

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

AMENDED AGENDA

August 17, 2009

7:00 P.M.

- A. CALL TO ORDER
- B. INVOCATION AND PLEDGE OF ALLEGIANCE
- C. REQUESTS FOR WAIVERS

1. **JBCC Waiver of Fees for Tangerine Time 2009**

Consideration of request for waiver of the rental fees in the amount of \$436.65 for use of the JBCC for the 2009/10 event on December 31, 2009.

Presentation:	Wayne Vutech, Event Organizer & Director of Parks, Facilities & Recreation
Attachment:	Memo from Director of Parks, Facilities & Recreation dated 07/31/09; Letter from Event Organizer dated 07/15/09; Facility Use Agreement; FY2009/10 Facility Lease Report

2. **JBCC Waiver of Fees for Publix Supermarkets**

Consideration of waiver of fees in the amount of \$265 for the United Way of Hernando County Annual Campaign Kick-Off Meeting with Publix Supermarket on September 1, 2009, from 6:00 a.m. to 5:00 p.m. at the JBCC.

Presentation:	Robert Watts
Action:	Approval or Direction to Staff
Attachments:	Memo from Director of Parks & Recreation dated 07/31/09; E-mail from Robert Watts dated 07/31/09; Lease Agreement; FY2008/09 Facility Lease Report

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Family Day – A Day to Eat Dinner with Your Children Proclamation**

Proclamation in honor of “Family Day” on September 22, 2009.

Presentation:	Mayor Bernardini
Attachment:	Proclamation

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

2. **Walk with the Mayor for Breast Cancer/Cancer Awareness**
Presentation for council's consideration to sponsor walk with the Mayor for Breast Cancer/Cancer Awareness in December 2009.

Presentation: Mayor Bernardini

3. **South Brooksville Community Initiatives Team Update**
Presentation, update and discussion of South Brooksville Community Initiatives Team activities and progress.

Presentation: South Brooksville Community Initiatives Leadership Team

4. **Planning & Growth Management Assessment Update**
Update and discussion of findings.

Presentation: Gene Boles, Program Manager of the Community Outreach Program at University of Florida, Gainesville
Attachments: Planning & Growth Management Assessment, Dynamics of Growth Management

E. CITIZEN INPUT

F. CONSENT AGENDA

1. **Minutes**
June 15, 2009 Regular Meeting
July 6, 2009 Regular Meeting
2. **COPS Hiring Recovery Program Grant**
Consideration of accepting the 2009 COPS Grant award in the amount of \$134,122 and allow the Mayor to sign.
3. **Beautification Board Student Appointment**
Consideration of appointment to the student position of the Beautification Board.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Chief of Police dated 08/17/09, Grant Application; 3) Memo from City Clerk dated 08/06/09

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

G. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

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.

[First Reading 08/03/09]

Presentation: Fire Chief & Trust Fund Attorney
Recommendation: Approval of the second reading of Ordinance No. 754-B upon roll call vote
Attachments: Memo from Fire Chief dated 08/17/09; Proposed Ordinance

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.

[First Reading 08/03/09]

Presentation: City Attorney
Recommendation: Approval of the second reading of Ordinance No. 766-B upon roll call vote
Attachments: Memo from City Attorney dated 08/04/09; Proposed Ordinance

H. REGULAR AGENDA

1. **Public Service Audit Cost Proposal**

Consideration to approve additional audit services through existing contract with Oliver & Joseph to audit public services inclusive of Progress Energy and Withlacoochee Regional Electric Cooperative.

Presentation: City Attorney
Recommendation: Approval
Attachments: Memo from City Attorney dated 08/10/09, Letter from Oliver & Joseph, P.A. for Services dated 08/07/09

I. CITIZEN INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

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

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

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AGENDA ITEM NO. C-1
8/17/09

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: TANGERINE TIME 2009- JBCC FEE WAIVER

DATE: July 31, 2009

GENERAL SUMMARY/BACKGROUND:

The seventh annual "Tangerine Time" New Years Eve Community Celebration is scheduled to take place on December 31, 2009 at JBCC. The non-alcoholic event has been a very successful event for the community, which offers a fun safe environment for everyone. The organizers have requested the fees to be waived for the event and for the use of the following items, which include the generator and flood lights from the Fire Department, the popcorn and snow cone machine from the Recreation Department and staff time to help set-up the Tangerine Ball Drop, striping of additional parking area on the east side of JBCC. The city has assisted with these needs in the past and with Councils approval, the Fire Department, Parks/Facilities and Recreation would be willing to accommodate the request.

The staff time needed for these request are estimated at eight (8) hours for two staff members to set-up and take down the Tangerine Ball Drop, three (3) hours for the additional parking area to be striped and inmate labor of four (4) hours to assist. The estimate cost for staff time and supplies is \$450. At this time there is no fee for the use of the generator and flood lights, other than the fuel need for the system, which is estimated at one (1) gallon of use per hour, depending on the work load. Staff will explore the possibility of installing security flood lights on the east side of the JBCC building which would eliminate the need of the generator and flood lights from the Fire Department and be more cost effective.

The security deposit in the amount of \$300.00 and a certificate of insurance listing the city as an additional insured will still be required for the event.

BUDGET IMPACT: SB

The budget impact would be a loss of JBCC rental income in the amount of \$436.65; this will impact the FY 09/10 budget. To date, Parks/JBCC fees in the amount of \$970 have been waived in the FY 09/10.

Monies have been budgeted in Council FY09/10 Budget in the amount of \$7000 for such special events; however the budget has not been adopted at this time. To date \$1473.15 has been expended.

LEGAL REVIEW:

The City Council has the authority to waive the fees that are being requested if deemed appropriate.

STAFF RECOMMENDATION:

Staff will move forward with the direction given from council.

"Tangerine Time"

114 E. Liberty St.
Brooksville, FL 34601
352-799-7420

July 15, 2009

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

To whom it may concern:

This past New Year's Eve an exciting event took place for the seventh time in Brooksville, Florida. "Tangerine Time" a non-alcoholic, family-oriented New Year's Eve celebration, provided entertainment, food, free party favors and t-shirts to a Community looking for a fun way to ring in the New Year. The evening culminated with the drop of a giant, lighted tangerine globe at midnight.

The organizers of this celebration are requesting the use of the Jerome Brown center once again on December 31, 2009. This event has brought many positive comments about the City of Brooksville. It also introduces the center to people who have never attended a function at this center.

Sincerely,


Wayne Vutech
Tangerine Time Organizer

cc: Mike W

**CITY OF BROOKSVILLE
PARKS & RECREATION DEPARTMENT
FACILITY USE AGREEMENT**



Jerome Brown Community Center
 Hall
 Conference Room
 Kitchen
 Other Facility Parking lot

Name of applicant (User): Tangerine Time Committee

If an organization, name of representative: Wayne Vutech

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

Address: 114 E Liberty Street City: Brooksville State: FL Zip: 34601

Contact person: Wayne Vutech Day Telephone 799 7420 Evening Same

Alternate contact person: _____ Day Telephone 585-3570 Evening _____

Description of event: Tangerine Time New Year's Eve Event - 2009-10

Anticipated attendance: 500-1000

Attendees will be: Adult Teen Elem. Preschool If youth event, number of supervising adults: Parents must accompany

Day(s) of event: M - T - W - (Th) - F - Sa - Su Start date of event: 12-31-09 Ending date: 1-1-10

Time event begins: 9:00 AM (PM) Time event ends: 12:15 AM (PM)

Set-up: Date 12-31-09 From 1:00 AM (PM) To 4:00 AM (PM)

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

Food/merchandise sales*: No Yes Describe: Free food snacks + beverages

Refreshments served: No Yes Describe: see above - Non Alcoholic

Number of paid security officers (if applicable): N/A Scheduled from _____ AM/PM To _____ AM/PM

RATES & FEES

User Fees: The base user fee for the requested facility is \$ 436.65 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

Revised 08/20/03

USE AGREEMENT TERMS

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$100,000/300,000/100,000; or \$300,000 Combined Single Limit, with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event. The City reserves the right to request higher limits to a maximum of \$100,000/300,000/500,000 or \$500,000 CSL depending on the proposed usage.
9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

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

Name: Wayne J. Vutael Signature: Wayne J. Vutael Date: 7-28-09
 Applicant/User

Insurance Required: <input type="checkbox"/> No <input type="checkbox"/> Yes; Certificate naming City as "Additional Insured" attached <input type="checkbox"/> No <input type="checkbox"/> Yes	
Alcoholic Beverage Distribution/Consumption Permit <input type="checkbox"/> No <input type="checkbox"/> Yes (Attach copy of signed permit)	
Base Rent \$ <u>436.65</u>	Other \$ <u>300.00</u> Total Estimated Cost \$ <u>736.65</u> Total Estimated Deposit \$ _____
Initial Deposit (minimum 50% of estimated total) \$ _____	Received by _____ Date _____ Balance Due (10 days prior to event) \$ _____
Application Approved By: _____	Date: _____
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.	

AGENDA ITEM NO. C-2
8/17/09



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR *[Signature]*
SUBJECT: Publix Supermarkets-JBCC Fee Waiver Request
DATE: July 31, 2009

GENERAL SUMMARY/BACKGROUND:

Publix Supermarkets is requesting for the fees to be waived for their annual United Way Kick-Off Campaign meeting on September 1, 2009 from 6 am till 5 pm, they have utilized the JBCC to host the meeting for the last four years, it brings together their district store managers from the area and allows them the opportunity to network and prepare for the upcoming United Way fundraising campaign.

This past year, the Publix stores combined for a total of \$312,667 raised for the United Way charity. Although the city is not a current agency of the United Way, Publix has been a strong supporter of city's recreation programs and events over the years.

The security deposit in the amount of \$200.00 and a certificate of insurance listing the city as an additional insured will still be required for the event.

BUDGET IMPACT: *500*

The budget impact will be a loss of JBCC rental income in the amount of \$265.00; this will impact the FY 08/09 Budget. To date, Parks/JBCC fees in the amount of \$2500.00 have been waived.

Monies have been budgeted within Council's FY08-09 Budget in the amount of \$7000 for such special events. To date \$7294.84 has been expended, leaving a negative balance of \$294.84 for this fiscal year.

[Signature] **LEGAL REVIEW:**

The City Council has the authority to waive the fees that are being requested, if deemed appropriate.

STAFF RECOMMENDATION:

Staff will move forward with the direction given by Council.

Jerome Brown Center

Jerome Brown Center

Robert Watts

Sent: Friday, July 31, 2009 8:31 AM

To: Robert Watts

Dear City Council Officials,

On 9/01/09 from 6 am - 5 pm Publix Supermarkets would like to request the use of the Jerome Brown Center Gymnasium to kick off our 2009 United Way Campaign for our Hernando and Citrus County Stores in our District. We would like to ask that fees be waived for this event due to the fact that it is solely a fund raising benefit and all donations from our management teams through payroll deductions will ultimately go back to the United Way in our counties and in the communities we serve.

Last year our combined 12 stores raised over \$312,000.00 (see attached) for the United Way of Hernando and Citrus Co. through payroll deductions and of course the largest percentage of dollars raised comes from our management teams which is the purpose of us having the kick off meeting with them at the Jerome Brown Center. Over the past 4 years we've held this event at the JBC and it's been a great success for our district and this years campaign looks to be a very challenging one during these tough economic times and we would sincerely appreciate your help in this matter.

Thank you.

Sincerely,
Robert Watts
SM #1132

CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT



Jerome Brown Community Center
 Hall
 () Conference Room
 Kitchie
 () Other Facility GYM

Name of applicant (User): Publix SUPERMARKETS

If an organization, name of representative: ROBERT WATTS

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

Address: 19390 CARTEZ BLVD City: BROOKSVILLE State: FL Zip: 34601

Contact person: ROBERT WATTS Day Telephone 796-2926 Evening SAME

Alternate contact person: N/A Day Telephone 650-0154 Evening SAME

Description of event: 2009 PUBLIX/UNITED WAY DISTRICT KITCHIE OFF MEETING

Anticipated attendance: 150

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

Day(s) of event: (M) T - W - Th - F - Sa - Su Start date of event: 9-1-09 Ending date: 9-1-09

Time event begins: 6:00 SET UP (AM) / PM Time event ends: 5:00 CLEAN UP AM (PM)

Set-up: Date 6:00 9-1-09 From 6:00 (AM) PM, To 5:00 AM (PM)

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

Food/merchandise sales*: No Yes Describe: N/A

Refreshments served: No Yes Describe: BBQ SANDWICHES AND SODA AND CAKE

Number of paid security officers (if applicable): N/A Scheduled from N/A PM To N/A AM/PM

RATES & FEES

User Fees: The base user fee for the requested facility is \$ 265.00 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

USE AGREEMENT TERMS

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers or crowd control at events. Brooksville Police Officers will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease date unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be returning User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$100,000/300,000/100,000; or \$300,000 Combined Single Limit, with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event. The City reserves the right to request higher limits to a maximum of \$100,000/300,000/500,000 or \$500,000 CSL depending on the proposed usage.
9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

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

Name: ROBERT WATTS Signature: R. Watts Date: 7-30-09
 Applicant/User

Insurance Required:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes; Certificate naming City as "Additional Insured" attached	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Alcoholic Beverage Distribution/Consumption Permit	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Attach copy of signed permit)	
Base Rent \$	<u>265.00</u> Other \$ <u>200.00</u> Total Estimated Cost \$ <u>465.00</u>	Total Estimated Deposit \$ <u>200.00</u>
Initial Deposit (minimum 50% of estimated total) \$	Received by _____ Date _____	Balance (10 days prior to event) \$ _____
Application Approved By:	_____ Date: _____	
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.		

2008 Retail Results - Lakeland

Herring and Jim

Lakeland	Herring, Jim	Campbell, John	630 \$	3	117	1.22%
Lakeland	Herring, Jim	Campbell, John	475 \$	3	269	1.21%
Lakeland	Herring, Jim	Campbell, John	220 \$	2	374	1.15%
Lakeland	Herring, Jim	Campbell, John	1198 \$	2	338	1.13%
Lakeland	Herring, Jim	Campbell, John	1132 \$	2	330	1.11%
Lakeland	Herring, Jim	Campbell, John	797 \$	2	987	0.96%
Lakeland	Herring, Jim	Campbell, John	411 \$	2	586	0.95%
Lakeland	Herring, Jim	Campbell, John	813 \$	2	952	0.94%
Lakeland	Herring, Jim	Campbell, John	1193 \$	2	387	0.93%
Lakeland	Herring, Jim	Campbell, John	255 \$	1	528	0.90%
Lakeland	Herring, Jim	Campbell, John	457 \$	2	577	0.85%
Lakeland		Campbell, John Total			\$ 312,667	1.07%
Lakeland	Herring, Jim	Daniel, Jack	504 \$	2	272	1.35%
Lakeland	Herring, Jim	Daniel, Jack	643 \$	3	285	1.32%
Lakeland	Herring, Jim	Daniel, Jack	810 \$	2	781	1.29%
Lakeland	Herring, Jim	Daniel, Jack	1020 \$	3	923	1.15%
Lakeland	Herring, Jim	Daniel, Jack	295 \$	1	952	1.15%
Lakeland	Herring, Jim	Daniel, Jack	102 \$	2	765	1.12%
Lakeland	Herring, Jim	Daniel, Jack	767 \$	2	717	1.06%
Lakeland	Herring, Jim	Daniel, Jack	420 \$	2	160	1.03%
Lakeland	Herring, Jim	Daniel, Jack	879 \$	2	395	1.01%
Lakeland		Daniel, Jack Total			\$ 51,516	1.18%
Lakeland	Herring, Jim	Fisher, Steve	144 \$	4	521	1.41%
Lakeland	Herring, Jim	Fisher, Steve	236 \$	3	978	1.40%
Lakeland	Herring, Jim	Fisher, Steve	891 \$	3	971	1.05%
Lakeland	Herring, Jim	Fisher, Steve	1117 \$	2	226	1.03%
Lakeland	Herring, Jim	Fisher, Steve	497 \$	3	997	1.02%
Lakeland	Herring, Jim	Fisher, Steve	93 \$	1	041	0.97%
Lakeland	Herring, Jim	Fisher, Steve	168 \$	2	697	0.88%
Lakeland	Herring, Jim	Fisher, Steve	415 \$	2	956	0.74%
Lakeland	Herring, Jim	Fisher, Steve	353 \$	2	317	0.64%
Lakeland		Fisher, Steve Total			\$ 9,377	1.03%
Lakeland	Herring, Jim	Henning, Tim	780 \$	3	952	1.06%
Lakeland	Herring, Jim	Henning, Tim	7 \$	2	226	0.99%
Lakeland	Herring, Jim	Henning, Tim	1149 \$	2	932	0.97%
Lakeland	Herring, Jim	Henning, Tim	38 \$	2	380	0.94%
Lakeland	Herring, Jim	Henning, Tim	1152 \$	2	150	0.92%
Lakeland	Herring, Jim	Henning, Tim	354 \$	2	267	0.86%
Lakeland	Herring, Jim	Henning, Tim	746 \$	1	959	0.83%
Lakeland	Herring, Jim	Henning, Tim	139 \$	1	210	0.80%
Lakeland	Herring, Jim	Henning, Tim	259 \$	2	339	0.78%
Lakeland	Herring, Jim	Henning, Tim	28 \$	1	540	0.74%
Lakeland	Herring, Jim	Henning, Tim	71 \$	2	347	0.73%
Lakeland		Henning, Tim Total			\$ 69,626	0.89%

DM / AD assignments are as they were during our 2008 UW Campaign.
 Winning Stores have been shaded in gray.

City of Brooksville

Proclamation

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of American's children; and,

WHEREAS, 14 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and,

WHEREAS, the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented; and,

WHEREAS, parents who are engaged in their children's lives – through such activities as frequent family dinners – are less likely to have children who abuse substances; and,

WHEREAS, family dinners have long constituted a substantial pillar of family life in America.

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, JOE BERNARDINI, MAYOR, do hereby proclaim Monday, September 28, 2009 as

Family Day – A Day to Eat Dinner with Your ChildrenTM

and urge all citizens to recognize and participate in this observance.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 17th day of August, 2009.

CITY OF BROOKSVILLE

Joe Bernardini, Mayor

Lara Bradburn, Vice Mayor

Joseph E. Johnston, III, Council Member

Richard E. Lewis, Council Member

David Pugh, Jr., Council Member

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

City of Brooksville

Planning & Growth Management Assessment



Prepared By
Center for Building Better Communities
University of Florida

August, 2009

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Introduction

The City of Brooksville has multiple planning initiatives underway – the State-mandated Comprehensive Plan; a Revitalization Plan, which is primarily focused on the downtown; a rewrite of the land development that is currently underway, previously conducted visioning projects; and a water improvements project. Further, there are other activities that affect Brooksville in which City leaders participate: TBARTA, the Tampa Bay Area Regional Transportation Authority, which is developing a multimodal transportation plan including a termination point in Brooksville; the Hernando County Enterprise Zone, which encompasses parts of southern Brooksville; a joint planning area between Brooksville and Hernando County pertaining to US 41 south; a greenways and trails program for the Brooksville region; and a sewer service area agreement including a “first right to refusal” area.

With so many important initiatives underway, there is a very real potential that the implementation of the plans and projects will not be consistent – either with each other or with the overall vision that citizens and leaders hold for the City.

Purpose

To ensure that the various planning efforts effectively implement a commonly shared vision for the City, an important first step is to determine the degree to which the efforts diverge from the vision. To assist in this effort, the City obtained assistance from the Center for Building Better Communities, Department of Urban and Regional Planning, at the University of Florida. Through the center’s Small Cities Collaborative, a team of professional planners and graduate-level students in urban and regional planning conducted an assessment of the various planning initiatives and planning documents to address the issues through these two questions:

- Where will the various planning initiatives lead Brooksville?
- What needs to occur in order for all plans to lead to a common future – the vision for Brooksville?

This report documents the assessment, findings, and recommendations for future directions. The assessment is important, but is only a first step. Before taking on the task of modifying the numerous planning initiatives, it is important to have a clear picture of the current situation. Developing that clear picture through assessment of the documentation for the planning initiatives is the fundamental purpose of this study.

Building on the findings and general recommendations of this assessment, the City can then develop a work program and schedule for modifying plans and planning initiatives to achieve the shared vision.

Methodology

The project included two major tasks: meeting with stakeholders to obtain an understanding of the public view of the vision and to understand the degree of knowledge about the plans and planning initiatives that affect Brooksville. Two days were devoted to interviews of individuals and small groups. The conclusion section of this report contains more information about the results of these interviews. However, simply stated, it is not at all clear that there is a clearly articulated shared vision for the City.

The second major task was a compilation and thorough review of the documents pertaining to the planning initiatives. This review was intended to determine the degree to which the planning initiatives reflected a shared vision and provided policies, strategies, or guidelines to achieve that vision.

Recommendations

The City of Brooksville has multiple planning initiatives underway. Analysis of these initiatives, together with interviews of stakeholders, shows that the various plans and planning programs are not fully consistent, either with each other or with an overall vision held by the citizens and leaders of the City. The City should consider the following recommendations to bring the initiatives in line and achieve a vision for Brooksville.

Recommendation #1: Create a shared vision. The City should have a clearly articulated statement of its vision. While some of the City's leaders feel that there is a vision, primarily expressed through the revitalization plan, there is not a succinct statement nor does the vision reflect a regional perspective. A clear, shared, and consciously formed statement of a vision to form the centerpiece of planning efforts in Brooksville.

- While much effort has been devoted to the development of a vision, the stakeholder interviews revealed that there is not a common understanding of the vision.
- Development of a vision statement need not require a lengthy or expensive process. It appears from review of plans and interviews with stakeholders, that there is likely agreement on the components of a vision. Therefore, a simple process could lead to creation of a statement.
- A clearly articulated statement of a vision is useful in marketing, economic development, planning, budgeting, and many other activities of government. It can lead to a more efficient allocation of resources for the articulation of the vision.
- A clearly articulated statement of a vision is also useful in coordinating with the many other governments and government agencies whose plans affect Brooksville. It demonstrates that the City is clear about its priorities and goals.
- With a clear statement of vision in place, the City should immediately and actively coordinate with Hernando County to express the City's vision and to work toward ensuring that County plans and programs are consistent with the vision.

Recommendation #2: Commit to a sustained joint planning process with Hernando County. What happens inside the City of Brooksville is greatly influenced by what happens outside the City. Both the City and County benefit from a strong central city supported by a full range of urban infrastructure and services and an efficient land use pattern

- This result requires sustained communication and cooperation to ensure that economic development activities, growth management programs, development regulations, provision and extension of infrastructure, and road construction are all consistent with the City's vision as well as County needs.
- This coordination should emphasize the Joint Planning Area Agreement and consider expansion and modification of that agreement for consistency with the vision.

- The City and County should coordinate regarding the “first right to serve” agreement and area to ensure that there is full consistency between this area, the Joint Planning Area, and other planning activities and that all are consistent with the vision for Brooksville.
- The City and County should take advantage of the Transportation Concurrency Exception Area (TCEA) provisions offered by Senate Bill 360 (2009 Legislative session). Within two years, the City must adopt land use and transportation strategies that support multimodal alternatives. This legislation can provide for the refinement of the joint planning area as a framework for new development and infrastructure investment.

Recommendation #3: Expand and diversify the Community’s economic base. The economy of Brooksville and Hernando County is not well positioned to adapt to economic changes and trends. Reliance on a construction industry largely dependent upon housing and the retail and services that support the residential population makes the community vulnerable to recessionary pressures. Over time, the community can take proactive steps to improve its jobs-to-housing balance and to attract “primary jobs”.

- The City and County should implement the recommendations of the 2007 Economic Development Plan with emphasis on
 - ▶ Recruitment and retention of “primary jobs”;
 - ▶ High-wage business recruitment and retention;
 - ▶ Educational attainment and educational resources;
 - ▶ Workforce housing; and
 - ▶ Planning for economic development by City and County government.
- The City and County should coordinate planning for and implementation of the Enterprise Zone to ensure that business and industry locating within the zone is appropriate and consistent with the vision. In particular, the City should work with the County to ensure that the Enterprise Zone does not actually create a disincentive for implementation of the vision.

Recommendation # 4: Take advantage of Brooksville’s potential as a regional transportation terminus and the community’s importance to the TBARTA initiative. For the future, Brooksville is well positioned as an important transportation terminus within the Tampa Bay region. Highway access via I-75, the Suncoast Parkway, US 98, and SR 41 coupled with the long-range potential of a light rail connection, provide a foundation for sound planning.

- The City should actively monitor and participate in planning for transit by TBARTA.
- It is especially important to have a clear understanding of the termination of transit lines in Brooksville and to modify the comprehensive plan to ensure that land use designations at the termination point are appropriate.
- Further, the City has the opportunity to modify land use land use designations adjacent to the termination point to provide for transit oriented mixed-use development at appropriate intensities.

Recommendation #5: Strengthen efforts to conserve, redevelop and revitalize Brooksville's traditional city. Conservation, redevelopment and revitalization are at the core of Brooksville's strategy for future prosperity and sustainability. While important tools are in place and there is broad agreement about the importance of Brooksville's downtown and the historic city, the efforts should be more comprehensive, coordinated and proactive. Particular attention should be paid to neighborhood conservation and revitalization, historic preservation and the design and vitality of established commercial areas. The early location of TBARTA stations and the integration of transit-oriented development (TOD) can serve as a unifying element. Housing choice should be an important component of this element. Mixed use should be strongly encouraged.

- Compact building design, mixed use, walkability, connectivity, housing choice, transportation choice and a strong sense of place should be hallmarks of the City's future.
- The City should empower neighborhood and community organizations willing to commit to self-help revitalization efforts. The contribution of this "ownership" and "buy-in" by stakeholders to maintaining the health and vitality of the City's neighborhoods can be significant.

Recommendation #6: Begin the process of becoming a "green community". Communities throughout Florida and the Nation are responding to climate change and the demands for energy conservation. In 2008, the Florida legislature enacted HB 697 requiring local governments to address energy conservation and greenhouse gas emissions in their comprehensive plans. This initiative represents an opportunity for Brooksville and Hernando County to move toward the creation of a "green community" as the foundation for its development.

While this recommendation is not based on a review of initiatives that are currently underway, the project team believes this process will enhance the efforts to achieve the other five recommendations.

Chapter 4: Building a Livable Community – The Dynamics of Growth Management

Principles for Building a Livable Community

Each community is unique and one size doesn't fit all. Yet there are key principles for building livable places around which there is broad agreement. Some of the most important of these principles are described in this chapter.

These principles provide a framework for evaluating the programs and tools used by the City of Brooksville to plan its future and manage its growth.

Stakeholder Involvement – Encourage Community and Stakeholder Collaboration to Reach a Shared Vision

Effective citizen participation ensures that planning outcomes are equitable and based on collective decision-making. Planning processes must involve comprehensive strategies that engage meaningful citizen participation and find common ground for decision-making.

Growth can create great places to live, work and play -- if it responds to a community's own sense of how and where it wants to grow. Communities have different needs and will emphasize some principles over others: those with robust economic growth may need to improve housing choices; others that have suffered from disinvestment may emphasize infill development; newer communities with separated uses may be looking for the sense of place provided by mixed-use town centers; and still others with poor air quality may seek relief by offering transportation choices. The common thread among all, however, is that the needs of every community and the programs to address them are best defined by the people who live and work there.

Citizen participation can be time-consuming, frustrating and expensive, but encouraging community and stakeholder collaboration can lead to creative, speedy resolution of development issues and greater community understanding of the importance of good planning and investment. Plans and policies developed without strong citizen involvement will at best lack staying power; at worst, they will be used to create unhealthy, undesirable communities. When people feel left out of important decisions, they will be less likely to become engaged when tough decisions need to be made. Involving the community early and often in the planning process vastly improves public support for planning and often leads to innovative strategies that fit the unique needs of each community.

Strengthen and Direct Development Towards Existing Communities

Enlightened planning directs development towards existing communities already served by infrastructure, seeks to utilize the resources that existing neighborhoods offer, and conserves open space and irreplaceable natural resources on the urban fringe. Development in existing neighborhoods also represents an approach to growth that can be more cost-effective, and improves the quality of life for its residents. By encouraging development in existing communities, communities benefit from a stronger tax base, closer proximity of a range of jobs and services, increased efficiency of already developed land and infrastructure, and reduced development pressure in edge areas thereby preserving more open space.

The ease of greenfield development remains an obstacle to encouraging more development in existing neighborhoods.

Development on the fringe remains attractive to developers for its ease of access and construction, lower land costs, and potential for developers to assemble larger parcels. Typical zoning requirements in fringe areas are often easier to meet, as there are often few existing building types that new construction must complement, and a relative absence of residents who may object to the inconvenience or disruption caused by new construction.

Nevertheless, developers and communities are recognizing the opportunities presented by infill development, as suggested not only by demographic shifts, but also in response to a growing awareness of the fiscal, environmental, and social costs of development focused disproportionately on the urban fringe. Journals that track real estate trends routinely cite the investment appeal of the “24-hour city” for empty nesters, young professionals, and others, and developers are beginning to respond.

Take Advantage of Compact Building Design

Communities should encourage more compact building design as an alternative to conventional, land consumptive development. Compact building design suggests that communities be designed in a way which permits more open space to be preserved, and that buildings can be constructed which make more efficient use of land and resources. By encouraging buildings to grow vertically rather than horizontally, and by incorporating structured rather than surface parking, for example, communities can reduce the footprint of new construction, and preserve more greenspace. Not only is this approach more efficient by requiring less land for construction, it also provides and protects more open, undeveloped land that would exist otherwise to absorb and filter rain water, reduce flooding and stormwater drainage

needs, and lower the amount of pollution washing into our streams, rivers and lakes.

Compact building design is also necessary to support wider transportation choices, and provides cost savings for localities. Communities seeking to encourage transit use to reduce air pollution and congestion recognize that minimum levels of density are required to make public transit networks viable. Local governments find that on a per-unit basis, it is cheaper to provide and maintain services like water, sewer, electricity, phone service and other utilities in more compact neighborhoods than in dispersed communities.

Research based on these developments has shown, for example, that well-designed, compact communities that include a variety of house sizes and types command a higher market value on a per square foot basis than do those in adjacent conventional suburban developments. Perhaps this is why increasing numbers of the development industry have been able to successfully integrate compact design into community building efforts. This despite current zoning practices – such as those that require minimum lot sizes, or prohibit multi-family or attached housing. Community perceptions of “higher density” development also often present obstacles to compact design.

Downtowns / Neighborhood Centers

Every level of government should identify ways to reinvest in existing urban centers, to re-use former industrial sites, to adapt older buildings for new development, and to bring new development to older, low-income and disadvantaged neighborhoods.

Mixed-use developments include quality housing, varied by type and price, integrated with shopping, schools, community

facilities and jobs. Human-scale design, compatible with the existing urban context, and quality construction contribute to successful compact, mixed-use development and also promote privacy, safety, visual coherency and compatibility among uses and users.

Inefficient land use and low-density development is not confined to urban and suburban areas, but also occurs around villages and small towns. Many once thriving main streets are checkered with abandoned storefronts while a strip of new commercial activity springs up on the edge of town together with housing and public facilities. Programs and policies need to support investment to improve the economic health of downtowns, and community centers. The high cost of providing basic infrastructure and services demands efficient use of existing facilities, and compact development. Housing choices should take into account changing needs resulting from shifting demographics, the cost of providing services and infrastructure, the cost of services and infrastructure capacity, and must address upgrading of existing housing as an alternative or complement to new development.

Economic Diversity and Stability

A sound economy is essential to a livable community. Diversity and stability bring prosperity in good times and tend to reduce the effect and length of recessionary periods. A strong jobs-to-housing balance also helps to reduce demand on regional road networks with resulting benefits in the areas of energy and the cost of constructing and operating regional infrastructure

Effective economic development programs recognize the difference between “primary jobs” and “service jobs”. An emphasis on “primary jobs” - that is jobs that bring new dollars into the community – can build and diversify the economic

base. An over reliance on housing construction, retail and tourism may leave a community vulnerable to recessionary effects and less able to adapt to economic changes.

Communities with successful economic development programs strive to ensure that sites and land are available to support economic development; develop a well educated workforce and ensure that housing is available and affordable to support this workforce.

Mix Land Uses

The integration of mixed land uses into communities is a critical component of achieving better places to live. By putting uses in close proximity to one another, alternatives to driving, such as walking or biking, once again become viable. Mixed land uses also provide a more diverse and sizable population and commercial base for supporting viable public transit. It can enhance the vitality and perceived security of an area by increasing the number and attitude of people on the street. It helps streets, public spaces and pedestrian-oriented retail again become places where people meet, attracting pedestrians back onto the street and helping to revitalize community life.

Mixed land uses can convey substantial fiscal and economic benefits. Commercial uses in close proximity to residential areas are often reflected in higher property values, and therefore help raise local tax receipts. Businesses recognize the benefits associated with areas able to attract more people, as there is increased economic activity when there are more people in an area to shop. In today's service economy, communities find that by mixing land uses, they make their neighborhoods attractive to workers who increasingly balance quality of life criteria with salary to determine where they will settle.

Preserve Open Space, Farmland, Natural Beauty and Critical Environmental Areas

Biodiversity, green infrastructure, and green architecture are integral to livable communities. Good planning protects the natural processes that sustain life; preserves agricultural land, wildlife habitat, natural landmarks and cultural resources; integrates biodiversity, ecological systems and natural open space (green infrastructure) into the fabric of development; encourages innovative storm water management; is less consumptive and more protective of natural resources; maintains or improves air quality, and enhances water quality and quantity for future generations. Energy conservation is a major benefit and result, helping to create more sustainable development and allow people to meet current needs without compromising the needs of future generations. Green architecture incorporates environmental protection and reduced natural resource consumption into the design and construction of buildings, also enhancing the comfort and health of the occupants.

The term "open space" is applied broadly to mean natural areas both in and surrounding localities that provide important community space, habitat for plants and animals, recreational opportunities, farm and ranch land (working lands), places of natural beauty and critical environmental areas (e.g. wetlands). Open space preservation bolsters local economies, preserves critical environmental areas, improves quality of life, and guides new growth into existing communities.

There is growing political will to save the "open spaces" that Floridians treasure. The reasons for such support are varied and attributable to the benefits associated with open space protection. Protection of open space provides many fiscal benefits, including increasing local property value (thereby increasing property tax bases), providing tourism dollars, and

decreases local tax increases (due to the savings of reducing the construction of new infrastructure). Management of the quality and supply of open space also ensures that prime farm and ranch lands are available, prevents flood damage, and provides a less expensive and natural alternative for providing clean drinking water.

The availability of open space also provides significant environmental quality and health benefits. Open space protects animal and plant habitat, places of natural beauty, and working lands by removing the development pressure and redirecting new growth to existing communities. Additionally, preservation of open space benefits the environment by combating air pollution, attenuating noise, controlling wind, providing erosion control, and moderating temperatures. Open space also protects surface and ground water resources by filtering trash, debris, and chemical pollutants before they enter a water system.

Foster Distinctive, Attractive Communities with a Strong Sense of Place

A "sense of place" results when design and development protect and incorporate the distinctive character of a community and the particular place in which it is located. Geography, natural features, climate, culture, historical resources, and ecology each contribute to the distinctive character of a region.

Communities are encouraged to craft a vision and set standards for development and construction which respond to community values of architectural beauty and distinctiveness, as well as expanded choices in housing and transportation. Seek to create interesting, unique communities which reflect the values and cultures of the people who reside there, and foster the types of physical environments which support a

more cohesive community fabric. Promote development which uses natural and man-made boundaries and landmarks to create a sense of defined neighborhoods, towns, and regions. Encourages the construction and preservation of buildings which prove to be assets to a community over time, not only because of the services provided within, but because of the unique contribution they make on the outside to the look and feel of a city.

Guided by a vision of how and where to grow, communities are able to identify and utilize opportunities to make new development conform to their standards of distinctiveness and beauty. Contrary to the current mode of development, the value of infill and greenfield development is determined as much by their accessibility (by car or other means) as their physical orientation to and relationship with other buildings and open space. By creating high-quality communities with architectural and natural elements that reflect the interests of all residents, there is a greater likelihood that buildings (and therefore entire neighborhoods) will retain their economic vitality and value over time. In so doing, the infrastructure and natural resources used to create these areas will provide residents with a distinctive and beautiful place that they can call “home” for generations to come.

Create Walkable Neighborhoods

Walkable communities are desirable places to live, work, learn, worship and play. Their desirability comes from two factors. First, walkable communities locate within an easy and safe walk goods (such as housing, offices, and retail) and services (such as transportation, schools, libraries) that a community resident or employee needs on a regular basis. Second, by definition, walkable communities make pedestrian activity possible, thus expanding transportation options, and creating a streetscape that better serves a range of users --

pedestrians, bicyclists, transit riders, and automobiles. To foster walkability, communities must mix land uses and build compactly, and ensure safe and inviting pedestrian corridors.

Walkable communities are nothing new. Outside of the last half-century communities worldwide have created neighborhoods, communities, towns and cities premised on pedestrian access. Within the last fifty years public and private actions often present created obstacles to walkable communities. Conventional land use regulation often prohibits the mixing of land uses, thus lengthening trips and making walking a less viable alternative to other forms of travel. This regulatory bias against mixed-use development is reinforced by private financing policies that view mixed-use development as riskier than single-use development. Many communities -- particularly those that are dispersed and largely auto-dependent -- employ street and development design practices that reduce pedestrian activity.

As the personal and societal benefits of pedestrian friendly communities are realized – benefits which include lower transportation costs, greater social interaction, improved personal and environmental health, and expanded consumer choice -- many are calling upon the public and private sector to facilitate the development of walkable places. Land use and community design plays a pivotal role in encouraging pedestrian environments. By building places with multiple destinations within close proximity, where the streets and sidewalks balance all forms of transportation, communities have the basic framework for encouraging walkability.

Create Range of Housing Opportunities and Choices

Providing quality housing for people of all income levels is an integral component in any effective community building strategy. Housing is a critical part of the way communities

grow, as it constitutes a significant share of new construction and development. More importantly, however, is also a key factor in determining households' access to transportation, commuting patterns, access to services and education, and consumption of energy and other natural resources. By creating a wider range of housing choices, communities can mitigate the environmental costs of auto-dependent development, use their infrastructure resources more efficiently, ensure a better jobs-housing balance, and generate a strong foundation of support for neighborhood transit stops, commercial centers, and other services.

No single type of housing can serve the varied needs of today's diverse households. Communities should seek to increase housing choice not only by modifying their land use patterns on newly-developed land, but also by increasing housing supply in existing neighborhoods and on land served by existing infrastructure. Integrating single- and multi-family structures in new housing developments can support a more diverse population and allow more equitable distribution of households of all income levels across the region. The addition of units -- through attached housing, accessory units, or conversion to multi-family dwellings -- to existing neighborhoods creates opportunities for communities to slowly increase density without radically changing the landscape. New housing construction can be an economic stimulus for existing commercial centers that are currently vibrant during the work day, but suffer from a lack of foot traffic and consumers in evenings or weekends. Most importantly, providing a range of housing choices allow all households to find their niche in a smart growth community -- whether it is a garden apartment, a rowhouse, or a traditional suburban home -- and accommodate growth at the same time.

Provide a Variety of Transportation Choices

Land use and transportation planning must be integrated to accommodate the automobile and to provide increased transportation choices, such as mass transit, bicycles, and walking. Development must be pedestrian-friendly. All forms of transportation must be reliable, efficient and user-friendly, allowing full access by all segments of the population to housing, employment, education, and human and community services.

Providing people with more choices in housing, shopping, communities, and transportation is a key goal. Communities are increasingly seeking these choices -- particularly a wider range of transportation options -- in an effort to improve beleaguered transportation systems. Traffic congestion is worsening across the country. In fact, congestion over the last several years has worsened in nearly every major metropolitan area in the United States.

In response, communities are beginning to implement new approaches to transportation planning, such as better coordinating land use and transportation; increasing the availability of high quality transit service; creating redundancy, resiliency and connectivity within their road networks; and ensuring connectivity between pedestrian, bike, transit, and road facilities. In short, they are coupling a multi-modal approach to transportation with supportive development patterns, to create a variety of transportation options.

Efficient Use of Land and Infrastructure

High-density development, infill development, redevelopment, and the adaptive re-use of existing buildings result in efficient utilization of land resources and more compact urban areas. Efficient use of public and private infrastructure starts with

creating neighborhoods that maximize the use of existing infrastructure. In areas of new growth, roads, sewers, water lines, schools and other infrastructure should be planned as part of comprehensive growth and investment strategies. Regional cooperation is required for large infrastructure investments to avoid inefficiency and redundancy

Paying for Growth

Does growth pay for itself? Many communities faced with this question find that the answer is often “no”. Public tax sources generally fail to generate the revenues needed to cover the cost of roads, water, sewer, drainage, schools and other infrastructure.

Local governments increasingly rely on funding mechanisms such as impact fees and developer dedications and contributions to meet these infrastructure needs. Sound planning can produce more efficient land use patterns that are less expensive to serve.

A Regional View of Community

The interdependence of neighborhoods and municipalities in a metropolitan region and promotes balanced, integrated regional development achieved through regional planning processes.

Building a Livable Brooksville

How well does the City of Brooksville compare with the Principles of for Building a Livable Community? Does the community have a shared vision? Are the plans, policies and tools available to the community likely to maintain the community's character while building a prosperous and livable place?

The City of Brooksville does not exist in a vacuum. Rather it is the historical heart of a growing urban area. Its challenge is to retain its role as the centerpiece of its community in the face of strong development pressures in the County and the region.

What happens in Brooksville is strongly influenced by what happens outside of Brooksville. Consequently, the city / county relationship is especially crucial and has emerged as a focal point of this analysis.

Comprehensive Planning

In Florida, the local comprehensive plan is the blueprint for growth management. The following tables compare the goals, objectives and policies of the City of Brooksville and Hernando County comprehensive plans respectively. Similar topics are arrayed in a side-by-side format and evaluated in terms of their “strengths” and “weaknesses” related to the “livable community principles” described in the previous section.

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive plan Comparison															
Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Intergovernmental Cooperation
Future Land Use Element															
Policy 1-5: Density / Intensity Standards															
Suburban Residential 2.5 dua Clustering				■			▼	▲			▼				
Single Family Residential 7 dua			▲	▲				▲		▲	■		▲	▲	
Mobile Home Residential 8 dua			▲	▲				▲		▲	■		▲	▲	
Multi-Family Residential 18 dua			▲	▲						■	■				
Commercial 0.70 FAR			■	▼	▼	■	▼		▼	▼		▼			
Historic / CBD 1.25 FAR			▲	▲	▲	▲	▲		▲	▲	■	▲	▲		
Industrial 0.80 FAR						▲						▲			
Mixed Use / Less than 10 ac 18 dua / 20-80% non-res / 20-80% res			▲	▲	▲		▲		▲	▲	▲	■	▲		
Mixed Use / More than 10 ac 7 dua 20-80% Non-res/ 10% Open			▲	▲	▲		▲		▲	▲	▲	■	▲		
▼ Weakness ■ Neutral ▲Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive plan Comparison															
Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Future Land Use Element															
	Policy 101F(1) Residential Land Use – 5.4 dua		■	■	■		■	■			▼	■	■	■	
	Low Density Single Family – 2.5 dua		■	■				■		▼	▼	▼	■	■	
	Medium Density – 4.0 dua		■	■				■		■	■	■	■	■	
	High Density – 5.4 dua		■	■						■	■	■		■	
	Policy 1.01 G(1) Multi-Family Land Use – 16 dua (Limited application)		▲	■	■		■		■	■	▲	■	■	▲	
	Policy 1.01 L(1) Commercial Land Use		▼	■	▼	■	▼		▼	▼		▼	■	■	
	Policy 1.02 A(3) Industrial uses shall have access to major arterials		■			▲						■		■	
Policy 1-8 Annexations to be included in Joint Planning Area (JPA)	Policy 8.01 C(3) Joint planning efforts to review annexations		▲	■		■						■	▲	▲	▲
Policy 2-11 – Provide community facilities in prime growth areas – withhold elsewhere	Objective 1.04 C Land Development not Permitted unless necessary facilities / services existing or ensured		■	▲	■							■	▲	▲	
▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive plan Comparison															
Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Future Land Use Element															
Policy 2-15 Encourage commercial uses to locate in designated commercial nodes	Objective 1.01 M Direct commercial development through designation of commercial nodes		▼	■	▼	■	▼		▼	▼		■	■		
	Policy 1.01 M(2) Commercial nodes classified with locational criteria														
Policy 2-18 Locate neighborhood shopping within defined neighborhoods on collector roads	Neighborhood Commercial – allowed in Residential / On Collector or Arterial / Not mapped on FLUM		■	■	▲	■	■		■	■		■	■		
Policy 2-17 Locate planned community & regional centers at arterial intersections	Community Commercial – Mapped on FLUM / Intersection of Collectors or greater		■	■	▼	■	▼		▼	▼		■	■		
	General Commercial – Mapped on FLUM/ Intersection of Arterial & Collector		■	■	▼	■	▼		▼	▼		■	■		
	Regional Commercial – Mapped on FLUM / Multi Lane arterial		■	■	▼	■	▼		▼	▼		■	■		
Policy 2-19 Concentrate heavy commercial & buffer residential			▼	■	▼	■	▼		▼	▼		■	■		
	Policy 1.01 M (3) Development of commercial nodes shall extend frontage road network		▼	■	▼	■	▼		▼	▼		▼	■		
▼ Weakness ■ Neutral ▲Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Future Land Use Element															
	Objective 1.01Q Limit & manage strip commercial & infill commercial areas		■	■	■	■	■					■	■		
Policy 2-22 Permit type, intensity & location of industrial development to diversify economic base / maintain aesthetics & quality of life	Objective 1.02 A Establish standards for industrial expansion while protecting natural resources & existing land uses		■	■	■	▲						■	■		
Policy 2-23 Expand industry in areas already having industrial amenities	Policy 1.02 A(2) Locate industrial development on non-residential arterials / collectors			■		■						■	■		
Policy 2-24 Disallow industry in residential areas	Policy 1.02 A(3) Encourage concentration of industrial in parks / planned developments		▲	■		■						■	■		
Policy 2-33 Mixed land uses permitted in CBD with Special Exception Use Permit	Goal 1.07 Have comprehensive planning / more planning control for mixed use areas		■	■	▲	■	▼		■	■	■	▲	▲		
Objective 4: Protect historic resources			▲	▲	▲		■		▲	■	■		▲		
Objective 3: Ensure all public facilities / services available to meet LOS	Goal 1.03 Ensure adequate facilities to accommodate growth		■	▲	■						■	■	■	■	
	Objective 1.02 A Locate public facilities to efficiently serve development		■	■	■							■	▲		
▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Future Land Use Element															
Policy 9.3 Direct economic development incentives to support adaptive reuse of structures / features of built environment			▲	▲	▲	▲	■		▲	■	■		▲		
Policy 9-5: Provide land, infrastructure & amenities to attract high technology/ other industrial development compatible with labor force, raw materials & land form/ environment			■	■	■	▲	■					■	■	■	
	Objective 1.07C; Maximize the use of the Hernando County Airport and surrounding lands					▲						▲	■		
▼ Weakness ■ Neutral ▲Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison

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Transportation Element

Objective 1: Maintain transportation improvement program addressing mass transit, pedestrian ways, bicycle paths, roadway capacity & transportation for disadvantaged	Goal 2.03 Plan for motorized / non-motorized transportation system for movement of goods & people		■	■		■				■		■	■	■	■	▲
Policy 1-13: Establish numerical indicators for mobility goals	Objective 2.03E Maintain quantifiable mobility standards/data		■	■			■			▲		▲				▲
Policy 1-15: Consider multimodal options in all transportation decisions			■	■			■			▲		▲				▲
Policy 1-2: Continue development of Good Neighbor bikeway trail			■		■				▲	▲		▲				▲
Policy 1-3: Seek opportunities where new development abutting trail system could enhance trail connectivity			■		■				▲	▲		▲				▲
Policy 1-4 Create & implement bicycle / pedestrian master plan	Objective 2.03 D: Provide for Bicycle Facilities		■	▲	■				▲	▲		▲				▲
Policy 1-5: Incorporate bikeways/ pedestrian ways in development	Objective 2.03C: Consider pedestrian improvements in construction of urban thoroughfares		■	■	■					▲		▲				
Policy 1-6: Promote greater role for pedestrian- friendly design features			■	▲	▲		▲		▲	▲		▲				

▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
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Transportation Element															
Policy 1-8: Support maintaining fixed route mass transit system	Objective 2.06D: Coordinate with public / private transit services		▲	▲	▲	▲	▲			▲		▲	▲		▲
Policy 1-12: Retain functional rail service / support freight rail use						▲						▲	▲		▲
Policy 1-16: Promote high density, / transit-friendly / mixed use at transit hubs	Objective 2.06C: Reserve areas for mass transit system features in new roads/ development		▲	▲	▲	▲	▲		▲	▲	▲	▲	▲		▲
Objective 2: Promote safety, aesthetics & energy efficiency in transportation					▲				▲			▲	▲		
Policy 2-2: Support Congestion / Mobility Management Program												▲	▲		▲
Objective 6: Adopt LOS standards for roadways / Maintain concurrency management system	Objective 2.04A: Adopt LOS Standards for Roadways		▼	▼	▼					▼		▼	■		
Policy 8-1: Orient CBD toward viable multimodal transportation			▲	▲	▲	■	▲			▲		▲	▲	▲	
Policy 8-8: Investigate establishment of TCEA for CBD & urbanized area of the City.		▲	▲	▲	■	■			■		▲	■	■	▲	
▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison

Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Housing Element															
Objective 1: Assist private sector to meet housing needs	Objective 3.01A: Contribute to providing adequate / affordable housing		■	■							■		■		
Policy 2-1: Code enforcement in neighborhoods where violations prevalent			▲						▲		▲		■		
Policy 2-3: Concentrate assistance in blighted neighborhoods	Objective 3.02C: Conserve existing housing stock to preserve quality of neighborhoods		▲						▲		▲		■		
Objective 4: Preserve/ protect historically significant housing	Goal 3.05 Promote aesthetic improvement of existing housing while conserving historically significant housing		▲		▲				▲		▲		▲		
Policy 5-1: Designate urban revitalization target areas/ implement programs	Policy 3.02C(1) Support neighborhood self-help programs	▲	▲	▲					▲		▲		▲		
Policy 5-4: Create qualified representative citizen advisory groups		▲													
Objective 6: Provide adequate / appropriate densities & sites for very low, low and moderate income families & mobile homes	Objective 3.04A: Provide adequate sites for very low, low and moderate income housing		▲			■					▲	■	▲		

▼ Weakness ■ Neutral ▲Strength Blank = Not Applicable

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison

Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
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Infrastructure Element

Policy 1-2: Minimize sprawl by extending water / sewer to service area	Objective 4.01A: Develop / maintain Wastewater Service Plan which discourages urban sprawl		▲	■									▲	■	▲
Policy 1-7: Limit on-site sewage disposal systems	Policy 4.01B(3): All new subdivisions greater than 2 du require central sewer		■	▼									■	■	
Policy 1-13: Require all new developments to pay fair share	Objective 4.04A: Land development shall bear proportionate share of cost		▲	▲									▲	▲	
Policy 2-2: Septic tanks discouraged and only allowed on interim basis			▲	▲									▲	▲	
Objective 3: Negotiate with Hernando County to phase out package treatment facilities in the urban fringe	Objective 4.02B: Consolidate small package plants into sub-regional system		▲	▲									▲	▲	▲
Objective 7: Maximize use of existing stormwater management facilities and limit urban sprawl	Goal 4.09: Provide drainage facilities that afford maximum feasible protection		▲	▲									▲	▲	
Objective 13: Protect the function of natural groundwater recharge areas & natural drainage features	Objective 4.10A: Ensure function and integrity of the aquifer recharge system							▲							▲
Policy 13-3: Coordinate with Hernando County for aquifer protection program								▲							▲

▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
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Conservation Element															
Objective 2: Protect quality/ quantity of surface waters to meet state standards								▲							▲
Policy 2-2: Consider agreement for BMPs within Peck Sink, Blue Sink & Byster Lake Basins								▲							▲
Policy 2-9: Consult with County about interlocal stormwater agreement								▲					▲		▲
Policy 3-1: All development to connect to city sewer service			▲	▲				▲					▲		
Objective 5: Protect native vegetative communities/ wildlife habitat/ ensure that 90% of canopy trees are preserved	Objective 6.01A: Protect wildlife habitat Objective 6.01C: Preserve unique natural vegetative communities							▲	▲						▲
Objective 7: Preserve / improve visual resources / aesthetics of community			▲						▲						
	Objective 6.01G: Encourage creation of connecting natural system greenways			▲				▲	▲						▲
	Policy 6.01G(7): Prevent fragmentation of wildlife corridors			▲				▲	▲						▲
▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
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Economic Development Element															
Goal 1: Foster an attractive, safe and comfortable environment			▲			▲			▲						
Goal 2: Adequate / efficient public services to support new development			▲			▲							▲		
Goal 3: Enhance visual impact of downtown / Establish downtown as focal point			▲	▲	▲	▲	▲		▲	▲	■	▲			
Objective 4.3 Create incentives for downtown redevelopment to achieve mixed use			▲	▲	▲	▲	▲		▲	▲	▲	▲	▲		
Objective 4.5: Enhance existing development / encourage 25% development of underdeveloped properties by 2015			▲	▲	▲	▲	▲		▲	▲	▲		▲		
Objective 4.6: Annex properties receiving city services as soon as contiguous			▲										▲	■	
Goal 5: Diversify & enable growth in Area's economic base						▲								▲	
Goal 6: Enhance recreational areas			▲		■			▲							
▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
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Recreation Element															
Goal: Provide sufficient & adequate recreation & open space opportunities	GOAL 7.04: Ensure adequate open space							▲	▲						▲
Objective 2: Maintain sufficient open space to provide harmonious balance between urbanization and spatial needs								▲	▲						▲
▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Intergovernmental Coordination Element															
Objective 1: Coordinate comprehensive plan with Hernando County comprehensive plan and plans of other agencies	Goal 8.01: Coordinate Hernando County comprehensive plan / LDRs with City of Brooksville and other agencies	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Objective 8.01A: Establish a program of ongoing coordination with other levels of government	■													■
Objective 3: Coordinate with FDOT, Hernando County & SWFWMD regarding levels of service		■											■		■
Objective 4: Coordinate location & extension of public facilities with County and other agencies		■											■	■	■
Objective 6: Coordinate annexations with County	Policy 8.01C(3): Develop joint planning efforts to review annexation	■		■									■	■	■
Objective 7: Maintain joint planning interlocal agreement with County	Objective 8.01C: Review existing coordination mechanisms / interlocal agreements with City	■		■									■	■	■
▼ Weakness ■ Neutral ▲Strength Blank = Not Applicable															

Strengths & Weaknesses: City of Brooksville Comprehensive Plan / Hernando County Comprehensive Plan Comparison															
Brooksville Comprehensive Plan	Hernando County Comprehensive Plan	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Intergovernmental Coordination Element															
Objective 8: Coordinate all large-scale development in fringe areas with County comprehensive plan	Policy 8.01C(7): Coordinate review of development located in Brooksville sewer / water service area	■		■									■	■	■
Policy 8-2: Verify adequate provision of wastewater treatment in all utility service areas	Objective 8.01G: Review LOS / Seek consistency												■	■	■
Objective 9: Coordinate with County on siting of locally unwanted land uses		■													■
Objective 10: Utilize informal mediation process															■
▼ Weakness ■ Neutral ▲ Strength Blank = Not Applicable															

Strengths Weaknesses Opportunities & Threats: Brooksville Community

Event / Issue	Stakeholder Involvement	Strengthen Existing Community	Compact Design	Downtown / Neighborhood Centers	Economic Diversity	Mixed Use	Open Space & Natural Amenities	Sense of Place	Walkable Community	Housing Choice	Transportation Options	Efficient Service Delivery	Paying for Growth	Regional Cooperation
Climate Change Adaptation		■	■			■	■							■
Energy Conservation / Greenhouse Gas Emission Reduction		■	▲	▲		▲	▲		▲	▲	▲	▲		▲
Economic Conditions / Trends		▼	▼	▼	▼	▼		▼		▼	▼	▼	▼	
Economic Development Goal Setting Study					▲							▲		▲
Economic Improvement Plan					▲					▲	▲			
Enterprise Zone		▲			▲							▲		
Community Redevelopment Plan		▲	▲	▲	▲	▲		▲	▲	▲	▲			
Downtown Design Guidelines		▲	▲	▲				▲						
South Brooksville Neighborhood Initiative	▲	▲						▲		▲				
Joint Planning Area		▲	▲		▲							▲	▲	▲
First Right To Refusal Service Area		▲	▲									▲	▲	▲
TBARTA		▲	■	■	▲	■		■	■	■	▲	■	■	▲
Greenways & Trails / Good Neighbor Trail							▲	▲			▲			▲
Transportation Concurrency Exception Area / Mobility		■	■	■	■	■			■	■	▲	■	■	■
▼ Weakness / Threat ■ Neutral ▲ Strength / Opportunity Blank = Not Applicable														

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

MINUTES

June 15, 2009

7:00 P.M.

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

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Juneteenth Proclamation

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

Mayor Bernardini read the proclamation in its entirety and presented it to Suzanne Touchton, who accepted on behalf of Just Us, Inc. She advised that the celebration this year will be from 10:00 a.m. to 3:00 p.m. on Saturday, June 20 at the Frederick B. Kelly Elks Lodge and everyone is invited to attend.

CONSENT AGENDA

Minutes

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

Conflict Waiver

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

Contract for Sale of Jasmine Drive Tracts A&B Easements

Consideration of contract and proposed budget amendments.

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

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

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Johnston for approval of the consent agenda.

REGULAR COUNCIL MEETING MINUTES – JUNE 15, 2009

Vice Mayor Bradburn requested discussion of items 3 and 4. Concerning item 3, the contract for sale of Jasmine Drive easements, she asked if the mitigation of the trees, especially the century old canopy of oaks, was discussed when the item was initially approved by previous Council. Council Member Johnston did not recall. She asked that staff review the item.

Mayor Bernardini pointed out that during the initial closing on the sale with Stewart Title Company it was determined there was a discrepancy between the legal description of Tract B and the actual survey. City Attorney Rey indicated both surveyors are standing by their surveys and have not agreed to amend. She further explained that there is a discrepancy between the survey that was used to convey the land to the City on the original purchase of the Good Neighbor Trail, through the Florida Communities Trust (FCT) Funds, and the survey provided to the City by the County to purchase the track for the Jasmine Drive expansion. Stewart Title indicated they made an attempt to contact both surveyors to identify the problem and negotiate a resolution but has not been able to do so.

City Attorney Rey further stated that this particular contract for sale contains provisions such that the City would not be responsible for the title deficiencies as a result of the discrepancies in the surveys. The railroad company that owned the property prior declined to amend their survey as well. The City has worked with FCT and the description the City is using for the purpose of the FCT grant that was used to purchase the land has been resolved. This particular Contract for Sale releases the City from having to be responsible for title deficiencies with respect to Tract B.

Vice Mayor Bradburn advised that she had met with the attorneys to ensure there are no private property owners that would be negatively impacted by the discrepancy.

Motion carried 5-0.

CITIZEN INPUT

Mayor Bernardini asked for citizen input; there was none.

REGULAR AGENDA

Mayor Bernardini indicated a request was made of Council to discuss Item 3, the Fair Association Agreement before Item 4, the Hernando County Enrichment Center agreement, because their attorney has a long drive after the meeting. Council consensus was to allow it.

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

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

Emory Pierce, Director of Public Works, reviewed the grant, which will help in the replacement of the City's old meters since the WRWSA grants focus on water conservation. Vice Mayor Bradburn indicated, confirmed by Director Pierce, that this will enhance the radio read program to the top 23 users who are either government or quasi-governmental users and affect the taxpayers' bottom line. She asked that Director Pierce stress in the application that it is taxpayers' money and we want to make sure that the public at large benefits from it.

REGULAR COUNCIL MEETING MINUTES – JUNE 15, 2009

Council Member Lewis asked if any of the money will be available to build the vaults needed by some of the meters. Director Pierce indicated the cost is included in the estimate.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval of Resolution No. 2009-07.

Mayor Bernardini asked for public input; there was none.

City Clerk Peters read Resolution No. 2007-22 by title, as follows:

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

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

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

Great Brooksvillian of the Year

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

City Clerk Peters indicated that last year's committee members John Tucker and Ron Daniel were contacted and offered their services should Council desire to reappoint them. Mr. Tucker also recommended Sandra Sullivan and Rhonda Hancock for Council to consider as the third member.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for the reappointment of John Tucker and Ron Daniel and the appointment of Sandra Sullivan as the third committee member. Motion carried 5-0.

Hernando County Fair Association Zoning

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

City Attorney Hogan reviewed the consideration of two (2) alternatives. The Fair Association has allowed participants of the fair to stay on RV sites located on the property and parking and maintaining of equipment pursuant to an agreement with North American Midway Entertainment, LLC (NAME). He is looking for guidance on whether this activity is in compliance with current city zoning of agricultural to allow for a one (1) year agreement with NAME which is in compliance with Florida Statute 616.256.

Attorney John Foster, counsel for the Hernando County Fair Association, indicated an amendment was made in 1993 to authorize Fair Associations to use their property for year

REGULAR COUNCIL MEETING MINUTES – JUNE 15, 2009

round activities but receive no funding. He indicated the one (1) year agreement with NAME will allow for tractor-trailer maintenance and storage. This will allow the City time to review the zoning and will not set precedence for a future agreement. The license agreement states provisions such as wastewater handling in accordance with Health Department regulations, clean up of garbage in appropriate containers and authority to remove objectionable persons. NAME has agreed to all use restrictions in the agreement. The Hernando County Fair has contracts with other entities for this type of use as do many other fairs in Florida that he represents. Council Member Pugh indicated his concern with gray water and asked if the Department of Health and Human Services inspected the eighty-nine (89) RV sites to determine sufficient holding capacity. Attorney Foster replied they have not in the past but will do so under this agreement.

Council Member Johnston recommended the creation of an overlay district be written into the City's zoning code that is unique to a fair.

Vice Mayor Bradburn indicated she has historic knowledge of fair operations and is familiar with state law pertaining to fair operations and the attorney general's opinion of Attorney Foster's request. The RV hookups were established for events. The proposed sublease does not conform to the agreements already in place. She expressed her support of the fair as a vital element of the community's social and economic well being. However, this type of use was never intended for that property and her position is to not support the one (1) year extension.

Council Member Lewis indicated he is in favor of the agreement indicating the Fair Association receives no money from the County or City and felt this to be a good move. He encouraged the Fair to be a good neighbor to the community to the south by adding a buffer. He supports Council Member Johnston's idea of creating an overlay district and this one (1) year timeframe will give Council time to determine use of the fair property.

Council Member Pugh asked if NAME would have utilization of the property for the entire year. Attorney Foster replied it is a five (5) month period from November 1st to March with most of the crew leaving for a month in December but equipment will be left onsite during the year. He indicated there are a lot more safeguards in place this year as compared to last year. Council Member Pugh stated his concern is the vagueness of State Statute but appreciates the effort in working with the City to determine a favorable outcome for all. He is in favor of the one (1) year agreement to give the City time to seek the attorney general's opinion.

Discussion continued of the zoning designation of the property and the rights of the Fair Association under Florida Statutes.

Vice Mayor Bradburn indicated that there is already State designation of fair activities and asked why an overlay district was needed. Council Member Johnston stated that by the City setting its own allowances, it would put limits on the use of the fair should they agree to it.

Vice Mayor Bradburn stated that in pursuit of the City creating an overlay district the fair would have to provide more information in the form of records and receipts.

Council Member Lewis felt creating an overlay district would avoid litigation and will give both sides a working agreement.

REGULAR COUNCIL MEETING MINUTES – JUNE 15, 2009

Council Member Johnston did not agree with approval of an agreement tonight but would agree to not pursue code enforcement issues for a year while staff works out the details.

City Attorney Hogan explained that counsel seeks direction from Council whether he should follow State Statute or the current zoning laws. Mr. Foster and the fair board have agreed to work with Council over the next few months to come up with a description of zoning they would be willing to comply with. City Attorney Hogan intends to avoid litigation and this would be resolution to the issue and would give direction to counsel and code enforcement staff on how to proceed.

Council Member Pugh reiterated that he does not want this to set a precedence, which Mayor Bernardini concurred with as well. City Attorney Hogan stated the Fair Association agreed it would eliminate the argument that precedence had been set by going forward tonight.

Joy Jackson, Fairgrounds Manager confirmed that NAME is not the organization that puts the fair on each year.

Mayor Bernardini had requested a breakdown from NAME of the revenue generated but has not received those figures as of yet. Attorney Foster stated that is the type of information you could be provided over the course of the year.

Mayor Bernardini asked has the Hernando County Board of County Commissioners been presented this for approval. Attorney Foster replied the county does not have any objection to the NAME use of the property. Vice Mayor Bradburn indicated the County has not yet officially made that determination. Mayor Bernardini would like it to be presented to the County to be aware of what is being proposed. Attorney Foster stated he would be glad to do that.

Council Member Lewis concurred with Council Member Pugh about the necessity of an agreement so that it does not set precedence and establishes guidelines agreed to by the fair.

Vice Mayor Bradburn stated agricultural land anywhere in the City or the County does not allow for heavy equipment operations, parking and maintenance and for the County to approve that activity would definitely set precedence. Parks and Recreation is a government entity the County once owned those fairgrounds in full. The use by AT&T is during an emergency operation only. This would not be a continual use of what has always occurred. This is a new use and she will not subject adjacent property owners to a constant RV park operation. She wants to work out all of these issues for the good of the community.

Attorney Foster stated in presenting this license agreement for Council review it is a testament to their good faith effort to work together. There are uses that occur on the fairgrounds today that have occurred for years which do not fit in the City's zoning code.

Vice Mayor Bradburn agreed with Council Member Johnston's suggestion of exploring a new zoning designation in and of itself. She would like to have discussions for a formal opinion from the Attorney General and definitely need strong buffering to be more esthetically pleasing and less impacting to adjacent neighbors. Documentation regarding financial, rental and use will have to be provided in a timely manner to further meaningful discussions. The City will have to reserve the right to act on any legitimate new violations affecting the public's health, safety and welfare. Attorney Foster stated that under the license

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agreement they are required to comply with all applicable laws, rules and regulations. A lot of Council's concerns are addressed in the license agreement and he wants to work with the City to make it a successful event.

Council Member Pugh stated the long term use of the RV's is what needs to be addressed and is in support of those efforts for a year. He would like to have the citizen complaint rectified. Attorney Foster indicated it would be taken care of.

Council Member Johnston suggested a report back to Council in December or January to monitor the situation since the actual license agreement begins in November.

Mayor Bernardini reiterated if there is a violation the City has to take action and not turn a blind eye to it.

Sandra Nicholson, President of the Fair Board indicated she has no problem planting as many trees as possible. However the complaint was cited from the golf course and this will not alleviate the view from there. Attorney Foster stated they will meet with the complainant and will try to resolve their concerns. Vice Mayor Bradburn indicated there were several complaints.

Vice Mayor Bradburn would like to include the items discussed for a motion such as: efforts to create a buffer that will reduce the esthetic impact to adjacent properties; the City to reserve the right to pursue any potential violations of health, safety and welfare; in good faith effort, provide documentation necessary to render an appropriate decision including financial, rental/lease records and other uses and pursue the Attorney General's opinion.

Council Member Johnston indicated the last two (2) items would be done by Council and not contingent upon them and could request the Fair Association address the buffer matter and have indicated that they would be willing to do that. Attorney Foster agreed and stated better esthetics may be achieved by simply relocating some trailers to the back of the property between the extension service and animal control.

Council Member Johnston stated it is on record that they would be willing to look into the buffer situation without having to include it in a motion. These could be addressed when setting up the zoning code and are able to be worked out in the agreement. This is not formalizing the agreement it is to authorize and proceed under Section 616 for a specified period of time while the issues are being worked out and to develop a code.

Mayor Bernardini would like to have, as part of the needed information, that the County is in agreement with the use of the property and a breakdown of revenue generated.

Council Member Pugh asked Mr. Foster to indicate on the map where the RV's were parked last year. Council Member Pugh stated that in between the golf course and the road there is a huge DRA and there seems to be adequate buffer where the RV's were parked. He has no problem supporting this for a year.

Vice Mayor Bradburn asked Ms. Nicholson and Ms. Jackson if they are in agreement with the conditions outlined.

Sandra Nicholson replied they are in agreement with planting trees and relocation of the trucks and NAME has agreed to fence and secure the area. She will supply previous rental

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records from NAME and a report in January. She will meet with the County Commissioners and have them put in writing that they agree with the lease. Mr. Foster stated he will get a letter from the County Administrator indicating that the NAME lease is not inconsistent with the memorandum of understanding.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Pugh to authorize and proceed under Section 616 for a specified period of time while the issues are being worked out and to develop a code. Motion carried 5-0.

Hernando County Enrichment Center Agreement

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

Mike Walker, Parks and Recreation Director reviewed areas of differences in the agreement and is looking to Council for direction. Council Members and attendees commented on each as indicated.

- Page 1 (first paragraph)

Attorney Mason wanted to be sure that in no way does it look like a partnership due to longevity of this agreement.

- Attorney Mason stated, due to the liability issues, it is not in the best interest of either party to enter into a partnership. Parties signing an agreement do not make them partners. However, there are still some insurance liabilities that attach to landlord and tenant relationships such as a third party.

- Page 3 - #3 Term of the Agreement

The agreement states forty (40) years and the Enrichment Center is requesting ninety-nine (99) years. Per Attorney Mason, “executed by both parties” is stating that the agreement has to be renegotiated.

- Council Member Lewis indicated Exhibit D Depreciation Schedule is based on a forty (40) year payout and he would like to see the lease time extended out to a sixty (60) year payout on an amortization schedule with the same option of renewing within six (6) months notice as previously stated. He feels sixty (60) years is a compromise to the ninety-nine (99) years requested by The Enrichment Center and feels that sixty (60) years is the life expectancy of the building. It decreases any liability of the City with a longer term for depreciation. The Interlocal with Hernando County Fire Service has the same type of amortization schedule and is prorated. He would also like the amortization schedule to reflect renewal after forty (40) years on the party that is leasing the building with the stipulation of a contribution after that time. In other words, prorating the first forty (40) years would increase the value more which would be over \$30,000 a year. Attorney Hogan stated if The Enrichment Center comes back to Council in the future with another 2,000 feet of space it would be negotiated according to what it is worth and giving credit for that. Attorney Mason indicated the amortization schedule should reflect the cash invested up front but the agreement should indicate modification of that amortization on a dollar for dollar basis of what is brought in by ECI in later grants.

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- Attorney Hogan recommended the forty (40) year term from the tax depreciation tables which is logical and comparable to the depreciation tables mandated by the IRS.
 - Council Member Pugh indicated the agreement is reasonable at forty (40) years being consistent with public lands but should have a renewal time period. The airport industrial park does lease agreements between thirty (30) and forty (40) years and that is all public land. Attorney Hogan asked would that be a mutual renewal or one sided. ECI will be making an initial investment as a lease payment which will be amortized over forty (40) years. They will essentially not be paying any rent after forty (40) years so a renewal period would be done without a fee. Attorney Mason stated he agrees with termination for cause and rejection of renewal for “cause”. Council Member Pugh indicated however Council works out the renewal is fine with him.
 - Attorney Mason stated the term of the agreement was originally ninety-nine (99) years with the amortization being over forty (40) years. City staff changed that to forty (40) plus forty (40) in the final draft that is before Council tonight. The renewal language in the draft needs to be clarified “*to be exercised in writing executed by both parties*”. ECI had always anticipated the agreement would be a discretionary renewal. This implies that it would be a negotiated renewal and contradicts prior discussions. All that needs to be done when there is an option to renew is the tenant writes a letter to the landlord stating their intention to renew.
 - Council Member Johnston stated forty (40) years is fine with him. He agrees with Attorney Mason and indicated that generally an option is not exercisable by the lessee without requiring the lessor to enter into it. However, there may need to be some nominal lease payment upon renewal of a forty (40) year agreement with no lease payments other than the contribution.
 - Mayor Bernardini indicated he has no problem with forty (40) years and “as executed by both parties” not knowing who will be here and what will be happening in forty (40) years. He does not want to tie the hands of future Council and The Enrichment Center. He feels the figures could be increased on the Amortization Schedule. Attorney Rey clarified the amortization schedule is based on \$600,000 State appropriation over the time frame. Attorney Mason stated they have \$100,000 from the County, a \$50,000 commitment from the Mining Association and an additional \$600,000 that may be coming from the Federal government. That all has to be factored into the amortization schedule.
 - Vice Mayor Bradburn believes forty (40) years is appropriate and would support a nominal fee or a balloon payment upon renewal stating that the City intends this to be a long term operation and The Enrichment Center should have confidence that there will be.
- Page 3 - #4 Environmental Matters
The Enrichment Center wants to make sure if anything comes up after the Phase I Environmental Study that the City of Brooksville is responsible for that cleanup.
 - Page 4 - #6 Programming Activities (last sentence)
The Enrichment Center feels that “*operate its programs within the building*” is too vague and would like it to read “*pro shop and museum after 4:00 p.m. Monday through Friday as provided below*”.
- Council Member Pugh is in agreement with not specifically designating which two (2) rooms to operate its programs and with the six (6) programming activities and

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the posted hours of the pro shop. He asked Mike Walker of the intention for long term use of the building and housing golf carts in the future. Mike Walker replied the golf carts will be stored under the overhang of the structure.

- Council Member Johnston suggested “*The City shall simultaneously operate its programs within the building as described below*”. Attorney Mason agreed and stated there has to be some clarification. However, he does not agree with the last sentence of 6(a) which states the City has directive authority over the nature and timing of The Enrichment Center’s programming activities.
 - Mayor Bernardini has no problem with the way this section is written. He likes the third party dispute resolution for long term. But on short term, the City Manager should be able to decide a dispute, including The Enrichment Center’s space.
 - Council Member Lewis does not see a problem with this section because there will be good communications between both parties therefore eliminating scheduling conflicts. He indicated the Enrichment Center in Spring Hill takes good care of their property and it is something for them to be proud of.
- Page 4 - #6(a) Calendaring/Scheduling (halfway through paragraph)

Attorney Mason agrees to designate one (1) of the three (3) rooms to the City for recreational programs with children.

 - Council Member Lewis commented on “*The City Manager shall have the sole and absolute discretion final authority*” referring to Attorney Mason’s memo dated June 11th under item 19 page 6. He is in favor of the verbiage under 19(a) “*If scheduling conflicts arise, the City Manager and ECI’s Executive Director or their respected designees shall have sole and absolute discretion and final authority to determine both the appropriateness and scheduling and the priority both of any event being held or to be held at and any other use of their respective space with due consideration being given by each to the scheduled and planned events of others*”. He stated this shows cooperation between the two (2) parties. The agreement lays out the space for the pro shop, the museum and also for ECI.
 - Page 4 #6(a) Calendaring/Scheduling (last sentence)

The Enrichment Center feels that the City Manager should not have the final decision as stated “*the City’s Manager, shall have sole and absolute discretion and final authority to determine the appropriateness, scheduling and priority*”.

 - Attorney Mason stated the calendaring and scheduling language is part of the Programming Activities section. Until 4:00 p.m., The Enrichment Center is going to be programming for the entire building excluding the pro shop and museum areas. The City could use one (1) of the classrooms, if it is not otherwise scheduled, during those hours. After 4:00 p.m. the City will have primary use of two (2) rooms. If the City does not have something scheduled for either of those rooms then The Enrichment Center could use them if need be. This is where one of the “absolute discretion” issues comes up and could be interpreted to mean that the City Manager has the sole authority under those two (2) scenarios. He feels the proper way to handle that would be that each party makes the decision on the use of their own space. He is concerned with the simultaneous language in paragraph 6. If the word “program” is deleted and pro shop and museum is substituted then the word “simultaneously” works because that is what will be happening. However, to the extent that there will be other City programs to operate simultaneously that would have to be qualified by stating “*after 4:00 p.m.*”. He indicated Paragraph 12, Dispute

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Resolution, has the same dispute such as scheduling which can be resolved by stating that “*during the hours before 4:00 p.m. ECI has scheduling authority in the entire building and the City has scheduling authority after 4:00 p.m.*” There are two (2) rooms that are on the upper floor that are adjacent to the rooms that hold the pro shop and mining museum. He would like to see written in the two-room paragraph that it is those two (2) specific rooms, to avoid a dispute in the future.

- Mike Walker commented that he would differ from that as far as the upstairs space for the classrooms because with the First Tee Program he envisions a golf simulator indoors to teach children how to swing a golf club and computers in the build out area for seniors and youth. Attorney Mason indicated there are three (3) spaces on the second floor; pro shop, mining museum and the area of those two (2) classrooms. The golf simulator and computers would not be in the same room with the mining museum.
- Debbie Druzbeck, Director of the Enrichment Center, stated that Mike Walker is referring to the addition and not the main house. In the addition, 2,000 square feet of the main floor will be divided four (4) ways. In the area where the golf simulator is going to go is where The Enrichment Center athletic programs will take place. She does not feel it necessary to state in the agreement which specific two (2) rooms are used as long as it is stated two (2) rooms. That is a management issue.
- Council Member Johnston does not have a problem with day to day operations being worked out between ECI and the City Manager. If it comes to bigger things there is a lead in time as discussed at one point and maybe having a third party picked by the two (2) parties to dispute an issue.
- Council Member Lewis cannot agree with absolute authority during an emergency situation should the City Manager be out of town. The decision should go back to each party over their own space. There has to be a collaborative effort of whose space and the decision being made on a major issue. If The Enrichment Center gets the additional \$600,000 that needs to come back to the City Manager and Council with the plans to show desired improvements. This would be out of courtesy and a good working relationship.
- Vice Mayor Bradburn feels the Sole Discretion Clause could be worked out if a reasonable time table is built into the clause. It is not meant to pre-empt programming or put undue burden upon The Enrichment Center but simply meant to give reasonable decision making ability to the City in the event of a short term conflict. Longer term conflicts will have time for a third party intervention. It is to alleviate Attorney Mason’s concerns and still ensure trivial matters are not put before the attorneys and judges.
- Nick Morana indicated in the event of an emergency The Enrichment Center will relinquish control of the building to the City to allow Emergency Management to move in.

- Page 5 - #7(c) Premises Maintenance Fund

The Enrichment Center’s draft agreement stated they would work hard to raise the funds to go into a special fund controlled by the City. However, it did not state an amount or a percent so City staff felt that it was necessary to put some type of dollar amount or percent to go into this fund. The Enrichment Center is in disagreement with this section. If there is no dollar amount or percent provided the City will have to budget 100% of the operating cost and have no way of knowing what would be their contribution.

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- Attorney Mason indicated they do not have \$10,000 unless an in-kind contribution is made. ECI is operating on a monthly stipend from Oak Hill Hospital with a ten (10) year agreement that expires February 2011. If the City can get that agreement extended then the funding could continue. ECI also has an agreement with Oak Hill Hospital to make contributions to their expenses by holding various limited fund raising events. Members are charged \$15 a year which goes towards operational expenses and does not cover what ECI provides to its members. ECI has no capacity to raise that amount of money.
 - Council Member Pugh understands the upfront cost of \$10,000 as being difficult to come up with. This is standard for maintenance of the building with other rental leases and is to avoid the City incurring all the cost. Perhaps a monthly fee could be worked out instead of the initial contribution.
 - Council Member Johnston agreed with Council Member Pugh that there has to be a compromise agreeable by all parties since it is standard procedure to pay monthly.
 - Mayor Bernardini indicated he does not have a problem with that since it is less than \$1,000 a month.
 - Council Member Lewis referred to 7(b) Repair and Maintenance. He indicated the City will be responsible for repair and maintenance of the building and if there is some damage done by ECI they will be responsible for that damage. As for taking the sign down at JBCC, he would rather they leave the sign and just paint over their advertisement.
 - Vice Mayor Bradburn stated that in the realm of government services when the economy gets tough the first elimination is recreation when you only have so much revenue to support city services. It is a luxury compared to fire, police, making sure the sewer operates and the water flows, even though recreational programs are economically needed to promote and foster city growth. This is a long term agreement so how do you build in protection that the facility does not just offer recreational services to older adults and not children or young adults. Attorney Mason did not agree and indicated recreational services are most needed during economical distress times when people need the distraction. Vice Mayor Bradburn, referring to the \$10,000 contribution indicated she is aware ECI operates on stipends and times will get tougher in the coming years, but the City will now have a contract that will come with obligations such as paying utility bills. There has to be some mechanism for budgeting purposes.
- Page 6 - #9(a) Insurance

The Enrichment Center is requesting that the City provide additional insurance to them due to the City's sovereign immunity but legal does not recommend this.

 - Council Member Lewis indicated both parties carry liability as indicated under section 9 Insurance. The City is requiring ECI to carry insurance.
 - City Attorney Hogan stated he feels this agreement provides the best protection for the City. City Council has to decide which protections to take or compromise. There are business decisions that have to be made to take on more risk than may be recommended. He recommends reasonable insurance coverage. The City is covered by its own insurance and sovereign immunity and he does not recommend going any further than that.
 - Council Member Johnston indicated insurance is to cover liability issues as mentioned by City Attorney Hogan and does not want to be put into a position that an activity cannot be held because the City Manager decides it could be a danger.

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Any program of ECI would be covered under Insurance held by ECI. Vice Mayor Bradburn stated that sentence does not refer to every day scheduling or types referred to Event Standards under paragraph 6(c). Attorney Mason stated as long as this language is clarified that it only applies to the City's spaces and not to ECI. Vice Mayor Bradburn stated she does not agree. Council Member Johnston agreed with reasonably requiring additional insurance.

- Council Member Pugh feels extra insurance is not unreasonable. Attorney Hogan stated he agrees with using the word “reasonable” which is commonly used but “reasonable” is the word you would litigate over and “absolute discretion” are words you do not litigate over.
- Attorney Mason indicated the City should provide some insurance for ECI benefit. The City has sovereign immunity up to \$100,000 as a member of the self insurance fund. However, there is potential for both parties to be sued. The City could provide an insurance policy for specific purposes over the \$100,000 exemption. Council Member Johnston indicated the City providing insurance would create a partnership which neither party intends on. Attorney Hogan indicated the City Code of Ordinances states “No contract entered into on behalf of the City shall contain any provision by which the City agrees to indemnify or to obtain insurance for the benefit of any other party to the contract”. In order to do that the code would have to be amended. Attorney Rey clarified that is in the City Charter. Vice Mayor Bradburn indicated that was voted on years ago with overwhelming support.

- Page 6 - #9(b) Insurance

The Enrichment Center wants to delete “in the City's sole and absolute discretion”

- Attorney Mason referred to paragraph 9(b) and stated staff was going to change to “reasonably request additional insurance”. Should additional coverage cost more than ECI can pay then that would be breach of contract but are willing to provide additional coverage within reason and not a standard of absolute and sole discretion.

- Page 6 - #12 Dispute Resolution (last sentence)

The Enrichment Center wants to delete “The City Manager shall have final authority to resolve any such matter except as otherwise provided herein”.

- Council Member Lewis would like a joint effort on both parties to have consensus and input on problems that may arise. He stated two (2) important items for both parties are communication and scheduling. He is in favor of the project if a consensus can be reached. This is a project the City could never do by itself due to lack of funds during hard economic times. He does like the third party resolution but he does not feel it will ever come to that point. If Attorney Hogan could come up with “cause” if it has to be worded “just cause” maybe that clarifies it more. He does not want to make it difficult because there are many interpretations. Attorney Mason stated that generally an agreement that has a termination for cause provision in it recites that cause is a material breach of the agreement.
- Council Member Pugh suggested a review board similar to the State where both parties choose a third party mediator to sit on the board. He stated in the case of use of the entire facility would require one or the other to move an event.
- Vice Mayor Bradburn stated that would be for long term events and would not address the everyday events. There are guidelines set so there should not be a

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conflict. She stated there would have to be timeframes. It would be unreasonable for the need of a board for short term decisions.

- City Manager Norman-Vacha stated legal staff has recommended that language and advised that it be retained from the City's liability side.
- Attorney Hogan feels it appropriate to have a dispute resolution process in favor of the City allowing the City Manager to ultimately resolve disputes because that would avoid the possibility of litigation. Council could direct legal staff to establish an arbitration panel as recommended by Council Member Pugh.

- Page 7 - #15 Termination Payment

Referencing the depreciation schedule in the packet as Exhibit D, The Enrichment Center feels it is necessary that there is always a minimum of \$100,000 payout regardless of what year it is in. At thirty three (33) years it drops below \$100,000 and they are asking that those remaining years remain at \$100,000.

- Attorney Mason indicated the payment that would be made by the City applies only in two (2) instances; if the City terminates the agreement without cause in six (6) months then the termination payment applies and if The Enrichment Center leaves without good cause. He does not want to change the language but just wants to be sure it is understood how the termination payment is determined. If there were only two (2) years left on the agreement there is no defense to a very small payment obligated by the City. Attorney Hogan indicated there are no lease payments made over those terms of years there is just the initial investment by the Enrichment Center. Attorney Mason stated there is no issue if the six (6) months termination clause in paragraph 14 "Termination" is taken out. Attorney Hogan indicated with a forty (40) year lease should an automatic right of renewal be granted, then there is an eighty (80) year lease over which to amortize that investment period. Termination clause is in there for the City's benefit but it could be written in as only for "cause". Attorney Mason stated he would not have a problem with termination "with cause" but termination "without cause" troubles him. Attorney Hogan stated "cause" would have to be defined. Attorney Mason stated it should be the goal to make it difficult for either party to terminate the agreement. Further, Attorney Mason felt the need for the amortization payment could be done away with in the removal of the option of "termination without cause".
- Council Member indicated he does not have a problem with expecting to pay \$100,000 for the building after a certain amount of years.
- Council Member Johnston indicated he does not have a problem with saying for "cause" but to agree on the definition of cause could be an issue. It would seem better to not have to make an attachment defining "cause" and the wording is okay the way it is.
- Mayor Bernardini indicated he does not have a problem with the way it is and to add the extra figures. The only issue both parties disagree on is the dispute resolution.

Nick Morana, Chairman of the Board of the Enrichment Center, distributed a layout of the building. He stated the City owns the building and ECI is the tenant occupying the building. ECI Programs are planned a month in advance. Should the City need the building on a certain date ECI would have no problem with that but it would be unreasonable for the City to give a one (1) day notice.

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Attorney Mason stated the language in paragraph 5(c) regarding the kitchen needs to be expanded. ECI is installing an industrial kitchen and there has to be a limited access to the kitchen due to potential damage. Also, Meals-on-Wheels is a primary program of ECI. They set up as early as 8:00 a.m. for serving lunch. The delivery schedule varies from day to day. The kitchen needs to be available at this time until the program is completed between 2:00 and 3:00 p.m.

- Council Member Johnston indicated he has no problem with defining that more specifically in the agreement because Meals on Wheels is an important project. The City should have no objection to that.
- Mayor Bernardini indicated he agrees with making up some type of language change so that it is agreed upon between both parties as to how that kitchen is used.
- Vice Mayor Bradburn stated she does not want people walking in and disturbing The Enrichment Center's daily operation. There needs to be assurance the equipment is operational and no one has raided their supplies. The City needs to protect those assets. However, at the same time the City may request use of the kitchen for special occasions with reasonable expectation for approval.

Attorney Mason indicated under paragraph 5(i), Subsequent Improvements, about two-thirds of the way down "The ECI shall bear all cost and expenses incurred as a result of improvements to the premises of the building that are necessary to accommodate operational needs of the ECI" and assumes this refers to what will be done by ECI up front. ECI has \$750,000 in cash plus in-kind contributions. The kitchen will be contributed. The road leading into the building is in disrepair and ECI has a contractor who has agreed to pave the road. ECI is bringing in well over a million dollars of total value to the project.

Director Walker explained the language that was just stated is also in the Jerome Brown Center Agreement with The Enrichment Center. For instance, at JBCC a new Enrichment Center sign was installed and several poles were put into the building. When the sign comes down there will be damage to the exterior of the building. Attorney Mason replied he has no problem with it and would expect that but would like the language clarified so that the next person in his place will understand it.

- Council Member Pugh indicated he was in agreement with Attorney Mason.
- Mayor Bernardini indicated he understands that if you mess it up you fix it.

Attorney Mason stated The Enrichment Center had a HUD federal grant of \$600,000 of which the time schedule expired. He is hopeful the HUD appropriation for this year is going to include \$600,000 for this project which would also be invested along with \$750,000 for a total of \$1,350,000. That is all the more reason to include stringent protections. The amortization schedule is going to have to include that additional \$600,000. That money could build a second story onto the build out and a two-story additional build out. Attorney Mason read an email from Justin Grable in Washington, DC regarding the labor HHS bill which will hopefully contain the funding for the Enrichment Center and will have more news in a few weeks.

Vice Mayor Bradburn indicated clarification is needed on a few items prior to going through the document. She stated compromise can be made once it is understood that the parameters under this project involves taxpayers' money, public assets and limited expenses.

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Discussion ensued regarding an option of locating the Enrichment Center to a facility in The Grande.

- 5(f) – Mining Museum space

Vice Mayor Bradburn indicated she hopes to keep the Mining Association excited about the museum. There should be directions and displays of museum signs in the building including the common areas to be a greater part of the facility. This section would be a good place to clarify that goal. Attorney Mason agreed that the mining museum would be spread throughout the facility and every available space would have some part of the museum. The Mining Museum came to ECI with a request for some area where they could have meetings and this was in the first agreement. It can be written in that museum exhibits can be displayed around the building. Ms. Druzbeck stated other groups in Hernando County that need to have meeting space will be worked out by her and Mike Walker. No political or religious meetings can be held. But she feels it does not need to be in the agreement. The concrete structure, to the left of the building, is designated to the mining museum and they have a plan. Vice Mayor Bradburn indicated she is aware of the plan.

- 6(c) Event Standards

Vice Mayor Bradburn stated she is always mindful of the City's image and this section is too broad and should read "any event held by either the City or ECI in the space shall serve a public purpose". This would give a greater protection for the City's image. Her concern is with each generation socially accepted guidelines are weakened. She would like this section reviewed further between the attorneys.

Mayor Bernardini indicated staff will have to go back and interpret this entire discussion and get back to Council to come up with an agreement both parties will agree on.

Attorney Hogan indicated they will make a serious attempt at Council direction. He assured everyone including Attorney Mason that Mr. Walker, Ms. Rey and the City Manager have continually worked hard on this and we will get it done in short order.

Vice Mayor Bradburn stated she appreciates all the work and got updates regularly so she was aware it was constantly being worked on and never had any doubts. She thanked all for their hard work. She appreciates The Enrichment Center's efforts to get this done because this is a win-win project.

Attorney Mason indicated he will be out for the month of July and asked for a special meeting before the end of June. Attorney Hogan asked Attorney Mason to appear electronically for the meeting because he cannot promise to be able to adjust his schedule to get it done by the end of the month.

Council Member Pugh commented he realizes everyone has worked hard on this agreement but it appears the City and ECI are apart on some sections. He feels with City staff going back and forth negotiating would put Council in the same position at the July 6th meeting. There are six (6) or seven (7) issues that could be voted on tonight. Attorney Mason did not agree and feels the attorneys and staff should come back with a synthesis of what has been said to put before Council. Council Member Pugh feels there has been a consensus on a lot of the issues. Council Member Lewis would like some clarity as to what has been said tonight by what the majority of the board feels is acceptable and then Attorney Mason will

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know how to approach his board. Vice Mayor Bradburn stated she will not vote on something until she sees it in writing. Council Member Johnston agreed.

Mayor Bernardini indicated the Enrichment Center grant is for a special needs shelter and indicated his concern when it is no longer a special needs shelter. Attorney Mason stated if the terms for the federal grant are the same as they were last time it required both functions. The wording for the state grant is the same because it is a community service directed toward senior and elderly and that is part of what they liked about the grant. Attorney Mason did not agree with attending the meeting via teleconference.

CITIZEN INPUT

Mayor Bernardini asked for citizen input; there was none.

Joe Johnston, Council Member

He indicated that he would not be attending the next Council Meeting.

Lara Bradburn, Vice Mayor

She commended Public Works Utilities staff for their diligent work “uncovering what lies beneath the grounds of Brooksville” in the last few days and appreciates their efforts.

T. Jennene Norman-Vacha, City Manager

She reminded Council that the first budget workshop will be on June 29th at 6:00 p.m.

Richard E. Lewis, Council Member

Customer Appreciation Day at Dairy Queen is on June 27th with everything at half price.

Joe Bernardini, Mayor

He thanked all the City employees that were able to attend the picnic last Saturday and indicated everyone had a real good time. He thanked sponsors; Mr. Robert Watts of Publix, Steve Smith of Walmart, Rooster's Café, Papa Joe's Restaurant, Joe and Donna Geratana of The Healing Waters Day Spa who gave gift certificates, A Touch of Quality Cleaners also gave a gift certificate. He also thanked the department heads, the City Manager and City Council for helping out in providing some financial aid.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 11:10 p.m.

City Clerk

Attest: _____
Mayor

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

MINUTES

July 6, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members, Richard E. Lewis and David Pugh present. Also present were Thomas S. Hogan, Jr. and Jennifer Rey, City Attorneys; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Mike Walker, Parks and Recreation Director; Bill Geiger, Director of Community Development; Emory Pierce, Director of Public Works; and Tim Mossgrove, Fire Chief. A member of the Hernando Today was also present.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Certificate of Appreciation

Presentation to the Beautification Board's student member, Haley Sasser for her dedication and commitment to the board from March 2008 to June 2009.

Mayor Bernardini and Beautification Board Chair Sally Sperling presented the certificate to Haley Sasser.

Parks & Recreation Month Proclamation

Presentation of proclamation as issued by Governor Charlie Christ which designates July as Parks & Recreation month.

Mayor Bernardini read the proclamation in its entirety and presented it to Director of Parks & Recreation Mike Walker.

Men and Co-Ed 2009 Spring Adult Softball Tournament Champions

Presentation of awards to the winners of the 2009 Spring Softball tournament.

Mayor Bernardini and Director Walker presented the trophies to the Men's end of the season tournament champions Coney Island Drive Inn team representative Carl Whitehouse.

Mr. Whitehouse indicated their team will be playing August 16th at Tropicana Field after the Ray's versus Toronto game.

Mayor Bernardini expressed his appreciation to Blair Hensley and Coney Island for their continued sponsorship of sports in the City's recreation program.

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Proclamation – Allison Donato, Miss Florida National Teen 2009

Congratulatory proclamation to Ms. Donato in acquiring the title of Miss Florida National Teen 2009.

Mayor Bernardini read the proclamation in its entirety and presented it to Ms. Donato.

Ms. Donato thanked Council for the Proclamation and indicated she will be at the national finals held in Nashville, Tennessee on July 24th and this will help with her interview of onstage questions with the judges.

Vice Mayor Bradburn wished Ms. Donato all the best in Nashville and indicated that she has brought great honor to the City of Brooksville. The competition will be held on August 1st.

Resolution No. 2009-09 - Linda Sidor Retirement

Consideration of Resolution Code Enforcement Officer, Linda Sidor, who will retire from the Community Development Department July 7, 2009, after more than 13 years of service.

Mayor Bernardini read the proclamation in its entirety, which will be presented to Linda at her retirement ceremony.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Pugh for approval of Resolution No. 2009-09.

Motion carried 4-0 upon roll call vote as follows:

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

2010 Census Presentation & Proclamation

Presentation of the 2010 Census.

Mayor Bernardini read the proclamation in its entirety and presented it to Noel Carvajal.

Noel Carvajal, Partnership Specialist U.S. Bureau of the Census thanked Mayor Bernardini for support of the 2010 Census, City Manager Norman-Vacha and Director Geiger for working with him to bring the 2010 Census information to Brooksville. He proceeded to review the issue, stating that even illegal aliens will be counted in the April 1, 2010 Census. Vice Mayor Bradburn asked for clarification of this, which Mr. Carvajal confirmed that everyone will be counted including people with no documentation to be in the United States legally since they are using services. Vice Mayor Bradburn asked if that was due to the President's administration trying to secure rights, benefits, and welfare for illegal aliens. Mr. Carvajal replied if they are not counted it will be hurting the cities since they are using schools, hospitals, roads, etc.

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Council Member Lewis asked if the Bureau of the Census will be furnished with a current updated list of all the annexations since 2000 and how will the list of residents be computed. He disagrees that illegal aliens should be counted because it takes away jobs from legal residents. Director Geiger advised that an update is provided to the Census Bureau annually including annexation activity. The City's address database has been updated and coordinated with the Property Appraiser's Office to ensure accuracy of the information.

Mr. Carvajal further elaborated on the look-up program.

City Manager Norman-Vacha indicated staff will be sending information out to the community asking people to be counted since it is very important to the City.

City of Brooksville Economic Development and Community Website Showcasing

Review of proposed project for website showcasing of the City of Brooksville's community and business development.

Dennis Wilfong, the City's Ambassador of Commerce and Employment, elaborated on the addition of adding video to the website, which will be beneficial to the City. He also indicated it will help current businesses as well as prospective new businesses with no cost to the City.

Vice Mayor Bradburn commended Mr. Wilfong on his aggressive and imaginative efforts to promote the City.

Council felt the DVD to be an excellent idea and thanked Mr. Wilfong for his efforts.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval to move forward with the project in promoting the City and economy and for any monies above the cost of the project to be put back into the economic development fund. Motion carried 4-0.

Mr. Wilfong indicated volunteers Carla Looper and Michael Herd have offered to sell ads.

Vice Mayor Bradburn stated she would like to share her ideas with Lenny Hoosenbaws in an effort to sell ads.

CITIZEN INPUT

Seward Farnham of 816 Village Drive in Candlelight, next to the Quarry Golf Course, stated his concern of water in his back yard from the golf course due to the redesigned retention pond. City Manager Norman-Vacha indicated Mr. Farnham's email has been passed along to Directors Pierce and Walker to address and resolve any concerns or issues.

Wayne Milligan, Assistant Scout Master of Troop 71 and merit badge counselor indicated his troop is present because they are working on a merit badge for communication and asked Mr. Farnham to repeat his concern since the microphone was not working. He indicated Mr. Alex is working on his Eagle project and Mr. Boss just finished benches and bat boxes at

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Silver Lake for his merit badge and will soon be an Eagle Scout. There have been three (3) boys in the last year to make Eagle Scout and three (3) more are on their way. Council Member Pugh commended Mr. Adair for working on his Eagle Scout and indicated he was a very good student at Nature Coast.

CONSENT AGENDA

Minutes

April 6, 2009 Regular Meeting
May 4, 2009 Regular Meeting
May 18, 2009 Regular Meeting
June 1, 2009 Regular Meeting

Progress Energy Easements for Hope Hill Well and Good Neighbor Trail

Consideration of easements to allow Progress Energy to set poles and supply the two locations with electricity.

Brooksville Housing Authority Board Appointment

Request for Council concurrence of Mayoral re-appointment of Cliff Manuel, Jr. to the Brooksville Housing Authority Board for a 4-year term of office through June 30, 2013.

Great Brooksvillian Screening Committee Reappointment

Consideration of request by the Historical Association to replace Ron Daniel with Maxine Matilainen to serve on the Great Brooksvillian Screening Committee.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of the consent agenda. Motion carried 4-0.

REGULAR AGENDA

Hernando County Property Appraiser Lease Agreement

Notice of Hernando County's intent to Terminate Lease and vacate space. Request for forgiveness of lease payments for September, October and November 2009.

Larry Jennings, Deputy County Administrator reviewed the agreement and requested Council forgiveness of the lease payments from September to November.

Vice Mayor Bradburn requested working out a deal for the remainder of the lease agreement in exchange for computers being replaced by the Clerk of the Courts office. Mr. Jennings indicated the transfer is being considered and he is in the process of preparing a recommendation to the Board of County Commissioners.

Motion:

Motion was made by Council Member Pugh and seconded by Council Member Lewis for forgiveness of the payments in exchange for the equipment and maintenance of the equipment for a period of time. Motion carried 4-0.

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City Manager Norman-Vacha thanked Mr. Jennings and indicated he works well with City staff. She expressed that there have been many accomplishments and savings due to cooperative efforts.

Ordinance No. 776 – City of Brooksville & People’s Gas System, A Division of Tampa Electric Company (TECO), Franchise Agreement

Request from Peoples Gas for proposed language change dated June 18, 2009.

Attorney Rey briefly clarified the amended ordinance and proposed agreement.

Mr. Leroy Sullivan, a representative of TECO People’s Gas System, indicated Attorney Rey has sufficiently outlined the proposal.

Mr. Lewis asked why the natural gas on Mildred Avenue has not been put into service. Mr. Sullivan replied it is available but a request for gas service would be needed and would then be run to their home if feasible. He thanked City staff for their cooperation and help.

Motion:

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

City Clerk Peters read Ordinance No. 776 by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, RENEWING ORDINANCE NO. 596 FOR A TEN YEAR TERM; RENEWING A GRANT OF A NONEXCLUSIVE FRANCHISE TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, TO OPERATE AND MAINTAIN NATURAL GAS SERVICE IN THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE CITY OF BROOKSVILLE REGULATIONS AND USE OF THE GAS SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND THE MONETARY CONSIDERATION TO BE PAID THEREFORE BY THE COMPANY TO THE CITY AND THE METHOD OF PAYMENT, PROVIDING AN OPTION TO RENEW; AND PROVIDING AN EFFECTIVE DATE.

Motion carried 4-0 upon roll call vote, as follows:

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

Building Division Services Relocation

Consideration of Amendment #1 to the original agreement between Page Dixon Chandler Smith, LLC (PDCS) and the City subject to review, amendment and approval by Legal Counsel and authorization for the Mayor to sign.

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Director Geiger reviewed the issue and the space to be occupied by the Building Division in City Hall, which is being done to cut costs. Amendment No. 1 enables and provides for the City to lease space to PDCS.

Council Member Pugh indicated this relocation will reduce the permit fees that were recently increased and the benefits of having one location. He is in favor of leasing the space for a dollar since the space is not being utilized.

Attorney Rey indicated an addendum to the agreement provided addresses possible tax implications due to the City engaging in a lease with a private for-profit entity. There are both statutory and constitutional protections relative to space utilized for a municipal purpose. Article 11 is being proposed to state if there are any tax implications as a result of this agreement that the tenant would bear the cost of any of those tax implications even though she feels there will not be any. Council Member Lewis indicated he brought this to the attention of the City Manager because when the building was purchased there was consideration of space being leased and at the time the tax assessor's office indicated there would be a tax consequence on the square footage leased to a private entity. Attorney Rey advised there is a municipal purpose exception that allows contracting with a private entity to provide a governmental service when it is distinguishable from leasing space that is doing any other kind of private service. There are different standards for municipal owned property versus county owned property so the sales tax exemptions, applications and ad valorem exemptions are different. In the future, if this should change, Article 11 as proposed will help address any of those issues.

Council Member Pugh asked Lewis Chandler of PDCS if he was aware of Section 11.1 in regards to the taxes. Mr. Chandler advised he discussed it with Hogan Law Firm today and he has no problems with it. Vice Mayor Bradburn stated she agrees with the City Attorney to err on the side of caution by including Article 11 in the agreement. She indicated that the hospital agreement was a different matter because there was a court precedence set and she does not see a conflict.

Motion:

Motion was made by Council Member Pugh and seconded by Council Member Lewis for approval, including Article 11. Motion carried 4-0.

Mayor Bernardini commended Mr. Chandler and PDCS on the many positive comments through the building department process. He expressed his concern between the savings in rent and increasing the permit fees that the cost does not get out-of-hand. Council Member Pugh indicated that once they move the cost can be reevaluated and possibly decreased. He also commended Mr. Chandler and PDCS for a pleasant working experience stating he has heard very positive comments.

Vertex Communication, LLC – Communication Tower

Consideration of lease agreement to authorize construction of a wireless telecommunication facility on City property.

Mike Walker, Director of Parks, Facilities & Recreation briefly reviewed the issue. The property is now zoned C-2 and would need a special exception use for the tower.

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Vice Mayor Bradburn stated she is usually against communication towers but the camouflage techniques will not deter from the esthetic value of the City's canopy. She is very pleased with the proposed flagpole-type design and would support it.

Mayor Bernardini stated the funds raised will be put back into the Parks and Recreation Department budget and asked for consideration of approval.

Council Member Lewis indicated his preference is Location C near the entrance to Quarry Golf Course, which would showcase the City, but also felt Location A, between the ball fields at Tom Varn Park, would be a good second choice. He thanked Director Walker for his great work and encouraged Director Pierce to locate vacant lands within the City to erect more towers in the future to generate more revenue.

Vice Mayor Bradburn suggested a support base, such as a polyethylene lattice fence that is nicely landscaped, to further enhance the appearance.

Council Member Pugh supports the design as long as Vertex is willing to maintain it. It is important to provide flags on an as-needed basis. His only issue with Locations C and A is the physical size of the fence and the requirements. He felt it would hamper pedestrian traffic in those areas, but indicated he is in favor of Location B because it is still visible but there are already a lot of trees in the area that will hide the bottom portion and it is away from pedestrian traffic. Mr. Walker advised the height of the tower is one hundred and fifty (150) feet.

Council Member Lewis indicated Location D is set back but still visible from the road and would be easier to service. Council Member Pugh stated that would be a viable option and is in favor of the funds going into the Parks budget.

City Manager Norman-Vacha indicated this item would come back to Council for a special exception use. The location would be determined and the special exception process would be followed.

Mayor Bernardini asked that staff keep Council informed when the location is decided so they may take a look at the site prior to making a decision on the special exception use.

City Manager Norman-Vacha requested allowing City staff and the City Attorney to negotiate terms in a proposed lease provided by Vertex. Approval tonight will allow the City Attorney to work with Director Walker in developing the terms and with Director Geiger and his staff on the special exception use. There are several revenue options that are being considered at this time.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Pugh for approval. Motion carried 4-0.

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Resolution No. 2009-08 American Recovery and Reinvestment Act (ARRA) Grant Acceptance

Consideration of resolution accepting grant in the amount of \$1,370,200 through the Small Community Wastewater Facility Grant and Loan Program.

Emory Pierce, Director of Public Works, briefly reviewed the issue. He indicated approximately \$1.3 million of the loan amount will be forgiven as a grant. The loan amount will be \$1.064 million with a term of over twenty (20) years making the annual payments \$67,556. The monies will be used to continue the sewer rehabilitation project of an additional 25,000 linear feet of the old petrified clay pipelines which has already been selected. There will be no consultant fees due to in-house contracting. He asked for approval of the resolution and advised that any future related documents would need to be review by the City Attorney. He indicated this project would be done through the RFP process and enterprise funds will repay the loan.

Vice Mayor Bradburn stated this project pays for itself in the long term since rehabilitation of the pipes would lower cost with less water to treat.

City Manager Norman-Vacha indicated the project would not begin until next fiscal year 2009/10 and therefore would be in the next budget cycle coming out of the enterprise fund. She stated this project has long been a priority for the City of Brooksville and staff has worked hard with Director Pierce in securing this grant with a low interest rate. This allows priorities to be put forward and limit the expense to utility customers in an effort to enhance the system.

Director Pierce informed Council the repaving project on North Avenue will be going out to bid shortly.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of Resolution No. 2009-08.

City Clerk Peters read Resolution No. 2009-08 by title, as follows:

A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE, FLORIDA, ACCEPTING AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 FUNDING THROUGH THE SMALL COMMUNITY WASTEWATER FACILITY GRANT AND LOAN PROGRAM, AND PROVIDING AN EFFECTIVE DATE.

Motion carried 4-0 upon roll call vote as follows:

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

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Ordinance No. 774 – Impoundment

Consideration of ordinance addressing junked and abandoned vehicles and setting forth procedural requirements for impoundment of vehicles used in conjunction with certain crimes in violation of certain parking statutes and code violation.

[The ordinance was previously tabled at the 05/18/09 meeting and removed from the 06/01/09 agenda to be heard at this 07/06/09 meeting of Council.]

Chief Turner reviewed the Ordinance along with the changes suggested by City Council. The non-criminal offenses have a warning period prior to impoundment as specified under page 3 (f) of 8.

Council Member Pugh referred to Section 2 (d) and asked if there is a way to identify the person as having a physically disabled placard but failed to put it up on their mirror. Chief Turner referred to Page 2, Section 2 that states “The City *may* cause to be seized, removed...” is an important section and the vehicle would only be removed if that person in that car was previously cited and found not to be legally authorized to park there. The intention is not to remove a car legally parked in a designated parking space for physically disabled persons. Council Member Lewis agreed with Council Member Pugh and stated his concern.

City Attorney Rey indicated State Statute provides not only for impoundment but also removal to another parking space. This section in the City Ordinance allows an officer procedural implications on how impoundment is enforced. The Statute says “shall be removed” and some requirements are different than the City Ordinance provides. Council could eliminate this section from the Ordinance since State Statute covers the disabled parking. The City Code has other codes that address parking and the City’s ability to identify various spaces as disabled or handicap parking zones. This inclusion was a collection of civil infractions and does not have to be elected as a local enforceable item. The intent was to establish an enforcement mechanism for unpaid City Code parking and traffic fines and to address impoundment when a car is involved in certain crimes. Vice Mayor Bradburn was not aware it could be towed under State Statute and she feels this would be redundant. She indicated if this section is removed that the state provision will still be enforced as a violation of parking in a handicap space and billed accordingly.

Vice Mayor Bradburn stated she can see where this could become a predicament and referred to personal experience on the matter. She also feels there should be more restrictions on issuance of handicap placards since there are many occasions when all of the designated parking spaces are empty. She is pleased with the changes including the tracking mechanism that will be put in place.

Mayor Bernardini agreed with Vice Mayor Bradburn but does not see that the City will have a problem with towing a person legally parked out of handicap spaces. Council consensus was to remove Section 2(d) on Page 3 of 8 from the Ordinance.

CITIZEN INPUT

Mayor Bernardini asked for citizen input.

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David Gilman referred to a list of prices for impoundment from Crossroads Towing and stated an initial \$99 fee plus \$48 administration fee and \$2.75 per mile. This would be in addition to any fees imposed by the City.

Dan Patrick stated his concern with impoundment of his car on his property with no tag.

Motion:

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

City Clerk Peters read Ordinance No. 774 by title, as follows:

AN ORDINANCE PROVIDING FOR THE IMPOUNDMENT OF VEHICLES USED IN CRIMES; PROVIDING FOR REMOVAL OF VEHICLES FROM UNLAWFUL PARKING IN PARKING SPACES DESIGNATED FOR PHYSICALLY DISABLED PERSONS; PROVIDING FOR PRELIMINARY AND FINAL HEARINGS ON SEIZURES AND IMPOUNDMENTS; ESTABLISHING PENALTIES AND FINES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Motion carried 4-0 upon roll call vote, as follows:

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

City Clerk Peters indicated the second reading of the ordinance is scheduled for the July 20th Regular Council Meeting.

Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

City Attorney Rey reviewed each of the updates as follows, with recommendation for approval as proposed. All adoptions of policies will apply to all employees except for those in collective bargaining units that are in pending negotiations.

a) Section 8.00 Disciplinary/Corrective Actions

City Attorney Rey indicated this section replaces several sections of the existing manual that are dealing with different topics. It sets forth the parameters of how the City will go about administering discipline for various violations of the policy manual and provides various options available to the City in instituting discipline.

Mayor Bernardini referred to Section III, Procedure D, Disciplinary Appeals and asked if “with pay” could be included. Attorney Rey replied “without pay” could be removed but

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there is no economic loss when suspended with pay and the employee is less likely to feel the need to appeal. Removing it would not affect the intent of the policy.

Council Member Pugh agreed with removing this section since it is indicated in an employee's personnel file. Even if they are suspended with pay, it gives the employee an opportunity to appeal to remove it from their file to avoid being suspended without pay in the future.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Lewis for approval with removal of D on the appeal process without pay. Motion carried 4-0.

b) Section 9.00 Grievance Procedures

Attorney Rey indicated this addressed sections 9.00, 9.01 and 9.02 of the existing manual and sets forth the procedure regarding grievances and what employees may do if they disagree with the application of a policy towards their employment. It provides for an appeal procedure as well and also sets forth certain statutory requirements for Police Officers and Firefighters and to the extent that disciplinary measures or grievance procedures are covered for collective bargaining units it provides for those provisions as well.

Council Member Pugh asked how this would apply to a department head who reports directly to the City Manager. Attorney Rey replied that generally with department directors, because they are in a management capacity, the extent that they have a mechanism to grieve or complain is through resolution of the City Manager. There is no recourse for them beyond the City Manager for resolution of employment matters.

Mayor Bernardini referred to Section III, Procedure B, Prohibited Acts and feels it should read "*refrain*" since an innocent discussion of concern could turn into a grievance. Council Member Lewis suggested adding "*while working*" because "*or others*" could be anyone and felt it to be very vague.

Attorney Rey indicated this was designed to address established protocols for reporting various issues, either through a chain of command, a grievance procedure, or an alternative reporting procedure. As an employer, and from a management standpoint, you do not want employees talking to other individuals outside of that chain of command or that established procedure. There are certain issues related to equal employment opportunities, sexual harassment, etc., that even if the employee did not use the appropriate reporting mechanism and the employer has knowledge then there is an obligation to address the matter. This was specifically addressed so that employees were informed that if they have a problem and there is a complaint or a grievance that they need to exercise proper channels.

The broad reference to "*others*" can be removed and restructure the statement to reflect that they should refrain from communicating with other employees or directors that are not in a position to resolve their complaint or their issue. Mayor Bernardini expressed concerned should an employee feel the need to go to another department head and voice their complaint.

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Attorney Rey indicated that, as an employer, the moment you have someone in management that becomes aware of an issue, even if it is for the purpose of counseling an employee on what action to take, you have now become informed of an issue and you have an obligation to resolve it. The director may not take appropriate action with that information. It is a function of the department director or chain of command and Human Resources Department to the extent that this individual needs counseling or guidance on what action to take regarding an incident that occurred at work.

Council Member Pugh suggested adding Human Resources Department so that the employees will understand they have that option. Attorney Rey advised that Human Resources would also be obligated to resolve it and has the knowledge of handling this type of situation. Human Resources under the City Manager's Office serves as an alternative reporting as an independent and neutral function.

Council Member Lewis stated there is a difference between reporting a complaint and just asking for advice. Attorney Rey replied obligation of reporting the information would depend on the situation and would have to be determined on a case by case basis. The role of Human Resources in any organization is to be an outside party and there is some level of confidentiality. There are examples outside the realm of discipline where there is discussion regarding a personal matter and is not shared. There are some issues discussed with Human Resources that may or may not surface depending on the facts. This section is a protection for management from an employment liability standpoint that employees are made aware of the recourses to file complaints, address concerns, and file grievances and those are the mechanisms you are required to use. Discussing this information outside of the chain of command or established reporting avenues creates liability on behalf of the employer.

Council Member Lewis stated he wants employees to feel comfortable going to Human Resources and feels this policy may limit that ability and may cause more of a problem than it was originally.

Vice Mayor Bradburn indicated there are some unhappy people in every workplace and this is meant to deter a disgruntled employee from creating an unfriendly workplace.

Mayor Bernardini suggested adding "*once a grievance has been filed employees should refrain from discussing that issue with other employees*".

Council Member Pugh suggested removing "*voice complaints*" and put it under another policy that will not harm the function of the City. An employee with a grievance should feel free to go to Human Resources and ask how to proceed without reporting it to the department director or the City Manager.

Attorney Rey suggested revising to: "*employees shall refrain from voicing grievances to fellow employees or directors outside of the chain of command who are not in a position to take corrective action, except that grievances may be addressed through established reporting procedures*".

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Pugh for approval with removal of "or others" with recommended changes as amended.

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Motion carried 4-0.

c) Section 10.00 Separation of Employment

Attorney Rey indicated this section addresses various sections in the existing policy manual to include sections 10.00, 10.01, 10.02 and 10.03, all related to separations such as resignations, reductions in force or what was formerly called discharge or dismissal. This particularly sets forth all provisions of an employee separation of employment defining layoff, what constitutes a resignation, addressing retirement and termination, or separation of employment both on a voluntary or involuntary basis. It also sets forth the procedures on returning equipment and such upon separation.

Mayor Bernardini referred to Section II B, Resignation #4, “*refusing to work during a catastrophic event*” and asked would that apply if the employee is effected by the catastrophic event personally. Attorney Rey replied there are circumstances where that employee cannot show up to work but because you are an employer engaged in public safety and emergency response, employees have to be aware that there is a certain obligation on their part to report to work even though other people may be evacuating or have different circumstances regarding emergency response. If an employee is voluntarily refusing under a reasonable request to perform their duties that they are obligated to perform as an employee of the City, it is a voluntary resignation.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval. Motion carried 4-0.

CITIZEN INPUT

Mayor Bernardini asked for citizen input, there was none.

ITEMS BY COUNCIL

T. Jennene Norman-Vacha, City Manager

Florida League of Cities Voting Delegate

She referred to the correspondence-to-note and indicated receipt of a request from Florida League of Cities asking for each municipality to designate one (1) official to be a voting delegate for their annual conference to be held in Orlando August 13th through 15th. Vice Mayor Bradburn volunteered with Council consensus.

Fire Chief Mossgrove – Completion of Degree

She congratulated Chief Tim Mossgrove on completing his Bachelors Degree in public safety administration as of June 21st. He maintained a grade point average of 3.67. Council congratulated Chief Mossgrove as well.

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City Attorney Rey

Enrichment Center Agreement

She indicated Council gave direction on revision of the Construction & Occupancy Agreement with the Enrichment Center. Council was provided possible solutions to be reviewed by the next meeting.

David Pugh, Jr., Council Member

He suggested consideration of less paid holidays and more paid time off as a viable option for cost savings.

Liberty Street Water Tower

He advised that the Water tower on Liberty Street has a lot of rust on top of it. Director Pierce indicated it is being reviewed and that it would have to be done after the hurricane season.

Fire Hydrants

He asked Chief Mossgrove about the fire hydrants incident at the school when two (2) fire rescue vehicles and one (1) engine were shooting water into the trees. Chief Mossgrove indicated they were running evolutions while the City's engine was running an emergency call.

Council Member Lewis advised there is a hydrant leak at the corner of Holly and Mildred. Chief Mossgrove indicated he will put in a work order in the morning.

Dixie Girl's State Softball Tournament

Council Member Pugh referred to the Dixie Girl's State Softball Tournament held at Tom Varn Park with Vice Mayor Bradburn participating as being a well maintained function. Vice Mayor Bradburn indicated the economic impact of attendance of thousands people for multiple days was phenomenal.

Tourist Development Bowling Tournament

Council Member Lewis indicated this weekend ended the bowling championship for the TDC, which has been going on since the middle of April every weekend and had a thousand confirmed rooms.

Lara Bradburn, Vice Mayor

Partners in Health Event

She indicated back in December Dr. Paul Farmer was named Great Brooksvillian and the community raised funds for Partners in Health, the worldwide outreach founded by Dr. Farmer and his partners. There will be a special benefit held on Sunday, July 19th from 4:00 p.m. to sunset at the Hernando Beach Club for \$50 per person to raise money for Partners in Health. Dr. Farmer has been nominated for the Nobel Prize and being considered for a new federal post. If accepted he will be doing America's outreach for health to the world and will help direct new policy, stating that it is an honor to have a Brooksvillian considered.

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Joe Bernardini, Mayor

Emergency Response

Mayor Bernardini asked Chief Mossgrove the reason for two (2) emergency vehicles responding at a nursing home. Chief Mossgrove replied that based on the call criteria received should an extra person be needed in the back to work on a patient that would take away the driver and the extra unit would be needed to drive. A critical patient would require three (3) to four (4) medical personnel.

City Manager Norman-Vacha indicated consolidated dispatch makes communication better to eliminate calls where it is not necessary for more response than necessary. Chief Mossgrove stated that since the City has gone to consolidated dispatch the elevation of cooperative effort has gone to great lengths to further that communication amongst the emergency services and response personnel.

Vice Mayor Bradburn stated she would like to be provided with data on that issue since she has heard more sirens as of late with two (2) or three (3) emergency vehicles responding that are not there long enough for critical care.

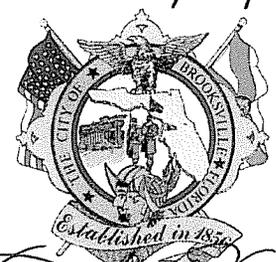
ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 10:05 p.m.

City Clerk

Attest: _____
Mayor

AGENDA ITEM
MEMORANDUM



TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE TURNER, CHIEF OF POLICE
SUBJECT: COPS Hiring Recovery Program Grant # 2009RKWX0221
DATE: August 17, 2009

[Handwritten signature]

GENERAL SUMMARY: The City of Brooksville submitted an application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) to be considered for an award to hire needed Police Officers. On July 28, 2009 we were notified that we had been awarded \$ 134,122 in federal funds as part of the COPS Hiring Recovery Program (CHRP) award. This award will cover the full salary and benefits of one (1) full time entry level Police Officer.

BUDGET IMPACT: ^{SB} There are no matching funds required during the 36 month federal funding period for salary or benefits. At the conclusion of the 36 month period, the City will agree to retain the position for an additional 12 month period.

[Handwritten signature]
LEGAL REVIEW: Legal has reviewed.

STAFF RECOMMENDATION: Staff recommends the Brooksville City Council accept the 2009 COPS Hiring Recovery Program (CHRP) award in the amount of \$ 134,122 and allow the Mayor to accept by signature on the Award Document provided.

Attachments: U.S. Department of Justice Award paperwork,(9) pages.



**U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
COPS Hiring Recovery Program**



Treasury Account Symbol (TAS) 15-09/10-0412

Grant #: 2009RKWX0221

ORI #: FL02701

Applicant Organization's Legal Name: Brooksville Police Department

OJP Vendor #: 596000284

DUNS#: 958596082

Law Enforcement Executive: Chief George B. Turner

Address: 87 Veterans Avenue

City, State, Zip Code: Brooksville, FL 34601

Telephone: (352) 754-6800

Fax: (352) 754-6809

Government Executive: City Manager Joe Bernanrdini

Address: 201 Howell Avenue

City, State, Zip Code: Brooksville, FL 34601

Telephone: (352) 544-5400

Fax: (352) 544-5424

Award Start Date: 7/1/2009

Award End Date: 6/30/2012

Full Time Officers Funded: 1

New Hires: 1

Rehires - Pre-Application Layoffs: 0

Rehires - Post-Application Layoffs: 0

Award Amount: \$ 134,122.00

David Buchanan
Acting Director

JUL 6 2009

Date

By signing this Award Document, the grantee agrees to abide by all 16 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Typed Name and Title of Law Enforcement Official

8/4/09

Date

Signature of Government Official with the Authority to Accept this Grant Award

Typed Name and Title of Government Official

Date



U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Avenue, N.W.
Washington, DC 20530

July 28, 2009

Chief George Turner
Brooksville Police Department
87 Veterans Avenue
Brooksville, FL 34601

Re: COPS Hiring Recovery Program Grant # 2009RKWX0221
ORI#: FL02701

Dear Chief Turner:

Once again, I would like to congratulate you on receiving a COPS Hiring Recovery Program (CHRP) award. Your award is for 1 officer positions and \$134,122 in federal funds over a three-year grant period. Your agency may now begin hiring or rehiring officers to fill CHRP grant-funded positions.

Enclosed in this package is your grant award. **The Award Document must be signed and returned to the COPS Office within 90 days to officially accept your grant.** The Frequently Asked Questions (FAQ) document included in this package should be helpful in answering any questions you may have about accepting your award, or requesting additional time to do so. Beginning on the reverse side of your Award Document, you will find a total of three pages of CHRP Grant Terms and Conditions. You should read and familiarize yourself with all 16 terms and conditions that apply to your CHRP award.

A supplemental online award package for CHRP grantees can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2271>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the CHRP Grant Owner's Manual, which specifies the terms, conditions, and requirements of your grant. Also, within a few weeks you should receive an important package from the Office of the Chief Financial Officer, Office of Justice Programs, which will contain the forms and instructions necessary to begin drawing down funds for your grant.

As mentioned at the time of announcement, each CHRP application was subject to a thorough review, and some of your application information may have been updated or corrected from the original version submitted to COPS. If you have not yet done so, please access your application at <http://www.cops.usdoj.gov/Default.asp?Item=464>, and print and maintain a final copy for your records (if you are unable to print a copy of your application, please contact the COPS Office at 800.421.6770).

The Financial Clearance Memorandum (FCM) and Final Funding Memorandum (FFM) included in this package reflect allowable costs and amounts under your award. The FCM specifies the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits, while the FFM contains the final officer salary and fringe benefit categories and

amounts for which your agency was approved. Please review both documents carefully, as your agency may only be reimbursed for the amounts and approved cost categories indicated.

As a reminder, under CHRP all positions awarded (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing plan as described within Section 5 of your application. If for any reason your agency finds that your community policing plans have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing plans), please revise the plan accordingly and submit it to the COPS Office for review and approval. You should also contact the COPS Office if, for any reason, you need to modify your grant award. This includes any reallocation of your awarded positions across the three primary hiring categories (i.e., new hires, rehires of officers laid off pre-application, and rehires of officers laid off or scheduled to be laid off post-application).

As explained at the time of grant application, there are significant reporting requirements on the use of CHRP funds. In addition to quarterly financial and programmatic progress reports submitted to the COPS Office, CHRP grantees are also required to submit quarterly Recovery Act reports within 10 days after the end of each calendar quarter to www.FederalReporting.gov. These Recovery Act reports will be made available to the public on www.Recovery.gov. All grantees must be registered as authorized users prior to submitting reports to www.FederalReporting.gov. The registration function on www.FederalReporting.gov will be available no later than August 26, 2009. Please note that registration with this website also requires users to be registered with the Central Contractor Registration (CCR) and have a Dun & Bradstreet Data Universal Numbering System (DUNS) number. Registering with CCR and obtaining a DUNS number take additional processing time, so your agency should take immediate steps to meet these requirements in advance of registration with www.FederalReporting.gov. For additional information on CCR and DUNS, please refer to the CHRP Grant Owner's Manual at <http://www.cops.usdoj.gov/Default.asp?Item=2270>.

Finally, please remember that grantees must retain all sworn officer positions awarded under the CHRP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHRP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your CHRP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

Once again, congratulations on your CHRP award. If you have any questions about your grant, please do not hesitate to call the COPS Office Response Center at 800.421.6770.

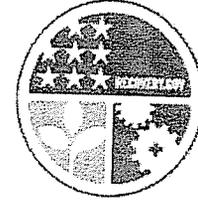
Sincerely,



David M. Buchanan
Acting Director



U.S. Department of Justice
Community Oriented Policing Services (COPS)



Grants Administration Division
COPS Hiring Recovery Program

*1100 Vermont Avenue, NW
 Washington, DC 20530*

MEMORANDUM

To: Chief George Turner
 Brooksville Police Department

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program (CHRP) Final Funding Memorandum

The COPS Office has completed the financial analysis of your agency's budgeted costs. This Final Funding Memorandum (FFM) reflects your agency's final approved officer salary and fringe benefit categories and approved salary and benefits amounts. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS based on communication with your agency. Therefore, you should carefully review this FFM, as your agency will only be reimbursed for the approved cost categories that are shown within this document.

OJP Vendor #: 596000284 ORI #: FL02701 Grant #: 2009RKWX0221 DUNS#: 958596082

Full-Time Sworn Officer Information

Current First Year Entry-Level Base Salary for One Sworn Officer Position: \$31174.00

Fringe Benefits	Cost	Additional Information	
Social Security:	\$1237.00	Exempt: 0	Fixed Rate: 0
Medicare:	\$0.00	Exempt: 0	Fixed Rate: 0
Health Insurance:	\$6525.00		
Life Insurance:	\$64.00		

Vacation: \$1237.00 **Number of Hours Annually:** 84

Sick Leave: \$1237.00 **Number of Hours Annually:** 84

Retirement: \$0.00

Worker's Comp: \$261.00 **Exempt:** 0

Unemployment Ins: \$0.00 **Exempt:** 0

Other: Dental Insurance - \$367.00 **Describe:** Dental Insurance

Other: Accident Insurance - \$51.00 **Describe:** Accident Insurance

Other: - Describe:

Total Current First Year Entry-Level Benefits for One Sworn Officer Position = \$9742.00

Total Year1 Salary \$ + Total Year 1 Benefits = \$40916.00

Total Year 2 entry-level salary for one sworn officer position: \$32733.00

Total Year 2 entry-level benefits for one sworn officer position: \$12733.00

Total Year 3 entry-level salary for one sworn officer position: \$34370.00

Total Year 3 entry-level benefits for one sworn officer position: \$13370.00



U. S. Department of Justice
Community Oriented Policing Services



Grants Administration Division
COPS Hiring Recovery Program

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Chief George B. Turner
Brooksville Police Department

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program Financial Clearance Memo

OJP Vendor #: 596000284 **ORI #:** FL02701 **DUNS #:** 958596082 **Grant #:** 2009RKWX0221

Total Number of Full Time Officers Funded 1 Costs Per Officer: \$134,122.00 Total Cost: \$134,122.00

New Hires: 1

Rehires- Pre-Application Layoffs: 0

Rehires- Post-Application Layoffs: 0

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Full Time Officer Salary	\$35,845.00	\$35,845.00	\$0.00	
Full Time Officer Fringe Benefits	\$98,277.00	\$98,277.00	\$0.00	
Officer Salary and Fringe Benefits for Three Years	\$134,122.00	\$134,122.00	\$0.00	
Total CHRP Funding for 1 Officers	\$134,122.00	\$134,122.00	\$0.00	

Total CHRP Funding for 1 Officers	Federal Share: \$134,122.00
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Cleared Date: 6/29/2009

Overall Comments:

A financial analysis of budgeted costs has been completed, and this Financial Clearance Memorandum reflects the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memo (FFM), which is enclosed in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in this Financial Clearance Memorandum.

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Recovery Program (CHRP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. The grantee agrees to comply with the terms and conditions in this COPS Hiring Recovery Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.), 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L.111-5; representations made in the COPS Hiring Recovery Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars
2. The grantee agrees to comply with the Assurances and Certifications forms that were submitted as part of its COPS Hiring Recovery Program application
3. The funding under this project is for the payment of approved full-time entry-level sworn officer salaries and fringe benefits over three years (for a total of 36 months of funding) for new or rehired additional, career law enforcement officer positions, hired on or after the award start date. The Financial Clearance Memorandum included in your award packet specifies the costs that the grantee is allowed to fund with your CHRP award. It will also describe any costs which have been disallowed after review of your proposed budget. The grantee may not use CHRP funds for anything not identified as allowable in the Financial Clearance Memorandum.
4. CHRP grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for hiring and/or rehiring full-time career law enforcement officer positions.
5. At the time of grant application, the grantee committed to retaining all CHRP officer positions awarded with state and/or local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded positions that would have existed in the absence of the grant. You cannot satisfy the retention requirement by using CHRP positions to fill vacancies from attrition.
6. The grantee may request an extension of the grant award period to receive additional time to implement the grant program. Such extensions *do not* provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include delays in hiring COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows the grantee to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. *Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.*
7. During the CHRP grant award period, it may become necessary for an agency to modify its CHRP grant award due to changes in an agency's fiscal or law enforcement situation. For instance, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category or reduce the total number of positions awarded. Grant modifications under CHRP are evaluated on a case-by-case basis. All modification requests must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Recovery Program. The grantee agrees to cooperate with the monitors and evaluators.
9. To assist the COPS Office in the monitoring of your award, the grantee agrees to submit quarterly programmatic progress reports and quarterly financial reports in addition to any reports required by the Recovery Act. The grantee also agrees to submit all requested reports in a timely manner.
10. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS CHRP grantee, you agree to cooperate with any such requests for information.
11. The grantee agrees to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). For assistance, grantees should consult the Office of Justice Programs, Office for Civil Rights website at www.ojp.usdoj.gov/about/ocr/ceop.htm.
12. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
13. All newly hired, additional officers (or an equal number of redeployed veteran officers) funded under CHRP must engage in community policing activities. Community policing activities to be initiated or enhanced by the grantee were identified and described in your CHRP grant application, with reference to each of the following elements of community policing: a) community

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

partnerships and support; b) related governmental and community initiatives that complement the grantee's proposed use of CHRP funding; and c) how the grantee will use the funds to reorient its mission or enhance its commitment to community policing.

14. Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this CHRP grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHRP funds to pay for a contract to receive law enforcement services from another agency.
15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
16. The grantee understands that the COPS Hiring Recovery Program is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009 and agrees to comply with the extensive accountability and transparency requirements on the use of Recovery Act funds:

(A) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 28 C.F.R. 70 "Uniform Administrative Requirements for Grants and Agreements for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and 28 C.F.R. 66 "Uniform Administrative Requirements for Grants and Agreements for State and Local Governments," the recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(2) For a recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," the recipient agrees to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(3) The recipient agrees to separately identify to each sub-recipient (if any) and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(4) The recipient agrees to require their sub-recipients (if any) to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Department of Justice, Office of the Inspector General and Government Accountability Office.

(B) Recipient Reports and Central Contractor Registration

(1) The recipient agrees to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(2) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(3) The recipient and their first-tier recipients (if any) must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(4) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(C) Data Elements of Recipient Reports

In accordance with section 1512(c) of the Recovery Act, the recipient agrees that not later than 10 days after the end of each calendar quarter, each recipient that received Recovery Act funds from a federal agency shall submit a report to that agency that contains —

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including —
 - (a) the name of the project or activity;
 - (b) a description of the project or activity;

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

- (c) an evaluation of the completion status of the project or activity;
- (d) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (e) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on subcontracts or subgrants (if any) awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

These reports are in addition to other financial and programmatic reports required by the COPS Office.

(D) Access to Records and Interviews

The recipient agrees that the Department of Justice (DOJ) and its representatives (including COPS and the Office of the Inspector General (OIG)) and the Government Accountability Office (GAO) shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The recipient also agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient regarding transactions related to this Recovery Act award.

(E) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient agrees to promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. The OIG may be contacted at OIG.hotline@usdoj.gov, www.usdoj.gov/oig/FOIA/hotline.htm, and 800.869.4499.

(F) Protecting State and Local Government and Contractor Whistleblowers

The recipient agrees that the Recovery Act provides certain protections against reprisals for employees of non-federal employers (state and local governments or private contractors) who disclose information to federal officials reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

(G) Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to maintain accounting systems and records that adequately track, account for, and report on all funds from this Recovery Act award (including officers hired, salaries and fringe benefits paid, and the number of jobs created and jobs preserved) separately from all other funds (including other COPS and federal grants awarded for the same or similar purposes).

(H) Additional Requirements and Guidance

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future COPS (including government-wide) guidance and clarifications of Recovery Act requirements.



Memorandum

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, City Clerk

Subject: Advisory Board Position

Date: March 16, 2009

The student position on the Beautification Board was recently vacated by the graduation of Ms. Haley Sasser. We have received an application for replacement from City resident Levi Joseph Hancock and seek Council approval of the appointment.

Financial Impact

None.

Legal Impact

Council has the authority to appoint advisory board members.

Recommendation

Council appointment to the student position, which is non-expiring.



Memorandum

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, City Clerk

Subject: Advisory Board Position

Date: March 16, 2009

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Financial Impact

None.

Legal Impact

Council has the authority to appoint advisory board members.

Recommendation

Council appointment to the student position, which is non-expiring.



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 544-5407
Facsimile: (352) 544-5424
Web: www.ci.brooksville.fl.us

New Application Re-application

- Beautification Board (4 year terms – 7 members)
- Brooksville Housing Authority (4 year terms – 7 members)
- Cemetery Advisory Committee (4 year terms – 7 members – city residency or documented tie to Cemetery)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Other _____

Name: Hancock, Levi Joseph
(Last) (First) (Middle)

Address: 23280 Singer Ln. Brooksville FL.
34601

Mailing Address (if different): _____

Business Address: _____

Occupation: Student

Business Phone: _____ Home Phone: 796-1126

Email address: l.hancock9210@gmail.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # _____

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

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

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

Why would you like to serve on this board? I'm a native of Brooksville, and I would like to be part in the preservation of this city.

What special skills would you bring to this position? I have been an active member of Student Government throughout high school. I have also served as an officer for my class. I have also been on numerous committees in school.

List fields of work experience: Service Assistant at Texas
Headhouse

List any licenses and/or degrees (location & year): _____

Local References (Please list three (3)):

1. Gary Fisher
2. Mary Krabel
3. Barbara Davis

Would you have a problem with the meeting dates and times for the board/agency?

Yes No

If yes, please explain: _____

Signed:  Date: 6/21/09

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY @ MONTH – 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY @ MONTH – 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY @ MONTH – 6:30 PM

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

AGENDA ITEM NO. G-1
8/17/09



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 Second Reading
Date: August 17, 2009

General Summary / Background: Council approved on August 3, 2009 the first reading of ordinance No. 754-B outlining the revisions to the firefighter's pension. As presented at the last council meeting of implementation 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: *JB* 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.

JL **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 second reading of Ordinance No. 754-B as proposed, containing revisions for compliance with Florida and Federal laws and regulations/codes.

ec: Jan Peters, City Clerk

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.

CITY OF BROOKSVILLE, FLORIDA

Attest:

Janice Peters, CMC, City Clerk

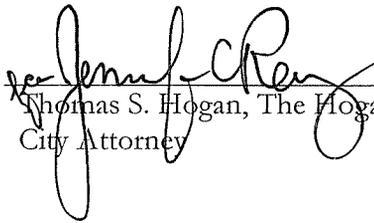
By: _____
Joe Bernardini, Mayor

PASSED on First Reading August 3, 2009
NOTICE Published on August 7, 2009
PASSED on Second & Final Reading _____

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

**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER

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

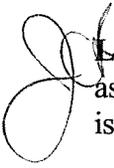
CC: CHIEF TIM MOSSGROVE; CHIEF  GEORGE TURNER 

SUBJECT: PROTECTIVE SERVICES COST RECOVERY ORDINANCE; SB 2282

DATE: AUGUST 4, 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. At its August 3, 2009 meeting, the City Council considered the Ordinance on first reading and voted to approve the Ordinance with a few amendments to be considered for a second reading at its August 17, 2009 meeting.

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.

 **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, Fla. Stat. §166.0446 was created to prohibit fees for first responder services; and

WHEREAS, Fla. Stat. §166.0446 became 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; as may be subsequently amended.

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 medical emergency incident and/or (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) **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.

(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 invoice 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.

CITY OF BROOKSIVLLE, FLORIDA

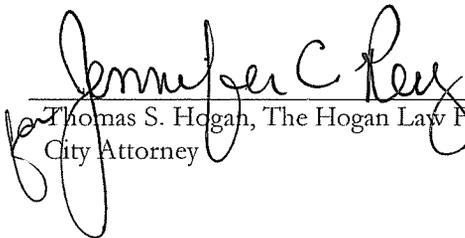
Attest: _____
Janice Peters, CMC, City Clerk

By: _____
Joe Bernardini, Mayor

PASSED on First Reading August 3, 2009
NOTICE Published on August 7, 2009
PASSED on Second & Final Reading _____

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



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER

[Handwritten signature of T. Jennene Norman-Vacha]
[Handwritten initials JCR]

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

SUBJECT: PUBLIC SERVICE TAX AUDIT SERVICES

DATE: AUGUST 10, 2009

GENERAL SUMMARY: The City has initiated an audit of records for both Progress Energy and Withlacoochee River Electric Cooperative to audit the assessment, collection and payment of the public service tax. To date, City staff has worked with both Progress Energy and Withlacoochee River Electric Cooperative to review parcel information identifying those parcels which have not been assessed the public service tax. At this point, it is necessary to engage a financial auditor to complete the auditing process. City staff consulted with the Florida League of Cities and researched the availability of specialized audit services to conduct the remaining aspects of the public service tax audit with limited success. As the need for additional audit services were contemplated in the current contract the City has with Oliver and Joseph, P.A., they were asked to submit a proposal outlining procedures for completing the public service tax audit and setting forth an estimated cost of completion. Oliver and Joseph, P.A. has provided the attached letter for Council's consideration.

SB

BUDGET IMPACT/BUDGET AMENDMENT: The 09 10 Budget will be adjusted prior to the September 09 final hearings to budget for this special auditing assignment. We will be increasing General Government Accounting and Auditing (001-009-510-53200). According to Mary Beth Gary, these auditing expenses are likely to be expensed in the 2009-10 Budget Year.

LEGAL REVIEW: The City Council may entertain the Oliver & Joseph, P.A. for the requested services pursuant to paragraph 2(m) *Additional Services within the Scope* and paragraph 2(n) *Additional Services beyond the Scope* of the existing contract. Paragraph 2(m) states that, "the City may request additional services at any time from the auditor. To the extent that these services are an extension of the scope of services within this Agreement as a result of increased regulatory requirements, the addition of agencies or funds to be audited, or any other reason beyond the control of the auditor, the auditor will be compensated for such extra services at the Hourly Rate for Interim Services or as otherwise negotiated between the parties. Paragraph 2(n) *Additional Services beyond the Scope* states that, "requests for additional services that are beyond the scope of the audit will be addressed in writing and approved by City Council."

RECOMMENDATION: Staff recommends approving Oliver & Joseph, P.A. as the auditor for the public service audit under the terms set forth in the attached letter.

ATTACHMENTS: Letter for Public Service Tax Audit Services

OLIVER & JOSEPH, P.A.

CERTIFIED PUBLIC
ACCOUNTANTS

August 7, 2009

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

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Brooksville.

Agreed-Upon Procedures

We will apply the agreed-upon procedures outlined below relating to the Public Service Tax collections by Progress Energy and Withlacoochee River Electric Coop. The scope of the project has been defined by the City of Brooksville and the provisions of the City's Code Article VI, and Florida Statutes Section 166.231 through 166.234.

The City has identified specific accounts to be addressed in this report. The first category represents parcels within the City's boundaries subject to the public service tax for which no tax was collected by the utility. The second category represents parcels for which the tax was collected that have been determined to be outside the City boundaries.

We will prepare schedules reflecting the following:

- a. Parcel identification information
- b. Monthly utility bill
- c. Calculated public service tax
- d. Public service tax assessed to customer
- e. Difference between tax calculated and amount assessed to customer
- f. Estimated interest due to the City per Article VI, Section 78-264 of the City Code

The thirty-six month period to be used for the calculations will be defined by the City of Brooksville. In preparing these calculations, we will rely on the parcel list provided by the City and will rely on monthly billing records supplied by the utility companies. We will not provide an opinion on the list of properties to be included or on the accuracy of the customer bills provided by the utility companies.

Jennene Norman-Vacha
Brooksville, Florida 34601

August 7, 2009
Page Two

At the conclusion of our engagement, we will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City of Brooksville and should not be used by those who did not agree to the procedures and take responsibility for the sufficiency of the procedures for their purposes. Our report will contain a paragraph indicating that, had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Our fees for these services will be based upon the actual time spent at our standard hourly rates, as outlined in our current contract for audit services for the City of Brooksville. Based upon our initial observations, our fees should be in the range of \$5,000 to \$7,500 depending upon the extent of existing documentation, the timely and complete submission of customer billing records by the utility companies, and specific issues that may be raised during our procedures. Fees will be invoiced as work progresses and will conform to the format used for audit services bills outlined in our current contract. Actual billings may be less than estimated. If difficulties in obtaining information on customer utility bills is encountered and it appears that fees will exceed the estimate, we will discuss this with you.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it for our files.

Sincerely,
OLIVER & JOSEPH, P.A.



Mary Beth Gary, CPA
Director

MBG

Acknowledged by:

Jennene Norman-Vacha
City Manager
City of Brooksville

Signature

Date

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