide restrooms and shower facilities for use by Licensee's employees. However, Licensee shall be responsible and pay for any water or electricity usage and shall be responsible for maintaining the restroom and shower facilities, including the routine cleaning of all toilets, urinals and showers, and the repair of such facilities as necessary.
7. **INSURANCE:** At least thirty (30) days prior to the initial Use Date, Licensee shall provide the Fair with a Certificate of Insurance in a form and from an insurer acceptable to the Fair, which shall name the HERNANDO COUNTY FAIR ASSOCIATION, INC. and HERNANDO COUNTY as additional insureds for Comprehensive General Liability insurance including products and completed operations coverage with limits of not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage. The term of coverage shall coincide with the dates and time of this License. The Fair shall have the sole and arbitrary discretion to require higher limits of coverage than those contained herein. The policy shall have a standard thirty-(30) day cancellation of notice provision.

Licensee shall provide to the Fair at least thirty (30) days prior to the initial Use Date satisfactory evidence of Workers' Compensation insurance complying with statutory requirements of the State of Florida.

Licensee shall provide the Fair with a Certificate of Insurance at least thirty (30) days prior to initial Use Date as evidence of automobile liability insurance coverage on all owned, non-owned and hired vehicles used in connection with this License in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

Licensee shall secure Certificates of Insurance at least thirty (30) days prior to the initial Use Date from all vendors, performers, concessionaires, contractors, sub-licensees and sub-contractors evidencing comprehensive general liability coverage insurance in form and amount no less than required for Licensee herein above, adding the HERNANDO COUNTY FAIR ASSOCIATION, INC. and HERNANDO COUNTY as additional insureds with limits of not less than those required to be carried by Licensee.

In the event Licensee shall not timely provide proof of insurance as set forth herein, this License shall immediately and automatically terminate without notice of default from the Fair.

8. **ALCOHOLIC BEVERAGES:** Licensee shall not cause or allow beer, wine or any other alcoholic beverages or illegal drugs or substances to be consumed or used on the Fairgrounds.
9. **CANCELLATION BY THE FAIR:** The Fair reserves the unilateral right to cancel this License for the public good in the event of a natural disaster or other emergency as determined in the sole and arbitrary opinion of the Fair or in the event of any request by any Federal, State, County or municipal agency for use of the facilities, it being understood and agreed by Licensee that its use hereunder is subordinate and inferior to the right of use by any

Federal, State, County or municipal agency or department, in which case any funds paid the Licensee will be refunded without penalty. Should the Fair exercise its rights to cancel this License, Licensee agrees to forego any and all claims for damages against the Fair and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Licensee shall have no recourse of any kind against the Fair.

10. **CANCELLATION OR DEFAULT BY LICENSEE:** Should the Licensee cancel this event or fail to appear and set up for the event or perform the conditions and requirements set forth herein required to be performed prior to the date of the event, this License shall be canceled and shall in all respects be deemed null and void, and the Fair shall retain any and all deposits paid by Licensee as liquidated damages and not as penalty, it being understood and agreed by all parties that actual damages would be extremely difficult to ascertain. Should the Licensee default in the performance of any of the terms and conditions of this License, the Fair, at its option, may cancel this License and the relation of the parties shall be in all respects as if said term had fully expired. The Fair may reenter the premises and hold the same as of its former state therein, remove all persons therefrom, and resort to any legal proceedings to obtain such possessions. It is agreed the Licensee shall be liable for the full amount of License fees.
11. **PUBLIC SAFETY:** The Fair reserves the unilateral right to cause the interruption of any event in the interests of the public safety and to likewise cause the termination of such event when in the sole and arbitrary judgment of the Fair such action is necessary in the interest of public safety. The Licensee hereby waives any claim for damages or compensation from the Fair. The Fair reserves the unilateral right to make such announcements as is deemed necessary at any time in the interest of such public safety. Licensee agrees to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require Licensee employees, subcontractors, or invitees to leave the Fairgrounds.
12. **OCCUPANCY INTERRUPTION:** Licensee, his or her agent, officers, and other authorized representatives hereby waive any and all claims for compensation and all rights and claims, action and causes of action against the Fair for any and all loss or damage sustained by reasons of any defect, deficiency or impairment on the Fairgrounds, including, but not limited to, the electrical, plumbing and air conditioning installations or any part thereof furnished by the Fairgrounds, or any loss or impairment of light, electricity, or water which may occur from any cause, or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God. Licensee accepts the Licensed Area in its 'AS IS, WHERE IS, WITH ALL FAULTS' condition.
13. **FAIR'S RIGHT OF ENTRY:** In permitting the use of the space herein before mentioned, the Fair does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operations of said premises. Duly authorized representatives of the Fair may enter the Licensed Area at anytime and occasion without any restrictions whatsoever. Licensee hereby waives any and all claims for compensation for any and all loss or damages sustained by reasons of interference by any public agency or official

in the operation of the Licensed Area; however, such interference shall not relieve Licensee from any obligations hereunder.

14. **ASSUMPTION OF RISK:** The Licensee assumes full responsibility for and risk of bodily injury, death or property damage or theft to any of its employees, subcontractors, guest/invitees, or their property, regardless of whether such occurrence is due to negligence of Fair or otherwise.
15. **INDEMNITY:** Licensee assumes all risk in the operation of the Winter Quarters and the use of the Licensed Area and Fairgrounds and shall be solely responsible and answerable in damages for any and all injuries or death to persons or damage or loss to property and hereby covenants and agrees to fully exonerate, indemnify, defend and hold harmless the Fair, its management, staff, employees, officers, directors, volunteers and agents, and Hernando County, each severally and separately relating to the exercise of its rights under this License or use of the Fairgrounds and the Licensed Area; and from any and all claims, suits, losses, damage, injury or death to persons or property of whatsoever kind or nature, whether direct or indirect, arising out of Licensee's exercise of any rights under the License and the use of the Fairgrounds; and shall reimburse the Fair for any and all expenses, cost and judgments including the payment of attorney's fees and costs arising therefrom. All such liability is hereby expressly assumed by Licensee.
16. **COMPLIANCE WITH LAWS:** Licensee will comply and will require its agents, subcontractors and employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, and by all facility rules and regulations provided by the Fair. Licensee agrees that all times it will conduct its activities with full regard for public safety and will observe and abide by all applicable rules, regulations and requests by duly authorized governmental agencies responsible for the public safety and by the Fair to assure such safety,
17. **DEFACEMENT OF FACILITY/PROPERTY:** Licensee shall not injure, mar, nor in any manner deface said Fairgrounds or any buildings, fixtures or equipment contained thereon; and shall not cause or permit anything to be done whereby premises, property or equipment therein shall be in any manner injured, marred or defaced; and will not make nor allow to be made any alterations or improvements of any kind to said buildings, property, fixtures or equipment contained therein without the express written consent of the Fair.
18. **CLEAN-UP:** It is agreed that Licensee will maintain the Licensed Area in a clean and safe manner from move-in through move-out and the cost will be paid by Licensee. Licensee shall have garbage removed at such intervals so as to prevent the unsightly accumulation of garbage or offensive odors. All perishable garbage shall be placed in fly-tight bags.
19. **PAYMENT FOR DAMAGES:** Licensee agrees to pay all costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this License in order to restore the damaged facility, property and equipment or other

parts of the premises affected by the event to a condition equal to that at the time this License went into effect, unless such damage is caused by the Fair or its invitees.

20. **TRANSFER:** Licensee will not transfer, assign, sublet or subject this License or its rights or interest therein with-out prior written approval of the Fair, which approval may be arbitrarily withheld.
21. **CITY APPROVAL:** This License is subject to and contingent upon the City of Brooksville approving the use of the Fairgrounds for the purposes described herein.
22. **SECURITY:** It is agreed that the Licensee shall provide at the Licensee's sole cost and expense, security as may be required for the License Area. It is the responsibility of the Licensee to provide other security as they may need, at Licensee's sole cost and expense.
23. **OBJECTIONABLE PERSONS:** It shall be the responsibility of the Licensee to eject or cause to be ejected from the Fairgrounds any person or persons causing a disturbance and nuisance. Neither the Fair nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensee of such action.
24. **USE RESTRICTIONS:** The following use restrictions shall be in effect during the term of this License:
 - a. Any welding will be done in a controlled area and will have a person doing fire watch during the actual welding process.
 - b. No engine oil changes will be done on the Fairgrounds. If any oil is collected while working on equipment it will be saved in appropriate containers and disposed of by a recovery company or by such other proper and legal means.
 - c. Any items needing to be spray painted will be done in a booth or with adequate shielding.
 - d. No parking or driving is permitted in areas on the front, sides or back of the auditorium or other buildings.
 - e. No domestic animals shall be permitted on the Fairgrounds except service animals as defined by Florida Statutes.
 - f. All trucks, trailers, and equipment shall be parked in a neat and orderly fashion.
 - g. All vehicles used on the Fairgrounds will adhere to a speed limit of 10 mph or as otherwise posted.

- h. Outdoor work on the carnival rides and equipment shall be limited to the hours of 8:00 a.m. and 8:00 p.m. No outdoor work shall occur on Thanksgiving Day or Christmas Day.

- 25. **PERSONAL PROPERTY:** Licensee assumes all responsibility for all goods, materials, exhibits, displays and articles in or on the Fairgrounds before, during or after the event. Licensee shall be responsible for all personal property brought on to the Fairgrounds by Licensee's employees, subcontractors, invitees, and shall indemnify and hold the Fair harmless from any liability, claims, actions, damages, causes of action incurred as a result of the loss of any personal property.
- 26. **REMOVAL OF PROPERTY:** Licensee agrees that all personal property and equipment will be removed from the Fairgrounds on or before the expiration of the License. The Fair shall be authorized to remove, at the expense of the Licensee, all property and equipment remaining on the Fairgrounds. Licensee shall be responsible for payment of storage costs and Licensee agrees the Fair shall not be responsible for loss, damage or claims against property or equipment removed or stored under this provision. Licensee agrees the Fair shall have a first lien on such property for payment of costs accrued for removal and storage.
- 27. **DELIVERIES AND SHIPMENTS:** The Fair, at its discretion, may accept delivery of mail, packages and other property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless the Fair for any loss or damage to any personalty in the receipt, handling, care or custody of said mail, packages and other property at any time. The Licensee further indemnifies the Fair from any claims or costs related to claims from any third party for loss or damage to said mail, packages or other property on the Fairgrounds. The Fair will not accept COD or any similar delivery.
- 28. **LICENSES, PERMITS AND TAXES:** Licensee agrees to obtain the proper licenses and/or permits for the use of the Licensed Area as required by Federal, State or local agencies. Licensee agrees to promptly pay all applicable sales taxes and to require all vendors, subcontractors, and others to pay applicable taxes and carry the proper licenses and permits.
- 29. **COMPLETE AGREEMENT:** All terms and conditions of this License shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived or modified by any oral representation of promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this License. Such written document must be incorporated by specific reference therein as a part of this License. Neither party may rely on any oral representations and must look solely to the terms of this License. This License constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force or effect.
- 30. **NON-EXCLUSIVE RIGHT:** The Fair shall retain the right to use and/or permit to be used such portions of the Fairgrounds as may not be covered by this License.

31. **OTHER CONDITIONS:** It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of the Fair.
32. **CONDITIONS AND LIMITATIONS:** It is agreed that this License is subject to all the conditions and limitations set forth for use of the Fairgrounds herein above referred to and Licensee shall be bound thereby.
33. **COUNTERPARTS AND DUPLICATE ORIGINALS:** To facilitate the execution of this License, any number of counterparts of this License may be executed and delivered. That is, it shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered an original and all of them, together, shall constitute one and the same instrument. Any number of duplicates of this License may be executed and delivered, each of which shall be considered an original.
34. **CONSTRUCTION OF LICENSE:** Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this License. This License was negotiated at arm's length. Thus, this License shall not be construed more strictly against the Fair notwithstanding that it has been drafted by the Fair and its counsel. Furthermore, the money, property, insurance or services which are the subject of this License are for commercial purposes and not for personal, family or household purposes.
35. **EFFECTIVE DATE:** The effective date of this License shall be the date on which the last one of the Fair's representative and the Licensee's representative executes this License.
36. **LANGUAGE:** Whenever used in this License, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
37. **PARAGRAPH HEADINGS:** The paragraph headings used in this License are for convenience only, and shall not be used in interpreting or construing any provision of this License.
38. **SEVERABILITY:** If any term, covenant, or condition of this License or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this License or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this License shall be valid and enforceable to the fullest extent permitted by law.
39. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Handwritten or typewritten provisions inserted into this License and initialed by all parties shall control over all typewritten provisions in conflict therewith.

40. **EXHIBITS:** Any exhibits attached to this License shall, by this reference, be incorporated into this License.
41. **FURTHER ACTION:** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
42. **ATTORNEY'S FEES:** Any reference to attorney's fees in this License applies only to the indemnity given by Licensee to the Fair and not to any other term, provision and condition hereof.
43. **VENUE:** The venue of any legal proceeding brought in connection with this License or any aspect of the relationship between the parties shall be in Hernando County, Florida.
44. **FLORIDA LAW:** This License shall be considered to have been executed in Hernando County, in the State of Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.
45. **TIME:** Time is of the essence for all of the provisions and terms of this License.
46. **MATTERS SURVIVING TERMINATION:** Unless otherwise provided in this License, all of the terms, provisions, representations and warranties, and all remedies available to any party, shall survive termination of this License.
47. **AGENTS/EMPLOYEES:** All agents, subcontractors, and employees shall take subject to the terms and conditions of this License and all it shall be expressly the Licensee's responsibility to advise said individuals or companies of such terms and provisions and to provide for an acknowledgement of same.
48. **PRE-SUIT MEDIATION:** In the event of a dispute between the parties in connection with this License, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available in Hernando or Hillsborough County. The fee of the mediator shall be shared equally by the parties.

[Signatures appear on the next page]

HERNANDO COUNTY FAIR ASSOCIATION, INC.

By: _____
Sandra K. Nicholson, President

Date: _____

NORTH AMERICAN MIDWAY ENTERTAINMENT,
LLC

By: _____
Jeff Blomsness, Manager

Date: _____



HERNANDO COUNTY FAIR ASSOCIATION

P.O. Box 10456 • Brooksville, FL 34603 • Phone: 352-796-4552 • Fax: 352-799-2842

Ms. Linda Sidor, Code Enforcement. Officer
CITY OF BROOKSVILLE
201 Howell Avenue
Brooksville, FL 34601-2041

May 7, 2009

RE: RV Waste Station – 6420 Broad Street

Dear Ms. Sidor:

We are in receipt of your letter Dated April 21, 2009.

Sanitary waste is being disposed of through the waste dump station with the eleven (11) city sewer hook ups. The dump station and hook ups installed when the RV sites were installed. It is part of the sewer hook-up that the County paid the City to install. My recollection is that the money the County used to pay the City was received from a grant from the State of Florida. According to Commissioner Dave Russell, the grant was ear-marked for a new roof and improvements to the McKethan Auditorium.

There may be another dump station in the rear (east side) of the property; however we have not been able to locate it.

Since this was a joint project between the City and County, we would assume that either or both entities would have all the records, plans, permits, etc.

We also have Cliff's units on site and pump any RV's that may not have a sewer hook up.

Please call with any questions.

Sincerely,
Joy Jackson

Joy Jackson,

Fairgrounds Manager

Hernando County Fair Association

Enclosure

cc: Sandi Nicholson, President
John Foster

From: Chris [pierm20@bellsouth.net]
Sent: Wednesday, May 06, 2009 3:43 PM
To: info@hernandofairgrounds.com
Subject: SEPTIC PUMPING- HERNANDO COUNTY FAIRGROUNDS
To Mrs. Sandra Nicholson:

This letter serves to verify that Cliff's Construction Services, Inc. has maintained a regular pump schedule on the following units, from November 2008 to present.

Recreational Vehicles on site	Weekly
(4) 300 Gallon Holding Tanks	Weekly
(4) Portable Toilets	Weekly

Thank you for your business.

CHRIS PIERMATTEO
OPERATIONS OFFICE MANAGER
CLIFF'S CONSTRUCTION SERVICES, INC.
P.O. BOX 10567, BROOKSVILLE, FL 34603
352-796-4540 / 352-796-3119 FAX

FOSTER & FUCHS, P.A.
ATTORNEYS AT LAW

7108 FAIRWAY DRIVE
SUITE 200
PALM BEACH GARDENS, FLORIDA 33418

JOHN FENN FOSTER
LANCE C FUCHS

TELEPHONE (561) 799-6797
FACSIMILE (561) 799-6551

ROBERT McK. FOSTER (1922-1998)
ROBERT M. FOSTER (1893-1958)

E-MAIL: jfoster@fosterfuchs.com

May 8, 2009

VIA FAX AND U. S. MAIL

T. Jennene Norman-Vacha, City Manager
CITY OF BROOKSVILLE, FLORIDA
201 Howell Avenue
Brooksville, FL 34601-2041

RE: Hernando County Fair Association, Inc. (the "Fair")

Dear Ms. Norman-Vacha:

This firm represents the Fair. We have received a copy of a five (5) page Memorandum of Law ("Memo") that was addressed to you concerning the issue of whether the private, nonprofit Hernando County Fair Association is subject to the Public Records Law and the Sunshine Law. The Memorandum was forwarded to the Fair by Mayor Bernardini.

While it is apparent that the City Attorney spent a considerable amount of time researching and drafting the Memo, the Fair never requested such an opinion and, more importantly, the Fair is already represented by this firm. In addition, my client is rather perplexed as to why City funds would be expended for an opinion that has no public purpose relative to the City. In other words, how does the fact that the Fair may or may not be subject to the Public Records Law and Sunshine Law impact the City of Brooksville? Is this the type of opinion the City has sought for other nonprofit organizations within Brooksville such as the Kiwanis Club or Boy Scouts?

I am advised that the Fair has never denied City representatives access to meetings or access to its records. In fact, the Mayor, Joe Bernardini, sits on the Fair Board and is privy to all information regarding the Fair. So, why would the City feel the need to have its Attorney render such an opinion? If there is any information the City would like, or if there are any meetings the City would want to attend, please advise and the Fair will make every accommodation possible.

I have also been advised that the Mayor is attempting, on behalf of the City, to compel the Fair into having a forensic audit. Why is the City making such a demand, and under what legal authority can the Fair be compelled by the City to have a very expensive forensic audit? As an organization under Chapter 616, the Fair is obligated to do an annual audit or review of its books and records and publish that finding with the Department of Agriculture (See Sec. 616.101, Fla. Stat.). If the City would like a copy of the previous audits, the Fair will be glad to provide said copies.

Rec'd
5-11-

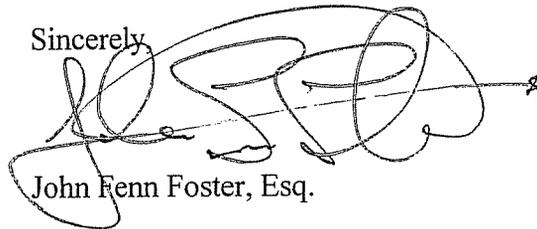
T. Jennene Norman-Vacha, City Manager
CITY OF BROOKSVILLE, FLORIDA
May 8, 2009
Page Two

Finally, I would respectfully request your assistance in timely resolving the outstanding alleged code violation issue regarding the parking of R.V.'s on the fairgrounds during the winter months. The Fair has presented evidence to the City regarding the fact that the R.V. hookups have been in existence for many years and are grandfathered in. It has also presented evidence of the disposal of waste through the sanitary sewer system.

The Fair has a Board meeting on Thursday, May 14, 2009 and must take action to enter in to a multi-year agreement with N.A.M.E. for use of the Fairgrounds as its winter quarters. If the matter is not resolved and an agreement entered into prior to the end of May, NAME has advised the Fair in writing that it must look elsewhere and, consequently, the Fair will lose tens of thousands of dollars in revenue it needs to maintain the fairgrounds, and, more importantly, the City and the County will lose the economic impact generated in grocery stores, welding shops, restaurants and other businesses in the community.

I look forward to the City's response to the questions raised in this letter. In the meantime, though, please know that the Fair stands ready, willing and able to be a valuable, productive and cooperative asset in the City of Brooksville.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Fenn Foster', with a stylized flourish extending to the right.

John Fenn Foster, Esq.

JFF/

cc: City Council-members, City of Brooksville
Sandra Nicholson, President, HCFA
Joy Jackson, Manager, HCFA



FOSTER & FUCHS, P.A.
ATTORNEYS AT LAW

7108 FAIRWAY DRIVE
SUITE 200
PALM BEACH GARDENS, FLORIDA 33418

JOHN FENN FOSTER
LANCE C. FUCHS

TELEPHONE (561) 799-6797
FACSIMILE (561) 799-6551

ROBERT McK. FOSTER (1922-1998)
ROBERT M. FOSTER (1893-1958)

E-MAIL: jfoster@fosterfuchs.com

May 21, 2009

VIA EMAIL AND U. S. MAIL

Thomas S. Hogan, Jr., City Attorney
CITY OF BROOKSVILLE, FLORIDA
Post Office Box 485
Brooksville, FL 34605

RE: Hernando County Fair Association, Inc. (the "Fair")/Code Violations

Dear Hogan:

On February 5, 2009, the Code Enforcement Officer for the City of Brooksville wrote to the Fair Manager, Joy Jackson, to advise her that several code violations exist, to wit:

- Recreational Vehicles being occupied on the grounds.
- Tractor-trailers parked on the property.
- Storage of trailers and trucks on the property.

As you know, the trucks and recreational vehicles ("RV") were on the fairgrounds as part of an agreement between the Fair and North American Midway Entertainment, LLC ("NAME") for use of the fairgrounds as its winter quarters. NAME is in the business of providing amusement rides at fairs and carnivals across North America and needs a place to store its rides during the dormant winter months.

Not only will the refusal of the City to allow NAME to use the fairgrounds for its winter quarters result in a financial loss to the Fair of at least \$40,000 per year for 10 years, but the City will lose the annual estimated economic impact of over \$800,000, which is calculated by NAME as follows:

- Payroll: \$600,000
- Utilities: \$ 50,000
- Parts (local): \$200,000

In addition, three employees bought homes in the area when NAME signed the lease with the fairgrounds last year. So, the economic impact to the community is substantial. Therefore, any decision to deny the Fair this opportunity is actually a decision against the financial interest of the City and its resident taxpayers.

Thomas S. Hogan, Jr., City Attorney
CITY OF BROOKSVILLE
May 21, 2009
Page Two

Parking of Trucks and Trailers

The City claims that the Fair will violate Section 82-35 relative to the parking of trucks and trailers on the fairgrounds. In a letter dated February 18, 2009 to the Code Enforcement Officer, we responded to the alleged parking violation as follows:

With respect to Section 82-36, Parking of Trucks, my initial read suggests that it may not apply since (1) the Fairgrounds is not zoned residential; and (2) the trucks were not parked on area that was designated as the original Town of Brooksville.

In other words, Section 82-35 applies only to an area that is “zoned residential” or part of the “area which is designated as the original Town of Brooksville.” In the case of the fairgrounds, it is zoned agricultural and it was annexed into the City and not part of the original Town. Therefore, the Fair is not in violation of the City Code of Ordinances by allowing the trucks and trailers to be parked on the fairgrounds.

Recreational Vehicles

The City has also claimed that the parking of RV’s on the fairgrounds violates the provisions of Sec. 117-33. That section, and all of the sections dealing with travel trailers and trailer parks, was enacted in 1988. Consequently, we replied in our February 18, 2009 letter to the Code Enforcement Officer:

Regarding the parking of trailers, it is my understanding that the RV hook-ups on the Fairgrounds were installed prior to enactment of Article II in 1988.

Subsequent to our response, the Fair forwarded affidavits to the City from four (4) individuals attesting that “camp site electric and water hook ups were originally installed prior to 1970” and that “additional camp site hook ups were needed and, in 1986, Mike Wilson obtained estimates and oversaw the installation.” Moreover, the affidavits state that “camp sites have been in use regularly since the original installation.”

Based on this uncontroverted evidence, it is clear that the RV hook-ups were in existence prior to enactment of the Travel Trailer, et. al. code in 1988. As such, they are valid nonconforming structures. Additionally, the use of the camp sites is a valid nonconforming use. The testimony of record demonstrates that the camp sites have been in use regularly since they were originally installed.

It may be suggested that the use of the RV sites has been abandoned because they are not continually used throughout the year and may not even be used for a period of six (6) months. In the case of the Fair, that argument is unsupported for several reasons. First, the affidavit testimony unequivocally shows that the camp sites have been in use “regularly.”

Thomas S. Hogan, Jr., City Attorney
CITY OF BROOKSVILLE
May 21, 2009
Page Three

Second, a temporary cessation in use, especially in the case of the Fair, does not constitute abandonment or discontinuance so as to render the nonconforming use terminated. In Section 26.63 of The Law of Local Government Operations, it provides in pertinent part:

The right to continue a pre-existing nonconforming use is valid as long as the use is continued, but may be lost by abandonment...Abandonment, as that term is ordinarily used in zoning legislation, requires the concurrence of an intention to abandon or relinquish the use with an overt act or failure to act...Thus, a period of discontinued nonconforming use without intent to abandon, even if for the full period prescribed by statute, will not necessarily terminate the nonconforming use....A municipality alleging abandonment of a nonconforming use has the burden of proving that the discontinuance was coupled with the requisite intent to abandon. Many municipalities have sought to avoid the intent problem inherent in proving abandonment by promulgating ordinances which provide that a nonconforming use is terminated when it is discontinued for a specified period of time. This approach has not generally been successful since many courts have held that the terms "abandon" and "discontinue" are synonymous and require proof of intent to abandon even though the ordinance speaks in terms of a use discontinued for a specified period of time. Charles S. Rhyne, The Law of Local Government Operations (1980), Section 26.63, pp. 850-852.

The law in Florida supports this notion that there must be a clear intent to abandon the property. In Hobbs v. Department of Transportation, 831 So.2d 745 (Fla. 5th DCA 2002), the DOT had a rule that a nonconforming sign is no longer valid if the owner fails to operate and maintain the sign for a period of 12 months. The evidence indicates that the sign owner did not use the sign for 12 months but that during the period he applied for permits to the County regarding the sign. The Court held that:

Generally, temporary cessation of a nonconforming use does not operate to effect abandonment of the nonconforming use. Instead, abandonment occurs when the landowner intentionally and voluntarily foregoes further non-conforming use of the property....On this record, there is no evidence that [sign owner] intended to abandon his right to advertise on the sign. Hobbs at 748,749.

In the case of the Fair, there is absolutely no evidence to suggest that the Fair intended to abandon and discontinue use of its RV hook-ups. Therefore, any temporary cessation of use is not enough to deem the valid nonconforming use terminated. In an ironic twist, the Hobbs decision also states that "...it is reasonable to conclude that the termination of such grandfathered nonconforming uses may result in a taking for constitutional purposes unless the basis of such termination accords with applicable legal rights." Hobbs at 748. I don't think the City would want to risk a claim that it has effectively condemned the property of the Fair by disallowing this use.

Thomas S. Hogan, Jr., City Attorney
CITY OF BROOKSVILLE
May 21, 2009
Page Four

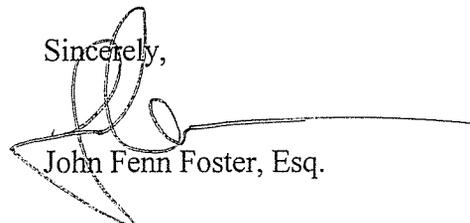
Third, the City of Brooksville has continued to recognize the nonconforming use at certain Fair events. This is evidenced by the fact that the Fair has never received a notice of violation for use of its RV hook-ups, and the Code Enforcement Officer's Notice of Violation clearly implies that RV use is acceptable if it is associated with an "event." Accordingly, the City's attempt to apply the current ordinance to non-event use of the hook-ups is unlawful.

One last question I would like to address is the authority of the Fair to engage in off-season rentals and other activities. In 1992 and 1993, this office worked on the reenactment of Chapter 616 regarding Public Fairs and Expositions since it was scheduled to sunset in 1993. There were significant amendments to Section 616.08, Fla. Stat., dealing with the powers of the fair associations. According to the Bill Analysis and Economic Impact Statement prepared for the House of Representatives (Bill No. PCB BPR 93-04), the House staff stated that Section 10 of the proposed legislation "amends section 616.08, Florida Statutes, to authorize fair associations to utilize facilities on a year-round basis for functions other than annual public fairs." When discussing the historical background and possible changes, the House staff stated, "The various associations attempt to use fair facilities year-round for various other purposes to raise additional revenue, and make the associations self-supporting." Based on the amendments to Chapter 616 in 1993, fair associations are authorized and encouraged to lease its facilities as a means of generating revenue to fund its annual fair operations and maintain its property on an annual basis. The NAME agreement is a significant step in this direction for the Fair.

It is my hope and sincere desire that the City of Brooksville will permit the Fair to do what it always has permitted. It is unfortunate and troubling that in February of 2009, the Fair receives its Notice of Violation for uses that have always occurred and been allowed on the fairgrounds, and in March of 2009, receives a letter from the Mayor requesting an audit, when he knows that the Fair has an annual review of its books and records pursuant to Chapter 616. Now the City is requesting a list of existing and future uses of its property and a site plan showing the location of such uses. How is that remotely relevant to the issue regarding the NAME use of the property? There is no way the Fair knows how the property will be used in the future and no time to prepare a site plan. Perhaps the City ought to consider municipal contraction under Section 171.051, Fla. Stat., as a way of resolving whatever difficulty it has with the Fair. It is certainly something I could recommend.

Finally, the Fair must respond to NAME by the end of the May, 2009. Therefore, we need to know if the Fair can enter into a ten (10) year agreement with NAME to allow it to use the fairgrounds for its winter quarters. Any attempt to solicit information unrelated to this request that will have the effect of delaying the City's decision is unacceptable. Your prompt reply would, therefore, be greatly appreciated.

Sincerely,



John Fenn Foster, Esq.

Thomas S. Hogan, Jr., City Attorney
CITY OF BROOKSVILLE
May 21, 2009
Page Five

cc: City Council-members, City of Brooksville
Jennene Norman-Vacha, City Manager
Sandra Nicholson, President, HCFA
Joy Jackson, Manager, HCFA



SCANNED



HERNANDO COUNTY FAIR ASSOCIATION

P.O. Box 10456 • Brooksville, FL 34603 • Phone: 352-796-4552 • Fax: 352-799-2842

May 26, 2009

Sandi Nicholson
President

Cathy DeHoff
Vice-President

Stephanie Sims
Secretary

Shari Kfimas
Treasurer

Joy Jackson
Manager

Directors

James Adkins

Joe Bernardini

Gail Brooks

Brian Chytka

Tommy Clark

Tammy Fincher

Dana Hurst

Jan Knowles

Anne McClung

John Mitten

Nancy Moores

Sheriff Richard Nugent

Sherry Pedonesi

Cherie Plourde

Daina Simon

Chuck Stringer

Mr. Bill Geiger, Planner
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

RE: Correspondence of 5-20-09

Dear Mr. Geiger:

It is the Fair Association's intent to work with the City in this matter to resolve any and all issues as quickly as possible. To that end we are providing the following information that you requested that supports the constraints of existing land use, zoning and Fair Association authority.

- Q. Please provide a list of all uses on the property (existing or contemplated) and provide a site plan that shows the location of the various existing or planned uses for the property.
- R. Section 616.19 - "Any public fair or exposition heretofore or hereafter created pursuant to this chapter shall be designated the name stated in the permit required or stated by its fair association and shall be recognized by the state as equal in dignity to the Florida State Fair and as fully recognized as the Florida State Fair."

Section 616.08 - "Every fair association shall have the power to hold, conduct, and operate public fairs and expositions annually and for such purpose to buy, lease, acquire, and occupy lands, erect buildings and improvements of all kinds thereon, and develop those lands, buildings, and improvements; to sell, mortgage, lease, or convey and such property or any part thereof, in its discretion, from time to time for the purpose of public fairs or expositions; ..."

Section 616.255 - "Throughout each year, promote the progress of the state and stimulate public interest in the advantages and development of the state of providing facilities for agricultural and industrial exhibitions, public gatherings, cultural activities, and other functions intended to advance the educational, physical, economic, and cultural interests of the public. ..."

Mr. Bill Geiger, Planner
City of Brooksville
May 26, 2009
Page 2

R. Cont'd

The Fair Association will continue to perform in its capacity to put on an annual fair as directed by 616.255(3) – “Hold an annual fair on the Florida State Fairgrounds (*see Section 616.19*) for the exhibition of agricultural, industrial, mechanical, horticultural, dairy, forestry, poultry, livestock, mineral, cultural, and all other interests of the state, and establish rules of exhibition and operation for the fair...”

In addition, as put forth by 616.255(4) – “Erect and repair buildings on the Florida State Fairgrounds (*see Section 616.19*), make any and all necessary or proper improvements, and generally carry on a program of development and extension of facilities designed to accomplish the objectives set forth in this section.

Attached is a Swiftmud aerial of the fairgrounds. At the point in time that we are ready to expand, we will in accordance with 616.255(5) – “Develop and implement a master plan to remedy the infrastructure deficiencies on and surrounding the fairgrounds. The deficiencies shall include, but are not limited to, stormwater and drainage, internal and external traffic including parking and construction...”

In addition, we will be providing a master plan to the county pursuant to the performance agreement. We will, of course, be working with you to complete the master plan.

- Q. Provide supporting documentation related to possible grandfathered, non-conforming uses on the property (including specific statutory reference for off season uses and/or provide an explanation of how the uses support the Fair Association’s mission.)
- R. Please refer to our attorney’s letter of 5-21-09. According to Don Coker, Chief of State Markets, The Department of Agriculture, it is within the confines of the rules to allow midways to winter at fairgrounds to perform maintenance items on equipment. It is a normal and accepted procedure.
- Q. How many RV sites were there on the property at the time when the property was annexed back in 1993. How many are there now.
- R. In 1993 there were 89 RV sites. None have been added.

Mr. Bill Geiger, Planner
City of Brooksville
May 26, 2009
Page 3

- Q. What are the uses associated with the pending proposed lease of the property? Specifically name all of the uses and quantify the terms (i.e., 50 R.V. sites for six months starting in July and ending in December 2009, parking of ___# or motor-freight vehicles, maintenance of vehicles and equipment to include painting, welding, oil changes, etc
- R. The dates of use for the property under the proposed lease are late October, 2009 through mid-March 2010. The bulk of the equipment will arrive mid-November, 2009 and remain on the property until mid-March. Some equipment will remain through the Fair if the fair opts to use them for next year's midway.

Approximately 20 to 30 RV sites will be used in November. All RV sites (89) will be used from January thru March, 2010.

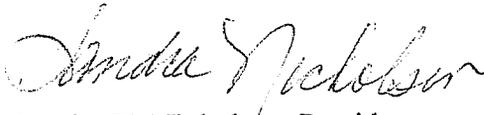
Welding will be done in a controlled area and will have a person doing fire watch during the actual welding process.

No engine oil changes will be done on fairground property. If any oil is collected while working on equipment it will be saved in oil drums to be pumped off at a later date by a recovery company.

Most of the painting will be done by roller and brush. Any small items needing to be spray painted will be done in a spray booth.

The company owns 42 tractors, 10 trucks, 25 pickups, 85 semi-trailers and 16 small ride trailers. These vehicles will be moved around to different locations on and off the premises.

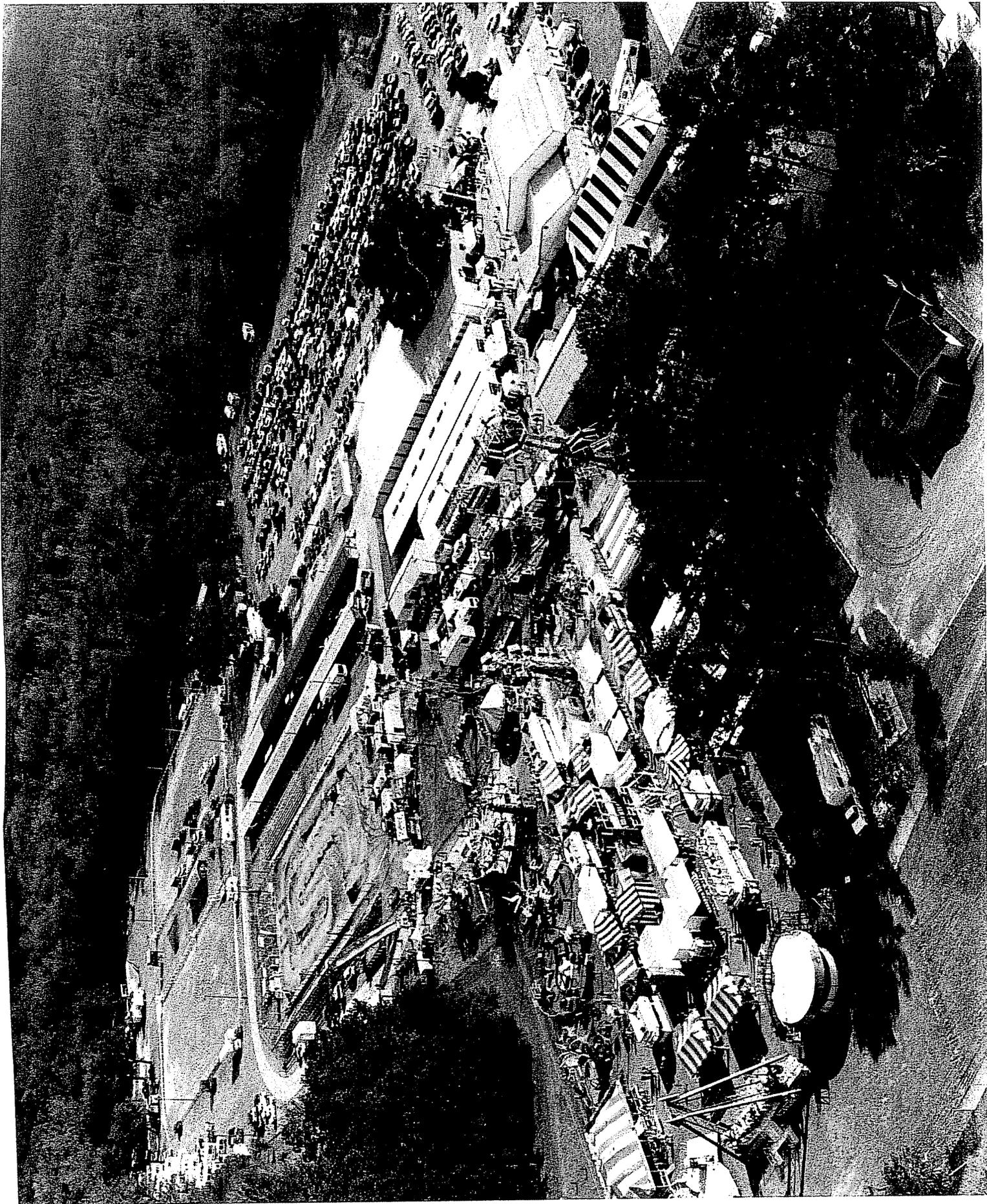
Sincerely,



Sandra K. Nicholson, President
Hernando County Fair Association

Cc: T. Jennene Norman-Vacha; Linda Sidor; Tom S. Hogan, Esq., Lew Chandler; Joe Bernardini, Joy Jackson, John F. Foster, Esq., HCFAB

Before
1986



...s will race at 10
 Robinson's Racing Pigs are coming to the Hernando County Fair March 31 through April 5. And the good news is that the six daily performances by these swift swine are included in the daily admission price.
 The parkers have demonstrated their skill all over Florida at county fairs and recently at the Florida State Fair. All this the usual livestock both youth and adult. There will be home-competitions, arts, comm-

**3/19/86
 Free Press**

Changes on display in upcoming

he fair, which begins Monday, will feature an improved fairground, more attractions and parking and midway locations that have traded places.

By SANDRA ZEC
 Tribune Staff Writer

BROOKSVILLE — Visitors to this year's Hernando County Fair will find a spruced-up, rearranged fairground and more attractions and exhibits than ever before.
 Racing pigs, performing horses, helicopter rides and historical displays and videos are among the new attractions. What's more, the fair-

**3/30/86
 Hernando Tribune**

ground's parking area and midway have switched places this year to allow for more games and rides. "I don't think there's an area where people will walk on the fairgrounds that they won't see improvements," says Fair Manager Mike Wilson.
 The Hernando County Fair officially starts 4:45 p.m. Monday with a flag-raising ceremony by the Veterans of Foreign Wars and a ribbon-

cutting by Miss Hernando County, Lucille Bracty, and by Little Miss Hernando County, Allison Dawn Shaw.
 From the ribbon-cutting to the fair's scheduled closing on Saturday at 10:30 p.m., fairgoers can find myriad things to see and do. There is much that is new at the fair this year. Among them will be a historical section sponsored by the Hernando Museum and Historical Society. Several organizations are putting up displays in this section which depict Hernando County's past. There also will be a historical video presentation.
 Robinson's Racing Pigs, which wowed the crowds at the Florida State Fair, will be off and running six times a day. Helicopter rides by Crogan's Helicopter Service will be available for a sky-eye view of

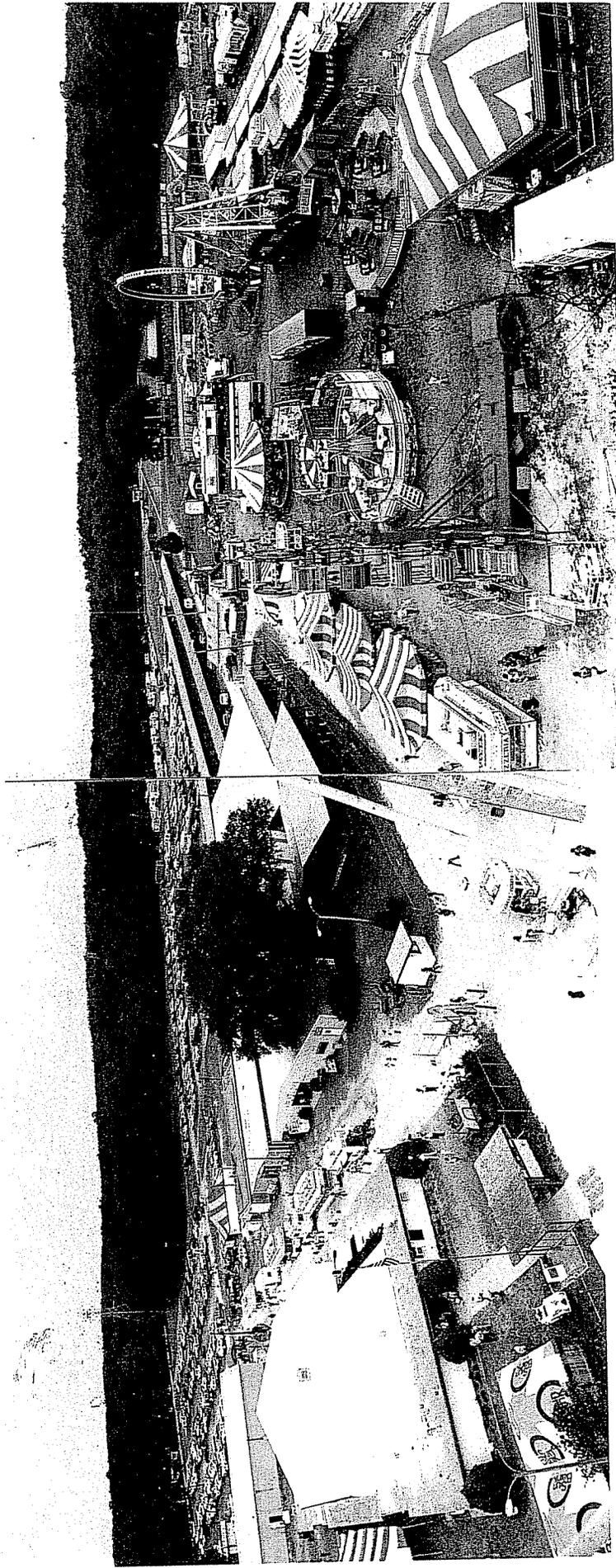


Fair

From Page 1
 Draft Horse Association at 2 p.m. Saturday.

One of the most glaring differences from fairs of years past is the new layout of the grounds. Motorists now have separate entrances and exits to drive through, and the parking area is located where the midway used to be. Also, the parking area now has designated locations for bicycles, motorcycles and disabled parking.
 Another change is that motorists will be charged this year to park on the premises. The fee is \$1 for all day parking.
 What will stay the same this year is the admission price to the fair. The charge is \$1 for students and \$2 for adults. Pre-schoolers get in free. There also are special bargain days such as Kids Day on Thursday, when children will be admitted free 11 a.m.-5 p.m., and Senior Day on Friday, when seniors will pay \$1 to get in from 11 a.m. The old favorites — which make it a real county fair — will well. There will be shows, swine and auction, and the show and the...
 The...
 41 at

year can be...
 year, with...
 tions made...
 type of animal...
 only a few days...
 The poultry...
 ing this year...
 poultry...
 promote...
 culture...
 poultry



1990

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – June 15, 2009

1. **TYPE:** Letter
 DATE: May 1, 2009
 RECEIVED FROM: Donald C. Varn
 ADDRESSED TO: City of Brooksville Planning & Zoning Board
 SUBJECT: Resignation from Alternate position on the Planning & Zoning Board

2. **TYPE:** Letter
 DATE: May 12, 2009
 RECEIVED FROM: Brighthouse Networks
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Digital Carriage Agreement

3. **TYPE:** Letter
 DATE: May 15, 2009
 RECEIVED FROM: Southern Hills Plantation II Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: FY2009/10 Proposed Budget

4. **TYPE:** Letter
 DATE: May 02, 2009
 RECEIVED FROM: Florida Department of Environmental Protection
 ADDRESSED TO: Emory Pierce, Department of Public Works
 SUBJECT: Notification of conformance of the City of Brooksville's Sewer Rehabilitation Project

5. **TYPE:** Letter
 DATE: May 26, 2009
 RECEIVED FROM: Brighthouse Networks
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Notice of Programming Change

6. **TYPE:** Letter
 DATE: May 27, 2009
 RECEIVED FROM: Southern Hills Plantation II Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Notification of Public Hearing adopting the Proposed FY2009/10 Budget

7. **TYPE:** Letter
 DATE: May 29, 2009
 RECEIVED FROM: Brighthouse Networks
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Renewal of Agreements with Cable Channels

NOTE: COPIES OF ALL CORRESPONDENCE ON FILE IN THE OFFICE OF THE CITY CLERK

Rec'd
5/20/09
CJW

5/1/09

DUE TO EXTENSIVE TRAVEL, I MUST
RESIGN MY POSITION FROM THE
CITY OF BROOKSVILLE'S PLANNING &
ZONING BOARD. EFFECTIVE
IMMEDIATELY THIS 1ST DAY OF MAY,
2009.

RESPECTFULLY,

Donald C. Varn

DONALD C. VARN

CJW

1004 U.S. Highway 92 West
Auburndale, FL 33823

tel 863.965.7733
fax 863.288.2299



VIA FEDERAL EXPRESS

May 12, 2009

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

Dear Ms. Norman-Vacha,

I am writing to you about a change to Bright House Networks ("BHN") carriage obligations with respect to one of your local PBS stations starting on June 12, 2009.

By way of background, the Association of Public Television Stations ("APTS"), the Public Broadcasting Service ("PBS"), and the National Cable & Telecommunications Association ("NCTA") entered into a digital carriage agreement which takes effect on June 12, 2009.

Under the terms of that agreement, BHN is required to carry one PBS station in both analog and digital format with multicast rights ("the "primary" PBS station) while all other PBS stations carried on the system made an election to be carried in analog-only or digital-only format with multicast rights.

Pursuant to the terms of the agreement, WUSF elected digital-only carriage with multicast rights. Please be advised, therefore, of the following programming change:

Effective June 12, 2009, WUSF will no longer be carried in analog format, but instead will be carried in digital-only format. WUSF will remain on the same channel location, channel 16 in Pinellas, Manatee, Hernando, Pasco, Polk and Hillsborough counties, and continue to be on the basic tier of service.

Customers who do not have a digital set-top- box or digital-ready television or device (with a QAM tuner) may contact Bright House Networks to obtain a digital set-top box.

Bright House Networks continues to be at the forefront of bringing new technology, additional programming and excellent customer service to the Tampa Bay area community.

Information on our services is available on our website at www.mybriighthouse.com. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Gillan".

Drew Gillan
Manager of Public Relations

Handwritten initials "CTN" and a signature, with the date "6-11-09" written below.

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

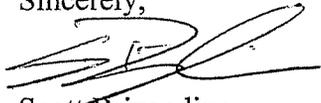
May 15, 2009

Ms. Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2009/2010 for the Southern Hills Plantation II Community Development District. A public hearing to consider the adoption of this item has been scheduled for July 16, 2009, at 1:30 p.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,



Scott Brizendine
District Manager

Enclosures: FY 09-10 Proposed Budget

CTM
06-15-09



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Atwater
Deputy Governor

Michael W. Eide
Secretary

May 20, 2009

Mr. Emory H. Pierce, P.E.
600 S. Brooksville Avenue
Brooksville, Florida 34601

Re: WW27020 - City of Brooksville
Sewer Rehabilitation Project

Dear Mr. Pierce:

The City of Brooksville's Sewer Rehabilitation Project Plan received April 29, 2009 and related planning documents are in conformance with the requirements set forth in Chapter 62-503, Florida Administrative Code.

The plans and specifications entitled "City of Brooksville's Sewer Rehabilitation Project" are in conformance with the requirements set forth in Chapter 62-503, Florida Administrative Code.

Both the planning documents and the plans and specifications are accepted contingent upon no project related adverse environmental concerns being raised during the 30-day public comment period for the Department's Environmental Information Document.

If you have any questions or need further information, please call David O'Brien, at 850/245-8367.

Sincerely,

Robert E. Holmden, P.E., Chief
Bureau of Water Facilities Funding

RH/dpo

cc: T. Jennene Norman-Vacha, City Manager - Brooksville, Florida

CTN
06-15-09
JH

1004 U.S. Highway 92 West
Auburndale, FL 33823
tel 863.965.7733



May 26, 2009

Ms. T. Jennene Norman-Vacha
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

VIA FEDEX OVERNIGHT

Re: Notice of Programming Change

Dear Ms. Norman-Vacha,

I am writing to you about programming changes to a limited number of Bright House Networks customers in your community starting June 25, 2009. This change will enable Bright House Networks to add new digital channels.

On June 25, 2009, Bright House Networks is changing the frequency it uses to deliver some of its digital channels. This change *only* affects customers who receive programming through a digital-ready television (with a QAM tuner) and do not have a digital set-top box.

These customers will not be able to view some programming *until they rescan* their digital-ready television (with a QAM tuner). Once the customer *rescans* the television, these channels will reappear on the same channel location as before.

Again, no other customers will be affected by this change.

Please be advised, therefore, of the following programming change:

- Effective June 25, 2009, BHN will change the frequency it uses to deliver the following digital channels:
 - **WEDU HD**
 - **WEDU Florida Knowledge Network**
 - **WEDU World**
 - **WEDU V-me**
 - **8Prime(RTN)**
 - **WFLA NBC HD**
 - **WUSF PBS**
 - **WUSF Kids Channel**
 - **WUSF Create**
 - **WUSF Florida Knowledge Network**
 - **WMOR HD**

CTM
6-15-09

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

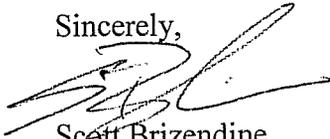
May 27, 2009

Ms. Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Please be advised that the public hearing to consider the adoption of the Southern Hills Plantation II Fiscal Year 2009/2010 proposed budget has been rescheduled to August 13, 2009, at 1:30 p.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601.

Sincerely,



Scott Brizendine
District Manager

CTN
6-15-09

1004 U.S. Highway 92 West
Auburndale, FL 33823
tel 863.965.7733



Via Federal Express

May 29, 2009

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

Dear Ms. Norman-Vacha,

From time to time our agreements with cable channels and television stations come up for renegotiation. While we make every effort to ensure that there will be no loss or interruption in service, we also need to protect our company and our loyal customers from unreasonable demands which would cause the cost of our service to rise excessively. Our agreements with WMOR - TV and the Lifetime Networks (Lifetime/Lifetime Movies and Lifetime Real Women) expire June 30, 2009, and we may have to cease carriage if our authority to continue is withheld. We are working diligently at this time to try to come to acceptable and fair terms with these channels.

Bright House Networks continues to be at the forefront of bringing new technology, additional programming and excellent customer service to the Tampa Bay area community.

Information on our services is available on our website at www.mybrighthouse.com. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Gillan", written in a cursive style.

Drew Gillan
Manager of Public Relations

CTN
6-15-09
JW