

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

**AGENDA**

August 3, 2009

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. REQUESTS FOR WAIVERS

1. **Veterans Appreciation Parade November 14, 2009**

Consideration of request to waive fees for the street closures and traffic control cost of \$503.

Presentation: Operation Pride Representative  
Attachments: Letter from City Clerk dated 07/23/09; Permit Request

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Progress Energy Presentation of Rebate**

Presentation of rebate check for energy efficient light retrofits the City has begun installing.

Presentation: Susan Mendez, Supervisor,  
Commercial, Industrial, Governmental  
Energy Efficiency  
Attachments: Memo from Director of Parks,  
Facilities & Recreation dated 07/2/09,  
Utility Bill Comparisons

2. **Hernando County Health Department – Smoke-Free Campus**

Presentation of “Save Lives, Save Money” Make your Business Smoke-Free.

Presentation: Karen Gidden, Heart Healthy  
Hernando Program Coordinator;  
Attachments: None – Info/Packets will be provided  
at Council Meeting

3. **Great Brooksvillian Selection**

Review and selection of nominations for the 2009 award nominees as recommended by the Screening Committee.

Presentation: City Clerk & Screening Committee  
Chair  
Attachments: Memo from City Clerk dated  
08/03/09, Nominations

REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

E. CITIZEN INPUT

F. CONSENT AGENDA

1. **Department of Corrections - Work Crew Contract #WS407 Amendment**  
Consideration of Inmate Work Squad Contract #WS407 for an amount not-to-exceed \$56,467.
2. **Parks & Recreation Surplus**  
Consideration of surplus to be disposed of at the next public auction held in conjunction with the Hernando County Board of County Commissioners/Hernando County School Board.
3. **Sewer Rehab: DEP Agreement No. LP6006 - Amendment No. 3**  
Consideration of approval of Amendment and transfer of Funds from "Professional Services" to "Construction".
4. **Mallett Settlement Agreement**  
Consideration of approval of the Mediation Settlement Agreement in taking of property for Wiscon Road water and sewer lines and authorize budget amendment.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve  
Attachments: 1) Memo from Director of Parks, Facilities & Recreation dated 07/22/09, Proposed Contract; 2) Memo from Director of Parks, Facilities & Recreation dated 07/23/09, Surplus List; 3) Memo from Director of Public Works dated 07/21/09, Agreement; 4) Memo from City Attorney dated 07/27/09

G. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. **Alcoholic Beverage Location Permit**  
Consideration of Category "A" Permit for the property located at 128 N. Broad St.

Presentation: Director of Community Development  
Recommendation: Approval of Permit  
Attachments: Memo from Director of Community Development dated 07/09/09; Application

REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

H. REGULAR AGENDA

1. **Ordinance No. 754-B – Firefighters’ Retirement Trust Fund Amendments**

Consideration of approval of ordinance amending City of Brooksville Firefighters’ Retirement Trust Fund, inclusive of retirement contribution rates for 2009-10.

Presentation: Fire Chief & Trust Fund Attorney  
Recommendation: Approval of the first reading of Ordinance No. 754-B upon roll call vote and schedule second and final reading for 08/17/09  
Attachments: Letter from Fire Chief dated 08/03/09; Letter from Pension Board Attorney dated 04/29/09; Proposed Ordinance; Actuarial Impact Statement

2. **Ordinance No. 766-B – Cost Recovery Revision**

Consideration of revisions to the Ordinance for cost recovery, which contains amendments necessary to comply with Senate Bill 2282 as signed into Florida Law effective July 1, 2009.

Presentation: City Attorney  
Recommendation: Approval of the first reading of Ordinance No. 766-B upon roll call vote and schedule second and final reading for 08/17/09  
Attachments: Memo from City Attorney dated 07/27/09; Proposed Ordinance

3. **Waste Disposal Agreement with Sumter County**

Consideration Interlocal Agreement with Sumter County for backup waste disposal plan.

Presentation: Director of Public Works  
Recommendation: Approval  
Attachments: Memo from Director of Public Works dated 07/21/09; Proposed Agreement

4. **Personnel Policy Amendments**

Consideration of updates to the Personnel Policy.

- a) Section 1.10 Safety & Accident Reporting
- b) Section 1.10 (A) Workplace Violence Prevention

Presentation: City Attorney  
Recommendation: Approval  
Attachments: Memo from City Attorney dated 07/20/09; Proposed Policies

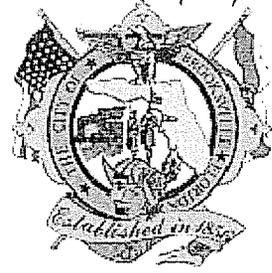
## REGULAR COUNCIL MEETING AGENDA – AUGUST 3, 2009

- I. CITIZEN INPUT
- J. ITEMS BY COUNCIL
- K. ADJOURNMENT

### CORRESPONDENCE TO NOTE

*Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at [www.cityofbrooksville.us](http://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

## MEMORANDUM

**To:** Honorable Mayor and City Council Members

**Via:** T. Jennene Norman-Vacha, City Manager

**From:** Janice L. Peters, CMC, City Clerk

**Subject:** Veteran's Appreciation Parade

**Date:** July 23, 2009

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### General Information

The 2009 Veteran's Appreciation Parade is tentatively scheduled for Saturday, November 14, 2009. Organizers are working to finalize the actual date in the next couple weeks. Line-up begins at 8:30 a.m. at City Hall and parade from 10:00 – 11:00 a.m. The parade coordinator, Anna Liisa Covell has requested City Council waive fees associated with the parade permit.

Operation Pride is sponsoring the event this year and will provide the required certificate of insurance.

The route will be the same as last year, from City Hall parking lot out to Ft. Dade, Right on Main Street, crossing Jefferson and Broad Streets, Left on Liberty, Left on Magnolia, Left on Fort Dade and back to City Hall.

### Budget Impact

The cost projections for the waiver are \$503.15 to cover traffic control provided by the Brooksville Police Department. The Department of Public Works (DPW) will place barricades where needed the work day prior to the parade and collect them the first work day after the parade, therefore there will be no additional cost for DPW.

In the FY2009/10 preliminary budget Council has allocated \$7,000 in line item #001-010-511-5901 for fee waivers. To date, no waivers have yet been approved by Council for the FY2009/10 year.

# CITY OF BROOKSVILLE APPLICATION FOR TEMPORARY STREET CLOSURE

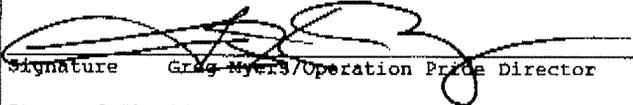
201 Howell Avenue  
(352) 540-3810

INSTRUCTIONS: Complete top portion of form and return to Clerk's Office, 201 Howell Avenue, Brooksville, FL 34601. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$100,000 for each individual and \$300,000 for event. Applicant will be notified of estimated cost; receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event. **Certificate Attached** -  Yes  No

Name of Organization <b>OPERATION PRIDE</b>		Event <b>VETERAN'S APPRECIATION PARADE</b>	
Person in Charge <b>ANNA LIISA COVELL / Parade Coordinator</b>		Address <b>600 S MAIN STREET</b>	Telephone <b>544-0680</b>
If unavailable (Alternate Name) <b>Greg Myers/Operation Pride Director</b>		Address <b>624 Dacatur Ave Brooksville</b>	Telephone <b>796-4984 / 650-9770</b>
Date of Event <b>11/ /09</b>	Starting Time <b>10:00 A.M.</b>	Ending Time (approx) <b>11:00 A.M.</b>	Estimated Number of Participants <b>200</b>

Proposed Route (include Street/Avenue, attach location map)  
**Leave city hall parking lot & go south on Main Street; turn left (east) on Liberty St; go to Magnolia, turn left (north); proceed on Magnolia through the courthouse parking lot & across Jefferson, then continue to Ft. Dade; turn left (west) & return to city hall parking lot.**

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

  
 Signature Greg Myers/Operation Pride Director

State of Florida  
 County of Hernando

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2009, by who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

  
 [Signature of Notary Public]

Earle H. Jordan III  
 [Printed, typed or stamped name of Notary Public]

\_\_\_\_\_  
 [Commission Number of Notary Public]



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

Total Deposit \$ _____		Received By: _____	Date _____
Police Chief	Date	City Manager	Date

Distribution: Original to Applicant; Copies to Chief of Police, Director of Public Works, City Manager and City Clerk

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

# CITY OF BROOKSVILLE

## STREET CLOSURE

### COST PROJECTION

201 Howell Avenue  
(352) 544-5407

Event: VETERAN'S APPRECIATION PARADE  
Starting: 10:00 A.M. (Line up 8:30 a.m.) End: 11:00 A.M.

**Police Department (Based on 2-Hour Minimum call-in Payout.)**

Personnel	<u>3</u>	@	\$ <u>24.36</u>	=	\$ <u>146.16</u>
Equipment	<u>2</u>	@	\$ <u>24.37</u>	=	\$ <u>97.48</u>
	<u>1</u>	@	\$ <u>55.32</u>	=	\$ <u>55.32</u>
	<u>1</u>	@	\$ <u>57.48</u>	=	\$ <u>57.48</u>
	<u>1</u>	@	\$ <u>67.56</u>	=	\$ <u>67.56</u>
	<u>1</u>	@	\$ <u>79.15</u>	=	\$ <u>79.15</u>

**POLICE DEPARTMENT TOTAL \$ 503.15**

**Fire Department**

Personnel	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
Equipment	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>

**FIRE DEPARTMENT TOTAL \$ N/A**

**Public Works**

Personnel	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
Equipment	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>
	<u>          </u>	@	\$ <u>          </u>	=	\$ <u>          </u>

**PUBLIC WORKS TOTAL \$ N/A**

**ESTIMATED TOTAL DUE CITY \$ 503.15**

TOTAL Actual Costs \$ 503.15 Billed \$           

Payment Received By:



AGENDA ITEM NO. D-1

8/3/09

**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**

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

**SUBJECT: PROGRESS ENERGY REBATE FOR RETROFIT ENERGY EFFICIENT  
LIGHTING AT BROOKSVILLE POLICE AND JBCC**

**DATE: JULY 23, 2009**

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**GENERAL SUMMARY/BACKGROUND:**

The City of Brooksville has been working diligently on moving forward with Council direction to become more energy efficient, over the last seven (7) months the Park/Facilities Department has been in the process of installing new energy efficient light fixtures throughout all city facilities.

The City has worked closely with Progress Energy through an audit process of our facilities to provide us with the necessary pre approved lighting technology to complete these projects and to be eligible for rebate incentives.

At this time we have completed projects at the Police Department, JBCC and the Fire Department, we are also very close to completing the City Hall project. In March 2009 we completed the incentive form to receive our rebate incentive for the projects at Police and JBCC. Once the City Hall project is completed, we will then apply for the incentive rebate for the Fire Department and City Hall.

**BUDGET IMPACT:** We are in receipt of an incentive rebate check in the amount of \$582.00 from Progress Energy for the two projects that have been completed at this time.

Although the electric bill dollar amount does not reflect an **actual** reduction in costs, due to increases in utility fuel/rate charges; however, we estimate that we have realized, at minimum, approximately \$968 savings during a five (5) month period. Based on this review (which in no way is an explicit indicator), we are projecting an estimated savings in electrical costs for JBCC and the Police Department facilities at about \$2,300 per year. Projections are based on reduction in kilowatt hour usage and expensed at an averaged, "total-billed" cost per kilowatt between February and June 2009. Attached as *Attachment 1* is a comparative breakdown of power usage, costs, and projected savings method.

We continue to seek ways to save/conserve energy and reduce the costs of government to the City of Brooksville taxpayer.

Jerome Brown Community Center Electricity Use  
 Comparing Feb 08- June 08  
 to  
 Feb 09 - June 09

	JBCC KWH each month	Total Bill	Total Bill Cost per KWH
February 08	8,140	\$945.20	\$0.12
March 08	4,600	\$546.84	\$0.12
April 08	6,580	\$788.90	\$0.12
May 08	9,640	\$1,060.44	\$0.11
June 08	12,300	\$1,291.07	\$0.10
<b>Total</b>	<b>41,260</b>	<b>\$4,632.45</b>	<b>\$0.11</b>

	JBCC KWH each month	Total Bill	Total Bill Cost per KWH
February 09	5,420	\$878.47	\$0.16
March 09	8,080	\$1,250.25	\$0.15
April 09	5,840	\$786.11	\$0.13
May 09	7,380	\$952.47	\$0.13
June 09	8,300	\$1,066.35	\$0.13
<b>Total</b>	<b>35,020</b>	<b>\$4,933.65</b>	<b>\$0.14</b>

	JBCC KWH each month
February 08	8,140
March 08	4,600
April 08	6,580
May 08	9,640
June 08	12,300
<b>Total</b>	<b>41,260</b>

	JBCC KWH each month
February 09	5,420
March 09	8,080
April 09	5,840
May 09	7,380
June 09	8,300
<b>Total</b>	<b>35,020</b>

	Difference in usage between	Total Bill Cost Per KWH in 2009	Approximate Assumed
	2,720	\$0.16	\$440.86
	-3,480	\$0.15	-\$538.47
	740	\$0.13	\$99.61
	2,260	\$0.13	\$291.68
	4,000	\$0.13	\$513.90
	6,240	\$0.14	\$879.10

Police Department Electricity Use  
 Comparing Feb 08- June 08

to

Feb 09 - June 09

	Police KWH each month	Total Bill	Total Bill Cost per KWH
February 08	10,138	\$989.05	\$0.10
March 08	8,270	\$777.67	\$0.09
April 08	11,297	\$1,092.31	\$0.10
May 08	13,277	\$1,226.96	\$0.09
June 08	14,976	\$1,382.63	\$0.09
<b>Total</b>	<b>57,958</b>	<b>\$5,468.62</b>	<b>\$0.09</b>

	Police KWH each month	Total Bill	Total Bill Cost per KWH
February 09	10,816	\$1,385.78	\$0.13
March 09	10,143	\$1,298.98	\$0.13
April 09	10,034	\$1,099.21	\$0.11
May 09	11,991	\$1,306.29	\$0.11
June 09	14,341	\$1,555.71	\$0.11
<b>Total</b>	<b>57,325</b>	<b>\$6,645.97</b>	<b>\$0.12</b>

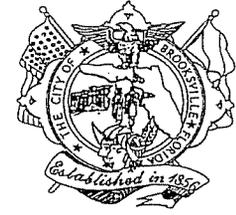
	Police KWH each month
February 08	10,138
March 08	8,270
April 08	11,297
May 08	13,277
June 08	14,976
<b>Total</b>	<b>57,958</b>

	Police KWH each month
February 09	10,816
March 09	10,143
April 09	10,034
May 09	11,991
June 09	14,341
<b>Total</b>	<b>57,325</b>

	Difference in usage between 2008 and 2009	Total Bill Cost Per KWH in 2009	Approximate Assumed SAVINGS
	-678	\$0.13	-\$86.87
	-1,873	\$0.13	-\$239.87
	1,263	\$0.11	\$138.36
	1,286	\$0.11	\$140.10
	635	\$0.11	\$68.88
	633	\$0.14	\$89.18

8/3/09

City of Brooksville



# MEMORANDUM

**To:** Honorable Mayor and City Council Members

**Via:** T. Jennene Norman-Vacha, City Manager

**From:** Janice L. Peters, CMC, City Clerk

**Subject:** Great Brooksvillian Selection

**Date:** August 3, 2009

Nominations for the 2009 "Great Brooksvillian of the Year" closed on July 10, 2009 (Attachment A). Five nominations were received – Robert Fincannon (Attachment B); Lee Slayden Gordon (Attachment C); Joseph M. Mason, Jr. (Attachment D); Dan Patrick (Attachment E) and Joseph C. Weeks, Sr. (Attachment F).

Pursuant to Official Policy No. 3-2008, the Screening Committee reviewed the nominations on Thursday, July 23<sup>rd</sup>, (minutes of the meeting follow this item) to make sure the applicants met the selection criteria and submitted their results to City Council herein. (Attachment G).

The official award ceremony will be conducted during the 2009 Founder's Week Celebration, October 12 – 16, 2009, and is currently scheduled to be held in conjunction with the Fall City Hall Art Reception on Thursday, October 15, 2009.

Financial Impact

As long as the event is held in conjunction with the above referenced Art Reception, the financial impact is nominal (basically the cost of the award plaques and invitations/mailings budgeted at approximately \$200.00).

Legal Impact

Process pursuant to provisions of Official Policy No. 3-2008.

Recommendation

Council selection of the 2009 "Great Brooksvillian of the Year".

2009 Great Brooksvillian Screening Committee Meeting  
July 23, 2009 – 2:00 p.m.  
City Hall Library  
MINUTES

In attendance were John Tucker, Sandra Sullivan, Maxine Matilainen and Janice L. Peters, City Clerk.

Call to Order

The meeting was called to order by City Clerk Peters.

Review of Sunshine Requirements

City Clerk Peters, concerning the Government in the Sunshine Statutes, explained that the main intent of the legislation is that the members of the committee were not allowed to communicate with each other outside of a meeting on matters that they would be discussing and voting on at the meeting and that the records generated by the committee are public records.

Selection of Chair/Vice Chair

By nomination and consensus, John Tucker was selected as Chair and Maxine Matilainen as Vice Chair.

Review of Nominations

City Clerk Peters and Chair Tucker reviewed the process for nominations as required in Policy No. 3-2008 as adopted by Council at their July 7, 2008 meeting. Peters further reported on the advertisement that was placed for this year's nominees and explained that the committee's recommendations would go before Council at their August 3, 2008 meeting. After which the process of contacting the nominee and/or their family to set up the award ceremony in their honor.

The five (5) nominations of Robert Fincannon, Lee Slayden Gordon, Joseph M. Mason, Jr., Dan Patrick and Joseph C. Weeks, Sr. were discussed in detail.

Recommendation to City Council

Motion was made by Maxine Matilainen and seconded by Sandra Sullivan to recommend City Council award the 2009 Great Brooksvillian of the Year to Joseph M. Mason, Jr., which carried 3-0.

Consensus of the board for the remaining four nominations were in the following order:

- 2<sup>nd</sup> Lee Slayden Gordon
- 3<sup>rd</sup> Joseph C. Weeks, Sr.
- 4<sup>th</sup> Dan Patrick
- 5<sup>th</sup> Robert Fincannon

Additional Discussion

The Committee Members would like their recommendation and meeting minutes submitted to City Council and will all attempt to be on hand for the August 3<sup>rd</sup> Council Meeting to address any questions City Council may have.

Adjournment

The meeting adjourned at approximately 2:15 p.m.

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Janice L. Peters, Recording Secretary

Attest: \_\_\_\_\_  
John Tucker, Committee Chair

# **ATTACHMENT A**

**\*\*\***

## **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](mailto: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](http://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](mailto:jpeters@cityofbrooksville.us).

# **ATTACHMENT B**

**\*\*\***

**Robert Fincannon**

**"Great Brooksvillian"**

**NOMINATION FORM**

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

ROBERT FINCANNON

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

Name if representative:

504 HOWELL AVE.

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email address (If available): \_\_\_\_\_

b) Nominee Year of Birth 4/7/46

Nominee Year of Death (if applicable) 7/15/5

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):

HE HAS MADE MANY CONTRIBUTIONS DURING  
HIS 38 YEARS OF SERVICE WITH THE CITY,  
WHETHER IT WAS WITH FIRE DEPT. OR  
UTILITIES DEPT. - HE HAD LIVED HERE  
HIS ENTIRE LIFE

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

(Attach additional sheet if necessary):

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

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

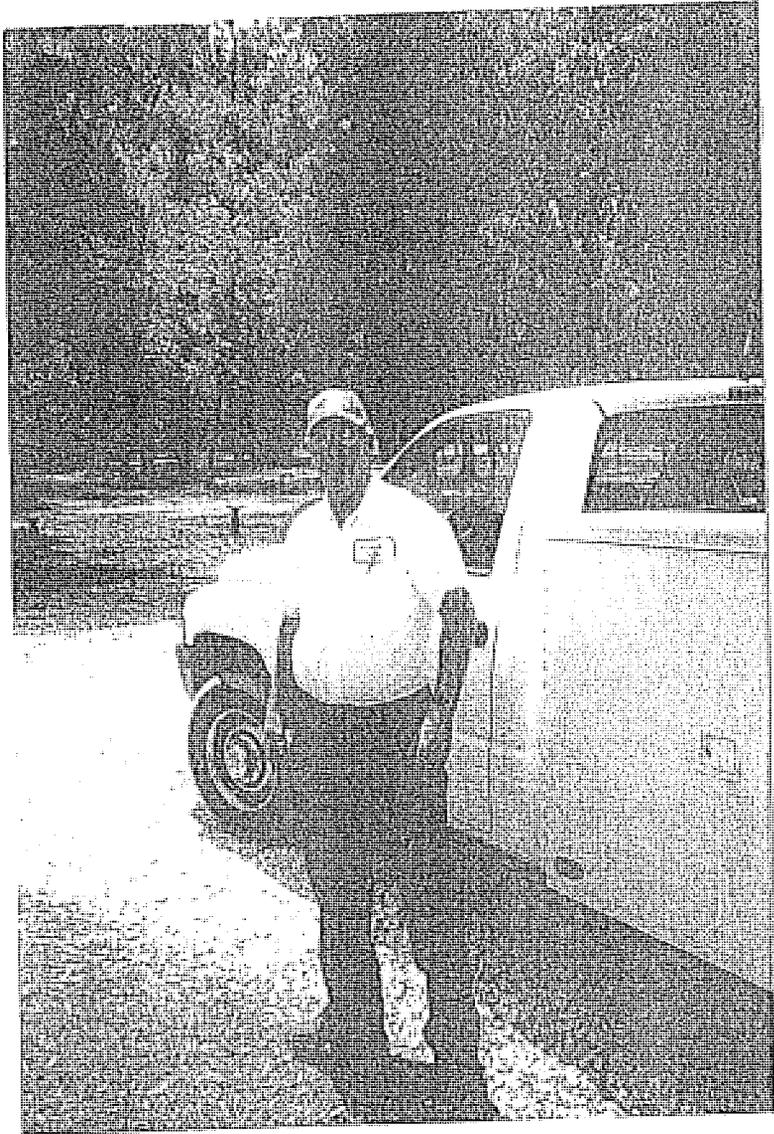
PAUL PRUESS  
21433 CAMPBELL DR,  
BROOKSVILLE, FL, 34601 OR  
DPW - UTILITIES

Phone No.: 352-397-0187 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 C**

**\*\*\***

**Lee Slayden Gordon**

Rec'd  
11/22/09  
JF

# "Great Brooksvillian"

## NOMINATION FORM

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

Lee Slayden Gordon

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

Name if representative:

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

22235 Carson Drive

Land O'Lakes, FL 34639

Phone No.: 1-352-795-9572 Fax No: \_\_\_\_\_

Email address (If available): \_\_\_\_\_

b) Nominee Year of Birth 1946

Nominee Year of Death (if applicable) 2009

c) A photo or image of the nominee is

Enclosed  Date taken 2007

Not enclosed

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

See Attached

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

(Attach additional sheet if necessary):

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

Brooksville

\_\_\_\_\_

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

(Attach additional sheet if necessary):

Yes, see attached.

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

None

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

Julia Jinkens

204 Dogwood Drive

Brooksville, FL 34601

Phone No.: 352-796-2418 Fax No: \_\_\_\_\_

**Send Completed Applications (Original & 6 Copies) to:**

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

June 22, 2009

Dear City Council:

attn: Janice Peters, City Clerk

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

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

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

(continued)

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

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

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

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

(continued)

gift could there ever be given to an entire  
Community?

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

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

Sincerely,  
Julia Jenkins  
204 Dogwood Dr.  
Brooksville, Fl.  
34601



**LEE GORDON**

July 10, 2009

City Clerk . . .

Please consider Lee Gordon  
as a nominee for  
"Great Brookvillean  
of the year".

Pegene  
Seikat

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

# "Great Brooksvillian"

## NOMINATION FORM

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

LEE GORDON

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

Name if representative:

PEGENE SEIKOT (thru  
JULIA JENKINS.

Phone No.: 352 799 5726 Fax No: NA

Email address (If available): NA

b) Nominee Year of Birth D.K.

Nominee Year of Death (if applicable) 2008 or 2009

c) A photo or image of the nominee is

Enclosed ( ) Date taken \_\_\_\_\_  
Not enclosed ( )

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

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

(Attach additional sheet if necessary):

Raised in Brooksville. Valuable  
and active<sup>m</sup> community and church  
C Faith Evangelical - Rt 41, Brooksville

7/1/09

To Whom It May Concern:

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

My Mother, born and raised in Brooksville devoted her life to bettering the youth through her musical talents. She did not stop with only the children, but offered her love of music to adults as well.

Lee Gordon had integrity, compassion, drive, vision, faith, hope, honesty, and she never gave up on anyone.

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

Sincerely,  
Linsley Gordon Merrell

# **ATTACHMENT D**

**\*\*\***

**Joseph M. Mason, Jr.**

**NICHOLAS J. MORANA**  
4257 Drummond Avenue  
Spring Hill, Florida 34608-3847  
(352) 683-4945

July 9, 2009

City of Brooksville  
ATTN: City Clerk  
201 Howell Avenue  
Brooksville, Florida 34601

Re: Nomination of: Joseph M. Mason, Jr.  
For: 2009 Great Brooksvillian Award

Dear Ladies and Gentlemen:

It is with a great deal of pride that I nominate Mr. Joseph M. Mason, Jr., for the 2009 Great Brooksvillian Award.

Mr. Mason, a fifth generation Hernando Countian, was born in Brooksville on December 16, 1943, and graduated from Hernando High School in 1961. In 1965 he graduated from the University of Florida having earned a Bachelor of Science Degree in Business Administration, with a major in banking and finance, and in 1967 Mr. Mason earned his Juris Doctorate, with honors, from the University of Florida. He was admitted to The Florida Bar in 1968, the year in which he joined the United States Navy, and served for 3½ years on active duty as a Lieutenant, Judge Advocate General's Corps, U.S. Naval Reserve.

Mr. Mason served with distinction as a Staff Judge Advocate for the Commander, Carrier Task Force Nine, and as Command Judge Advocate, on the aircraft carrier USS Oriskany (CVA-34), for a year and a half, making two combat deployments to Viet Nam. At the same time, Lt. Mason, as the ship's legal assistance officer, provided many sailors and marines with sound legal advice pertaining both to their military, and further civilian, lives.

Upon returning to civilian life in 1972, Mr. Mason was involved in a special project, that of chartering First American National Bank, an affiliate bank of the Hernando State Bank (now SunTrust Bank, Nature Coast). For the next ten (10) years, Mr. Mason was an associate, and later a stockholder/principal, with the law firm of Shackelford, Farrior, Stallings & Evans, P.A., in Tampa. In 1982 Mr. Mason moved his law practice to Brooksville, his home town, where he has been in private practice ever since.

Mr. Mason has maintained a very active presence in The Florida Bar, having served as a member of: The Florida Bar Speakers Bureau; the Legal Education and Admission to Practice Committee; the Professional Ethics Committee; the Unlicensed Practice of Law Committee of the Fifth Judicial Circuit; the Judicial Nominating Commission of the Fifth Judicial Circuit (which he chaired); the Clients' Security Fund Committee (which he chaired); Grievance Committee "A" for the Fifth Judicial Circuit (which he chaired); and as a Delegate at All Bar Conference (all sessions).

City of Brooksville

July 9, 2009

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In addition, Mr. Mason has served with distinction with the Hernando County Bar Association, as its Secretary-Treasurer, Vice-President and President (two terms). He is currently the Chair of the Liberty Bell Award Committee, and has chaired the Law Week Committee. He recently served as the Chair of the Bar's American Cancer Society Relay for Life Program, and also served as Legislative Liaison for Local Law Library Funding.

In 1999 Mr. Mason was a charter member in organizing the Citrus-Hernando American Inn of Court. He has continued his association as a Master of, and recently co-chaired a presentation group for, the Inn. The American Inns of Court are organized to promote professionalism and collegiality among the Bench and the Bar, and to provide mentoring of young lawyers by judges and senior members of the Bar.

In the year 2000, Mr. Mason was selected to be a Director of Withlacoochee Area Legal Services, Inc. (a legal services corporation provider). Due to his keen foresight, sound judgment, and professional competence, he was elected President of WALs, and served in that capacity from 2002 to 2004. This Legal Services organization became the Legal Advocacy Center of Central Florida, Inc., and due to his complete understanding of legal issues, Mr. Mason was elected Director and President of this Center. He continued to serve as President in 2004 when the Community Legal Services of Mid-Florida, Inc., was formed as a result of a merger of Central Florida Legal Services, Inc., and the Greater Orlando Area Legal Services, Inc. He served as the organizing president of the Boards of Directors of both the Legal Advocacy Center, and Community Legal Services.

Mr. Mason's professional and technical knowledge, combined with diligence and tact, resulted in his being appointed as a founding member of the Conference of Florida Bank Counsel in 1983, and a member of the Legislative Liaison Contact Bankers Committee, in conjunction with the Florida Bankers Association.

From 1981 to 1985 Mr. Mason served as General Counsel to the Hernando Banking Corporation, which merged into Sun Banks, Inc., in 1985. From 1972 to 1993 he served as Special Counsel to the SunTrust Bank, Nature Coast, formerly the Hernando State Bank. During his banking and financial activities, Mr. Mason shouldered innumerable important responsibilities involving mergers and banking business.

Mr. Mason is a religious person. He is a lifelong member of the First United-Methodist Church of Brooksville, Inc., and has served on many Church committees involving fund raising, budgeting, growth and planning, and administration. He has been a member of the Church Council since 1997, and chaired the Finance Committee for eight years. By his broad background in legal matters, he has been able to seek out problem areas and establish positive solutions which has helped the church function as a religious leader in the City of Brooksville.

City of Brooksville

July 9, 2009

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Mr. Mason's involvement in Hernando County community activities is indicative of his remarkable dedication to his County. One of Mr. Mason's most significant achievements during the time he was President-Elect, President and Immediate Past President of the Chamber of Commerce, was to establish the task force that eventually accomplished the merger of the Hernando County Chamber of Commerce with the West Hernando Chamber of Commerce. His initiative, resourcefulness and untiring efforts played a major role in achieving the agreement of the two separate Chambers to merge into the Greater Hernando Chamber of Commerce.

In addition, Mr. Mason has served as a member of Leadership Florida, and, during his tenure as President of the Chamber of Commerce, was the Chairman of the organizing committee of Leadership Hernando, Inc., which he incorporated. Mr. Mason has served as chair of the Hernando County Local Disaster Mitigation Strategy Working Group; chair of the Hernando County Land use Planning Task Force; and chair of the Hernando County Comprehensive Planning Citizen Advisory Committee.

Mr. Mason has served as both a member and a Director of both the Hernando County Committee of 100, Inc. He served two terms as a director of the Hernando Association for Retarded Citizens, Inc., and as President of HARC for two years. He has been a member of the Kiwanis Club of Brooksville, Inc., since 1982. During that time he has been involved in youth services, community affairs, citizenship services, and Boy Scouts of America Building Committee.

He was a founding member and General Counsel of the Florida Kiwanis Foundation Youth Activities Center Management Committee. After that, he served as Vice-President, President and Director of the Brooksville Kiwanis Foundation. Through his capable leadership, he inspired personnel who served with him to such an extent that all assigned missions were performed consistently in an exemplary manner. Mr. Mason has served, since 1994, on the Executive Board of the Gulf Ridge Council of the Boys Scouts of America.

Mr. Mason has excelled in the field of health care. From 1986 to 1993 he was a member of Regional Healthcare, Inc. (formerly Lykes Health Systems, Inc.), a corporate parent of Hernando Healthcare, Inc., and Spring Hill Community Hospital, Inc., for which organization he chaired the Nominating and Executive Committees and the Board of Directors. As chairman of the Board, Mr. Mason was instrumental in obtaining a Certificate of Need from the State of Florida, to build what is now the Spring Hill Regional Hospital.

Mr. Mason has shown a keen interest in welfare of seniors living in Hernando County. In that capacity he has been a member of the Enrichment Centers, Inc., of Hernando County, which operates two sites serving seniors, one on the campus of Oak Hill Hospital and one in the city of Brooksville. Mr. Mason, as a member of the Centers' Board of Directors, and its General Counsel, has spent hundreds of hours in conducting the legal affairs of the organization. His unusual ability

City of Brooksville  
July 9, 2009  
Page 4

and constant devotion to the Centers' mission, earned him the respect and admiration of all those with whom he is serving, and has contributed materially to the accomplishment of the Centers' mission.

Mr. Mason is the "iron man" of community involvement, because in addition to all of the above, he has found time to devote to the Epsilon Zeta (of Sigma Nu) Home Association, Inc., as a Director.

He was the founding President of the White Star Foundation of Florida, Inc., a member of the Building Fund Committee of the Hernando Community Blood Bank, Inc., a member of the Hernando County Education Foundation, and continues to serve as a member of the Executive Board of Gulf Ridge Council, Boy Scouts of America.

Mr. Mason is a faithful alumnus of the University of Florida. He has served and continues to serve his alma mater in legal and recreational matters. He very seldom misses a Gator football game.

Mr. Mason's efforts have been recognized by several organizations. He was elected to the University of Florida Hall of Fame, he has appeared in Who's Who In America Colleges and Universities. Prior to that, he was the recipient of the Florida Bankers' Association Scholarship and the Florida Law Center Scholarship, 1963-1967. He is the recipient of the Florida Blue Key and is a member of Omicron Delta Kappa.

It is obvious from the above, Mr. Mason devotes long hours to the myriad of activities he is involved in. His superb legal knowledge, his passion for civic duties and his unusual ability to analyze difficult situations, have earned him tremendous respect and admiration from his peers, the medical and legal communities, and the public in general.

Mr. Mason is a loving husband and devoted father of two daughters, and a new granddaughter. He is truly blessed in many, many ways.

In summary, I respectfully nominate Mr. Joseph M. Mason, Jr., for the 2009 Great Brooksvillian Award.

Very sincerely yours,

  
NICHOLAS J. MORANA

# ***“Great Brooksvillian”***

## **NOMINATION FORM**

(Please type or print clearly in black ink)

1. *“Great Brooksvillian”* Nominee:

Joseph M. Mason, Jr.

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

Name if representative: N/A

Residence: 3 North Orange Avenue (Zip: 34601-2812)

Office: 101 South Main Street (Zip: 34601-3336)

Mail: Post Office Box 1900 (Zip: 34605-1900)

Brooksville, Florida

Office  
Phone No.: 352/796-0795

Office  
Fax No: 352/796-0235

Email address (If available): JoeMason@McGeeMasonLaw.com

b) Nominee Year of Birth 1943

Nominee Year of Death (if applicable) N/A

c) A photo or image of the nominee is

Enclosed ( ) Date taken \_\_\_\_\_

Not enclosed (x) Will obtain and submit later.

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):

See the nominator's letter, Mr. Mason's attached Resume',

and the attached Additional Sheet.

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

(Attach additional sheet if necessary):

See the nominator's letter, Mr. Mason's attached Resume',  
and the attached Additional Sheet.

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

See the Tampa Tribune, Hernando Today, and Hernando Times  
newspaper articles and editorials over the past 27 years regarding  
Joe Mason's involvement in, and contributions to, his community  
and state. No "scrapbook" has been kept by him, but the indices  
of the newspapers will show the extent thereof.

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

Nicholas J. Morana

4257 Drummond Avenue

Spring Hill, Florida 34608-3847

Phone No.: (352) 683-4945 Fax No: (352) 683-1956

Email address (If available): njmorana@earthlink.net

**Send Completed Applications (Original & 6 Copies) to:**

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

JOSEPH M. MASON, JR. \*

CAROLE JOY BARICE<sup>+</sup> #<sup>π</sup>

RICHARD M. MITZEL<sup>#</sup>  
OF COUNSEL

\*ALSO ADMITTED IN THE DISTRICT OF COLUMBIA

<sup>+</sup>ALSO ADMITTED IN ALASKA

<sup>#</sup>ALSO ADMITTED IN MICHIGAN

<sup>π</sup>BOARD CERTIFIED IN LOCAL GOVERNMENT LAW

LAW OFFICES OF  
**McGEE & MASON**

PROFESSIONAL ASSOCIATION  
101 SOUTH MAIN STREET  
POST OFFICE BOX 1900  
BROOKSVILLE, FLORIDA 34605-1900

TELEPHONE: (352) 796-0795

FACSIMILE: (352) 796-0235

WRITER'S DIRECT E-MAIL ADDRESS:  
JOEMASON@MCGEEMASONLAW.COM

RICHARD E. MCGEE, SR.  
(1916 - 2005)

1520 WEST CLEVELAND STREET  
TAMPA, FLORIDA 33606  
TELEPHONE: (813) 259-1098

PLEASE REPLY TO:  
BROOKSVILLE

APRIL 29, 2009

RÉSUMÉ

JOSEPH M. MASON, JR.

PERSONAL INFORMATION

Date of Birth: December 16, 1943

Place of Birth: Brooksville, Hernando County, Florida

Social Security N<sup>o</sup>: 

Married: To the former Katherine Anne Vaughan (DOM: 12/30/72)

Children: Mary Katherine Meyer (Mrs. Benton B.)  
Celia Anne Mason

EDUCATION

Hernando High School, Brooksville, Florida (1961)

University of Florida: Bachelor of Science in Business Administration  
(Major in Banking and Finance), May, 1965

University of Florida: Juris Doctor (with honors), December, 1967

University of Florida: Enrolled in Master of Business Administration Program  
(no certificate or degree), Spring, 1968

JURISDICTIONS WHERE LICENSED TO PRACTICE LAW

Florida: Admitted 1968

District of Columbia: Admitted 1969

United States District Court, Middle District of Florida\*

United States Court of Appeal, Fifth Circuit\*

United States Court of Appeal, Eleventh Circuit\*  
United States Tax Court  
United States Court of Appeals for the Armed Forces

\* Expired without my knowledge, and in process of renewal.

#### PROFESSIONAL MEMBERSHIPS

The Florida Bar (1968 - \_\_\_\_\_)  
The District of Columbia Bar (1969 - \_\_\_\_\_)  
American Bar Association (1972 - 1998)  
Hillsborough County Bar Association (1992 - 1986)  
Tri-County (Citrus, Hernando, and Sumter Counties) Bar Association (1982 - 1986)  
Hernando County Bar Association (1982 - \_\_\_\_\_)  
Citrus-Hernando American Inn of Court (Master) (Charter Member 2000 - \_\_\_\_\_)  
Phi Delta Phi Professional Legal Fraternity (1966 - \_\_\_\_\_)  
Alpha Kappa Psi Professional Business Fraternity (1964 - \_\_\_\_\_)

#### PROFESSIONAL LEGAL EXPERIENCE

##### Private Practice:

McGee & Mason, P.A.  
101 South Main Street  
Brooksville, Florida 34601-3336  
July 1, 1999 - \_\_\_\_\_

Joseph M. Mason, Jr., P.A.  
101 South Main Street  
Brooksville, Florida 34601-3336  
January 1, 1999 - June 30, 1999

Mason & Merritt, a partnership of professional associations  
101 South Main Street  
Brooksville, Florida 34601-3336  
January 1, 1998 - December 31, 1998

Merritt & Mason, P.A.  
101 South Main Street  
Brooksville, Florida 34601-3336  
January 1, 1985, through December 31, 1997

McGee, Mason, & Luckie  
1 East Jefferson Street  
Brooksville, Florida 34601  
July 1, 1984, through December 31, 1984

McGee & Mason, P.A.  
1 East Jefferson Street  
Brooksville, Florida 34601  
July 1, 1982, through June 30, 1984

Shackelford, Farrior, Stallings & Evans, P.A.  
Tampa, Florida  
July 17, 1972, through June 30, 1982  
(Associate, 1972 - 1977; Stockholder/Principal, 1977 - 1982)

Corporate Counsel:

Florida Mining & Materials Corp.  
Brooksville and Tampa, Florida  
Special Project (Public offering of stock)  
April through June, 1972

Hernando State Bank (now SunTrust Bank, Nature Coast)  
Brooksville, Florida  
Special Project (Chartering of affiliate bank)  
January through March, 1972

United States Military:

United States Naval Reserve  
Lieutenant, Judge Advocate General's Corps  
Active Duty: October, 1968, through December, 1971  
Staff Judge Advocate, Commander Carrier Division Nine:  
    May, 1970, through December, 1970  
    May, 1971, through December, 1971  
Command Judge Advocate, USS Oriskany (CVA 34):  
    April, 1970, through December, 1971  
Staff Attorney, Investigations Division, Office of the Judge Advocate General:  
    March, 1969, through March, 1970  
U.S. Naval Training Center:  
    U.S. Naval Justice School  
        December, 1968, through February, 1970  
U.S. Naval Officer Training School  
    October, 1968, through December, 1968

United States Government:

Securities & Exchange Commission  
Washington, D. C.  
Trial Attorney, Division of Corporate Regulation  
June, 1968, through September, 1968

## PROFESSIONAL LEGAL ACTIVITIES

### The Florida Bar:

Member (Chair, 1985 - 1986), Grievance Committee "A" for the Fifth Judicial Circuit (1983 - 1986)  
Member (Chair, 1986 - 1987), Clients' Security Fund Committee (1982 - 2002)  
Member (Chair, 1990 - 1992), Judicial Nominating Commission, Fifth Judicial Circuit (1988 - 1992)  
Member, Unlicensed Practice of Law Committee, Fifth Judicial Circuit (1989 - 1999)  
Member, Professional Ethics Committee (1991 - 1993)  
Member, Legal Education and Admission to Practice Committee (1981)  
Delegate, All Bar Conference (all sessions, 1990 - 1997)  
Member, The Florida Bar Speakers Bureau (1997 - Date)

### Hernando County Bar Association:

President (1988 - 1989 and 2001 - 2002)  
Vice-President (1987 - 1988 and 2000 - 2001)  
Secretary-Treasurer (1986 - 1987)  
Chair, Liberty Bell Award Committee (1990 - Date)  
Law Week Committee (Chair, 1989 and 2002) (1986 - Date)  
Chair, American Cancer Society Relay for Life Program (2004 - 2006)  
Legislative Liaison for Local Law Library Funding (2004)

### Citrus-Hernando American Inn of Court:

Member, Organizing Committee (1999 - 2000)  
Charter Member (Master) (2000 - Date)

### Withlacoochee Area Legal Services, Inc. (a Legal Services Corporation provider):

Director (2000 - 2004)  
President (2002 - 2004)  
Member, Legal Services Corporation, Inc., Florida Region 3 Transition Council (2002 - 2003)  
Member, and Chair, Region Joint Board Merger Planning Committee (2003)

### Legal Advocacy Center of Central Florida, Inc., formerly Withlacoochee Area Legal Services, Inc.

Director (2004 - \_\_\_\_)  
President (2004 - 2005)  
Executive Committee (2004 - \_\_\_\_)  
Chair, Personnel Committee (2005 - \_\_\_\_)

### Community Legal Services of Mid-Florida, Inc., formerly (and the product of the merger of) Central Florida Legal Services, Inc., and Greater Orlando Area Legal Services, Inc.

Director (2004 - \_\_\_\_)

President (2004 - 2005)  
Executive Committee (2004 - \_\_\_\_)  
Chair, Personnel Committee (2005 - \_\_\_\_)

## BANKING AND FINANCIAL INSTITUTION EXPERIENCE AND ACTIVITY

Hernando State Bank (now SunTrust Bank, Nature Coast):  
Part-Time Employee  
(School Vacations, 1956 - 1968)

SunTrust Bank, Nature Coast (formerly Hernando State Bank):  
Member, Board of Directors (1973 - 1993)  
Special Counsel (1972 - 1993)

Hernando Banking Corporation (merged into SunBanks, Inc., 1985):  
Member, Organizing Board of Directors (1981 - 1985)  
General Counsel (1981 - 1985)

Florida Bankers Association:  
Member, Legislative Liaison Contact Bankers Committee  
(1981 - 1984)  
Founding Member, Conference of Florida Bank Counsel (1983)

## CHURCH ACTIVITIES

Florida Annual Conference, United Methodist Church  
Legal Advisory Council (2006 - \_\_\_\_)

Gulf Ridge District, Florida Annual Conference  
District Legal Advisor (2006 - \_\_\_\_)

First United Methodist Church of Brooksville, Inc.:  
Vice-Chair, Administrative Council (2006 - 2008)  
Chair, Executive Committee (2003)  
Administrative Board (1986 - 1988)  
Church Council (1997 - \_\_\_\_)  
Finance Committee (1989, 1997 - 2003)  
Chair (1997 - 2003)  
Member, Committee on Lay Leadership  
(formerly Nominating Committee) (1993 - 1996 and 2003 - 2004)  
General Chair, Budget Campaign (1987 and 1988)  
Growth and Planning Committee (1990 - 1991)  
Chair, Claim the Flame Fund Drive (1991)  
Chair, Raise the Roof Campaign (2001)  
Coordinator, Connectional Giving (2004 - \_\_\_\_)

## COMMUNITY ACTIVITIES

### Leadership Florida (1991 - Date):

Member, Class X (1991 - 1992)  
Member, Advanced Leadership Committee (1993-1994)  
Member, Statewide Community Initiative (1993-1994)

### Hernando County Chamber of Commerce, Inc.:

Director (1984 - 1992)  
Executive Committee (1988 - 1992)  
Member, Governmental Affairs Committee (1984 - 1986)  
Divisional Vice-President for Governmental Affairs (1986 - 1988)  
President-Elect (1988 - 1989)  
President (1989 - 1990)  
Chair, Hernando County/West Hernando Chambers Merger Committee (1988 - 1990)  
Corporate Secretary (1991 - 1992)  
President/CEO Search Committee (1991)  
Leadership Hernando Organizing Director and President (1990)

### Leadership Hernando, Inc.:

Incorporator (1990)  
Board of Directors (1990 - 1992)  
Chair (1990 - 1992)

### Hernando County Committee of 100, Inc.:

Member (1982 - 1992)  
Director (Ex Officio) 1989 - 1990

### Hernando County Local Disaster Mitigation Strategy Working Group

Member and Chair (1998 - 1999)

### Hernando County Disaster Local Mitigation Strategy Planning Committee

Member and Chair (1998 - 1999)

### Hernando County Disaster Mitigation Advisory Committee

Member (1994 - 1997)

### Hernando County Land Use Planning Task Force:

Member and Chair (1985 - 1991)

### Hernando County Comprehensive Planning Citizens Advisory Committee:

Member (1985 - 1991)  
Chair (1985)

### Hernando Association for Retarded Citizens, Inc.:

Member (1983 - 1992)  
Director (1984 - 1989)

Vice-President (1985)  
President (1986 and 1987)

Kiwanis Club of Brooksville, Inc.:

Member (1982 - Date)  
Director (1983 - 1989)  
Chair, Boy Scouts of America Building Committee (1984 - 1985)  
Chair, Citizenship Services Committee (1985 - 1986)  
Member, Community Affairs Committee (1991 - 1993)  
Member, Youth Services Committee (1995 - 1998)  
Member, Community Service Committee (1999 - 2002)

Brooksville Kiwanis Foundation:

Member (1998 - Date)  
Director (2002 - Date)  
President (2002 - 2003)  
Vice-President (2003 - 2004)  
Investment Committee Chair (2004 - 2006)

Florida Kiwanis Foundation Youth Activities Center Management Committee:

Founding Member (1985 - 1992)  
General Counsel (1985 - 1992)

Regional Healthcare, Inc. (formerly Lykes Health Systems, Inc.) (1986 - 1993):

Corporate parent of Hernando Healthcare, Inc., and Spring Hill Community Hospital, Inc.  
Chair, Organizing Board of Directors (1986 - 1993)  
Chair, Executive Committee (1986 - 1993)  
Chair, Nominating Committee (1986 - 1993)

Hernando Healthcare, Inc. (formerly Lykes Memorial Hospital, Inc.):

Corporate licensee of Brooksville Regional Hospital (formerly Lykes Memorial Hospital)  
Chair, Board of Directors (1984 - 1993)  
Chair, Executive Committee (1984 - 1993)  
Chair, Hospital Joint Conference Committee (1984 - 1993)

Spring Hill Community Hospital, Inc.

Corporate licensee of Spring Hill Regional Hospital  
Chair, Organizing Board of Directors (1987 - 1992)  
Chair, Executive Committee (1987 - 1993)  
Chair, Organizing Hospital Joint Conference Committee (1990 - 1993)

The Enrichment Centers Inc. of Hernando County

Vice-Chair, Administrative Council (2006 - 2007)  
Member, Board of Directors (2000 - \_\_\_\_\_)  
General Counsel, (2000 - \_\_\_\_\_)

Epsilon Zeta [of Sigma Nu] Home Association, Inc.:

Director (1974 - \_\_\_\_)

White Star Foundation of Florida, Inc. (1982 - \_\_\_\_):

Founding President (1982 - \_\_\_\_)

Member and Chair, Founding Board of Directors (1982 - \_\_\_\_)

Member and Chair, Founding Scholarship Awards Committee (1982 - \_\_\_\_)

Hernando Community Blood Bank, Inc.:

Member, Building Fund Committee (1988 - 1991)

Hernando County Education Foundation:

Member, BrainQuest (2000) Committee

Gulf Ridge Council, Boy Scouts of America

Executive Board (1994 - \_\_\_\_)

Nominating Committee (1995 - 1996)

Properties Committee (1995 - 1996)

Withlacoochee District, Gulf Ridge Council, Boy Scouts of America

District Council (1995 - 1997)

Nominating Committee (1997 - 1999)

## COLLEGIATE ACTIVITIES

Sigma Nu Fraternity:

Comptroller (1962 - 1965)

Chancellor (1965 - 1966)

Business Administration Student Organization Council (BASOC):

Member (1963 - 1965)

President (1964 - 1965)

Football Block Seating Committee

Member (1963 - 1965)

Chair (1964 - 1965)

Finance Society of America, University of Florida Chapter:

Member (1962 - 1965)

President (1964 - 1965)

University of Florida Law Review:

Member (1966)

John Marshall Bar Association:

Member (1965 - 1967)

Director (1966)

Student Traffic Court:

Justice (1964 - 1966)

Student-Faculty Disciplinary Committee:

Student Member (1967 - 1968)

Honor Court:

Chief Assistant Attorney General (1966)

Candidate (unsuccessful) for Chancellor (1966)

Student Government President's Cabinet:

Secretary of Legal Affairs (1966 and 1967)

Student Government Election Campaigns:

Presidential Campaign Director (Successful, 1967)

Presidential Campaign Manager (Successful, 1968)

Chancellor of the Honor Court Candidate (Unsuccessful, 1966)

Gator Growl:

Assistant Director (1966)

Producer/Director (1967)

Honors and Awards:

Florida Blue Key

Omicron Delta Kappa

University of Florida Hall of Fame

Who's Who in American Colleges and Universities (1966 - 1967 and 1967 - 1968)

Florida Bankers' Association Scholarship (1963 - 1964 and 1964 - 1965)

Florida Law Center Scholarship (1966 and 1967)

## ADDITIONAL SHEET

Joe Mason is a life-long resident of the City of Brooksville, having maintained his residence in the City throughout his having lived in many different places during his collegiate, military, and legal careers, prior to his 1982 return to his Brooksville roots for the remainder of his legal career. In fact, he is so proud of his Brooksville heritage that, at great expense and risk to himself, he defended, in court, his right to be a voting resident of the City of Brooksville.

During his term as President of the Hernando County Chamber of Commerce, Inc., Joe Mason formed the joint task force, with the West Hernando Chamber of Commerce, Inc., that led to the merger of the two Chambers of Commerce into the Greater Hernando Chamber of Commerce, Inc., and a significant lessening of the tensions that had grown between the Brooksville and the Spring Hill communities. As a member of Leadership Florida, he was the inspiration behind establishing, chaired the organizing committee for, and was the incorporator of, Leadership Hernando, Inc.

As a director and two term President of Withlacoochee Area Legal Services, Inc. (WALS), Joe Mason was instrumental in providing free legal services for the economically disadvantaged of Hernando, Citrus, Sumter, and Marion Counties. In 2004, as the founding President of both Legal Advocacy Center of Central Florida, Inc., and Community Legal Services of Mid-Florida, Inc., he was instrumental in combining WALS with Central Florida Legal Services, Inc., and Greater Orlando Area Legal Services, Inc., to form the largest law firm, outside of metropolitan Orlando, in a twelve county area, to provide free legal services for the economically disadvantaged residents of central Florida, from the Gulf Coast to the Atlantic Coast.

During his term as Chair of Lykes Memorial Hospital, Inc., Joe Mason was responsible for terminating the opposition of that hospital to the establishment of Oak Hill Hospital, and the provision of hospital services to western Hernando County. He also, as Chair of Regional Healthcare, Inc., was instrumental in obtaining a Certificate of Need for, and the construction of, Spring Hill Regional Hospital, thereby further extending healthcare to western Hernando County.

Joe Mason has served The Florida Bar in many capacities. He served for twenty (20) years as a member, and is a past chair, of the Clients' Security Fund Committee, which reimburses clients who have lost money through the dishonest actions of their lawyers. He served on, and chaired, the Judicial Nominating Commission for the Fifth Judicial Circuit (Hernando, Citrus, Sumter, Marion, and Lake Counties). He served on, and chaired, one of the two Grievance Committees for the Fifth Judicial Circuit. He served on the Unauthorized Practice of Law Committee for the Fifth Judicial Circuit. He served on the statewide Professional Ethics Committee. In addition, he has served on several other committees of The Florida Bar.

Joe Mason has served his community, and contributed to its welfare, in many other capacities, a few of which are:

Two term director and two term President of Hernando Association  
for Retarded Citizens, Inc. (now ARC of the Nature Coast, Inc.).

Twenty-seven year active member of the Kiwanis Club of Brooksville, Inc.

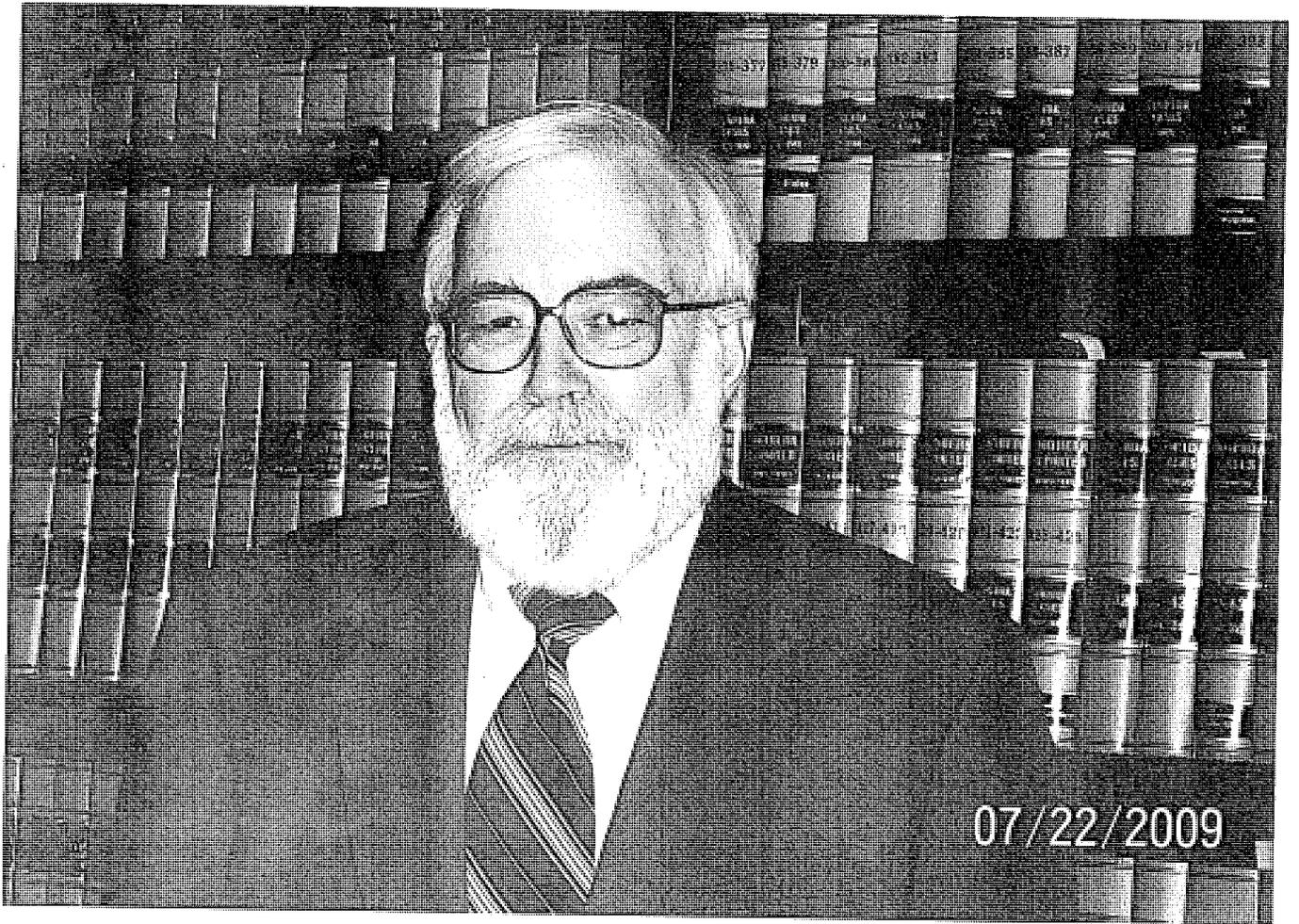
Director and Past President of Brooksville Kiwanis Foundation, Inc.

Founder and President of White Star Foundation of Florida, Inc.

Fourteen year member of the Executive Board of Gulf Ridge Council, Boys Scouts of America.

Director of the Enrichment Centers, Inc., of Hernando County.

In addition, Joe Mason has been a life-long member of First United-Methodist Church of Brooksville. He has served on the Church's Administrative Council for twelve years, and chaired its Finance Committee for six years. He has also served his Church in many other capacities.



07/22/2009

# **ATTACHMENT E**

**\*\*\***

**Dan Patrick**

# ***“Great Brooksvillian”***

## **NOMINATION FORM**

(Please type or print clearly in black ink)

1. ***“Great Brooksvillian”*** Nominee:

Dan Patrick

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

**Name if representative:**

Dan Patrick

823 S. Broad Street

Brooksville, FL 34601

Phone No.: 352-796-8688

Fax No: 352-796-8729

Email address (If available): patrickinc2003@yahoo.com

b) **Nominee Year of Birth** 10/16/32

**Nominee Year of Death (if applicable)** \_\_\_\_\_

c) **A photo or image of the nominee is**

Enclosed (  ) Date taken 7/9/09

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):**

“SEE ATTACHED”

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

(Attach additional sheet if necessary):

Dan Patrick took properties that were old, outdated,  
and some in need of serious repairs, renovated and  
created attractions for businesses, office spaces and  
opportunities for numerous Hernando County residents.

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

Photograph of Patrick Square

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

Deanna Yardas

17 Cherry Street

Brooksville, FL 34601

Phone No.: 352-398-7389 Fax No: \_\_\_\_\_

Email address (If available): chef\_deanna@yahoo.com

**Send Completed Applications (Original & 6 Copies) to:**

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

Dan Patrick has always been dedicated to the City of Brooksville where he was born October 16, 1932 at 621 Stubbs Street, Brooksville, FL. He strives to make Brooksville a more attractive and lucrative place for people to come. He always takes time out to hear the troubles of others. Many times lending money to help people in their time need and to get started with their business venture. Dan Patrick didn't inherit his assets or money he worked for it six (6) days a week and still does at the age of 76. He achieved his goals in life with no more than a ninth grade education and the desire to work hard.

As a youngster Mr. Patrick, having to quit school, worked with his father the late L.T. Patrick to work the family business. During the depression error L.T. Patrick and his sons provided most of the produce to all of Hernando County Residents, making it affordable and plentiful during difficult times. During that time Dan Patrick worked as a field hand at the age of 13 from day light until 10:00 o'clock at night, by the headlights of a John Deere tractor.

In January, 1976 he bought the old Freezett Drive-in and changed it into an office building. The Church of God started their first service at this location the last Sunday of April, 1976. This same office building now houses Ken Woodruff CPA. I hired Ken Woodruff from Winn Dixie and put him in the accounting business and today he is one of the largest accountants in the county. In 1977 he purchased and renovated the building located at 811 S. Broad Street. In 1977 he started Patrick Sales as a hobby and later realized that there was a real need for people who had either poor credit or no credit at all to have a place to purchase automobiles. He would finance the automobiles for them to get them going. In 1978 he added on office space to connect the two (2) buildings on this property.

In 1976 he helped Jim and Alice Alsup to start a restaurant known as Alice's Restaurant which today is known as Maw's Vittle. In 1977 he helped their son, Jack Alsup to purchase Vernon Merryman Feed Store and change it into a salvage yard . Jack Alsup managed the Salvage Yard.

In 1981 he bought the Texaco distributorship from Ted Davis and changed it to a quick lube. Renovated the building and later sold it to Keith who still does the oil changes as well a body shop, known now as Hot Wheels.

In 1985 Dan Patrick purchased the building located at 837 S. Broad Street that was known as the Barber Block Plant and cleaned up the lot and hauled all the old bricks and concrete away. Renovated and added on the existing structure which now houses ASAP Animal Clinic.

Dan Patrick convinced Billy Orr and James Cummings, City Manager to hire his son-in-law, David Pugh to be Parks Manager. After David got started as parks manager Mr. Patrick advised him that the old mine would make a good par 3 golf course. David Pugh

got together with Gary Grubbs and Gary did all the landscaping to create the golf course. The first day it opened Mr. Patrick's son, Tyler, hit the first ball.

Dan Patrick has been in the insurance business for 56 years and has hundreds of people insured in Hernando County. He has been committed and still is committed to making the City of Brooksville a place that people would like to come to and enjoy what he has his entire life, his hometown the "City of Brooksville.





# **ATTACHMENT F**

**\*\*\***

**Joseph C. Weeks, Sr.**

***“Great Brooksvillian”***

**NOMINATION FORM**

(Please type or print clearly in black ink)

1. *“Great Brooksvillian”* Nominee:

Joseph C. Weeks, Sr.

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

Name if representative:

Cile & Jeff Livengood

23337 Lake Lindsey Rd.

Brooksville, FL 34601

Phone No.: 796-1801/813-230-0263 Fax No: 848-0784

Email address (if available): jeli64@aol.com

b) Nominee Year of Birth 1927

Nominee Year of Death (if applicable)

c) A photo or image of the nominee is

Enclosed ( ) Date taken \_\_\_\_\_  
Not enclosed (x) will get if needed

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

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

(Attach additional sheet if necessary):

Please see attached page

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

(Attach additional sheet if necessary):

Maybe not so much outside of the county, but within the county his various activities shown in the letter spread out and help to shape the entire county. And perhaps his leadership inspired others that left the area to better their new communities!

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

There have been numerous articles and interviews with Mr. Weeks over the years with the newspapers and TV stations. Unlike today, the ability to store data in the 60's and 70's was limited. But I bet you some old timer will stop by the hardware store and have a try or two!

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

Cile & Jeff Livengood (Daughter & Son-in-Law)

23337 Lake Lindsey Rd.

Brooksville, FL 34601

Pat Strickland also is a sponser

Phone No.: 796-1801/813-230-0263 Fax No: 848-0784

Email address (If available): jeli64@aol.com

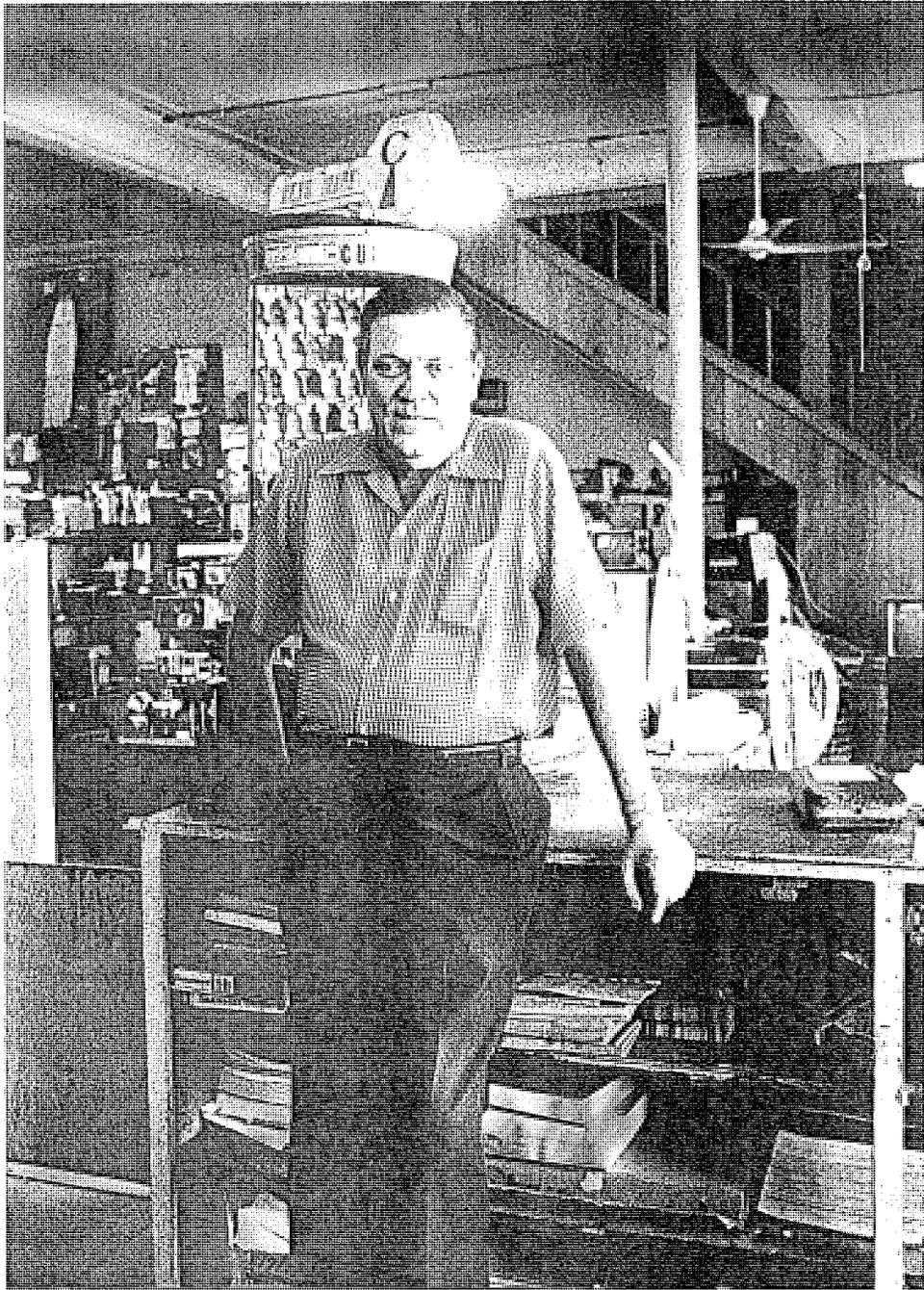
**Send Completed Applications (Original & 6 Copies) to:**

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

**JOSEPH C. WEEKS  
IS  
THE NEXT "GREAT BROOKSVILLIAN"**

Joe weeks is a Great Brooksvillian for many reasons as you will find out. He was born in 1927 and he was raised in Brooksville. He only left the area for an 18 month stint in the Navy at the end of WWII. After the Navy he attended and graduated from the University of Florida in 1951. His contributions began when he returned to Brooksville to join the family business,Weeks Hardware, which opened in 1916. Weeks Hardware is the oldest existing business in Hernando County. His father soon passed away and he and his brother took over the business. He soon began to take action in the community. He was a founding member of the Brooksville Rotary Club, in which he held several offices. He was vice president and treasurer for the Jaycees. He was very active in the Junior Chamber of Commerce where young business leaders shaped the growth of Brooksville and Hernando County. He helped to defeat the dentists that wanted to put Florine in the water,this was proven to damage the teeth of the elderly! He is the oldest living member of the American Legion with 64 years of service helping the older veterans. He also was a founding member of the Brooksville Downtown Development organization, he served as vice president and treasurer. He was voted Independent Businessman of The Year in the 1980's by the Republican Club.

It would be hard to find a living Brooksvillian that really cares about his hometown,he is a Tried & True "Great Brooksvillian"  
Thank you for your consideration!





AGENDA ITEM NO. F-1  
8/3/09

## AGENDA ITEM MEMORANDUM

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**

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

**SUBJECT: WS407 Amendment #1- Inmate Work Squad Contract**

**DATE: July 22, 2009**

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### **GENERAL SUMMARY/BACKGROUND:**

Attached is the annual renewal inmate work squad contract #WS407 Amendment #1, from the Florida Department of Corrections, the agreement has no changes from this year's current agreement. This contract is for one of three (3) work squads that the city utilizes to maintain Park/Facilities and street right-of-ways. This contract will provide the city with one (1) correctional work squad officer and up to five (5) inmates. The inmate's squads are a very important part of the Parks and Facilities workforce.

### **BUDGET IMPACT:**

The agreement is for a total of \$56,467, which is same as the current year contract and has been budgeted in the proposed Park and Facilities 09/10 Budget, in line item 001-020-572-53400, Other Contractual Services.

### **LEGAL REVIEW:**

The agreement has been reviewed and approved by legal counsel.

### **STAFF RECOMMENDATION:**

Staff recommends the approval of the inmate work squad contract #WS407 Amendment #1, not to exceed \$56,467.



FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor  
**CHARLIE CRIST**

Secretary  
**WALTER A. MCNEIL**

*An Equal Opportunity Employer*

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

June 2, 2009

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

Subject: Contract No. WS407 – City of Brooksville

Dear Mrs. Norman-Vacha:

Contract WS407 between the Department of Corrections and the City of Brooksville will expire on November 4, 2009. Accordingly, I am enclosing a draft contract, and a draft Addendum A for your review and a Contract Expiration Notification (CEN) Form.

Please complete the Contract Expiration Notification Form indicating your desire to either continue or allow the contract to expire and mail it back to me by Tuesday, June 30, 2009.

If you have any questions, please feel free to contact me at (850) 410-4573.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily M. Phelps".

Emily M. Phelps  
Correctional Services Consultant

/emp  
Enclosures

06-04-09P01:18 RCVD

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**CITY OF BROOKSVILLE**

This Contract is between the Florida Department of Corrections ("Department") and City of Brooksville ("Agency") which are the parties hereto.

**WITNESSETH**

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Brooksville is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

A. Contract Term

This Contract shall begin on November 5, 2009 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or November 4, 2010, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

**II. SCOPE OF CONTRACT**

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations of the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. **COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
 Bureau of Finance and Accounting  
 Attn: Professional Accountant Supervisor  
 Centerville Station  
 Call Box 13600  
 Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Mike Walker, Director  
Building and Grounds Division  
City of Brooksville  
201 Howell Avenue  
Telephone: (352) 544-5495  
Fax: (352) 544-5496  
E-mail: [mwalker@ci.brooksville.fl.us](mailto:mwalker@ci.brooksville.fl.us)

**(PLEASE VERIFY INFORMATION)**

**IV. CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden  
Hernando Correctional Institution  
16415 Spring Hill Drive  
Brooksville, FL 34604  
Telephone: (352) 754-6715

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Robert E. Staney, Chief  
Bureau of Procurement and Supply  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Telephone: (850) 410-4091  
Fax: (850) 922-8897  
E-mail: [staney.bob@mail.dc.state.fl.us](mailto:staney.bob@mail.dc.state.fl.us)

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

T. Jennene Norman-Vacha, City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601-2041  
Telephone: (352) 544-5407

(PLEASE VERIFY INFORMATION)

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of cash payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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

AGENCY: CITY OF BROOKSVILLE

SIGNED BY: **DRAFT – DO NOT SIGN**  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality,  
subject to execution.**

SIGNED BY: \_\_\_\_\_

NAME: **Richard D. Davison**

TITLE: **Deputy Secretary  
Department of Corrections**

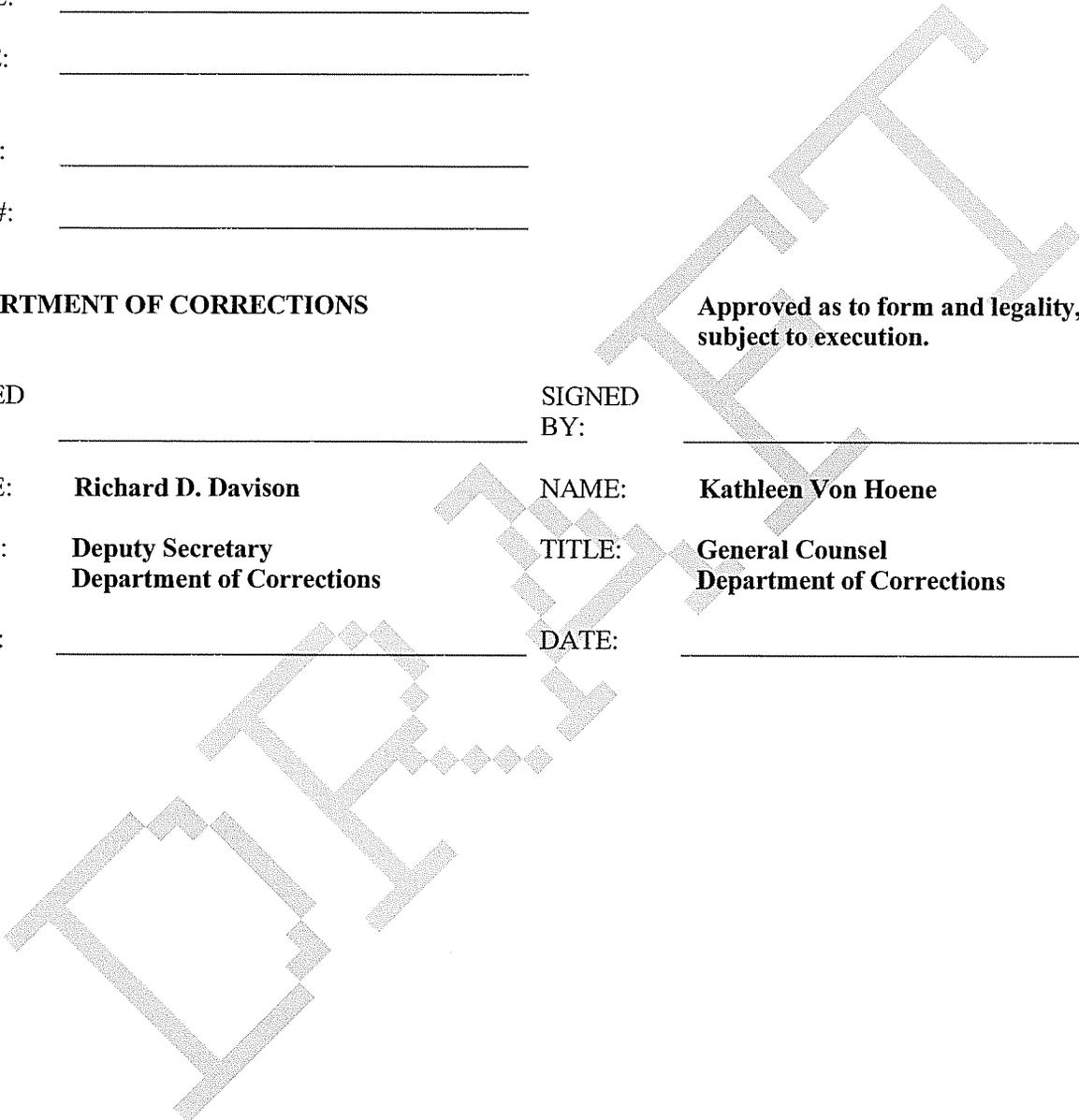
DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel  
Department of Corrections**

DATE: \_\_\_\_\_



**Addendum A**  
**Inmate Work Squad Detail of Costs For City of Brooksville**  
**Interagency Contract Number WS(Pending #) EFFECTIVE November 5, 2009**  
**\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\***

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:**

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 52,729.00	\$ 52,729.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 398.00	\$ 398.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,500.00	\$ 1,500.00
Technology Fee			\$ 391.00	\$ 391.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 57,217.00</b>	<b>\$ 55,717.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:

- Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

<b>Number Squads</b>	<b>Total Annual Cost</b>
1	\$ 750.00
	\$ 750.00

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO   
ENCLOSED TRAILER REQUIRED: YES  NO

**Addendum A**  
**Inmate Work Squad Detail of Costs For City of Brooksville**  
**Interagency Contract Number WS(Pending #) EFFECTIVE November 5, 2009**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio	<input type="checkbox"/>	MACOM	\$4317.39
Vehicle Mounted Radio	<input checked="" type="checkbox"/>	MACOM	\$4413.88

**TOTAL Operating Capital To Be Advanced By Agency**

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Per Unit Cost	Number of Units
	1

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

<b>Total Cost</b>	\$0.00
	\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

<b>Total Cost</b>	\$55,717.00
	\$750.00
	\$56,467.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
**(Total of Sections V. and VI.)**

<b>Total Cost</b>	\$56,467.00
-------------------	-------------

**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs For City of Brooksville**  
**Interagency Contract Number WS(Pending #) EFFECTIVE November 5, 2009**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



AGENDA ITEM NO. F-2  
8/3/09

**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**

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

**SUBJECT: PARK/FACILITIES AND RECREATION-SURPLUS EQUIPMENT**

**DATE: JULY 23, 2009**

---

**GENERAL SUMMARY/BACKGROUND:**

The Parks/Facilities and Recreation Department has attached a list of items we wish to declare surplus. The items on the list are either no longer operable, feasible or have been replaced with energy efficient technology.

**BUDGET IMPACT:**

All items will be taken to the County Facility for the next auction and any and all funds will be deposited in the appropriate revenue fund.

**LEGAL REVIEW:**

City Council has the authority to declare items surplus it deems no longer usable.

**STAFF RECOMMENDATION:**

Staff recommends for City Council to declare the items on the departments list, "surplus" and authorize the City Manager to dispose of through joint auction or as appropriate.

July 08, 2009

**Surplus Equipment:**

**PARKS**

2 - Cooper lights (400 watts)  
18 - Regant lights (400 watts)  
Snapper Pro 15 -36" mower

Model - UPLB  
Model - 800-0537  
SN: 21405340

Works-Upgraded w/energy lights  
Works-Upgraded w/energy lights  
Blown motor/not worth fixing

**JBCC**

True Freezer/Model T494

SN: KAM2-0075

Compressor broke

# 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: 7/21/2009

Re: Sewer Rehab: DEP Agreement No. LP6006 - Amendment No. 3,  
Reallocate Funds from "Professional Services" to "Construction"

---

In June 2009 we requested that DEP amend LP 6006 by reallocating funds that are currently being held for "professional services" to "construction". The original allocation of funds had been determined by our consultant at the time, TBE. In any event, since we did not use a consultant (professional services), for a lot of the sewer rehab work we ended up with an extra \$195,350 in the "professional services" category. It takes a formal amendment procedure to transfer that money to a "construction" category whereby we can do/pay for actual sewer rehab construction.

**Financial Impact**

None at this time.

 **Legal Impact**

Legal Counsel has reviewed

**Staff Recommendation**

Based on the above, staff recommends that Council approve having the Mayor sign the Amendment No. 3, DEP Agreement No. LP6006.

STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6006  
CITY OF BROOKSVILLE  
AMENDMENT NO. 3

PURSUANT TO LINE ITEM 1717A OF THE 2005-2006 GENERAL  
APPROPRIATIONS ACT, AND  
LINE ITEM 1821 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT as entered into on the 31st day of August, 2005, and amended on the 4th day of August, 2006, and the 8th day of December, 2008, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF BROOKSVILLE (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, due to a change in budget allocation; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Attachment A**, Project Work Plan, is hereby amended to include **Attachment A-3**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A**, Project Work Plan, shall hereinafter refer to **Attachment A**, Project Work Plan, **Attachment A-1**, Revised Project Work Plan, **Attachment A-2**, Revised Project Work Plan and **Attachment A-3**, Revised Project Work Plan.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to State Financial Assistance Agreement LP6006 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Deputy Director of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

CITY OF BROOKSVILLE

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Deputy Director  
Division of Water Resource  
Management

Attested: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Tommy Williams, DEP Grant Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY \_\_\_\_\_  
City Attorney

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-3	Revised Project Work Plan (1 page)

# City of Brooksville



(352) 544-5400 (Phone)  
(352) 544-5424 (Fax)  
(352) 544-5420 (TDD)

Reply to: Department of Public Works  
(352) 544-5465 (Phone)  
(352) 544-5470 (Fax)

6/17/2009

Project # \_\_\_\_\_ Sponsor \_\_\_\_\_  
File Folder \_\_\_\_\_

Mr. Tommy Williams  
FDEP, MS #3505  
2600 Blair Stone Rd  
Tallahassee, FL 32399

Initial	T.W.				
& Route					

RE: Amendment Request to LP6006 City of Brooksville Sewer Rehabilitation

Dear Mr. Williams,

We request that our LP6006 Agreement be amended to reallocate funds that are currently being held for "professional services" to "construction". We no longer have a consultant and therefore the remaining funds will all be spent in construction. We have, in fact, sent a large reimbursement request (request #6) of which \$264,046 was reimbursed and \$43,526 is pending the shifting of funds to construction. In the meantime we will be submitting request #7 once the funds are available.

Sincerely,

Emory H. Pierce, Director of Public Works  
CC: Maura Callahan, Planner II

OK  
T.W.

RECEIVED

JUN 19 2009

F:\BIDS\2008\SEWER REHAB 2 ALP 6006 grant forms\061709 amend LP 6006 to FDEP.doc

DEPT. OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER FACILITIES FUNDING

# ATTACHMENT A

(Amendment #2)



STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6006  
CITY OF BROOKSVILLE  
AMENDMENT NO. 2  
PURSUANT TO LINE ITEM 1717A OF THE 2005-2006 GENERAL APPROPRIATIONS ACT, AND  
LINE ITEM 1821 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT as entered into on the 31st day of August, 2005, and amended on the 4th day of August, 2006, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF BROOKSVILLE (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested an extension of the term of the Agreement in order to complete the project as planned; and,

WHEREAS, it has been determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, the Grantee understands that certification forward of State Fiscal Year 2005-2006 and State Fiscal Year 2006-2007 funds supporting this Amendment beyond June 30<sup>th</sup> of each year is subject to the approval of the Governor's Office; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, the Grantee understands that if the Governor's Office does not approve the Department's request to certify the funds forward, the Grantee will not be eligible for reimbursement for the activities covered by the remaining unpaid State Fiscal Year 2005-2006 and State Fiscal Year 2006-2007 funds; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. is hereby revised to change the completion date of the Agreement from December 31, 2008 to December 31, 2009, and to include the following language as a separate paragraph.

The Grantee understands and agrees that certification forward of the State Fiscal Year 2005-2006 and the State Fiscal Year 2006-2007 funds supporting this Agreement beyond June 30<sup>th</sup> of each year is subject to the approval of the Governor's Office.

2. Section 3. is amended to include the following paragraph.

Written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.

3. Section 5. is hereby deleted in its entirety and replaced with the following:

Progress Reports (**Attachment C**) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted in conjunction with the Disbursement Request Package, described in paragraph 3.B. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 and on the Advanced Payment - Interest Earned Memorandum, **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the

method for repayment of the interest to the Department (see paragraph 15). It is understood and agreed by the parties that the term "reporting period" reflects the period of time for which the invoices submitted in the Disbursement Request Package are covered. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

4. **Attachment A, Project Work Plan**, is hereby amended to include **Attachment A-2, Revised Project Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A, Project Work Plan**, shall hereinafter refer to **Attachment A, Project Work Plan, Attachment A-1, Revised Project Work Plan**, and **Attachment A-2, Revised Project Work Plan**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to State Financial Assistance Agreement LP6006 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Deputy Director of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

CITY OF BROOKSVILLE

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Joel Bruchini*  
Mayor

By: *P.M. Co*  
Deputy Director  
Division of Water Resource Management

Date: 12-01-08

Date: DEC 08 2008

*Angelo Knecht*  
Tommy Williams, DEP Grant Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BY *James Chex*  
City Attorney

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-2	Revised Project Work Plan (1 page)

**ATTACHMENT A-2  
REVISED PROJECT WORK PLAN**

*Please complete this form with as much detail as possible*

**I. GRANTEE/PROJECT INFORMATION:**

Grantee:	CITY OF BROOKSVILLE
Project Title:	Brooksville Sewer Rehabilitation Project
DEP Grant #:	LP6006

**II. FUNDING PLAN: No Change in Funding Plan**

Category of Expenditure	2006-2007 LP Grant Funds Provided	2006-2007 Match Required	Total 2006-2007 Funding
Professional Services			
Construction & Demolition			
Land			
Equipment			
Other (Specify)			
<b>Total</b>			

**III. SCOPE OF WORK:**

No Change in Scope

**IV. PROJECT MILESTONES: Change to Ending Date.**

(i.e. timelines, contracts, if funded in prior year(s) where is the project now)

If the scope of work includes construction:

Estimated Construction start date: \_\_\_\_\_

Estimated scope of work completion date: \_\_\_\_\_

December 31, 2009

**V. LOCAL MATCH & OTHER GRANT FUNDS: No Change in Match, etc**

**ATTACHMENT B**  
**(Original Agreement)**

STATE FINANCIAL ASSISTANCE AGREEMENT  
AMENDMENT 1 TO GRANT ASSISTANCE AGREEMENT LP6006  
CITY OF BROOKSVILLE

PURSUANT TO LINE ITEM 1821 OF THE 2006 - 2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT as entered into August 31, 2005 between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the City Of Brooksville (hereinafter referred to as "Grantee" or "Recipient") is hereby amended.

WHEREAS, paragraph 2 allows for the inclusion of additional services if additional funding is made available; and,

WHEREAS, the Legislature provided additional funds for the project; and

WHEREAS, the maximum compensation amount of the Agreement will be increased by \$200,000 to provide funding for the second service period; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 of the agreement reflects the completion date of December 31, 2008.
2. Paragraph 3A is hereby revised to increase the maximum compensation amount of the Agreement from \$1,000,000 to \$1,200,000 (an increase of \$200,000).
3. Paragraph 9 is hereby revised to change the website listed to <https://apps.fldfs.com/fsaa>.
4. Attachment A, Project Work Plan is hereby deleted in its entirety and replaced with **Attachment A-1, Revised Project Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to **Attachment A-1, Revised Project Work Plan**.
5. Attachment D, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment D-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment D shall hereinafter refer to **Attachment D-1, Revised Special Audit Requirements**.

In all other respects, the Agreement of which this is an Amendment and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below by the Director of the Department.

City Of Brooksville

By: [Signature]  
Mayor, Joseph E. Johnston, III

Date: 8/1/06

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]  
Director

Date: **AUG 04 2006**

[Signature]  
Grant Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BY [Signature]  
City Attorney

Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (including number of pages)
Attachment	A-1	Revised Project Work Plan - (2 Pages)
Attachment	D-1	Revised Special Audit Requirements (5 Pages)

## ATTACHMENT A PROJECT WORK PLAN

*Please complete this form with as much detail as possible*

### I. GRANTEE/PROJECT INFORMATION:

<b>Grantee:</b>	City of Brooksville
<b>Project Title:</b>	Brooksville Sewer Rehabilitation Project
<b>DEP Grant #:</b>	LP 6006/1

### II. FUNDING PLAN:

Category of Expenditure	2006-2007 LP Grant Funds Provided	2006-2007 Match Required	Total 2006-2007 Funding
Professional Services	\$20,000.	None	\$20,000.
Construction & Demolition	\$180,000.	None	\$180,000.
Land			
Equipment			
Other (Specify)			
<b>Total</b>	<b>\$200,000.</b>	<b>None</b>	<b>\$200,000.</b>

### III. SCOPE OF WORK: (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, quarterly cash needs, etc.)

The project to be financed by this Grant consists of furnishing labor; materials and equipment to design and construct portions of the City-wide Sewer system. The estimated total costs to complete the Project is \$13.2 Million. The purpose of the project is to repair the over 75 year old system to prevent sewer overflows and to decrease exfiltration/infiltration to reduce the load on WWTP and to prevent groundwater pollution.

An estimated project timeline for the Second Phase of the Construction is as follows:

Item	Completion Date
Task 1: Complete design and permit application process	July 2006
Task 2: Issue for bids; receive and award bids	July-October 2006
Task 3: Construction	Nov 2006 - Feb 2007
Task 4: Project close-out – Phase Two only	March 2007

*Orig grant 12/31/08  
TR*

### IV. PROJECT MILESTONES:

(i.e. timelines, contracts, if funded in prior year(s) where is the project now)

	Grant No.	Date	Status
Original Project Authorization	SP # 6032	8/14/00	Complete 8/04
	LP # 0204	8/18/01	Complete 11/05
	LP # 0303	9/11/02	Complete 3/06
	LP # 0503	12/6/04	In progress
	LP # 6006	8/3/05	-----

All grant monies currently awarded including # LP 6006/1 have been spent or will be encumbered in the fourth quarter of 2006; and will be spent in the first quarter of 2007.

If the scope of work includes construction: Phase One Constructed Completed 6/14/06

Phase Two Estimated Construction start Nov 1, 2006

date:

Estimated Phase Two completion date: March 1, 2007

*12-31-08 orig grant TW*

If the scope is only for preconstruction work:

Estimated scope of work completion date: N/A

**V. LOCAL MATCH & OTHER GRANT FUNDS:**

List the sources and amounts for all funds being used to fund this project.

SOURCE	AMOUNT(\$)
2006-2007 LP grant	\$200,000.
2006-2007 Match	n/a
i.e. LP # 0503 -- In progress	\$1,300,000
i.e. LP # 6006	\$1,000,000
i.e. SRF loan WWxxxxx	
i.e. prior year local match	
i.e. federal funds -- STAG grant	
Total Estimated Project Cost	\$13,200,000

\$13,731,000 from 9/22/05 Grant  
 - 1,171,000 - Phase One Construction  
 \$12,560,000 x 1.05 Inflation

## ATTACHMENT D-1

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department 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 any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

##### **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. 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, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental 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 Department of Environmental Protection 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 financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. 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, Florida Statutes, 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, Florida Statutes, the cost of the audit must be paid from the non-State 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com/> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

### **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

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

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection 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.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, 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 Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	LI 1717A - Ecosystem Management & Restoration TF	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$,1,000,000 140047-05
Amend 1	LI 1821 - Ecosystem Management & Restoration TF	2006-2007	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$200,000 140047-06

Total Award					\$1,200,000
-------------	--	--	--	--	-------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sum6.dms.state.fl.us/fsaa/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



8/3/09

**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:** MALLETT SETTLEMENT AGREEMENT

**DATE:** JULY 27, 2009

**GENERAL SUMMARY:** On November 30, 2006, the City of Brooksville filed an eminent domain action against Walter J. Mallet, Sr., Trustee, to acquire an easement across approximately .16 acre of land for the installment of water and sewer lines along Horse Lake Road and Wiscon Road. Based on a summary appraisal report filed with the court, on or about January 30, 2007, the City deposited a good faith deposit in the Court's registry in the amount of \$4,600. On April 10, 2008, the Defendant withdrew the payment from the Court's registry; however, there were remaining issues to be resolved. The defendant disputed several aspects of the appraisal and demanded a settlement amount for \$25,000 plus attorney's fees and costs for the easement. In order to expedite resolution of outstanding issues in this matter without pursuing further litigation, the parties participated in mediation on July 23, 2009. T. Jennene Norman-Vacha, City Manager, Will Smith, Utilities Superintendent, Bill Geiger, Community Development Director, Lauren Busacca, Construction Project Manager, and the City Attorney were present at mediation. The Agreement reached in mediation provides for a total payment of \$37,150 to purchase fee simple interest in the entire .25 acre parcel rather than just the .16 acre easement. The settlement amount breaks down as follows:

.25 acres of Property	\$21,250.00
Attorney's Fees	\$4,500.00
Appraiser Costs	\$6,300.00
Land Planner Costs	\$5,000.00
Total	\$37,150.00

**BUDGET NOTE:** City staff is requesting a Budget amendment to increase Water and Sewer CIP (409-000-169-19049) by \$37,150.00 and offset by an increase of \$18,575 to Revenue Account Other Grants and Donations (409-000-389-49740) and an increase (presentation only) of \$18,575.00 to Long Term Liabilities (409-000-229-20909). The \$37,150 is considered 1/2 water and sewer impact fee credit eligible and the other 1/2 represents the reuse portion which is not subject to impact fee credits. The \$37,150 is made up of \$4,600 (previously paid in January 2007 to Clerk of the Circuit Court and reimbursed by Landmar Group, LLC in March 07) and the remaining \$32,550.00 that will be paid subject to the authorization by this settlement agreement. Landmar Group, LLC will be

requested to reimburse the City for the outstanding \$32,550.00 per the Development Agreement. Please note that Landmar Group, LLC is currently in bankruptcy.

 **LEGAL REVIEW:** The Mediation Settlement Agreement has been reached between the parties but is conditional on City Council approval. Approval of the Mediation Settlement Agreement will resolve the pending litigation.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve the Mediation Settlement Agreement and authorize the budget amendment to increase Water and Sewer CIP (409-000-169-19049) by \$37,150.00 and offset by an increase of \$18,575 to Revenue Account Other Grants and Donations (409-000-389-49740) and an increase (presentation only) of \$18,575.00 to Long Term Liabilities (409-000-229-20909).

# MEMORANDUM

<b>To:</b>	Honorable Mayor & City Council Members
<b>Via:</b>	T. Jennene Norman-Vacha, City Manager 
<b>From:</b>	Bill Geiger, Community Development Director 
<b>Subject:</b>	Alcoholic Beverage Location Permit
<b>Petitioner:</b>	Patricia & Lucio Correa, Galizzi Tree, Inc. d/b/a "Enchiladas"
<b>Location:</b>	128 North Broad Street
<b>Date:</b>	July 9, 2009

**Introduction & Background Information:**

The Petitioner is seeking an Alcoholic Beverage Location Permit (Category "A") from the City of Brooksville to allow for the on-premise sale and consumption of beer & wine, as an incidental item to the sale and consumption of food and other non-alcoholic beverages, for property located at 128 North Broad Street.

The subject property is zoned C2 (Highway Commercial), and is located within a commercial district that includes permitted uses for retail sales, offices, restaurants, etc.

Staff have reviewed the application in conjunction with the criteria established in Chapter 6 of the City Code. The proposed location meets the zoning requirements for being permitted to have a Category "A" Alcoholic Beverage Location Permit.

**Budget Statement:** Direct costs incurred by the City in taking action on and processing this petition are absorbed in the petition fee structure.

 **Legal Note:** The public hearing is required pursuant to Section 6-44 of the City Code. The public hearing is intended to provide persons having either supporting or opposing interest in the application to appear and be heard.

**Staff Recommendation:**

After accepting public input, it is recommended that City Council find that the petition meets the criteria of Chapter 6 of the City of Brooksville Code for receiving a Category "A" Alcoholic Beverage Location Permit, and approve the issuance of said permit accordingly.

**Attachments:** (1) Alcoholic Beverage Location Permit Application ( Patricia & Lucio Correa, Galizzi Tree, Inc., d/b/a/ "Enchiladas")

\$175.00  
appl. fee.

# CITY OF BROOKSVILLE



## APPLICATION FOR ALCOHOLIC BEVERAGE LOCATION PERMIT

- New Permit
- Type A Permit
- Transfer\*
- Type B Permit

The undersigned hereby applies for an Alcoholic Beverage Location Permit pursuant to Chapter 6 (Ordinance No. 447) of the City of Brooksville Municipal Code, which is attached to and made a part of this application, and is specifically for the purpose of \_\_\_\_\_

Serving beer & wine with food.

at the following location (street address): N 128 Broad St  
Brooksville

Owner/Applicant  
Name: Desnee Elgin

Non-Owner/Applicant \*\*  
Name: Galizzi Tree, Inc.

D.B.A.: \_\_\_\_\_

D.B.A.: Enchiladas

Address: 26245 Atlantis Ln  
Brooksville 34601

Address: 128 N Broad St  
Brooksville, FL 34601

Phone: 727 481 2435

Phone: 727-734-8080

Fax: \_\_\_\_\_

Fax: 727-734-8080

\* Date of proposed transfer N/A If transfer, name of previous owner N/A

\*\* If owner's name does not appear as the owner on this year's Hernando County Tax Rolls, also attach copy of the deed, and written consent from the owner to submit this application. If an agent is to represent applicant, attach letter of agency, with name and address of agent.

ALCOHOLIC BEVERAGE APPLICATION FOR LOCATION PERMIT  
FOR USE BY THE CITY OF BROOKSVILLE

NAME OF APPLICANT: Malizzi Tree, Inc, d/b/a "Enchiladas"  
APPLICATION RECEIVED: 6-25-09 PUBLIC HEARING REQUIRED  YES ( ) NO  
APPLICATION FEE PAID: \$15.00 WRITTEN CONSENT FROM OWNER:  
( ) Not Required  Attached Signed appl. also  
LAND USE ZONING: C-2  
CHURCH DISTANCE: 300' ± PUBLIC BLDG DISTANCE: 25' ±  
LICENSED DAYCARE DISTANCE: 300' ± STATE APP. ON FILE ( ) YES  NO  
PUBLIC RECREATION AREA: 570' ± HEARING DATE: ( ) NA \_\_\_\_\_  
SCHOOL DISTANCE: 300' ± PUBLIC ASSEMBLY AREA DISTANCE: 25' ±

ADJACENT PROPERTY OWNERS:

NORTH: See attached ( ) Continued on reverse side  
SOUTH: See attached ( ) Continued on reverse side  
EAST: See attached ( ) Continued on reverse side  
WEST: See attached ( ) Continued on reverse side

I have reviewed the above application for an Alcoholic Beverage Location Permit and have determined that the applicant meets all requirements of Section 6 of the City Code.

Bill Geiger 7/9/09 [Signature] 7/6/09  
Director of Community Development Date Chief of Police Date

PERMIT ISSUED: ( ) Yes ( ) No DATE OF COUNCIL ACTION: \_\_\_\_\_

COPY OF FINAL STATE LICENSE ON FILE ( ) YES  NO

BY: \_\_\_\_\_

SUSPENSION / MODIFICATION / REVOCATION OF PERMIT:

DATE: N/A REASON: N/A

The present use of the property is Cafe

The proposed use of the property is Cafe / Restaurant

The legal description of the property is: Subdivision Town of Brooksville No. of E/2 of Lot 1 Block 14

( ) See Attached

Property Appraiser Key Number: 001408168

If applicant is not the owner of the property, state nature of applicant's interest in the referenced property or business: To run cafe/restaurant & serve beer & wine with meals.

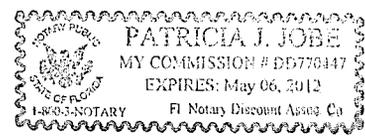
**I certify that all statements made in this application are true to the best of my knowledge and that submitting any incorrect information will void the application, or location permit, if issued. I understand that my request will not be considered unless all the information required by this application is submitted.**

PATRICIA CORREA  
Applicant's Name (Print or Type)  
non-owner / applicant

[Signature]  
Applicant's Signature

STATE OF Florida  
COUNTY OF Hernando

The foregoing instrument was sworn to and subscribed before me this 30<sup>th</sup> day of June, 2009 by Patricia Correa, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (~~did~~) or (did not) take an oath.



[Signature]  
Notary Public

(Stamped, typed or printed Commission name, number and date of expiration.)

The present use of the property is Restaurant

The proposed use of the property is Restaurant

The legal description of the property is: Subdivision Town of Brooksville N 65 feet of E 1/2 of Lot 1 Block 14

Property Appraiser Key Number: 00140868 ( ) See Attached

If applicant is not the owner of the property, state nature of applicant's interest in the referenced property or business: To run restaurant & serve beer and wine

I certify that all statements made in this application are true to the best of my knowledge and that submitting any incorrect information will void the application, or location permit, if issued. I understand that my request will not be considered unless all the information required by this application is submitted.

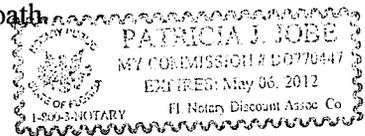
Desnee Elgin  
Applicant's Name (Print or Type)

Desnee Elgin  
Applicant's Signature

STATE OF Florida  
COUNTY OF Hernando

The foregoing instrument was sworn to and subscribed before me this 24<sup>th</sup> day of June, 2008 by Desnee Elgin, who is personally known to me or who has produced Florida ID as identification and who (did) or (did not) take an oath.

Patricia J. Jobe  
Notary Public



(Stamped, typed or printed Commission name, number and date of expiration.)



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 Entity Name Search

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 No Name History     

## Detail by Entity Name

### Florida Profit Corporation

GALIZZI TREE, INC.

### Filing Information

Document Number P08000110197  
 FEI/EIN Number NONE  
 Date Filed 12/22/2008  
 State FL  
 Status ACTIVE

### Principal Address

4011 RUDDER WAY  
 NEW PORT RICHEY FL 34652 US

### Mailing Address

P.O.BOX 1213  
 PALM HARBOR FL 34682 US

### Registered Agent Name & Address

CORREA, PATRICIA G  
 4011 RUDDER WAY  
 NEW PORT RICHEY FL 34652 US

### Officer/Director Detail

#### **Name & Address**

Title P  
 CORREA, PATRICIA G  
 4011 RUDDER WAY  
 NEW PORT RICHEY FL 34652 US

Title VP  
 CORREA, LUCIO E  
 4011 RUDDER WAY  
 NEW PORT RICHEY FL 34652 US

### Annual Reports

No Annual Reports Filed

### Document Images

12/22/2008 -- Domestic Profit

**Note:** This is not official record. See documents if question or conflict.

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# Hernando County Property Appraiser

**2008 TAX Year**

CAMA Updated: 6/19/2009

Parcel: R22 222 19 1480 0100 0010 | **KEY:**  
00140751

<< Next Lower Parcel # | Next Higher Parcel # >>

## Owner & Property Info

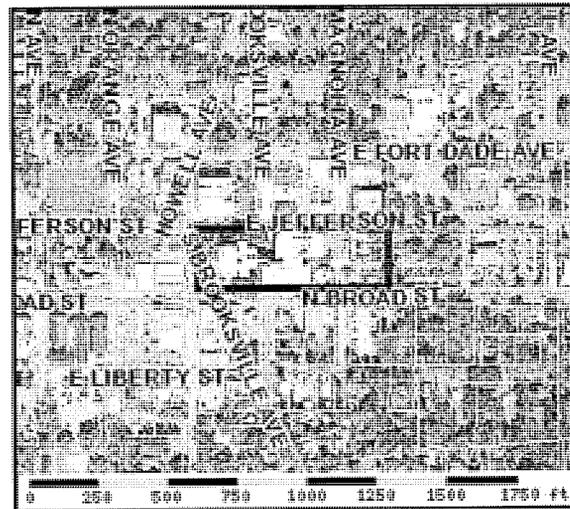
Search Result: 1 of 1

<b>Owner's Name(s)</b>		HERNANDO COUNTY (COURTHOUSE & ADM. COMPLEX)	
<b>Site</b>		20 N MAIN ST (view all Site Addresses)	
<b>First Owner's Mailing</b>		20 N MAIN ST RM 460 BROOKSVILLE FL 34601	
<b>Brief Desc</b>		BROOKSVILLE TOWN OF ALL OF BLKS 10 11 & 12 AND THOSE PORTIONS OF BROOKSVILLE ** CONTINUED **	
<b>DOR Code (86) - Other County</b>		<b>Map Code</b> 76D4	
<b>Levy Code</b> CRBRES		<b>GIS Code</b> B038	
<b>Land Use</b>	<b>Land Units</b>		
COMMERCIAL	44,100.00 SQUARE FEET		
COMMERCIAL	44,100.00 SQUARE FEET		
COMMERCIAL	28,770.00 SQUARE FEET		
COMMERCIAL	12,600.00 SQUARE FEET		
COMMERCIAL	12,600.00 SQUARE FEET		
<b>Total TAX for 2008</b>		<b>\$0.00</b>	
<b>AdValorem Tax</b>	\$0.00	<b>Current Tax Year Discount</b>	
<b>NON AdValorem Tax</b>	\$0.00	If Paid By: Nov. 30: Dec. 31: Jan. 31: Feb. 28: Mar. 31: \$0.00	
<b>Tax History</b>		> Access real-time Tax info	
2007	\$0.00	<b>TAX Links</b>	
2006	\$0.00	> Pay your Taxes on-line	
2005	\$0.00		

## GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004

aerial date: Feb. 2008



## Property & Assessment Values

<b>Land Value</b>	\$746,393.00
<b>Bldg Value</b>	\$18,007,783.00
<b>Features Value</b>	\$382,864.00
<b>Class Value</b>	\$0.00
<b>Limit Value</b>	\$19,137,040.00

<b>Assessed Value</b>	\$19,137,040.00
<b>Exempt Value</b>	\$19,137,040.00
<b>Excluded Exempt</b>	\$0.00
<b>Taxable Value</b>	\$0.00
<b>Just Mkt Value</b>	\$19,137,040.00

## Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/1980	0/0000		(D)	\$0.00	HERNANDO COUNTY

## Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	GENERAL OFFICE (30)	1925	18672 / 460	0 / 6
2	GENERAL OFFICE (30)	1974	3200 / 0	0 / 1
3	GENERAL OFFICE (30)	1974	27504 / 0	0 / 8
4	GENERAL OFFICE (30)	1989	6071 / 22036	0 / 10
5	GENERAL OFFICE (30)	1989	27239 / 861	0 / 14

# Hernando County Property Appraiser

2008 TAX Year

CAMA Updated: 6/19/2009

Parcel: R22 222 19 1480 0140 0040 | KEY:

00140920

<< Next Lower Parcel # | Next Higher Parcel # >>

### Owner & Property Info

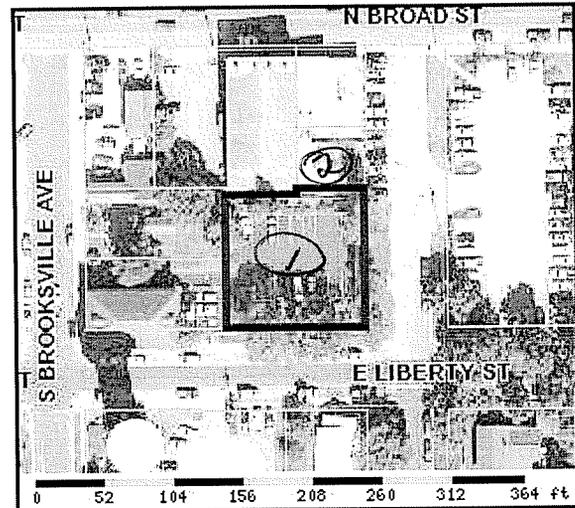
Search Result: 1 of 1

<b>Owner's Name(s)</b> JO-DAR-KEV INC	
<b>Site</b>	(view all Site Addresses)
<b>First Owner's Mailing</b>	29 S BROOKSVILLE AVE BROOKSVILLE FL 34601-2905
<b>Brief Desc</b>	BROOKSVILLE TOWN OF BLK 14 LOT 4 LESS N6 FT OF W1/2 SUB TO EASE W10 FT ORB 415 PG 1901
<b>DOR Code (10) - Vacant Commercial</b>	<b>Map Code</b> 76D4
<b>Levy Code</b> CRBRES	<b>GIS Code</b> B038
<b>Land Use</b>	<b>Land Units</b>
COMMERCIAL SQ FT	10,710.00 SQUARE FEET
<b>Total TAX for 2008</b> <span style="float:right">\$1,254.69</span>	
<b>AdValorem Tax</b> \$1,254.69	<b>Current Tax Year Discount</b> If Paid By: Nov. 30: Dec. 31: \$1,204.50 \$1,217.05 Jan. 31: Feb. 28: Mar. 31: \$1,229.60 \$1,242.14 \$1,254.69
<b>NON AdValorem Tax</b> \$0.00	
<b>Tax History</b>	
2007 \$1,264.14	<b>TAX</b> > Access real-time Tax info <b>Links</b> > Pay your Taxes on-line
2006 \$1,432.32	
2005 \$1,205.26	

### GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004

aerial date: Feb. 2008



### Property & Assessment Values

<b>Land Value</b>	\$54,621.00
<b>Bldg Value</b>	\$0.00
<b>Features Value</b>	\$3,900.00
<b>Class Value</b>	\$0.00
<b>Limit Value</b>	\$58,521.00

<b>Assessed Value</b>	\$58,521.00
<b>Exempt Value</b>	\$0.00
<b>Excluded Exempt</b>	\$0.00
<b>Taxable Value</b>	\$58,521.00
<b>Just Mkt Value</b>	\$58,521.00

### Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
3/16/1994	958/1987	WD	I (D)	\$100,000.00	JO-DAR-KEV INC
4/10/1992	860/0489	WD	I (D)	\$37,500.00	JOHNSTON JOSEPH E JR
3/1/1990	771/0970	WD	I (Q)	\$75,000.00	JOHNSTON JOSEPH E JR &
1/1/1980	420/1441	PR	I (D)	\$100.00	KIMBROUGH MARGARET ETAL
1/1/1980	0/0000		()	\$0.00	MARGARET KIMBROUGH ET AL

### Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
NONE				

### Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
NONE			

# Hernando County Property Appraiser

2008 TAX Year

CAMA Updated: 6/19/2009

Parcel: R22 222 19 1480 0140 0011 | KEY: 00140877

<< Next Lower Parcel # | Next Higher Parcel # >>

## Owner & Property Info

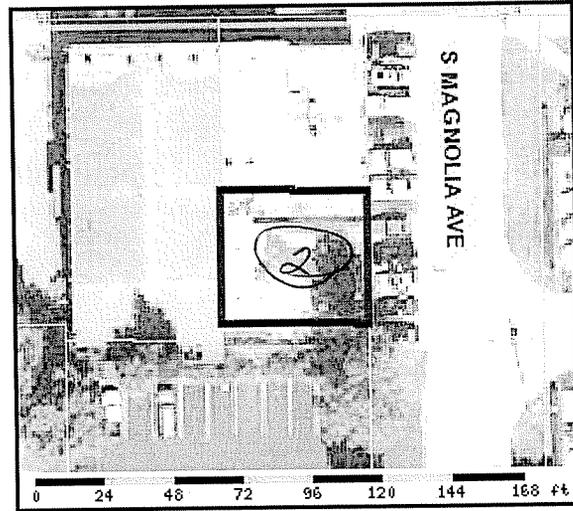
Search Result: 1 of 1

<b>Owner's Name(s)</b> SPINOZA JEOFFREY	
<b>Site</b>	(view all Site Addresses)
<b>First Owner's Mailing</b>	6099 PATRICIA PL WEEKI WACHEE FL 34607-2035
<b>Brief Desc</b>	BROOKSVILLE TOWN OF BLK 14 S46 FT OF E1/2 OF LOT 1 ORB 293 PG 557
<b>DOR Code (39) - Hotels, Motels</b>	<b>Map Code</b> 76D4
<b>Levy Code</b> CRBRES	<b>GIS Code</b> B038
<b>Land Use</b>	<b>Land Units</b>
COMMERCIAL SQ FT	2,363.00 SQUARE FEET
<b>Total TAX for 2008</b> \$443.40	
<b>AdValorem Tax</b> \$443.40	<b>Current Tax Year Discount</b>
<b>NON AdValorem Tax</b> \$0.00	If Paid By: Nov. 30: Dec. 31:
	Jan. 31: Feb. 28: Mar. 31:
	\$434.53 \$438.97 \$443.40
<b>Tax History</b>	> Access real-time Tax info
2007 \$393.13	<b>TAX Links</b>
2006 \$454.15	> Pay your Taxes on-line
2005 \$409.94	

## GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004

aerial date: Feb. 2008



## Property & Assessment Values

<b>Land Value</b>	\$13,564.00
<b>Bldg Value</b>	\$7,117.00
<b>Features Value</b>	\$0.00
<b>Class Value</b>	\$0.00
<b>Limit Value</b>	\$20,681.00

<b>Assessed Value</b>	\$20,681.00
<b>Exempt Value</b>	\$0.00
<b>Excluded Exempt</b>	\$0.00
<b>Taxable Value</b>	\$20,681.00
<b>Just Mkt Value</b>	\$20,681.00

## Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
2/14/2007	2401/0241	QC	I (D)	\$100.00	SPINOZA JESSICA
3/15/2004	2584/0143	QC	I (D)	\$100.00	SPINOZA JEOFFREY
6/1/1986	613/0836	QC	I (D)	\$100.00	SPINOZA MARGERY
6/1/1986	613/0835	QC	I (D)	\$100.00	MOFFA ROBERT A &
1/1/1986	600/0913	QC	I (D)	\$100.00	MOFFA ROBERT A &
6/21/1985	1753/1454	QC	I (D)	\$100.00	SPINOZA JESSICA
1/1/1985	569/1023	QC	I (D)	\$100.00	FOSSITT KENNETH A &
9/1/1984	559/1469	QC	I (D)	\$100.00	FOSSITT KENNETH A &
5/1/1984	551/0676	QC	I (D)	\$100.00	FOSSITT KENNETH A &
8/1/1983	530/0118	WD	I (Q)	\$25,000.00	FOSSITT KENNETH A AND
1/1/1980	0/0454	WD	I (D)	\$100.00	LAKE ALBERT J ET UX

## Building Characteristics

# Hernando County Property Appraiser

**2008 TAX Year**

CAMA Updated: 6/19/2009

Parcel: R22 222 19 1480 0140 0010 | KEY: 00140868

<< Next Lower Parcel # | Next Higher Parcel # >>

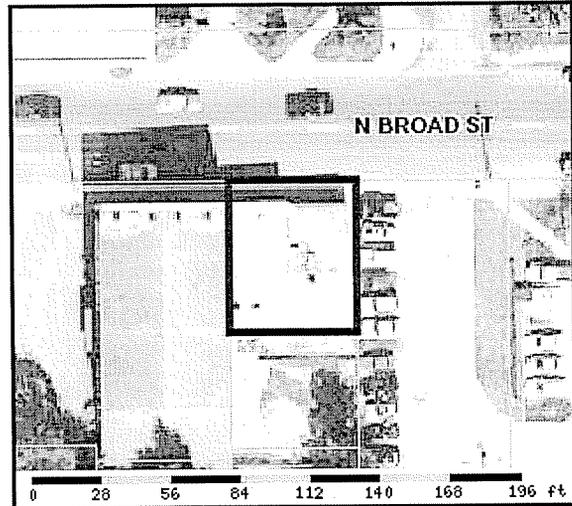
Search Result: 1 of 1

### Owner & Property Info

<b>Owner's Name(s)</b> ELGIN DESNEE, ELGIN ANTHONY	
<b>Site</b>	128 N BROAD ST (view all Site Addresses)
<b>First Owner's Mailing</b>	128 N BROAD ST BROOKSVILLE FL 34601-2922
<b>Brief Desc</b>	BROOKSVILLE TOWN OF BLK 14 N60 FT OF E1/2 OF LOT 1 ORB 255 PG 474
<b>DOR Code (21) - Restaurants, Cafeterias</b>	<b>Map Code</b> 76D4
<b>Levy Code</b> CRBRES	<b>GIS Code</b> B038
<b>Land Use</b>	<b>Land Units</b>
COMMERCIAL SQ FT	3,150.00 SQUARE FEET
<b>Total TAX for 2008</b> <b>\$3,830.72</b>	
<b>AdValorem Tax</b> \$3,830.72	<b>Current Tax Year Discount</b> If Paid By: Nov 30: Dec 31: Jan 31: Feb 28: Mar 31:
<b>NON AdValorem Tax</b> \$0.00	
<b>Tax History</b>	<b>TAX</b> > Access real-time Tax info
2007 \$2,708.44	<b>Links</b> > Pay your Taxes on-line
2006 \$3,110.22	
2005 \$3,104.70	

### GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004  
aerial date: Feb. 2008



### Property & Assessment Values

<b>Land Value</b>	\$28,130.00
<b>Bldg Value</b>	\$149,552.00
<b>Features Value</b>	\$990.00
<b>Class Value</b>	\$0.00
<b>Limit Value</b>	\$178,672.00

<b>Assessed Value</b>	\$178,672.00
<b>Exempt Value</b>	\$0.00
<b>Excluded Exempt</b>	\$0.00
<b>Taxable Value</b>	\$178,672.00
<b>Just Mkt Value</b>	\$178,672.00

### Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
5/4/2007	2444/0423	WD	I (Q)	\$245,000.00	ELGIN DESNEE
5/23/1992	865/1553	WD	I (Q)	\$115,000.00	KOTSIFAS FOTIOS & DENISE M
7/1/1986	614/1566	WD	I (D)	\$100.00	SHAMMAS SERGE
1/1/1985	569/0135	WD	I (Q)	\$85,000.00	SHAMMAS SERGE &
1/1/1980	0/0000		()	\$0.00	MCKINNON ANGUS B ET UX

### Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	RESTAURANT/LOUNGE (25)	1950	2600 / 256	0 / 2
<b>Note:</b> All S.F. calculations are based on exterior building dimensions.				

### Extra Features & Out Buildings

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# Hernando County Property Appraiser

2008 TAX Year

CAMA Updated: 6/19/2009

Parcel: R22 222 19 1480 0140 0015 | KEY: 00140886

<< Next Lower Parcel # | Next Higher Parcel # >>

### Owner & Property Info

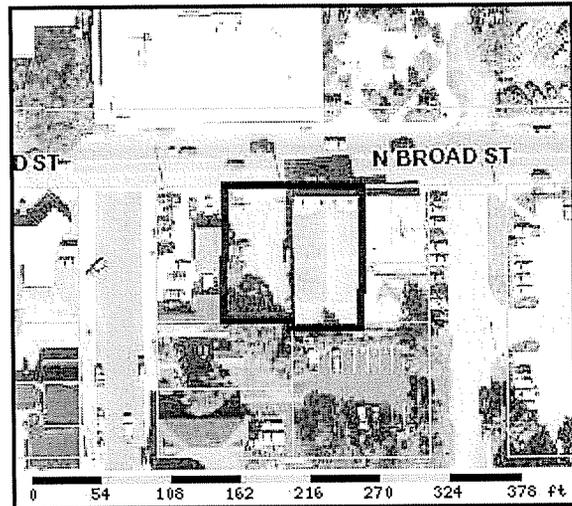
Search Result: 1 of 1

<b>Owner's Name(s)</b>		BRADY ERNEST A JR & CAROLYN	
<b>Site</b>		120 N BROAD ST 100(view all Site Addresses)	
<b>First Owner's Mailing</b>		120 N BROAD ST STE 102 BROOKSVILLE FL 34601-2939	
<b>Brief Desc</b>		BROOKSVILLE TOWN OF W1/2 OF LOT 1 & E1/2 OF LOT 2 & 6 FT OFF N SIDE ** CONTINUED **	
<b>DOR Code</b>	(18) - Office Bldg (multi-story, non-prof. services)	<b>Map Code</b>	76D4
<b>Levy Code</b>	CRBRES	<b>GIS Code</b>	B038
<b>Land Use</b>		<b>Land Units</b>	
COMMERCIAL SQ FT		5,513.00 SQUARE FEET	
COMMERCIAL SQ FT		5,513.00 SQUARE FEET	
COMMERCIAL SQ FT		315.00 SQUARE FEET	
<b>Total TAX for 2008</b>		<b>\$6,980.41</b>	
<b>AdValorem Tax</b>	\$6,980.41	<b>Current Tax Year Discount</b>	
<b>NON AdValorem Tax</b>	\$0.00	If Paid By: Nov. 30: Dec. 31:	
		Jan. 31: Feb. 28: Mar. 31:	
		\$6,840.80 \$6,910.61 \$6,980.41	
<b>Tax History</b>		<b>TAX</b> > Access real-time Tax info	
2007	\$5,819.20	<b>Links</b> > Pay your Taxes on-line	
2006	\$6,661.11		
2005	\$6,667.09		

### GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004

aerial date: Feb. 2008



### Property & Assessment Values

<b>Land Value</b>	\$57,839.00
<b>Bldg Value</b>	\$264,291.00
<b>Features Value</b>	\$3,450.00
<b>Class Value</b>	\$0.00
<b>Limit Value</b>	\$325,580.00

<b>Assessed Value</b>	\$325,580.00
<b>Exempt Value</b>	\$0.00
<b>Excluded Exempt</b>	\$0.00
<b>Taxable Value</b>	\$325,580.00
<b>Just Mkt Value</b>	\$325,580.00

### Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/1980	0/0000		()	\$0.00	BRADY ERNEST A JR & CAROLYN
1/1/1980	0/0000		()	\$0.00	OSBORN MARVIN P + DOROTHY

### Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	GENERAL OFFICE (30)	1930	5047 / 155	0 / 6
2	GENERAL OFFICE (30)	1930	4335 / 0	0 / 0
<b>Note:</b> All S.F. calculations are based on exterior building dimensions.				

RECEIPT

DATE: 6-25-09 No. 061732

PAID TO THE ORDER OF: Galizzi Tree, Inc. \$75.00

FOR DEPOSIT ONLY: ~~Seventy Five and 00/100~~ DOLLARS

FOR DEPOSIT ONLY: Alcoholic Beverage Location Permit 128 N. Broad St

ACCOUNT: PAYMENT # 103 FROM: TO:

CASH CHECK MONEY ORDER BY: Melissa Locke

Galizzi Tree, Inc PH# 727-734-8080 103  
 DBA Enchiladas 63-466/631  
 128 N Broad St  
 Brooksville

6-23-09 DATE  
 \$ 75.00  
 DOLLARS

PAY TO THE ORDER OF: City of Brooksville  
 Seventy five and 00/100

AM SOUTH BANK THE RELATIONSHIP PEOPLE

FOR: Julie Conner

⑆063104668⑆ 0040620530⑆

**NOTICE OF PUBLIC HEARING  
CITY OF BROOKSVILLE, FLORIDA  
CITY COUNCIL  
201 HOWELL AVENUE  
BROOKSVILLE, FLORIDA 34601**

NOTICE is given by the City Council of the City of Brooksville, Florida, that a public hearing will be held on August 3, 2009, at 7:00 p.m., for consideration of issuance of an Alcoholic Beverage Location Permit for the premises located at 128 North Broad Street, Brooksville, FL.

All persons wishing to be heard, please take notice and govern yourself accordingly. You are further advised that if a person decides to appeal any decision with respect to any matter considered at these proceedings, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352-540-3810.

CITY OF BROOKSVILLE

By: Patricia J. Jobe  
Planning & Zoning Coordinator

PUBLISH: Wednesday, July 22, 2009 (Hernando Section Only)

NOTICE TO PAPER: PLEASE RUN SMALLEST LEGAL AD (COL IN) POSSIBLE IN HERNANDO SECTION ONLY AND PROVIDE TWO (2) AFFIDAVITS OF PUBLICATION UPON COMPLETION.



**REGULAR AGENDA ITEM**  
**MEMORANDUM**

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager *T. Jennene Norman-Vacha*  
**From:** Timothy A. Mossgrove, Fire Chief *Timothy A. Mossgrove*  
**Subject:** Brooksville Firefighters' Pension Trust Fund-Proposed Ordinance-No. 754-B  
**Date:** August 3, 2009

---

**General Summary / Background:** Approval and implementation of the Pension Protection Act of 2006, regulation changes in the Internal Revenue Code and Florida State Law changes require revisions to the City's Brooksville Firefighters' Pension Trust Fund/Pension Plan. Revisions to the current Ordinance have been approved by the Brooksville Firefighters' Pension Trust Fund Board of Trustees, as proposed by Scott Christiansen, Attorney for the Board.

The revised Ordinance, as proposed and approved, is attached. As proposed the City's portion for contributions to the Pension Fund will be reduced from 25.04% of salary to 24.52% of salary for fiscal year 2009-10; while the employees' contributions will increase from 2.91% of salary to 3.14% of salary.

**Budget Impact:** The City will experience a decrease of approximately \$4,476 with the reduction in contributions (25.04% to 24.52%) for fiscal year 2009-10.

**Legal Review:** The City Attorney has reviewed the Ordinance as to content and form and has determined that it is in good legal form.

**Staff Recommendation:** Staff recommends the approval of the Ordinance No. 754-B as proposed, containing revisions for compliance with Florida and Federal laws and regulations/codes.

ec: Jan Peters, City Clerk

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

05-01-00004:10 PCV0

April 29, 2009

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

Re: City of Brooksville Firefighters' Retirement Trust Fund - Proposed Ordinance

Dear Ms. Norman-Vacha:

Enclosed please find a proposed ordinance amending the City of Brooksville Firefighters' Retirement Trust Fund, which is approved by the Board and recommended for adoption by the City Council. With the adoption of the Pension Protection Act of 2006 and subsequent regulations and guidance from the Internal Revenue Service, as well as other changes to the Internal Revenue Code and Regulations and changes to State law, the following amendments to the pension plan are proposed:

1. Section 1, Definitions, is being amended for Internal Revenue Code (IRC) changes and changes to the Uniformed Services Employment and Reemployment Rights Act (USERRA), to amend the definitions of:
  - a. Actuarial Equivalent - IRC
  - b. Credited Service - USERRA
  - c. Salary - IRC
2. Section 4, Finances and Fund Management, is being amended to allow the fund to invest in foreign securities, to the extent and percentage permitted by Chapter 175, Florida Statutes.
3. Section 5, Contributions, is being amended for clarification of language to satisfy the requirements of the Actuary for the State of Florida regarding City Contributions. This section is also being amended to provide for the required adjustment to the member contribution rate, as required by Section 5, B. of the plan. This rate change will be effective October 1, 2009.

4. Section 6, Benefit amounts and eligibility, is being amended to add subsection 6., Required Distribution Date. - IRC
5. Section 7, Pre-Retirement Death, is being amended to comply with IRC changes regarding non-spouse beneficiaries.
6. Section 8, Disability, is being amended to comply with Chapter 175, Florida Statutes, and to clarify the conditions under which a disabled retiree may be recalled to duty.
7. Section 10, Optional Forms of Benefits, has been amended to:
  - a. Cite an appropriate Treasury Regulation - IRC
  - b. Add a new subsection 5.E. - IRC
  - c. Amend subsection 7. - IRC
8. Section 15, Maximum Pension, has been totally re-written to comply with IRC changes.
9. Section 16, Minimum Distribution of Benefits, is being amended for IRC changes.
10. Section 17, Miscellaneous provisions, is being amended for changes to the IRC, USERRA and Chapter 175, Florida Statutes, general compliance language.
11. Section 18, Repeal or Termination of System, is being amended for IRC changes to eliminate outdated language.
12. Section 19, Domestic Relations Orders, Retiree Directed Payments, Exemption from Execution, non-assignability, is being amended to allow a retiree to direct retirement benefit deductions for payments to the City or to insurance companies for benefits such as health insurance, if permitted by Chapter 175, Florida Statutes. This is a non-mandatory, no-cost recommended amendment.
13. Section 21, Forfeiture of Pension, is being amended to include a recent amendment to Section 112.3173, Florida Statutes, which is applicable to all Florida pension plans.
14. Section 26, Direct Transfers of Eligible Rollover Distributions; Elimination of Mandatory Distributions, is being amended to comply with IRC changes.
15. Section 28, Deferred Retirement Option Plan, has been amended to remove unnecessary language regarding distribution of DROP account funds.
16. Section 29, Prior Fire Service, is being amended to correct a section reference.

Ms. T. Jennene Norman-Vacha  
April 29, 2009  
Page 3

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,

A handwritten signature in black ink, appearing to read "Scott R. Christiansen". The signature is fluid and cursive, with a large initial "S" and "C".

Scott R. Christiansen

SRC/dm  
enclosure

cc: Patrick Donlan, with enclosure  
Susan McCrary, with enclosure

ORDINANCE NO. 754-B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND, ADOPTED PURSUANT TO ORDINANCE NO. 525-I, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 5, CONTRIBUTIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 16, DISTRIBUTION OF BENEFITS; AMENDING SECTION 17, MISCELLANEOUS PROVISIONS; AMENDING SECTION 18, REPEAL OR TERMINATION OF SYSTEM; AMENDING SECTION 19, DOMESTIC RELATIONS ORDERS, RETIREE DIRECTED PAYMENTS, EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY; AMENDING SECTION 21, FORFEITURE OF PENSION; AMENDING SECTION 26, DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS, ELIMINATION OF MANDATORY DISTRIBUTIONS; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 29, PRIOR FIRE SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:

**SECTION 1:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 1, Definitions, to amend the definitions of "Actuarial Equivalent", "Credited Service" and "Salary", to read as follows:

Actuarial Equivalent means a benefit or amount of equal value, ~~based upon the 1983 Group Annuity Mortality Table and an interest rate of eight percent (8%) per annum determined on the basis of actuarial equivalency using assumptions adopted by the Board such that benefit calculations are not subject to City discretion.~~

Credited Service means the total number of years and fractional parts of years of service as a Firefighter with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Firefighter. A volunteer Firefighter shall not receive Credited Service for any purpose, including vesting, for any Plan Year during which he is a Member if he does not work at least two hundred eighty-eight (288) hours during the Plan Year. If a Member accumulates service both as a full-time Firefighter and a volunteer, Credited Service shall be calculated separately for full-time and volunteer service with the sum of all years used only for vesting and benefit eligibility purposes. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Fire Department pending the possibility of being reemployed as a Firefighter, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Fire Department, his Accumulated Contributions will be returned only upon his written request. If a

Member who is not vested is not reemployed as a Firefighter with the Fire Department within five (5) years, his Accumulated Contributions, if one-thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his contributions from the Fund, unless the Firefighter repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member ~~serves in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353),~~ after separation from employment as a Firefighter with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

- A. The Member is entitled to reemployment under the provisions of USERRA.
- A B. The Member ~~must~~ returns to his employment as a Firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service.
- B. ~~The Member is entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), (P.L.103-353).~~
- C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Salary means the total compensation for services rendered to the City, reported on the Member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Compensation in excess of the limitations set forth in Section 401 (a)(17) of the Code shall be disregarded as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed

\$200,000, as adjusted for cost-of-living increases in accordance with Internal Revenue Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

**SECTION 2:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 4, Finances and Fund Management, subsection 6.B.(5)(b), to read as follows:

- (b) Up to ten percent (10%) of the assets of the Fund may be invested in foreign securities. This percentage may be increased to the extent permitted by Chapter 175, Florida Statutes.

**SECTION 3:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 5, Contributions, subsections 1., Member Contributions, and subsection 3., City Contributions, to read as follows:

1. Member Contributions.

- A. Amount. Each Member of the System shall be required to make regular contributions to the Fund in the amount of two and ninety-one hundredths percent (2.91%) of his Salary, effective October 1, 2008 and three and fourteen one-hundredths percent (3.14%), effective October 1, 2009. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

3. City Contributions.

So long as this System is in effect, the City shall make quarterly contributions to the Fund in an amount equal to the required City contribution difference in each year, between the total aggregate Member contributions for the year, plus state contributions for such year, and the total cost for the year, as shown by the most recent applicable actuarial valuation of the System, but in no event shall the City's annual contribution be less than five percent (5%) of the total Salary of Members. The total cost for any year shall be defined as the total normal cost plus the additional amount sufficient to amortize the unfunded past service liability as provided in Part VII of Chapter 112, Florida Statutes.

**SECTION 4:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 6, Benefit Amounts and Eligibility, to add subsection 6., Required Distribution Date, to read as follows:

6. Required Distribution Date.

The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City.

**SECTION 5:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 7, Pre-Retirement Death, to read as follows:

**SECTION 7. PRE-RETIREMENT DEATH.**

1. Prior to Vesting or Eligibility for Retirement.

The Beneficiary of a deceased Member who was not receiving monthly benefits or who was not yet vested or eligible for early or normal retirement shall receive a refund of one-hundred percent (100%) of the Member's Accumulated Contributions.

2. Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary.

This subsection 2 applies only when the Member's Spouse is the sole designated Beneficiary. The Spouse Beneficiary of any Member who dies and who, at the date of his death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

- A. If the Member was vested, but not eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten (10) years, beginning on the date that the deceased Member would have been eligible for early or normal retirement, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death and reduced as for early retirement, if applicable. The Spouse Beneficiary may also elect to receive an immediate benefit, payable for ten (10) years, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.
- B. If the deceased Member was eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten (10) years, beginning on the first day of the month following the Member's death or at the deceased Member's otherwise normal or early retirement date, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death and reduced as for early retirement, if applicable.
- C. A Spouse Beneficiary may not elect an optional form of benefit, however, the Board may elect to make a lump sum payment pursuant to Section 10, subsection 7.

- D. A Spouse Beneficiary may, in lieu of any benefit provided for in A or B above, elect to receive a refund of the deceased Member's Accumulated Contributions.
- E. Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date selected pursuant to the above provisions in this Section that must be on or before December 31 of the calendar year in which the Member would have attained 70½.
- F. If the surviving Spouse Beneficiary commences receiving a benefit under subsection A or B above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the Spouse Beneficiary's estate in a lump sum.

3. Deceased Members Vested or Eligible for Retirement with Non-Spouse Beneficiary.

This subsection applies only when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary. The Beneficiary of any Member who dies and who, at the date of his death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

- A. If the Member was vested, but not eligible for normal or early retirement, the Beneficiary will receive a benefit payable for ten (10) years. The benefit will begin by December 31 of the calendar year immediately following the calendar year in which the Member died. The benefit will be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation and actuarially reduced to reflect the commencement of benefits prior to the normal retirement date.
- B. If the deceased Member was eligible for normal or early retirement, the Beneficiary will receive a benefit payable for ten (10) years, beginning on the first day of the month following the Member's death. The benefit will be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death and reduced for early retirement, if applicable.
- C. A Beneficiary may not elect an optional form of benefit, however the Board may elect to make a lump sum payment pursuant to Section 10, subsection 7.
- D. A Beneficiary, may, in lieu of any benefit provided for in A or B above, elect to receive a refund of the deceased Member's Accumulated Contributions.
- E. If a surviving Beneficiary commences receiving a benefit under subsection A or B above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving Beneficiary's estate by December 31 of the calendar year of the Beneficiary's death in a lump sum.
- F. If there is no surviving Beneficiary as of the Member's death, and the estate is to receive the benefits, the actuarial equivalent of the Member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- G. The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.

**SECTION 6:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 8, Disability, subsection 6., Disability Payments, to read as follows:

6. Disability Payments.

The monthly benefit to which a Member is entitled in the event of the Member's disability retirement shall be payable on the first day of the first month after the Board determines such entitlement. However, the monthly retirement income shall be payable as of the date the Board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

- A. If the Retiree recovers from the disability ~~prior to his normal retirement date~~, the payment due next preceding the date of such recovery, or
- B. If the Retiree dies without recovering from disability ~~or attains his normal retirement date while still disabled~~, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability Retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in Section 10, subsection 1.A. or 1.B., which shall be the Actuarial Equivalent of the normal form of benefit.

**SECTION 7:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 10, Optional Forms of Benefits, by amending subsection 1.B, to add subsection E.5., and to amend subsection 7., to read as follows:

- B. A retirement income of a modified monthly amount, payable to the Retiree during the lifetime of the Retiree and following the death of the Retiree, one hundred percent (100%), seventy-five percent (75%), sixty-six and two-thirds percent (66-2/3%) or fifty percent (50%) of such monthly amount payable to a joint pensioner for his lifetime. Except where the Retiree's joint pensioner is his spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q & A-2 of 1.401(a)(9)-6)

\* \* \* \* \*

- 5.E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City.

\* \* \* \* \*

7. Notwithstanding anything herein to the contrary, the Board in its discretion, may elect to make a lump sum payment to a Member or a Member's Beneficiary in the event that the monthly benefit amount is less than one hundred dollars (\$100.00) or the total commuted value of the remaining monthly income payments to be paid do not exceed five thousand dollars (\$5,000) total commuted value of the monthly income payments to be paid do not exceed one thousand

dollars (\$1,000). Any such payment made to any person pursuant to the power and discretion conferred upon the Board by the preceding sentence shall operate as a complete discharge of all obligations under the System with regard to such Member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

**SECTION 8:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 15, Maximum Pension, to read as follows:

**SECTION 15. MAXIMUM PENSION.**

**1. Basic Limitation:**

~~Subject to the adjustments hereinafter set forth, the maximum amount of annual retirement income payable with respect to a Member under this System shall not exceed one hundred sixty thousand dollars (\$160,000).~~

~~For purposes of applying the above limitation, benefits payable in any form other than a straight life annuity with no ancillary benefits shall be adjusted, as provided by Treasury Regulations, so that such benefits are the Actuarial Equivalent of a straight life annuity. For purposes of this Section, the following benefits shall not be taken into account:~~

- ~~(1) Any ancillary benefit which is not directly related to retirement income benefits;~~
- ~~(2) Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of §415(b)(1) of the Code.~~

**2. Participation in Other Defined Benefit Plans:**

~~The limitation of this Section with respect to any Member who at any time has been a member in any other defined benefit plan (as defined in §414(j) of the Code) maintained by the City shall apply as if the total benefits payable under all defined benefit plans in which the Member has been a member were payable from one plan.~~

**3. Adjustments in Limitations:**

- ~~A. In the event the Member's retirement benefits become payable before age sixty two (62), the one hundred sixty thousand dollar (\$160,000) limitation prescribed by this Section shall be reduced in accordance with Regulations issued by the Secretary of the Treasury pursuant to the provisions of §415(b) of the Code, so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty two (62).~~
- ~~B. In the event the Member's benefit is based on at least fifteen (15) years of Credited Service, the adjustments provided for in A. above shall not apply.~~
- ~~C. The reductions provided for in A. above shall not be applicable to disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.~~
- ~~D. In the event the Member's retirement benefit becomes payable after age sixty five (65), for purposes of determining whether this benefit meets the limitation set forth in subsection 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.~~

**4. Less than Ten (10) Years of Service:**

~~The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of Credited Service with the City shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10). The reduction provided for in this subsection shall not be applicable to disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.~~

~~5. Ten Thousand Dollar (\$10,000) Limit.~~

~~Notwithstanding the foregoing, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limitations set forth in this Section if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable Plan Year and for any prior Plan Year and the City has not at any time maintained a qualified defined contribution plan in which the Member participated.~~

~~6. Reduction of Benefits.~~

~~Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be determined by the Board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be established by the Board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the Board and the plan administrator of all other plans covering such Member.~~

~~7. Cost of Living Adjustments.~~

~~The limitations as stated in subsections 1, 2 and 3 herein shall be adjusted to the time payment of a benefit begins in accordance with any cost of living adjustments prescribed by the Secretary of the Treasury pursuant to §415(d) of the Code.~~

~~8. Additional Limitation on Pension Benefits.~~

~~Notwithstanding anything herein to the contrary:~~

~~A. — The normal retirement benefit or pension payable to a Retiree who becomes a Member of the System and who has not previously participated in such System, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his Average Final Compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost of living increases or adjustments.~~

~~B. — No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.~~

~~1. Basic Limitation.~~

~~Notwithstanding any other provisions of this System to the contrary, the Member contributions paid to, and retirement benefits paid from, the System shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On~~

and after January 1, 1995, a plan member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) (\$160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this Section, "limitation year" shall be the calendar year.

2. Adjustments to Basic Limitation for Form of Benefit.

If the form of benefit without regard to any benefit increase feature is not a straight life annuity, then the Code Section 415(b) limit applicable at the annuity starting date is reduced to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

3. Benefits Not Taken into Account.

For purposes of this Section, the following benefits shall not be taken into account in applying these limits:

- A. Any ancillary benefit which is not directly related to retirement income benefits;
- B. Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1).

4. COLA Effect.

Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

- A. A Member's applicable limit will be applied to the Member's annual benefit in the Member's first calendar year of benefit payments without regard to any automatic cost of living adjustments;
- B. thereafter, in any subsequent calendar year, a Member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but
- C. in no event shall a Member's benefit payable under the System in any calendar year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the System, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Internal Revenue Code and applicable Treasury Regulations.

5. Other Adjustments in Limitations.

- A. In the event the Member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this Section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty-two (62).
- B. In the event the Member's benefit is based on at least fifteen (15) years of Credited Service as a full-time employee of the police or fire department of the City, the adjustments provided for in A. above shall not apply.

C. The reductions provided for in A. above shall not be applicable to disability benefits pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

D. In the event the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

6. Less than Ten (10) Years of Service.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of Credited Service with the City shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10%. The reduction provided for in this subsection shall not be applicable to disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

7. Participation in Other Defined Benefit Plans.

The limit of this Section with respect to any Member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the Member has been a member were payable from one plan.

8. Ten Thousand Dollar (\$10,000) Limit.

Notwithstanding the foregoing, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this Section if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable Plan Year and for any prior Plan Year and the City has not any time maintained a qualified defined contribution plan in which the Member participated.

9. Reduction of Benefits.

Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be determined by the Board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be established by the Board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the Board and the plan administrator of all other plans covering such Member

10. Service Credit Purchase Limits.

A. Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Member makes one or more contributions to purchase permissive service credit under the System, as allowed in Section 24 and Section 29, then the requirements of this Section will be treated as met only if:

- (1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or
- (2) the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).
- (3) For purposes of applying subparagraph (1), the System will not fail to meet the reduced limit under Code Section 415(b)(2)(c) solely by reason of this subparagraph (3), and for purposes of applying subparagraph (2) the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Internal Revenue Code solely by reason of this subparagraph (3).

B. For purposes of this subsection the term "permissive service credit" means service credit—

- (1) recognized by the System for purposes of calculating a Member's benefit under the plan,
- (2) which such Member has not received under the plan, and
- (3) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the System, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the System, include service credit for periods for which there is no performance of service, and, notwithstanding clause B.(2), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the System.

C. For purposes of applying the limits in this subsection 10., only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a calendar year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the System, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

- (1) However, for calendar years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For calendar years beginning after December 31, 2000, compensation will also include

any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

- (2) For limitation years beginning on and after January 1, 2007, compensation for the calendar year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the calendar year that includes the date of the employee's severance from employment if:
  - (a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or
  - (b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.
- (3) Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

D. Notwithstanding any other provision of law to the contrary, the Board may modify a request by a Member to make a contribution to the System if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

- (1) If the law requires a lump sum payment for the purchase of service credit, the Board may establish a periodic payment deduction plan for the Member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).
- (2) If payment pursuant to subparagraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Board may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.

11. Additional Limitation on Pension Benefits.

Notwithstanding anything herein to the contrary:

- A. The normal retirement benefit or pension payable to a Retiree who becomes a Member of the System and who has not previously participated in such System, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his Average Final Compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
- B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system

or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.

**SECTION 9:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 16, Distribution of Benefits, to read as follows:

**SECTION 16. MINIMUM DISTRIBUTION OF BENEFITS.**

1. General Rules.

- A. Effective Date. Effective as of January 1, 1989, the Plan will pay all benefits in accordance with a good faith interpretation of the requirements of Internal Revenue Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Internal Revenue Code Section 414(d). Effective on and after January 1, 2003, the Plan is also subject to the specific provisions contained in this Section. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- B. Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.
- ~~C. Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code.~~
- ~~D~~ C. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section other than this subsection ~~4-D~~ 1.C., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

2. Time and Manner of Distribution.

- A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70 ½) or the calendar year in which the Member ~~retires~~ unless otherwise provided for in the Plan or required by law terminates employment with the City.
- B. Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:
  - (1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70 ½, if later, as the surviving Spouse elects.
  - (2) If the Member's surviving spouse is not the Member's sole designated beneficiary, then, distributions to the designated beneficiary will

begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

- (3) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- (4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B. and subsection 5., distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

C. Death After Distributions Begin. If the Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.

D. Form of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance of ~~subsections 3, 4 and 5~~ of with this Section. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Treasury regulations that apply to individual accounts.

3. Determination of Amount to be Distributed Each Year.

A. General Annuity Requirements. If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (1) The annuity distributions will be paid in periodic payments made at intervals not longer than one year.
- (2) ~~The distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection 4 or 5.~~ The Member's entire interest must be distributed pursuant to Section 6, Section 7, Section 9, or Section 10 (as applicable) and in any event over a period equal to or less than the Member's life or the lives of the Member and a designated beneficiary, or over a period not extending beyond the life expectancy of the Member or of the

Member and a designated beneficiary. The life expectancy of the Member, the Member's spouse, or the Member's beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

~~(3) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.~~

~~(4) Payments will either be nonincreasing or increase only as follows:~~

~~(a) By an annual percentage increase that does not exceed the cumulative annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics or by a fixed annual increase of five percent or less.~~

~~(b) To the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection 4 dies or is no longer the Member's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p).~~

~~(c) To provide cash refunds of Accumulated Contributions upon the Member's death.~~

~~(d) To pay increased benefits that result from a Plan amendment.~~

B. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Member's required beginning date (or, if the Member dies before distributions begin, the date distributions are required to begin under subsection 2.B.(1) or 2.B.(2) Section 7) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., ~~bi-monthly~~, monthly, semi-annually, or annually. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's required beginning date.

C. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

~~4. Requirements for Annuity Distributions That Commence During a Member's Lifetime:~~

A. ~~Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse.~~ If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a nonspouse beneficiary, annuity payments to be made on or after the Member's required beginning

~~date to the designated beneficiary after the Member's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a nonspouse beneficiary and a period certain annuity, the requirements in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.~~

~~B. Period Certain Annuities. Unless the Member's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's spouse is the Member's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this subsection 4.B., or the joint life and last survivor expectancy of the Member and the Member's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the calendar year that contains the annuity starting date.~~

~~5. Requirements for Minimum Distributions Where Member Dies Before Date Distributions Begin:~~

~~A. Member Survived by Designated Beneficiary. If the Member dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Member's entire interest will be distributed, beginning no later than the time described in subsection 2.B.(1) or 2.B.(2), over the life of the designated beneficiary or over a period certain not exceeding:~~

~~(1) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death.~~

~~(2) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year the contains the annuity starting date.~~

~~B. No designated Beneficiary. If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire~~

~~interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.~~

~~C. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Member dies before the date distribution of his interest begins, the Member's surviving spouse is the Member's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this subsection 5 will apply as if the surviving spouse were the Member, except that the time by which distributions must begin will be determined without regard to subsection 2.B.(1).~~

4. General Distribution Rules.

A. The amount of an annuity paid to a Member's beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Internal Revenue Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.

B. The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Internal Revenue Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(I) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the Members' benefits received from the retirement system.

6 5. Definitions.

A. Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

B. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's required beginning date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to ~~subsection 2.B~~ Section 7.

~~C. Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.~~

~~D. Required Beginning Date. The date specified in subsection 2.A.~~

**SECTION 10:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 17, Miscellaneous Provisions, to read as follows:

**SECTION 17. MISCELLANEOUS PROVISIONS.**

1. Interest of Members in the System.

~~At~~ All assets of the Fund are held in trust, and at no time prior to the satisfaction of all liabilities under the System with respect to Retirees and Members and their Spouses or Beneficiaries, shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for their exclusive benefit.

2. No Reduction of Accrued Benefits.

No amendment or ordinance shall be adopted by the City Council of the City of Brooksville which shall have the effect of reducing the then vested accrued benefits of Members or a Member's Beneficiaries.

3. Qualification of System.

It is intended that the System will constitute a qualified public pension plan under the applicable provisions of the Code for a qualified plan under Code Section 401(a) and a governmental plan under Code Section 414(d), as now in effect or hereafter amended. Any modification or amendment of the System may be made retroactively, if necessary or appropriate, to qualify or maintain the System as a Plan meeting the requirements of the applicable provisions of the Code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

4. Use of Forfeitures.

Forfeitures arising from terminations of service of Members shall serve only to reduce future City contributions.

5. Prohibited Transactions.

Effective as of January 1, 1989, a Board may not engage in a transaction prohibited by Internal Revenue Code Section 503(b).

6. USERRA.

Effective December 12, 1994, notwithstanding any other provision of this System, contributions, benefits and service credit with respect to qualified military service are governed by Internal Revenue Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "Credited Service" sets forth contribution requirements that are more favorable to the Member than the minimum compliance requirements, the more favorable provisions shall apply.

7. Vesting.

A. Member will be 100% vested in all benefits upon attainment of the Plan's age and service requirements for the Plan's normal retirement benefit; and

B. A Member will be 100% vested in all accrued benefits, to the extent funded, if the Plan is terminated or experiences a complete discontinuance of employer contributions.

8. Electronic Forms.

In those circumstances where a written election or consent is not required by the Plan or the Internal Revenue Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the Board. However, where applicable, the Board shall comply with Treas. Reg. § 1.401(a)-21.

5 9. Compliance with Chapter 175, Florida Statutes.

It is intended that the System will continue to qualify for funding under Section 175.101, Florida Statutes. Accordingly, unless otherwise required by law, any provision of the System which violates the requirements of Chapter 175, Florida Statutes, as amended from time to time, shall be superseded by and administered in accordance with the requirements of such chapter.

**SECTION 11:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 18, Repeal or Termination of System, subsection 3., to read as follows:

3. The following shall be the order of priority for purposes of allocating the assets of the System as of the date of repeal of this ordinance, or if contributions to the System are discontinued with the date of such discontinuation being determined by the Board.

- A. Apportionment shall first be made in respect of each Retiree receiving a retirement or disability benefit hereunder on such date, each person receiving a benefit on such date on account of a retired or disabled (but since deceased) Member, and each Member who has, by such date, become eligible for normal retirement but has not yet retired, an amount which is the Actuarial Equivalent of such benefit, provided that, if such asset value be less than the aggregate of such amounts, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.
- B. If there be any asset value remaining after the apportionment under paragraph A, apportionment shall next be made in respect of each Member in the service of the City on such date who is vested and who is not entitled to an apportionment under paragraph A, in the amount required to provide the Actuarial Equivalent of the vested portion of the accrued normal retirement benefit (but not less than Accumulated Contributions), based on the Credited Service and Average Final Compensation as of such date, and each vested former Member then entitled to a deferred benefit who has not, by such date, begun receiving benefit payments, in the amount required to provide said Actuarial Equivalent of the vested portion of the accrued normal retirement benefit (but not less than Accumulated Contributions), provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder, such latter amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.
- C. If there be any asset value after the apportionments under paragraphs A and B, apportionment shall be made in respect of each Member in the service of the City on such date who is not entitled to an apportionment under paragraphs A and B in the amount equal to Member's Accumulated Contributions, provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder such latter amount shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.
- D. If there be any asset value remaining after the apportionments under paragraphs A, B, and C, apportionment shall lastly be made in respect of each Member included in paragraph C above to the extent of the Actuarial Equivalent of the non-vested accrued normal retirement benefit, less the amount apportioned in paragraph C, based on the Credited Service and Average Final Compensation as of such date, provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder, such amounts shall be reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.
- E. In the event that there be asset value remaining after the full apportionment specified in paragraphs A, B, C, and D, such excess shall be returned to the City, less return of the State's contributions to the State, provided that, if the excess is less than the total contributions made by the City and the State to the date of termination such excess shall be divided proportionately to the total contributions made by the City and the State.

The allocation of the Fund provided for in this subsection may, as decided by the Board, be carried out through the purchase of insurance company contracts to provide the benefits determined in accordance with this subsection. The Fund may be distributed in one (1) sum to the persons entitled to said benefits or the distribution may be carried out in such other equitable manner as the Board may direct. The Fund may be continued in existence for purposes of subsequent distributions.

~~If, at any time during the first ten (10) years after the effective date of the ordinance originally establishing this System, the System shall be terminated or the full current costs of the System shall not have been met, anything in the System to the contrary notwithstanding, City contributions which may be used for the benefit of any one (1) of the twenty-five (25) highest paid Members on the effective date, whose anticipated annual retirement allowance provided by the City's contributions at Member's normal retirement date would exceed one thousand five hundred dollars (\$1,500), shall not exceed the greater of either a) twenty thousand dollars (\$20,000), or b), an amount computed by multiplying the smaller of ten thousand dollars (\$10,000) or twenty percent (20%) of such Member's average annual earnings during his last five (5) years of service by the number of years of service since the effective date. In the event that it shall hereafter be determined by statute, court decision, ruling by the Commissioner of Internal Revenue, or otherwise, that the provisions of this paragraph are not then necessary to qualify the System under the Code, this paragraph shall be ineffective without the necessity of further amendment of this ordinance.~~

**SECTION 12:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 19, Domestic Relations Orders, Retiree Directed Payments, Exemption from Execution; Non-Assignability, subsection 2, Retiree Directed Payments, to read as follows:

2. Retiree Directed Payments.

The Board may, upon written request by a Retiree or by a dependent, when authorized by a Retiree or the Retiree's Beneficiary, authorize the System to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the City, to pay the certified bargaining agent of the City, to make payments to insurance companies for insurance premiums if permitted by Chapter 175, Florida Statutes, and to make any payments for child support or alimony.

**SECTION 13:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 21, Forfeiture of Pension, subsection 1., to read as follows:

1. Any Member who is convicted of the following offenses committed prior to Retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this System, except for the return of his Accumulated Contributions as of the date of termination. Specified offenses are as follows:

- A. The committing, aiding or abetting of an embezzlement of public funds;
- B. The committing, aiding or abetting of any theft by a public officer or employee from employer;
- C. Bribery in connection with the employment of a public officer or employee;
- D. Any felony specified in Chapter 838, Florida Statutes.
- E. The committing of an impeachable offense.
- F. The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts

or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position.

- G. The committing on or after October 1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

**SECTION 14:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 26, Direct Transfers of Eligible Rollover Distributions; Elimination of Mandatory Distributions, to read as follows:

**SECTION 26. DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS; ELIMINATION OF MANDATORY DISTRIBUTIONS.**

1. Rollover Distributions.

- A. General. This Section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

B. Definitions.

- (1) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income. Any Effective January 1, 2002, any portion of any distribution which would be includible in gross income as after-tax employee contributions will be an eligible rollover distribution if the distribution is made to an individual retirement account described in section 408(a); to an individual retirement annuity described in section 408(b); or to a qualified defined contribution plan described in section 401(a) or 403(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such

distribution which is not so includible; or on or after January 1, 2007, to a qualified defined benefit plan described in Internal Revenue Code Section 401(a) or to an annuity contract described in Internal Revenue Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

- (2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in section 408(a) of the Code; an individual retirement annuity described in section 408(b) of the Code; an annuity plan described in section 403(a) of the Code; effective January 1, 2002, an eligible deferred compensation plan described in section 457(b) of the Code which is maintained by an eligible employer described in section 457(e)(1)(A) of the Code and which agrees to separately account for amounts transferred into such plan from this plan; effective January 1, 2002, an annuity contract described in section 403(b) of the Code; ~~or~~ a qualified trust described in section 401(a) of the Code; or effective January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving Spouse.
- (3) **Distributee:** A distributee includes an employee or former employee. ~~In addition,~~ It also includes the employee's or former employee's surviving Spouse is a distributee with regard to the interest of the Spouse and the employee's or former employee's Spouse or former Spouse. Effective January 1, 2007, it further includes a nonspouse beneficiary who is a designated beneficiary as defined by Internal Revenue Code Section 401(a)(9)(E). However, a nonspouse beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.
- (4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

2. Rollovers or Transfers into the Fund.

On or after January 1, 2002, the System will accept, solely for the purpose of purchasing Credited Service as provided herein, permissible Member requested transfers of funds from other retirement or pension plans, Member rollover cash contributions and/or direct cash rollovers of distributions made on or after January 1, 2002, as follows:

- A. Transfers and Direct Rollovers or Member Rollover Contributions from Other Plans. The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, from an annuity contract described in section 403(b) of the Code or from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The System will also accept legally permissible Member requested transfers of funds from other retirement or pension plans.
  - B. Member Rollover Contributions from IRAs. The System will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over ~~and would otherwise be includible in gross income.~~
3. Elimination of Mandatory Distributions.

Notwithstanding any other provision herein to the contrary, in the event this Plan provides for a mandatory (involuntary) cash distribution from the Plan not otherwise required by law, for an amount in excess of one-thousand dollars (\$1,000.00), such distribution shall be made from the Plan only upon written request of the Member and completion by the Member of a written election on forms designated by the Board, to either receive a cash lump sum or to rollover the lump sum amount.

**SECTION 15:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 28, Deferred Retirement Option Plan, subsection 4.B.(1), to read as follows:

- (1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection 4.G. ~~A Member may, however, elect, in such time and manner as the Board shall prescribe, that his DROP distribution be used to purchase a nonforfeitable fixed annuity payable in such form as the Member may elect.~~ Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

**SECTION 16:** The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 29, Prior Fire Service, subsection 5., to read as follows:

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or special district fire department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 15, subsection ~~8-B~~ 11.B.

**SECTION 17:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Brooksville.

**SECTION 18:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body

with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 19:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 20:** That this Ordinance shall become in full force and effect in accordance with the Charter of the City of Brooksville, Florida. This Ordinance shall become effective upon its adoption.

ADOPTED On First Reading \_\_\_\_\_  
PUBLISHED On \_\_\_\_\_  
ADOPTED On Second Reading \_\_\_\_\_

CITY OF BROOKSVILLE

By \_\_\_\_\_  
JOE BERNARDINI, MAYOR

ATTEST: \_\_\_\_\_  
JANICE PETERS, CMC,  
CITY CLERK

VOTE OF COUNCIL:  
BERNARDINI \_\_\_\_\_  
LEWIS \_\_\_\_\_  
JOHNSTON \_\_\_\_\_  
PUGH \_\_\_\_\_  
BRADBURN \_\_\_\_\_

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

\_\_\_\_\_  
THOMAS HOGAN, CITY ATTORNEY

# FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES

85 Veterans Ave, Brooksville, Fl. 34601  
352-540-3840 Fax- 352-544-5462

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## MEMORANDUM

**TO:** T. JENNENE NORMAN-VACHA, CITY MANAGER  
**FROM:** SUSAN MAE McCRARY, ADM. ASST.   
**VIA:** TIMOTHY A. MOSSGROVE, CHAIRMAN   
**RE:** ACTUARY IMPACT STATEMENT  
**DATE:** JUNE 16, 2009

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Attached is the Actuarial Impact Statement which has been prepared by Foster and Foster in support of the proposed changes in the Pension Ordinance submitted by Scott Christiansen. I am sending a copy of this to Steve Baumgartner for his information.

p.c. Steve Baumgartner  
Scott Christiansen

CITY OF BROOKSVILLE  
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

June 3, 2009  
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following change:

Increase the Member Contribution Rate from 2.91% to 3.14% of Salary effective October 1, 2009.

The cost impact, determined as of October 1, 2008, as applicable to the plan/fiscal year ending September 30, 2010, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution % of Total Annual Payroll	40.84%	40.54%
Expected Member Cont. Applicable State Contribution	2.91% 103,671	3.14% 103,671 *
Balance From City % of Total Annual Payroll	25.04%	24.52%

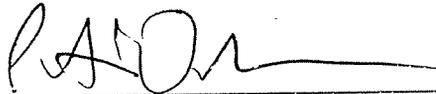
\* The recalculated cost of the 3.1% Benefit Multiplier Rate and the 20 & out Normal Retirement provisions adopted in Ordinance 525-F, after consideration of the original use of the State Monies Reserve and considering the current annual State monies, requires a Member Contribution Rate of 3.14% of Payroll. Because the original total annual cost of the benefit improvement in Ord. 525-F was \$16,541; State Monies may be utilized each year, up to that amount, to help offset the Member Contribution Rate associated with that improvement (that is the amount being utilized in the current year).

CITY OF BROOKSVILLE  
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

June 3, 2009  
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



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Patrick T. Donlan, M.A.A.A.  
Enrolled Actuary #08-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.



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Chairman, Board of Trustees

## Comparative Summary of Principal Valuation Results

	<u>New Benefits</u> <u>10/1/2008</u>	<u>Old Benefits</u> <u>10/1/2008</u>
<b>A. Participant Data</b>		
Number Included		
Actives	23	23
Service Retirees	12	12
DROP Retirees	0	0
Beneficiaries	0	0
Terminated Vested	6	6
Disability Retirees	1	1
Total	42	42
Total Annual Payroll	\$805,384	\$805,384
Payroll Under Assumed Ret. Age	805,384	805,384
Annual Rate of Payments to:		
Service Retirees	258,618	258,618
DROP Retirees	0	0
Beneficiaries	0	0
Terminated Vested	24,711	24,711
Disability Retirees	12,309	12,309
<b>B. Assets</b>		
Actuarial Value	4,330,318	4,330,318
Market Value	3,754,879	3,754,879
<b>C. Liabilities</b>		
Present Value of Benefits		
Active Members		
Retirement Benefits	3,379,167	3,379,167
Disability Benefits	25,148	25,148
Death Benefits	19,377	19,377
Vested Benefits	241,718	241,718
Refund of Contributions	23,700	22,694
Service Retirees	2,984,858	2,984,858
DROP Retirees *	0	0
Beneficiaries	0	0
Terminated Vested	206,065	206,065
Disability Retirees	50,161	50,161
Excess State Monies Reserve	0	39,922
Total	6,930,195	6,969,111

\* Liabilities shown represent present value of future payments. Assets in item B., above, do not include accumulated DROP account balances.

C. Liabilities - (Continued)	New Benefits <u>10/1/2008</u>	Old Benefits <u>10/1/2008</u>
Present Value of Future Salaries	6,273,892	6,273,892
Present Value of Future Member Contributions	197,000	182,570
EAN Normal Cost (Retirement)	178,026	178,026
EAN Normal Cost (Disability)	1,644	1,644
EAN Normal Cost (Death)	1,212	1,212
EAN Normal Cost (Vesting)	15,739	15,739
EAN Normal Cost (Refunds)	1,741	1,665
Total Normal Cost (Entry Age Method)	<u>198,362</u>	<u>198,286</u>
Present Value of Future Normal Costs (Entry Age)	1,483,230	1,482,399
Accrued Liability (Retirement)	2,103,360	2,103,360
Accrued Liability (Disability)	9,956	9,956
Accrued Liability (Death)	8,657	8,657
Accrued Liability (Vesting)	78,897	78,897
Accrued Liability (Refunds)	5,010	4,835
Accrued Liability (Inactives)	3,241,085	3,241,085
Excess State Monies Reserve	0	39,922
Total Actuarial Accrued Liability	<u>5,446,965</u>	<u>5,486,712</u>
Unfunded Actuarial Accrued Liability (UAAL)	1,116,646	1,156,394
 D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives	3,241,085	3,241,085
Actives	1,292,166	1,292,166
Member Contributions	<u>107,013</u>	<u>107,013</u>
Total	4,640,264	4,640,264
Non-vested Accrued Benefits	<u>236,279</u>	<u>236,279</u>
Total Present Value Accrued Benefits	4,876,543	4,876,543
 Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total:	<u>0</u>	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 10/1/2008 <u>9/30/2010</u>	Old Benefits 10/1/2008 <u>9/30/2010</u>
E. Pension Cost		
Normal Cost (with interest) % of Projected Annual Payroll*	25.6	25.6
Administrative Expense (with int.) % of Projected Annual Payroll*	2.3	2.3
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/08) % of Projected Annual Payroll*	12.6	12.9
Total Required Contribution % of Projected Annual Payroll*	40.5	40.8
Expected Member Contributions % of Projected Annual Payroll*	3.1	2.9
Expected City & State Contrib. % of Projected Annual Payroll*	37.4	37.9

\* Contributions developed as of 10/1/08 are expressed as a percentage of projected annual payroll at 10/1/08 of \$805,384.

## ACTUARIAL ASSUMPTIONS AND FUNDING METHODS

### Assumptions

<u>Mortality Rates</u>	1983 GAM Table - Sex Distinct.
<u>Termination Rates</u>	See Tables below (1302).
<u>Disability Rates</u>	See Tables below (1201).
<u>Retirement Age</u>	Earlier of age 55 and the completion of 10 years of service, or the completion of 20 years of service regardless of age, or age 60, regardless of service. Also, any member who has reached Normal Retirement is assumed to continue employment for one additional year.
<u>Early Retirement</u>	Commencing upon a member's eligibility for Early Retirement (Age 50 with 10 years of Credited Service), members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year.
<u>Interest Rate</u>	8% per year, compounded annually, net of investment related expenses.
<u>Salary Increases</u>	6 1/2% per year until retirement age; see Table below. Final salary in year of retirement is increased 20% to account for additional non-regular compensation.
<u>Payroll Increase</u>	Up to 3% per year (3.0% for 10/1/08 val).
<u>Cost of Living Adjustments</u>	3% per year, from age 55 to 65.
<u>Administrative Expenses</u>	\$18,001 annually.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 50</u>
20	6.0%	0.03%	15.1%
30	5.0	0.04	28.4
40	2.6	0.07	53.3
50	0.8	0.18	100.0

### Funding Method

Entry Age Normal Actuarial Cost Method.

SUMMARY OF PLAN PROVISIONS  
(Through 754-A)

<u>Date of Latest Restatement</u>	October 6, 2008
<u>Eligibility</u>	Employees who are classified as full-time and volunteer Firefighters shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Firefighter.
<u>Salary</u>	W-2 Earnings, plus tax deferred, tax sheltered and tax exempt income.
<u>Average Final Compensation</u>	Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	2.91% of Salary effective 10/1/2008.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any. In no event will the City's contribution be less than 5% of the total Salary of the Members, as provided in Part VII of Chapter 112, Florida Statutes.
<u>Normal Retirement</u>	
Date	Earlier of age 60, age 55 and 10 years of Credited Service, or 20 years of Credited Service regardless of age.
Benefit	3.1% of Average Final Compensation times Credited Service
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 and 10 Years of Credited Service.

Benefit	Accrued benefit, reduced 3% per year.
<u>Cost of Living Adjustment</u>	3% increase each January 1 from age 55 through age 65.
<u>Vesting</u>	
Schedule	100% after 10 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.
<u>Disability</u>	
Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred).
Duration	Payable for life, with 120 payments guaranteed, or until recovery (as determined by the Board; options available).
<u>Death Benefits</u>	
Pre-Retirement	
Vested	Monthly accrued benefit payable to designated beneficiary for 10 years.
Non-Vested	Refund of accumulated contributions, without interest.
Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.

Board of Trustees

- a. Two Council appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other 4 and appointed by Council.

Deferred Retirement Option Plan

Eligibility

Satisfaction of Normal Retirement requirements.

Participation

Not to exceed the earlier of 60 months or the completion of 30 years of service with the City as a Firefighter.

Rate of Return

At Member's election: 6.5% or Net Investment Return

Distribution

Cash lump sum (options available) at termination of employment.

8/3/09



**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**VIA:** T. JENNENE NORMAN-VACHA *T. Jennene Norman-Vacha*  
CITY MANAGER

**FROM:** JENNIFER REY *JER*  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY

**CC:** CHIEF TIM MOSSGROVE; CHIEF GEORGE TURNER

**SUBJECT:** PROTECTIVE SERVICES COST RECOVERY ORDINANCE; SB 2282

**DATE:** JULY 27, 2009

**GENERAL SUMMARY:** The City adopted Ordinance No. 766 on October 6, 2008 authorizing implementation of a cost recovery program to include recovery of costs and expenses incurred in providing services by fire personnel, police, emergency medical personnel and certain public works personnel in response to various incidents requiring emergency response. Since adoption and implementation of Ordinance No 766, Senate Bill 2282 which created Fla. Stat. §166.0446 to prohibit fees for first responder services was passed by the legislature. Senate Bill 2282 was signed into law on June 16, 2009 to be effective as of July 1, 2009. The City of Brooksville Emergency Services Cost Recovery Ordinance must be amended to comply with Senate Bill 2282. Attached is Ordinance No. 766B amending Ordinance No. 766 to prohibit fees for first responder services to motor vehicle incidents.

**BUDGET NOTE:** The required amendments restrict the City's ability to recover costs for motor vehicle accidents. The 08 09 Budget did not include revenues or expenditures for the new Fund 127 (Cost Recovery) due to the passing of the Ordinance No. 766 after the 08 09 Budget was approved. As of June 30, 2009 the City has recorded \$2,338.92 in revenues in the Cost Recovery Fund. There are no expenditures as of June 30, 2009.

*JER* **LEGAL NOTE:** The City Attorney has reviewed Senate Bill 2282 and recommends the changes as noted in the attached. The proposed Ordinance has been reviewed by the City Attorney and it is found to be in legal form.

**STAFF RECOMMENDATION:** Staff recommends approval of the proposed Ordinance 766B containing amendments necessary to comply with Senate Bill 2282.

**ORDINANCE No.766B**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE AMENDING ORDINANCE 766; RESTRICTING REIMBURSEMENT OF COSTS FOR FIRST RESPONDERS TO MOTOR VEHICLE ACCIDENTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Brooksville provides various emergency services, including fire suppression, emergency and rescue services and police response, to the citizens of the City of Brooksville; and

**WHEREAS**, the City also provides various emergency services, including fire suppression, emergency and rescue services and police response, to non-residents of the City in and around the City of Brooksville; and

**WHEREAS**, the City is equipped with and utilizes certain apparatus, emergency tools, equipment, and materials as a means of saving lives and property; and

**WHEREAS**, the City wishes to maintain its level of service to the citizens of the City of Brooksville; and

**WHEREAS**, due to increases in maintenance and replacement costs for tools, equipment, and materials, along with personnel costs associated with emergency service responses, it is necessary for the City to provide a means for recovering certain costs associated with emergency service response; and

**WHEREAS**, the City finds that, although property taxes generally provide funding to establish and maintain the City's capacity to respond to emergencies, charging fees for certain emergency service calls and responses are a legitimate and reasonable means of spreading the actual cost of emergency service responses to the beneficiary of the service; and

**WHEREAS**, the City Council deems a cost recovery plan is in the best interests of the City of Brooksville through which beneficiaries of emergency services are required to pay a fair and reasonable share of the cost of loss and wear and tear to apparatus, tools, equipment, and materials used, so that a safe and appropriate level of service can be maintained and made available to the City; and

**WHEREAS**, the persons or entities requiring emergency services in the City of Brooksville have insurance coverage that will reimburse the costs associated with the use, loss, damage and wear and tear to said tools, equipment, and materials incurred in connection with the act of rendering emergency services to said persons or entities; and

**WHEREAS**, the City of Brooksville is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances to address the health, safety and welfare of the citizens within its corporate limits; and

**WHEREAS**, the City adopted Ordinance No. 766 on October 6, 2008 authorizing reimbursement of costs and to establish regulations to implement fees for calls or responses by emergency services to include police, fire, and emergency medical services; and

**WHEREAS**, Senate Bill 2282 created Fla. Stat. §166.0446 to prohibit fees for first responder services; and

**WHEREAS**, Senate Bill 2282 was signed into law on June 16, 2009 to be effective July 1, 2009.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL MEMBERS OF THE CITY OF BROOKSVILLE, FLORIDA THAT:**

**SECTION 1. PURPOSE AND TITLE.**

(a) The foregoing recitals (Whereas clauses) are hereby adopted as the legislative findings of the City Council of the City of Brooksville and incorporated into this Ordinance as if set forth in *haec verba*.

(b) The purpose of this Ordinance is to establish regulations to implement fees for calls or responses by emergency services to include police, fire, and emergency medical services. This part shall be known and may be cited as the “City of Brooksville Emergency Services Cost Recovery Ordinance.”

**SECTION 2. DEFINITIONS.**

(a) *Fire Department Emergency Response* means the deployment by the City of Brooksville of any fire equipment and/or personnel from a central or remote location to a specific location within the City of Brooksville, where the equipment and/or personnel provide protection or other emergency response services.

(b) *Emergency Medical Service Response* means the deployment by the City of Brooksville of any emergency medical equipment and/or personnel from a central or remote location to a specific location within the City of Brooksville, where the equipment and/or personnel provide protection or other emergency response services.

(c) *Hazardous Materials Incident* means an incident involving hazardous materials as defined in the International Fire Code and Florida Statute, as they may be amended from time to time.

(d) *Police Response* means the deployment by the City of Brooksville of any police equipment and/or personnel from a central or remote location to a specific location within the City of Brooksville, where the equipment and/or personnel provide protection or other emergency response services.

(e) *Emergency Services* means the services provided by the City of Brooksville fire department, police department or emergency medical services as defined in Fire Department Emergency Response, Police Response, and Emergency Medical Services Response

(f) *Emergency Services Charges and Fees* means those charges and fees as set out and identified in the Emergency Services Cost Recovery Schedule.

(g) *Emergency Services Cost Recovery Schedule* means a schedule of charges and fees for certain fire, emergency medical services (EMS) and police services provided in response to particular incidents.

(h) *Structure Fire* means any fire in, on or about a commercial or residential structure, which threatens to or actually damages or destroys the structure.

(i) *Vehicle Incident* means any incident involving a motor vehicle which threatens to or actually damages or destroys the motor vehicle; or threatens to or actually injures passengers in a motor vehicle.

(j) *First Responder* means a law enforcement officer as defined in Fla. Stat. §943.10, a firefighter as defined in Fla. Stat. §663.30, or an emergency medical technician or paramedic as defined in Fla. Stat. §401.23, including volunteer personnel, who are employed by the state or local government.

### **SECTION 3. AUTHORIZATION.**

The City is hereby authorized to implement charges and fees for emergency service calls or responses, including police, fire, emergency medical service (EMS) and certain public works responses, provided within the City. These charges and fees may be established at usual, customary and reasonable rates for certain and specific types of incidents or equipment, apparatus, or materials used, or for actual costs incurred by the responding emergency service department. The City may amend such charges and fees from time to time with the Council's approval. The City is authorized to promulgate such rules or regulations as are necessary and reasonable to carry out the provisions of this Ordinance.

### **SECTION 4. LIABILITY FOR EMERGENCY EMERGENCY SERVICE COSTS.**

The City shall have the authority to bill both private persons and entities, including insurance companies that provide insurance coverage to said private persons and entities, for the reasonable costs that are related to the use, loss, damage, and wear and tear to said apparatus, tools, equipment, and materials necessary to provide the fire services and 911 response rendered to said persons and entities, subject to the conditions and limitations of this ordinance.

(a) In the event that there is an emergency response by the fire department, the police department or by the EMS department for (i) a fire; ~~(ii) a vehicle incident;~~ ~~(iii)~~(ii) a medical emergency incident and/or (iv) ~~(iii)~~ a hazardous materials incident, and the owner of the effected property or other insured party has insurance coverage for the payment of such fees under an insurance policy, said owner or other party shall pay to the City a fee not to exceed the actual cost of the response.

(b) Under no circumstance will either the City or its authorized agent bill federal entitlement programs such as Medicare and Medicaid which do not provide coverage for such incidents.

(c) **Residential Property Incidents.** A notice outlining Emergency Services Charges and Fees shall be sent to the residential property owner indicating that a claim shall be filed. An additional notice shall be sent to the residential property owner indicating whether or not the claim shall be paid by the insurance carrier.

(d) **Commercial Property Incidents.** Commercially operated or zoned property shall not be eligible for any exemption from the Emergency Services Charges and Fees. Commercial property owners shall respond freely and cooperatively to inquiries regarding their insurance coverage. Commercial property owners shall be notified at the time a claim is filed, and at the time a claim is paid. Commercial property owners shall be invoiced directly under the terms of this Ordinance if they do not carry insurance sufficient to cover the impact to the City of Brooksville's loss of capital or material.

~~(e) **Non-commercial Motor Vehicle Incidents.** A notice outlining Emergency Services Charges and Fees shall be sent to the motor vehicle owner indicating a claim shall be filed. An additional notice shall be sent to the motor vehicle owner indicating whether or not the claim shall be paid. These notices are provided to inform the owner of the process the City is taking to recover Emergency Services Charges and Fees for providing a response to an incident. Motor vehicle owners who are residents of the City of Brooksville, who possess a valid Florida driver's license evidencing City of Brooksville residency, and who maintain motor vehicle insurance coverage as is required by law, are hereby exempt from any out-of-pocket costs relative to the Emergency Services Charges and Fees for emergency services rendered.~~

~~(f) **Commercial or Commercial Carrier Motor Vehicle Incidents.** Commercially operated or owned motor vehicles shall not be eligible for any exemption from the Emergency Services Charges and Fees. Commercial or commercial carrier motor vehicle owners shall respond freely and cooperatively to inquiries regarding their insurance coverage. Commercial property owners shall be notified at the time a claim is filed, and at the time a claim is paid. Commercial property owners shall be invoiced directly under the terms of this Ordinance if they do not carry insurance sufficient to cover the impact to the City of Brooksville's loss of capital or material.~~

~~(g)~~**(e) Chemical or Hazardous Materials Response Fees.** The costs incurred by the City of Brooksville Fire, Police, EMS and Public Works departments for emergency response to a chemical hazardous materials spill or leak will be billed for actual operational costs including but not limited to equipment, supplies and manpower; except that, with respect to motor vehicle incidents, only those costs to contain or clean up hazardous materials in quantities reportable to the Florida State Warning Point at the Division of Emergency Management will be billed.

~~(h)~~**(f) Multiple Property Protection.** When a particular emergency service rendered by the City directly benefits more than one person or property, the owner of the property so benefited and each person so benefited where property protection is not involved shall be liable for the payment of the full Emergency Services Charge or Fee. The interpretation and application of these provisions are delegated to the City Manager subject only to appeal, within the time limits for payment, to the City Council and shall be administered so that charges shall only be collected from the recipients of the service.

## **SECTION 5. EMERGENCY SERVICES COST RECOVERY SCHEDULE.**

Charges and fees for certain emergency services shall be set forth in the City of Brooksville Emergency Services Cost Recovery Schedule. This Schedule is developed, using national standards and generally accepted methods, by the appropriate departments, submitted to the City Manager and provided to the City Council for review, discussion and approval. Upon resolution by the City Council, the Emergency Services Cost Recovery Schedule will be published to the public.

## **SECTION 6. INVOICING AND COLLECTION.**

The City, or its authorized agent, subject to the conditions and limitations of this ordinance, shall submit an invoice to the person, entity or relevant insurance company for applicable Emergency Services Charges and Fees for the emergency services rendered.

(a) If it can be reliably determined that there is no insurance coverage for a particular emergency incident which causes the City of Brooksville to use, or incur loss, damage, and wear and tear to apparatus, tools, equipment, and materials; the City may recover any such fees from the person or entity that received said emergency services or the person or entity responsible for the debts and obligations of the person or entity that received such emergency services, again subject to the conditions and limitations provided herein.

(b) **Third Party Billing Service.** The City is authorized, if it so deems necessary, to undertake the engagement of a third-party billing and revenue recovery contract with a professional services company, referred to herein as an "authorized agent," qualified to bill and recover the charges and fees and with an established valid reputation in recovering such charges. The appropriate emergency service department administration shall utilize applicable incident report information provided to the authorized agent as the basis for the charge and recovery of the Emergency Services Charges and Fees for each incident where the City authorizes such billing.

(c) **Time for Payment.** In each case, the Emergency Services Charges and Fees provided for in this Ordinance shall be billed by the City of Brooksville, or its authorized agent, within thirty (30) days of the date service is rendered and paid in full to the City of Brooksville no later than sixty (60) days of the date the invoiced is issued.

(d) **Delinquency of Payment.** If not paid within that period, then such fee shall be deemed delinquent. If full payment of a Emergency Services Charge or Fee is not made within the provisions of subsection (c) Time for Payment, the delinquent fee shall become a lien on such real estate or vehicle to which the emergency service call was made as of the date of such delinquency and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property. All proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such delinquent Emergency Services Charges and Fees.

## **SECTION 7. EXEMPTIONS AND FEE WAIVER.**

Except as otherwise provided herein, Emergency Services Charges and Fees will not be assessed for costs or expenses incurred for services provided by a first responder in response to motor vehicle accidents. Emergency Services Charges and Fees will not be assessed for responses to City property, or for services provided or performed outside the jurisdiction of the City under a mutual aid contract with another municipality. The City Manager, depending upon circumstances,

maintains the authority to waive charges or fees if unusual or unforeseen circumstances are found to exist or if a hardship is determined. An unforeseen circumstance could include but not be limited to a lightning strike, power failure or surge, arson, etc.

#### **SECTION 8. DISPUTE RESOLUTION AND HARDSHIP CLAIMS.**

(a) **Billing or Invoicing Disputes.** Invoicing for charges and fees shall become final after 30 days from issuance. An owner may dispute the charges and fees as invoiced by submitting a written request to the City within thirty (30) days of issuance of the invoice. The request to review charges and fees will be reviewed by the appropriate department (e.g., if disputing a fire service fee, it is to be reviewed by the Fire Chief; if disputing a EMS fee, it is to be reviewed by the Fire Chief; if disputing a police fee, it is to be reviewed by the Police Chief). Decisions of the department director concerning billing adjustments shall be completed within 30 days of receipt of the request for review unless unusual or unforeseen circumstances exist. The appropriate department director has the authority to amend the billing with the approval of the City Manager. The City Manager's decision to either grant or deny billing adjustments is final.

(b) **Hardship Claims.** An owner may request a waiver of charges and fees where paying such charges and fees would be a hardship. Such hardship claims must be submitted in writing to the City Manager within thirty (30) days of issuance of the invoice. Decisions of the City Manager concerning the granting of a hardship waiver shall be completed within 30 days of receipt of the request for review unless unusual or unforeseen circumstances exist. The City Manager's decision to either grant or deny the hardship waiver is final.

#### **SECTION 9. PENALTY.**

A penalty of ten percent (10%) of the Emergency Services Charges and Fees applicable to each incident shall be added for the failure to pay the installment within the timeframes established in this Ordinance. Such delinquent fees and penalties may be, at the discretion of the City Council, recovered through civil action filed in the courts of this State and County. In such case the City Council is authorized to recover its court costs and fees, if any, including attorney's fees. The City shall have any and all other remedies afforded by the Florida Statutes.

#### **SECTION 10. USE OF REVENUE COLLECTED.**

Charges and fees collected, under the provisions of this Ordinance, shall be deposited in a separate fund established for cost recovery revenue and shall be used to defray the costs of continuance, maintenance, enhancement or improvement of emergency services within the City. Such funds shall be allocated, during the budget process, to departments providing emergency service response, including police, fire, EMS, and other departments responding to cost recovery incidents.

#### **SECTION 11. ANNUAL REPORTING.**

Each year this Ordinance is in effect, the appropriate department director for the various emergency services shall prepare a summary report of the Emergency Services Charges and Fees collected as per this Ordinance and shall submit it to the City Manager. The City Manager shall forward the report to the City Council.

**SECTION 12. NON EXCLUSIVE FUNDING.**

The Emergency Services Charges and Fees shall not be exclusive of any other funding mechanisms that may be used by the City to fund the cost and expenses of providing emergency services, but shall only be supplemental thereof. Funding may additionally be collected by the City through general taxation or by a special assessment established under other ordinances. General fund appropriations may also be made to cover such additional cost and expenses.

**SECTION 13. SEVERABILITY.**

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

**SECTION 14. CONFLICTS AND REPEALER.**

All ordinances or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 15. AMENDMENT TO CODE.**

This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 34 and 46 of the City of Brooksville Code of Ordinances as directed herein.

**SECTION 16. CODIFICATION.**

It is the intention of the City Council of the City of Brooksville that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Brooksville, Florida and the word "ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of the ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 13, 14, 15, and 16 shall not be codified. The Code codifier is granted liberally authority to codify the provisions of this Ordinance.

**SECTION 17. EFFECTIVE DATE.**

This Ordinance shall be effective immediately upon its adoption by the Brooksville City Council.

**PASSED** on **FIRST READING** this \_\_\_\_\_ day of August, 2009.

**NOTICE** Published on \_\_\_\_\_.

**ADOPTED** on the **SECOND READING AFTER DUE PUBLIC NOTICE AND HEARING, CITY OF BROOKSVILLE** this \_\_\_\_\_ day of August, 2009.

CITY OF BROOKSVILLE, FLORIDA

Attest:

By:

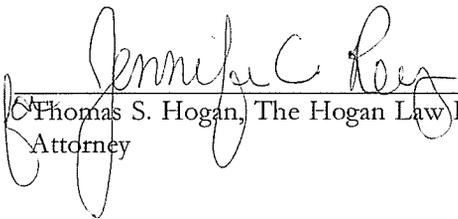
\_\_\_\_\_  
Janice Peters, City Clerk, CMC

\_\_\_\_\_  
Joe Bernardini, Mayor

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

VOTE OF COUNCIL:

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Johnston \_\_\_\_\_  
Lewis \_\_\_\_\_  
Pugh \_\_\_\_\_

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

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**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: 7/21/09  
Re: WASTE DISPOSAL AGREEMENT WITH SUMTER CO.

As we know the Hernando Co. Landfill is operating under a tight schedule to construct a new cell for garbage before they use up the capacity in their currently operational cell. It is possible that they may have to cease accepting garbage before the new cell is permitted and it is only prudent that we have an alternate plan in place. This is what the subject agreement is all about; it is only intended to be a backup plan if the worst case scenario actually occurs.

Sumter County operates a transfer station that will accept our garbage at their current tipping rate of \$49.50 per ton, but which they have essentially guaranteed us will be increasing to at least \$55/ton. Their site is 29 miles from Brooksville and will add approximately one hour of round trip driving time (two hours total time). At present, we pay \$54.50 per ton to dump our commercial garbage at the Hernando County Landfill which is 12 miles north of the city with an approximate driving time of one hr. per round trip.

Since we are bound to Hernando County via the County Solid Waste Disposal Ordinance we would not start hauling garbage to Sumter County unless requested to do so by Hernando County. Since our citizens pay for the tipping fee for residential garbage through their property tax assessment, hauling that garbage to Sumter County is somewhat more financially complicated than for the commercial/dumpster garbage. With the dumpster garbage we are treated just like any other private hauler and pay a tipping fee for each ton. It is most likely that we would only haul the dumpster garbage to Sumter Co., and that would be two trucks per day or about 20 tons per day.

**Financial Impact**

Unknown at this time but adequate Funds have been budgeted in relevant Sanitation accounts to cover additional fuel and disposal costs should we have to start hauling waste to Sumter County.

**Legal Impact**

The City Attorney has reviewed this document.

**Staff Recommendation**

Based on the above, staff recommends that City Council authorize the Mayor to sign the attached agreement.

**INTERLOCAL AGREEMENT  
BETWEEN SUMTER COUNTY AND CITY OF BROOKSVILLE FOR  
SOLID WASTE DISPOSAL**

**THIS AGREEMENT** is made and entered into by and between SUMTER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "SUMTER," and CITY OF BROOKSVILLE, a municipal corporation of the State of Florida, acting by and through its City Council, hereinafter called "BROOKSVILLE."

**W I T N E S S E T H:**

**WHEREAS**, BROOKSVILLE has waste that it wishes to dispose of in SUMTER'S disposal system; and

**WHEREAS**, SUMTER has additional disposal capacity in its integrated solid waste management system for a limited period of time to accept and dispose of additional processable waste from BROOKSVILLE; and

**WHEREAS**, BROOKSVILLE and SUMTER, pursuant to Section 163.01, Florida Statutes, wish to enter into this Interlocal Agreement to provide for a reliable source of solid waste disposal for BROOKSVILLE'S waste and to absorb some of the capacity in SUMTER'S Solid Waste Disposal System in order to promote its economic viability; and

**WHEREAS**, through this cooperative agreement, BROOKSVILLE and SUMTER wish to initiate a successful and environmentally sound Solid Waste Disposal System for the benefit of BROOKSVILLE residents as well as those in SUMTER.

**NOW, THEREFORE**, in consideration of the foregoing premises, which shall be deemed an integral part of this Interlocal Agreement, and of the mutual covenants and conditions hereinafter set forth, BROOKSVILLE and SUMTER, intending to be legally bound, hereby agree as follows:

**SECTION I. PURPOSES.** The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement. Based thereon, it is the purpose and intent of this Agreement to define the terms and conditions of SUMTER'S provision of solid waste disposal services to BROOKSVILLE and the terms and conditions under which BROOKSVILLE shall participate in said program. This Agreement is intended to provide to SUMTER control over the flow of, and entitlement to, an agreed upon daily average of processable waste generated within BROOKSVILLE in order that the same may be directed to SUMTER'S Solid Waste Disposal Facility. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth above.

**SECTION II. AUTHORITY FOR AGREEMENT.** This Agreement is entered into pursuant to the authority set forth in Chapter 87-441, Laws of Florida, Section 163.01, Florida Statutes, as amended, and Chapter 403 Part IV, Florida Statutes. Brooksville warrants and represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of Brooksville, this Agreement has been executed and delivered by an authorized officer of Brooksville, and this Agreement constitutes the legal, valid and binding obligation of Brooksville enforceable against it in accordance with its terms (except as

enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought). Sumter warrants and represents to Brooksville that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of Sumter County, this Agreement has been executed and delivered by an authorized officer of Sumter County, and this Agreement constitutes the legal, valid and binding obligation of Sumter County enforceable against it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

**SECTION III. DEFINITIONS.** Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as follows:

- A. Brooksville – shall mean City of Brooksville, Florida, a municipal corporation of the State of Florida.
- B. Sumter – means Sumter County, Florida, a political subdivision of the State of Florida. The term “County”, standing alone, shall also mean Sumter County.
- C. Governing Body of Brooksville – means the City Council of the City of Brooksville.
- D. Governing Body of Sumter– means the Board of County Commissioners of Sumter County.
- E. Hazardous Waste – means a waste material, or a combination of waste materials, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term “hazardous waste” includes, but is not limited to, volatile, chemical, biological, explosive, flammable, radioactive, and toxic materials. “Hazardous Waste” shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to i. chapter 62-730 F.A.C. ii. Any other Federal, State, Sumter County or local codes, statutes or laws; and iii. Any regulations, orders or other actions promulgate or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered “Hazardous Waste” unless a contrary determination has been made or is made by any other governmental agency or unit having appropriate jurisdiction.
- F. Non-processable Waste – means ashes, foundry sand, cesspool and other human waste, human remains and animal carcasses, tree trunk sections, branches and stumps, matter or material longer than six feet, motor vehicles (including major parts such as transmissions, rear ends, springs, and fenders), agriculture machinery and equipment, marine vessels and their major parts, any other large machinery or equipment, liquid waste, any matter or material of which in the Solid Waste Disposal System is prohibited

by any law, ordinance, rule, or regulation of any government or public agency having jurisdiction over the project and its operations, ordinance materials, Hazardous Waste and Special Waste.

- G. Solid Waste – shall have the same meaning as defined in Chapter 21, Sumter County Code.
- H. Solid Waste Disposal System – means any and all facilities used and useful by the County in collection, transportation, and disposal of solid waste, including, but not limited to, volume reduction plants, sanitary landfills or other disposal means, resource recovery facilities, including transfer stations to the extent the transfer stations are provided or operated to carry out the provisions of proper disposal.
- I. Special Wastes – means any wastes that require extraordinary management and includes, but is not limited to: abandoned automobiles; inoperative and discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances; used tires; waste oil; sludges; dead animals; septic tank pumpings; and infectious wastes.
- J. Transfer Station – means a facility where solid waste is placed before being transferred to a solid waste processing or disposal facility.

#### **SECTION IV. COUNTY'S OBLIGATION TO PROVIDE DISPOSAL.**

- A. Disposal Obligation – During the term of this Agreement, Sumter shall provide processable waste disposal services to Brooksville at a rate amount available and determined on a daily basis for a monthly average by the Sumter's Solid Waste Manager. Such disposal services shall consist of Sumter accepting the waste from Brooksville for disposal in Sumter's Solid Waste Facility in the same manner and qualities as is accepted and processed from within Sumter, in an amount not to exceed forty (40) tons per day (also referred to herein as the "agreed upon daily tonnage" or the "agreed upon daily waste tonnage). Upon delivery of such waste the County shall be fully responsible for the control and ultimate disposition of the same.
- B. Status of Brooksville Collectors – Sumter agrees, subject to the tonnage limitations, that licensed collectors from Brooksville which are authorized by Brooksville to utilize Sumter County's Solid Waste Facility shall be entitled to access to the facility equal to access provided by the County to its own licensed collectors upon entering into all agreements with Sumter required by the Sumter County Code.
- C. Authorized Disposal – Sumter agrees that Brooksville shall not be charged for disposal under the terms of this Agreement for collectors or persons which have not been authorized by Brooksville to utilize the County's Solid Waste Facility. Any such unauthorized collector or person disposing of solid waste from Brooksville shall be charged by the County directly to the collector for the applicable tipping fee in the event the County elects to accept such waste.
- D. Monthly Reports – Sumter agrees to provide Brooksville with monthly reports indicating the amount of waste received from Brooksville under the terms of this Agreement.

Further, in the event that SUMTER maintains records of tonnage per vehicle or collector in the normal course of business, Sumter shall also provide this information to Brooksville as such information relates to those collectors authorized by Brooksville to utilize the Facility.

- E. Hours of Operation – Sumter agrees that its Solid Waste Disposal Facility shall be available to accept disposal of waste from Brooksville for not less than forty (40) hours per week, excluding weeks with legal holidays.

## **SECTION V: BROOKSVILLE'S OBLIGATIONS**

- A. Service Fee – Brooksville agrees to pay Sumter a service charge on a per tonnage basis at a rate as established by the County's Governing Body from time to time in accordance with its rate ordinance, resolution or bond covenants and Sumter agrees that said rate or rates shall be equivalent to the rate charged for users of the Solid Waste Disposal System which are located in Sumter. Such monthly fee shall be based upon the actual number of tons delivered during the month times the unit cost.
- B. Source of Payments by Brooksville – The obligation of Brooksville to pay any monies due under this Agreement does not constitute a general indebtedness of Brooksville within the meaning of any statutory or constitutional provision limiting the amount and nature of indebtedness that may be incurred by Brooksville. The obligations and liabilities of Brooksville under this Agreement are payable solely from operating and maintenance accounts or funds from Brooksville's solid waste collection and disposal operations.
- C. Irrevocable Commitment to Pay – Brooksville shall pay the monthly billings submitted by Sumter throughout the term of this Agreement and said payment shall be without notice or demand and without set-off, counterclaim, suspension or deduction. Brooksville shall fix, revise, maintain and collect such fees, rates, rental or other charges for the use of its solid waste collection and disposal services as shall be necessary to fund the timely payment of Hernando's respective obligations and liabilities under this Agreement. Brooksville shall maintain its solid waste collection and disposal operations and maintenance accounts throughout the term of this Agreement for purposes of paying its obligations and liabilities hereunder.
- D. Collector Identification – As of the date of this Agreement, Brooksville has no authorized collectors, other than Brooksville itself, for solid waste collection and disposal within the municipal boundaries; however, if Brooksville should ever authorize a licensed collector then Brooksville shall provide Sumter with specific information identifying the licensed collectors within Brooksville authorized to utilize the Sumter's Solid Waste Facility under the terms of this Agreement. Such identification shall include, but not be limited to, the collector's name, permit number, vehicle types and registration numbers, and such other information useful in the identification of authorized collectors.
- E. Collector Responsibilities – Brooksville agrees that its licensed collectors utilizing Sumter's Solid Waste Disposal Facility shall be responsible for the proper removal, transport and disposal of any non-processable waste, hazardous waste or special waste

delivered to the County's Solid Waste Disposal Facility. Said collectors shall also be responsible for compliance with any applicable federal, state or local laws, including Sumter County ordinances, governing the transportation and disposal of solid waste.

**SECTION VI: COLLECTION OF SOLID WASTE.** Brooksville and Sumter agree that Brooksville shall be solely responsible for the collection of solid waste within Brooksville and Brooksville covenants to ensure that collection services are made available within its boundaries. Furthermore, Brooksville agrees that it will take all necessary steps to require the collection services permitted or licensed by Brooksville to deliver the agreed upon daily tonnage of waste generated within Brooksville to the Solid Waste Disposal Facility at such location and during such times as Sumter shall direct from time to time. Brooksville will cooperate in every possible way with the Sumter to coordinate the flow of waste into the Solid Waste Disposal Facility so that the same shall not exceed the daily agreed upon waste tonnage. It is affirmatively understood that Sumter is not obligated at any time to accept more than the agreed upon daily tonnage from Brooksville. Furthermore, it is understood that Sumter shall only be obligated to accept such Solid Waste from licensed collectors within Brooksville, subject to those contractors entering into Agreements with Sumter as required by law, and that Sumter shall not be obligated to accept waste under terms of this Agreement from individual residents or other persons within the City of Brooksville.

**SECTION VII: TERM OF AGREEMENT.** This Agreement shall have a term of one (1) year, which shall automatically renew for succeeding one year periods, unless terminated by either party via the provision of sixty (60) calendar days written notice prior to the expiration of that term year. Notice shall be provided as set forth in the notice provisions contained in Section XII of this agreement.. Brooksville's obligation to deliver and pay for the agreed upon delivered daily waste tonnage and Sumter's obligation to accept such waste under the terms of this Agreement shall commence upon the mutual agreement of both parties. This agreement is not a put or pay type of agreement.

**SECTION VIII: COVENANT OF FURTHER ASSURANCES.** Brooksville and Sumter agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

**SECTION IX: PRIOR AGREEMENTS.** This Agreement shall supersede any or all other agreements between Brooksville and Sumter, if any, to the extent that the terms and provisions of any such agreement conflict with the terms and provisions of this Agreement.

**SECTION X: ASSIGNMENT.** No assignment, delegation, transfer, of this Agreement or part hereof, shall be made, unless approved by both Brooksville and Sumter.

**SECTION XI: NOTICE.** Any notices or other rights permitted or required to be delivered pursuant to this Agreement, shall be delivered to Sumter, at the Office of the Sumter County Administrator and to Brooksville, at the Office of the City Manager.

**SECTION XII: AMENDMENT.** This Agreement may only be amended by writing duly executed by Brooksville and Sumter.

**SECTION XIII: FORCE MAJEURE.** In the event Sumter's or Brooksville's performance of this Agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, or an order, judgment or injunction of any court, or state or deferral administrative agency exercising jurisdiction over the subject matter of this Agreement, or a federal or state statute, or the incorporation of previously unincorporated areas within Brooksville, that the parties shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 (date of last party's execution).

(SEAL)

**BOARD OF COUNTY COMMISSIONERS  
OF SUMTER COUNTY, FLORIDA**

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
GARRY BREEDEN, CHAIRMAN

Approved as to legal form for the  
reliance of Sumter County.

\_\_\_\_\_  
COUNTY ATTORNEY

(SEAL)

**CITY COUNCIL OF THE CITY OF  
BROOKSVILLE, FLORIDA**

ATTEST:

\_\_\_\_\_  
JANICE L. PETERS, CITY CLERK

\_\_\_\_\_  
JOE BERNARDINI, MAYOR

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

\_\_\_\_\_  
THOMAS S. HOGAN, JR., CITY ATTORNEY

**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:** PERSONNEL POLICIES AND PROCEDURES: SAFETY AND ACCIDENT AND WORKPLACE VIOLENCE PREVENTION

**DATE:** JULY 20, 2009

**GENERAL SUMMARY:** Staff has initiated a comprehensive review of the City's existing personnel policy manual. As a result, a variety of personnel policies will be researched, revised and updated over the course of the coming year. These proposed polices, if approved, shall apply to all employees except those employees in collective bargaining units unless the union waives its right to bargain on these policies, the union has approved these policies, or as provided in a collective bargaining agreement. The following policies are proposed for Council's approval:

- **Section 1.10 Safety and Accident Reporting.** The proposed policy replaces Sections 1.10 Safety Rules and Regulations and Section 3.08 Light Duty Assignments. It sets forth issues regarding safety procedures, accident reporting, and return-to-duty provisions.
- **Section 1.10(A) Workplace Violence Prevention.** The proposed policy is a new policy and it provides for procedures to address workplace violence prevention.

**BUDGET IMPACT:** There is no budget impact as a result of the adoption of the proposed policies.

**LEGAL REVIEW:** Council has the legal authority to set policy for operations and management of its employees. With respect to collective bargaining units, in the absence of a negotiated collective bargaining agreement, the proposed policies will not apply to members of the collective bargaining units until such time as the policies are approved by the union, the union waives its right to bargain on the policy, or until a collective bargaining agreement is in place.

**STAFF RECOMMENDATION:** Staff recommends approval and adoption of the personnel policies as proposed. Said policies shall be effective upon adoption, except with respect to collective bargaining units.

**ATTACHMENTS:** Section 1.10 Safety and Accident Reporting  
Section 1.10 (A) Workplace Violence

SECTION 1.10  
SAFETY & ACCIDENT  
REPORTING

Chapter I Section 1.10

**SAFETY AND ACCIDENT REPORTING**

(Replaces Chapter 1 Section 1.10 Safety Rules and Regulations and Chapter III Section 3.08 Light Duty Assignments)

I. POLICY

The City expects all Employees to continuously monitor working conditions and equipment, and to observe all safety requirements including all department policies and operating procedures, as from time to time amended.

II. PROCEDURE

A. Employees will observe all state and local building, fire and safety rules and regulations and other policies established by the City.

B. Employees are accountable for properly using safety equipment, exercising reasonable judgment to avoid accidents, and using equipment safely.

C. Employees shall immediately report any unsafe condition or circumstances to their Department Director, or designee.

D. The City may provide certain required safety equipment. These items issued to Employees must be worn by at all times during working hours, or as otherwise directed by the Department Director, or designee.

E. Accident/Injury Reporting.

1. Job related accidents, injuries and illnesses, regardless of severity, must be reported immediately or as soon as practicable thereafter.

a. If emergency medical attention is required:

i. Any available Employee should call 911 and provide assistance and take emergency measures prior to the arrival of emergency personnel.

ii. Any available Employee should notify the Department Director, or designee, about the incident.

iii. The Department Director, or designee, will arrange for the Employee's emergency contact to be notified.

iv. Following emergency medical attention, the provisions of 1.b are followed.

b. If medical attention is not needed:

- i. The Employee must report the work-related accident/injury/illness to his or her Department Director, or designee, immediately for evaluation and appropriate documentation.
- ii. The Department Director, or designee, in conjunction with the Employee completes the required workers' compensation forms.

2. Following a reportable work-related accident or injury, an Employee shall submit to a post-accident/injury drug test in accordance with the City's Drug Free Workplace policy.

F. Post-Treatment. An Employee who has sought medical treatment for a work-related injury is required to immediately report to his or her Department Director, or designee, the Employee's return-to-work status. The Employee shall notify Human Resources of any follow-up appointments with the treating physician.

G. Return-to-Duty.

1. The Employee shall provide a release from the treating physician authorizing the Employee to return-to-work that outlines/provides either "no limitations" or specifically outlines any/all limitations for the Employee as required in their current City position.

a. If the Employee is released to return to full-duty, the Employee shall immediately report to the Department Director to schedule the Employee's return-to-duty which may include reporting for the remainder of the current work shift or the next regularly scheduled work shift.

b. If the Employee is prescribed no duty for a period of time, the Employee is required to provide written notice to Human Resources from the treating physician identifying the time frame that no duty is prescribed.

c. If the Employee is prescribed restricted or light duty, the Employee is required to provide written notice to Human Resources from the treating physician identifying the specific nature of the restriction or light duty status including any hour restrictions, lifting restrictions or other limitations.

i. Employees authorized to return-to-work on a restricted or light duty basis may be assigned light duty in any

Department in which work is available regardless of which Department the Employee customarily works.

- ii. The City reserves the right to determine the appropriateness of light-duty assignments offered to Employees who are returned-to-work with light duty or other restrictions.

SECTION 1.10(A)  
WORKPLACE VIOLENCE  
PREVENTION

Chapter I Section 1.10(A)  
**WORKPLACE VIOLENCE PREVENTION**  
(New Policy)

I. POLICY

The City desires to maintain a safe work environment free from violence and, therefore, maintains guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

II. PROCEDURES

- A. Employees are to be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.
- B. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the City without proper authorization by the City.
- C. Conduct that threatens, intimidates, or coerces another Employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's gender, race, age, or any characteristic protected by federal, state, or local law.
- D. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Department Director, or designee. This includes threats by Employees, as well as threats by vendors, solicitors, or other members of the public. When reporting a threat of violence, the Employee should be as specific and detailed as possible.
- E. All suspicious individuals or activities should be reported as soon as possible to the Department Director, or designee.
- F. The City will investigate reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the Employee making a report will be protected to the extent possible. In order to maintain workplace safety and the integrity of its investigation, the City may place Employees on Administrative Leave.
- G. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to disciplinary action up to and including termination of employment.
- H. The City encourages Employees to bring their disputes or differences with other Employees to the attention of their Department Director, or designee, before the situation escalates into potential for violence.

# CORRESPONDENCE-TO-NOTE

## REGULAR COUNCIL MEETING – August 3, 2009

1.     **TYPE:**                     Email  
       **DATE:**                 June 17, 2009  
       **RECEIVED FROM:**     Chief Turner  
       **ADDRESSED TO:**     T. Jennene Norman-Vacha, City Manager  
       **SUBJECT:**             New Civil Traffic fee schedule effective July 1, 2009
  
2.     **TYPE:**                     Letter  
       **DATE:**                 June 30, 2009  
       **RECEIVED FROM:**     BOCC/Cyndi Gambrel, DPW Finance Coordinator  
       **ADDRESSED TO:**     Florida Department of Revenue  
       **SUBJECT:**             Distribution percentages of the local option gas tax for FY 09/10
  
3.     **TYPE:**                     Memorandum  
       **DATE:**                 July 13, 2009  
       **RECEIVED FROM:**     Stephen J. Baumgartner, Finance Director  
       **ADDRESSED TO:**     Honorable Mayor and City Council Members  
       **SUBJECT:**             2009 Audit Preparation
  
4.     **TYPE:**                     Letter  
       **DATE:**                 July 14, 2009  
       **RECEIVED FROM:**     BOCC/David D. Russell, Jr., Chairman  
       **ADDRESSED TO:**     Brooksville City Council  
       **SUBJECT:**             Hernando County Fair year-round utilization of property & facilities
  
5.     **TYPE:**                     Letter  
       **DATE:**                 July 14, 2009  
       **RECEIVED FROM:**     Florida Department of Community Affairs  
       **ADDRESSED TO:**     Mayor Joe Bernardini  
       **SUBJECT:**             Comprehensive Plan Amendment & Remedial amendment in compliance
  
6.     **TYPE:**                     Letter  
       **DATE:**                 July 18, 2009  
       **RECEIVED FROM:**     WRWSA/Jack Sullivan, AICP, Executive Director  
       **ADDRESSED TO:**     Emory Pierce, Public Works Director  
       **SUBJECT:**             Grant request for 2009-10 to Replace 22 Water Meters
  
7.     **TYPE:**                     Letter  
       **DATE:**                 July 20, 2009  
       **RECEIVED FROM:**     FDEP/Rudy Isaac, Engineering Specialist IV  
       **ADDRESSED TO:**     Thomas Dampman, Engineering Manager  
       **SUBJECT:**             Natelle Avenue Water Improvement Project approved for construction
  
8.     **TYPE:**                     Memorandum  
       **DATE:**                 July 21, 2009  
       **RECEIVED FROM:**     Emory H. Pierce, Director of Public Works  
       **ADDRESSED TO:**     Honorable Mayor and City Council Members  
       **SUBJECT:**             Waste Disposal Agreement with Sumter County

9. TYPE: Memorandum  
DATE: July 22, 2009  
RECEIVED FROM: Mike Walker, Parks, Facilities & Recreation Director  
ADDRESSED TO: Honorable Mayor and City Council Members  
SUBJECT: WS407 Amendment #1 – Inmate Work Squad Contract
10. TYPE: Public Notice  
DATE: July 23, 2009  
RECEIVED FROM: Hernando County Health Department  
ADDRESSED TO: N/A  
SUBJECT: H1N1 Swine Flu Related Death in Hernando County
11. TYPE: Letter  
DATE: July 23, 2009  
RECEIVED FROM: State Senator Paula Dockery  
ADDRESSED TO: The Honorable Brooksville City Council & City Manager  
SUBJECT: Congratulations on partnership with Walmart for curbside waste recycling

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

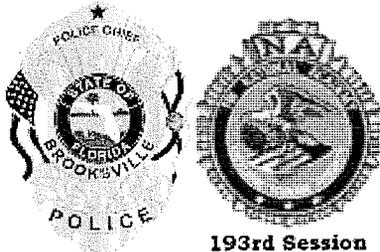
## T. Jennene Norman-Vacha

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**From:** George Turner  
**Sent:** Wednesday, June 17, 2009 6:37 PM  
**To:** Jason Brough; Jason Matheson; John Messer; Josh Caldwell; Randal Orman; Rick Hankins; Sergeant M. Maeder  
**Cc:** T. Jennene Norman-Vacha  
**Subject:** FW: New Civil Traffic fee schedule eff 07/01/09  
**Attachments:** civilpenalties.07-01-09.doc; image001.png; image002.jpg

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George Turner, Chief of Police  
Brooksville Police Dept.  
352-540-3800 \* 352-754-6809 - fax  
[chiefturner@ci.brooksville.fl.us](mailto:chiefturner@ci.brooksville.fl.us)



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**From:** Blanche Johnson  
**Sent:** Tuesday, June 16, 2009 11:24 AM  
**To:** 'gschneider@hernandosheriff.org'; Donna Wood; 'bbeetz@hernandosheriff.org'; 'pmiller@hernandosheriff.org'; 'abatchelder@hernandosheriff.org'; 'Teele, Karen'; 'cnugent@hernandosheriff.org'; 'calleyne@hernandosheriff.org'; 'mglatfelter@hernandosheriff.org'; 'jmelanson@hernandosheriff.org'; 'ebrandhuber@hernandosheriff.org'; 'lorigon@hernandosheriff.org'; 'mwelshans@hernandosheriff.org'; 'cboehmer@hernandosheriff.org'; 'FrankTroffo@flhsmv.gov'; 'ClarenceWilliams@flhsmv.gov'; 'VinsonParnell@flhsmv.gov'; 'RicardoValdes@flhsmv.gov'; 'chelseavaldes@flhsmv.gov'; 'JeffreyMason@flhsmv.gov'; 'JeffreyKidder@flhsmv.gov'; 'AlmaJudge@flhsmv.gov'; 'BrandonHoaglan@flhsmv.gov'; 'ErikHelstrom@flhsmv.gov'; 'JasonGunter@flhsmv.gov'; 'LelandFrye@flhsmv.gov'; 'DavidFrye@flhsmv.gov'; 'GlennCrima@flhsmv.gov'; 'TodCloud@flhsmv.gov'; George Turner; Rick Hankins; Josh Caldwell; 'mmaeder@ci.brooksville.fl.us'; Randal Orman; Jason Brough; Jason Matheson; Scott Fredricksen; Shane Derryberry; 'bwagner@flhsmv.gov'; 'eperdue@flhsmv.gov'; 'Starling, Dan'  
**Cc:** Beverly List; Susan Maggiorini; Tammy Burdin; Linda Burch; Karen Bishop; Jeremiah Wiltberger; Stacey Eudy  
**Subject:** New Civil Traffic fee schedule eff 07/01/09

To all this may concern:

Effective July 1, 2009 Uniform Traffic citation amounts will be increased ( see attached fee schedule). If you have old envelopes with old prices please turn them into your agency or this office and get new ones. The envelope that you should be giving out has a sticker covering the prices. If you have any questions or concerns please call me at the number listed below or Beverly List @352-754-6387. Thanks and have a great day.

Blanche Johnson  
Traffic Clerk III  
Hernando County Clerk of Circuit Court  
20 N. Main Street  
Room 217  
Brooksville, Fl 34601

CTN  
06-13-09  
20: Department  
D. F. 2009

# Board of County Commissioners

Hernando County



Public Works Department - Engineering Division

1525 East Jefferson Street  
Brooksville, Florida 34601  
(352) 754-4062  
FAX: (352) 754-4423

June 30, 2009

Florida Department of Revenue  
Attn: Bruce H. Williams  
Finance and Accounting Director  
P.O. Box 6609  
Tallahassee, FL. 32399

Dear Mr. Williams:

As per the Interlocal Agreement in effective through September 30, 2013, the distribution percentage adjusts on October 1<sup>st</sup> of each year, based on population. The distribution percentages of the local option gas tax for FY 09/10 will be as follows:

Agency	Distribution
City of Brooksville	4.63%
Hernando County	95.37%

If additional information is needed, please contact me by phone at (352) 540-6657, or by email at [cyndig@co.hernando.fl.us](mailto:cyndig@co.hernando.fl.us).

Sincerely,

Cyndi Gambrel  
DPW Finance Coordinator

cc: George Zoettlein, Budget Director  
Charles Mixson, P.E., Public Works Director  
Jennene Norman-Vacha, City of Brooksville

CYN  
08-03-09  
RC: Steve  
B...

# **CITY OF BROOKSVILLE FINANCE DEPARTMENT**

**Date:** July 13, 2009  
**To:** Honorable Mayor and City Council Members  
**VIA:** T. Jennene Norman-Vacha, City Manager  
**From:** Stephen J Baumgartner, Finance Director  
**RE:** 2009 Audit Preparation



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The City Manager and Finance Director met with Mary Beth Gary and Brittany Green of Oliver & Joseph on July 2 to discuss the 2009 Audit and the dates to begin the interim fieldwork.

As requested by Oliver & Joseph and agreed to by the City, interim audit fieldwork will begin Monday, July 27, 2009. Ms. Gary and Ms. Green went over a fieldwork request list (attached).

Discussion was also held on the new Microix software and for the Auditors to review the procedures since payroll, budgeting, and Purchase Orders are now processed through the new software.

F:\Users\sbaum\My Documents\open office\memo 2009 Audit preparation.doc

sjb

CTN  
08-03-09  
JW

# Board of County Commissioners

Hernando County



20 N. Main Street, Room 263  
Brooksville, FL 34601  
(352) 754-4002  
Fax: 754-4477  
www.co.hernando.fl.us

07-29-2009 1:51 PM

July 14, 2009

Brooksville City Council  
201 Howell Avenue  
Brooksville, Florida 34601

Dear Council Members:

This is to inform the City of Brooksville that Hernando County had deeded the majority of the current "Fairground" property to the Hernando County Fair Association, Inc. This property was deeded with provisions that improvements must be made and a fair must be held each year. We understand that to fulfill the improvement conditions it is necessary for the Fair Association to raise sufficient funds. This will require year-round utilization of the property and facilities.

The property located between the Hernando County Animal Control structures and the Extension Office is leased to the Fair Association. We understand this property will be utilized by the Fair Association for possible parking during the fair, storage, and other uses deemed necessary to further the growth and improvements to the fairgrounds as required under the deed with the County.

Sincerely,

David D. Russell, Jr.  
Chairman  
Hernando County Board of County Commissioners

cc: Sandra Nicholson, President, Hernando County Fair Association

C.N.  
08-03-09



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

CHARLIE CRIST  
Governor

THOMAS G. PELHAM  
Secretary

July 14, 2009

The Honorable Joe Bernardini  
Mayor, City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

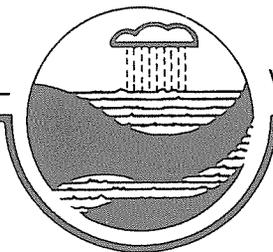
Dear Mayor Bernardini:

The Department has completed its review of the City of Brooksville Comprehensive Plan Amendment DCA Number 09-R1 adopted by Ordinance Number 752 on February 4, 2008 and remedial amendment adopted by Ordinance 775 on June 1, 2009, and has determined it meets the requirements of Chapter 163, Part II, Florida Statutes (F.S.). The Department is issuing a Cumulative Notice of Intent to find the comprehensive plan amendment in compliance. The Cumulative Notice of Intent has been sent to the **Hernando Today** for publication on July 15, 2009.

The Department's Cumulative Notice of Intent to find a plan amendment in compliance shall be deemed to be a final order if no timely petition challenging the amendment is filed. Any affected person may file a petition with the agency within 21 days after the publication of the notice of intent pursuant to Section 163.3184(9), F.S. No development orders, or permits for a development, dependent on the amendment may be issued or commence before the plan amendment takes effect. Please be advised that Section 163.3184(8)(c)2, F.S., requires a local government that has an internet site to post a copy of the Department's Cumulative Notice of Intent on the site within 5 days after receipt of the mailed copy of the agency's Notice of Intent.

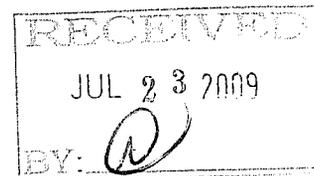
Please note that a copy of the adopted City of Brooksville Comprehensive Plan Amendment and the Cumulative Notice of Intent must be available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the City of Brooksville, 201 Howell Avenue, Brooksville Florida 34601.

*M. JMW  
CTN*



July 18, 2009

Emory Pierce, P.E., Director  
Division of Public Works  
201 Howell Avenue  
Brooksville, Florida 34601-2041



Re: Grant request for 2009-10 to Replace 22 Water Meters

Dear Mr. <sup>Emory</sup>Pierce:

Thank you and the City of Brooksville for making application for the Authority's Water Supply Development Fund grant program. As you know, the Authority has only limited funds for this grant program. In addition, several local governments have been added to the Authority's service area this past year. Brooksville has received a number of grants from the Authority over the past several years to improve the City's water supply system. In making recommendations this year, I felt it was necessary to spread the funds to those local governments with water conservation coordinators providing community education on water conservation and to other small cities that have not received much or any funding from the Authority in the past.

As you can see from the attached spreadsheet, the Board did not fund Brooksville's request this year. However, we look forward to considering grant requests from Brooksville in the future.

If you have any questions, please don't hesitate to contact me.

Sincerely,

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

Jack Sullivan, AICP  
Executive Director

Enclosure

cc: Joe Bernardini, Board Member, WRWSA  
Larry Haag, Attorney, WRWSA



Florida Department of  
Environmental Protection  
Southwest District  
13051 North Telecom Parkway  
Temple Terrace, Florida 33637-0926

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

July 20, 2009

Thomas Dampman  
Engineering Manager  
City of Brooksville  
600 South Brooksville Avenue  
Brooksville, FL 34601  
[tdampman@ci.brooksville.fl.us](mailto:tdampman@ci.brooksville.fl.us)

Re: Final Clearance  
Project: Natelle Avenue Water Improvement Project  
FDEP Permit No.: 0022892-065-DSGP  
PWS ID No.: 627-2180  
County: Hernando

Dear Mr. Dampman:

The Department has received your *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* [FDEP Form 62-555.900(9)] and supporting documents for the above-referenced project. This project was approved for construction under the FDEP permit number identified above and completed with substantial deviations, as noted in FDEP Form 62-555.900(9).

The submitted documents indicate compliance with the clearance procedures identified in Rule 62-555.345, Florida Administrative Code (F.A.C.). Therefore, the Department is issuing this letter of release to place the above-referenced water distribution system into service.

Please note that public water supply systems must comply with any changes and/or revisions to applicable laws and regulations, which affect operating procedures and/or quality standards.

If you have any questions or comments, please contact me at (813) 632-7600, extension 305, or via email at [rudy.isaac@dep.state.fl.us](mailto:rudy.isaac@dep.state.fl.us)

Sincerely,

Rudy L. Isaac  
Engineering Specialist IV  
Water Facilities

cc: Emory H. Pierce, P.E., City of Brooksville Public Works, [epierce@ci.brooksville.fl.us](mailto:epierce@ci.brooksville.fl.us)

CITN  
8-03-09

**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: 7/21/09  
Re: WASTE DISPOSAL AGREEMENT WITH SUMTER CO.

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As we know the Hernando Co. Landfill is operating under a tight schedule to construct a new cell for garbage before they use up the capacity in their currently operational cell. It is possible that they may have to cease accepting garbage before the new cell is permitted and it is only prudent that we have an alternate plan in place. This is what the subject agreement is all about; it is only intended to be a backup plan if the worst case scenario actually occurs.

Sumter County operates a transfer station that will accept our garbage at their current tipping rate of \$49.50 per ton, but which they have essentially guaranteed us will be increasing to at least \$55/ton. Their site is 29 miles from Brooksville and will add approximately one hour of round trip driving time (two hours total time). At present, we pay \$54.50 per ton to dump our commercial garbage at the Hernando County Landfill which is 12miles north of the city with an approximate driving time of one hr. per round trip.

Since we are bound to Hernando County via the County Solid Waste Disposal Ordinance we would not start hauling garbage to Sumter County unless requested to do so by Hernando County. Since our citizens pay for the tipping fee for residential garbage through their property tax assessment, hauling that garbage to Sumter County is somewhat more financially complicated than for the commercial/dumpster garbage. With the dumpster garbage we are treated just like any other private hauler and pay a tipping fee for each ton. It is most likely that we would only haul the dumpster garbage to Sumter Co., and that would be two trucks per day or about 20 tons per day.

**Financial Impact**

Unknown at this time but adequate Funds have been budgeted in relevant Sanitation accounts to cover additional fuel and disposal costs should we have to start hauling waste to Sumter County.

**Legal Impact**

The City Attorney has reviewed this document.

**Staff Recommendation**

Based on the above, staff recommends that City Council authorize the Mayor to sign the attached agreement.



## AGENDA ITEM MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER  
**FROM:** MIKE WALKER, PARKS, FACILITIES & RECREATION  
DIRECTOR  
**SUBJECT:** WS407 Amendment #1- Inmate Work Squad Contract  
**DATE:** July 22, 2009

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### **GENERAL SUMMARY/BACKGROUND:**

Attached is the annual renewal inmate work squad contract #WS407 Amendment #1, from the Florida Department of Corrections, the agreement has no changes from this years current agreement. This contract is for one of three (3) work squads that the city utilizes to maintain Park/Facilities and street right-of-ways. This contract will provide the city with one (1) correctional work squad officer and up to five (5) inmates. The inmate's squads are a very important part of the Parks and Facilities workforce.

### **BUDGET IMPACT:**

The agreement is for a total of \$56,467, which is same as the current year contract and has been budgeted in the proposed Park and Facilities 09/10 Budget, in line item 001-020-572-53400, Other Contractual Services.

### **LEGAL REVIEW:**

The agreement has been reviewed and approved by legal counsel.

### **STAFF RECOMMENDATION:**

Staff recommends the approval of the inmate work squad contract #WS407 Amendment #1, not to exceed \$56,467.

**FOR IMMEDIATE RELEASE**  
July 23, 2009

Contact: Nina Mattei  
(352) 540-6822 / (352) 279-2867

## ***H1N1 Swine Flu Related Death in Hernando County***

**Brooksville** – The Hernando County Health Department has confirmed the county's first H1N1 (Swine flu) related death. "This is very sad news to report. Our sympathies go out to the family and friends of this individual," said Elizabeth Callaghan, Hernando County Health Department Administrator.

According to local public health authorities, it is uncertain as to whether the forty year old male had any underlying health conditions that may have played a role in his death.

H1N1 has been relatively mild in most cases but unfortunately, there are a few cases that are very serious. Although there is not yet a vaccine to prevent H1N1, national health officials are working hard to have one available by the end of the year. "Until a vaccine is developed and local communities can be vaccinated, we really have to rely on protecting ourselves," Callaghan said. "This means everyone should continue to wash their hands frequently, stay home from work or school if they feel ill, and cover their mouths with a tissue or their sleeve if they are coughing. These common sense precautions will greatly reduce the risk of transmission of all flu viruses whether seasonal or H1N1."

Hernando County has 3 confirmed cases of H1N1 to date in Hernando County residents. According to the Centers for Disease Control and Prevention, Florida has documented 2,188 confirmed cases of H1N1 and 12 deaths associated with the illness.

H1N1 is believed to be circulating in every Florida county now. Current guidelines suggest H1N1 testing only in patients with life-threatening illnesses, persons who are part of a suspected influenza outbreak, and patients from the Florida network of sentinel surveillance practices. For more information about H1N1, visit [www.doh.state.fl.us](http://www.doh.state.fl.us) or [www.cdc.gov](http://www.cdc.gov).

###

*CTN  
08-03-09  
JNW*



# THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:  
Criminal Justice, *Chair*  
Energy, Environment, and Land Use -  
Policy and Steering  
Environmental Preservation and Conservation  
Social Responsibility - Policy and Steering  
Transportation  
Transportation and Economic Development  
Appropriations

JOINT COMMITTEE:  
Public Counsel Oversight

**SENATOR PAULA DOCKERY**  
15th District

July 23, 2009

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

Dear Honorable Council Members and Ms. Norman-Vacha:

I would like to offer my congratulations to the City of Brooksville and its community partner Walmart for their public-private partnership for city-wide curbside waste recycling. In an era where fiscal and environmental stewardship have become critical policy mandates for both the public and private sectors, you have joined forces to enable Brooksvillians to economize and conveniently recycle.

Walmart's generous donation of recycling bags will help Brooksville reduce landfill costs while reaping the benefit of recycling revenues. I understand that Walmart also donates surplus plants to the City of Brooksville which are then used in the city's landscaping, further reducing the City's overhead while enhancing the quality of life in your fair city.

Again, congratulations on your innovative partnership to encourage the community to practice environmental responsibility.

Warm Regards,

Paula Dockery  
State Senator  
District 15

REPLY TO:

- Post Office Box 2395, Lakeland, Florida 33806-2395 (863) 413-2900 Toll Free: 1-866-248-6487
- 302 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5040

Senate's Website: [www.flsenate.gov](http://www.flsenate.gov)

JEFF ATWATER  
President of the Senate

MIKE FASANO  
President Pro Tempore

CTN  
08.03.09  
JTW