

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

AGENDA

October 19, 2009

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Fire Prevention Month Proclamation and Presentation

A proclamation designating October as Fire Prevention Month and presentation by Fire Chief Tim Mossgrove regarding fire prevention measures.

Presentation: Fire Chief & Mayor
Attachments: Proclamation

2. “Florida City Government Week” Proclamation

Consideration of Proclamation declaring the week of October 18-24, 2009, as “Florida City Government Week” in conjunction with the Florida League of Cities’ sponsored annual statewide celebration of municipal government and its contributions to the quality of life of Floridians.

NOTE: Pre-Council departmental demonstrations at City Hall between 6:00 & 7:00

Presentation: Mayor
Attachments: Proclamation

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Police Department Surplus/Trade Property/Purchase Vehicles

Consideration to surplus, sell and trade City owned property and to proceed with the Patrol Vehicle Replacement Program/JAG Grant; to purchase an unmarked Detective vehicle; and purchase with trade of Police Department weapons.

2. Patrol Car Video Camera Purchase

Consideration of sole-source purchase of Apollo Camera Systems for patrol cars through Law Enforcement Supply for the not-to-exceed amount of \$8,800.

3. Special Master/Hearing Officer Contract

Consideration of piggy-backing on Hernando County contract to fill the current open position vacated by William Eppley.

REGULAR COUNCIL MEETING AGENDA – OCTOBER 19, 2009

- 4. **Police & Fire Pension Trust Fund Board (PPTFB) Appointments**
Consideration to reappoint Joseph Quinn to the Police Pension Trust Fund Board and Paul Babcock to the Fire Pension Trust Fund.

- 5. **Withlacoochee Regional Planning Council (WRPC) Professional Services Agreement**
Consideration of renewal of annual agreement with WRPC for professional/planning services on an as-needed basis for the 2009-10 fiscal year and authorize Mayor to execute the agreement.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Memo from Chief of Police dated 10/19/09, JAG Grant w/adjustment notice, Proposal Notices; 2) Memo from Chief of Police dated 10/19/09, Proposal/Invoice; 3) Memo from Director of Community Development dated 10/09/09, Proposed Contract, Eppley Contract; 4) Memo from City Clerk dated 10/07/09, Applications; 5) Memo from Director of Community Development dated 10/07/09, Letter from WRPC dated 09/30/09, Agreement

F. REGULAR AGENDA

- 1. **Ordinance No. 779 - Burn Permits**
Consideration of an ordinance to establish and provide necessary requirements for the process of public burning and fireworks displays within the City of Brooksville.

Presentation: Fire Chief/City Attorney
Recommendation: Approval of ordinance on first reading upon roll call vote and schedule second reading for 11/02/09
Attachments: Memo from Fire Chief dated 10/19/09, Proposed Ordinance

- 2. **Ordinance No. 780 - Fire Prevention**
Consideration of an ordinance regulating fire prevention and safety matters affecting the health, safety and welfare city residents.

Presentation: Fire Chief/City Attorney
Recommendation: Approval of ordinance on first reading upon roll call vote and schedule second reading for 11/02/09
Attachments: Memo from Fire Chief dated 10/19/09, Proposed Ordinance

REGULAR COUNCIL MEETING AGENDA – OCTOBER 19, 2009

3. Municipal Elections Cooperative Agreement with the Hernando County Supervisor of Elections Office

Consideration of updated agreement with the Supervisor of Elections (SOE) Office and subsequent adoption of Ordinance No. 772 and Resolution No. 2009-01.

- a) **Presentation** of processes by the SOE.
- b) **Agreement** between the City of Brooksville and the SOE for elections.
- c) **Ordinance No. 772** – Amending Section 30-6 Qualifying Fees
- d) **Resolution No. 2009-01** – Identifying the SOE as the designated City Election Official for purposes of qualifying and candidate reporting.

Presentation: a) Annie Williams, SOE; b-d) City Attorney and City Clerk

Recommendation: b) Acceptance of Agreement and authorize Mayor to sign; c) Approval of Ordinance upon roll call vote and schedule second reading for 11/02/09; d) Approval of Resolution upon roll call vote

Attachments: Memo from City Attorney dated 09/28/09; a) Copy of Presentation; b) Agreement; c) Ordinance; d) Resolution

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

CORRESPONDENCE TO NOTE

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

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

10/19/09

City of Brooksville

Proclamation

WHEREAS, Home fires accounted for 83% of civilian deaths in 2008 and Smoke and poisonous gases are a causes of death in fires, and can kill a person long before the flames will; and

WHEREAS, Working smoke detectors, our first line of defense, should be installed on each level of your home and outside each bedroom; and

WHEREAS, Developing a home fire escape plan and practicing it at least twice a year are critical to escaping a fire safely; and

WHEREAS, A complete home escape plan includes everyone knowing two ways out of each room and having an outdoor location to meet upon exiting the home; and

WHEREAS, The Fire Prevention 2009 theme - "Stay Fire Safe...Don't Get Burned!" - emphasizes the importance fire safety; and

WHEREAS, The men and women of the City of Brooksville Fire Department are dedicated to working with and educating the citizens on safety of life and property from the devastating effects of fire and, urge all citizens to keep matches and lighters out of the reach of children and to be conscience of not overloading electrical outlets.

NOW, THEREFORE, ON THE BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, I, JOE BERNARDINI, MAYOR, so declare and proclaim, the month of October, as

"Fire Prevention Month"

FURTHER, I call upon the people of the City of Brooksville to participate in fire prevention activities at home, work and school to ensure their safety and the safety of their families in the event of a fire.

IN WITNESS WHEREOF, I hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 5th Day of October, 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

10/19/09

*City of Brooksville**Proclamation*

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents, administered for and by its citizens; and,

WHEREAS, city government officials and employees have the responsibility to pass along their understanding of public services and their benefits; and,

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and,

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and,

WHEREAS, the Governor and Cabinet of the State of Florida have set aside this week to recognize and honor the efforts of city governments;

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, I, JOE BERNARDINI, MAYOR, do hereby proclaim October 18th through October 24th

“Florida City Government Week”

and encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 5th day of October, 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

CONSENT AGENDA ITEM
MEMORANDUM



TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE TURNER, CHIEF OF POLICE
SUBJECT: SURPLUS / TRADE PROPERTY/PURCHASE VEHICLES
DATE: October 19, 2009

GENERAL SUMMARY SURPLUS/AUCTION: The Brooksville Police Department is in possession of seized property, unclaimed evidence and used police vehicles. It is the intent of the Police Department to sell the following at the public auction November 07, 2009. (estimated revenue \$ 15,000 – \$17,000)

- 1) 2003 Yamaha Scooter, vin# JYASA17A63A011320
- 2) Unk. yr, Alpha Sports Scooter, vin# RF3AE06C43R04337.
- 3) Unk.yr, Yamaha four wheeler, altered vin. Engine Vin# 3GG186735
- 4) Unk.yr, Wildgoose Scooter, vin# LXYPCDL0 440M21054.
- 5) 1996 Mitsubishi vin# JA3AA11A5TU014910. Case#2009-002038
- 6) Unit 145, 2000 Ford vin# 2FAFP71W1YX199404.(patrol car)
- 7) Unit 146, 2000 Ford vin# 2FAFP71WXYX175697.(patrol car)
- 8) Unit 157, 2003 Ford vin# 2FAFP71W63X210910.(patrol car)
- 9) Unit 149, 2003 Ford, v in#2FAFP71W43X101541(patrol car)
- 10)Unit 124, 1993 Chev,vin# 1GCEG25H2PF319354 (evidence van)
- 11) Unit 131, 1998 Chev, vin# 2G1WW12M2W9216602 (unmarked Detective)

GENERAL SUMMARY WEAPON SURPLUS/TRADE: The Brooksville Police Department requests to surplus/trade 28 Sig Sauer 226 firearms to off-set the cost of the new Glock 21SF firearms approved for purchase in the 2009/2010 budget (Fund 109). The Sig Sauer(s) will be traded to Crowder Hardware, the Federally Licensed Firearms Dealer providing the new weapons. Further, surplus and trade our in stock .40 cal ammunition for .45 cal ammunition to facilitate our firearms transition from the .40 caliber handgun to .45 caliber handgun.

GENERAL SUMMARY VEHICLE PURCHASE: The Brooksville Police Department requests approval to proceed with the purchase of vehicles allocated within the 2009/2010 budget, funded by the PATROL VEHICLE REPLACEMENT PROGRAM 2009 Recovery Act Edward Bryne Memorial JAG Program. (see attached JAG Grant and Grant Adjustment Notice) This grant includes monies for the purchase of four replacement marked patrol vehicles and one new marked patrol vehicle (for the additional Cops Grant position.) The vehicles will be Ford Crown Victoria(s) and will be purchased from Bobby Jones Ford on State Bid. Also request approval to proceed with the vehicle purchase approved in the 2009/2010 budget, fund 502. This vehicle will be a Dodge Charger and purchased from Maroone Chrysler/Dodge/State bid. (\$ 31,117 was allocated. Actual vehicle cost due to negotiated deals on emergency equipment is only \$ 24,167, leaving a balance of \$ 6,950 in Fund 502) This vehicle will be assigned to replace the Chevrolet Tahoe (unit 163). The Tahoe will be transferred to the Evidence Division to replace the Chevrolet Van (unit 124) that is being sent to auction.

GENERAL SUMMARY VEHICLE PURCHASE/SURPLUS MONIES: The Brooksville Police Department requests approval to utilize the above surplus monies and Fund 502 savings (\$15,000 /\$ 6,950) and Fund 109 monies to purchase a replacement Detective Vehicle. This vehicle will be a replacement for the Chevrolet Monte Carlo (unit 131) that is being sent to the auction. The replacement will be a State Bid purchase, make/model yet to be determined.

BUDGET IMPACT: Funds received after surplus and auction of items # 1 - # 11 with the additional \$ 6,950 savings from Fund 502 vehicle purchase to be utilized towards the purchase of a State Bid *replacement* Detective vehicle. (any shortage taken from Fund 109).

The Firearm purchase has been approved in 2009/2010 budget, fund 109. Trades of our Sig Sauer(s) will reduce the costs of new handguns by \$ 10,325. Total expenditure from fund 109 for the new Glock 21Sf will be \$ 3,240.

LEGAL REVIEW: City Council has the authority to authorize the surplus, trade and purchases with monies within the FY 2009/2010 budget for vehicles and other equipment.

STAFF RECOMMENDATION: Staff recommends approval to surplus, sell and trade of City owed property as well as to proceed with the Patrol Vehicle Replacement Program/JAG Grant as amended as set forth above. Staff further recommends the utilization of the proceeds from the auction sale of Item # 1 - # 11 with the additional \$6,950 savings from Fund 502 vehicle purchase to be utilized towards the purchase of a replacement unmarked Detective vehicle, shortages to be paid from fund 109.

Attachments: Jag Grant w/adjustment notice, Bobby Jones Ford proposal invoice, Maroone Dodge proposal invoice, Crowder Hardware proposal invoice.



BROOKSVILLE POLICE DEPARTMENT

"Committed To Excellence"



George B. Turner, Chief of Police

27 Veterans Ave. Brooksville, FL 34601 * 352-540-3800 * 352-540-3879 fax

193rd Session

September 25, 2009

CLAYTON WILDER
DEPARTMENT OF LAW ENFORCEMENT
OFFICE OF CRIMINAL JUSTICE GRANTS
2331 PHILLIPS ROAD
TALLAHASSEE FL 32300

RECEIVED
SEP 25 2009
OFFICE OF
CRIMINAL JUSTICE GRANTS

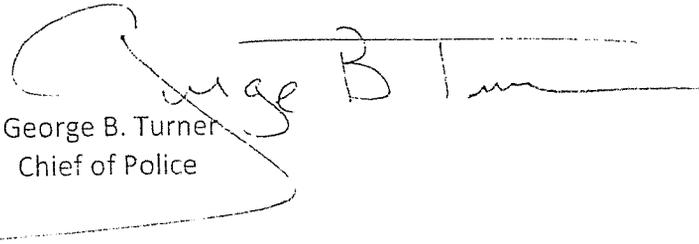
REF: Grant Number 2010-ARRC-HERN-2-W7-031

Dear Mr. Wilder,

The City of Brooksville like many municipalities in the State of Florida, is experiencing financial hardships. The awarding of the Edward Bryne Memorial Justice Assistance Grant / Patrol Vehicle Replacement Program will provide the needed funds to replace necessary equipment allowing Brooksville patrol officers to safely respond to calls for service.

Our program originally included the purchase of one Automatic License Plate Reader System (ALP) to be installed on one of those newly purchased marked patrol cars. After an extensive test of the A.L.P. system, it has been determined that it would be more beneficial to our public safety mission to request a change in the original grant application, cancel the A.L.P. purchase, and direct those specific funds to the purchase an additional marked patrol vehicle.

We have submitted a change request as stated above and ask that it be approved. Thank-you in advance for your attention and assistance.


George B. Turner
Chief of Police

Office of Criminal Justice Grants
 Florida Department of Law Enforcement
 2331 Phillips Road
 Tallahassee, Florida 32308

Recovery Act Edward Byrne Memorial JAG Program

GRANT ADJUSTMENT NOTICE

SUBGRANTEE: City of Brooksville

TITLE OF PROJECT: PATROL VEHICLE REPLACEMENT PROGRAM

GRANT NUMBER: 2010-ARRC-HERN-2-W7-031 ADJUSTMENT NUMBER: 3

NATURE OF ADJUSTMENT: RevBud/Narrative

TO SUBGRANTEE:

Pursuant to your request of 09/25/2009 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

Clayton H. Wilder 9-29-09
 Authorized Official Date
 Clayton H. Wilder
 Administrator

The following revised budget is approved:

Budget Category	Current Approved Budget	Difference	New Approved Budget
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$30,468.00	\$11,559.60	\$42,027.60
Operating Capital	\$120,488.00	(\$11,559.60)	\$108,928.40
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Project Costs	\$150,956.00	\$0.00	\$150,956.00
	Federal	Match	Total Funds
New Approved Budget	\$150,956.00	\$0.00	\$150,956.00

NOTE: Retain this Grant Adjustment Notice as part of official project records.

Adjustment Number 3
2010-ARRC-HERN-2-W7-031
Page Two

The revised budget and narrative reflecting line item changes in expenses and operating capital outlay categories is approved.

NOTE: Retain this Grant Adjustment Notice as part of official project records.

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 2: Project Overview

General Project Information

Project Title: PATROL VEHICLE REPLACEMENT PROGRAM
Subgrant Recipient: City of Brooksville
Implementing Agency: City of Brooksville Police Department
Project Start Date: 10/1/2009 **End Date:** 9/30/2010

Problem Identification

The Edward Byrne Memorial Justice Assistance Grant, as part of the American Recovery and Reinvestment Act of 2009, has made various grant funds available to local communities. The City of Brooksville seeks to obtain the State Solicitation Funds eligible to the City of Brooksville (herein after referred to as the City) in the amount of \$150,956.00. The City intends to utilize these funds towards the purchase of four fully marked and equipped police patrol vehicles.

The existing economic environment within the State of Florida; as well as the entire Nation, has had and continues to have a severe backlash on the fiduciary picture in the City of Brooksville. The end result is an inability to not only fund the extra officers required to provide a safer environment for our community, but at the same time to replace the equipment necessary for patrol officer's to safely respond to calls for service. If not for the 2009 American Recovery and Reinvestment Act, the City of Brooksville would not be able to purchase patrol vehicles for the 2009/10 budget cycle.

Project Summary

Upon notification of grant award, the Brooksville Police Department will immediately enter into a contract with a Florida based entity for the purchase of four police package patrol vehicle consistent with the requirements of the award. The patrol vehicles will be assigned to the patrol division and respond to calls for service and criminal offenses within the City of Brooksville. Several of our current marked patrol vehicles are worn and frequently become inoperable during an officer's duty shift. The more reliable replacement vehicles will alleviate patrol officers from leaving their normal duty assignments for vehicle maintenance. One of the marked patrol vehicles will also be outfitted with an Automatic License Plate Reader System. This system or (ALPR), are designed to automate the process of checking license plates, a duty that officers already perform manually on a regular basis. ALPR systems are more strategic as they provide continuous monitoring of high traffic areas, whereas mobile systems are more tactical, allowing for rapid deployment into areas of high rates of known criminal activity and also for routine collection of data for investigations.

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No



4661 JOHNSON ROAD - SUITE 1
 COCONUT CREEK, FL 33073
 Tel. 954-428-5201 * Fax 954-428-5202

Quotation

Quote Number: 6130
 Quote Date: Sep 8, 2009
 Page: 1

Quoted to: BROOKSVILLE PD
 87 VETERANS AVE
 ATTN: CHIEF TURNER
 BROOKSVILLE, FL 34601

Customer ID	Good Thru	Payment Terms	PO Number	
BROOKSVILLE PD	10/8/09	Net 30 Days		
Quantity	Item	Description	Unit Price	Extension
		EQUIPMENT AND INSTALLATION FOR (5) NEW PATROL CROWN VICTORIA UNITS		
5.00	2747A2	CODE 3 48" RX2700 LED LIGHTBAR RED/BLUE (LIGHTBAR/SIREN/SPEAKER PACKAGE)	1,675.00	8,375.00
5.00	3892L6	CODE 3 3892L6 MASTERCOM SIREN		
5.00	C3100CV2	CODE 3 100W SPEAKER & CV BRACKET		
5.00	900-06	CODE 3 PLUG-IN-PLAY HEADLIGHT FLASHER FOR 2006-UP CV	42.00	210.00
5.00	P2612FD-P	PRO-GARD STANDARD PARTITION, 1/2 LEXAN AND 1/2 EXPANDED METAL CV	514.95	2,574.75
5.00	3P300C	PRO-GARD SPACE SAVER PANEL		
5.00	S6507F-P	PRO-GARD LOWER EXTENSION PANEL FOR SPACE SAVER PARTITION		
5.00	G7210	PRO-GARD VERTICAL GUN RACK	265.00	1,325.00
5.00	425-6019	IOTTO 10" CONTOUR CONSOLE PACKAGE (INCLUDES FLOORPLATE)	475.00	2,375.00
5.00	425-6033	IOTTO DUAL CUP HOLDER EXTERNAL		
15.00	425-2273	IOTTO CIGARETTE PLUGS (SINGLE)		
			Subtotal	Continued
			Sales Tax	Continued
			Total	Continued



4661 JOHNSON ROAD - SUITE 1
 COCONUT CREEK, FL 33073
 Tel. 954-428-5201 * Fax 954-428-5202

Quotation

Quote Number: 6130
 Quote Date: Sep 8, 2009
 Page: 2

Quoted to: BROOKSVILLE PD
 87 VETERANS AVE
 ATTN: CHIEF TURNER
 BROOKSVILLE, FL 34601

Customer ID	Good Thru	Payment Terms	PO Number	
BROOKSVILLE PD	10/8/09	Net 30 Days		
Quantity	Item	Description	Unit Price	Extension
5.00	425-5210	JOTTO COMPUTER MOUNT (SIDE OF CONSOLE)		
5.00	425-6054	JOTTO FP 2" W/ 3 7/8" HOLES FOR POWER OUTLET		
5.00	425-6103	JOTTO FP 3" CODE3 MASTERCOM		
5.00	425-6051	JOTTO FP 2" BLANK		
5.00	425-6063	JOTTO FP 3" MOTOROLA RADIO		
5.00	425-6029	JOTTO STORAGE BOX/ ARM REST		
5.00	TH400	THOR 400 WATT POWER INVERTER	35.00	175.00
5.00	RX7019	FLASHLIGHT 12V STRAIGHT WIRE	75.00	375.00
5.00	CEVKN60PICC25	SOUNDOFF 60W STROBE KITS 2-15FT & 2-25FT CABLES AND 4-BULBS	163.95	819.75
5.00	CB30-100	IP 100 AMP SWITCHED CIRCUIT BREAKER (MAIN POWER CUT-OFF MOUNTED NEAR BATTERY)	26.00	130.00
5.00	FUSE BLOCK 6	FUSE BLOCK 6 TERMINAL W/ GRND	15.00	75.00
5.00	INSTALLATION	INSTALLATION FOR THE ABOVE ITEMS PLUS CUSTOMER SUPPLIED APOLLO VIDEO SYSTEM, GPS UNIT, RADIO AND ANTENNA (TO BE DONE AT EVS LAKE MARY LOCATION)	1,025.00	5,125.00
5.00	TRANSPORT	TRANSPORT COMPLETED VEHICLES TO BROOKSVILLE PD	125.00	625.00
			Subtotal	22,184.50
			Sales Tax	
			Total	22,184.50



**Martin County
Annual Agreement for Electronic Equipment and
Parts Bid No. AR-2007-2066**

Additional Items: (Percentage off Manufacturers List):

Code 3	42%
D&R Electronics	15%
Nova Electronics	35%
Sound Off	40%
SVP/Star	30%
911EP	30%
All Traffic Solutions	Agency Sheet (Plus Shipping)
Gamber Johnson	15% (Plus Shipping)
Go Rhino	15% (Plus Shipping)
Jotto Desk Consoles	30% (Plus Shipping)
Pro-Gard Cages & Push Bumpers	20% (Plus Shipping)
PUGS Custom Cabinets	10% (Plus Shipping)
Setina Cages & Push Bumpers	15% (Plus Shipping)
Troy Products Consoles	25% (Plus Shipping)
Unity Mfg. Spotlights	25%



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

Telephone: (772) 288-5510
Fax: (772) 288-5414
Email: jpritcha@martin.fl.us

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL DITERLIZZI
Commissioner, District 5

DUNCAN BALLANTYNE
County Administrator

STEPHEN FRY
County Attorney

August 5, 2008

Mr. Robert Windesheim
Emergency Vehicle Supply Co., LLC
4661 Johnson Road, Suite 1
Coconut Creek, FL 33073

Re: BID #AR2007-2066; Annual Agreement for Electronic Equipment and Parts for
Emergency Services, Fire Rescue

Dear Mr. Windesheim,

The referenced contract for Electronic Equipment and Parts expires on May 29, 2008. The contract contains provisions for renewal options if both parties are in agreement and there are no changes to the terms and conditions.

Martin County would like to renew this contract for the next twelve-month period effective May 29, 2008 through May 28, 2009. If Emergency Vehicle Supply Co., LLC is in agreement, please sign the renewal form and return to the Purchasing Division as soon as possible.

If you do not wish to renew this contract, please indicate in the space provided and return to the Purchasing Division no later than August 15, 2008.

Your cooperation is sincerely appreciated. Please do not hesitate to contact me at (772) 288-5510.

Sincerely,

James W. Pritchard, CPPB
Procurement Specialist

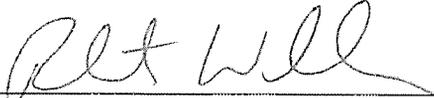
TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

**CONTRACT RENEWAL
ANNUAL AGREEMENT FOR ELECTRONIC EQUIPMENT AND PARTS**

BID #AR 2007-2066

Emergency Vehicle Supply Co., LLC does intend to renew the contract for Electronic Equipment and Parts (BID #AR2007-2066) for an additional twelve-month period beginning May 29, 2008, with the same terms and conditions.


Authorized Signature

8/5/08
Date

Emergency Vehicle Supply Co., LLC does not intend to renew the current contract for Electronic Equipment and Parts for the following reasons:

Authorized Signature

Date

Crowder Hardware LLC
12480 Spring Hill Drive
Spring Hill, FL 34609
352-686-4743
jc@crowderhardware.com

Brooksville Police Department
George Turner (Chief of Police)

Quote for Purchase of Firearms:

22 GLOCK 21 SF W/ NIGHT SIGHT	\$465 EACH	\$10,230
2 GLOCK 30 SF W/ NIGHT SIGHT	\$465 EACH	\$930
26 TLR-1 TAC LIGHT	\$92.50 EACH	\$2405
	Subtotal	\$13565.00

Less Trade in weapons

21 SIG 226 DAO W NIGHT SIGHTS	\$375 EACH	-\$7875
7 SIG 226 DA/SA PISTOL	\$350 EACH	-\$2450.00
	Subtotal Trade In	-\$10325.00
	Final Order Total	\$3240.00

Thank you,

Justin Crowder

General Manager
Crowder Hardware LLC

Jason Brough

From: ccampbell@lawsupply.com
Sent: Tuesday, September 29, 2009 2:19 PM
To: Jason Brough
Subject: Law Enforcement Supply Company



Remit To:
PO Box 481892
Charlotte, NC 28269

TELEPHONE
800 637 6307

FACSIMILE
850 763 9031

Order Quote

Your Quote# 787027
Quote Date 09/03/09
Your account rep is : Cindy Campbell
Order taken by : Cindy Campbell

Time

Account# 201416
CITY OF BROOKSVILLE
ACCTS PAYABLE
201 HOWELL AVE
BROOKSVILLE, FL 34601-2041

Ship-to 0
BROOKSVILLE POLICE DEPARTMENT
RECEIVING
87 VETERANS AVE
BROOKSVILLE, FL 346013214

Contract: None

Ship via PREPAID & ADD-UPS GROUND from CHARLOTTE, NC warehouse.

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
63603832131	~ALS HOLSTER DUTY LEVEL	EA	18	73.900	1,330.20
63603832132	~ALS HOLSTER DUTY LEVEL	EA	2	73.900	147.80
XSPSPCL	6360-483-131 - GLK 30 ST	EA	3	69.900	209.70
				Sub Total	1,687.70
				Freight	14.25
				Handling	
				Tax	
				Total	1701.95

THIS PRICING IS BASED ON A QUANTITY PURCHASE OF 28 HOLSTERS AT ONE TIME AND IS ONLY GOOD FOR THAT INITIAL PURCHASE. THIS INCLUDES A TRADE IN OF SIG HOLSTERS PURCHASED FROM US 18 MONTHS AGO. QUOTE IS IN EFFECT UNTIL SEPTEMBER 30 2009 ONLY. THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS ITEM. CINDY CAMPBELL EXT. 4616

WE ARE AN EQUAL OPPORTUNITY EMPLOYER.
THANK YOU FOR YOUR CONTINUED BUSINESS.
THIS QUOTE IS AUTHORIZED BY Cindy Campbell

Quote good for 30 days from issuance. After 30 days please call your representative to confirm pricing and re-issue the quote.

Jason Brough

From: ccampbell@lawsupply.com
Sent: Wednesday, September 30, 2009 10:30 AM
To: Jason Brough
Subject: Law Enforcement Supply Company



Remit To:
PO Box 481892
Charlotte, NC 28269

TELEPHONE
800 637 6307

FACSIMILE
850 763 9031

Order Confirmation

Our Order# 789689
Order Date 09/30/09
Your account rep is : Cindy Campbell
Order taken by : Cindy Campbell

Your Order# JASON BROUGH
Time 10:27AM

Account# 201416
CITY OF BROOKSVILLE
ACCTS PAYABLE
201 HOWELL AVE
BROOKSVILLE, FL 34601-2041

Ship-to 0
BROOKSVILLE POLICE DEPARTMENT
SGT DUKE MAEDER
87 VETERANS AVE
BROOKSVILLE, FL 34601-3214

Contract: None

Ship via PREPAID-UPS GROUND from CHARLOTTE, NC warehouse.

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
XSPSPCL	RR-LE24-250 - 2.4GHZ SYT	EA	2	4,376.000	8,752.00
XSPSPCL	RR-CMWP - Windshield Cam	EA	2	0.000	0.00
XSPSPCL	RR-CIR225 - CAMERA	EA	2	0.000	0.00
XSPSPCL	RR-ICCA - CABLE ASSEMBLY	EA	2	0.000	0.00
DROPSHIP	!!!DO NOT SEND PACKING L	EA	1	0.000	0.00
				Sub Total	8,752.00
				Freight	
				Handling	
				Tax	
				Total	8752.00

ROADRUNNER LAW ENFORCEMENT SYSTEM INCLUDES ROADRUNNER DIGITAL VIDEO RECORDER, RAS PLUS SOFTWARE, POWER CABLE 25' AUDIO CABLE ASSEMBLY, REMOVEABLE 250GB HARD DRIVE, 260X ZOOM CAMERA WITH MOUNT. 2.4GHZ WIRELESS AUDIO KIT. THANK YOU. CINDY CAMPBELL EXT. 4616

10/19/09

AGENDA ITEM
MEMORANDUM



TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE TURNER, CHIEF OF POLICE
SUBJECT: PERMISSION TO USE SOLE SOURCE PURCHASE
DATE: October 19, 2009

GENERAL SUMMARY: The Brooksville Police Department intends to purchase two Apollo Camera Systems as part of the Jag Grant MARKED POLICE VEHICLE PURCHASE PROGRAM. Apollo Camera systems are the brand of choice as they are the existing camera systems now installed in all other Brooksville Police Department patrol cars. Apollo Camera is a sole source item sold only by Law Enforcement Supply in the State of Florida. The cost of each unit is \$ 4,376.00. The total for two units will be \$ 8,752.00 and will exceed the City's Purchase Policy, therefore requiring City Council approval.

BUDGET IMPACT: The Apollo Camera Systems are funded by the Marked Police Vehicle Program Jag Grant funding approved for the 2009 FY.

LEGAL REVIEW: City of Brooksville Purchase Policy requires City Council approval..

STAFF RECOMMENDATION: Staff recommends approval to authorize the sole purchase of the Apollo Camera Systems through the Florida authorized dealer, Law Enforcement Supply, as a sole source vendor at a cost of approximately \$ 8,800.

Attachment: Law Enforcement Supply proposal/invoice.

Jason Brough

From: ccampbell@lawsupply.com
Sent: Wednesday, September 30, 2009 10:30 AM
To: Jason Brough
Subject: Law Enforcement Supply Company



Remit To:
PO Box 481892
Charlotte, NC 28269

TELEPHONE
800 637 6307

FACSIMILE
850 763 9031

Order Confirmation

Our Order# 789689
Order Date 09/30/09
Your account rep is : Cindy Campbell
Order taken by : Cindy Campbell

Your Order# JASON BROUGH
Time 10:27AM

Account# 201416
CITY OF BROOKSVILLE
ACCTS PAYABLE
201 HOWELL AVE
BROOKSVILLE, FL 34601-2041

Ship-to 0
BROOKSVILLE POLICE DEPARTMENT
SGT DUKE MAEDER
87 VETERANS AVE
BROOKSVILLE, FL 34601-3214

Contract: None

Ship via PREPAID-UPS GROUND from CHARLOTTE, NC warehouse.

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
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DROPSHIP	!!!DO NOT SEND PACKING L	EA	1	0.000	0.00
				Sub Total	8,752.00
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				Tax	
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MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Bill Geiger, Community Development Director
Subject: Contract to Hire a Hearing Officer for the City of Brooksville
Date: October 9, 2009

General Information:

In August, 2005 the City of Brooksville adopted Ordinance No. 703 establishing a Hearing Officer and the Enforcement Hearings and Procedures to hear cases involving civil infractions of the City Code of Ordinances. The Hearing Officer is appointed by the City Council.

On September 30, 2009 the current Hearing Officer, William B. Eppley, Esq., informed the City that he would be terminating his contract using the 10-day notice required by his contract. The next scheduled hearing date is October 27, 2009.

On July 11, 2007 the Hernando County Board of County Commissioners approved a contract with Kenneth L. Warnstadt, Esq. to conduct hearings for Code Enforcement, Animal Services, Hernando Fire and the Sheriff's Office for cases involving civil infractions of Hernando County Code. The County, as a public agency, followed applicable statutory and local policy in contracting for said services. The contract provides for a one year term from August 1, 2007 with provisions for an automatic one year extension. Hearings are scheduled at the request of the County in coordination with the Hearing Officer's schedule, with provisions for conflict, workload and cost.

Given the immediate need for the City to acquire such services, it would be prudent to consider authorizing the City Manager to coordinate and execute the necessary paperwork with Hernando County and Mr. Warnstadt to enable the City to enter into and utilize a contract negotiated on the similar terms as those entered into with Hernando County. Mr. Warnstadt has indicated that he would be amenable to entering into a contract with the City to provide Hearing Officer services. Appropriate officials with Hernando County have indicated that they have no issues with the City "piggy-backing" on the Hernando County contract and process used to hire a Hearing Officer/Special Master to hear Code Enforcement cases.

Budget Impact:

Funding would be provided through user Department's Line Item Accounts throughout the term of the Contract. The proposed contract includes a provision for pay at \$150.00 per hour for Mr. Warnstadt (min. two-hours per hearing). The Contract with Mr. Eppley was for \$200.00 per hour.

Legal Statement:

The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by Ordinance. Pursuant to Section 2-304(a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the city may obligate itself without competitive bidding by the city is in-

creased provided: (1) The city manager recommends to the city council that a specific purchase be made by "piggy-backing" on an award by another governmental entity's competitive bidding process; and the other governmental entity's competitive bidding process provides substantially equivalent procedural guarantees of fairness and competitiveness to those of the city.

Recommendation:

Authorize the City Manager to coordinate and execute the necessary paperwork with Hernando County and Kenneth L Warnstadt, Esquire to enable the City to enter into and utilize a contract specifying the similar terms as those that were negotiated/executed with Hernando County.

- Enclosures:
1. Proposed Hearing Officer Contract
 2. Copy of Hernando County Special Master Contract

pc: file

F:\Bgeig\Code Enforcement\cc10192009 Hearing Officer\Hearing Officer Replacement.doc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
CODE ENFORCEMENT HEARING OFFICER/SPECIAL MASTER**

This Agreement made as of this ___ day of _____, 2009 by and between the City of Brooksville, Florida, a municipal corporation duly organized under the laws of the State of Florida, by and through its duly authorized representative, (the "CITY"), whose address is 201 Howell Avenue, Brooksville, Florida 34601 and KENNETH L. WARNSTADT, Esquire, (the "ATTORNEY"), whose address is Post Office Box 594, Brooksville, Florida, 34605-0594.

In consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the CITY and the ATTORNEY (collectively, the "PARTIES") agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The ATTORNEY'S responsibility under this Agreement is to serve as the Code Enforcement Hearing Officer/Special Master ("Special Master") pursuant to Fla. Stat. 162, (Special Master shall be synonymous with "Special Magistrate") and pursuant to the terms of the City's Code of Ordinances, as they may be amended from time to time, including but not limited to Ordinance Nos. 674, 703, 730 and 758. The Special Master shall be required to adopt rules for the conduct of hearings, subpoena violators and witnesses, address admission of evidence, hold hearings, take testimony under oath, consider and decide appeals, decide charged code violations, and issue findings of fact and conclusions of law and draft orders and such other services as are appropriate to implement the responsibilities of a Special Master.

ARTICLE 2 – HEARING SCHEDULE

The ATTORNEY shall preside at either of two types of hearings which shall be scheduled on a regular and recurring basis to be held downtown at City Hall in the City Council Chambers, 201 Howell Avenue, Brooksville, Florida. The date and times for the hearings shall be scheduled by the CITY after consultation with the ATTORNEY, City Attorney, and the Code Enforcement Department. All notices required to be mailed, delivered, posted or served for a code enforcement hearing or a citation appeal shall be prepared and mailed, delivered, posted or served by the CITY. In the event that a scheduled hearing date is canceled, the CITY shall provide no less than forty-eight (48) hours notice to ATTORNEY.

ARTICLE 3 – CONFLICT OF INTEREST/PROFESSIONAL RESPONSIBILITY

ATTORNEY shall not be prohibited from handling privately retained cases in his or her

private practice so long as it does not otherwise interfere with the Special Master obligations under this Agreement. ATTORNEY shall promptly notify CITY of any ethical conflicts that may arise or if for some reason ATTORNEY feels it would be inappropriate for him or her to hear and deliberate any given individual's alleged violation. The ATTORNEY agrees and covenants that he or she shall perform the legal services described herein while at all times complying with the requirements of the Code of Professional Responsibility and the Disciplinary Rules of The Florida Bar. Any actions by the ATTORNEY or his agents that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar shall be the sole responsibility and liability of the ATTORNEY.

ARTICLE 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the ATTORNEY for services satisfactorily performed one-hundred fifty dollars (\$150) per hour for each hour or fraction thereof with a minimum of two (2) hours for any scheduled hearing. In the event any scheduled hearing date is canceled entirely with less than forty-eight (48) hours notice to ATTORNEY, CITY shall pay ATTORNEY a minimum charge of two (2) hours at the rate set forth in this paragraph. The ATTORNEY will invoice the CITY monthly showing time billed in two-tenths (2/10) of an hour increments. The invoice must specify the service performed, including the type of hearing and matter heard, and time spent. The invoices received from the ATTORNEY pursuant to this Agreement will be reviewed and approved by CITY MANAGER, or his or her designee, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment.

ARTICLE 5 – TERM, EXTENSION/RENEWAL AND TERMINATION

This Agreement shall be for a term of one (1) year from the date noted above and may be terminated at any time after execution with thirty (30) days written notice from either party to the other. Unless the ATTORNEY is in breach of this Agreement, the ATTORNEY shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice, and except as otherwise directed by the CITY, the ATTORNEY shall: (1) preside over any scheduled hearings during the thirty (30) day notice period; (2) complete all duties including, but not limited to rendering written opinions or findings of fact and conclusions of law in any case pending or heard by the Special Master prior to termination; (3) prepare and issue all orders relating to hearings heard prior to termination; and (4) transfer documentation and other material related to the hearing process to the CITY.

The CITY shall have the option of extending the term of this Agreement for two (2)

additional one (1) year periods conditioned by all the terms and provisions contained herein, and at the same rate of compensation, provided the ATTORNEY shall agree with such an extension of term. In the event an extension of term is mutually agreed to, or in that circumstance whereby the rate of compensation is renegotiated, or where any other provision or condition as stipulated herein is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by the PARTIES.

ARTICLE 6 – NON-EXCLUSIVITY

This is not an exclusive contract and does not guarantee ATTORNEY will receive a minimum payment each month or that he or she will have cases to be heard each month or duties to perform. Further, CITY reserves the right to hire other individuals as Special Master during the term of this Agreement.

ARTICLE 7 - AUTHORITY TO PRACTICE

The ATTORNEY, by executing this agreement hereby represents and warrants that he or she is fully qualified to perform the function of SPECIAL MASTER as prescribed herein and as set forth in Fla. Stat. 162; and that the ATTORNEY is and will continue to be a member in good standing of The Florida Bar; and has and will maintain all licenses required to perform the services rendered under this Agreement.

ARTICLE 8 – INDEPENDENT CONTRACTOR; FEDERAL AND STATE TAX

The ATTORNEY is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY; and no provisions of the CITY'S personnel policies shall apply to this Agreement. The ATTORNEY shall be responsible for payment of his/her own FICA and Social Security payroll taxes with respect to this Agreement. None of the benefits provided by CITY to its employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance, are available from CITY to the ATTORNEY, or its employees, agents or servants.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

ATTORNEY shall be solely and entirely responsible for his tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. The ATTORNEY agrees to indemnify and hold harmless the CITY, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage

allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of ATTORNEY, his or her agents, or employees during performance under this Agreement.

The ATTORNEY shall not commence performance under this Agreement until he or she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The ATTORNEY shall maintain, during each term of this Agreement, General Liability Insurance and Professional Liability Insurance. The required insurance shall be documented in a Certificate of Insurance which shall be provided to the CITY.

ARTICLE 10 – NOTICE

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

If to ATTORNEY:
KEN WARNSTADT
Post Office Box 594
Brooksville, Florida 34605-0594

If to City:
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

With a Copy To:

City Attorney
c/o The Hogan Law Firm, LLC
20 S. Broad Street
Brooksville, Florida 34601

ARTICLE 11 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the ATTORNEY and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent. Such information and data shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. All documents generated by the ATTORNEY for the CITY become the property of the CITY. The

CITY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of the services performed under this Agreement. The CITY and the ATTORNEY shall comply with the provisions of the Florida Public Records Law.

ARTICLE 12 – ASSIGNMENT, AMENDMENT OR MODIFICATION

The ATTORNEY shall not sell, transfer, assign or otherwise dispose of the AGREEMENT or any portion thereof, or of his or her right, title, or interest therein, without prior written consent of the CITY. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the PARTIES hereto.

ARTICLE 13 - GOVERNING LAW

All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the City elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

ARTICLE 14 - GENERAL

The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, where the singular and masculine are used, they shall be

construed as if the plural or the feminine or the neuter had been used where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Party/Parties agree(s) that this Agreement is consummated and entered into in Hernando County, Florida.

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 - ATTORNEYS' FEES

If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then the Party prevailing in that action shall be entitled to recover its costs and fees in that action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

IN WITNESS WHEREOF, the Parties hereto, **KENNETH L. WARNSTADT**, and the **CITY OF BROOKSVILLE, FLORIDA**, respectively, have executed and attested this Agreement, and caused their seals to be affixed hereto, effective as of the day and year first above written, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

Witness

By: _____
KENNETH L. WARNSTADT

Date signed: _____

Witness

City Of Brooksville, a municipal corporation of the State of Florida

ATTEST:
(Seal)

By: _____
JOE BERNARDINI, As its Mayor

Date signed: _____

By: _____
JANICE PETERS, CMC

As its City Clerk

Date signed: _____

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

By: _____

Thomas S. Hogan, Jr., City Attorney

Date signed: _____

CITY OF BROOKSVILLE HEARING OFFICER CONTRACT

THIS AGREEMENT is made and entered into by and between the CITY OF BROOKSVILLE, FLORIDA, a municipal corporation duly organized under the laws of the State of Florida, by and through its duly authorized representative, hereinafter referred to as "CITY", and WILLIAM B. EPPLEY, Esq., hereinafter referred to as "ATTORNEY."

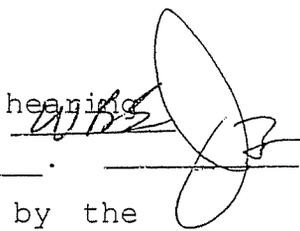
WITNESSETH:

WHEREAS, CITY desires to employ the services of ATTORNEY as a Code Enforcement Hearing Officer and Citation Appeals Hearing Officer (hereinafter, "Hearing Officer") for the CITY OF BROOKSVILLE pursuant to the terms of Ordinances Nos. 674 and 703;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the CITY does hereby employ the services of ATTORNEY as its Hearing Officer under, and in accord with, the following terms and conditions:

1. ATTORNEY shall serve as Hearing Officer pursuant to the terms of Ordinances Nos. 674 and 703, including, but not limited to, considering and deciding appeals, holding hearings, deciding charged code violations, drafting orders and such other services as are appropriate to implement the responsibilities of a hearing officer.

2. In consideration of services to be rendered by ATTORNEY as Hearing Officer, the CITY hereby agrees to pay ATTORNEY at the hourly rate of two hundred dollars (\$200.00), plus direct expenses such as long distance telephone calls, postage and photocopying charges. ATTORNEY shall submit itemized bills to the CITY at the end of each month in which services were rendered, with time billed in two-tenths (2/10) of an hour

increments. ATTORNEY'S minimum charge for any scheduled hearing or series of consecutive hearings shall be 200 MY ~~200 MY~~ 

3. Code enforcement hearings shall be scheduled by the City after consultation with the Hearing Officer as to available times and dates. All notices required to be mailed, delivered, posted or served for a code enforcement hearing or a citation appeal shall be prepared and mailed, delivered, posted or served by the City. Should any individual hearing or any series of consecutive ~~scheduled~~  scheduled hearings be cancelled entirely with less than 3 days' notice to ATTORNEY, CITY shall nevertheless pay ATTORNEY the minimum charge set out in Paragraph 2 above.

4. This Agreement may be terminated at any time after execution with ten (10) days' written notice from either party to the other.

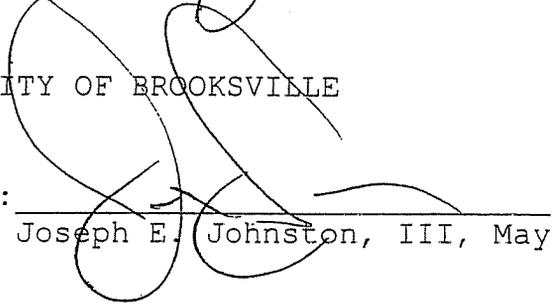
THE CITY BROOKSVILLE, FLORIDA, has caused this Agreement to be executed on its behalf by its Mayor, and ATTORNEY has executed this Agreement, this 19th day of June, 2006.

ATTORNEY



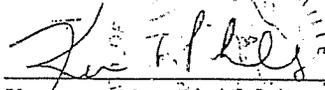
William B. Eppley, Esq.

CITY OF BROOKSVILLE

By: 

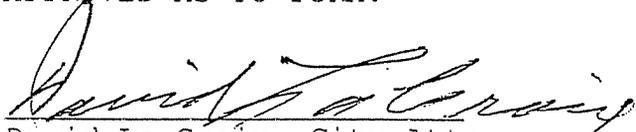
Joseph E. Johnston, III, Mayor

ATTEST:



Karen M. Phillips,
City Clerk

APPROVED AS TO FORM:



David La Croix, City Attorney



Memorandum

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, CMC, City Clerk

Subject: Advisory Board Positions

Date: October 7, 2009

The following advisory board positions are subject to reappointment due to expiring terms. The vacancies were posted on the City's website as well as to the media.

As a result, the current members' resubmitted applications are being submitted to City Council for consideration of reappointment as follows:

Firefighters' Pension Trust Fund Board of Trustees

One position to fill an expiring term of office through October 31, 2011.

Paul D. Babcock (Current Member)

Police Officers' Pension Trust Fund Board of Trustees

One position to fill an expiring term of office through October 31, 2011.

Joseph P. Quinn (Current Member)

Both are city residents and registered voters as required. No other applications were received.

Financial Impact

None.

Legal Impact

Council has the authority to appoint advisory board members.

Recommendation

Staff recommends reappointment of the current members to the positions indicated.

Verbally requested
reappoint 10/7/09

Barbara J. ...
10/7/09

City of Brooksville Application for City Advisory Board/ Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:

Mr./Mrs./Miss/Ms. DR PAUL D. BABCOCK

ADDRESS: 136 MT FAIR AVENUE

BROOKSVILLE FL 34601

PHONE NO: Home (352) 797-7755 Work ()

E-MAIL ADDRESS: PDBTRADING@JUNO.COM

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No

REGISTERED VOTER: Yes No VOTER ID #: 104394855

PRESENT EMPLOYER: RETIRED

EMPLOYER'S ADDRESS:

EDUCATION: B.S., M.S. + PHD CHEMICAL ENGINEERING

LEHIGH UNIVERSITY JAN 1976

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION:

(Please do not substitute "many boards" for experience.)

BOOKKEEPING, ACCOUNTING, 35 YEARS INVESTMENT
EXPERIENCE

(Use back of form for additional information)

REFERENCES (3 MINIMUM) (NAME AND PHONE NUMBER):

REGINA MARTIN 796-3330

DAVID SHRAEDER 799-5135

GWYNN BLAIR 796-7758

Applicants must be registered voters in the State and preferably residents of the City of Brooksville. However, applicants for the Personnel Board, Planning and Zoning Board, the Firefighter's Pension Trust Fund Board of Trustees and the Police Officer's Pension Trust Fund Board of Trustees must be residents of the City of Brooksville. Specific qualifications may apply to certain advisory board positions.

WHICH BOARD/COMMITTEE ARE YOU APPLYING FOR? (Please check the position you are interested in filling.)

- _____ Beautification Board: 3-year terms; 7 members
- _____ Brooksville Cemetery Advisory Committee: 4 year terms; 7 members with one member being a Council Member.
- _____ Brooksville Housing Authority: 4-year terms; 7 members
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- _____ CDBG Citizen's Advisory Task Force: No terms; 5 members;
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- Firefighters Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 city residents, 2 City firefighters, and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- _____ Parks & Recreation Advisory Board: 4 year terms; 7 members.
- _____ Personnel Board: 3-year terms; 7 members (3 laypersons who must be City residents and 4 City employees)
- _____ Planning & Zoning Commission : 4-year terms; 5 members.
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)] (Must be City Residents)
- _____ Police Officer's Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 City police officers, 2 city residents and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- _____ Other Committees or Boards



Signature of Applicant

NOTE: Return completed form to:

City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041
(352) 544-5407

(Revised March 15, 2006)

FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES

The Municipal Firefighters' Pension Trust Fund Board of Trustees was created by Florida Statutes, 175.061. The Board is composed of five members, two of whom are residents of the City; two full time firefighters who are elected by the majority of the members of the plan; and the fifth member, who is not required to be a City resident, is chosen by a majority of the four members. Each member shall serve as a trustee for a period of two years from appointment.

This board is a decision-making public body responsible for all pension trust fund management and administration of the plan pursuant to Chapter 175, Florida Statutes. The board shall also make recommendations or provide guidance to City Council as it relates to revisions to the member's pension plan, which is approved by the City.

The following is a list of the members of the Firefighters' Pension Trust Fund Board of Trustees, their terms of office, addresses and phone numbers:

Chief Tim Mossgrove, CHAIRMAN, 85 Veterans Ave.; 540-3842 (work). Re-elected by the members of the Fire Department in the Retirement System 12/23/08. Chief Mossgrove's 2-year term of office will expire January 31, 2011.

Firefighter/Lieutenant Gerald Ward, VICE-CHAIRMAN, 85 Veterans Ave.; 540-3840 (work). Re-elected by the members of the Fire Department in the Retirement System 12/23/08. Lt. Ward's term of office will expire on January 31, 2011.

Frank Phillips, 13271 Downey Woodpecker, Weeki Wachee, FL 34614; 544-0675 (home). Reappointed by the Board and ratified by Council on January 7, 2008, to fill two year term of office as fifth member to the board. Mr. Phillips' term of office expires January 31, 2010.

Regina Ann Martin, 1522 Sabra Drive; 799-3581 (work) or 796-3330 (home) email: akids@tampabay.rr.com. Reappointed by City Council on April 4, 2009. Ms. Martin's term of office will expire February 28, 2011.

✓ **Paul D. Babcock, SECRETARY**, 136 Mt. Fair Avenue; 797-7755 (home), email: pdbrading@juno.com. Re-appointed by City Council on November 19, 2007 to a two year term of office. Mr. Babcock's term of office will expire October 31, 2009.

Ex-Officio & Support Staff

Scott Christiansen, Board Attorney; Christiansen and Dehner, 63 Sarasota Center Boulevard, Suite 107, Sarasota, FL 34240; 941-377-2200.

Susan McCrary, Secretary to the Board (352) 540-3843.

Current Chair, Vice-Chair and Secretary elected at the March 25, 2009 Board Meeting.

Rec'd
10/7/09

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:
Mr./Mrs./Miss/Ms. JOSEPH P. QUINN

ADDRESS: 1311 CANDLELIGHT BLVD
BROOKSVILLE FL 34601

PHONE NO: Home (352) 799-6764 Work () N/A

E-MAIL ADDRESS: BRICKWALON70@AOL.COM

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No

REGISTERED VOTER: Yes No VOTER ID #: 104435114

PRESENT EMPLOYER: N/A

EMPLOYER'S ADDRESS: N/A

EDUCATION: BA, GEOGRAPHY/BUSINESS - UNIVERSITY OF SOUTH FLORIDA
GRADUATE COURSE WORK, PUBLIC ADMINISTRATION - UNIVERSITY OF SOUTH FLORIDA
CURRENTLY PURSUING MBA - ST. LEO UNIVERSITY

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION: EDUCATIONAL
(Please do not substitute Amany boards@ for experience.)

BACKGROUND IN GENERAL BUSINESS AND FINANCE; EXTENSIVE VOLUNTEER
EXPERIENCE ON VARIOUS LOCAL GOVERNMENT, EDUCATIONAL AND PROFESSIONAL
BOARDS AND COMMITTEES, INCLUDING OVER TEN YEARS ON THE POLICE
OFFICERS' PENSION TRUST FUND BOARD OF TRUSTEES IN VARIOUS CAPACITIES.

(Use back of form for additional information)

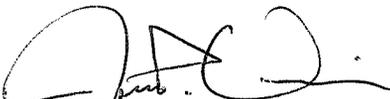
REFERENCES (3 MINIMUM) (NAME AND PHONE NUMBER):
TOM MOUNTAIN 796-9423
QUINCY WYLUPEK 799-3837
JOSEPH JOHNSTON III 796-5123

Applicants must be registered voters in the State and preferably residents of the City of Brooksville. However, applicants for the Personnel Board, Planning and Zoning Board, the Firefighter's Pension Trust Fund Board of Trustees and the Police Officer=s Pension Trust Fund Board of Trustees must be residents of the City of Brooksville. Specific qualifications may apply to certain advisory board positions.

Verified
Official

WHICH BOARD/COMMITTEE ARE YOU APPLYING FOR? (Please check the position you are interested in filling.)

- Beautification Board: 3-year terms; 7 members
- Brooksville Cemetery Advisory Committee: 4 year terms; 7 members with one member being a Council Member.
- Brooksville Housing Authority: 4-year terms; 7 members
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- CDBG Citizen's Advisory Task Force: No terms; 5 members;
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- Firefighters Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 city residents, 2 City firefighters, and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- Parks & Recreation Advisory Board: 4 year terms; 7 members.
- Personnel Board: 3-year terms; 7 members (3 laypersons who must be City residents and 4 City employees)
- Planning & Zoning Commission : 4-year terms; 5 members.
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)] (Must be City Residents)
- Police Officer=s Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 City police officers, 2 city residents and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]
- Other Committees or Boards



Signature of Applicant

NOTE: Return completed form to:

**City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041
(352) 540-3810**

(Revised 09/21/09)

POLICE OFFICERS' PENSION TRUST FUND BOARD OF TRUSTEES

The Municipal Police Officer's Pension Trust Fund Board of Trustees was created for all police officers hired after January 1, 1996, pursuant to Florida Statutes, 185. The Board is composed of five members, two of whom are residents of the City*; two full time police officers who are elected by the majority of the police officers who are members of the plan** and the fifth member is chosen by a majority of the four members on the Board and ratified by Council. Each member shall serve as a trustee for a period of two years from appointment.

This board is a decision-making public body responsible for all pension trust fund management and administration of the plan pursuant to Chapter 185, Florida Statutes. The board shall also make recommendations or provide guidance to City Council as it relates to revisions to the member's pension plan, which is approved by the City.

The following is a list of the members of the Police Officer's Pension Trust Fund Board of Trustees, their terms of office, addresses and phone numbers:

Police Officer Jason Brough, CHAIRMAN, 87 Veterans Ave.; 540-3800 (Work). Appointed by the Board of Trustees as the fifth member on January 4, 2008 and ratified by City Council on February 4, 2008, to a 2-year term of office through January 31, 2010.

✓ **Joseph P. Quinn***, VICE CHAIRMAN, 1311 Candlelight Blvd.; 796-9423(Work) or 799-6764 (Home). Reappointed by City Council on November 19, 2007, to a 2-year term of office. Mr. Quinn's term will expire on October 31, 2009.

Police Officer Randal Orman**, SECRETARY, 87 Veterans Ave.; 540-3800 (Work). Re-Appointed on May 7, 2008, by a majority of the police officers who are members of the plan and ratified by Council on May 19, 2008, to serve a 2-year term of office which will expire on May 31, 2010.

Police Officer Jason Matheson**, 87 Veterans Ave.; 540-3800 (Work). Officer Matheson was elected by a majority of the police officers who are members of the plan on December 31, 2007, and ratified by City Council on January 8, 2008, to serve a 2-year term of office which will expire December 31, 2009.

Charles W. Price, Jr.*, 614 Erin Way, Brooksville, FL 34601; 796-0762 (Home), email: candpprice@earthlink.net. Re-appointed by City Council on September 15, 2008 to a 2-year term of office which expires August 31, 2010.

Ex-officio & Support Staff

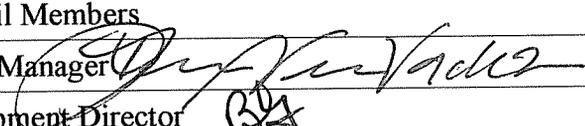
Bonni S. Jensen, Esquire, Board Attorney; Hanson, Perry, and Jensen, P.A., 400 Executive Center Drive, Suite 207, West Palm Beach, FL 33401-2922; 561-686-6550 (Work).

Margaret Bosack, Recording Secretary, City of Brooksville, 201 Howell Avenue, Brooksville, FL 34601; Phone: 540-3826, Fax: 544-5417; Email: mbosack@ci.brooksville.fl.us

*Member positions advertised via Press Release & appointed by Council under the Regular Agenda.

**Members elected by a majority of the police officer who are members of the plan and ratified by Council under the Consent Agenda.

Memorandum

To:	Honorable Mayor & City Council Members
Via:	T. Jennene Norman-Vacha, City Manager 
From:	Bill Geiger, Community Development Director 
Subject:	Withlacoochee Regional Planning Council (WRPC) Annual Renewal - Agreement for Professional Services
Date:	October 7, 2009

GENERAL INFORMATION:

Attached is the proposed annual professional/planning services agreement between the City and the WRPC. The agreement provides for the City to obtain services from the WRPC as may be needed throughout the fiscal year. As stated in Mr. Moehlman's transmittal letter (attached), the proposed agreement is essentially the same as last year's agreement.

The WRPC has assisted the City in the past through this professional/planning services agreement with several projects related primarily to comprehensive planning. No services are currently being provided to the City by the WRPC under this agreement.

BUDGET IMPACT:

There is no budget impact by entering into and signing the agreement. An impact may only occur if the City solicits specific services from the WRPC that would trigger the provisions of the agreement. No plans are currently in place to utilize the WRPC for services during the 2009-2010 fiscal year.

LEGAL STATEMENT:

The City Council has the legislative authority to enter into contracts and agreements.

STAFF RECOMMENDATION:

Approve the contract as presented and authorize the Mayor to execute.

- Enclosure(s):**
1. Moehlman-to-Norman-Vacha letter dated 09/30/2009
 2. Proposed Agreement for Professional Services

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

1241 S.W. 10th Street
OCALA, FLORIDA 34471-0323

Telephone 352-732-1315
FAX 352-732-1319
email: mailbox@wrpc.cc
http://www.wrpc.cc



OFFICERS

RONALD ALLEN
CHAIR

JOSEPH JOHNSTON, III
VICE - CHAIR

BARBARA FITOS
SECRETARY

September 30, 2009

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

Dear Ms. Norman-Vacha:

Enclosed please find two original copies of contracts for renewal of the City of Brooksville's service agreement with the Withlacoochee Regional Planning Council; the agreement is for services needed through September 30, 2010. Once the contract has been approved by the appropriate authority, please return both originals to the planning council for final execution.

The agreement is essentially the same as the one for the fiscal year ending September 30, 2009; the contract imposes no retainers and all services are performed only on written request.

Please telephone if you have any questions.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:bjf

Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

THE CITY OF BROOKSVILLE

AND THE

WITHLACOOCHEE REGIONAL PLANNING COUNCIL

THIS AGREEMENT, made and entered into by and between the City of Brooksville hereinafter referred to as "Local Government," and the Withlacoochee Regional Planning Council, hereinafter referred to as "Council."

WITNESSETH:

WHEREAS, the Local Government desires to engage the Council to render professional planning services in connection with an undertaking which is to be financed by the Local Government;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the parties hereto, the parties hereto contract and agree as follows:

1. Performance of Service: Local Government hereby contracts and agrees to engage Council to perform such services on behalf of Local Government as provided for in Exhibit "A" attached hereto and made a part hereof, and to compensate Council for its performance of said services as provided for in paragraph 4 and Exhibit "B" herein. Said services shall be scheduled and arranged in accordance with the provisions of Exhibit "A".
2. Area Covered: Council shall perform its services as provided for in Exhibit "A" attached hereto in connection with and respecting the following area or areas, herein called the "service area." Said service area being that area contained within the municipal limits of the City of Brooksville.
3. Contract Period: (See Paragraph 6).
4. Compensation and Method of Payment: Council shall be compensated for the services it renders to Local Government as provided for herein in accordance with the schedule provided for in Exhibit "B" (Payment Schedule) attached hereto and made a part hereof. Council shall submit invoices to the Local Government in accordance with the Payment Schedule provided for in Exhibit "B" attached hereto which shall be due and payable by Local Government upon their receipt of same. The parties hereto understand and agree that the payment to Council by Local Government shall be in accordance with the provisions of Exhibit "B" attached hereto, and that Local Government at the expiration of the term of this AGREEMENT shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the professional services; said direct costs and expenses shall include time of personnel, travel, and associated costs.
5. Council Coordination: The Council shall maintain a close working relationship with the Local Government. The Council shall coordinate with the city's Community Development Director, who shall be designated as the Program Coordinator with the Council throughout the contract period.
6. Duration and Termination: It is mutually agreed that this agreement shall commence October 1, 2009 and continue through September 30, 2010. However, this AGREEMENT may be terminated subject to the terms of the AGREEMENT. It is mutually agreed that each of the parties shall have, and there is hereby reserved to each party the absolute right to cancel and annul this AGREEMENT at any time upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, all finished and unfinished research, prepared by the Council under this AGREEMENT shall be made available to the Local Government. The Local Government shall be billed for all costs incurred for services provided by the Council after the termination of this AGREEMENT.
7. Contract Modification: Local Government and the Council shall mutually agree upon any extension of or revision, modification, or addition to this AGREEMENT and/or any provisions of Exhibit "A" all of which extensions, revisions, modifications and additions shall be in writing and signed by the parties. Upon the decision to modify this AGREEMENT, a mutually agreeable fee for the performance of the modified services shall be negotiated and agreed upon by the parties hereto in writing.

IN WITNESS WHEREOF, the Local Government and the Council have executed this AGREEMENT the day and year first above written.

Witnesses:

City of Brooksville

DATE: _____

BY: _____

Title

Withlacoochee Regional Planning Council

Witnesses:

DATE: _____

BY: _____

Michael R. Moehlman, Executive Director

Title

EXHIBIT "A"

Task I: General services to be provided by the Council

The following services are to be provided by the Council as requested by the Local Government:

1. Attend Local Government's planning and zoning board meetings when requested in advance by the Local Government.
2. Provide professional planning products, advice and comments on planning and land development regulation matters as requested by the Local Government.
3. Review, and provide comments and/or products on other matters requiring professional planning expertise as requested by Local Government.

Task II: Requests for attendance at meetings and review of matters mentioned under Task I

1. With regard to Exhibit "A", Task I(1), sufficient advance notification shall be understood to mean a period of not less than ten (10) working days prior to said meeting.
2. With regard to Exhibit "A", Task I(2)(3), performance of services and work schedules shall be mutually agreed to by the Council and Local Government determinate upon type, amount, and complexity of service requested.
3. Requests for Planning Services and meeting attendance shall be submitted in written form for clarification purposes.

Task III: Requests for written work products and work product approval

1. When the services mutually agreed upon per Exhibit "A", Task II(2) require written work products, any preliminary draft versions of a written work product shall be furnished to the Local Government for review and comment. The Local Government shall provide comments on a preliminary draft version of a work product to the Council within fifteen (15) days (excluding weekends and holidays) of receiving the preliminary draft. These comments shall reflect any changes in the preliminary draft work product needed to create an acceptable and approvable final document by the Local Government. A final document product will be presented to the Local Government for review and approval incorporating any changes required by the Local Government after review of the preliminary draft(s).
2. The Local Government shall provide the approval of the final document product, in writing or by official action, within fifteen (15) day (excluding weekends and holidays.) After fifteen (15) days, if no refusal or approval is made, the Council shall consider the lack of refusal or approval to be an official approval. Local approval of the work product is independent of formal adoption of a work product by the Local Government and any approvals granted by any other agency.

EXHIBIT "B"

1. The Council shall be compensated for the actual costs of professional services rendered. Council shall submit monthly invoices to the Local Government in accordance with the actual costs incurred. The invoices shall be due and payable by the Local Government upon their receipt of same.
2. Direct Charges: The Local Government shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the planning services; said direct costs and expenses shall include but not be limited to time of personnel, supervision of personnel, travel, graphics, and reproductive costs.
3. Other Direct Charges (indirect) : Council shall also charge Local Government for indirect costs associated with the planning services. (depreciation, insurance, etc.)
4. Charges for personnel time shall be assessed at the most current hourly rate* schedule, to include salary and fringe benefits of staff involved. The following staff may work on the project. Other staff not listed may be required to work on the project.

Hourly Rate* Schedule (Effective October 1, 2009)

Planning Director	\$52
Senior Planner	\$39
Principal Planner	\$32
Planner I	\$29
Geo Database Manager	\$37
Secretarial (Average)	\$31
Information Specialist	\$34

*Rate varies monthly because of paid leave time used.



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: Public Burning and Fireworks Ordinance
Date: October 19, 2009

General Summary / Background:

Throughout the year there are request by various citizens and organizational groups to hold events that have small fires for cooking and social gatherings. There is also requests for having fireworks displays in the City at public events that increases the risk of life safety, health and welfare to the public who attend these types of events and public gatherings. Research has found we do not have a ordinance for these types of events in our City and has historically been handled on a case by case basis of ensuring all of the safety concerns and impact of services on our City. Staff has worked with the legal to draft a ordinance that addresses these such issues to ensure the minimum impact to city services and liability to the City as a whole.

Budget Impact:

The impact of this ordinance outlines the responsibility of the applicant to ensure that in the case of needing resources to cover the concerns of public safety, health and welfare that the cost of such concerns and requirements will be the financial responsibility of the applicant.

Legal Review:

The City has the authority to adopt ordinances pursuant to Sec. 1.03 and 2.13 of the Charter of the City of Brooksville and is authorized by Fla. Stat. §633 to regulate fire prevention and safety matters affecting the health, safety and welfare of its residents. The City Attorney has reviewed the proposed ordinance and has approved it as to legal form.

Staff Recommendation:

Based on the research and ordinance proposed staff recommends approval of this ordinance to establish and provide the necessary requirements for process of public burning and fireworks displays.

Ec: Jan Peters, City Clerk

ORDINANCE NO. 779

AN ORDINANCE PROVIDING FOR PERMITS TO BE REQUIRED FOR PUBLIC BURNING AND FIREWORKS DISPLAYS; ESTABLISHING PENALTIES AND FINES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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;

WHEREAS, pursuant to Section 1.03 and Section 2.13 of the Charter of the City of Brooksville, the City has the power to enable it to conduct municipal functions and to adopt ordinances; and,

WHEREAS, the City has an interest in the health, safety and welfare of its citizens; and,

WHEREAS, certain public events engage in open burns or fireworks displays in public venues; and,

WHEREAS, fireworks and other types of public burnings could endanger the public if not properly managed or operated; and,

WHEREAS, permitting is an effective means of minimizing the danger to the public from such burnings; and,

WHEREAS, trained fire personnel on-site at such an event is the optimal way to protect public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Brooksville, Florida as follows:

SECTION 1. DEFINITIONS.

- (a.) Burn: to light, enflame, incinerate, or otherwise cause a fire to start on or in conjunction with any material. This includes burnings caused through chemical reaction or the lighting of fireworks. This should not be construed as a ban on cigarettes or any other legal form of personal smoking allowable under the laws of the State of Florida.
- (b.) Fireworks: any material that has as its primary purpose when lit or not, to cause an explosion, burning or other substantial risk or fire hazard.
- (c.) Public Event: any event open to the public on any property, whether public or private, for any purpose.

SECTION 2. PERMITS REQUIRED. It shall be unlawful for any person to burn any material or undertake a fireworks display in the open at a public event within the City limits without having first obtained a permit to burn such material or conduct such a display from the Fire Chief, or designee.

SECTION 3. ON-SITE FIRE PERSONNEL REQUIRED. For purposes of public safety, health, and welfare, as a prerequisite to the approval of any permit under this section, the applicant must provide for the presence of trained fire personnel and proper equipment for the extinguishing of fires, as approved by the Fire Chief, at any such burning or display, the full cost of which is to be covered by the applicant.

SECTION 4. EXCEPTIONS. This Ordinance shall not apply to residential indoor fireplaces, residential outdoor cook areas, and other governmental fire departments.

SECTION 5. SUPPLEMENT TO FLA. STAT. CHAPTER 590. This Ordinance shall be supplemental to Chapter 590 of Florida Statutes.

SECTION 6. ADMINISTRATIVE CIVIL PENALTIES AND FINES. Violators of this Ordinance shall be subject to the fines and penalties as set forth in this Code or as otherwise provided by applicable law.

SECTION 7. APPEAL AND ENFORCEMENT. Any penalties or fines issued under this Ordinance may be appealed through the City's Code enforcement hearing process as set forth in Sec. 2-191, *et. seq.* Any penalty or fine lawfully issued under this Ordinance may be collected by any means provided by this Code or as otherwise provided by applicable law.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 9. CONFLICTS AND REPEALER. This Ordinance shall be cumulative of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance(s), in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 10. 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 46.

SECTION 11. CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article",

or other appropriate word; provided, however, that Sections 8, 9, 10 and 11 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

CITY OF BROOKSVILLE, FLORIDA

Attest:

Janice Peters, CMC, City Clerk

By: _____
Joe Bernardini, Mayor

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:

- Bernardini _____
- Bradburn _____
- Johnston _____
- Lewis _____
- Pugh _____

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



REGULAR AGENDA ITEM
MEMORANDUM

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Timothy A. Mossgrove, Fire Chief

Subject: Fire Prevention Ordinance

Date: October 19, 2009

T. Jennene Norman-Vacha
Timothy A. Mossgrove

General Summary / Background:

Chapter 46 of the code of ordinances Article III Fire Code addresses the adoption of the fire prevention code. Currently it adopts the National Fire Prevention Code, Life Safety Code 101 and the Fire Prevention Handbook, current editions as of 2005. When the State of Florida Adopts the Florida Fire Prevention Code is does not adopt all of the NFPA codes and, in some respect it will adopt certain editions of these codes. Currently our code adopts the entire NFPA code which is not compliant with F.S. 633.025 as mentioned the State of Florida adopts various NFPA codes and versions. To better define and clarify the applicable codes in compliance with Florida Statues adopting the Florida Fire Prevention Code 2007 edition will address current adopted code by the state and future updates to the fire prevention code as amended that is outlined in the proposed ordinance.

Budget Impact:

The budget impact would be the purchase of the Florida Fire Prevention Handbook 2007 at a cost of \$170.00. This item has been budgeted in the 2009 / 2010 budget.

Legal Review:

The City has the authority to adopt ordinances pursuant to Sec. 1.03 and 2.13 of the Charter of the City of Brooksville and is authorized by Fla. Stat. §633 to regulate fire prevention and safety matters affecting the health, safety and welfare of its residents. The City Attorney has reviewed the proposed ordinance and has approved it as to legal form.

Staff Recommendation:

Staff recommends approval of this ordinance based on the information provided as outlined in the aforementioned memo.

Ec: Jan Peters, City Clerk

ORDINANCE NO. 780

AN ORDINANCE AMENDING CHAPTER 46 OF THE CODE OF ORDINANCES; AMENDING FIRE CODE STANDARD PUBLICATIONS AND EDITIONS; ADOPTING SPECIFIC REFERENCE MATERIALS; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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;

WHEREAS, pursuant to Section 1.03 and Section 2.13 of the Charter of the City of Brooksville, the City has the power to enable it to conduct municipal functions and to adopt ordinances; and,

WHEREAS, the City of Brooksville adopted Ordinance No. 723 setting forth the provisions of Chapter 46 Fire Protection and Prevention of the City of Brooksville Code of Ordinances; and,

WHEREAS, Fla. Stat. §633 sets forth the requirements for the Florida Fire Prevention Code and minimum fire safety standards; and,

WHEREAS, Fla. Stat. §633.025 sets forth the requirement that municipalities are required to adopt and enforce the Florida Fire Prevention Code and Life Safety Code as the minimum code; and,

WHEREAS, the City desires to amend Chapter 46 to more effectively address health, safety, life and welfare issues of its citizens with respect to fire prevention and safety; and,

WHEREAS, City Council desires to establish and set standard fees for implementation of the Fire Prevention Code and minimum fire safety standards.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, as follows:

SECTION 1. AMENDMENT TO CHAPTER 46, ARTICLE III SECTION 46-71. The Code of the City of Brooksville, Florida, Chapter 46, “Fire Protection and Prevention,” Article III “Fire Code,” is hereby amended to read as follows:

Sec. 46-71. Adoption of fire prevention code.

~~There are adopted by reference the NFPA, Life Safety Code 101 and the Fire Prevention Handbook, current editions as of 2005 to review, make recommendations to plans and enforce codes and requirements. (Code 1988, § 5-16)~~

(a.) The Florida Fire Prevention Code 2007 edition published by the National Fire Protection Association (NFPA) as based on NFPA 1, Uniform Fire Code 2006 edition and NFPA 101, Life Safety Code©, 2006 edition is hereby adopted by the City of Brooksville along with all subsequent changes, revisions and or modifications thereto. All applicable or associated NFPA codes are also hereby adopted along with all changes, revisions and modifications thereto.

(b.) The Florida Fire Prevention Code, consisting of Rule 69A-3, 69A-36 69A-38 69A-40 thru 44, 69A-47, 69A-49, 69A-53 thru 69A-58, Chapter 633 Florida Statutes, is hereby adopted by the City of Brooksville along with all subsequent changes, revisions and or modifications thereto. All applicable or associated NFPA codes are also hereby adopted along with all changes, revisions and modifications thereto.

(c.) The City adopts and shall enforce the provisions of Florida Statutes §633.025, and shall recognize them as minimum fire safety standards as set forth by the Florida Legislature.

Sec. 46-72. Inspection and other fees.

The city council shall have the power to adopt, by resolution, fees and regulations concerning the life safety inspection or review services of the fire division of the city. Any fee established pursuant to this section for services indentified in this Chapter shall be charged and paid prior to any permit being issued or inspection being performed.

Sec. 46-73. Duties of the fire prevention division.

(a.) It shall be the duty of the fire prevention division to enforce laws and ordinances of the City of Brooksville, including but not limited to those standards and codes adopted and listed in this Chapter, and to perform the following:

- (1) The prevention of fires;
- (2) The prevention of hazardous or unsafe conditions;
- (3) The investigation for the cause, origin, and circumstances of any fire occurring within the city limits;
- (4) Assist in the criminal investigation of any suspicious fire occurring within the city limits;

- (5) Implement a fire watch as required;
- (6) The promotion of fire safety awareness and education;
- (7) The promotion of fire safety awareness and verification of numerical address posted on any new or existing commercial & residential building;

(b.) The fire prevention division shall have other powers and perform other duties as set forth in other sections of this chapter, as well as other duties imposed by law. The fire chief may delegate any powers or duties under this chapter to the fire marshal.

Sec. 46-74. Periodic inspections.

The fire prevention division shall inspect, or cause to be inspected all commercial premises located within the city limits. These inspections shall be done on an annual basis and whenever the division is made aware of hazardous or unsafe conditions within such buildings. These inspections are necessary for the enforcement of laws and ordinances as may be listed within this chapter and for the safeguarding of life and property from fire.

Sec. 46-75. Compliance with codes; service of warnings, fines or orders.

(a) Whenever any inspector or member of the fire prevention division finds in any building, occupied or not, upon any premise within the city limits, and the condition of the new, and/or existing building is deemed to be in violation of the this Chapter, the Fire Marshal or designee shall be authorized to take the following actions:

- (1) Write and issue citations up to one-hundred dollars (\$100.00) for each fire code violation currently existing in any twenty-four (24) hour period;
- (2) Close and secure the occupancy in the name of “public safety;” or
- (3) Secure and disable all utilities including water, electrical, natural gas, liquefied gas, and any other utility in a solid, liquid, or gas state.

(b) For any condition deemed to be unsafe or hazardous which may be considered a threat to life or property, said inspector shall order the occupant or owner of said building or premise to remove or correct such violations or hazards and such orders

shall be complied with immediately or within a reasonable time period as specified by said inspector.

(c) The service of such order may be made upon the owner or occupant of any building or premise found to be in violation and must be in writing. If a written warning or citation is issued, it may be delivered personally to the owner or occupant or to any person in charge of the building or premise, or a copy of the order or warning may be affixed in a conspicuous place as close to the entrance as possible. If any inspector is unable to personally serve the owner or occupant found to be in violation, a copy for the warning or citation may be sent by certified mail to said person.

(d) Any owner or occupant who willfully moves into a new, and (or) existing commercial business without a city of Brooksville change of use permit or change of occupancy permit signed and approved by the fire marshal or designee shall be subject to penalties as identified in (a) above.

(e) Any owner or occupant who leaves any commercial building/multifamily dwelling vacant for a period of six (6) months or more shall provide sufficient written documentation (blue prints and a formal letter) expressing the full intent of building usage and/or re-development and shall meet all the minimal equipments of this code. The sufficiency of the documentation shall be approved, in writing, by the City.

Sec. 46-76. Enforcement; Appointment of Fire Marshall

(a) The fire prevention and safety code shall be enforced by the Brooksville Fire Department and shall be administered under the direct supervision of the fire marshal, which shall be so designated by the fire chief.

(b) The fire marshal shall be appointed on the basis of examination or by any method so designated by the fire chief to determine qualifications. The fire chief shall also designate fire safety inspectors/investigators as shall be necessary to assist in the enforcement of the fire prevention and safety code and to investigate suspicious fires. Such inspectors shall be selected through an examination or by any other method so designated by the fire chief to determine qualifications.

Sec. 46-77. Violation of Code.

It shall be unlawful for any person to violate this code, to permit or maintain any violation of this code, to refuse to obey any provision thereof, or to fail or refuse to comply with any such provision or regulation except as may be allowed by the action of

the fire official in writing. Proof of such unlawful act or failure to correct such violations shall be deemed prima facie-evidence that such act is that of the owner or other person in control of the premises. Prosecution or lack thereof of the owner, occupant, or the person in charge shall not be deemed to relieve any other person.

Sec. 46-78. Penalties.

Any person who shall violate any of the provisions of the Brooksville Fire Prevention and Safety Code or who shall fail to comply with any orders issued therewith; or shall build in violation of any details, statements, specifications or plans submitted or approved there under or shall operate not in accordance with the provisions of any certificate, permit, or approval issued there under, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the fire marshal or by a court of competent jurisdiction within the time period specified herein, shall severally for each and every violation and noncompliance, respectively, be subject to the penalties set forth in Section 125.69, Florida Statutes. The imposition of a penalty for violations shall not excuse the violation nor shall the violation be permitted to continue, and all such persons cited shall be required to correct or bring into compliance such violations within a reasonable time period. When not otherwise specified, for each ten (10) day period in which violations continue thereafter, a separate offense shall be considered to have been committed.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. CONFLICTS AND REPEALER. This Ordinance shall be cumulative of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance, which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. 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 46 as directed herein.

SECTION 5. CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word; provided, however, that Sections 2, 3, 4, and 5 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

CITY OF BROOKSVILLE, FLORIDA

Attest:

Janice Peters, City Clerk

By: _____
Joe Bernardini, Mayor/Chair

PASSED on First Reading _____
NOTICE Published on _____
PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:

Bernardini _____
Bradburn _____
Johnston _____
Lewis _____
Pugh _____

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



**AGENDA
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

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

FROM: JENNIFER REY, ESQ. *[Signature]*
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY

SUBJECT: MUNICIPAL ELECTIONS COOPERATIVE AGREEMENT

DATE: SEPTEMBER 28, 2009

GENERAL SUMMARY: At the City Council meeting held on Monday, July 21, 2008, the City Council approved moving forward with making several changes to the municipal elections code. On August 18, 2008, City Council adopted Ordinance No. 761 revising the municipal elections code. Council directed staff to work with the Hernando County Supervisor of Elections regarding revising the Municipal Elections Agreement to provide for the Supervisor to serve as the designated election official.

Staff negotiated a Municipal Elections Cooperative Agreement which was presented to the Council at its January 5, 2009 meeting. The City Council decided to table the matter until further notice. At its Budget Workshop held on August 25, 2009, the City Council directed that the matter be brought back for further discussion.

Attached is a revised Municipal Elections Cooperative Agreement for Council's review. The attached agreement was negotiated with Annie Williams, Supervisor of Elections, during a meeting with the City Manager, City Clerk and City Attorney, held on September 21, 2009, wherein issues of oversight of the process, involvement in poll worker training and procedural checks and balances were discussed.

If City Council desires to move forward with the Agreement, there are two other Council actions which would be required to properly implement the Agreement. One element of the Agreement, regarding collection of qualifying fees, requires a revision to the current elections code; therefore, staff has prepared a proposed ordinance to amend Section 30-6 Qualifying Fees. In addition, City Council would have to adopt a resolution identifying the Supervisor of Elections as the designated City Election Official.

BUDGET IMPACT: Under the current code, candidates are assessed a 3% filing fee based on the annual salary for a councilmember (\$5400 x .03 = \$162/per qualifying candidate). This fee is retained in the general fund by the City. Should Council adopt the proposed resolution and authorize entry into the revised Agreement, the Supervisor of Elections would collect and retain this fee.

LEGAL REVIEW: It is within Council discretion and authority to amend the code of ordinances and to direct renegotiation of the current Municipal Elections Cooperative Agreement. Legal has reviewed the proposed ordinance and resolution, and has negotiated the proposed Agreement and finds that it is in proper legal form.

ATTACHMENTS: Proposed Municipal Elections Cooperative Agreement
Ordinance No. 772
Resolution No. 2009-01

ATTACHMENT A

SUPERVISOR OF ELECTIONS

OUR MISSION

It is the mission of the Supervisor of Elections office to ensure the integrity of the electoral process and empower each voter through continuous education.

DISCUSSION TOPICS

- Precincts**
- Split Precincts**
- Polling Place Procedures**

PRECINCTS

PRECINCTS

HOW ARE PRECINCT BOUNDARIES DETERMINED?

- Florida Statute
- Contiguous and compact areas
- Bounded on all sides

SPLIT PRECINCTS

SPLIT PRECINCTS

WHY ARE PRECINCTS SPLIT?

- District lines
- Precinct lines cross district lines
- Avoid splits when reasonable & feasible

POLLING PLACE PROCEDURES

POLLING PLACE PROCEDURES

CHECK IN AND BALLOTS

- One check in line
- Voting pass issued
- Ballot attendant
- Verification
- Ballot issued

QUESTIONS?

ATTACHMENT B

MUNICIPAL ELECTIONS COOPERATIVE AGREEMENT

THIS AGREEMENT entered into by and between the City of Brooksville, Florida, a municipal corporation, (hereinafter the "CITY") and the Office of Supervisor of Elections for Hernando County, Florida (hereinafter the "SUPERVISOR").

WHEREAS, the CITY requires regular municipal elections to be held on a schedule consistent with the prescribed dates of the general election conducted every other year by the SUPERVISOR; and,

WHEREAS, the CITY has requested the assistance of the SUPERVISOR in conducting its regular municipal elections; and,

WHEREAS, the CITY may also require a special municipal election or referendum to be conducted on its behalf; and,

WHEREAS, the SUPERVISOR is agreeable to providing such assistance to the CITY subject to the conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, PROMISES AND COVENANTS TO BE COMPLIED WITH, THE PARTIES HEREBY CONTRACT AND AGREE AS FOLLOWS:

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

2. **AUTHORITY.** All municipal elections will be conducted under the legal authority of the City Charter, applicable codes and ordinances of the CITY and any sections of Chapters 97 through 106, Florida Statutes (the State Election Code) which specifically reference municipal elections or which have been officially adopted by the City. A copy of the City of Brooksville Election Code is attached hereto as 'Exhibit A'. Any modifications to this code will be provided to the SUPERVISOR upon adoption of same by the CITY.

3. **DESIGNATED ELECTION OFFICIAL.** Pursuant to Code of Ordinances of the City of Brooksville Section 30-3, the CITY designates the SUPERVISOR as its designated election official for municipal elections, special municipal elections, and referendums.

4. **ELECTION DATES.** Regular municipal elections will be held on the first Tuesday after the first Monday in November of each even numbered year, concurrent with the general election conducted by the SUPERVISOR, unless City Council issues a resolution canceling same due to the fact that only one candidate qualified. In the event that a special municipal election or referendum is called by City Council, to be conducted with the assistance of the SUPERVISOR, the date of said election shall be coordinated with the SUPERVISOR pursuant to the applicable provisions of City Charter, City Code

or Florida Statutes. The CITY will make every attempt to set the date of such special municipal election or referendum with as much advance notice as possible, preferably ninety (90) days in advance but not less than thirty (30) days prior to the date.

5. SPECIAL MUNICIPAL ELECTION OR REFERENDUM. In the event that the CITY schedules a special municipal election or referendum not held during an election regularly conducted by the SUPERVISOR, unless other arrangements are made, the SUPERVISOR shall assist the CITY in conducting the special municipal election or referendum under the provisions provided herein for regular municipals elections.

6. QUALIFYING OFFICIAL. The SUPERVISOR shall serve as the Qualifying Officer for all municipal candidates, and will maintain qualification and campaign financing paperwork and reports and remit the required election assessment fees to the Department of State as required in the State Election Code.

7. QUALIFYING FEES AND ELECTION ASSESSMENT. The SUPERVISOR shall collect and retain qualifying fees for the purposes of funding the obligations under this Agreement. The SUPERVISOR shall collect the election assessment fees and remit said fees to the Department of State as required in the State Election Code.

8. ELECTION ADVERTISING, NOTICES AND REPORTING. The SUPERVISOR will place all required legal advertisements, and notices required as they relate to the regular or special municipal elections or referendums. Supervisor will notify the Division of Elections of election, qualified candidates, cancellation of election, if appropriate, and election results once officially declared by City Council.

9. ELECTION BALLOTS. The SUPERVISOR shall provide the CITY with a final slate of qualified candidates, such that the City Council may adopt, by resolution, the qualified candidates to be listed on the municipal election ballot. The SUPERVISOR shall include municipal candidates and municipal ballot questions, once officially announced and adopted by resolution of the CITY, on any printed materials prepared by SUPERVISOR or information given out verbally.

10. CONDUCT OF ELECTIONS. The SUPERVISOR shall conduct all aspects of regular municipal election, unless otherwise provided or exempted herein, including the programming of the election tabulating equipment, testing the system and certifying the tabulating software as required by the Division of Elections and State Election Code, providing the facility to tabulate the election results, ordering all ballots and precinct registers, and issuing and maintaining the absentee votes. SUPERVISOR shall make provisions to allow at least one CITY designated representative to (1) attend and participate in meetings and trainings regarding municipal elections including poll worker training, (2) to review, monitor and provide oversight at City precincts on election days; and (3) shall allow at least one CITY designated representative into the equipment room during the tabulating process.

11. VOTER REGISTRATION AND DETERMINATION. CITY shall notify SUPERVISOR of changes in CITY boundaries which effect voter registration and eligibility as a municipal voter. The CITY may audit municipal voter records to confirm that CITY boundary changes have been properly incorporated into the municipal voter roll. The SUPERVISOR shall maintain registered voter records by CITY precincts and provide a list of registered municipal voters by precinct to CITY when requested, following close of registration books. SUPERVISOR shall notify registered voters of any change in CITY precinct boundaries or polling place location changes in accordance with the State Election Code.

12. CANVASSING BOARD. The Hernando County Canvassing Board and SUPERVISOR'S staff shall be legally responsible for regular municipal elections held concurrent with the general election and the canvass of election returns thereof. In the case of a special municipal election or referendum not held in conjunction with a county-wide election, the CITY shall be legally responsible for and shall appoint a Canvassing Board unless other provisions are made with the SUPERVISOR in advance. The CITY shall make arrangements and bear the expense for legal representation of the County Canvassing Board in any election challenge, protest or quo warranto proceedings resulting from a regular municipal election.

13. ELECTION RESULTS. The SUPERVISOR shall provide three (3) certified copies of election results in printed format, by precinct and final tally, with absentee ballots being tabulated as a separate precinct. The SUPERVISOR shall present to the CITY the elections results such that the City Council shall officially declare all election results as stipulated in City Code. All results of municipal elections shall be considered unofficial until so declared by City Council.

14. ELECTION PROTESTS. The SUPERVISOR will be responsible for decisions regarding election protests and/or requests for recounts of the vote of such regular municipal elections held concurrent with the general election. Such protests and requests shall be made to the County Canvassing Board in accordance with the provisions of the State Election Code. The CITY Canvassing Board shall be responsible for decisions regarding election protests and/or requests for recounts of the vote of such special municipal election and referendums not held in conjunction with county-wide elections. Such protests and requests shall be made to the CITY Canvassing Board in accordance with the provisions of the CITY'S municipal charter and the State Election Code.

15. ELECTIONS COSTS. The CITY shall reimburse the SUPERVISOR for any additional costs incurred by SUPERVISOR for incorporation of regular municipal election in the county election process. Upon agreement of the parties as to the cost of a special municipal election or municipal referendum, the CITY shall reimburse SUPERVISOR for election expenses, including personnel costs incurred which are necessary to conduct the special municipal election or referendum. The CITY shall pay reasonable replacement costs involved to repair equipment damaged during special

municipal elections or referendums to the extent not covered and paid for by any insurance.

16. **TERM OF AGREEMENT.** This AGREEMENT shall remain in effect through December 31, 2012, and shall be automatically renewed for additional two-year terms thereafter until and unless either party hereto gives the other not less than one-hundred eighty (180) days notice in writing of its desire to terminate the Agreement at the end of the then current term.

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

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

19. **DEFAULT.** Neither party shall declare the other in default of any provisions of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

20. **DISPUTE RESOLUTION.** All personnel of the SUPERVISOR and CITY are expected to cooperate to assure the highest level of service and efficiency for the citizens. In the event that there is an operational or procedural conflict between the personnel of the SUPERVISOR or CITY, the dispute shall be resolved between the SUPERVISOR, the City Manager, and the Mayor.

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

Supervisor of Elections
20 N. Main Street, Room 165
Brooksville, Florida 34601

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

22. **HOLD HARMLESS.** The CITY will be held harmless from any adverse legal or financial actions, or liability resulting from or incident to any of the SUPERVISOR'S activities under this Agreement.

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

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

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

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

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

28. **GENERAL.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. This Agreement constitutes the entire Agreement among the parties and supersedes all prior agreements, whether oral or written. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

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

IN WITNESS WHEREOF the City of Brooksville and the Hernando County Supervisor of Elections have respectively signed this Agreement and caused their seals to be affixed and attested as of this day and year first above written.

**SUPERVISOR OF ELECTIONS
HERNANDO COUNTY, FLORIDA**

CITY OF BROOKSVILLE

Signature

Signature

Annie D. Williams

Joe Bernardini

Printed Name

Printed Name

Supervisor of Elections

Mayor, City Council

Title

Title

Date

Date

STATE OF FLORIDA

COUNTY OF HERNANDO

Subscribed and sworn before me by,
Annie D. Williams, Supervisor of
Elections, who is personally known to
me, on this _____ day of _____,
200__.

Seal

Notary Public: _____

My Commission Expires: _____

Seal:

Attested to by City Clerk,

Approved as to form for the reliance of
the Supervisor of Elections.

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

County Attorney

Thomas S. Hogan, Jr., City Attorney

ATTACHMENT C

ORDINANCE NO. 772

AN ORDINANCE AMENDING THE CODE OF THE CITY OF BROOKSVILLE, FLORIDA, CHAPTER 30, "ELECTIONS;" AMENDING SECTION 30-6 QUALIFYING FEES; PROVIDING FOR CODIFICATION, CONFLICTS, REPEALING, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council has previously adopted Ordinance No. 553, Ordinance No. 546, Ordinance No. 553, Ordinance No. 546-A, Ordinance 2000-15, Ordinance No. 546-B, and Ordinance No. 761 relating to municipal elections; and,

WHEREAS, in accordance with Section 30-3 of the Code of Ordinances, the City Clerk is the designated election official and the city council has the authority to appoint an alternative official as may be necessary; and,

WHEREAS, the City has a current cooperative agreement with the County Supervisor of Elections to conduct certain aspects of municipal elections; and,

WHEREAS, the City is amending its current agreement with the County Supervisor of Elections to designate the Supervisor of Elections for Hernando County to serve as the designated election official for the City; and,

WHEREAS, the City Council of the City of Brooksville, Florida desires to amend its Code of Ordinances, relating to municipal elections, in order to clarify the authority for the county Supervisor of Elections to perform on the City's behalf under the municipal elections cooperative agreement.

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

SECTION 1. AMENDMENT TO SECTION 30-6. The Code of the City of Brooksville, Florida, Chapter 30, "Elections", Section 6 Qualifying Fees is hereby amended to read as follows:

Sec. 30-6. Qualifying fees.

(a) Each candidate for office, except for a person qualifying as a write-in candidate, at the time of qualifying as a candidate for office, shall pay to the designated election official a filing fee of three percent of the annual salary of a city councilmember at the time the oath is taken. ~~This filing fee will be deposited into the general fund of the city.~~

(b) Pursuant to F.S. § 99.093, the candidate must also pay an election assessment at the time of qualifying, which will be forwarded to the state as stipulated. An exemption to the required payment is referenced therein.

(c) A qualifying fee shall be returned to the candidate, less ten percent for administrative handling costs, if the candidacy is withdrawn before the last date to qualify.

(Code 1988, § 2-236); **State law references:** Qualifying fee, F.S. § 99.092; election assessment, F.S. § 99.093.

SECTION 2. 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 3. CONFLICTS AND REPEALER. All ordinances or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. 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 30 "Elections" as directed herein.

SECTION 5. 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 2, 3, 4, and 5 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

APPROVED on **FIRST READING** this ____ day of _____, 2009.

NOTICE PUBLISHED on ____ day of _____, 2009.

ADOPTED on the **SECOND READING AFTER DUE PUBLIC NOTICE AND HEARING, CITY OF BROOKSVILLE** this ____ day of _____, 2009.

CITY OF BROOKSVILLE

Joe Bernardini, Mayor

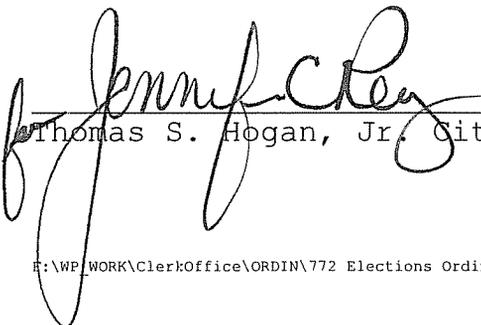
ATTEST:

Janice L. Peters, CMC,
City Clerk

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

VOTE OF COUNCIL:

Bernardini _____
Bradburn _____
Johnston _____
Lewis _____
Pugh _____



Thomas S. Hogan, Jr. City Attorney

F:\WP\WORK\Clerk\Office\ORDIN\772 Elections Ordinance Revision - Fees.doc

ATTACHMENT D

RESOLUTION NO: 2009-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, DESIGNATING THE SUPERVISOR OF ELECTIONS FOR HERNANDO COUNTY AS THE CITY'S ELECTION OFFICIAL; AND PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 30-2 of the Code of Ordinances, the City Council may designate an election official; and,

WHEREAS, City elections are generally held in conjunction with general county-wide elections; and,

WHEREAS, the City of Brooksville desires to collaborate with the Supervisor of Elections of Hernando County in an effort to provide municipal election services in an efficient and cost-effective manner; and,

WHEREAS, the Supervisor of Elections for Hernando County has expressed a desire to provide municipal elections services on behalf of the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:

SECTION 1. DESIGNATED ELECTION OFFICIAL. The Supervisor of Elections for Hernando County is designated as the Elections Official for the City of Brooksville and shall carry out those functions and duties as set forth in the State Election Code, City Election Code and in the Municipal Elections Cooperative Agreement.

SECTION 2. MUNICIPAL ELECTIONS COOPERATIVE AGREEMENT. The City Council authorizes the City Manager to neogitate a cooperative agreement, and any amendments thereto, with the Supervisor of Elections for Hernando County to provide municipal elections services on behalf of the City.

SECTION 3. CONFLICT. Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal

or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THIS _____ DAY OF _____, 2009.

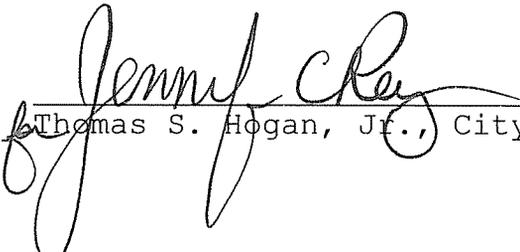
CITY OF BROOKSVILLE

By: _____
Joe Bernardini, Mayor

ATTEST: _____
Janice L. Peters, CMC
City Clerk

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

VOTE OF CITY COUNCIL
Bernardini _____
Bradburn _____
Johnston _____
Lewis _____
Pugh _____



Thomas S. Hogan, Jr., City Attorney

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – October 19, 2009

1. **TYPE:** Letter
 DATE: August 4, 2009
 RECEIVED FROM: Florida Department of Health
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Appreciation of the City embracing the “tobacco free worksite” initiative.

2. **TYPE:** Letter
 DATE: September 22, 2009
 RECEIVED FROM: Florida Department of Environmental Protection
 ADDRESSED TO: Emory Pierce, Director of Public Works
 SUBJECT: Notification of State Revolving Fund financial assistance for construction of the City of Brooksville’s sewer rehabilitation/replacement project.

3. **TYPE:** Letter
 DATE: October 7, 2009
 RECEIVED FROM: Bright House Networks
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Switched Digital Video Technology

4. **TYPE:** Letter
 DATE: October 2, 2009
 RECEIVED FROM: USDA
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Fiscal Year 2008 Audit

5. **TYPE:** Letter
 DATE: October 7, 2009
 RECEIVED FROM: Southwest Florida Water Management District
 ADDRESSED TO: Local Officials
 SUBJECT: Phase II & Phase III Water Shortage Orders Extended Again

6. **TYPE:** Letter
 DATE: October 8, 2009
 RECEIVED FROM: Karen Nicolai, Clerk of Circuit Court
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: 2009 Value Adjustment Board Appeals

7. **TYPE:** Report
 DATE: FY2008
 RECEIVED FROM: Brooksville Housing Authority
 ADDRESSED TO: City of Brooksville
 SUBJECT: Report on audit of basic financial statements, supplemental information and single audit for the year ended December 31, 2008

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



Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

August 4, 2009

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

Dear Jennene,

Thank you for making arrangements for the Hernando County Health Department and the Hernando County Community Anti-Drug Coalition to present at the August 3 City Council meeting. I am thrilled that the council members embraced the "tobacco free worksite" initiative and has already made plans to move forward on selecting a date to go tobacco free.

This is a bold step and one that will further distinguish your organization as a role model for local businesses and other communities. We look forward to supporting your efforts in whatever way we can.

Congratulations on your commitment to the health of your employees and to the residents of Brooksville.

Sincerely,



Elizabeth A Callaghan, MS, LD
Administrator

Nature Coast

Community Health Center
"Promoting A Healthy Hernando"

HERNANDO COUNTY HEALTH DEPARTMENT
Elizabeth A. Callaghan, MS, LD, Administrator & CEO
300 South Main Street
Brooksville, FL 34601
(352) 540-6800
Fax: (352) 754-4132
7465 Forest Oaks Blvd
Spring Hill, FL 34606
(352) 540-6800
Fax: (352) 688-5097

ETA
10/19/09



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

SEP 22 2009

FED EX DELIVERY - SIGNATURE REQUIRED

Mr. Emory H. Pierce
Director of Public Works
City of Brooksville
600 S. Brooksville Avenue
Brooksville, Florida 34601

Re: WW270200 & WW270201 - Brooksville
Major Sewer Rehabilitation/Replacement

Dear Mr. Pierce:

We are pleased to provide State Revolving Fund financial assistance for construction of your major sewer rehabilitation/replacement project. One original of each fully executed loan agreement is enclosed. To draw money under the agreements, please call David Courson at 850/245-8358 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Phil Coram, P.E., Deputy Director
Division of Water Resource Management

PC/md

Enclosures

cc: Honorable Joe Bernardini - City of Brooksville
Laureen Busacca - City of Brooksville

cc: Steve Baumgartner, Finance Director
Richard Riderley, Public Works Director

CTN
10.19.09
DW

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

tel 863.965.7733
fax 863.288.2299



October 7, 2009

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

Dear Ms. Norman-Vacha,

Bright House Networks is continuing its commitment to bring new technology and advanced digital services to our community. To that end, we are implementing a new digital video delivery technology known as Switched Digital Video (SDV). SDV is a robust bandwidth-management system that makes it possible to offer more digital video programming services than before, including new HD channels.

In order to offer more new video services, Bright House Networks will be moving some existing programming services to the SDV system as well as adding new programming on the SDV system.

Beginning on or after Tuesday, November 10th, 2009, the following services will be delivered on the SDV system:

Hallmark Movie Channel HD will remain on channel 703
Universal HD will remain on channel 708
MGM HD will remain on channel 710
Smithsonian Channel HD will remain on channel 711
MAVTV HD will remain on channel 712

In addition, on or after Wednesday, November 18th, 2009, the following new channels will be delivered on the SDV system:

BBC America HD Channel 752
Cartoon Network HD Channel 753
Crime and Investigation HD Channel 754
E! HD Channel 755
Fox Business Network HD Channel 756



Florida/Virgin Islands
2629 Waverly Barn Road,
Suite 129
Davenport, FL 33897

Area Five Office
Telephone: (863)420-4833
FAX: (863) 424-7333
TDD: (352) 338-3499
www.rurdev.usda.gov/fl

October 2, 2009

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

RE: Fiscal Year 2008 Audit

Dear Ms. Norman-Vacha:

We have completed our review of the City's Fiscal Year 2008 Audit as it relate to the loan and grant obligations with this agency.

Our review did not identify any matter which would constitute a material weakness or non-compliance with USDA Rural Development regulations or your loan/grant agreement. This concludes this years Audit requirement.

Thank you for your cooperation in completing this review. Should you have any questions, please contact Ms. Sylvia Robinson, Area Specialist at the above address or telephone number.

Sincerely,

VERNON M. FULLER
Area Director

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

October 7, 2009

- Todd Pressman**
Chair, Pinellas
- Ronald E. Oakley**
Vice Chair, Pasco
- Hugh M. Gramling**
Secretary, Hillsborough
- Sallie Parks**
Treasurer, Pinellas
- Carlos Beruff**
Manatee
- Bryan K. Beswick**
DeSoto
- Jennifer E. Closshey**
Hillsborough
- Neil Combee**
Polk
- Albert G. Joerger**
Sarasota
- Maritza Rovira-Forino**
Hillsborough
- H. Paul Senft, Jr.**
Polk
- Douglas B. Tharp**
Sumter
- Judith C. Whitehead**
Hernando

David L. Moore
Executive Director
William S. Bilenky
General Counsel

SUBJECT: Notice – Phase II & Phase III Water Shortage Orders Extended Again

Dear Local Official:

During its meeting on September 29, 2009, the Governing Board of the Southwest Florida Water Management District (District) extended and otherwise modified three water shortage orders previously issued by the Board (described below). These actions do not affect any emergency water shortage orders previously issued by the Executive Director. In making these decisions, Board members took into consideration several factors, including only modest improvements over the summer rainy season to water resource conditions.

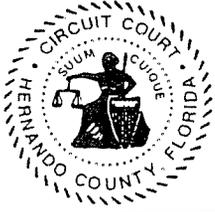
Here are summaries of the orders, including expiration dates and any other changes:

- Order SWF 07-02 was extended to February 28, 2010, with one additional modification. It continues to require a once-per-week lawn watering schedule and other Modified Phase II water shortage measures for all uses in 16 counties, except when superseded by one of the Phase III orders. These restrictions also apply to the City of Dunnellon and the portion of The Villages located in Marion County. The one change is that small aesthetic water features are no longer subject to the previous eight-hour limitation on daily operation.
- Order SWF 08-044 was extended to December 31, 2009. It continues to require a stringent new plant establishment period and other Modified Phase III measures for select uses in Hillsborough, Pasco and Pinellas counties. Mandatory system status reporting also remains in effect for the six member governments of Tampa Bay Water.
- Order SWF 09-009 was extended to October 31, 2009. It also continues to require Modified Phase III measures for select uses, with an effective area that includes Charlotte, DeSoto, Manatee and Sarasota counties.

For complete information about any of these water shortage orders, please visit the District's website (www.WaterMatters.org) or contact the District's hotline team (please call 1-800-848-0499 or e-mail water.restrictions@WaterMatters.org).

Sincerely,

David L. Moore, P.G.
Executive Director



KAREN NICOLAI

CLERK OF CIRCUIT COURT - HERNANDO COUNTY, FLORIDA

20 N. MAIN STREET
BROOKSVILLE, FLORIDA 34601-2800

October 8, 2009

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

Dear Ms. Norman-Vacha:

Pursuant to Florida Statutes, Chapter 193.116, Municipal Assessment Rolls, the Value Adjustment Board (VAB) is required to provide notice whenever an appeal is made with regard to property located within your municipality. Attached is a list of properties for which appeals have been filed to date, with the 2009 Value Adjustment Board.

Each petition will be reviewed by the Property Appraiser. The VAB has appointed Special Magistrates to hear appeals and submit recommendations to the VAB for those petitions that are not resolved by the Property Appraiser. Tentatively, the VAB will take action on the recommendations in January 2010, after which Decision Notices will be mailed to the petitioners.

Sincerely,

Judy S. Korbis
Administrative Services Manager

Enclosures

cc: Alvin Mazourek, Property Appraiser

JK:slc

cc: Steve Borum, Finance Director

CTN
10-19-09

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

**REPORT ON AUDIT OF BASIC FINANCIAL STATEMENTS,
SUPPLEMENTAL INFORMATION AND SINGLE AUDIT**

FOR THE YEAR ENDED DECEMBER 31, 2008



MALCOLM JOHNSON & COMPANY, P.A.