

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

AGENDA

November 2, 2009

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. REQUESTS FOR WAIVERS

1. Kiwanis Club of Brooksville – Annual Christmas Parade Fee Waiver

Consideration of request to partially waive fees in the amount of \$3,822.34 with a commitment from Kiwanis to pay \$1,000 to offset costs to hold the 35th Annual Christmas Parade on Saturday, December 12, 2009.

Presentation: Ron Wheelles, Club President, &
Robert Watts, Committee Chair
Recommendation: Direction to Staff
Attachments: Memo from City Manager dated
10/23/09, Letter from Kiwanis
President dated 10/08/09, Insurance
Certificate, Street Closure Application,
Map

2. Humane Society of the Nature Coast - 2nd Annual Fur Fest

Consideration of request to waive fees in the amount of \$275 to offset costs to hold the 2nd Annual Fur Fest in Tom Varn Park on Saturday, November 14, 2009.

Presentation: Director of Parks, Facilities &
Recreation
Recommendation: Direction to Staff
Attachments: Memo from Director of Parks,
Facilities & Recreation dated
10/22/09, Facility Use Agreement

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. American Indian Heritage Month

Proclamation in honor of American Indian Heritage Month to be presented to the Weida Liguori, representing the Daughters of the American Revolution.

Presentation: Mayor Bernardini
Attachment: Proclamation

REGULAR COUNCIL MEETING AGENDA – NOVEMBER 2, 2009

E. CONSENT AGENDA

1. **Minutes**
August 25, 2009 Budget Workshop
2. **Department of Public Works Surplus Equipment/Vehicles**
Consideration to surplus equipment/vehicles that is no longer of use.
3. **Lift Station Telemetry Equipment Purchase**
Consideration of sole-source purchase of telemetry system for the amount of \$37,199 plus shipping and applicable taxes.
4. **Purchase of Rear-loader Garbage Truck**
Consideration of the purchase of rear-loader garbage truck via from Florida Sheriffs Association, Association of Counties and Fire Chiefs Association Bid List for an amount not-to-exceed \$178,857.

CONSENT AGENDA APPROVAL (✓)

Recommendation: Approval of Consent Agenda
Attachments: 1) Minutes; 2) Memo from Interim Director of Public Works dated 10/08/09; 3) Memo from Interim Director of Public Works dated 10/13/09, Letters from DFS dated 08/11/09 and 10/21/09; 4) Memo from Interim Director of Public Works dated 10/01/09, Proposal

F. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

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.

Presentation: Fire Chief
Recommendation: Approval of second reading upon roll call vote
Attachments: Memo from Fire Chief dated 11/02/09, 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: City Attorney
Recommendation: Approval of second reading upon roll call vote
Attachments: Memo from Fire Chief dated 11/02/09, Proposed Ordinance

REGULAR COUNCIL MEETING AGENDA – NOVEMBER 2, 2009

3. **Ordinance No. 772 – Municipal Elections Qualifying Fees**
Consideration of an ordinance amending Section 30-6 Qualifying Fees of the Code.

Presentation: City Attorney
Recommendation: Approval of second reading upon roll call vote
Attachments: Memo from City Attorney dated 10/23/09, Proposed Ordinance

G. REGULAR AGENDA

- ** 1. **Ordinance No. 781 – Innovators Investment Group, LLC Property Re-Zoning**
Consideration of the re-zoning of a 7.76 acre ± parcel of land located north of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue to the classification of Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development - consisting of General Commercial and residential.

Presentation: City Planner
Recommendation: Approval of the first reading of Ordinance No. 781 as recommended by Staff and P&Z Commission upon roll call vote and schedule second reading for 11/16/09
Attachments: Memo from City Planner dated 11/02/09; Proposed Ordinance, Location Map & Petitions

2. **Resolution No. 2009-12 to Florida Dept. of Transportation (FDOT) – Annual Christmas Parade Route**
Consideration of approval of resolution supporting annual Kiwanis Christmas Parade route and closing of SR50/Jefferson St. & US41/Broad St., with authorization for Police Chief and Public Works Director to sign FDOT permit application.

Presentation: Interim Director of Public Works
Recommendation: Motion to Approve Resolution No. 2009-12 contingent upon Street Closure/Fee Waiver Approval (Item C-1)
Attachments: Memo from Interim Director of Public Works dated 11/02/09; Proposed Resolution, FDOT Permit

3. **Enrichment Center/Quarry Project Construction & Occupancy Agreement**
Consideration and approval of proposed agreement.

Presentation: Director of Parks, Facilities & Recreation
Recommendation: Approval of Agreement
Attachments: Memo from City Attorney dated 10//09; Agreement

REGULAR COUNCIL MEETING AGENDA – NOVEMBER 2, 2009

- H. CITIZEN INPUT
- I. ITEMS BY COUNCIL
- J. 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.

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AGENDA ITEM NO. C-1
11/2/09

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: KIWANIS CHRISTMAS PARADE

DATE: OCTOBER 23, 2009

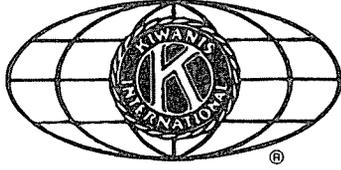
GENERAL SUMMARY/BACKGROUND: The Kiwanis Club of Brooksville (event organizers) has requested that the City of Brooksville waive fees in the amount of \$2,822.34, with them contributing \$1,000.00 toward the costs for the event. The total City estimated costs for the Christmas Parade event, as outlined within the Street Closure Application is \$3,822.34. The Kiwanis will provide insurance coverage in the amount of \$2,000,000 general liability/personal injury and automobile liability in the amount of \$1,000,000 in coverage. The City of Brooksville will be/is to be named additionally insured/certificate holder on the coverage. Their letter along with the Street Closure Permit is enclosed as "Attachment 1."

BUDGET IMPACT: Waiver of the fees would mean a loss of revenues for the City in the amount of \$2,822.34. A report of fees waived for FY 2009-10 is attached as "Attachment 2" for your review/use. To date, Council has waived fees in a total amount of \$3,411.10 for FY 2009-10. Should Council approve this waiver a total amount of \$6,233.44 will have been committed within the FY 2009-10 budget, where Council has approved \$7,000.00 for special events in budget line-item 001-010-511-59901.

LEGAL NOTE: Administrative Policy 1-2000, regarding Street Closure Permits, requires the costs for barricading streets and controlling traffic to be reimbursed by the applicant requesting permit for closure. The City Council has the authority to waive fees established by policy.

STAFF RECOMMENDATION: Staff will move forward with the direction of Council.

Attachment 1



KIWANIS CLUB
OF BROOKSVILLE, INC.

MEETS TUESDAY
NIGHT 6:30 P.M.

POST OFFICE BOX 685
BROOKSVILLE, FL 34605-0685

October 20, 2009

The City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Re: The Christmas Parade

Dear Ms. Norman-Vacca:

In view of the current conditions of fiscal conservation, the Kiwanis Club of Brooksville in their endeavor to keep the tradition of providing the community the joy of the annual Christmas Parade, we understand the cost of providing police protection for the parade route needs to be addressed. We wish to have this issue placed on the City Council agenda.

The Kiwanis Club wishes to request a partial waiver of any fees that might be incurred. The Club is willing to pay a cap amount of \$1,000.00 as assistance in paying for any extra expenses that might be needed. We do not expect the City to take on the full burden for the costs for the services provided by the City for the Parade.

I look forward to having an answer so that we may proceed with the final plans of providing the parade to the community.

Sincerely,

Shirley Hammatt
President

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID 9A KIWAN03	DATE (MM/DD/YYYY) 12/01/08
PRODUCER Hylant of Indianapolis, LLC 501 Congressional Blvd Carmel IN 46032 Phone: 800-678-0361 Fax: 317-817-5151		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Kiwanis International All Clubs and Their Members Insured Local Club: Brooksville c/o Karen Beasley P O Box 685 Brooksville FL 34605		INSURERS AFFORDING COVERAGE INSURER A Lexington Insurance Company INSURER B INSURER C INSURER D INSURER E	NAIC # 019437

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg Per District GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	065302393	11/01/08	11/01/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$3,000,000 Agg	065302393	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A		OTHER Self Insured Retention	065302393	11/01/08	11/01/09	All Claim \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured as respects General Liability regarding the following Kiwanis event: Christmas Parade and Festival on December 13, 2008 in the City of Brooksville.

CERTIFICATE HOLDER ALLCERT Florida Department of Transportation 16411 Springhill Drive Brooksville FL 34604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Terris Kaufman</i>
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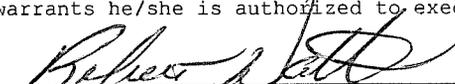
CITY OF BROOKSVILLE APPLICATION FOR TEMPORARY STREET CLOSURE

201 Howell Avenue
(352) 540-3810

INSTRUCTIONS: Complete top portion of form and return to Clerk's Office, 201 Howell Avenue, Brooksville, FL 34601. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$100,000 for each individual and \$300,000 for event. Applicant will be notified of estimated cost; receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event. **Certificate Attached** - Yes No WILL BE PROVIDED AFTER START OF NEW FISCAL YEAR (ie 11/1/09)

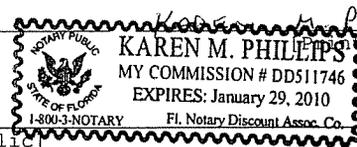
Name or Organization <u>BROOKSVILLE KIWANIS CLUB</u>		Event <u>35th ANNUAL BROOKSVILLE CHRISTMAS PARADE</u>	
Person in Charge <u>ROBERT WATTS, CHAIR</u>		Address <u>PO BOX 685, BKVL FL 34605-0685</u>	Telephone <u>352-796-2926</u>
If unavailable (Alternate Name) <u>RON WHEELER, CO-CHAIR</u>		Address <u>SAME</u>	Telephone <u>352-796-7225</u>
Date of Event <u>12/12/09</u>	Starting Time <u>7:00 AM</u>	Ending Time (approx) <u>12:30 pm</u>	Estimated Number of Participants <u>1000+</u>
Proposed Route (include Street/Avenue, attach location map) <u>SEE ATTACHED</u>			

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

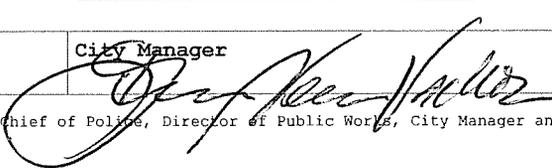

Signature ROBERT WATTS, PARADE CHAIR
State of Florida

County of HERNAND

The foregoing instrument was acknowledged before me this 17th day of SEPTEMBER, 2009, by ROBERT WATTS, who is personally known to me or who presented ROBERT WATTS as identification, and who (did) ~~did not~~ take an oath.


[Signature of Notary Public]

[Commission Number of Notary Public]

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

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

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

NOTE: A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE

CITY OF BROOKSVILLE

STREET CLOSURE

COST PROJECTION

201 Howell Avenue

(352) 540-3810

Event: KIWANIS CHRISTMAS PARADE
Starting: 10 am End: 12:30 pm

Police Department

Personnel	<u>18</u>	@	\$	=	\$	<u>2256.05</u>
Equipment	<u>18 Vehicles</u>	@	\$	=	\$	<u>150.00</u>
		@	\$	=	\$	
		@	\$	=	\$	
		@	\$	=	\$	

POLICE DEPARTMENT TOTAL \$ 2406.05

Fire Department

Personnel	<u>CHIEF</u>	@	\$	<u>-0-</u>	=	\$	<u>0</u>
Equipment	<u>DC SHR</u>	@	\$	<u>28.79</u>	=	\$	<u>\$143.94</u>
	<u>CAPTAIN SHR</u>	@	\$	<u>20.39</u>	=	\$	<u>\$101.95</u>
	<u>(5) FF'S SHR</u>	@	\$	<u>18.82</u>	=	\$	<u>\$70.50</u>
		@	\$		=	\$	

FIRE DEPARTMENT TOTAL \$ 716.39

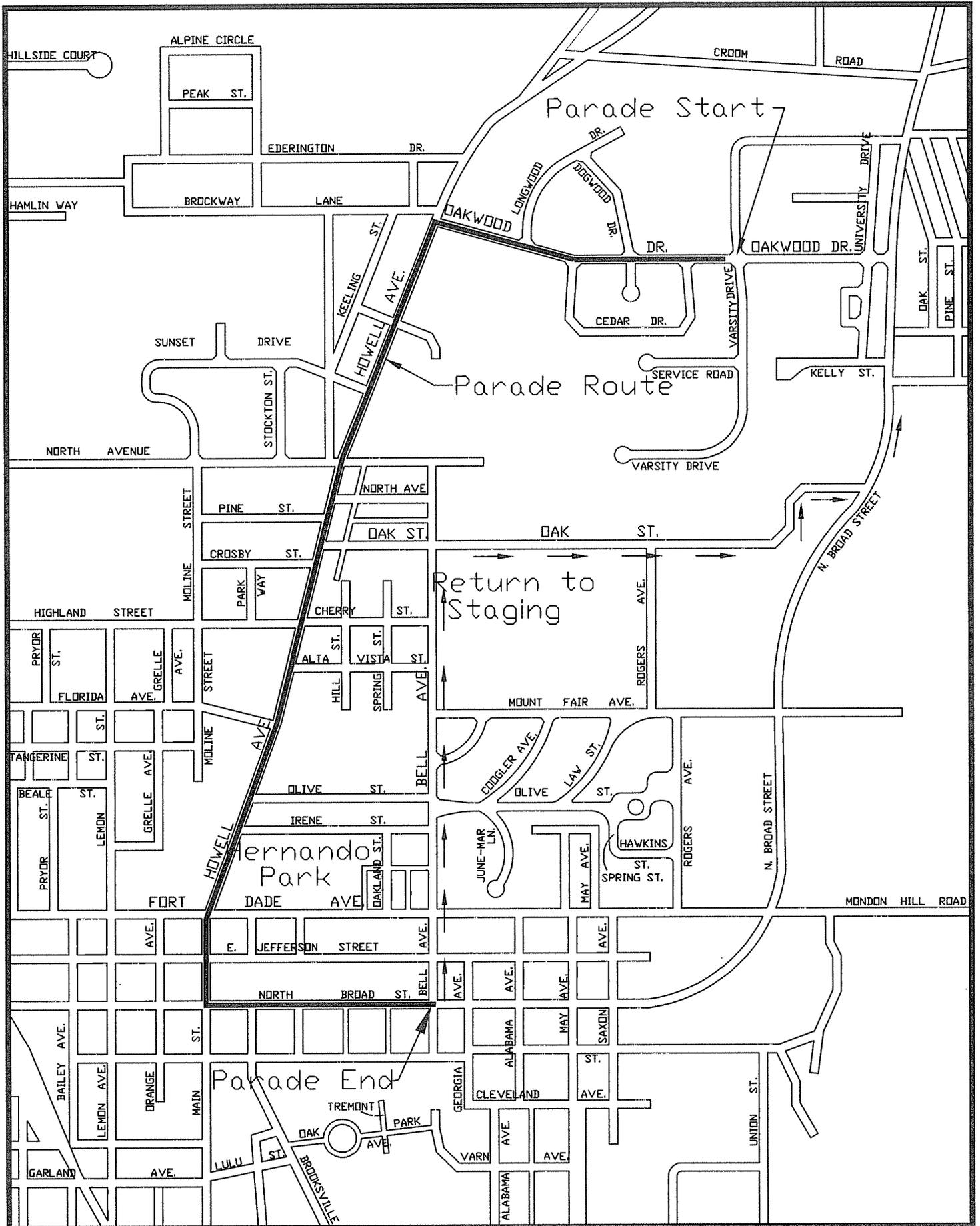
Public Works

Personnel	<u>4 Staff @ 8 hrs</u>	@	\$	<u>17.14</u>	=	\$	<u>548.45</u>
Equipment	<u>2 vehicles</u>	@	\$	<u>25.00</u>	=	\$	<u>50.00</u>
		@	\$		=	\$	
		@	\$		=	\$	
		@	\$		=	\$	

PUBLIC WORKS TOTAL \$ 598.45

ESTIMATED TOTAL DUE CITY \$ 3720.89

TOTAL Actual Costs \$ _____	Billed \$ _____
Payment Received By: _____	



Parade Start

Parade Route

Return to Staging

Hernando Park

Parade End

Attachment 2

SPECIAL EVENTS WAIVED BY CITY COUNCIL FOR FY YEAR ENDING 9 30 10

Council Meeting approved	Organization/Event	Police	Fire	Streets	Tent fee	JBCC Rental Income	Parks Misc. Rev	Tournament Fees	Total
6/1/2009	Blazin' Butts-N-Brisket BBQ						475.00		475.00
6/1/2009	Hernando County Intergroup Alcoholics Anonymous					495.00			495.00
8/3/2009	Veteran's Appreciation Parade	503.15							503.15
8/17/2009	Tangerine Time 2009					436.65			436.65
9/21/2009	HHS Homecoming Events	807.78	243.52						1,051.30
10/5/2009	Hispanic Scholarship Civic & Cultural Foundation Inc.					450.00			450.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
Grand Total		1,310.93	243.52			1,381.65	475.00		3,411.10



AGENDA ITEM NO. C-2
11/2/09

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

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

SUBJECT: 2ND ANNUAL FUR FEST - TOM VARN PARK FEE WAIVER

DATE: October 22, 2009

GENERAL SUMMARY/BACKGROUND:

The Humane Society of the Nature Coast, which is a not for profit organization is requesting to have the fees waived in the amount of \$275 for their 2nd Annual Fur Fest fundraising event on Saturday, November 14, 2009 from 10 am till 4 pm at Tom Varn Park. The fundraising event is to raise money for an expansion to the pet shelter off of Mobley Road.

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

BUDGET IMPACT:

The budget impact would be a loss of Park rental income in the amount of \$275.00; this will impact the FY 09/10 budget. To date, Parks/JBCC fees in the amount of \$1856.65 have been waived in the FY 09/10.

Monies have been budgeted in Council FY09/10 Budget in the amount of \$7000 for such special events. To date \$3411.10 has been expended.

LEGAL REVIEW:

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

STAFF RECOMMENDATION:

Staff will move forward with the direction given from council.

Hello Mr. Walker, City of Brooksville Parks, Recreation & Facilities Director
the City of Brooksville esteemed Council Members,
and T. Jennene Norman-Vacha, City Manager;

The Humane Society of the Nature Coast, Inc. is a 501 C 3 organization with the Mission: "To provide a safe haven for homeless, neglected and abused animals while promoting pet welfare and sterilization to achieve a no-kill society."

We are not funded by any government agencies or Humane Societies. We rely on fundraising events, donations and business partnerships.

On Sat, Nov 14th 2009 from 10am-4pm is the Humane Society of the Nature Coast, Inc.'s 2nd Annual Fur Fest.

It will be held at the City of Brooksville's Tom Varn Park off of Darby Lane. This event is a fundraiser for the expansion campaign so that our shelter pets, current and future, will have a decent facility to live in while awaiting a caring, and loving forever home. Vendor booths are \$50 each.

We hope the Brooksville City Council consider the approval of pets in the park so that we may have a Pet Fashion Show. This entry fee is \$5/pet.

I understand the park use fee is \$275.00. Since we are a charitable organization the hope and request is for the City of Brooksville to more than happy to consider this a sponsorship and will advertise it as such.

Thank you in advance of this consideration.

If you need any other information, please feel free to contact me, Emilia Raia, the Events & Volunteer Coordinator at 352 796-2711 or hsncVolunteers@gmail.com.

Again, thank you!

--

Emilia Raia, Event/Volunteer Coordinator
Humane Society of the Nature Coast
Wiscon Rd & Mobley, Brooksville, FL
352-796-2711 ph, www.humanerescue.org
Please Remember to Spay & Neuter Your Pet

FUR FEST

Sat, November 14th, 10am-4pm @ Tom Varn Park. Lots of Fun, Food and Fur! Admission: free, but pls bring any of these...Purina Cat, Kitten or Puppy Chow, Pedigree Adult Dog Food, Kitty Litter.

Enter your pet in the Pet Fashion Show! Only \$5 entry fee! Major Sponsors: Hernando Today, Hernando Co. Tourist Development

Become a Fundraising/Education Partner! Contact me via phone or email.

Next Volunteer Orientation: Saturday, October 24th at 10am.

"Achievement is largely the product of steadily raising one's levels of aspiration . . and expectation. - Jack Niklaus".

540-3835

CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT



() Jerome Brown Community Center () Hall () Conference Room () Kitchen
 Other Facility TOM VARN PARK

Name of applicant (User): Humane Society of the Nature Coast
 If an organization, name of representative: Emilia Raia, Vol/Event Coord

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

Address: 7200 Modely Rd. City: Brooksville State: FL Zip: 34603

Contact person: Emilia Raia Day Telephone 352 796 2711 Evening 702 370-9930

Alternate contact person: Joanne Schuch Day Telephone " Evening 352 232 3202

Description of event: 2nd Annual Fur Fest + Pet Fashion Show Anticipated attendance: 1,000

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

Day(s) of event: M - T - W - Th - F - Sa - Su Start date of event: 11-14-09 Ending date: 11-14-09

Time event begins: 10 am AM/PM Time event ends: 4 AM/PM

Set-up: Date 11-14-09 From 7 am AM/PM, To 10 AM/PM

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

Food/merchandise sales*: No Yes Describe: Gift items, lunch/snacks

Refreshments served: No Yes Describe: Soda, water

Number of paid security officers (if applicable): X Scheduled from 7 AM/PM To 8 AM/PM

RATES & FEES

User Fees: The base user fee for the requested facility is \$275.00 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

Revised 08/20/03

USE AGREEMENT TERMS

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

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

Name: Emilia Rovia Signature: Emilia Rovia Date: 10-21-09
 Applicant/User

Insurance Required: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes; Certificate naming City as "Additional Insured" attached <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Alcoholic Beverage Distribution/Consumption Permit <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Attach copy of signed permit)	
Base Rent \$ <u>275.00</u>	Other \$ <u>300.00</u> Total Estimated Cost \$ <u>575.00</u> Total Estimated Deposit \$ <u>300.00</u>
Initial Deposit (minimum 50% of estimated total) \$ _____ Received by _____ Date _____ Balance Due (10 days prior to event) \$ _____	
Application Approved By: _____ Date: _____	
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.	



Consumer's Certificate of Exemption

DR-14
R. 01/02

Issued Pursuant to Chapter 212, Florida Statutes

85-8012530478C-1	12/21/2004	12/31/2009	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE HUMANE SOCIETY OF THE NATURE COAST
 INC
 WISCON RD AND MOBLEY
 BROOKSVILLE FL 34601

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/02

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.039, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is 5050 West Tennessee Street, Tallahassee, FL 32399-0100.



Humane Society of the Nature Coast

**everyone deserves a home*



presents

2nd Annual

Fur Fest



Join us Sat, Nov 14th 10am-4pm

at Tom Varn Park in Brooksville

B

*"Live" Pet Fashion Show - *enter your pet for fun & prizes*

M

O

Holiday Shopping for Pet Lovers

e

K9 Training Tips & Tricks

O

by renowned Stillwater Dog Training

W

and

Entertainment



Admission is Free, but we appreciate donations of food to help feed our shelter dogs and cats: Pedigree Adult Dog Food, Purina Cat, Kitten or Puppy Chow, Kitty Litter.

W

So, join us for lots of Food, Fun and lots of Fur!

M

**Pet Fashion Show: \$5 entry fee*

*Sponsorships: \$50 Fur Sponsors: web listing & name on flyers
\$100 Paws Sponsors: Booth space, logo on flyers & web listing*

e

O

Sponsored in part by:

This project make possible through funding provided by the
Hernando County Tourist Development Council.
Find your accommodations @ www.naturallyhernando.org
or call 800 601-4580



HERNANDO TODAY

O

W

W



Joanne Schoch, Executive Director
Contact Emilia Raia, Event/Volunteer Coordinator
P.O. Box 10328 Brooksville FL 34603 352.796.2711 hsncVolunteers@gmail.com



City of Brooksville

Proclamation

WHEREAS, the Americans we know as American Indians and Native Americans were the first explorers and settlers of the areas that now make up the United States. Mountain and river, lake and valley, State and county, trail and towns across the land bear Indian names; and

WHEREAS, they are lasting reminders of the presence and the significance of American Indians, not just in our geographic area but throughout the whole of American history; and,

WHEREAS, many of the foods we eat and the medicines and remedies we use were introduced by Indians; and,

WHEREAS, Indians have made contributions in every area of endeavor and American life and literature, serving in our Armed Forces, fighting diligently for our country; and,

WHEREAS, during the Thanksgiving season, generations of Americans are reminded of the early friendship of the Pilgrims and American Indians.

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, JOE BERNARDINI, MAYOR, do hereby proclaim the month of November, 2009 to be

American Indian Heritage Month

in the City of Brooksville and encourage citizens to observe appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 2nd day of November, 2009.

CITY OF BROOKSVILLE

Joe Bernardini

Joe Bernardini, Mayor

Lara Bradburn

Lara Bradburn, Vice Mayor

Joseph E. Johnston, III

Joseph E. Johnston, III, Council Member

Richard E. Lewis

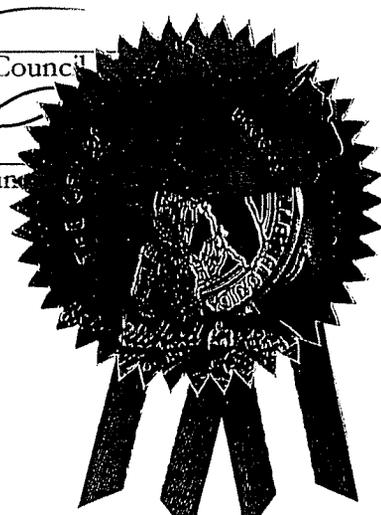
Richard E. Lewis, Council Member

David Pugh, Jr.

David Pugh, Jr., Council Member

ATTEST: *Janice L. Peters*

Janice L. Peters, CMC, City Clerk



**CITY OF BROOKSVILLE
BUDGET WORKSHOP
MINUTES**

August 25, 2009

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joe Johnston and Richard E. Lewis. Also present were Jennifer Rey, City Attorney; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Bill Geiger, Director of Community Development; Will Smith, Public Works Superintendent; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the St. Pete Times and Hernando Today were present.

The meeting was called to order by Mayor Bernardini.

Election Process

Discussion of the possibility of the County Supervisor of Elections office assuming the candidate qualifying process with associated record keeping for the City of Brooksville.

City Attorney Rey reviewed the issue as presented in the memo to Council.

Council Member Johnston and Council Member Lewis indicated they are not in favor of turning the qualifying process over to the Supervisor of Elections office.

Vice Mayor Bradburn indicated she is in favor of the Municipal Elections Cooperative Agreement for many reasons such as consistency in the election process and transparency for the candidates and the public. It would eliminate potential compromising positions for staff that have occurred before and staff will be more involved in the election process than in previous years. She strongly believes the elected Supervisor of Elections is constitutionally mandated to handle elections and County taxpayers should avail to that expertise where it rightfully belongs.

City Clerk Peters noted should the candidate qualifying process be turned over to the Supervisor of Elections Office, City staff will be more involved than ever before in every other aspect such as meetings about the election and poll working procedures. The City Clerk's Office is not opting out of the election and instead will be given more direction and help with directing the candidates in the campaign process. The experience of the Supervisor of Elections Office will strengthen the City's stand for the entire election process.

Mayor Bernardini suggested putting this on hold until staff meets again with Ms. Williams to get her thoughts on the matter.

City Manager Norman-Vacha asked if Council wants the item added to the next agenda. She reiterated that the whole process is very important to the City and staff. Vice Mayor Bradburn asked for further conversations with the Supervisor of Elections since there is not a rush to get it done.

Council Member Lewis explained the issue that came up in the polling location at the last election was not due to anything the City had done and having City staff on sight to observe would be beneficial.

Council Member Johnston indicated City staff needs to coordinate with the Supervisor of Elections to ensure the City precincts are handled appropriately.

BUDGET WORKSHOP MINUTES – AUGUST 25, 2009

Consensus of Council was to move forward with meetings of staff and the Supervisor of Elections.

City Manager Norman-Vacha asked for clarification as to whether the Supervisor of Elections would handle the qualifying process of the elections, consensus is that City staff would be more involved in poll worker education and/or coordination with the Supervisor of Elections.

Council consensus was to involve staff for oversight of the entire election process.

Discussion of Analysis of Advanced Life Support (ALS) Program

Fire Chief Mossgrove asked for direction from Council on the ALS Program currently in place and gave an analysis of implementing the transport program and the cost of training. He indicated an option in cooperative efforts is becoming very popular in Florida. He pointed out within Florida there must be an ALS on duty 24 hours a day/7 days a week and cooperative efforts with Hernando County Fire Rescue would enable current staff to become certified as paramedics thus providing a higher level of service.

Council Member Johnston expressed his support of a cooperative effort with Hernando County Fire Rescue as the best cost option and provides a level of service as never before done.

Vice Mayor Bradburn expressed that she is in favor of the program and asked if Hernando County recoups expenses through ALS. Chief Mossgrove explained the County will bill the patient for transport cost and use of medical equipment during a call. The County has a collection success rate of approximately 79 percent which is in line with the State average of 80 percent; Spring Hill Fire Rescue is about 90 percent. Vice Mayor Bradburn specified this would keep a balanced cost with better service to the public. She attested there was much enthusiasm from the City firefighters to implement this program. She also pointed out the City's continuation of cooperative efforts increases service County-wide.

Council Member Lewis expressed his support of the ALS program although the City does not have funding for transport. He asserted Florida Statute 1651 states that the money collected for ALS and emergency transport service will be utilized specifically for each purpose. Fire Chief Mossgrove pointed out part of the funding is used for salaries for paramedics and firefighters. Mayor Bernardini expressed his concern for the number of personnel responding to a call. Chief Mossgrove explained that the nature of the call defines the need for dispatch of specific units. He reported centralized dispatch has greatly increased the level of communication for response. Vice Mayor Bradburn expressed her enthusiasm in a cooperative effort. Chief Mossgrove will start discussion with Chief Nickerson tomorrow.

Discussion and Direction for Capital Improvement Planning

City Manager Norman-Vacha covered Capital Outlay in a general format (Attachment A) stating that in the last few years the City has seen a decline in its ability to support its own infrastructure.

She indicated that over the last year staff has worked in conjunction with the County's MPO to identify needed projects and proceeded to identify areas in which the City has dollars budgeted to fund Capital Improvements as follows:

Fund 110 Impact Fees – Roads	\$1,887,675
Fund 113 Impact Fees – Public Buildings	\$ 258,763
Fund 114 Impact Fees – Parks	\$ 108,672
Fund 124 Major Storm Readiness	\$ 76,595
Fund 134 Tree/Streetscaping	\$ 91,041

BUDGET WORKSHOP MINUTES – AUGUST 25, 2009

Fund 140 FDOT US 41/SR 50 Landscaping	\$ 139,000
Fund 308 Multi-Year Capital Project	\$ 380,794
Fund 302 McKethan Capital Projects	\$50,000-60,000

City Manager Norman-Vacha would like to discuss allocation of available funds in a meaningful way that supports the vision and goals of Council. She reminded all that impact fees are paid by developers and can only be used for new construction which is necessary due to growth and development and can be designated within the entire City of Brooksville.

She pointed out impact fee collection is prevalent in the road area as indicated above. Discussion between staff and Council has been goals in the area of economic development and planning for infrastructure to recruit and retain businesses and/or light manufacturing. One such corridor slated by Council in the past has been the east/southeast corner of SR50 and SR50 bypass (Cortez Boulevard and Jefferson Street) which is an ideal area to recruit light manufacturing. Providence Boulevard has been discussed to require right of way and going forward with design to enhance values of properties in that area providing an opportunity for further development. New construction in this area would eliminate some traffic off the larger state highways and provide a means for greater development in an industrial park setting within the City of Brooksville.

Regarding impact fees of public buildings, City Manager advised there has not been discussion, since she has been here, on plans for the future. There are needs within the structure of the City where a public building is going to be very important in the future.

She next referred to impact fees for parks; this could be designated for a new park area should growth necessitate new development.

Further, special revenue funds; Major Storm Readiness funds should be utilized for generators, etc. She reminded Council those monies were obtained by the sale of BERT and cautioned commitment prior to staff finalizing research on the initial funding. There are bonds being paid back on the large generator endeavor for the City with staff putting together an inventory that denotes only a couple areas of critical need or storm readiness. Staff will go further and come back at the direction of Council.

Regarding tree/streetscaping, she indicated ongoing funds are generated from tree permits. Council has expressed implementing some type of tree or arbor plan along with maintaining the "Tree City" designation. She updated Council on the landscape and bulbout project continuing along US41 and SR50 with finalization in the Fall of this year.

Multi-year Capital Project; dollars were set aside for this year during insurance premium negotiations last year of approximately \$20,000 plus interest and this year another \$134,000 has been allocated to this fund. Projected funds for 2009/2010 are \$380,794. She asked for direction from Council as to what they would like done with these funds, which is General Fund that can be designated in any way.

McKethan Capital Projects; she stated \$30,000 was allocated toward paving the walking trail at Tom Varn Park next year. Recent notification indicated the City was not successful in obtaining the Greenway and Trails grant for a second. However, she would like another opportunity to apply late next fiscal year for other statewide grants available while working with State staff in perfecting the application process. Mayor Bernardini declared that at a past McKethan board meeting some concerned residents indicated the walking trail was deteriorating with people falling and getting hurt. City Manager Norman-Vacha indicated there are a couple concentrated areas within the project that have a liability standpoint and confirmed construction at Jerome Brown Community Center started this week. Mayor Bernardini would like the walking trail paved while the workers are there. City

BUDGET WORKSHOP MINUTES – AUGUST 25, 2009

Manager Norman-Vacha pointed out that was not part of the bid process and changing the scope of work now would not be good business. Vice Mayor Bradburn asked about just patching the trail at this time. City Manager Norman-Vacha replied a quote for patching could be sought and a current contract with Hernando County could also be priced for comparison. She also explained if the grant had been obtained staff would have gone out to bid for paving of the trail and further explained the JBCC money was allocated in this budget in conjunction with the Good Neighbor Trail bid as an alternative bid. Vice Mayor Bradburn pointed out there was a bid to pave the trail for \$43,000 which came up during a Council meeting but there were no funds available.

Council Member Lewis inquired if there have been installation of LED lighting on the Good Neighbor Trail. City Manager Norman-Vacha will check on it and indicated the cost savings in energy for the first year nearly covers the cost of replacement. Council Member Lewis asked if the antique/historic street lights on Main Street are on a meter with Progress Energy or are they charged as individual lights. City Manager Norman-Vacha affirmed the City is charged for each individual pole with a separate electric usage bill. She referenced Tom Varn Park as having the greatest number of lights, including the walking trail, which is illuminated every evening. Council Member Lewis was in favor of funding the McKethan Project fund from the Multi-year Capital Projects of \$13,000.

Council Member Johnston indicated City staff could do the patching for the safety of the public until the grant is obtained next year or allocate funds for the next year. Mayor Bernardini suggested allocating the money in this budget in case the grant does not come through. Vice Mayor Bradburn felt there are greater priorities. City Manager Norman-Vacha reported Mike Walker believes the Greenway and Trails grant would be money well spent to resurface the basketball court that is very well used by the public. In his absence, Vice Mayor Bradburn pointed out that Council Member Pugh has brought up the basketball court resurfacing several times. Council Member Lewis asked for a projected cost. City Manager estimated between \$7,000 and \$8,000, but may require additional work.

City Manager Norman-Vacha concluded staff is seeking direction from Council on allocation of these funds for presentation during the Public Hearings in September with meaningful goals for next year.

Vice Mayor Bradburn reminded all that during the last budget workshop she referenced several projects for consideration. The Storm Readiness Fund; legal use of funds from the sale of BERT has yet to be determined. She indicated the generator issue is being addressed and supports efforts thus far. She suggested using the Storm Readiness funds for drainage or mitigation in areas with potential commercial economic development such as Providence Boulevard and an area near the cemetery. She commended the City's Ambassador of Commerce for his work in recruiting companies but declared they are seeking property that has infrastructure already in place. She stated it is imperative to designate some key areas of the City for economic development and determine what infrastructure should be in place along with cost. She also expressed the importance of creating jobs to stimulate the economy and by having the properties ready for businesses.

Public Buildings

Vice Mayor Bradburn asked if funds could be used for the air conditioning units. City Manager Norman-Vacha reiterated it has to be used for new construction and cannot be for replacement or renovation with Impact Fees. She reported that staff spoke with TECO People's Gas group last week for solutions to possibly replace the City Hall unit with natural gas along with the generator and street lights. Vice Mayor Bradburn asserted a more efficient unit would pay for itself and she would like to make it a priority for this year. She also stressed the need to find a new tenant for the third floor of City Hall with the relocation of the Property Appraiser's Office. She expressed the dire need for renovation of the Public Works building, focusing on efficiency and a healthier work

BUDGET WORKSHOP MINUTES – AUGUST 25, 2009

environment. She brought up that Council Member Pugh has mentioned the need for renovation of the Parks Department office.

Mayor Bernardini asked what is taking so long on the landscaping of US 41/SR 50 project. Director Geiger indicated bids are being opened this week and will be brought to Council on September 21st.

Vice Mayor Bradburn indicated she would like to see an up-to-date list of priorities and a plan to take care of at least two (2) projects this year such as roads and sidewalks with Council Member Lewis in agreement. Vice Mayor Bradburn supports the continuation of looping of water lines to increase fire flow and sewer flow for efficiency and saving lives specifically in the area south of Broad Street with potential for commercial, social, cultural, recreational haven at the trailhead and protecting the historic homes in that area. She reiterated the need for a master drainage plan for the City. She stressed that the City needs a 5, 10, 20 year plan for infrastructure to secure a strong future.

Council Member Lewis pointed out the engineering work has been completed on Providence Boulevard and there was contact with all the landowners with a few being hesitant. He would support potential development in this area since it is already zoned commercial. Council Member Johnston recalled after two (2) extensions on the grant the monies had to be given back because the work could not be completed. City Manager Norman-Vacha specified the funds were utilized to purchase the fairgrounds property for Governors Boulevard.

Council Member Lewis recommended renting to a tax exempt tenant for the third floor of City Hall. He asked if funds could be used to purchase an existing building. City Manager Norman-Vacha felt it could be done with impact fees as long as it is a new building the City acquires. Further, Council Member Lewis expressed the need to look at future acquisitions and to examine the Public Works facility with the possibility of building a new facility behind the existing building.

Council Consensus was to direct staff to reapply for the grant to fund McKethan Capital Projects next year but to budget it as a line item in case the grant does not go through.

Council Member Johnston felt some Capital projects could be enhanced with the red light funds. He referenced the drainage and declared the working drains need to be cleaned out or pave over the non-working drains. City Manager Norman-Vacha will inquire on his concern.

Mayor Bernardini indicated the new repaving work on Howell Avenue does not look to be up to standard. Council Member Johnston said it seems like the base was not redone so you are still getting the contours of the old paving underneath. Vice Mayor Bradburn clarified that the Mayor is referring to the parking spaces on Fort Dade. City Manager Norman-Vacha indicated she spoke with the County Engineer today about that particular area and he explained that the contour of the road does not allow for the paving to actually be done because of the road runoff. She will follow up with him further on the matter. She pointed out that Fort Dade Avenue, Howell Avenue and Main Street are all taken care of by the County as collector roads and will have them respond to Council in writing on the two (2) projects.

In closing, City Manager Norman-Vacha stated based on Council direction this evening, staff will put together preliminary numbers with budget publication for Public Hearings that begin on September 9th including suggested projects filtered in a generalized capsule.

BUDGET WORKSHOP MINUTES – AUGUST 25, 2009

Unfinished Direction/Discussion

Any unfinished direction/discussion for the FY2009/10 budget year.

Council Member Lewis would like consideration of the one-time payment of \$250.00 for full-time employees which is less than a one percent pay increase; as well as regular transfers to the vehicle replacement fund of \$143,983. Both requests would leave reserves of \$652,136 or 8.58 percent.

He indicated the money put into the vehicle replacement fund would be available should there be a major disaster. He reiterated that the city's vehicles will wear out and would like to see money in reserves.

Vice Mayor Bradburn indicated there seemed to be a consensus to provide the one-time payment to City employees but there was no consensus on when. Council Member Lewis felt the first pay period of December would be a good time which Council Member Johnston agreed with. Council consensus was to make the allocation in December.

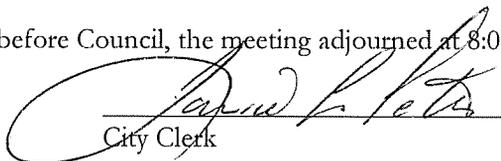
Vice Mayor Bradburn asked for clarification on reserves for vehicle replacement. Council Member Lewis explained in case there is a major storm the City will have the funds available. Mayor Bernardini further explained Council Member Lewis wants to take the money out of reserves, which sits at 10.6 percent, to the Vehicle Replacement Fund under the General Fund. Council Member Lewis indicated this is good practice of being conservative and part of good planning strategy.

Council Member Lewis felt the air conditioning unit at City Hall to be way overdue for replacement.

Vice Mayor Bradburn announced Dave Russell and Jim Adkins supported the extra lane on Jefferson Street during the MPO meeting today. Staff has been directed to do the analysis and proceed with the project.

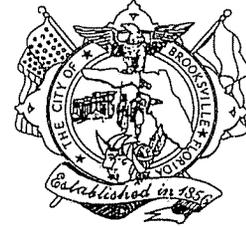
Adjournment

There being no further business to bring before Council, the meeting adjourned at 8:03 p.m.


City Clerk

Attest: _____
Mayor

11/2/09



Agenda Item Memorandum

To: Honorable Mayor and City Council

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

From: Richard Radacky, Interim Director of Public Works *[Signature]*

Subject: Surplus Property Disposable Electronic Equipment/Vehicles

Date: October 23, 2009

General Summary

The Department of Public Works has determined that the following equipment and vehicles are no longer recommended for utilization and are ready to be declared surplus and disposed of.

1. 1990 Chevy 1/2 ton pickup truck #604 (VIN #GCDC14H5LE206307)
Bad transmission, rear end and brakes.
2. 1993 Ford F250 3/4 ton pickup truck #522 (VIN #2FTEF25N8PCA22643)
3. #565 Old Sewer Machine
4. VHF Truck Radios (7)
5. Miscellaneous Spare Parts
6. Old Stove from Break Room

Financial Impact

None. Proceeds will be deposited into the appropriate fund.

Legal Review

City Council has the authority to declare certain property as surplus for appropriate disposal.

Recommendation

City Council declare equipment/vehicles surplus and authorize City Manager to dispose of through joint auction scheduled to for Saturday, November 7, 2009



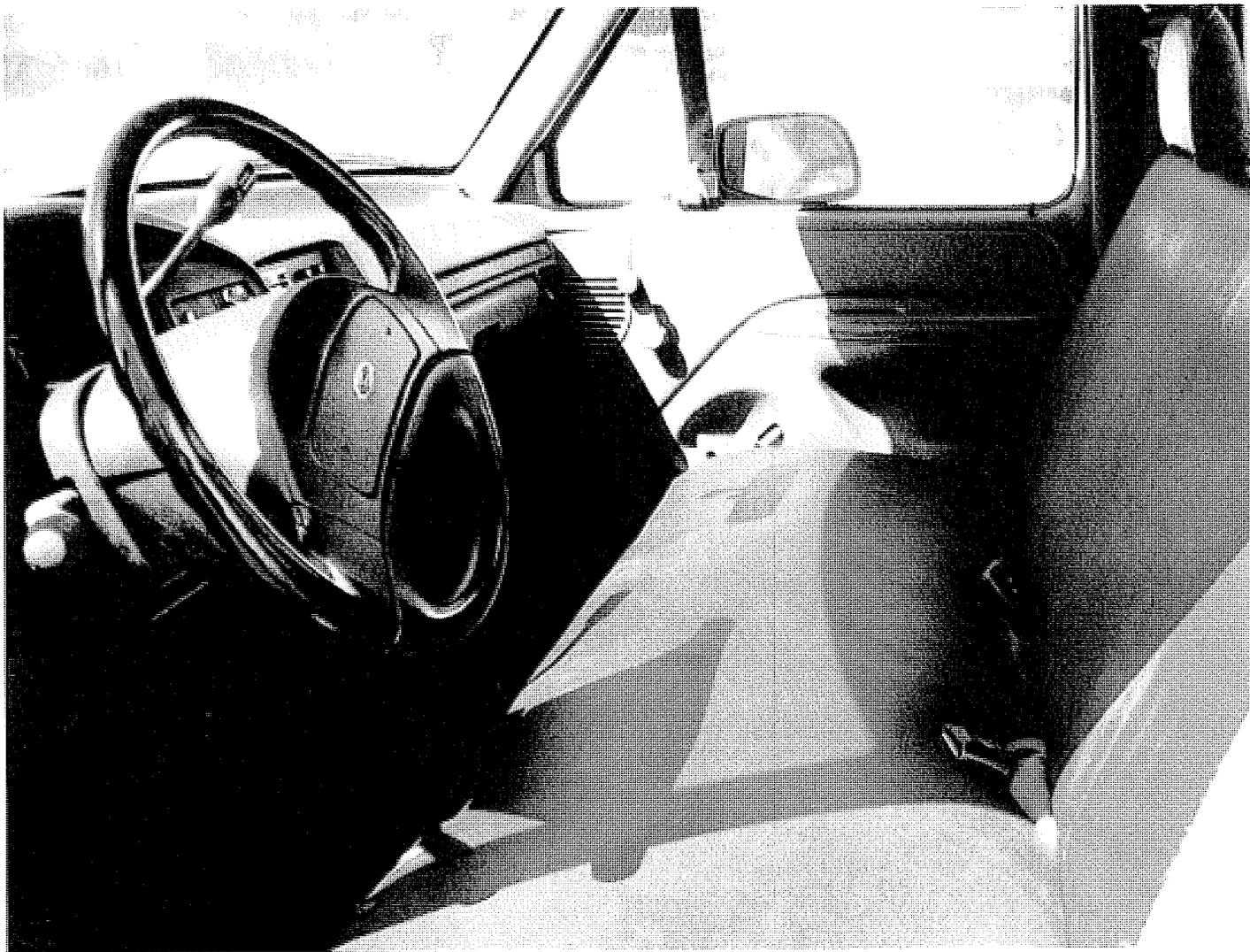
Vehicle # 604
1990 Chev 1/2 ton - Color White
VIN # 1GDC14H5LE206307



Vehicle # 604
1990 Chev 1/2 ton - Color White
VIN # 1GDC14H5LE206307
Interior View of Truck



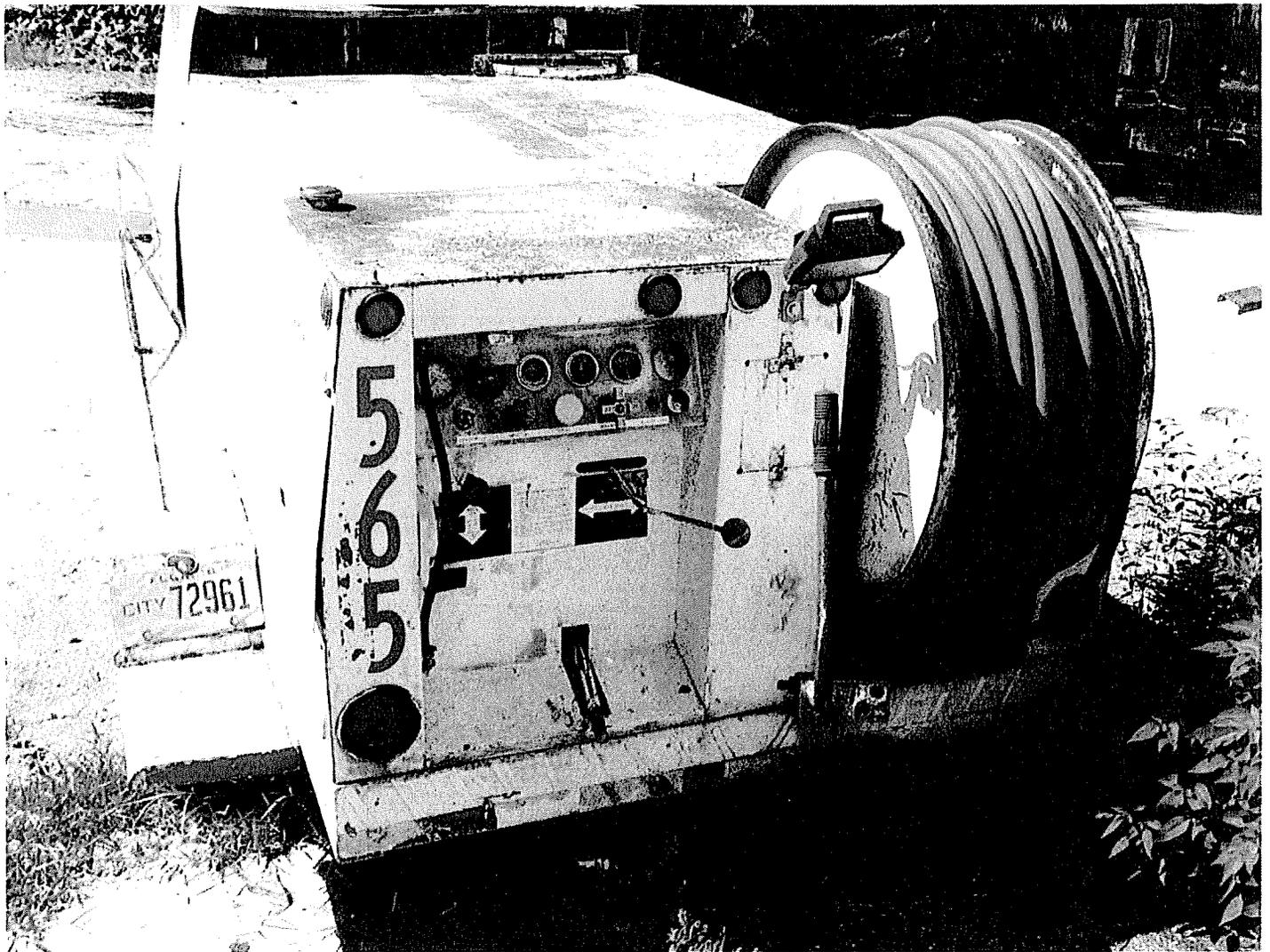
Vehicle # 522
1993 Ford F250 - 3/4 ton pick/up
VIN # 2FTEF25N8PCA22643
Side View of Truck



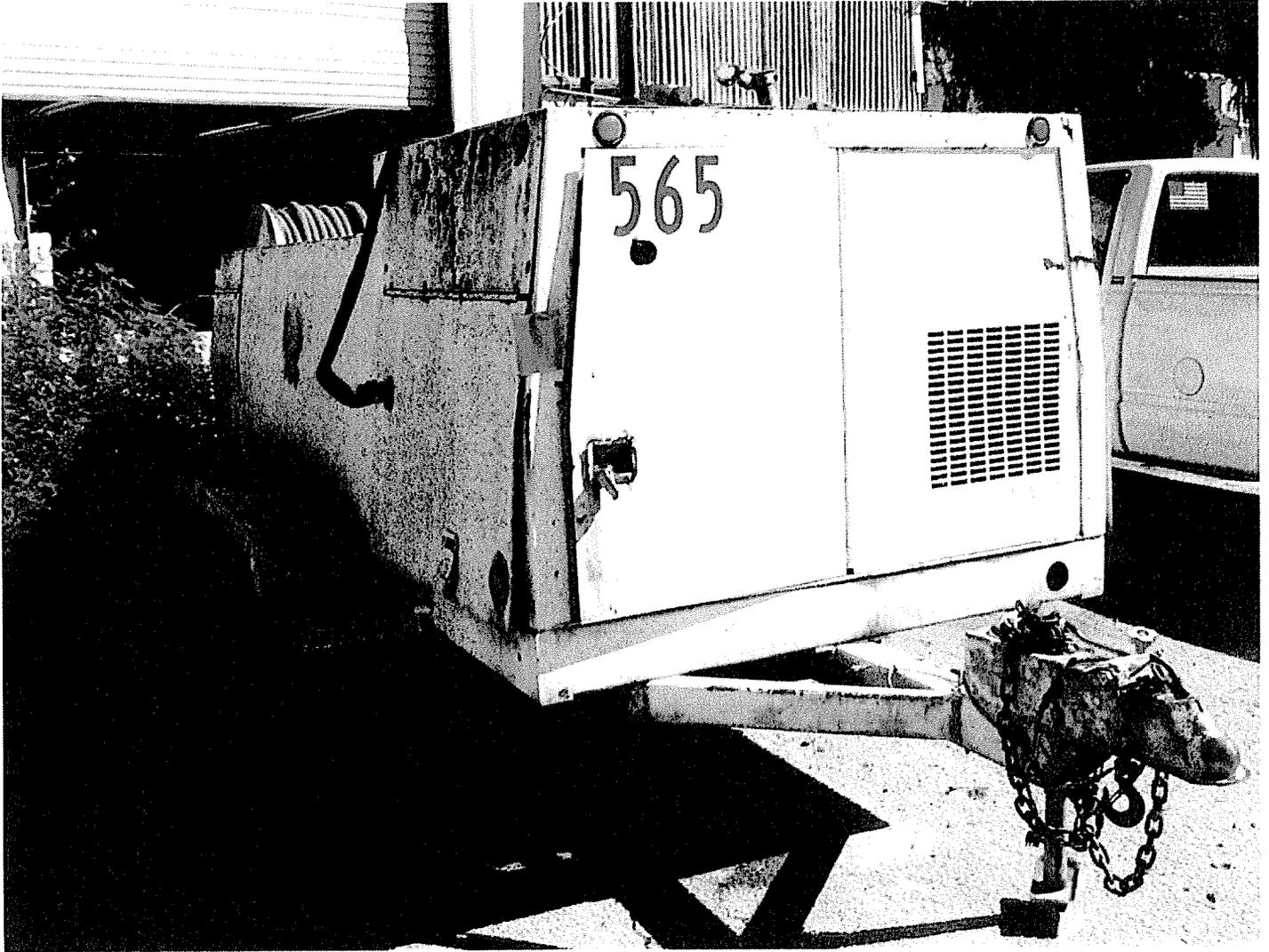
Vehicle # 522
1993 Ford F250 - 3/4 ton pick/up
VIN # 2FTEF25N8PCA22643
Interior View of Truck



Vehicle # 522
1993 Ford F250 - 3/4 ton pick/up
Front View of Truck



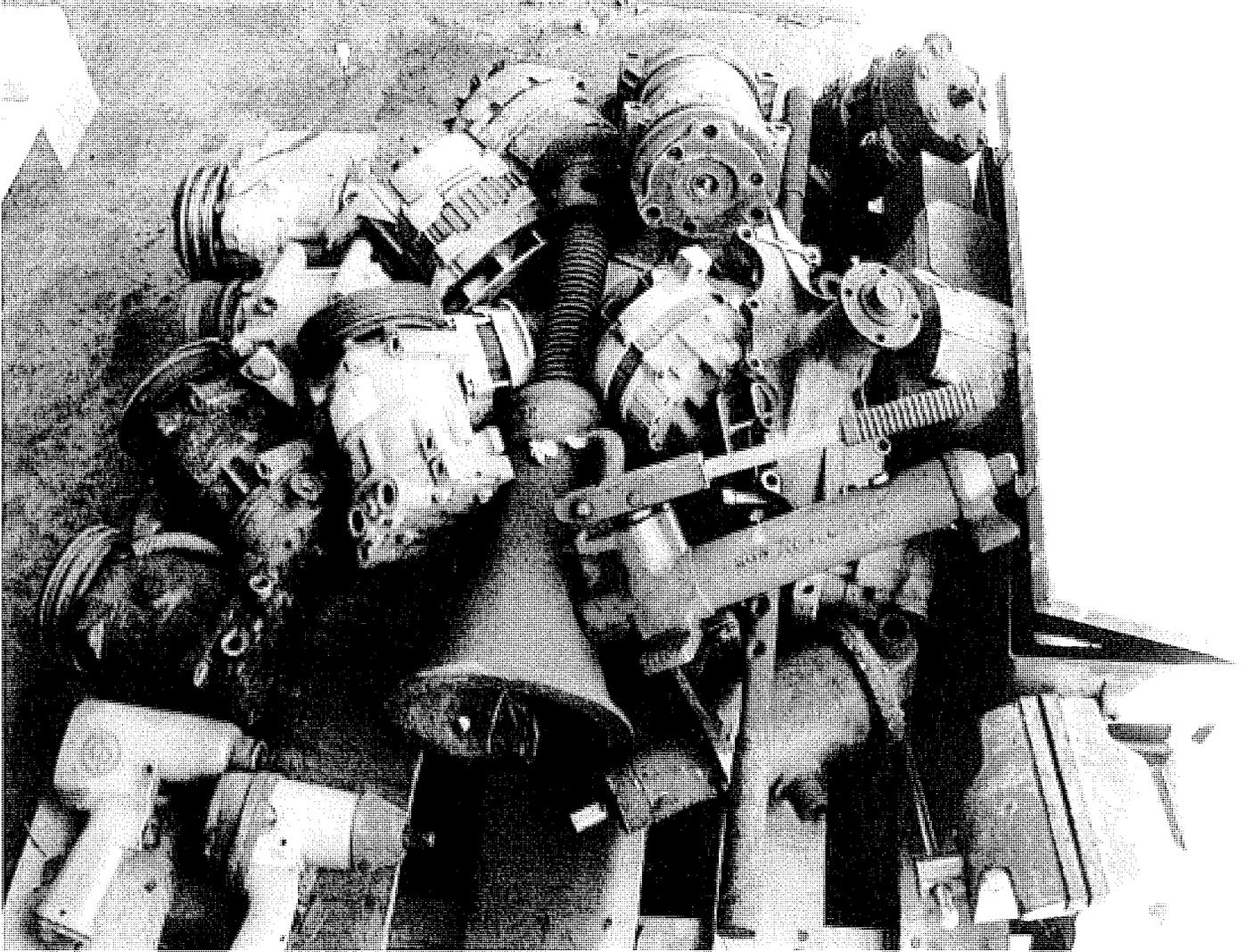
Sewer Machine #565
Rear View of Machine



Sewer Machine # 565
Front View of Machine



7- VHF Radios



MISC.- Spare Parts



Old Stove from Bay Area Breakroom

11/2/09

CONSENT AGENDA ITEM

MEMORANDUM

To: The Honorable Mayor and Members of the City Council

Thru: T. Jennene Norman- Vacha, City Manager

From: Richard Radacky, Director of Public Works

Re: **Pump Station Telemetry Equipment Purchase**

Date: October 13, 2009

Background: Attached is a quotation for equipment that will complete the installation of radio telemetry at all existing sewer pump stations. The City has a total of 26 pump stations.

For several budget years, the department has been installing telemetry to its existing sewer pump stations. Telemetry is now required on all new pump stations. Approval was given this past budget year (2009) to continue with this program and purchase the necessary equipment to install telemetry at the four (4) remaining sites; Tom Varn Park pump station, Bus Barn pump station, Norborne Estates pump station, and Wal-Mart pump station. When this phase of equipment is installed; all sewage pump stations will be radio monitored.

In the last five-year period, eight (8) additional pump stations were added to the sewer system and staff has been able to reduce number of personnel needed (pump station mechanics) and corresponding vehicular use to monitor the pump-station installations.

With the initial research and selection for telemetry systems, it was discovered that telemetry systems are very much proprietary in nature. Attached is a letter from Data Flow Systems to address why they are a sole-source provider

Also Data Flow Systems (DFS) equipment was selected as all existing stations are equipped with their equipment. The selection to use their equipment was based on their headquarters in Florida and their customer satisfaction survey. The fact that Hernando County standardized equipment of DFS was also viewed as an advantage for local emergency parts and assistance, when needed.

Funding: A total of \$50,000 is approved in Line Item 401-000-169.19049, Project # 2008-UT-03, for this purchase.

Legal: The City Attorney's Office reviewed this memorandum for content. Pursuant to Florida Statutes 287.057, 5(c), commodities or contractual services available from a single source may be excepted from the competitive – solicitation requirements. Pursuant to Section 504 of the City Charter, City Council may approve sole source procurement.

Recommendation: Staff is requesting the City Council to wave the purchasing policies and approve this purchase as a sole-source purchase and authorize the procurement of this equipment, in the amount of \$37,199, plus shipping in an amount not to exceed \$301.

Enclosures: 1. Data Flow Systems Quotation No. 090722-01-rw
2. Data Flow Systems Letter/Statement of Sole Source



Data Flow Systems

October 21, 2009

Quote No. 090722-01-rw

Mr. Will Smith
City of Brooksville
Email: wsmith@ci.brooksville.fl.us

Re: Wal-Mart, Norborne Estates, Tom Varn Park, & Bus Barn Lift Stations Telemetry Parts

Dear Mr. Smith:

Thank you for this opportunity to offer our products and services. All products offered are compatible with the City of Brooksville's existing radio telemetry system. This is a parts only quotation. It does not include shipping charges or installation services. This 2 page quotation includes, and is limited to, the following:

• **Bill of Materials:**

(4) RTU204, each includes: (\$7,321.00 each)	\$29,284.00
(1) Stainless Steel Enclosure	
(1) Modular Backplane	
(1) RF Pigtail	
(1) Radio Interface Module/radio (Package priced at \$1,510.00)	
(1) Digital Control / Monitor Module (Package priced at \$893.00)	
(1) Analog Monitor Module (Package priced at \$1,229.00)	
(1) Power Supply Module (Package priced at \$508.00)	
(2) Spare Module Positions	
(1) RTU Surge Protection Kit	
(1) Polyphaser Coaxial Surge Protector	
(1) Backup battery	
(3) Complete Antenna Subsystem, includes: (\$976.00 each)	\$2,928.00
Includes Wal-Mart, Norborne Estates, & Tom Varn Park	
(3) 21' 2-Section Tower Assembly & Mast	
(3) RTA209 Antenna & Coaxial Cable Assembly	
(1) Complete Antenna Subsystem, each includes:	\$1,393.00
Includes Bus Barn	
(1) 45' Tower Assembly & Mast	
(1) RTA209 Antenna & Coaxial Cable Assembly	
(4) FCC Licensing Services	\$400.00
(2) Digital Control / Monitor Module (\$946.00 each)	\$1,892.00
(1) Analog Monitor Module	\$1,302.00

PLEASE VISIT OUR WEBSITE @ www.dataflowsys.com

- Quotation Notes:

1. The antenna subsystem requirements are based on our radio study report.
2. All items shipped will be billed at the time of shipment. Freight charges will be added.
3. Only those items and services specifically listed above in the Bill of Materials are included in this quotation.

The quotation totals \$37,199.00, plus shipping and applicable taxes. Lead-time is 5-6 weeks ARO. Payment terms are NET 30. This quote will be honored for 90 days.

Please contact me at 321-259-5009 with any questions or comments.

Sincerely,

Data Flow Systems, Inc
Randy E. Wyatt
Inside Sales Manager
Email: randy@dataflowsys.com

PLEASE VISIT OUR WEBSITE @ www.dataflowsys.com



Data Flow Systems

August 11, 2009

Mr. Will Smith
City of Brooksville
Email: wsmith@ci.brooksville.fl.us

Dear Mr. Smith:

This letter is to advise that Data Flow Systems, Inc., of Melbourne, Florida, is the sole source for, including but not limited to; the Hyper SCADA Server and HyperTAC II Telemetry System Remote Terminal Units (RTUs) at the City of Brooksville.

DFS designs, manufactures, installs and services the TAC II, Hyper TAC II and HSS units. There are no other dealers, distributors, or service organizations that offer TAC II, Hyper TAC II, and HSS Telemetry Equipment.

Thank you for your interest in Data Flow Systems. Please let me know if I can provide additional information.

Sincerely,

Data Flow Systems, Inc.

Randy E. Wyatt
Inside Sales Manager
Email: randy@dataflowsys.com

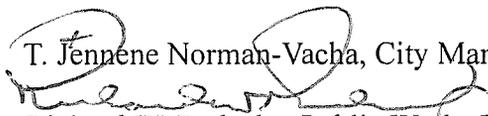
PLEASE VISIT OUR WEBSITE @ www.dataflowsys.com

Data Flow Systems, Inc. | 605 North John Rodes Blvd. | Melbourne, Florida 32934-9105 | PH: 321.259.5009 | FAX: 321.259.4006

11/2/09

CONSENT AGENDA ITEM
MEMORANDUM

To: The Honorable Mayor and City Council Members

Via:  T. Jennene Norman-Vacha, City Manager

From: Richard W. Radacky, Public Works Director

Date: October 1, 2009

Re: **Residential Garbage Truck Purchase**

Background: The Sanitation Division of the Public Works Department is requesting approval to purchase a replacement residential garbage truck with a 25-yard body. The new truck and body will replace a 1994 Peterbilt with approximately 185,000 miles. The existing truck and body is requiring more frequent cost of repair due to age (15 years) and condition.

Staff is recommending purchase of a Peterbilt Truck and Heil Body, the same truck and body that is currently in the City's garbage fleet. Having like vehicles reduces the parts required to be on hand and enhances maintenance efficiency. Staff recommends declaring the existing truck surplus and selling it at the next public auction.

Purchase is recommended from the Florida Sheriffs Association, Association of Counties and Fire Chiefs Association Bid List. The Peterbilt Truck and Heil Body would be purchased from Rush Truck Center in Tampa for a not-to-exceed amount of \$183,857. Other garbage trucks have been purchased from Rush and staff is pleased with the service, repair and convenient location.

Financial: If the truck is ordered before December 31, 2009, there will be a \$5,000 discount. The discount is applicable to the first 40 trucks ordered. A total of \$210,000 was approved by the City Council in the Fiscal Year 2010 Budget for the purchase of the truck and body. The purchase price with the \$5,000 discount would be \$178,857. Account Number 403-000-166-19037 would be the funding source.

 **Legal:** 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 increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive bidding process provides substantially equivalent guarantees of fairness and competitiveness to those of the City

Recommendation: The Public Works Department recommends that the City Council approve the purchase of a Peterbilt Truck and 25-yard Heil Body using the Florida Sheriffs Association, Association of Counties, and Fire Chiefs Association Bid, in the amount of \$178,857 and approve the surplus of the 1994 Peterbilt Truck and body for sale in the next available County, School Board and City public auction.



Rush Truck Center, Winter Garden
 12475 W Colonial Dr.
 Winter Garden, FL 34787
 407-877-3636

Rec'd 10-13-09
Customer Proposal Letter

City of Brooksville
 600 South Brooksville Avenue
 Brooksville, FL 34601
 352-544-5478
 Mike McQuown

Mike McQuown, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 320 Year 2010 Stock Number To Be Determined
 Additional Vehicle and Accessories Description To be delivered on or about _____
 BID NO 09-17-0908 Spec # 60

If order is built before Dec. 31, 2009 a \$ 5,000.00 discount can be offer. As of 10-13-09 40 slots are available

Quantity	_____ 1	Total
Truck Price per Unit	\$181,207.00	\$181,207.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$181,207.00	\$181,207.00
Optional Extended Warranty(ies)	\$2,650.00	\$2,650.00
State Sales Tax	_____	_____
License, License Transfer, Registration Fee	_____	_____
Dealer Fee	_____	_____
Administration Fee	_____	_____
Vehicle Inventory Tax	_____	_____
Additional Taxes	_____	_____
Tire Recycling Program	_____	_____
Battery Disposal Fee	_____	_____
Out of State Vehicle Fee	_____	_____
Total Sales Price	\$183,857.00	\$183,857.00
Trade Allowance	_____	\$0.00*

* See DISCLAIMER below

Sales Representative _____ Crouse, Michael 126
 signature _____ printed name _____

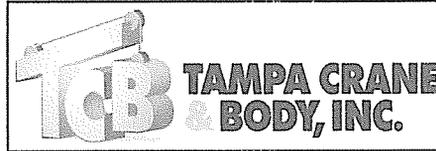
Purchaser _____
 signature _____ printed name _____
 title _____ date _____

Accepted by Sales Manager or General Manager _____
 signature _____ printed name _____

Quote good until 12/15/2009 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

320 Refuse Truck	Spec # 60	City of Brooksville	\$ 117,161.00
Wheelbase	209"	186"	\$ (111.00) Shorten Wheelbase Less Frame Rail
Frame	103/4"	-	\$ - Standard on Base Quote
Full Liner Insert	Yes	Yes	\$ - Standard on Base Quote
2 Solid Mount Cable Hooks	No	Yes	\$ 98.00 Pullout if stuck at Landfill, ETC.
P/S TRW TAS Dual 65	Yes	Sheppard	\$ 36.00 Easy Maintenance lower Cost
Lube Pump Drive Axles	Yes	No	\$ (230.00) Oil Pump for Rearend
Diff Lock Both Axles	No	Yes	\$ 1,282.00 Make all Drive Wheels Pull
Rear Brake Camshaft Reinforcement	No	Yes	\$ 47.00 Less Maintenance cost breaking of Cam
Air Cam Rear Brakes 16.5x8.6 IPO 16.5x7			\$ 116.00 25% Better Brake Wear
Haulmaxx HMX460 IPO Reyco 40,000 lb.			\$ 2,247.00 Less Maintenance cost / stability
Exhaust Standpipe	24"	54"	\$ 106.00 put exhaust output over body
Wire Braid Hoses Front Brakes	No	Yes	\$ 8.00 Longer Lasting
Wire Braid Hoses Rear Brakes	No	Yes	\$ 29.00 Longer Lasting
Bendix DV2 Moisture Ejector	No	Yes	\$ 33.00 Lower Maintenance to Air System
425/65R22.5 Front Tires IPO 315/80R22.5			\$ 209.00 Better Foot print in Soft Surfaces
22.5X12.25 Front Wheels IPO 22.5x9			\$ 328.00 Required with Optional Front Tire
Top of Fuel Tank 5" Below Rail	No	Yes	\$ 50.00 Body Builder Requirement
Rubber Pad below Batteries	No	Yes	\$ 34.00 Longer Lasting Battery Life
Screen over Air Intake Opening in Bumper	NO	Yes	\$ 11.00 Keep Air Intake Cleaner
Concert Class Audio System AM/FM Radio Only	No	Yes	\$ 249.00
SS Heated Mirrors IPO Non-Heated Mirrors	No	Yes	\$ 80.00 Keeps Dew & Rain off Better Vision
Cab Tilt Pump Air Assist			\$ 132.00 Less Maintenance Time Fast Operation
Backup Alarm 107dB IPO 87-112dB			\$ (12.00)
2 Add'l Electric Rocker Switches	No	Yes	\$ 22.00 Extra Switch for add on items
Air Restriction Gauge Filterminder	Yes	No	\$ (96.00)
Cummins Voc. Eng. Warranty 5 yr or 150,000 mi.	No	Yes	\$ 950.00 Extend Engine Warranty
Cmns Eng Injector Warranty 5 yr or 500,000 mi.	No	Yes	\$ 600.00 Extend Engine Warranty
Cmns Eng Turbo Warranty 5 yr or 500,000 mi.	No	Yes	\$ 1,100.00 Extend Engine Warranty
Spec Package Discount	No	Yes	\$ (549.00)
			\$ 123,930.00
			\$ 59,927.00
			\$ 183,857.00
Heil Dura Pack 5000 Rear Loader / 25 Yd.			



Quote #H1055D

QUOTATION

Prepared For:

Mike Crouse
Rush Peterbilt
Florida Sheriffs Association

Ship To:

City Of Brooksville

Prepared By:

Harold Armington
Tampa Crane & Body, Inc.
813-246-5510
813-246-5322 Fax

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
REL	9/12/09	12 Months	Check at Time of Order	Harold Armington	Driveaway	Dealership	Net 30

Body

Heil PT Commercial Rear Loader 27 yard

Standard Options

Mounting: Eject
Pump: Front Mount Tandem Vane Pump
Lights: Multi-Function Lights Peterson LED Package
Lights: Dual Hopper Work Light Kit with Tailgate Switch
Safety: Left Hand Buzzer
20 lb Fire Extinguisher
HD Contractors Kit w/ Troughs – ¼ " Hopper Floor, 3/16 " Face, Trough
Body Side Door w/ Step
Camera 1: Camera Tailgate Mounted, Roof or Dash Mounted Monitor
Paint: Single Paint Color – Dupont Imron 5000 (Brooksville Brown)

Warranty: Total (1) One Year

Total Body and Options

Quote Per Unit

\$76,366.00

DEDUCTIONS:

- | | | |
|--|------------|--------------|
| 1) DuraPack 5000 Tailgate in lieu of PowerTrack Tailgate | (Subtract) | <\$8,270.00> |
| 2) 25yd. body in lieu of 27yd. body | (Subtract) | <\$3,696.00> |
| 3) Front Mount Gear Pump in lieu of Tandem Vane Pump | (Subtract) | <\$3,093.00> |
| 4) Florida Sheriff Associations Bid – Discount | (Subtract) | <\$1,380.00> |

NET PRICE:

\$59,927.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

If you have any questions concerning this quotation, please feel free to contact me.

Harold Armington
Tampa Crane
5701 North 50th St.
Tampa, FL 33687
813-246-5510
813-246-5322 Fax
813-294-8169 Cell
harmington@yahoo.com

MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519

PHONE (850) 877-2165 • FAX (850) 878-8665

WEB SITE: www.flsheriffs.org

DATE: September 29, 2009

TO: **ALL PROSPECTIVE DEALERS**

FROM: Gary Perkins Lynn Meek Peggy Goff
Executive Director Vehicle Bid Coordinator Vehicle Contract Manager

RE: **POSTING OF INTENDED BID AWARD** *for the*
SHERIFFS' OFFICES & LOCAL GOVERNMENTAL AGENCIES
OF THE STATE OF FLORIDA COOPERATIVE BID FOR
PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES,
TRUCKS & VANS, & OTHER FLEET EQUIPMENT
Bid No. 09-17-0908

Name of Dealership	Type of Vehicle	Zone	Base Price
--------------------	-----------------	------	------------

FULL SIZE PURSUIT VEHICLES - RWD (POLICE PACKAGE) (Specification #01)

Garber Ford Mercury, Inc.	Ford Crown Victoria (P7B/720A)	Western	\$20,578.00
Garber Ford Mercury, Inc.	Ford Crown Victoria (P7B/720A)	Northern	\$20,578.00
Garber Ford Mercury, Inc.	Ford Crown Victoria (P7B/720A)	Central	\$20,578.00
Garber Ford Mercury, Inc.	Ford Crown Victoria (P7B/720A)	Southern	\$20,578.00
Garber Chrysler Dodge Jeep, Inc.	Dodge Charger (LXDH48/29A)	★ Western	\$19,988.00
Garber Chrysler Dodge Jeep, Inc.	Dodge Charger (LXDH48/29A)	★ Northern	\$19,988.00
Garber Chrysler Dodge Jeep, Inc.	Dodge Charger (LXDH48/29A)	★ Central	\$19,988.00
Garber Chrysler Dodge Jeep, Inc.	Dodge Charger (LXDH48/29A)	★ Southern	\$19,988.00

FULL SIZE PURSUIT VEHICLES - FWD (POLICE PACKAGE) (Specification #02)

Garber Chevrolet Buick . . .	Chevrolet Impala (1WS19/9C1)	★ Western	\$18,406.00
Garber Chevrolet Buick . . .	Chevrolet Impala (1WS19/9C1)	★ Northern	\$18,406.00
Garber Chevrolet Buick . . .	Chevrolet Impala (1WS19/9C1)	★ Central	\$18,406.00
Garber Chevrolet Buick . . .	Chevrolet Impala (1WS19/9C1)	★ Southern	\$18,406.00

FULL SIZE UTILITY VEHICLES - RWD (POLICE PACKAGE) (Specification #03)

Bartow Chevrolet	Chevrolet Tahoe 1500 (CC10706/PPV)	★ Western	\$23,144.00
Bartow Chevrolet	Chevrolet Tahoe 1500 (CC10706/PPV)	★ Northern	\$22,994.00
Bartow Chevrolet	Chevrolet Tahoe 1500 (CC10706/PPV)	★ Central	\$22,994.00

Name of Dealership	Type of Vehicle	Zone	Base Price
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60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE REFUSE TRUCK (ONLY)

(Specification #60)

(Trucks will either be 2010 or 2011 year models) (continued)

Kenworth of Central Florida	Autocar ACX64	Western	\$122,910.00
Kenworth of Central Florida	Autocar ACX64	Northern	\$122,685.00
Kenworth of Central Florida	Autocar ACX64	Central	\$122,285.00
Palmetto Ford Truck Sales, Inc.	Autocar ACX64	Southern	\$119,943.00
Container Systems & Equipment Co., Inc.	Crane Carrier LET2	Western	\$149,860.00
Container Systems & Equipment Co., Inc.	Crane Carrier LET2	Northern	\$149,860.00
Container Systems & Equipment Co., Inc.	Crane Carrier LET2	Central	\$149,860.00
Container Systems & Equipment Co., Inc.	Crane Carrier LET2	Southern	\$149,860.00
Nextran Truck Center - Lake City	Mack MR Series	★ Western	\$111,391.00
Nextran Truck Center - Lake City	Mack MR Series	★ Northern	\$111,141.00
Nextran Truck Center - Tampa	Mack MR Series	★ Central	\$110,612.00
Nextran Truck Center - Miami	Mack MR Series	★ Southern	\$110,612.00
Rush Truck Center	Peterbilt 320	Western	\$117,161.00
Rush Truck Center	Peterbilt 320	Northern	\$117,161.00
Rush Truck Center	Peterbilt 320	Central	\$117,161.00
Palm Peterbilt-GMC Trucks, Inc.	Peterbilt 320	Southern	\$121,107.00

15 FT. FLEX WING ROTARY MOWER - PTO DRIVEN (Specification #61)

Alamo Sales Corp.	Alamo Eagle 15	Western	\$14,610.00
Alamo Sales Corp.	Alamo Eagle 15	Northern	\$14,610.00
Alamo Sales Corp.	Alamo Eagle 15	Central	\$14,610.00
Alamo Sales Corp.	Alamo Eagle 15	Southern	\$14,610.00
Creel Tractor Company	Bush Hog 2715	Western	\$15,488.00
Creel Tractor Company	Bush Hog 2715	Northern	\$15,289.00
Creel Tractor Company	Bush Hog 2715	Central	\$14,886.00
Creel Tractor Company	Bush Hog 2715	Southern	\$14,178.00
John Deere Company	John Deere CX15	Western	\$15,917.00
John Deere Company	John Deere CX15	Northern	\$15,917.00
John Deere Company	John Deere CX15	Central	\$15,917.00
John Deere Company	John Deere CX15	Southern	\$15,917.00
Ring Power Corporation	Landpride Batwing (RC5515)	★ Western	\$13,041.00
Gulf Coast Tractor & Equipment	Landpride Batwing (RC5515)	★ Northern	\$12,988.00
Gulf Coast Tractor & Equipment	Landpride Batwing (RC5515)	★ Central	\$12,588.00
Kelly Tractor Co.	Landpride Batwing (RC5515)	★ Southern	\$12,917.00
Triple D Equipment, Inc.	Rhino FR15	Western	\$15,042.00
Triple D Equipment, Inc.	Rhino FR15	Northern	\$14,365.00

**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**SPECIFICATION #060 - 60,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE
REFUSE TRUCK (ONLY)**

2010/2011 American LaFrance Condor ; 2010/2011 Autocar ACX64
2010/2011 Crane Carrier LET2 ; 2010/2011 Mack MR Series
2010/2011 Peterbilt 320

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

- a. 300 HP 6 cylinder diesel engine, 11L minimum

2. TRANSMISSION:

- a. Allison 4500 RDS automatic transmission

3. ENGINE EQUIPMENT:

- a. Alternator – 12 volt 100A
- b. Premium engine hoses
- c. Injection pump – electronic engine control
- d. Radiator – aluminum core, or approved equivalent
- e. Air restriction monitor – intake mounted

4. CAB:

- a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
- b. Low cab, forward mounted, tilt type.
- c. Floor covering – black rubber mats
- d. Seating – driver air suspension mid back, passenger fixed mid back.
- e. Steering wheel – 18" two spoke
- f. Standard air conditioning

5. FRAME:

- a. Frame – steel construction matched to GVW and mounted body of truck.
- b. Wheelbase – 209"
- c. Front bumper – painted steel
- d. Fuel tank – 70 gallon, minimum
- e. Air dryer – bendix AD9 heated, or approved equivalent.

6. SAFETY:

- a. Horn – single air trumpet
- b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
- c. Windshield wipers – 2 speed with intermittent feature
- d. Brakes – Meritor "S" cam type 15" x 4" Q + front and Meritor 16.5" x 7" Q + rear with antilock without automatic traction control, or approved equivalent.
- e. Slack adjusters – Haldex automatic front and rear.
- f. Daytime running lights.
- g. Backup alarm – pollak 41-722 constant audible, or approved equivalent (mounted on rear cross member).

7. FRONT AXLE:

- a. Front axle – 20,000 lb.
- b. Front wheels – steel 10 hole hub piloted
- c. Front tires – 11R22.5 Goodyear G397LHS, steer or approved equivalent.
- d. Front hubs – iron, or approved equivalent.

8. REAR AXLE:

- a. Rear axle – 40,000 lb.
- b. Rear wheels – steel 10 hole hub piloted
- c. Rear tires – 11R22.5 Goodyear G124 unisteeel traction or approved equivalent.
- d. Hubs – iron, or approved equivalent.
- e. Power divider with warning light and buzzer (includes in cab control)

9. ELECTRICAL:

- a. Circuit protection – fuses except headlamp and wiper circuits which utilize circuit breakers.

Specification #60 60,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE REFUSE TRUCK (Only)

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

LEGEND FOR
DELETE/ADD OPTIONS

Every line will require a DOLLAR VALUE or one of the following abbreviations:
 Std. = Manufacturer's standard equip
 Incl. = included with base specs.
 NC = no additional charge
 NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

He- PowerTrak-27	Optional mounted body - specify Heil Commercial Rear Loader 27 yd. Eject Petersen LED lights Hopper work Lights Left hand Buzzer 20 Fire Ext. HD Contractors Kit 1/4" hopper floor 3/16" face trough Body side door w/step camera tailgate mtd	\$76,366.00
EZ-Herc40FL	Optional mounted body - specify EZ Pack Hercules Commercial Front Loader 40 C/Y 7GA. 100,000 PSI Body Side Walls F/L Hopper Sump Overlay Access Ladder Body/Hopper LED Lights Camera System	\$84,429.00
EZ-G370C	Optional mounted body - specify EZ Pack Goliath G370C 25 C/Y Rear Loader, side Access Door LED Lights Camera System	\$59,493.00
EZ-G300C	Optional mounted body - specify EZ Pack Goliath G300C 25 C/Y Rear Loader, LED lights camera system	\$56,424.00
EZ-HCASL	Optional mounted body - specify EZ Pack High Compaction ASL, Camera System	\$100,544.00
PAC-KBBFHD222	Optional mounted body - specify PacMac KBFD222 with TBS2440 360 degree continuous rotation boom	\$67,129.00
NW-2RIII-RL	Optional mounted body - specify Leach 2RIII Rear Loader Residential 25 yd. Hand-semi load, flashing rear lights, work Lights, Rear camera	\$60,893.00
LAB-ATOM-RH	Optional mounted body - specify Resid./Dump Unload Automated arm RH Drive 31 yd. LED Lights Auto Cart Counter Dual Camera system Clean out tools Hopper Work Lights	\$105,143.00
LAB-ATOM-RHREC	Optional mounted body - specify Resid./Dump Unload Automated arm RH Drive 31 yd. LED Lights Auto Cart Counter Dual Camera system Clean out tools Hopper Work Lights	\$125,357.00
LAB-SuperDuty-FL	Optional mounted body - specify Labrie Front Loader 40 yd. Flashing Lights Mid Back-up Lights Rear Camera aWashout Tank 10k Lift Arms 1 1/2" Forks Tool Box	\$89,033.00
PakMor 300-RL	Optional mounted body - specify Pak Mor 300 Rear Loader Resid. Hand-Semi Load Flashing Lights Work Lights rear Camera Clean out tool	\$51,411.00
PakMor-FPE800-FL	Optional mounted body - specify Pak-Mor FPE800 Front Loader 10k Lift arm 1 1/2" Forks, Tool Box, Washout Tank 50 Gal., Cleanout Tools	\$84,673.00
GAU5OR	Optional mounted body - specify Galbreath Roll off 60,000 lb. Outside Rail Hoist Pioneer RP4500 SARG LED Lights Hot Shift PTO - Automatic	\$33,714.00
3281750	Optional equipment - specify Donaldson Pre Cleaner ECG	\$109.00



REGULAR A G E N D A I T E M
M E M O R A N D U M

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: November 2, 2009

General Summary / Background:

City Council approved at the October 19, 2009 meeting the first reading of ordinance 779 addressing requests by various citizens and organizational groups to hold events that have small fires for cooking and social gatherings. It also outlined the 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. As discussed 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.

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.

J.P. **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 ordinance 779 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 Ordinance, 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

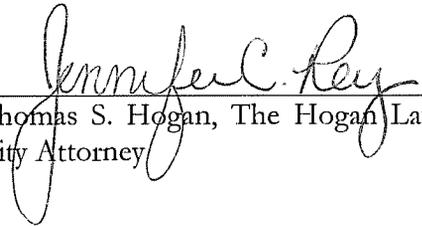
By: _____
Joe Bernardini, Mayor

PASSED on First Reading October 19, 2009
NOTICE Published on October 23, 2009
PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:

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



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



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: November 2, 2009

General Summary / Background:

Council approved the first reading of ordinance 780 that amends Chapter 46 of the code of ordinances Article III Fire Code. As discussed currently it adopts the National Fire Prevention Code, Life Safety Code 101 and the Fire Prevention Handbook, current editions as of 2005. To better define and clarify the applicable codes in compliance with Florida Statutes 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 ordinance 780 based on previous council discussion and approval at the October 19, 2009 council meeting.

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.

(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 October 19, 2009

NOTICE Published on October 23, 2009

PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:

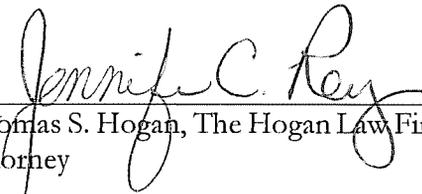
Bernardini _____

Bradburn _____

Johnston _____

Lewis _____

Pugh _____



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



AGENDA MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

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

SUBJECT: ORDINANCE NO. 772 – QUALIFYING FEES

DATE: OCTOBER 23, 2009

GENERAL SUMMARY: At its regular meeting held on October 19, 2009, the City Council approved the Municipal Elections Cooperative Agreement between the City and Annie Williams, Hernando County Supervisor of Elections. To implement the terms of the Agreement, the Council adopted Resolution No. 2009-01 designating the Supervisor of Elections as the designated City Election Official and approved on first reading Ordinance No. 772 to amend code provisions on qualifying fees. Proposed Ordinance No. 772 is now being brought forward for second reading and public hearing. The proposed ordinance removes the requirement that all qualifying fees be deposited into the City's general fund.

BUDGET IMPACT: There is no budget impact associated with adopting this Ordinance.

 **LEGAL REVIEW:** The City Council has the authority to adopt Ordinance pursuant to Sec. 1.03 and 2.13 of the City Charter and is authorized by Sec. 2.06 of the Charter to amend or modify its municipal election code. The City Attorney has reviewed the proposed ordinance and finds it in proper legal form.

ATTACHMENTS: Ordinance No. 772

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 19th day of OCTOBER, 2009.

NOTICE PUBLISHED on 23rd day of OCTOBER, 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

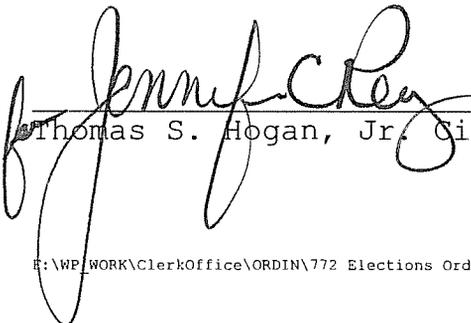
ATTEST:

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

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ATTACHMENT D

MEMORANDUM

To:	Honorable Mayor & City Council
Via:	T. Jennene Norman Vacha, City Manager 
Via:	Bill Geiger, Community Development Director 
From:	Steve Gouldman, AICP, City Planner 
Subject:	RZ2009-02 and SE2009-01; Petitioner is requesting a zoning classification of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP consisting of Highway Commercial and Residential uses.
Petitioner:	Innovators Investments Group, LLC and Brooksville Hotel and Office Park, LLC, Represented by Gaylor Engineering
Location:	North of Cortez Blvd, west of Hale Avenue and east of Mildred Ave
Date:	November 2, 2009

Introduction & Background Information:

The petition is a request to rezone an approximately 7.71-acre tract to Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of Highway Commercial and Residential uses.

Located on the north side of Cortez Blvd (S.R. 50), west of Hale Avenue and east-southeast of Mildred Avenue, the subject parcels were annexed into the City on August 7, 2006 (Ordinance No. 720) and on June 4, 2007 (Ordinance No. 745). A Comprehensive Plan Amendment assigning a Future Land Use designation of Commercial for 1.95 acres ± of the subject site (fronting on Cortez Boulevard) was approved by the City on January 22, 2007. On May 4, 2009 the City amended the Comprehensive Plan Future Land Use Map to designate the northwestern 0.95-acre parcel as Single-Family Residential and the remaining 4.81 acres as Commercial. The County's current zoning for the property's eastern 4.81 acres is Planned Development Project-Single-Family (PDP-SF), while the southern 1.95 acres is zoned Office Professional-Planned Development Project (OP-PDP) and the northwestern 0.95 acres is designated R1C Residential.

DATA & ANALYSIS

Zoning and Land Use:

As noted above, the request is to rezone the property to Planned Development Project (PDP) with a Special Exception Use for a Combined PDP to allow for the development of highway commercial and residential uses. Specifically, the proposed development would consist of 6.76 acres of commercial uses (Tract A and Tract B) and 0.95 acres of residential uses (Tract C). The single-family portion of the project, consisting of 0.95 acres, could yield a maximum of 6 dwelling units. The 6.76-acre non-residential component, if developed at a realistic Floor Area Ratio (FAR) of 0.25, would permit 73,616 square feet of commercial floor space.

Compatibility with Surrounding Area:

The subject properties are, as previously noted, located north of State Road 50 between Hale and Mildred Avenues. The general area along Cortez Boulevard contains a variety of land uses,

including highway commercial, office and cultural uses as well as a number of undeveloped properties. Properties to the north of the subject site are zoned for and occupied by single-family residential uses, and a church and self-storage facility are located further north on the west side of Hale Avenue. A 14.40-acre undeveloped tract zoned C2 is located to the immediate east across Hale Avenue.

As proposed, the project will retain the existing single-family house located in the northwest portion of the site (Tract C) and adjacent to an existing dwelling to the north. The non-residential floor space and associated parking will occupy the remainder of the site. Given the non-residential nature of development along Cortez Boulevard, staff finds highway commercial uses to be appropriate for location in Tract A. Staff also finds, however, that the area does not contain establishments with intense outdoor storage and display. Therefore, staff finds uses such as truck dealer establishments and truck sales and repair, tractor trailer sales and repair, building material establishments with outdoor storage, construction service establishments with outdoor storage and wholesale and storage establishments with outdoor storage should be prohibited. Additionally and in order to provide a transition from the more intense uses along Cortez Boulevard to the single-family development north of the site along Hale Avenue, staff finds that convenience goods stores, drive-in restaurants, motels and hotels, gasoline service stations, gasoline sales, marine establishments with outdoor displays and/or outdoor storage, automotive dealer establishments and automotive sales and repair, truck dealer establishments and truck sales and repair, tractor trailer sales and repair, farm equipment and supplies establishments with outdoor displays and/or outdoor storage, building material establishments with outdoor displays and/or outdoor storage, construction service establishments with outdoor storage and wholesale and storage establishments with outdoor displays and/or outdoor storage should be prohibited in Tract B. A buffer area 15 feet in width along the northern and northwestern boundaries of Tract B containing existing trees and a PVC fence 6 feet in height will further enhance the transition and compatibility with the nonresidential uses adjacent to the site. The prohibitions, buffering and screening requirements and other development requirements are contained in the proposed performance standards below.

Public Facilities and Level of Service:

The project will be served by City water and sewer services. The developer will be required to negotiate a utility service agreement with the City of Brooksville to facilitate the provisions for and determine the availability of water and sewer services to the property.

Police, fire and sanitation collection services will also be provided by the City.

Development plans submitted for permitting of this project will be reviewed and analyzed for impact to roads, utilities, drainage, the environment and compliance with all other applicable land use criteria and will be subject to meeting all federal, state and local agency permitting requirements.

It should also be noted that the proposed development will include one cross access drive to the property located to the southeast, one cross access drive to the property located to the west, one access point along Hale Avenue and one along Cortez Boulevard. A frontage road will be

constructed through the property to connect Hale Avenue with property located to the west of the subject site. The petitioner has requested that parking be permitted along said frontage road. Staff finds that, with a clear zone of a minimum of five feet provided between the roadway and the parking spaces, the frontage road will adequately provide for a safe traffic flow through the site. The on-street parking will also serve as an appropriate traffic calming measure. A traffic study will be required to establish the proposed development's impacts on the transportation network, as well as mitigation measures that may be required to address any deficiencies or safety issues.

Natural Resources and Features:

The subject parcel east of Mildred Avenue is occupied by a single-family residence and the parcel west of Hale Avenue contains an old barn structure. The balance of the property is undeveloped. Vegetative buffering is located around the north and northwestern perimeters of the property. The site is not located within a well head protection area and the on-site soil types include Wachula and Blichton.

Drainage:

The subject site is located within Flood Zone C, which is defined as an area exhibiting minimal flood potential. No wetlands are located on the site. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.

NOTE: The Zoning/Special Exception Use process is a land use determination which does not constitute a permit for either construction on or use of the property. These actions are not considered a Certificate of Concurrence. Prior to use of or construction on the property, the petitioner must receive approval from the appropriate City and/or other governmental agencies that have regulatory authority over the proposed development.

The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any City land use ordinances. Homeowner's associations or architectural review committees may require submission of plans for their review and approval. The applicant for this land use request should contact the local association (if there is one) and review the Public Records for all restrictions that may be applicable to this property.

This report does not include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment.

Planning & Zoning Commission & Staff Recommendation:

At their meeting on October 14, 2009, the Planning & Zoning Commission concurred with Staff to recommend that City Council approve the rezoning of this property from County OP-PDP (Office Professional Planned Development Project), PDP-R (Planned Development Project Single Family Residential) and R1C Residential to Planned Development Project (PDP) with a Special Exception

Use for a Combined Use PDP (PDP-CU), consisting of Highway Commercial and Residential uses, subject to the conditions below and the following additional condition:

Parking lot lighting shall be directional and/or utilize full cut-off fixtures so as to minimize impacts to adjacent property.

1. Tracts A, B and C shall be located as generally shown on the site plan.
2. Uses permitted within Tract A shall be those of the C-2 zoning district, except that the following uses shall be prohibited:
 - Truck dealer establishments and truck sales and repair
 - Tractor trailer sales and repair
 - Building material establishments with outdoor storage
 - Construction service establishments with outdoor storage
 - Wholesale and storage establishments with outdoor storage
3. Uses permitted within Tract B shall include parking and traffic circulation associated with uses established in Tract A, retention and those of the C-2 zoning district, except that the following uses shall be prohibited:
 - Convenience goods stores
 - Drive-in restaurants
 - Motels and hotels
 - Gasoline service stations
 - Gasoline sales
 - Marine establishments with outdoor displays and/or outdoor storage
 - Automotive dealer establishments and automotive sales and repair
 - Truck dealer establishments and truck sales and repair
 - Tractor trailer sales and repair
 - Farm equipment and supplies establishments with outdoor displays and/or outdoor storage
 - Building material establishments with outdoor displays and/or outdoor storage
 - Construction service establishments with outdoor storage
 - Wholesale and storage establishments with outdoor displays and/or outdoor storage
4. Tract C shall be limited to residential uses and shall be developed in accordance with the R1C Single-Family Residential zoning district standards.
5. Minimum building setbacks shall be as follows:
 - Tract A:

Front (along Cortez Blvd.)	75 feet
Front (along Hale Ave.)	35 feet
Side (east and south)	10 feet
Side (west)	35 feet
Rear (adjacent to Tract B)	10 feet
Rear (adjacent to Tract C)	35 feet
 - Tract B:

Front (along Hale Avenue)	35 feet
Side (adjacent to Tract A)	10 feet
Side (northern boundary)	35 feet

Rear 35 feet

Minimum separation between buildings in Tract A and Tract B shall be 15 feet.

Setbacks from internal drive lanes in Tract A and Tract B shall be 10 feet.

6. Dumpsters shall be located a minimum of 50 feet from project boundaries. Landscaping and screening of the dumpsters shall be in accordance with the requirements of the City of Brooksville Code.
7. The maximum building height for Tract A shall be 60 feet (4 stories). Maximum building height for Tract B and Tract C shall be 35 feet (2 stories).
8. Unless otherwise specified herein, adequate buffers shall be provided along the perimeter of the property that are consistent with or exceed City adopted standards and comply with the City's landscaping, buffers and tree protection regulations. Along the northern and western boundary of Tract B, a buffer area 15 feet in width shall be provided. Within the buffer area, the developer shall provide a PVC fence six feet in height. Landscaping in the buffer area shall include, at minimum, one tree every 25 feet, a minimum of 10 feet in height at the time of planting. Existing trees shall be permitted to satisfy the requirement. A Type "A" buffer shall be provided along the boundaries of Tract A which abut Tract C. In addition to the landscaping required for Type "A" buffers, the developer shall provide a PVC fence six feet in height. Existing trees shall be permitted to satisfy the Type "A" buffer tree requirements.
9. A maximum of one access drive to Cortez Boulevard and one access drive to Hale Avenue shall be permitted. The access drive located along Hale Avenue shall be constructed as a frontage road and shall connect to the property to the west. Said frontage road shall be located as generally shown on the site plan. On-street parking shall be permitted along the frontage road, provided a clear zone five feet in width is located adjacent to both sides of the road where parking is placed. The road lanes and clear zones shall be clearly delineated.
10. Cross access shall be provided to the property located at the Cortez Boulevard/Hale Avenue intersection. The cross access may be located along the south or east project boundary.
11. Prior to construction plan submittal, the developer shall provide to the Community Development Department for review and approval a detailed PDP development site plan depicting all the requirements specified herein as well as all appropriate and applicable data and information.
12. The petitioner/developer shall obtain all permits and meet all applicable land development regulations, for construction or use of the property.
13. The developer shall coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements around the perimeter of the site. Public sidewalks are to be installed along the public rights-of-way and design shall provide for crosswalks and underground drainage where appropriate.
14. The developer shall successfully negotiate a utility service agreement with the City prior to permitting.
15. All utilities serving this project shall be installed underground.
16. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting*

Information Manual, latest edition, as published by the Southwest Florida Water Management District.

17. Unless specifically addressed to the contrary by conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification shall apply to Tract A and Tract B as if they were zoned C2.
18. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure that directly serve the proposed development.
19. Parking lot lighting shall be directional and/or utilize full cut-off fixtures so as to minimize impacts to adjacent property.

- Attachments:
- 1) Zoning Petition
 - 2) Rezoning/Special Exception Use Petition
 - 3) Planned Development Project -Conceptual Drawing
 - 4) Narrative
 - 5) Area map
 - 6) Ordinance No. 781

CITY OF BROOKSVILLE ZONING AMENDMENT PETITION

Date: 6/16/2009

Print or Type All Information

Applicant: Innovators Investment Group LLC / Dan Pitts and Bob Nelson
Mailing Address: P.O. Box 671
Lutz, FL 33548
Daytime Telephone: (813) 909-8393

Representative: Gaylor Engineering / Michael J. Gaylor, P.E.
Mailing Address: 21764 State Road 54
Lutz, FL 33549
Daytime Telephone: (813) 949-5599

Legal Description: Section: 27 Township: 22S Range: 19E

Size of Area Covered by
Application: 7.71 acres

Highway & Street Boundaries: Located on Mildred Avenue, West of Hale Road
and North of S.R. 50

Future Land Use Designation: Commercial
Current Land Use Designation: Single Family Residential and Commercial
Current Zoning Classification: Professional Office and Single Family Residential
Zoning Classification Desired: C-2 and Single Family

Has a public hearing been held on this property within the last twelve months?
Yes

PETITION FOR SPECIAL EXCEPTION USAGE

TO THE CITY OF BROOKSVILLE, FLORIDA
PLANNING & ZONING COMMISSION

The undersigned Petitioner/Property Owner hereby submits this Petition for a Special Exception Usage at the following described property, to wit: (insert typewritten legal description)

SEE EXHIBIT A

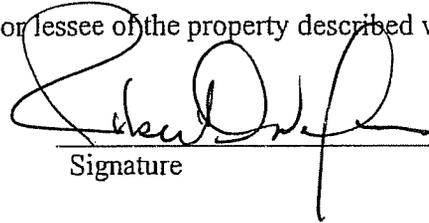
Subject Property Street Address: STATE ROAD 50 (CORTEZ BLVD.)
~~BROOKSVILLE, FL~~

ACKNOWLEDGMENT

Bob Nelson,
I, Innovators Investment Group, LLC, hereby state and affirm that all answers to the questions in said application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge

X I am the owner of the property covered under this application.

 I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.



Signature

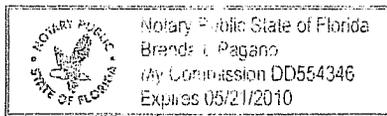
STATE OF FLORIDA, COUNTY OF PASCO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17 DAY OF June, ~~19~~ 2009 BY THE ABOVE PERSON(S) BOB NELSON WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN OATH.

Brenda L. Pagano
SIGNATURE OF NOTARY

Brenda L. Pagano
PRINTED NAME OF NOTARY

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Rev 09/14/97



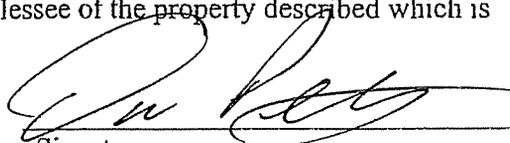
ACKNOWLEDGMENT

Dan Pitts,

I, Innovators Investment Group, LLC, hereby state and affirm that all answers to the questions in said application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge.

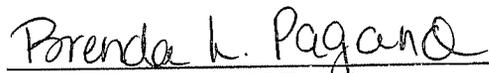
I am the owner of the property covered under this application.

I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.


Signature

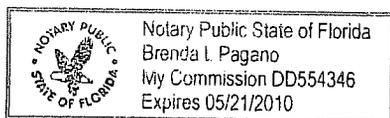
STATE OF FLORIDA, COUNTY OF PASCO

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SIGNATURE OF NOTARY

Brenda L. Pagano
PRINTED NAME OF NOTARY

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Rev 09/14/97

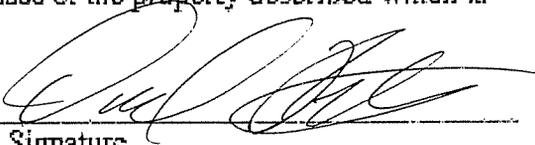


ACKNOWLEDGMENT

Daniel Pitts,
I, Brooksville Hotel & Office Park, LLC., hereby state and affirm that all answers to the questions in said application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge.

 I am the owner of the property covered under this application.

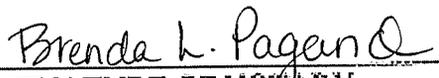
 X I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.



Signature

STATE OF FLORIDA, COUNTY OF PASCO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF October, 19 XXX2009 BY THE ABOVE PERSON(S) X WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN OATH.

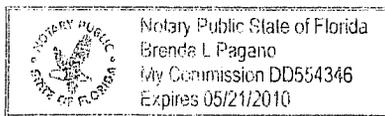


SIGNATURE OF NOTARY

Brenda L. Pagano

PRINTED NAME OF NOTARY

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Rev. 09/14/97



APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA
Dan Pitts / Bob Nelson

I, Innovators Investment Group LLC, the owner(s) in fee simple of the below described real property hereby appoint Michael J. Gaylor, P.E. as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT " A ")

Dated: June 17, 2009

Signed in the presence of:

WITNESSES:

Signature Brenda L. Pagano
Print Name Brenda L. Pagano

Signature Larry A. Bean
Print Name Larry A. Bean

Signature Judith A. Gaylor
Print Name JUDITH A. GAYLOR

Signature Janie Nation
Print Name Janie Nation

LANDOWNER(S):

Signature [Signature]
Print Name Dan Pitts

Signature [Signature]
Print Name Bob Nelson

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APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

Daniel Pitts,
Brooksville Hotel & Office Park, LLC., the owner(s) in fee simple of the below described real property hereby appoint Michael J. Gaylor, P.E. as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(insert Legal Description Below)

Dated: October 2, 2009

Signed in the presence of:

WITNESSES:

Signature Brenda L. Pagano
Print Name Brenda L. Pagano

Signature Larry A. Bean
Print Name Larry A. Bean

Signature Michael J. Gaylor
Print Name Michael J. Gaylor

Signature Judith Gaylor
Print Name Judith Gaylor

LANDOWNER(S):

Signature Daniel Pitts
Print Name Daniel Pitts

Signature _____
Print Name _____

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OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Bob Nelson, being duly sworn, hereby depose and say
Innovators Investment Group, LLC is the owner of the herein described property to-wit:

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT " A ")

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Dan Pitts, being duly sworn, hereby depose and say
Innovators Investment Group, LLC is the owner of the herein described property to-wit:

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT " A ")

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Dan Pitts, being duly sworn, hereby depose and say
Brooksville Hotel & Office Park, LLC is the owner of the herein described property to-wit:

(Insert Legal Description Below)

SEE ATTACHED EXHIBIT A

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Robert Nelson
Brooksville Hotel & Office Park, LLC, being duly sworn, hereby depose and say
Brooksville Hotel & Office Park, LLC is the owner of the herein described property to-wit:

(Insert Legal Description Below)

SEE ATTACHED EXHIBIT A

EXHIBIT " A "

DESCRIPTION:

(Per O.R. Book 2414, Page 148 and O.R. 1635, Page 220)

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, thence run S.00°42'18"E. along the Easterly boundary of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 546.28 feet, thence run N.89°13'57"W. a distance of 119.34 feet to the Westerly right-of-way line of Hale Avenue and the POINT OF BEGINNING, thence run S.00°34'34"W. along said Westerly right-of-way line a distance of 434.52 feet, thence run S.89°53'26"W. along the Northerly boundary and the extension thereof of that certain parcel of land described in O.R. Book 118, page 260, Public Records of Hernando County, Florida a distance of 364.80 feet to the Northwest corner of said parcel, thence run S.00°49'09"E. along the Westerly boundary of said parcel a distance of 217.44 feet to a point on the Northerly right-of-way line of Cortez Boulevard (S.R. 50), thence run along said right-of-way line S.89°34'09"W., a distance of 346.06 feet, thence run N.00°03'53"W. a distance of 249.76 feet to the Southerly boundary of a parcel described in O.R. Book 74, pages 620 through 635, of said Public Records, thence run S.89°13'57"E. along the Southerly boundary of said parcel a distance of 333.00 feet to the Southeast corner of said parcel, thence run N.00°06'53"W, along the Easterly boundary and the extension thereof of said parcel a distance of 415.00 feet to the Southerly boundary of that certain parcel of land described in O.R. Book 1367, pages 672 and 673, thence run S.89°13'57"E. along said Southerly boundary a distance of 379.93 feet to the Southeast corner of said parcels and the POINT OF BEGINNING. LESS that portion deeded to the State of Florida in O.R. Book 1152, page 1802, Public Records of Hernando County, Florida. SUBJECT TO an easement to Florida Power Corporation recorded in O.R. Book 749, page 1721, Public Records of Hernando County, Florida.

AND

Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, go thence N.88°38'58"W. along the $\frac{1}{4}$ section line a distance of 847.04 feet, thence S.01°50'32"W., a distance of 666.67 feet to the POINT OF BEGINNING, thence continue S.01°50'32"W., a distance of 125.00 feet, thence S.87°24'58"E., a distance of 353.00 feet, thence N.01°50'32"E., a distance of 125.00 feet, thence N.87°24'58"W., a distance of 353.00 feet to the POINT OF BEGINNING. LESS the Westerly 40 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

AND

Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, thence N.88°38'58"W., along the $\frac{1}{4}$ section line a distance of 847.04 feet, thence S.01°50'32"E., a distance of 791.67 feet to the POINT OF BEGINNING, thence continue S.01°50'32"E. distance of 150.00 feet, thence S.87°24'58"E., a distance of 353.00 feet, thence N.01°50'32"E., a distance of 150.00 feet, thence N.87°24'58"W., a distance of 353.00 feet to the POINT OF BEGINNING. LESS the West 20 feet thereof AND ALSO LESS the East 20 feet of the West 40 feet thereof reserved for road right-of-way purposes. Said lands lying in and being part of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

PETITIONER IS SPECIFICALLY REQUESTING SPECIAL EXCEPTION USAGE FOR THE FOLLOWING:

COMBINED PDP WITH COMMERCIAL AND RESIDENTIAL USES

Property future land use is: COMMERCIAL & RESIDENTIAL
Current land use is: EXISTING
Property is zoned: OP, PDPR, AND R1-C

Petitioner requests that said Special Exception Usage be permitted so that the Owner may utilize the above said property to its highest and best use.

It is in the opinion of the Petitioner that the granting of a Special Exception Use of said property will not be materially detrimental to the Public Welfare, nor to the persons or properties located in the immediate area.

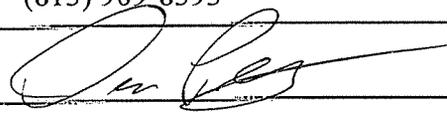
Wherefore, the Petitioner requests that the City of Brooksville, Florida, Planning and Zoning Commission convene to hear and take jurisdiction over the subject matter of this petition.

Petitioner's Name: INNOVATORS INVESTMENT GROUP, LLC AND
BROOKSVILLE HOTEL & OFFICE PARK, LLC

Street Address: P.O. BOX 671

City/State/Zip: LUTZ, FLORIDA 33548

Daytime Phone: (813) 909-8393

Signature: 

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Rev 06/14/97, 12/09/97

Civil Engineering
Land Planning
Marinas
Dredge & Fill
Permitting

Osprey Cove Professional Park
21764 State Road 54 • Lutz, FL 33549
(813) 949-5599 FAX (813) 949-0818
E-Mail: gaylorimg@tampabay.rr.com

October 7, 2009

VIA: E-Mail sgouldman@ci.brooksville.fl.us
FedEx Priority Overnight

Steven E. Gouldman, AICP
Community Development Department
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

(352) 544-5430

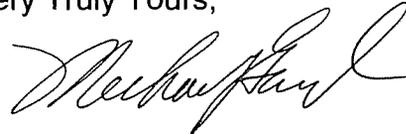
Re: Innovators Rezoning Petition

Dear Mr. Gouldman:

In accordance with our discussions, we are forwarding herewith our request to amend our petition for rezoning to say that it is a request for a Special Exception to allow for PDP-MU with commercial and residential uses. We are attaching herewith the required submittal data for the Special Exception so that it may be included with the rezoning information.

Please advise if you need anything further in this regard.

Very Truly Yours,



MICHAEL J. GAYLOR, P.E.

MJG/bp

Cc: Bob Nelson
Dan Pitts

NARRATIVE
ZONING REQUEST
FOR
INNOVATORS INVESTMENTS GROUP, LLC

We are submitting herewith a zoning request for 7.71 acres of property that has been annexed into the City of Brooksville and has been through land use change as commercial and single family residential. This property lies North and West of the Intersection of Cortez Boulevard (State Road 50 Bypass) and Hale Avenue. We are attaching an exhibit that shows the property in relation to the intersection and shows the zoning request by area.

It is noted that the property lies within the ¼ mile commercial node that is typically used by Hernando County for road intersections in developed areas. The northern property line is approximately 700 feet north of the intersection so it is well within the node for the northwest side of the intersection. The property to the North is PDP (SF) and West of the site is single family residential in Hernando County. The property to the South at the intersection is zoned C-2 in the City and property to the East across Hale Avenue is zoned C-2 also in the City.

The specific zoning request is to zone the .95 acre single family residential land use area to R1C in the City. The remaining 6.76 acres is requested to be zoned C-2 in the commercial land use designation within the City. Current zonings in the area as well the changing character and development intensity at this commercial node supports the zoning request.

Historically the property has gone through annexation and land use change within the last 3 years. During that process, negotiations have taken place to the extent that the .95 acre parcel which is commonly called the Hogan property has been agreed upon to be single family residential as a land use. The developers intend to maintain the existing integrity of the property including the house at this point in time. This provides for almost 1 acre of buffer against

South Mildred Avenue and against the property abutting the site to the north. Setback requirements in the requested C-2 zoning buffer the remaining property to the north by at least 35 feet per code. It is also noted that the property to the north is part of a 2.95 acre tract that is in the County and has a land use of single family. The property does, however, have two businesses being operated from the existing residence so the use is more than purely residential. Zoning for this parcel also allows for clustering and mobile homes.

The property across Hale Avenue from the subject site is 14.4 acres and is currently in the City and zoned C-2. This property could be developed as any significant size commercial facility and far out shadows any development potential of the requested 6.76 acres. In fact the parcel across the street actually extends beyond the ¼ mile commercial node.

The property to the west of the site but abutting Cortez Boulevard is currently vacant and has a land use of residential in the County. This parcel has historically been residential but, with the construction of Cortez Boulevard, the property now appears to be better suited for a future commercial intensity use.

Innovators Investment Group, LLC has given consideration to what zoning is most appropriate for the property given the circumstances as outlined herein. Referring to the definitions of C-1 zoning versus C-2 zoning, etc. we would point out that C-2 is by definition for auto oriented traffic and provides for desirable groupings of commercial uses rather than strip centers. C-1 zoning is more oriented to pedestrian traffic which does not appear to suit this site since there are no significant size developments in the area that residents could walk from to the subject property. C-2 seems to be a better suited zoning, therefore, for the property in question. Anticipated potential uses for the property include hotel/motel, restaurant, offices and a retail center all of which would be permissible in the C-2 zone without having to seek a Special Exception. This level of development intensity is requested in order to allow Innovators Investment the opportunity to proceed.

ORDINANCE NO. 781

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF PDP (PLANNED DEVELOPMENT PROJECT) WITH A SPECIAL EXCEPTION USE FOR A COMBINED USE PLANNED DEVELOPMENT PROJECT (PDP-CU), CONSISTING OF HIGHWAY COMMERCIAL AND RESIDENTIAL USES FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

Section 1. That the following described property in the City of Brooksville, Florida is hereby zoned as Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development Project (CPDP), consisting of Highway Commercial and Residential (Combined PDP) - Referenced Exhibit "A" for a graphic view of the property:)

Innovators Investment Group, LLC and Brooksville Hotel & Office Park, LLC Parcel Key # 00358231 and 00150491. Legal Description:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, thence run S 00°42'18"E, along the Easterly boundary of said Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ a distance of 546.28 feet, thence run N 89°13'57" W, a distance of 119.34 feet to the Westerly right-of-way line of Hale Avenue and the POINT OF BEGINNING, thence run S 00°34'34" W along said Westerly right-of-way line a distance of 434.52 feet, thence run S 89°53'26" W along the Northerly boundary and the extension thereof of that certain parcel of land described in O. R. Book 118, page 260, Public Records of Hernando County, Florida a distance of 364.80 feet to the Northwest corner of said parcel, thence run S 00°49'09"E along the Westerly boundary of said parcel a distance of 217.44 feet to a point on the northerly right-of-way line of Cortez Boulevard (S.R. 50), thence run along said right-of-way line S 89°34'09" W, a distance of 346.06 feet, thence run N 00°03'53" W a distance of 249.76 feet to the Southerly boundary of a parcel described in O. R. Book 74, pages 620 through 635, of said Public Records, thence run S 89°13'57" E along the Southerly boundary of said parcel a distance of 333.00 feet to the Southeast corner of said parcel, thence run N 00°06'53" W along the Easterly boundary and the extension thereof of said parcel a distance of 415.00 feet to the Southerly boundary of that certain parcel of land described in O. R. Book 1367, pages 672 and 673, hence run S 89°13'57" E along said Southerly boundary a distance of 379.93 feet to the Southeast corner of said parcels and the POINT OF BEGINNING, LESS that portion deeded to the State of Florida in O. R. Book 1152, page 1802, Public Records of Hernando County, Florida. SUBJECT TO an easement to Florida Power Corporation recorded in O. R. Book 749, page 1721, public records of Hernando County, Florida.

AND

Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, go thence N 88°38'58" W along the $\frac{1}{4}$ section line a distance of 847.04 feet, thence S 01°50'32" W, a distance of 666.67 Feet to the POINT OF BEGINNING, thence continue S 01°50'32" W, a distance of 125.00 feet, thence S 87°24'58" E, a distance of 353.00 feet, thence N 01°50'32" E, a distance of 125.00 feet, thence N 87°24'58" W, a distance of 353.00 feet to the POINT OF BEGINNING. LESS the Westerly 40 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

AND

Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, thence N 88° 38'58" W, along the $\frac{1}{4}$ section line a distance of 847.04 feet, thence S 01° 50'32" E, a distance of 791.67 feet to the POINT OF BEGINNING, thence continue S 01°50'32" a distance of 150.00 feet, thence S 87°24'58" E, a distance of 353.00 feet, thence N 01°50'32" E, a distance of 150.00 feet, thence N 87°24'58" W, a distance of 353.00 feet to the POINT OF BEGINNING, LESS the West 20 feet thereof AND ALSO LESS the East 20 feet of the West 40 feet thereof reserved for road right-of-way purposes. Said lands lying in and being part of the Southwest $\frac{1}{4}$ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

Location: North of Cortez Boulevard, west of Hale Avenue and east of the south side of Mildred Avenue.

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

1. The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of PDP (Planned Development Project) with a Special Exception Use for a Combined Use Planned Development Project (PDP-CU) and the zoning map of the City of Brooksville shall be amended accordingly. The Special Exception Use consideration for a Combined Use Planned Development Project is subject to the following conditions:
 - a. Tracts A, B and C shall be located as generally shown on the site plan.
 - b. Uses permitted within Tract A shall be those of the C-2 zoning district, except that the following uses shall be prohibited:
 - Truck dealer establishments and truck sales and repair
 - Tractor trailer sales and repair
 - Building material establishments with outdoor storage
 - Construction service establishments with outdoor storage
 - Wholesale and storage establishments with outdoor storage
 - c. Uses permitted within Tract B shall include parking and traffic circulation associated with uses established in Tract A, retention and those of the C-2 zoning district, except that the following uses shall be prohibited:
 - Convenience goods stores
 - Drive-in restaurants
 - Motels and hotels
 - Gasoline service stations
 - Gasoline sales
 - Marine establishments with outdoor displays and/or outdoor storage
 - Automotive dealer establishments and automotive sales and repair
 - Truck dealer establishments and truck sales and repair
 - Tractor trailer sales and repair
 - Farm equipment and supplies establishments with outdoor displays and/or outdoor storage
 - Building material establishments with outdoor displays and/or outdoor storage
 - Construction service establishments with outdoor storage
 - Wholesale and storage establishments with outdoor displays and/or outdoor storage
 - d. Tract C shall be limited to residential uses and shall be developed in accordance with the R1C Single-Family Residential zoning district standards.

e. Minimum building setbacks shall be as follows:

Tract A:

Front (along Cortez Blvd.)	75 feet
Front (along Hale Ave.)	35 feet
Side (east and south)	10 feet
Side (west)	35 feet
Rear (adjacent to Tract B)	10 feet
Rear (adjacent to Tract C)	35 feet

Tract B:

Front (along Hale Avenue)	35 feet
Side (adjacent to Tract A)	10 feet
Side (northern boundary)	35 feet
Rear	35 feet

Minimum separation between buildings in Tract A and Tract B shall be 15 feet. Setbacks from internal drive lanes in Tract A and tract B shall be 10 feet.

- f. Dumpsters shall be located a minimum of 50 feet from project boundaries. Landscaping and screening of the dumpsters shall be in accordance with the requirements of the City of Brooksville Code. The maximum building height for Tract A shall be 60 feet (4 stories). Maximum building height for Tract B and Tract C shall be 35 feet (2 stories).
- g. Unless otherwise specified herein, adequate buffers shall be provided along the perimeter of the property that are consistent with or exceed City adopted standards and comply with the City's landscaping, buffers and tree protection regulations. Along the northern and western boundary of Tract B, a buffer area 15 feet in width shall be provided. Within the buffer area, the developer shall provide a PVC fence six feet in height. Landscaping in the buffer area shall include, at minimum, one tree every 25 feet, a minimum of 10 feet in height at the time of planting. Existing trees shall be permitted to satisfy the requirement. A Type "A" buffer shall be provided along the boundaries of Tract A which abut Tract C. In addition to the landscaping required for Type "A" buffers, the developer shall provide a PVC fence six feet in height. Existing trees shall be permitted to satisfy the Type "A" buffer tree requirements.
- h. A maximum of one access drive to Cortez Boulevard and one access drive to Hale Avenue shall be permitted. The access drive located along Hale Avenue shall be constructed as a frontage road and shall connect to the property to the west. Said frontage road shall be located as generally shown on the site plan. On-street parking shall be permitted along the frontage road, provided a clear zone five feet in width is located adjacent to both sides of the road where parking is placed. The road lanes and clear zones shall be clearly delineated.
- i. Cross access shall be provided to the property located at the Cortez Boulevard/Hale Avenue intersection. The cross access may be located along the south or east project boundary.
- j. Prior to construction plan submittal, the developer shall provide to the Community Development Department for review and approval a detailed PDP development site plan depicting all the requirements specified herein as well as all appropriate and applicable data and information.
- k. The petitioner/developer shall obtain all permits and meet all applicable land development regulations, for construction or use of the property.
- l. The developer shall coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements around the perimeter of the site. Public sidewalks are to be installed along the public rights-of-way and design shall provide for crosswalks and underground drainage where appropriate.

- m. The developer shall successfully negotiate a utility service agreement with the City prior to permitting.
- n. All utilities serving this project shall be installed underground.
- o. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.
- p. Unless specifically addressed to the contrary by conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification shall apply to Tract A and Tract B as if they were zoned C2.
- q. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure that directly serve the proposed development.
- r. Parking lot lighting shall be directional and/or utilize full cut-off fixtures so as to minimize impacts to adjacent property.

Section 2. The City Council does hereby find that the proposed zoning of this property with a PDP designation will not be inconsistent with the City's Comprehensive Plan and is compatible with existing land uses in this area.

Section 3. This Ordinance and zoning of the property described hereto shall take effect immediately upon its adoption.

CITY OF BROOKSVILLE

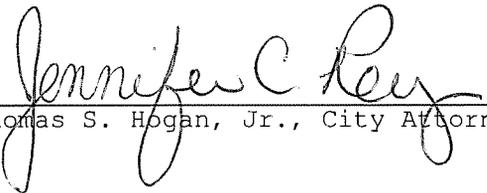
Attest: _____
 Janice L. Peters, City Clerk

By: _____
 Joe Bernardini, Mayor

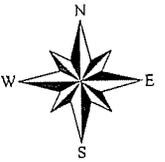
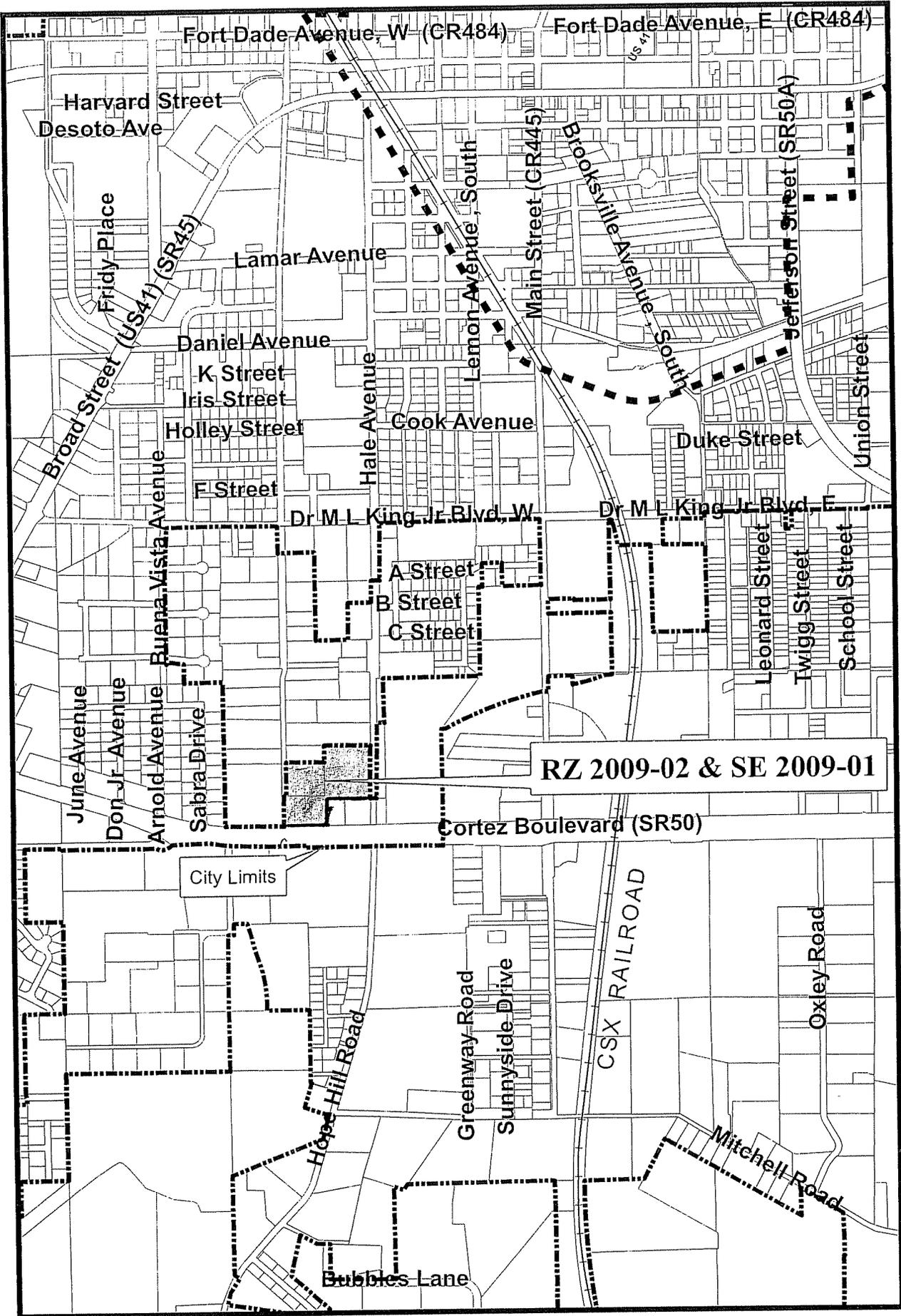
PASSED on First Reading _____
 NOTICE Published on _____
 PASSED on Second & Final Reading _____

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

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



 Thomas S. Hogan, Jr., City Attorney

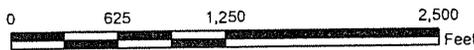


CITY OF
BROOKSVILLE
FLORIDA

ORD. NO. 781

RZ 2009-02 & SE 2009-01

City Limits



CITY OF BROOKSVILLE
MEMORANDUM

To: The Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Richard W. Radacky, Interim Public Works Director

Date: November 2, 2009

Re: Resolution No. 2009-12 and Florida Department of Transportation (FDOT) Special Use Permit Application for the Kiwanis Christmas Parade

Background:

Attached is a resolution and an FDOT special use permit application, which are required to be approved and signed in order for the FDOT to grant permission for the closure of Broad St. and Jefferson St. for the Kiwanis Christmas Parade. This agenda item is contingent upon Council approval of Item C-1 for the parade.

Budget Impact:

Fees and costs as discussed in Item C-1 if approved for waiver by the City Council.

Legal Impact:

The City Attorney has reviewed the resolution, FDOT Request for Temporary Closing Special Use of State Road Permit, insurance certificate, and other related documents and found them to be acceptable.

Staff Recommendation:

Staff recommends approval of Resolution 2009-12 and authorization for the Police Chief and Public Works Director to sign the FDOT Permit.

Attachments:

1. Resolution No. 2009-12
2. FDOT Permit Application

RESOLUTION NO 2009-12

RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN MAIN STREET AND BELL AVENUE IN DOWNTOWN BROOKSVILLE ON DECEMBER 12, 2009; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City wishes to promote businesses in and to draw visitors to the downtown area; and,

WHEREAS, the City wishes to support the 35th Annual Brooksville Christmas Parade that brings visitors to the City and to the downtown area; and,

WHEREAS, pursuant to the City of Brooksville Code of Ordinances Section 74-1(b) and Section 74-165(a), the City Council may close streets for a parade; and,

WHEREAS, the Brooksville Kiwanis Club, the sponsoring organization for the parade, has been approved for a right-of-way closure and use permit and has provided liability insurance in an amount appropriate for the parade.

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

SECTION 1. STREET CLOSURES. The City Council recognizes the closure of the following Brooksville roadway segments to street traffic is necessary for public safety during the Brooksville Christmas Parade; and the City Council authorizes the following closures for the date of the parade:

- Jefferson Street, from Bell Avenue to Main Street
Main Street, from Jefferson Street to Broad Street
Broad Street, from Main Street to Bell Avenue
Bell Avenue, from Broad Street to Jefferson Street

SECTION 3. CONFLICT. Any prior resolution or policy of the City inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

SECTION 4. SEVERABILITY. If any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this resolution are hereby declared severable.

SECTION 5. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption by the City Council.

ADOPTED this 2nd day of November, 2009.

CITY OF BROOKSVILLE

ATTEST: Janice L. Peters, City Clerk

By: Joe Bernardini, Mayor

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

Jennifer C. Ray
Thomas S. Hogan, Jr., City Attorney

VOTE OF CITY COUNCIL

- Bernardini
Bradburn
Johnston
Lewis
Pugh

REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.
2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.
3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION Brooksville Kiwanis Club		PERSON IN CHARGE Robert Watts		DATE 9/17/2009
ADDRESS OF ORGANIZATION P. O. Box 685, Brooksville, FL 34605-0685			TELEPHONE NUMBER 352-796-2926	
TITLE OF EVENT 35 th Annual Brooksville Christmas Parade				
DATE OF EVENT 12/12/09	STARTING TIME OF EVENT 10:00 am	DURATION OF EVENT (APPROX.) 4 hrs.	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) See Attached Exhibit "A" for closing times	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) South on Main St. crossing over State Road 50A (Jefferson St.) to US 41 (Broad St.) then east on US 41 (Broad St.) to Bell Ave. then north on Bell Ave. crossing SR50A (Jefferson St.)				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) See Attached Exhibit "A"				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) Brooksville Police Dept.				
SPECIAL CONDITIONS				
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSED PYROTECHNICS OPERATOR _____ LICENSE NO. _____				
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____ POLICY EFFECTIVE DATE _____				
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)				
TYPED NAME AND TITLE (INCLUDE BADGE NO. IF APPROPRIATE) George Turner, Brooksville Chief of Police		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL Richard Radacky, Brooksville Public Works Dept.		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the RW at no cost to the Department.

Submitted by: Brooksville Kiwanis Club

Place Corporate Seal

Robert Watts
Permittee
Robert Watts, Parade Chairman
Signature and Title

Shirl Hammatt, President, Brooksville Kiwanis Club
Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

DISTRIBUTION: Original – Permittee
1st copy – District Maintenance Office
2nd copy – Local Maintenance Engineer

EXHIBIT "A"

PARADE DETOUR ROUTE

Northbound traffic on U.S. 41 (South Broad Street) detoured south on Hale Avenue to Martin L. King Boulevard. Then East on Martin L. King Boulevard to S.R. 50A (East Jefferson Street) then North on S.R. 50A (East Jefferson Street) to U.S. 41 (North Broad Street) to end Northbound traffic detour.

Westbound traffic on S.R. 50A (East Jefferson Street) detoured West on Martin L. King Blvd. to U.S. 41 (South Broad Street) to end Westbound traffic Detour.

Eastbound traffic on S.R. 50A (West Jefferson Street) to merge into one lane at Mildred Avenue on Eastbound U.S. 41 (South Broad Street). Then detour South on Hale Avenue to Martin L. King Boulevard. Then East on Martin L. King Boulevard to S.R. 50A (East Jefferson Street) to end Eastbound Traffic detour.

Southbound traffic on U.S. 41 (North Broad Street) detoured South on S.R. 50A (East Jefferson Street) to Martin L. King Boulevard. Then West on Martin L. King Boulevard to U.S. 41 (South Broad Street) to end Southbound traffic detour.



AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER *T. Jennene Norman-Vacha*

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

SUBJECT: CONSTRUCTION AND OCCUPANCY AGREEMENT; ENRICHMENT CENTER – SPECIAL NEEDS SHELTER/QUARRY PROJECT

DATE: OCTOBER 19, 2009

GENERAL SUMMARY: City Council at its regular meeting on November 17, 2008, approved Resolution No. 2008-30, which gave support for a special needs disaster shelter in collaboration with the Enrichment Center Inc. of Hernando County. The Enrichment Center and City staff negotiated a Construction and Occupancy Agreement to establish the terms and conditions of the collaborative effort to build and maintain the shelter. An initial agreement was presented to the City Council at its June 15, 2009 regular meeting in which the City Council offered a variety of suggestions for modifications to the proposed Construction and Occupancy Agreement between the City and the Enrichment Center of Hernando County, Inc. The Enrichment Center and City staff have continued negotiations and, as a result, the attached Construction and Occupancy Agreement is now being proposed for Council's consideration.

BUDGET IMPACT: The City will be responsible for the long term maintenance and utilities for the facility. The utilities are estimated to be \$20,000 annually; however, the agreement contains a provision for a premises maintenance fund for defraying utilities, maintenance and repairs for the facility.

J. C. Rey **LEGAL REVIEW:** The City has the authority to enter into contracts and to negotiate the terms of its contractual obligations. Legal has worked with staff to provide the proposed agreement.

STAFF RECOMMENDATION: Staff recommends that (1) City Council approve the attached proposed Agreement, (2) authorize the Mayor to sign the agreement, and (3) authorize the establishment of the Premises Maintenance Fund for FY 09 – 10 for the facility.

ATTACHMENT: Proposed Agreement

1 2. **LEASE.** The LESSOR hereby grants the LESSEE a lease (the **LEASE**) for the BUILDING,
2 and a sufficient area of the LAND adjacent thereto (the **LEASED LAND**) to both install the
3 ADDITIONAL SPACE, and meet both parking and storm water management and drainage retention area
4 (collectively, the **DRA**) requirements, for the BROOKSVILLE CENTER, the LEASED LAND being
5 described in the **EXHIBIT** attached hereto and incorporated herein by reference as fully as if set forth
6 by complete text (collectively, with the BUILDING, the **PREMISES**).
7

8 3. **TERM OF THE AGREEMENT.** The LEASE shall run for a period of forty (40) years,
9 with options for two (2) additional twenty (20) year terms, to be exercised, in a writing signed by
10 both PARTIES, not less than six (6) months prior to the beginning of each thereof, the execution of
11 which will not be unreasonably withheld by either PARTY (the **LEASE TERM**).
12

13 4. **ENVIRONMENTAL SITE ASSESSMENT.** The CITY, at its sole expense, shall cause to
14 be undertaken a *Phase I Environmental Site Assessment* of the LAND (the **ASSESSMENT**), which
15 ASSESSMENT shall be undertaken and performed by a qualified and licensed professional geologist
16 and/or professional engineer, the identity of whom shall be subject to approval by the ECI, which
17 approval may not unreasonably be withheld, in accordance with the guidelines of the American
18 Society for Testing and Materials (the **ASTM**) regarding standard practices, as defined by the
19 ASTM, for environmental site assessments and *Phase I Environmental Site Assessment* reports and
20 followup processes.
21

22 a. **Purpose of Assessment.** The purpose of the ASSESSMENT shall be
23 to disclose the presence, likely presence, or suspected presence either of underground
24 storage tanks, or of the improper use, release, or disposal of hazardous substances (as
25 defined either by any Federal, STATE, or local statute, or by any rule or regulation
26 promulgated by any agency of either thereof) or other contaminating materials
27 (collectively, **CONTAMINATION**), on or near the LAND, at any time during the
28 ownership of any portion of the LAND by either the CITY, or any of the CITY'S
29 predecessors in title.
30

31 b. **Positive Findings, and Remediation.** In the event the ASSESSMENT
32 results in positive findings regarding possible or potential CONTAMINATION (i.e., the
33 presence, likely presence, or suspected presence either of underground storage tanks,
34 or of the improper use, release, or disposal of hazardous substances or other
35 contaminating materials on or near the LAND), the CITY, at its expense, shall make
36 such reports to the Florida Department of Environmental Protection (the **FDEP**)
37 and/or the Southwest Florida Water Management District (the **SWFWMD**) as may
38 be required by law, and shall undertake all cleanup and/or remediation of the
39 CONTAMINATION and/or the LAND directed by either the FDEP or the SWFWMD.
40

41 c. **State Funded Remediation.** In such event, the ECI will cooperate
42 with the CITY to seek the acceptance of the LAND into a remediation and/or cleanup
43 program sponsored by the STATE and administered by the FDEP, for the purpose of
44 having a portion or all of the costs of remediation and/or cleanup paid by such a
45 program, but, except as provided in Paragraph 4.f., below, the CITY'S obligations
46 under this AGREEMENT shall not be contingent upon the acceptance of the LAND into
47 any such program.

1 d. **Time for Remediation.** Further, in such event, and at the option of
2 the ECI, the closing of the transaction contemplated by this AGREEMENT shall be
3 continued for a period of ninety (90) days to allow the CITY to undertake the above-
4 required remediation and/or cleanup, after which time, and every ninety (90) days
5 thereafter, the ECI shall have the option of either cancelling and voiding, or renewing
6 and extending, this AGREEMENT if the remediation and/or cleanup has not by then
7 been completed by the CITY, and a closure letter accepting the remediation and/or
8 cleanup has not by then been received by the CITY from the FDEP.

9
10 e. **CITY'S Continuing Liability.** The CITY shall remain liable for, and
11 remediate, all environmental matters relating to the LAND, and regarding either
12 CONTAMINATION, or storm and/or surface water management and/or treatment
13 required by any governmental agency, or otherwise, that existed prior to the date of
14 this AGREEMENT.

15
16 f. **CITY'S Option to Terminate AGREEMENT.** If the CITY is required,
17 either by the FDEP or by the SWFWMD, to undertake remediation and/or clean-up
18 of CONTAMINATION of the PREMISES, but is unable to gain entry into a STATE or
19 Federal CONTAMINATION remediation funding program, or if the CITY is otherwise
20 unable to procure the necessary funds for the remediation within a time that allows
21 the CITY to fulfill its obligations under this AGREEMENT, or if the CITY cannot
22 otherwise perform its obligations under this AGREEMENT due to the requirements of
23 the CONTAMINATION remediation and/or clean-up, then the CITY shall have the
24 option of either cancelling and voiding, or renewing and extending, this AGREEMENT.
25

26 5. **PROJECT.** The LESSEE, as consideration, and advance payment of rentals, for the
27 LEASE TERM, shall execute the PROJECT, and remodel, restore, and retrofit the BUILDING and the
28 PREMISES, and install the ADDITIONAL SPACE (collectively, the **IMPROVEMENTS**), to provide the
29 SHELTER SPACE for the SHELTER, pursuant to the SUBGRANT CONTRACT.

30
31 a. **Project Design and Construction.** The LESSEE shall select, and
32 contract with, such qualified and licensed planning, design, construction, and other
33 professionals as are reasonably necessary and appropriate to meet all standards
34 required by the STATE APPROPRIATION for the completion of the PROJECT.

35
36 b. **Common Space.** Both all public access points into the BUILDING,
37 and all hallways, walkways, stairwells, elevators, and bathroom facilities in the
38 BUILDING, shall be common spaces (collectively, the **COMMON SPACE**).

39
40 c. **Kitchen Space.** Any kitchen space constructed within the BUILDING
41 (the **KITCHEN SPACE**) shall be shared between the parties, as hereinafter provided:

42
43 (i) **KITCHEN SPACE Scheduling Priority.** The LESSEE
44 shall have scheduling priority, including a right of first refusal, for use
45 of the KITCHEN SPACE, except that, after 4:00 p.m. Monday through
46 Friday, and on Weekends, the CITY shall have a right of first refusal
47 for use of the KITCHEN SPACE; and

1 (ii) Consensual Use. Either PARTY, upon reasonable
2 notice to the other PARTY, may use the KITCHEN SPACE, during the
3 time of the other PARTY'S scheduling priority, with the other PARTY'S
4 approval, which approval may not unreasonably be withheld.
5

6 d. Storage Space. The LESSEE and the LESSOR each shall have a secure
7 room, in the BUILDING, of sufficient size within which to store their respective
8 records, equipment, and other items (the STORAGE ROOMS), and retain exclusive
9 control of their respective STORAGE ROOM to assure the safety and integrity thereof,
10 and the STORAGE ROOMS shall not be part of the SHELTER SPACE, and will not be
11 accessible either by the COUNTY'S Emergency Management Department, or by its
12 designee Emergency Management Agency (collectively, the EMA.)
13

14 e. Pro Shop Space. The space allocated to the PRO SHOP (the PRO
15 SHOP SPACE) shall be not less than 865 square feet located in the west one-half (the
16 W½) of the second floor of the BUILDING, as depicted on the EXHIBIT hereto.
17

18 f. Museum Space. The space allocated to the MINING MUSEUM (the
19 MUSEUM SPACE) shall be not less than 330 square feet located in the west one-half
20 (the W½) of the second floor of the BUILDING, as depicted on the EXHIBIT hereto,
21 and shall include the COMMON SPACE.
22

23 g. Other Space. All other space in the BUILDING shall be available for
24 HOUSED ACTIVITIES of both the ECI and the CITY, as otherwise provided herein.
25

26 h. Approval of Future Improvements. After completion of the
27 PROJECT, all structural improvements to, or expansions of, the BUILDING, that are
28 proposed by the LESSEE (the FUTURE IMPROVEMENTS), are subject to prior written
29 approval by the CITY'S Manager (the CITY MANAGER), or his or her designee, which
30 approval may not unreasonably be withheld.
31

32 (i) Cost of FUTURE IMPROVEMENTS. The LESSEE shall
33 bear all costs and expenses incurred to construct the FUTURE
34 IMPROVEMENTS to the BUILDING that are requested by the LESSEE,
35 and, should any damage to PREMISES or BUILDING occur as a result
36 of the construction of the FUTURE IMPROVEMENTS, the LESSEE shall
37 be responsible for the cost of repair thereof.
38

39 (ii) Changes by CITY. The CITY will make no changes in
40 the interior configuration of the BUILDING that will have the effect of
41 adversely impacting the conduct of ECI EVENTS and/or operations,
42 without the written consent of the LESSEE, which consent may not
43 unreasonably be withheld.
44

45 (iii) FUTURE IMPROVEMENTS Remain. All non-severable
46 FUTURE IMPROVEMENTS shall become part of and remain with the
47 BUILDING upon termination of this AGREEMENT.

1 i. **Termination of COLLABORATIVE AGREEMENT.** Upon the
2 completion of the PROJECT, and the occupation of the BUILDING by the LESSEE, the
3 operations of the BROOKSVILLE CENTER shall be removed from the JBCC and
4 relocated to both the BUILDING and the ADDITIONAL SPACE, after which the
5 COLLABORATIVE AGREEMENT shall be deemed to have been terminated, and the ECI
6 will no longer be obligated to provide the periodic operational expense payment to
7 the CITY, for its use of the JBCC, that currently is required. thereby

8
9 (i) **Use of JBCC.** EVENTS of the BROOKSVILLE CENTER
10 that either require a large open-floor space, or otherwise can more
11 effectively and efficiently be conducted therein, may be held in the
12 JBCC pursuant to the CITY'S standard terms and conditions for the
13 use and/or rental of the JBCC.

14
15 (ii) **Waiver of Fees.** If an EVENT sponsored and/or
16 sanctioned by the ECI, and held at the JBCC, both is open to the
17 public without charge, and serves CITY residents, the CITY will waive
18 its customary JBCC rental fees.

19
20 6. **EVENTS AND ACTIVITIES.** Except when a state of emergency is declared, pursuant
21 to legal authority, by either the STATE, or the COUNTY, or the CITY, requiring the use of the SHELTER
22 SPACE, the LESSEE shall operate its BROOKSVILLE CENTER, and the LESSOR shall operate its
23 RECREATION PROGRAMS, in the BUILDING.

24
25 a. **Calendaring/Scheduling.** Both the LESSEE and the LESSOR shall
26 coordinate and publish a calendar of the EVENTS that each plans to operate, provide,
27 or present in the BUILDING each month, identifying dates, times, and locations that
28 each may reserve time and space in the BUILDING.

29
30 (i) **EVENT Space Scheduling Priority.** The LESSEE has
31 scheduling priority, including a right of first refusal, for use of space
32 available in the BUILDING for EVENTS, except that after 4:00 p.m.
33 Monday through Friday, and on weekends, the City shall have a right
34 of first refusal for use of two classrooms in the BUILDING (the
35 respective **FIRST REFUSAL SPACES**).

36
37 (ii) **Excluded Spaces.** Both the PRO SHOP SPACE and the
38 MUSEUM SPACE are excluded from the spaces in the BUILDING
39 subject to the LESSEE'S right of first refusal.

40
41 (iii) **Scheduling Conflicts in CITY'S Space.** If a scheduling
42 conflict arises, regarding the CITY'S FIRST REFUSAL SPACE and must
43 be resolved within 72 hours, the CITY MANAGER, shall have sole and
44 absolute discretion, and final authority, to determine the scheduling
45 and priority of any EVENT held therein, or any other use thereof, with
46 due consideration being given to the EVENTS of the LESSEE
47 previously scheduled and planned to be held therein.

1 (iv) Scheduling Conflicts in ECI's Space. If a scheduling
2 conflict arises, regarding either the ECI's FIRST REFUSAL SPACE or
3 the ADDITIONAL SPACE, and must be resolved within 72 hours, the
4 LESSEE'S Executive Director (the **ECI DIRECTOR**) shall have sole
5 and absolute discretion, and final authority, to determine the
6 scheduling and priority of any EVENT held therein, or any other use
7 thereof, with due consideration being given to the EVENTS of the
8 CITY previously scheduled and planned to be held therein.

9
10 b. EVENT Standards. Any EVENT held by either the LESSEE or the
11 LESSOR in the space of the other will be conducted in accordance both with
12 appropriate health and safety standards, and with all ordinances, statutes, rules,
13 regulations, and other applicable law.

14
15 c. EVENT Setup. The LESSEE and the LESSOR shall each be responsible
16 for preparation and setup of the space for an EVENT to be sponsored by that PARTY,
17 and, further, shall be responsible for maintaining and leaving the space of the other
18 in good and clean condition, and shall assure that the space of the other is left in a
19 condition similar to that in which it was found, but, in no event, less than "broom
20 clean" after any EVENT in the space of the other.

21
22 7. OPERATIONAL AND MAINTENANCE MATTERS. The PREMISES shall be operated and
23 maintained by the Parties, as hereinafter provided:

24
25 a. Utilities. The LESSOR, at its initial expense, shall provide all utility
26 services, including, but not limited to, telephone, water, sewer, gas (if available),
27 electricity, garbage and refuse collection, cable and/or satellite television, and Digital
28 Subscriber Line (DSL) and/or other high speed internet access, which hereby are
29 deemed to be reasonably necessary and/or appropriate for the operation either of the
30 PREMISES or of the EVENTS.

31
32 b. Repair and Maintenance. The LESSOR will be responsible for all
33 exterior and interior maintenance of, and/or repair or replacement for, the PREMISES,
34 including, but not limited to: (i) the structure and structural systems; (ii) mechanical
35 equipment and systems; and (iii) interior and exterior operational cleaning and
36 janitorial requirements and services, both for (A) esthetic and decorative features
37 and/or systems, and for (B) grounds, DRAS, and parking areas; (iv) provided,
38 however, that the LESSEE and the CITY shall be responsible for all damages either to
39 the PREMISES, the BUILDING, the ADDITIONAL SPACE, or the contents of either the
40 BUILDING or the ADDITIONAL SPACE, resulting from the use of the PREMISES by their
41 respective guests, licensees, and/or invitees.

42
43 c. Premises Maintenance Fund. A Premises Maintenance Fund (the
44 PMF) shall be established jointly by the ECI and the CITY, as of the date of issuance
45 of the certificate of occupancy for the PREMISES (the C/O), for the specific purpose
46 of defraying the costs of utility service to, and maintenance of, the PREMISES (the
47 OPERATING COST), disbursements and/or transfers from which shall require the

1 approval of both the CITY MANAGER and the ECI DIRECTOR, or their respective
2 designees.

3
4 (i) Charges to Third-Parties for Use of Space. In the
5 event either the ECI or the City reserves, for the use of a third-party,
6 any portion of the PREMISES, for an EVENT sponsored and/or
7 sanctioned by the said third-party, or otherwise, and charges any fee
8 or rental or cost reimbursement for the use thereof, the amount so
9 charged shall be paid into the PMF, by the ECI or the CITY, as
10 appropriate, upon the receipt of the payment thereof.

11
12 (ii) Reimbursement of City by PMF. Beginning as of the
13 second (2nd) month after the C/O is issued, and for each subsequent
14 month thereafter, the PMF, to the extent it contains sufficient funds,
15 shall reimburse, to the CITY, the prior month's OPERATING COST, and
16 the ECI shall advance to the PMF, against future payments thereto,
17 fifty percent (50%) of any insufficiency therein.

18
19 8. DECLARATION OF EMERGENCY. If either the STATE, the COUNTY, or the CITY
20 declares a state of emergency, pursuant to the legal authority to so declare, the ECI and the CITY
21 shall vacate the PREMISES, and relinquish the operation and control of the SHELTER SPACE to the
22 EMA, or its designee, upon the agreement of the EMA to (a) be responsible for operation of the
23 SHELTER during the continuance of the emergency; (b) pay all costs and expenses associated
24 therewith; and (c) be responsible for repair of any damage either to the PREMISES, or to any of the
25 contents of either the BUILDING or the ADDITIONAL SPACE, that occurs during the continuance of the
26 emergency, and/or before returning control thereof to the ECI and the CITY.

27
28 9. INSURANCE. As a condition of this AGREEMENT for use of the PREMISES as set forth
29 herein, the LESSEE shall maintain insurance at all times in the amounts set forth below, with the
30 LESSOR being both an Additional Named Insured thereunder, and a Certificate Holder thereof.

31
32 a. Business Risk Casualty and Liability Coverages. Not less than
33 \$1,000,000 Fire and Casualty coverage; not less than \$1,000,000/\$3,000,000 for
34 Bodily Injury, and \$500,000 for Property Damage, liability coverages; and Worker's
35 Compensation Statutory Limits, plus \$100,000 Employer Liability coverage.

36
37 b. Vehicular Coverages. If the LESSEE begins to hold EVENTS which
38 involve the use of vehicles, other than publicly operated transportation, including
39 either participant and/or EVENT sponsor owned and/or operated vehicles, for
40 transport, by and/or for the EVENT, all drivers shall be properly licensed and insured
41 accordingly to law, and the LESSEE shall maintain vehicle liability insurance coverage
42 limits of not less than \$1,000,000/\$3,000,000 for Bodily Injury, \$25,000 for Property
43 Damage, and \$100,000 for Medical Payments; and,

44
45 c. Additional Coverages. The LESSOR, in the LESSOR'S reasonable
46 discretion, reserves the right to require additional lines of coverage in the event
47 services offered by the LESSEE change or require such additional coverage.

1 10. **SUBGRANT CONTRACT.** This AGREEMENT is subject to the terms and conditions of
2 the SUBGRANT CONTRACT between LESSEE and the DIVISION.

3
4 11. **GOOD FAITH.** Both the LESSEE and the LESSOR mutually agree both to take all
5 action, or to forebear from taking any actions, and both to sign all documents, and to do all things,
6 the doing or forbearance of which may be necessary, appropriate, or desirable to completely and
7 effectively both carry out the terms and conditions, and implement the intent and purposes, of this
8 AGREEMENT.

9
10 12. **DISPUTE RESOLUTION.** All personnel, both of the LESSEE and of the LESSOR shall
11 cooperate, each with the other, to assure the highest level of service and efficiency, both for the
12 clients of the ECI and the residents of the CITY, and for the participants in the EVENTS sponsored
13 and/or sanctioned by either of them.

14
15 a. **Scheduling Disputes.** If there is an operational or procedural dispute
16 between the personnel of the LESSEE and the personnel of the LESSOR, regarding
17 either the use of, or the interpretation of the terms of this AGREEMENT relating to, the
18 respective FIRST REFUSAL SPACES of the PARTIES, the dispute shall be resolved by
19 the CITY MANAGER, and/or the ECI DIRECTOR, or their respective designees, in their
20 respective sole and absolute discretion for their respective FIRST REFUSAL SPACES,
21 subject to judicial intervention upon the petition of either PARTY.

22
23 b. **Final Authority to Resolve.** Except as otherwise provided in this
24 AGREEMENT, and subject to judicial intervention upon the petition of either PARTY,
25 the CITY MANAGER shall have final authority to resolve any such matter related to
26 the BUILDING, and the ECI DIRECTOR shall have the final authority to resolve any
27 such matter related to the ADDITIONAL SPACE.

28
29 13. **DEFAULT AND NOTICES TO CURE.** In the event of a default and/or breach of any
30 provision hereof by either PARTY, the non-defaulting PARTY shall give the defaulting PARTY written
31 notice thereof, and the defaulting PARTY shall have sixty (60) calendar days, from receipt of the
32 notice, to cure the default.

33
34 a. **Remedies.** If the default is not cured, or the curative process, for a
35 default that reasonably requires a longer period for cure, has not been commenced,
36 within the sixty calendar day (60) notice period, the defaulted PARTY shall have the
37 right to seek whatever remedies, against the defaulting PARTY, may be available
38 pursuant to any provision of law, including, but not limited to, specific performance
39 and/or an extraordinary writ.

40
41 b. **Material Default and Additional Notice to Cure.** In the event of
42 a material default of this AGREEMENT, by either PARTY (a MATERIAL DEFAULT), the
43 defaulted PARTY, after giving the notice hereinabove requested, and if the MATERIAL
44 DEFAULT is not cured, or the curative process begun for a MATERIAL DEFAULT that
45 reasonably requires a longer period for cure, within the initial sixty (60) calendar day
46 notice period, may terminate this AGREEMENT by giving the defaulting PARTY an
47 additional one-hundred twenty (120) calendar day notice to cure the MATERIAL

1 DEFAULT, after which the defaulted PARTY may terminate this AGREEMENT if the
2 MATERIAL DEFAULT either is not cured, or the curative process, for a MATERIAL
3 DEFAULT that reasonably requires a longer period for cure, has not been commenced.
4

5 c. **MATERIAL DEFAULT Defined.** A MATERIAL DEFAULT is any breach
6 of the obligations of a PARTY under this AGREEMENT, such that the principal objects
7 and purposes hereof are rendered impossible of performance.
8

9 14. **TERMINATION.** Either PARTY may terminate this AGREEMENT, for cause, upon six
10 (6) months prior written notice to the other PARTY.
11

12 a. **Cause Defined.** Cause shall be defined as: (i) an intentional act of
13 fraud, embezzlement, theft, or other material violation of law, by a PARTY against the
14 other PARTY, that occurs during the LEASE; (ii) intentional substantial and irreparable
15 damage by a PARTY to the PREMISES; (iii); a MATERIAL DEFAULT of this
16 AGREEMENT, subject, however, to the hereinabove provided both initial and addition-
17 al Notices to Cure; or (iv) willful conduct by a PARTY that either (A) is demonstrably
18 and materially injurious to the other PARTY, monetarily or otherwise, or (B) causes,
19 or otherwise results in, the loss or cancellation of a substantial grant for the PROJECT.
20

21 b. **Intentional Act Defined.** For purposes hereof, an act, or a failure to
22 act, shall not be deemed willful or intentional, unless done, or omitted to be done, by
23 either PARTY, both in bad faith, and without a reasonable belief that the action or
24 omission would not result in substantial and material injury to the other PARTY.
25

26 c. **Time to Vacate PREMISES.** In all cases, the LESSEE shall have not
27 less than six (6) months to vacate the PREMISES.
28

29 15. **DAMAGES.** In the event this AGREEMENT is terminated by either PARTY for cause,
30 the defaulted PARTY shall be entitled to the following:
31

32 a. **Lessee Defaults.** If the LESSEE is the defaulting PARTY, the LESSOR
33 shall be entitled to retain, without cost or charge, all non-severable IMPROVEMENTS
34 to the BUILDING, regardless of the period remaining on the LEASE TERM, or any
35 extensions thereof (a RENEWAL TERM).
36

37 b. **Lessor Defaults.** If the LESSOR is the defaulting PARTY, the LESSEE
38 shall be entitled to recover from the LESSOR the amount of the LESSEE'S capital
39 investment(s) in the non-severable IMPROVEMENTS to the PREMISES, adjusted by the
40 change in the Consumer Price Index for all urban consumers (the CPI) from the
41 date(s) thereof through the date of termination, but, nevertheless, reduced by the
42 percentage thereof resulting from dividing the months of the LESSEE'S occupancy of
43 the PREMISES following the date(s) of such investment(s) by the total number of
44 months remaining in the LEASE TERM, or any RENEWAL TERM, at the said date(s).
45

46 16. **ENTIRE AGREEMENT.** Unless otherwise specified herein, this AGREEMENT
47 constitutes the sole and only agreement of the PARTIES hereto, and supersedes any prior written or

1 oral understandings or agreements between the PARTIES regarding the subject matter hereof,
2 including, but not limited to, the COLLABORATIVE AGREEMENT.

3
4 17. **DISCLAIMER.** Other than the covenants, promises, representations, and warranties
5 provided in this AGREEMENT, neither PARTY has made any covenants, promises, representations, or
6 warranties, of any nature whatsoever, to the other PARTY.

7
8 18. **PARTIES BOUND.** It is expressly acknowledged and agreed, by the PARTIES, that the
9 terms and provisions of this AGREEMENT shall be binding upon, and shall inure to the benefit of,
10 both the PARTIES hereto, and their respective successors and assigns.

11
12 19. **NOTICE.** Any notice, demand, or other writing either required or permitted under this
13 AGREEMENT shall be deemed to have been fully given or made or sent, to the PARTY to be noticed,
14 at the time it is either: (a) prepared in writing and deposited in the United States Mail, postage pre-
15 paid, and properly addressed to the PARTY to be notified at the address hereinbelow noted; or (b)
16 actually delivered by a nationally recognized courier service, with receipt thereof by the addressee
17 being acknowledged by an authorized signature; provided, however (c) any notice or disclosure
18 required and/or permitted under this AGREEMENT, and any change of the address and/or identity of
19 a person to be notified, or to be copied with a notice, shall be made in accordance with the above
20 notice provision, and sent to:

21	If to ENRICHMENT CENTERS/LESSEE:	If to CITY/LESSOR:
22		
23		
24	Executive Director	City Manager
25	The Enrichment Centers Inc. of	City of Brooksville
26	Hernando County	201 Howell Avenue
27	11375 Cortez Blvd.	Brooksville, Florida 34601
28	Spring Hill, Florida 34613	

29
30 With a Copy To:

31
32 Joseph M. Mason, Jr., Esquire
33 McGee & Mason, P.A.
34 101 South Main Street
35 Brooksville, Florida 34601

With a Copy To:

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

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

41
42 21. **SEVERABILITY.** Whenever possible, each provision and term of this AGREEMENT
43 shall be interpreted in a manner, consistent with logic and reason, to be effective and valid, but if any
44 provision or term hereof is held to be prohibited or invalid, then such provision or term shall be
45 ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting, in
46 any manner whatsoever, either the remainder of such provision or term, or the remaining provisions
47 or terms hereof.

1 22. **MODIFICATION.** No amendment, modification, or alteration of the terms of this
2 AGREEMENT shall be binding unless the same is in writing, dated subsequent to the date hereof, and
3 duly executed by the PARTIES hereto.
4

5 23. **ASSIGNMENT AND SUB-LETTING.** This AGREEMENT may not be assigned,
6 transferred, or pledged by either PARTY without the other PARTY'S prior written consent, which
7 consent may not unreasonably be withheld, and LESSEE may not sub-lease any of its interest in or
8 use of the PREMISES authorized under this AGREEMENT, without prior written consent of the LESSOR,
9 which consent may not unreasonably be withheld; provided, however, that nothing herein shall be
10 deemed to prohibit the renting and/or letting, by either PARTY, of any portion of their respective
11 FIRST REFUSAL SPACES, for an EVENT.
12

13 24. **LAW OF AGREEMENT.** All questions, issues, or disputes arising from this
14 AGREEMENT, shall be governed by the laws of the STATE.
15

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

25 26. **ATTORNEY'S FEES.** In the event any dispute arises between or among any of the
26 parties hereto, the prevailing PARTY in such dispute shall be entitled to recover its attorneys' fees,
27 expenses, and costs, regardless of whether either judicial, quasi-judicial, or administrative litigation
28 or other proceedings or are filed, including, but not limited to, fees, expenses, and costs for trials,
29 administrative hearings, quasi-judicial hearings, and appeals from any of the same.
30

31 **IN WITNESS WHEREOF,** the PARTIES hereto, THE ENRICHMENT CENTERS, INC.
32 OF HERNANDO COUNTY, and the CITY OF BROOKSVILLE, FLORIDA, respectively, have
33 executed and attested this AGREEMENT, and caused their seals to be affixed hereto, effective as of
34 the day and year first above written, for the purposes herein expressed, and with the intent that both
35 they and their respective successors and assigns shall be hereby bound.
36
37

38
39 ATTEST:

40
41 (Seal)

42
43
44 By: _____
45 DEBORAH L. WALKER-DRUZBICK,
46 As its Executive Director
47 Date signed: _____

THE ENRICHMENT CENTERS INC. OF
HERNANDO COUNTY, a Florida
corporation not-for-profit

By: _____
NICHOLAS J. MORANA,
As its President
Date signed: _____

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ATTEST:

(Seal)

By: _____
JANICE PETERS, As its City Clerk
Date signed: _____

Approved as to legal form.

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

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

By: _____
JOE BERNARDINI, As its Mayor
Date signed: _____

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – November 2, 2009

1. **TYPE:** Letter
 DATE: October 2, 2009
 RECEIVED FROM: Florida League of Cities
 ADDRESSED TO: Mayor
 SUBJECT: Notification of board decision to reduce the city's membership dues by 10%
 for 2010.

2. **TYPE:** Letter
 DATE: October 9, 2009
 RECEIVED FROM: The Hogan Law Firm
 ADDRESSED TO: Gail T. Simpson, Manager, Progress Energy
 SUBJECT: Public Service Tax Audit

3. **TYPE:** Letter
 DATE: October 10, 2009
 RECEIVED FROM: Senator Bill Nelson
 ADDRESSED TO: Mayor Bernardini
 SUBJECT: Good Neighbor Trailhead Project

4. **TYPE:** Memo
 DATE: October 23, 2009
 RECEIVED FROM: Richard Radack, Interim Public Works Director
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Sand and Sand Bags

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



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com

October 2, 2009

Dear Mayor:

FLC President John Marks (Mayor, City of Tallahassee) asked me to inform you that the Florida League of Cities' Board of Directors voted unanimously to decrease your city's membership dues by 10% for 2010.

The League's leadership and staff understand the economic pressures Florida's cities face this year. Current economic conditions dictate you remain as frugal as possible with your revenues and expenditures, yet citizens continue to demand increased services. At the same time, the state legislature continues to mandate new programs on cities without funding them. We are proud our cities have met these challenges and we hope you feel the League is doing its part to help you and your city during this difficult time.

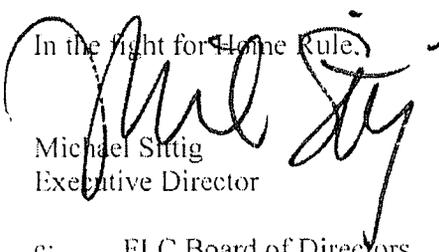
Our mission is to help you improve the quality of life for your citizens. At the same time, we are committed to be a responsible and honorable steward of the League's resources, both human and financial.

Dues invoices were mailed this week. Fiscal Year 2010 dues were computed by multiplying your city's estimated population by a factor of .097315659. Minimum annual dues were decreased to \$370. Maximum dues were decreased to \$38,442. So, if your city's population remained the same, your dues will decrease.

Along with the dues decrease, the League has also decreased the registration fee for the Legislative Conference by 50% and the 2010 annual conference registration fee will be 25% lower than in 2007. If your city is a customer of the Florida Municipal Insurance Trust, you should also enjoy lower premium rates this year if you maintained a good loss control record and didn't insure additional properties. We'll continue to review the many programs and services the League offers to Florida cities with the aim toward making these available at reduced rates. We'll also continue to commit ourselves to helping your city flourish even in difficult times.

Our job is to assure the state legislature, the congress, and Florida's citizens in general remain mindful that cities are essential to the quality of life of their citizens. We are committed to this role and to you, our membership. And, we encourage your suggestions to make the League membership experience the best it can be.

In the fight for Home Rule.


Michael Sittig
Executive Director

c: FLC Board of Directors
City Managers/City Clerks

President **John Marks**, Mayor, Tallahassee

First Vice President **Joy Cooper**, Mayor, Hallandale Beach • Second Vice President **Patricia J. Bates**, Mayor, Altamonte Springs
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

CTN
11-02-09


THE HOGAN LAW FIRM®

We mean businessSM

October 9, 2009

Gail T. Simpson
Manager, Public Policy
Progress Energy Florida, Inc. (PEF)
P.O. Box 33199
Mail Code PEF-163
St. Petersburg, FL 33733

Via Certified Mail, Return Receipt Requested

RE: Public Service Tax Audit

Dear Ms. Simpson:

As you are aware, the City notified Progress Energy of its intent to proceed with a public service tax audit in December 2008 due to irregularities discovered in the application of the tax to properties within the City and to some properties that were outside the City limits.

Progress Energy was initially advised of the adoption of the enacting ordinance authorizing the public service tax (Sec. 78-261 of the Code of Ordinances) and provided municipal boundaries at the time the ordinance was adopted. Since October 2004, Progress Energy has been notified of annexations that would have affected the City boundaries. Enclosed are copies of the notices and accompanying ordinances provided to Progress Energy, among others.

The City provided notice and instituted audit proceedings effective November 2007 to cover the period from November 2004 to November 2007. As of November 2007, the City worked with Progress Energy staff to audit its addressing records and determined that there were a number of parcels in the City limits where the public service tax was not being properly assessed and that there were other parcels being assessed the tax though not in the City limits. Subsequently, a formal notice of audit was provided to Progress Energy as of December 12, 2008. The notice also contained an estimate of the amount of tax due. Furthermore, the correspondence of December 12, 2008, also served as official notice of the City's intent to audit for the three year period prior to December 2008 to determine whether or not the updated assessment and collection information was implemented correctly.

In an effort to formally audit the assessment and collection of the public service tax by Progress Energy to validate the tax amount due, please provide monthly billing records for the period of November 2004 to November 2007 for each of the parcels previously identified as

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JW



United States Senate
WASHINGTON DC 20510-0905

BILL NELSON
FLORIDA

October 10, 2009

The Honorable Joe Bernardini
Mayor
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Dear City of Brooksville:

I want to extend my heartfelt congratulations to you on the Grand Opening Celebration of the Good Neighborhood Trailhead Project. I want to commend you for your dedication and work in protecting our environment. Like you, I believe we must do all we can to safeguard Florida's unique environment and maintain its natural beauty.

This accomplishment represents a well-deserved recognition of your hard work, dedication, and perseverance, as well as an important milestone for the City of Brooksville. I celebrate this achievement along with you, and wish you ever-brighter success in your vitally important work.

Sincerely,

Bill Nelson

*CTN
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JMN*

CITY OF BROOKSVILLE
MEMORANDUM

To: T. Jenenne Norman-Vacha, City Manager

From: Richard W. Radacky, Interim Public Works Director
Department of Public Works

Re: Sand and Sand Bags

Date: October 23, 2009

At the regular City Council Meeting of October 19, 2009, during Citizen Comments, Mr. Kojak Burnett asked about the availability of sand and sand bags for flood deterrence. When I began work for the City, sand and bags were made available to the public in the field by the DPW Compound.

The sand and bags were removed to allow for parking during the grand opening of the Good Neighbor Trail. As the tropics are quiet and free of hurricanes, staff has not felt a need to again make sand and bags available. Also the end of the official hurricane season is the last day of November approximately 40 days away.

There is a good chance that a hurricane may not approach Brooksville, even if one forms. If I am wrong, sand and bags can be made available in short notice (hours instead of days).

If sand and bags are needed by the community, it is recommended that they be conveniently placed within our compound fence to protect them from misuses. If you advise otherwise, staff will take your guidance.

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