

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

AGENDA

December 21, 2009

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. COUNCIL MEMBER RECOGNITION

1. Mayoral Plaque to Joe Bernardini for 2009.

Presentation: City Council

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Beautification Board - Holiday Decoration Contest

Recognition of annual decoration contest winners for best City of Brooksville Residential and Commercial Displays for the 2009 Holiday Season.

[Note: Winners to be announced at meeting.]

Presentation: Council Member Bernardini and Board Chair

Attachments: None [Names, Plaques & prizes to be distributed at meeting.]

2. Purchase of Christmas Wreaths

Recognition to Flagstone Pavers, Inc. as a Platinum Sponsor.

Presentation: Council Member Bernardini and Beautification Board Chair

Attachments: Certificate of Recognition

3. Donation of Art to the City

Acceptance of paintings from Dr. John Gracy depicting various Brooksville and Hernando County scenes.

Presentation: John Tucker on behalf of Dr. Gracy

Attachments: Dr. Gracy bio and copy of paintings

REGULAR COUNCIL MEETING AGENDA – DECEMBER 21, 2009

4. Nature Coast High School Culinary Arts - Christmas Cookie Bake-off Winners

Presentation of Certificates of Recognition for 1st, 2nd and 3rd place winners.

Presentation: Rhonda Hancock, Art Gallery Curator
Attachments: None [Names, Certificates & prizes to be distributed at meeting.]

E. CITIZEN INPUT

F. CONSENT AGENDA

1. Jasmine Drive Tracts A & B Easements – Contract for Sale

Consideration of contract for sale and authorization for the Mayor to sign closing documents, as well as approval of 08/09 Budget amendment.

2. Online Fluoride Analyzer Bid Award

Consideration of bid award to Hach Company for the not-to-exceed amount of \$15,910.17.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Memo from City Attorney dated 12/13/09, Deeds, Affidavits, Disclosure Consent & Waiver, Compliance & Tax Proration Agreement and Settlement Statement; 2) Memo from Interim Director of Public Works dated 12/11/09, Bid Opening Minutes

G. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record (First Reading-No Publication Required)

** 1. Ordinance No. 759-A - Majestic Oaks Development

Consideration of request to allow a 2-year extension to the dates required for submission of construction plans and final plats for Phase I & II of the Majestic Oaks Development.

Presentation: City Planner
Recommendation: Approval of Ordinance 759-A upon first reading upon roll call vote and schedule second reading for January 4, 2010
Attachments: Memo from City Planner dated 12/21/09; Letter from Majestic Oaks Partners dated 11/06/09; Proposed Ordinance; Map

H. REGULAR AGENDA

1. **Ordinance No. 782 – Adequate Public Facilities Code Amendment**

Consideration of request to amend Chapter 101 of the Code of Ordinances relating to concurrency requirements for public school facilities and modifies the standards and methodology to assess transportation impacts of new development on roadway level of service.

Presentation: City Planner
Recommendation: Approval of Ordinance 782 upon first reading upon roll call vote and schedule second reading for 01/04/10
Attachments: Memo from City Planner dated 12/21/09; Proposed Ordinance

2. **Good Neighbor Trail Right-of-Way**

Request for council to accept deed of right-of-way for Good Neighbor Trail provisions from Majestic Oaks Partners, LLC.

Presentation: City Attorney & Director of Community Development
Recommendation: Approval/acceptance of transfer of deed
Attachment: Documentation shall follow as soon as possible prior to Council Meeting, verbal update and/or further information will be provided by staff at City Council Meeting

3. **Impact Fee Ordinance – Issues & Timeline**

Review of current interlocal agreements relating to impact fees and discussion of issues and timelines necessary to move forward.

Presentation: City Attorney & Director of Community Development
Recommendation: Direction to Staff
Attachment: Memo from City Attorney and Director of Community Development dated 12/11/09

4. **Intergovernmental, Board Assignments and Organizations - City Council Member Appointments**

City Boards/Committees

Beautification Board
Brooksville Cemetery Advisory Board
CDBG Citizens Task Force (Inactive)
Good Neighbor Trail Advisory Committee
Parks and Recreation Advisory Board

Representative

Joe Bernardini
Richard E. Lewis
Joe Johnston
Lara Bradburn
Joe Bernardini

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External Boards/Committees

Anti Drug Coalition

Brooksville Again

Committee against Assault on LEO

Community Alliance

Florida League of Cities Legislative Action Committees:

Intergovernmental Committee

Energy & Environmental Committee

Finance & Taxation Committee

Growth Management & Transportation

Urban Administration Committee

Metropolitan Planning Organization

Suncoast League of Municipalities

Take Stock in Children

Tourist Development Council

Withlacoochee Regional Planning Council

Withlacoochee Regional Water Supply Authority

Youth and Family Alternatives

Representative

Richard E. Lewis

Lara Bradburn

Joe Johnston

Check for inactivity

Joe Johnston

Joe Bernardini

David Pugh

Lara Bradburn

No Representative

Lara Bradburn

David Pugh

Richard E. Lewis

Richard E. Lewis

Joe Johnston

Joe Bernardini

No Representative

Presentation: City Clerk/Discussion by Council
Recommendation: Appointment of Representatives
Attachment: Memo from City Clerk dated 12/08/09; list of Boards/Current Members, meeting times and dates

5. Advisory Board Appointments

Appointment of Beautification Board Student Representative and advisory board members whose terms expire December 31, 2009.

- a) Beautification Board – Student Representative
Consideration of appointment of student representative.

Chelsea Anne Crawford

Levi Joseph Hancock

Tiffany Rose Lufcy

- b) Cemetery Advisory Committee
Three (3) positions to fill 4-year terms of office through December 31, 2013. Board members must be city residents or have a documented connection to the Cemetery.

Charles P. Brewer

Clarke “Doug” Davis

Joseph Merritt

Jamielove Miller

Current Member Reapplying

Current Member Reapplying

New Applicant

New Applicant (Volunteers at Cemetery and owns lots therein.)

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c) Parks and Recreation Advisory Board

Two (2) positions to 4-year terms of office through December 31, 2013.

Mark S. Blanton

Current Member Reapplying

William “Ernie” Chatman, Jr.

Current Member Reapplying

d) Planning & Zoning Commission

One (1) Alternate position to fill an expiring 4-year term of office through December 31, 2013

One (1) Alternate position to fill an unexpired 4-year term of office through December 31, 2011

One (1) Full board position to fill a 4-year term of office through December 31, 2013.

Shannon R. (Pettry) Dempsey

Current Alternate Reapplying

Ronald H. Lawson

New Applicant

Anthony D. Pedonesi

New Applicant

Presentation:

City Clerk

Recommendation:

Appointment of Board Members

Attachments:

Memo from City Clerk dated 12/08/09; Applications

6. City Manager Evaluation

Discussion and review of City Manager Performance Evaluation.

Presentation:

Council

I. ITEMS BY COUNCIL

J. CITIZEN INPUT

K. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk’s office, and on line at www.cityofbrooksville.us. 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.



CERTIFICATE OF RECOGNITION

City Council and the Beautification Board for the City of Brooksville, Florida
recognize and honor the named recipient as a
PLANTING SPONSOR of the Holiday Decoration Campaign
supporting this worthwhile community effort by enhancing even further the beauty and charm of our city.



FLAGSTONE PAVERS INC.



Presented this 21st day of December, 2009.

Lara Brubaker
Mayor

Jally Spurling
Beautification Board
Chairman

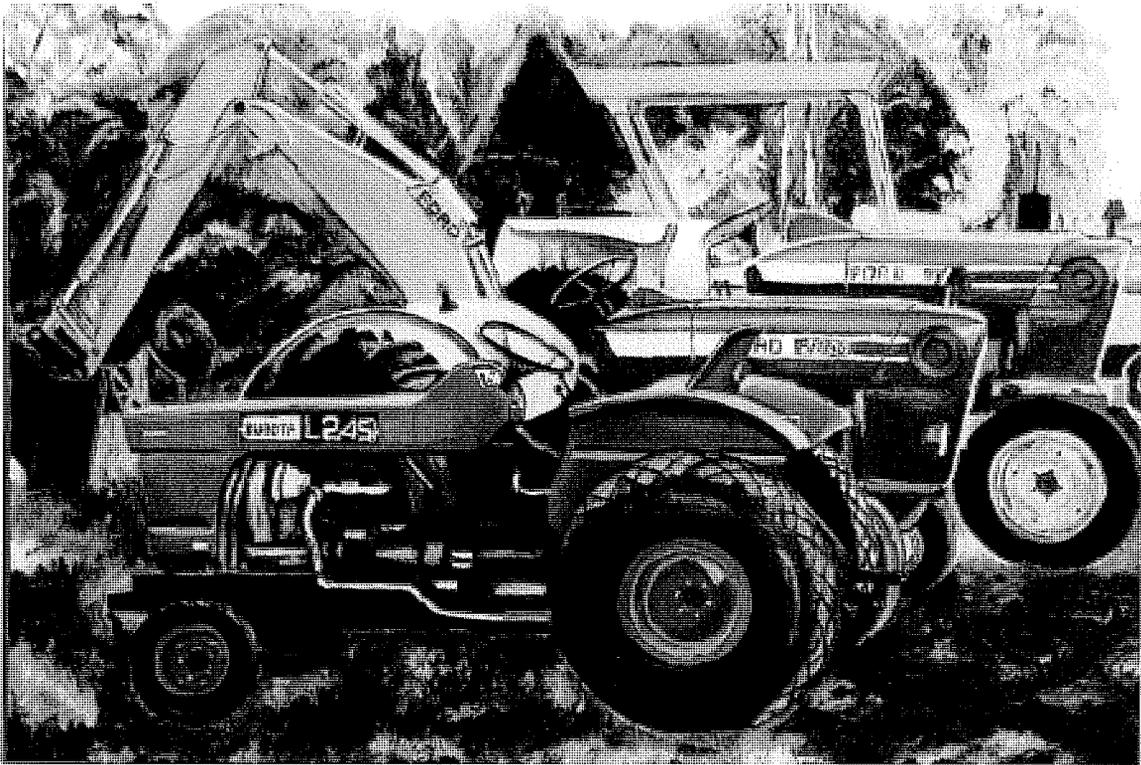
AGENDA ITEM NO. 0-3
12/21/09

**An Offer of Ten Original
Oil Paintings of Brooksville and Hernando County**

In November 1979 Dr. John Gracy's oil paintings were exhibited at the Boxwood Gallery in Brooksville. The paintings portrayed some aspects of Brooksville that made the area unique. Those paintings have been hanging on the walls of Dr. Gracy's home since the exhibition. The pictures capture the Brooksville of thirty year ago. Dr. Gracy thought that the people of Brooksville would appreciate and enjoy them since they speak of Brooksville's history. For that reason he has offered to donate any one or all of them to the city of Brooksvlle, or to Hernando County, or to the Chamber of Commerce.

Dr. Gracy lived with his wife, Connie, in Spring Lake until 1997. Dr. Gracy was a teacher at Hernando High from 1974 to 1976 when he was elected to the Hernando County School Board. During his term in that office he executed the ten paintings he is offering.

Dr. Gracy has continued his art work since his retirement. Recently he completed seven mosaics that now adorn Our Lady of Fatima Church in Inverness. Many other of his works are located throughout the United States and Europe.



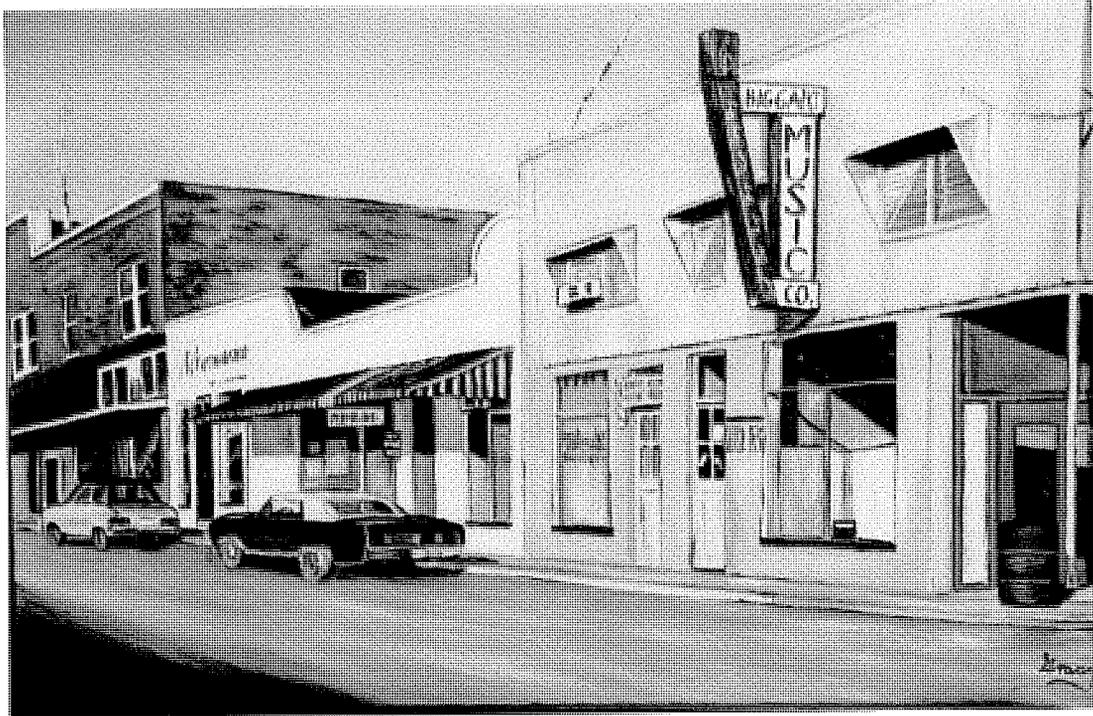
Tractors on Display at Troy's Tractors, Rt.41
Oil 30"x 40"



Coney Island Hot Dog Specialists
Oil 20"x 40"



Bell's Orange Processing Plant, Summit Street
Oil 30'x 40'



Howell Avenue Looking North
Oil 30"x40"



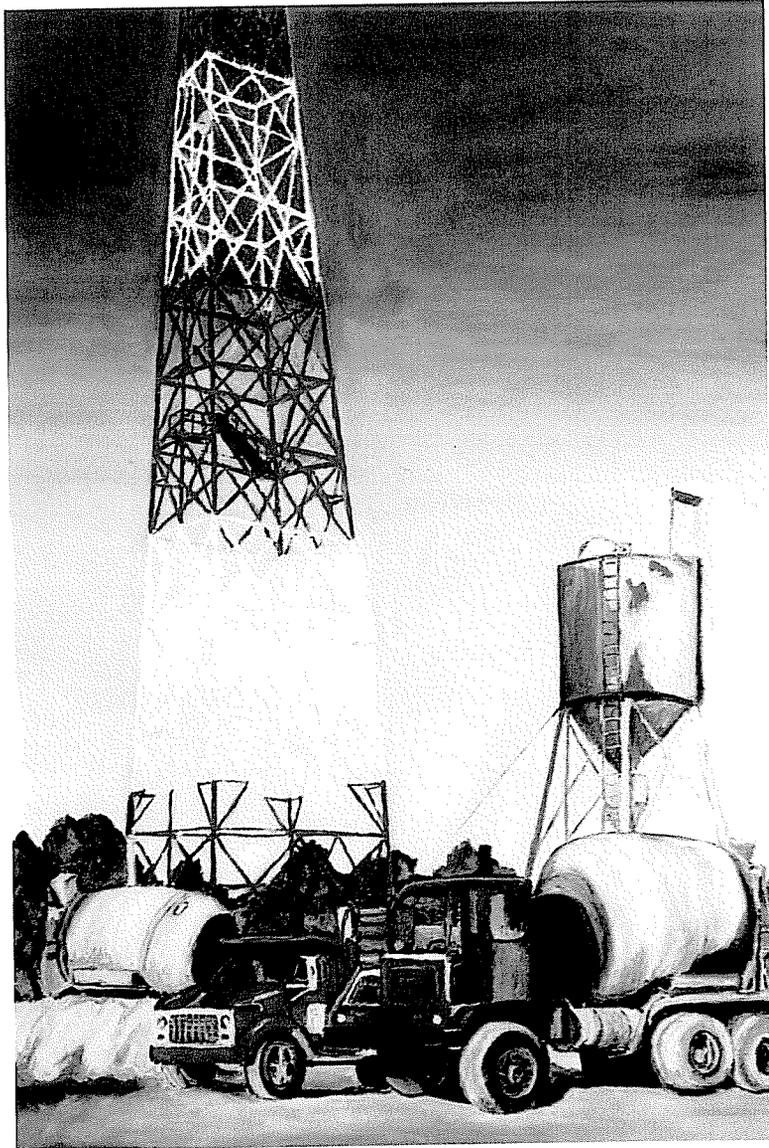
City Hall and Fire Station
Oil 24"x 30"



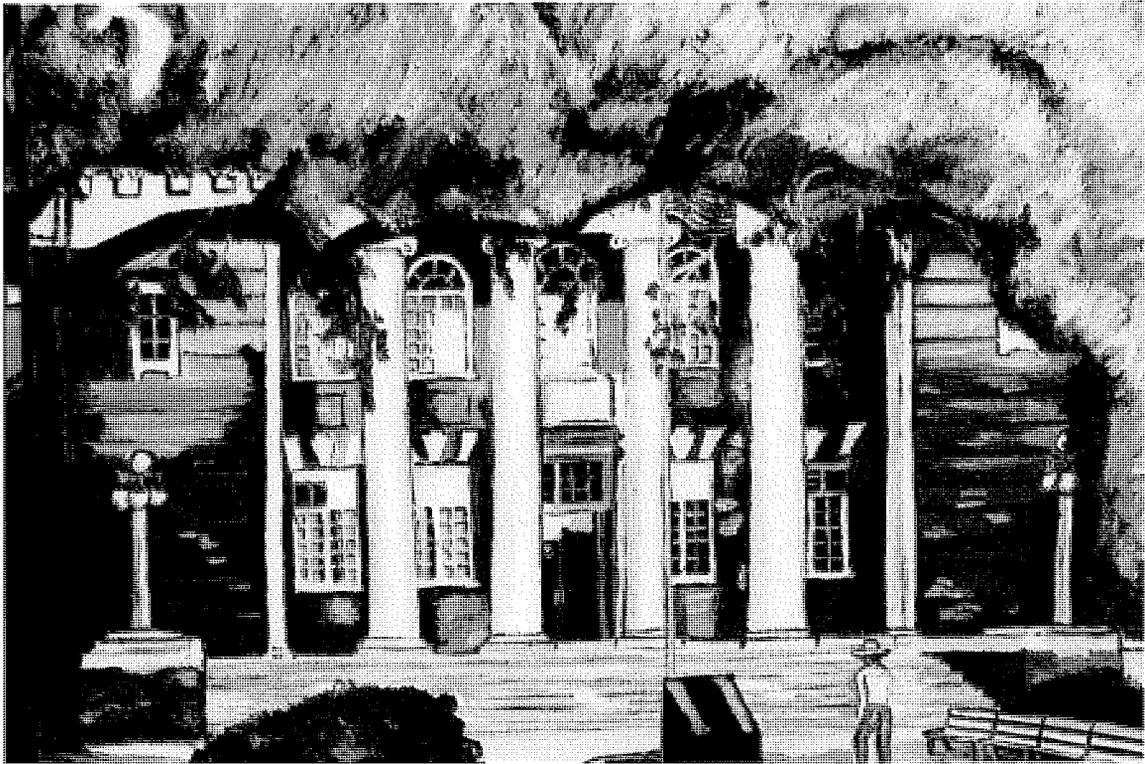
Fertilizer Truck
Oil 30"x 40"



Mr. Thompson Working in Alfred McKeithan's
Orange Grove in Spring Lake
Oil 30"x 40"



Cement Plant and WWJB Radio Tower on Rt. 41
Oil 24"x 36"



Hernando County Court House
Oil 30"x 24"

*12/21/09*

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

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

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

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

DATE: DECEMBER 13, 2009

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

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

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

At the initial closing on the sale Kent Eppley, of Stewart Title Company, determined that a discrepancy existed between the legal description of Tract B as provided by the survey and appraisal completed by the County and the legal description of that same parcel as contained in the survey and deed recording the transfer from the Seaboard Coastline Railroad Company to the City. The title company contacted the prior surveyor and requested that they reassess their legal description; however, the surveyor stands by its original survey. The title company also contacted the Seaboard Coastline Railroad Company and requested a corrective deed to resolve the conflict in legal descriptions, a copy of which is attached in Exhibit A. Attached in Exhibit B is the contract for sale which includes provisions to address the legal description discrepancy and various closing documents.

SB

BUDGET IMPACT/BUDGET AMENDMENT: The County is to make payment to the City in the amount of \$27,100 for the sale of both Tracts A and B; however, by contract the City is to reimburse the Florida Communities Trust for the proceeds of the sale of Tract B which is \$19,800. Two budget amendments are required to account for the revenue and expenditure. The first amendment will require a credit of \$27,100 in the General Fund Revenue Account entitled Proceeds of the Sale of Fixed Assets-Government (001-000-364-48840). The second amendment requires debiting the expenditure account entitled Grants & Aids to Government Agencies (001-009-590-58100) for \$19,800.

The remaining dollars (\$7,300) will go to General Fund Reserves. An amendment pertaining to this transaction was approved for the 08 09 Budget (06-15-09 Agenda D-3) by City Council which included a capital expenditure of \$7,300 (\$27,100 less \$19,800) to use the proceeds for needed roof repairs on the Cemetery Office and the historic old Gazebo Building. Those capital expenditures were made, however the sale has been held up and did not occur prior to 9-30-09. The General Fund Reserves will be replenished at the time of sale.

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

STAFF RECOMMENDATION: Staff recommends that Council authorize the Mayor to sign the closing documents in Exhibit B and approve the 09 - 10 Budget amendment as presented.

ATTACHMENTS:

Exhibit A

- Minutes from Council Meeting held on July 12, 2005
- Corrective Quit Claim Deed from CSX

Exhibit B

- Contract for Sale
- Warranty Deed for Tract A
- Quit Claim Deed for Tract B
- Affidavit as to Debts, Liens and Possession
- Disclosure, Consent and Waiver
- Compliance and Tax Proration Agreement
- Settlement Statement

EXHIBIT A

REGULAR CITY COUNCIL MEETING - JULY 12, 2005

Hernando County Jasmine Drive Realignment and Property Acquisition

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

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

Johnston* (Corrected 2/6/06 _____)

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

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

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

(Corrected 2/6/06 _____)

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

Motion:

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

Motion:

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

Waiver of Fees - Parks Department

Consideration of user fee waivers as follows:

American Cancer Society

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

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

Return to:
Name: **STEWART TITLE COMPANY**
Address: **111 N. MAIN STREET
BROOKSVILLE, FL 34601**

This Instrument Prepared by:
**Michele Calderon
Stewart Title Company
111 N. Main Street
Brooksville, Florida 34601**

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
R24 422 19 0000 0050 0000
File No:**20060190 - 1101**

**CORRECTIVE QUIT CLAIM DEED
(CORPORATION)**

This Corrective Quit Claim Deed Made the 13th day of November, 2009, by CSX
Transportation, Inc., a Virginia Corporation, and having its place of business at 500 Water
Street, Jacksonville, FL 32202, hereinafter called the grantor,

to City of Brooksville, a municipality with Hernando County, Florida, whose post office
address is: 201 Howell Ave., Brooksville, FL 34601, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 (Ten) Dollars and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells,
aliens, remises, releases, conveys and quit claims unto the grantee, all that certain land situate in Hernando
County, Florida, to wit:

Parcel "D"

A parcel of land lying in and being a part of the Northwest 1/4 of the Southwest 1/4 of Section 24,
Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as
follows;

Commence at the Northwest corner of said Southwest 1/4; Thence South 00° 16' 20" East, along
the West boundary of said Southwest 1/4, 773.39 feet; thence North 70° 58' 53" East, 31.68 feet to the
maintained East right of way line of Jasmine Drive and the POINT OF BEGINNING; Thence continue
North 70° 58' 53" East, 279.26 feet to the Northwest corner of that property described in Official Record
Book 322, page 520, public records of Hernando County, Florida; thence South 19° 01' 07" East, along the
West boundary of said property, 120.00 feet to the Southwest corner of said property; thence South 70° 58'
53" West, 319.98 feet to said maintained East right of way line; thence North 00° 16' 12" West, along said
right of way line, 126.72 feet to the POINT OF BEGINNING

*** THE PURPOSE OF THIS CORRECTIVE QUIT CLAIM DEED IS TO CORRECT THAT
CERTAIN DEED BETWEEN THE SAME PARTIES, DEED DATED FEBRUARY 8TH, 2002,
RECORDED FEBRUARY 13TH, 2002, FILED IN OFFICIAL RECORD BOOK 1501, PAGE 330,
WHEREIN THE LEGAL DESCRIPTION TO PARCEL "D" WAS INCORRECT.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever; and that said land is free of all encumbrances, except taxes
accruing subsequent to 2009, reservations, restrictions and easements of record, if any.
*(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal
representatives and assigns of individuals, and the successors and assigns of corporation.)*

In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal
to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

**SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)**

ATTEST: Paul E. Hubbard
Secretary

CSX Transportation Inc., a Virginia Corporation

Witness Signature: Betty D. Jones
Printed Name:

BY: [Signature]

Witness Signature: Charles Ann Walker
Printed Name:

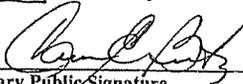
Stephen A. Crosby
President-CSX Real Property, Inc.
signing on behalf of CSX Transportation, Inc.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of NOVEMBER, 2009
by STEPHEN A. CROSBY as PRESIDENT CSX RPI of CSX Transportation Inc., a Virginia
Corporation, on behalf of the corporation. He/she is personally known to me or who has produced driver
license(s) as identification.

My Commission expires:



Notary Public Signature

Printed Name: CARMEN E. BENITEZ

Serial Number

(SEAL)

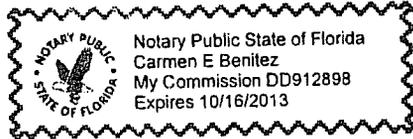


EXHIBIT B

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

COUNTY OF HERNANDO
STATE OF FLORIDA

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT made and entered into on this 14 day of ^{Dec} ~~May~~, 2009, by and between **CITY OF BROOKSVILLE**, a municipal political subdivision of the State of Florida, whose address is 201 Howell Avenue, Brooksville Florida 34601, hereinafter referred to as "Seller," and **HERNANDO COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 North Main Street, Room 460, Brooksville, Florida 34601, hereinafter referred to as "Buyer".

WITNESSETH:

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

JASMINE DRIVE ROAD IMPROVEMENT PROJECT

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

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

Total \$27,100.00

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

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

3. COSTS. This Agreement and conveyances contemplated herein are made under the threat of condemnation or as part of an out of court settlement of condemnation proceedings and are, therefore, immune from documentary stamp tax under Florida Dept. of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993) and exempt from documentary stamp tax under Rule 12B-4.0 14, Florida Administrative Code.
4. EFFECTIVE DATE; FACSIMILE. The date of this Agreement shall be the date when the last one of the parties (Buyer or Seller) has signed the Agreement (hereinafter the "Effective Date"). A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.
5. CONVEYANCES. Upon payment of the Purchase Price, Seller shall convey Tract A as described in paragraph 1 above in Fee Simple to the Buyer by Warranty Deed, free and clear of all leases, liens, mortgages and other encumbrances except taxes and assessments for the year in which the closing shall occur; and shall convey Tract B as described in paragraph 1 above in Fee Simple to the Buyer by Quit Claim Deed, in an as-is condition with no warranties or representations. Any exceptions to clear title identified on a commitment for title insurance or which otherwise affect marketability with respect to Tract B shall be the sole responsibility of Buyer.
6. TITLE INSURANCE.
 - a. Tract A: The Buyer, at its expense, shall obtain a title insurance policy issued by Stewart Title, LLC whose address is 111 North Main Street, Brooksville, Florida 34601, insuring the Buyer's title to Tract A in the amount of the purchase price set forth in paragraph 1 above, upon closing this transaction. If the Buyer finds the title to be unmarketable, or if the Buyer cannot obtain a commitment for the issuance of a title insurance policy on fee simple title, the Buyer shall notify the Seller in writing, prior to the date set for the closing, specifying the defect(s) which exist with respect to the title of the Property, and the Seller shall have twenty (20) days after receipt of such written notice in which to cure such defect(s) in title to the reasonable satisfaction of the Buyer, its attorney, or Buyer's title insurance company, and this sale shall be closed within ten (10) days after the Seller curing such defect(s) and receipt of written notice thereof to the Buyer or its attorney. Upon the Seller's failure to cure defect(s) in title, of which written notice has been given by the Buyer within the time provided herein, the Buyer may avail itself of any remedy in equity or at law, including but not limited to specific performance, and terminate this Agreement, or may close the sale of the Property in the same manner as if no such defect(s) had been found.

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

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

- b. At the closing, Seller shall furnish to Buyer an Affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements made to the property for ninety (90) days immediately preceding date of closing. If the property has been improved within ninety (90) days of closing, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Agreement. Any releases or waivers will be in addition to the Seller's lien affidavit.
12. ENVIRONMENTAL. Seller makes no representations or warranties as to the environmental conditions of the Property. Buyer may, at Buyer's option, investigate environmental issues as to the Property, at its sole expense. If any time between execution hereof and the closing the Buyer determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as AContaminants@) on the Property, the Buyer may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such Contaminants had been found.
13. PUBLIC DISCLOSURE. If Seller is a corporation, partnership, limited partnership, trust or enters into this Agreement in any form of representative capacity whatsoever for others, then ten (10) calendar days prior to closing, the Seller shall furnish to the Buyer an Affidavit in compliance with Section 286.23, Florida Statutes. At the closing, the Seller shall furnish the Buyer with the Seller's Non-Foreign Corporate Affidavit required by Section 1445(b)(2) of the United States Revenue Code to relieve the Buyer from withholding any income or capital gains taxes on the purchase price.
14. PERSONS BOUND. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include

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

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

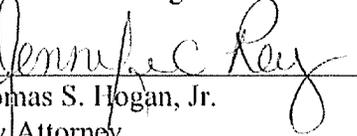
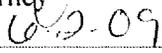
IN WITNESS WHEREOF, the parties and/or the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:

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

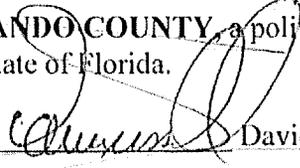
By:  (Signature)
Printed Name: Joe Bernardini
Title: Mayor

Approved as to legal form:

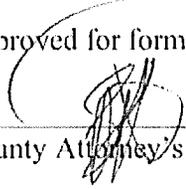

Thomas S. Hogan, Jr.
City Attorney

Date

Buyer:

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

BY:  David Russell, Jr., Chairman

Approved for form and legal sufficiency:

 Dated:
County Attorney's Office

Legal description
subject to survey

**EXHIBIT A
TRACT A DESCRIPTION**

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

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

Containing 0.364 acres more or less.

**EXHIBIT B
TRACT B DESCRIPTION**

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

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

Containing 0.625 acres more or less.

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

Return to: Michele Calderon
Name: Stewart Title Company
Address: 111 N. Main Street
Brooksville, Florida 34601

This Instrument Prepared by:
Michele Calderon
Stewart Title Company
111 N. Main Street
Brooksville, Florida 34601

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
R24 422 19 0000 0050 0000
File No:9008124 - 1101

WARRANTY DEED
(CORPORATION)

This Warranty Deed Made the _____ day of December, 2009, by City of Brooksville, a municipal political subdivision of the State of Florida, and having its place of business at 201 Howell Ave., Brooksville, Florida 34601, hereinafter called the grantor,

to Hernando County, a political subdivision of the State of Florida, whose post office address is: 20 N. Main Street, Room 460, Brooksville, Florida 34601, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$7,300.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hernando County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Hernando County purchased the above described property for condemnation.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2009, reservations, restrictions and easements of record, if any.

(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)

ATTEST: _____
Secretary City of Brooksville, a municipal political subdivision of
the State of Florida

Witness Signature: _____
Printed Name: _____

Witness Signature: _____ BY: _____
Printed Name: _____ ITS: _____

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this _____ day of December, 2009, by _____ as _____ of City of Brooksville, a municipal political subdivision of the State of Florida. He/she is personally known to me or who has produced driver license(s) as identification.

My Commission expires:

Notary Public Signature
Printed Name: _____
Serial Number _____

(SEAL)

EXHIBIT "A"

Parcel 1:

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

For a point of reference commence at the Southeast corner of said Section 23, thence along the South boundary of the Southeast $\frac{1}{4}$ of said Section 23 South 89 deg 31'07" West a distance of 25.00 feet to the Westerly right-of-way of Jasmine Drive for a POINT OF BEGINNING,

Thence continue along the South boundary of the Southeast $\frac{1}{4}$ of said Section 23 South 89 deg 31'07" West a distance of 15.00 feet,

Thence North 00 deg 16'43" West a distance of 575.88 feet,

Thence North 89 deg 53'12" West a distance of 5.00 feet,

Thence North 00 deg 16'43" West a distance of 300.01 feet,

Thence South 89 deg 53'12" East a distance of 5.00 feet,

Thence North 00 deg 16'43" West a distance of 80.95 feet,

Thence North 89 deg 43'17" East a distance of 15.00 feet to the Westerly right-of-way of Jasmine Drive, Thence along the Westerly right-of-way of Jasmine Drive South 00 deg 16'43" East a distance of 956.78 feet to the POINT OF BEGINNING.

Return to: Michele Calderon
Name: Stewart Title Company
Address: 111 N. Main Street
Brooksville, Florida 34601

This Instrument Prepared by:
Michele Calderon
Stewart Title Company
111 N. Main Street
Brooksville, Florida 34601

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
R24 422 19 0000 0050 0000
File No:9008124 - 1101

QUIT CLAIM DEED
(CORPORATION)

This Warranty Deed Made the _____ day of December, 2009, by City of Brooksville, a
municipal political subdivision of the State of Florida, and having its place of business at 201 Howell
Ave., Brooksville, Florida 34601, hereinafter called the grantor,

to Hernando County, a political subdivision of the State of Florida, whose post office address is: 20
N. Main Street, Room 460, Brooksville, Florida 34601, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$19,800.00 Dollars and other valuable
considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the grantee, all that certain land situate in Hernando County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Hernando County purchased the above described property for condemnation.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever; and that said land is free of all encumbrances, except taxes accruing
subsequent to 2009, reservations, restrictions and easements of record, if any.
*(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and
assigns of individuals, and the successors and assigns of corporation)*

In Witness Whereof, the Grantor has caused these presents to be executed in its name, and its corporate seal to be
hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

**SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)**

ATTEST: _____
Secretary City of Brooksville, a municipal political subdivision of
the State of Florida

Witness Signature: _____
Printed Name: _____

Witness Signature: _____ BY: _____
Printed Name: _____ ITS: _____

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this _____ day of December, 2009, by
_____ as _____ of City of
Brooksville, a municipal political subdivision of the State of Florida. He/she is personally known to me or who
has produced driver license(s) as identification.

My Commission expires:

Notary Public Signature
Printed Name: _____
Serial Number _____

(SEAL)

EXHIBIT "A"

Parcel "D"

A parcel of land lying in and being a part of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southwest 1/4, thence South 00° 16' 20" East, along the West boundary of said Southwest 1/4, 773.39 feet, thence North 70° 58' 53" East, 31.68 feet to the maintained East right of way line of Jasmine Drive and the POINT OF BEGINNING; Thence continue North 70° 58' 53" East 279.26 feet to the Northwest corner of that property described in Official Record Book 322, page 520, public records of Hernando County, Florida, thence South 19° 01' 07" East along the West boundary of said property, 120.00 feet to the Southwest corner of said property, thence South 70° 58' 53" West 319.98 feet to said maintained East right of way line, thence North 00° 16' 12" West, along said right of way line, 126.72 feet to the POINT OF BEGINNING.

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

FILE NO:9008124 - 1101

STATE OF **FLORIDA**
COUNTY OF **Hernando**

BEFORE ME, the undersigned authority, personally came and appeared _____, as _____ of **City of Brooksville, a municipal political subdivision of the State of Florida** who, being first duly sworn, depose(s) and say(s):

1. That **City of Brooksville, a municipal political subdivision of the State of Florida** is the owner(s) (hereafter collectively referred to as the "Owner") of the following described real property, (hereafter referred to as the "Property").

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2. That neither the Owner's title to nor possession of the property have ever been disputed or questioned, nor is the Owner aware of any facts by reason of which the title to, or possession of, the property or any part of it or any personal property located on it might be disputed or questioned, or by reason of which any claim to the property or any portion of it or any personal property located on it might be adversely asserted.

3. That no person or entity other than the Owner claims or is presently entitled to the right to possession, or is in possession, of the property, and there are no tenancies, leases or other occupancies that affect the property.

4. That there are no disputes concerning the location of the boundary lines of the property.

5. That there are no outstanding or unpaid taxes or assessments (pending or certified) EXCEPT taxes for the year **2010** or any unpaid or unsatisfied Mortgages, Claims of Liens or other matters, EXCEPT as set forth in Exhibit "B" or none, that constitute a lien or encumbrance against the property or any of the improvements on it or any part of it or against any personal property located on it.

6. That there are no Security Agreements, Financing Statements, Title Retention Contracts or Personal Property Leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the property or the improvements located on it, EXCEPT as set forth in Exhibit "B" or none.

7. That there are no actions, proceedings, judgments, bankruptcies, liens or executions recorded in the public records of the County wherein the property is located, or in any other County in Florida, or pending against the Owner in any Court in Florida, or any other Courts.

8. That Affiant(s) know of no violations of Municipal Ordinances affecting the property.

9. That no improvements or repairs have been made to the property during the 90-day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the property, or for the services of architects, surveyors or engineers incurred in connection with the property.

10. That subsequent to **November 27, 2009**, the Owner has not and hereby agrees and represents that Owner will not execute any instrument or do any act whatsoever that in any way would or may affect the title of the property, including, but not limited to, the mortgaging or conveying of the property, or any interest in it, or causing any liens to be recorded against the property or the Owner.

11. That this Affidavit is given () to induce **Hernando County, a political subdivision of the State of Florida** to purchase the real property and improvements, and/or () to induce "**NOT APPLICABLE**" to make a loan secured by a Mortgage encumbering the real property and improvements, and to induce **Stewart Title Guaranty Company** to issue an Owner and/or Mortgagee Title Insurance Policy.

12. That this Affidavit is given by the Affiant(s) with full knowledge of applicable Florida laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

City of Brooksville, a municipal political subdivision of the State of Florida

By: _____
Its: _____

Sworn to before me and subscribed in my presence this _____ day of **December, 2009**, by _____ as _____ of the **City of Brooksville, a municipal political subdivision of the State of Florida**. He/she is personally known to me or has produced driver license(s) as identification.

My Commission expires:

(SEAL)

Notary Public Signature
Printed Name: _____
Serial Number _____

EXHIBIT "A"

Parcel 1:

A portion of the Southeast ¼ of Section 23, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a point of reference commence at the Southeast corner of said Section 23, thence along the South boundary of the Southeast ¼ of said Section 23 South 89 deg 31'07" West a distance of 25.00 feet to the Westerly right-of-way of Jasmine Drive for a POINT OF BEGINNING,

Thence continue along the South boundary of the Southeast ¼ of said Section 23 South 89 deg 31'07" West a distance of 15.00 feet,

Thence North 00 deg 16'43" West a distance of 575.88 feet,

Thence North 89 deg 53'12" West a distance of 5.00 feet,

Thence North 00 deg 16'43" West a distance of 300.01 feet,

Thence South 89 deg 53'12" East a distance of 5.00 feet,

Thence North 00 deg 16'43" West a distance of 80.95 feet,

Thence North 89 deg 43'17" East a distance of 15.00 feet to the Westerly right-of-way of Jasmine Drive, Thence along the Westerly right-of-way of Jasmine Drive South 00 deg 16'43" East a distance of 956.78 feet to the POINT OF BEGINNING.

AND

Parcel "D"

A parcel of land lying in and being a part of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows;

Commence at the Northwest corner of said Southwest 1/4, thence South 00° 16' 20" East, along the West boundary of said Southwest 1/4, 773.39 feet, thence North 70° 58' 53" East, 31.68 feet to the maintained East right of way line of Jasmine Drive and the POINT OF BEGINNING; Thence continue North 70° 58' 53" East 279.26 feet to the Northwest corner of that property described in Official Record Book 322, page 520, public records of Hernando County, Florida, thence South 19° 01' 07" East along the West boundary of said property, 120.00 feet to the Southwest corner of said property, thence South 70° 58' 53" West 319.98 feet to said maintained East right of way line, thence North 00° 16' 12" West, along said right of way line, 126.72 feet to the POINT OF BEGINNING.

COMPLIANCE AND TAX PRORATION AGREEMENT

FILE NO: 9008124 - 1101
DATE:
SELLERS: City of Brooksville, a municipal political subdivision of the State of Florida
BUYERS: Hernando County, a political subdivision of the State of Florida
CLOSING AGENT: Stewart Title Company
PROPERTY: Jasmine Road
Brooksville, Florida 34601

We, the undersigned Seller(s) and Buyer(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

- 1. That all contingencies set forth in the Contract for Sale have been complied with.
- 2. That all utility bills (and condominium assessments, if applicable) including, but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent, Stewart Title Company. All matters in regard to the said matters will be handled outside of closing even if such matters appear on the closing statement.
- 3. That each party will fully cooperate with each other to adjust for clerical errors on any or all closing documentation, if deemed necessary. In addition, to cooperate fully with Stewart Title Company and/or the lender to complete and/or correct any documents required to complete the transaction and/or sale of the loan to HUD, VA, FNMA or private lender.
- 4. Sellers acknowledges that the pay-off statements received by Stewart Title Company from current mortgagees may be subject to said mortgagee's final audit after receipt of pay-off funds resulting in a demand by said mortgagee for additional funds and Seller upon request agrees to forward said funds forthwith.
- 5. That the proration of taxes as shown by the closing statement of this date has been made on the basis of:

_____ Taxes for the previous year, assuming the same exemptions to be allowable for the current year. Seller and Buyer are responsible for verifying any applicable exemptions.

 X No tax proration has been made

That it is understood by the Buyer(s) and Seller(s) with respect to the tax proration that they shall have the option to re-prorate the property taxes upon receipt of the final tax bill. This adjustment will be made directly between the parties, and not through the offices of Stewart Title Company nor will the title company be responsible for any collections of fees from either party.

Any proration of solid waste assessment shall be completed by closing agent, if applicable. Any discrepancy due to the fact of continuous changes by the property tax office will be the sole responsibilities of the parties.

ALL PARTIES UNDERSTAND AND AGREE THAT SHOULD Stewart Title Company HAVE TO HIRE AN ATTORNEY FOR ENFORCEMENT OF ANY OF THE AFORESAID CONDITIONS IN THIS TRANSACTION, SAID PARTIES SHALL BE RESPONSIBLE FOR ANY ATTORNEY'S FEES, COURT COSTS AND OTHER COSTS INCURRED BY TITLE COMPANY OR LENDER IN ORDER TO ENFORCE THE OBLIGATION HEREIN.

City of Brooksville, a municipal political subdivision of the State of Florida

Hernando County, a political subdivision of the State of Florida

By:
Its:

By:
Its:

A. U.S. Department of Housing and Urban Development FINAL Settlement Statement	B. Type of Loan 1 <input type="checkbox"/> FHA 2 <input type="checkbox"/> FMHA 3 <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. File Number: 9008124 7. Loan Number: 8. Mortgage Ins. Case No.
---	---

C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals.		
D. Name of Borrower:	Hernando County, a political subdivision of the State of Florida, 20 N. Main Street, Room 460, Brooksville, FL 34601		
E. Name of Seller:	City of Brooksville, a municipal political subdivision of the State of Florida, 201 Howell Ave., Brooksville, FL 34601		
F. Name of Lender:			
G. Property Location:	of Section 24, Township 22 South, Range 19 East, Hernando County, Florida; of Section 23, Township 22 South, Range 19 East, Hernando County, Florida Jasmine Road, Brooksville, FL 34601		
H. Settlement Agent:	Stewart Title Company (352) 796-9416	TIN:	740923770
Place of Settlement:	111 N. Main Street, Brooksville, FL 34601		
I. Settlement Date:	12/22/2009	Proration Date:	None

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	27,100.00	401. Contract sales price	27,100.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,608.70	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	28,708.70	420. Gross amount due to seller:	27,100.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see Instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reduction in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	28,708.70	601. Gross amount due to seller (line 420)	27,100.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller (line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	28,708.70	603. CASH ()FROM (X)TO SELLER	27,100.00

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Stewart Title Company (352) /96-9416 with your correct taxpayer identification number. If you do not provide Stewart Title Company (352) 796-9416 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

L Settlement Charges		12/11/09 8:36 AM	File Number: 9008124
700.	Total sales/broker commission		
	Division of commission (line 700) as follows:		
701.	\$	Paid From	Paid From
702.	\$	Borrower's	Seller's
703.	Commission paid at settlement	Funds at	Funds at
704.		Settlement	Settlement
705.			
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.	Yield Spread Premium		
815.			
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.	VA Funding Fee		
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.			
1007.			
1008.			
1009.	Aggregate Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee to Stewart Title Company	178.34	
1102.	Abstract or title search to Stewart Title Company	178.33	
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	includes above items no.:		
1108.	Title insurance to Stewart Title Company	155.83	
	includes above items no.:		
1109.	Lender's coverage		
1110.	Owner's coverage \$27,100.00 \$155.83		
1111.	Endorsements		
1112.	FL Form 9 Endorsement		
1113.	Endorsements		
1114.	BR		
1115.			
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed \$18.50 QCD \$18.50	37.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.	Cor QCD CSX to City to Clerk of the Circuit Court	19.20	
1205.			
1206.			
1300.	Additional settlement charges		
1301.	Survey to William Greene Surveying LLC	1,040.00	
1302.	Pest inspection		
1303.	Florida Lien Search Fee		
1304.			
1305.			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	1,608.70	0.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all rec and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Hernando County, a political subdivision of the State of Florida

City of Brooksville, a municipal political subdivision of the State of Florida

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Stewart Title Company

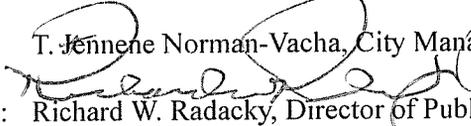
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

CITY OF BROOKSVILLE MEMORANDUM

To: The Honorable Mayor and Members of the City Council

Thru: T. Jennene Norman-Vacha, City Manager 

From:  Richard W. Radacky, Director of Public Works

Re: **Award Recommendation – Online Fluoride Analyzers**

Date: December 11, 2009

Background:

The City was awarded a grant from the Florida Department of Health, in the amount of \$16,300, to purchase three (3) online fluoride analyzers. They will be installed by Public Works staff in the City's three (3) drinking water treatment plants.

Bid documents were advertised and sealed bids opened on December 5, 2009. Two bidders responded with bids as follows:

Vendor	Price For Three Analyzers With One Year Supply of Reagents
Water Treatment and Controls Pensacola, Florida	\$19,131.00
Hach Company Loveland, Colorado	\$15,910.17

Funding:

A total of \$16,300 is approved in Line Item Account Number 401-000-166-19037, Project 2009-UT-09, for this purchase.

Legal:

The City Attorney's Office reviewed this memorandum for content.

Recommendation:

Staff is requesting the City Council to approve this purchase from the Hach Company and authorize the procurement of this equipment, in the amount of \$15,910.17, pending review and approval by the grant agency.

- Enclosures: 1. Water Treatment Bid Certification Form
2. Hach Company Bid Certification Form

**BID OPENING MINUTES
ONLINE FLUORIDE ANALYZERS
BID NO. UD2009-11**

December 4, 2009

3:00 p.m.

A Bid Opening was held at approximately 3:00 p.m. on Friday, December 4, 2009, in the City Hall Council Chambers for the **ONLINE FLUORIDE ANALYZERS BID NO. UD2009-11**. Kim Harsin, Deputy City Clerk and Lindsay Morgan, Recording Secretary were in attendance.

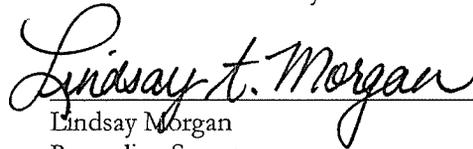
Deputy City Clerk Harsin advised that an Invitation to Bid was published in the November 6, 2009, edition of the Hernando Today with a closing date and time set for 3:00 p.m. on Friday, December 4, 2009.

As a result, two (2) sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form, Public Entity Crime Statement, Drug-Free Workplace Certification and one (1) notarized original with two (2) full copies.

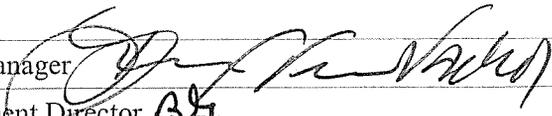
The following company's submitted bids, which were opened in no particular order, and the results read as follows:

- | | |
|---|---|
| 1. <u>Water Treatment & Control, Pensacola, FL</u> | BASE BID \$18,951.00 |
| All required documentation included; Drug Program Implemented | 1-Yr Standards \$ <u>180.00</u> |
| | \$19,131.00 |
| | |
| 2. <u>Hach Company, Loveland, CO</u> | BASE BID \$15,910.17 |
| All required documentation included; Drug Program Implemented | |

Deputy City Clerk Harsin informed bidders that the packets would be reviewed by staff and the bid opening meeting closed at 3:05 p.m.


Lindsay Morgan
Recording Secretary

MEMORANDUM

To:	Honorable Mayor & City Council
Via:	T. Jennene Norman Vacla, City Manager 
Via:	Bill Geiger, Community Development Director 
From:	Steve Gouldman, AICP, City Planner 
Subject:	Extensions of Submittal Dates for Construction Plans and Final Plats and Extension of Development Order – Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development Project (CPDP) – Amendment to Ordinance 759
Petitioner:	Thomas E. Bronson
Location:	1.2 miles east of U.S. 41 on the north side of Mondon Hill Road
Date:	December 21, 2009

Introduction & Background Information:

The petition is a request to allow two-year extensions to the dates required for submission of construction plans and final plats for Phase One and Phase Two of the Majestic Oaks development. Additionally, the petitioner requests a two year extension of the project's Development Order which requires initiation of the construction or subdivision process within three years of City Council's approval of the development order. The project is located approximately 1.2 miles east of U.S. 41 on the north side of Mondon Hill Road, and consists of 574.4 acres.

The subject properties were annexed into the City on December 20, 2004 (Ordinance No. 683), and July 12, 2005 (Ordinance No.'s 698, 699 and 700). The City Council subsequently recognized and accepted the Majestic Oaks and BCC, LLC overall Master Plan. On February 12, 2007, the City Council approved and adopted Ordinance No. 741 approving amendments to the City Comprehensive Plan, assigning a Majestic Oaks Mixed Use District (MOMUD) Future Land Use Map classification for this property.

On September 12, 2007, the Majestic Oaks Phase One Preliminary Plat (consistent with the County zoning designation for this property) was approved by the Planning and Zoning Commission, with various performance conditions that included a stipulation that a zoning petition for the entire Majestic Oaks Project must be filed with the City prior to submittal of the final plat for Phase One, or the filing of any future preliminary plats for this property. The Preliminary Plat approved by the Planning and Zoning Commission is set to expire September 12, 2010.

On June 16, 2008, City Council approved Ordinance No. 759, which provides for a zoning designation of Planned Development Project (PDP), with a special exception use for a Combined Planned Development Project (CPDP), specifically providing for a mixture of uses including residential, commercial and recreational facilities. Condition 1.A. of Ordinance 759 states that "Within three (3) years of the Council's approval of the Planned Development Project (PDP) zoning and the Combined Planned Development Project (CPDP) special exception use approval, the petitioner/developer will need to initiate the construction or subdivision process (as applicable), providing preliminary plat plans that address infrastructure needs, and construction plans that reflect the preliminary plat (all being consistent with the requirements of the city's subdivision and/or planned development project regulation). Otherwise, this SEU approval becomes null and void." The SEU approval thus expires on June 16, 2011.

Extension of Construction Plans, Final Plats and Development Order

Thomas E. Bronson

1.2 miles east of U.S. 41 on the north side of Mondon Hill Road

Page 2 of 2

A Preliminary Plat for Phase Two was submitted and reviewed by the Planning and Zoning Commission on October 8, 2008. Condition F., as approved by the Planning and Zoning Commission, states that “Within two (2) years of the Commission’s approval of the Preliminary Plat, final construction plans and the final plat (including all supporting documentation and bonds) must be submitted. Otherwise, the preliminary plat approval shall be considered null and void.” The City Council approved the Preliminary Plat with the conditions recommended by the Planning and Zoning Commission. As a result, the Preliminary Plat for Phase Two expires October 8, 2010.

The request, as stated above, is to grant two-year extensions to the dates required for submission of construction plans and a final plat for Phase One and Phase Two, and a two-year extension of the project’s Development Order which requires initiation of the construction or subdivision process within three years of City Council’s approval of the development order. The following table summarizes the description provided above:

Description	Approval Date	Expiration Date	Expiration Extension Date
Phase 1 Preliminary Plat	September 12, 2007	September 12, 2010	September 12, 2012
Ordinance 759— Rezoning	June 16, 2008	June 16, 2011	June 16, 2013
Phase 2 Preliminary Plat	October 8, 2008	October 8, 2010	October 8, 2012

SB 360, which became effective July 1, 2009, states that “any permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373, Florida Statutes, that has an expiration date of September 1, 2008, through January 1, 2012, is extended and renewed for a period of 2 years following its date of expiration. This extension includes any local government-issued development order or building permit.” The legislation provides that the holder of a valid permit or authorization eligible for the two-year extension shall notify the authorizing agency in writing no later than December 31, 2009, and identify the authorization for the extension. The petitioner notified the Community Development Department of the extension requests on November 6, 2009. The existing deadlines for each of the three items have not expired.

Staff Recommendation:

Staff recommends that City Council consider approving the petitioner’s request to grant a two-year extension to the dates required for submission of construction plans and a final plat for Phase One and Phase Two, and a two-year extension of the project’s Development Order which requires initiation of the construction or subdivision process within three years of City Council’s approval of the development order. The new date required for submission of constructions plans and final plats for Phase One would be September 12, 2012. Construction plans and final plats for Phase Two would require submission on or before October 8, 2012. The new date for compliance with the requirement of the Development Order would be June 16, 2013.

- Attachments: 1) Petition Letter
2) Draft Ordinance No. 759-A

Majestic Oaks Partners, LLC

November 6, 2009

City Of Brooksville
City Council
Attn: Mr. William Geiger
201 Howell Avenue
Brooksville, FL 34601-2041

Re: Majestic Oaks Development

Dear Mr. Geiger,

Majestic Oaks Partners, LLC would like to request a two year extension of our current permits related to the Majestic Oaks Development and Brooksville Country Club. As you know, we repurchased the development land and related entitlements on December 31, 2008. I believe the following to be a complete list of permits currently in effect from the City of Brooksville:

<u>Project Description</u>	<u>Permit Secured</u>	<u>Permit Expiration</u>	<u>Permit Extension</u>
Majestic Oaks Phase I Preliminary Plat	Sept. 12, 2007	Sept. 12, 2010	Sept. 12, 2012
Rezoning and Special Exception PDP	June 2, 2008	June 2, 2011	June 2, 2013
Majestic Oaks Phase II Preliminary Plat	November 3, 2008	November 3, 2010	November 3, 2012
Maintenance Facility Site Plan	Feb. 16, 2007	Unsure	Unsure

It is our understanding that this request is appropriate under SB 360. We thank you for your consideration in this matter.

Respectfully,

Thomas E. Bronson
Managing Partner

ORDINANCE NO. 759A

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF PDP (PLANNED DEVELOPMENT PROJECT) WITH A SPECIAL EXCEPTION USE FOR A COMBINED PLANNED DEVELOPMENT PROJECT (CPDP), CONSISTING OF RESIDENTIAL, COMMERCIAL AND RECREATIONAL USES FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; PROVIDING FOR AMENDMENTS TO THE CONDITIONS STATED IN SECTION 1, SUB-SECTION 1.A. MODIFYING THE TIME PERIOD FOR COMPLIANCE; 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 residential, commercial and recreational uses; to be developed consistent with the "Majestic Oaks Rezoning Master Plan" prepared by Coastal Engineering Associates Inc., dated February 15, 2008. (Reference Exhibit "A" for a graphic view of the property):

Majestic Oaks Developers, LLLP, Majestic Oaks Partners, LLC and BCC, LLC
Parcel Key # 1355553, 1355544, 1114378, 1599639349910, 365321, 365125 and
1356035

Legal Description

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 13 AND 24, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND SECTIONS 18 AND 19, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE S 89°24'30" W, ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST 1/4, 1963.08 FEET; THENCE S 00°26'58" E 639.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MONDON HILL ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N 78°41'26" W 158.75 FEET, (2) S 11°18'34" W 5.00 FEET, (3) N 78°41'26" W 549.37 FEET; THENCE N 00°26'58" W 616.79 FEET TO THE CENTERLINE OF VACATED SEABOARD COASTLINE RAILROAD 120 FOOT WIDE RIGHT OF WAY; THENCE S 70°56'57" W, ALONG SAID CENTERLINE, 86.39 FEET TO THE WEST BOUNDARY OF SAID NORTHEAST 1/4; THENCE N 01°19'13" W, ALONG SAID WEST BOUNDARY, 1877.25 FEET ; THENCE S 89°26'09" W, ALONG THE NORTH BOUNDARIES AND THE EXTENSION THEREOF OF LOTS 17, 18, 19 AND 20 OF EAST BROOKSVILLE SUBDIVISION, AS RECORDED IN PLAT BOOK 3 PAGE 9, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, 1399.07 FEET TO THE EASTERLY RIGHT OF WAY LINE OF McINTYRE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) N 00°33'12" W 325.67 FEET; (2) N 01°50'09" W 325.75 FEET; THENCE N 89° 26'45" E, 15.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 13, 1397.64 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE N 01°19'13" W, ALONG SAID WEST BOUNDARY, 15.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE N 00°46'02" W, ALONG THE WEST BOUNDARY OF SAID SOUTH 3/4, 2051.62 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 3/4; THENCE N 89°13'53" E, ALONG THE NORTH BOUNDARY OF SAID SOUTH 3/4, 1392.05 FEET; THENCE N 00°40'41" W 661.94 FEET TO THE SOUTHWEST CORNER OF LUDLOW HEIGHTS, AS RECORDED IN PLAT BOOK 6, PAGE 81 OF SAID PUBLIC RECORDS; THENCE N 88°07'20" E, ALONG THE SOUTH BOUNDARY OF SAID LUDLOW HEIGHTS, 1095.88 FEET TO THE WEST BOUNDARY OF DOGWOOD ESTATES, PHASE V, AS RECORDED IN PLAT BOOK 16, PAGE 95, OF SAID PUBLIC RECORDS; THENCE S 00°38'49" E, ALONG SAID WEST BOUNDARY OF DOGWOOD ESTATES, PHASE V AND EXTENSION THEREOF 2684.99 FEET TO THE SOUTHWEST CORNER OF SAID DOGWOOD ESTATES, PHASE V; THENCE N 89°41'12" E, ALONG THE SOUTH BOUNDARY OF SAID DOGWOOD ESTATES, PHASE V, 300.06 FEET TO THE WEST BOUNDARY OF DOGWOOD ESTATES, PHASE IV, AS RECORDED IN PLAT

BOOK 16, PAGE 47 OF SAID PUBLIC RECORDS; THENCE S 00°39'27" E, ALONG SAID WEST BOUNDARY, 59.57 FEET TO THE SOUTHWEST CORNER OF SAID DOGWOOD ESTATES, PHASE IV; THENCE N 89°26'05" E, ALONG THE SOUTH BOUNDARY OF SAID DOGWOOD ESTATES, PHASE IV, 80.73 FEET; THENCE S 00°39'27" E 34.40 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 340.00 FEET, A DELTA OF 08°15'01"; A CHORD BEARING OF S 03°28'03" W AND A CHORD OF 48.92 FEET; THENCE ALONG THE ARC OF SAID CURVE 48.96 FEET; THENCE EST 458.98 FEET; THENCE S 37°10'55" W 156.85 FEET; THENCE S 48°11'19" W 84.34 FEET; THENCE S 35°32'04" W 78.28 FEET; THENCE S 06°27'38" W 69.89 FEET; THENCE S 28°25'30" W 86.41 FEET; THENCE S 43°55'26" E 156.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH-WESTERLY HAVING A RADIUS OF 455.00 FEET, A DELTA OF 15°14'35". A CHORD BEARING OF S 36°18'08" E AND A CHORD OF 120.69 FEET; THENCE ALONG THE ARC OF SAID CURVE 121.05 FEET TO THE POINT OF TANGENCY; THENCE S 28°40'51" E 201.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTH-EASTERLY HAVING A RADIUS OF 170.00 FEET; A DELTA OF 94°50'07", A CHORD BEARING OF S 76°05'54" E AND A CHORD OF 250.34 FEET; THENCE ALONG THE ARC OF SAID CURVE 281.38 FEET TO THE POINT OF TANGENCY; THENCE N 56°29'03" E 135.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 655.00 FEET, A DELTA OF 15°12'15", A CHORD BEARING OF N 64°05'10" E AND A CHORD OF 173.30 FEET; THENCE ALONG THE ARC OF SAID CURVE 173.81 FEET TO THE POINT OF TANGENCY; THENCE N 71°41'17" E 152.78 FEET; THENCE N 18°18'43" W 230.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 950.00 FEET, A DELTA OF 08°20'14", A CHORD BEARING OF N 14°08'35" W AND A CHORD OF 138.12 FEET; THENCE ALONG THE ARC OF SAID CURVE 138.24 FEET TO THE POINT OF TANGENCY; THENCE N 09°58'28" W 164.72 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 425.00 FEET, A DELTA OF 46°14'24", A CHORD BEARING OF N 13°08'43" E AND A CHORD OF 333.76 FEET THENCE ALONG THE ARC OF SAID CURVE 342.99 FEET TO THE SOUTH BOUNDARY OF A PARCEL OF LAND AND DESCRIBED IN OFFICIAL RECORD BOOK 1749, PAGE 510 OF SAID PUBLIC RECORDS, THENCE S 55°18'29" E, ALONG SAID SOUTH BOUNDARY, 175.11 FEET TO A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 250.00 FEET; A DELTA OF 36°55'12", A CHORD BEARING OF S 18°54'26" W AND A CHORD OF 158.32 FEET; THENCE ALONG THE ARC OF SAID CURVE 161.10 FEET; THENCE N 80°01'32" E 120.88 FEET; THENCE S 09°58'28" E 209.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 650.00 FEET, A DELTA OF 08°20'14", A CHORD BEARING OF S 14°08'35" E AND A CHORD OF 94.50 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.58 FEET TO THE POINT OF TANGENCY; THENCE S 18°18'43" E 627.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 75.00 FEET, A DELTA OF 107°19'41", A CHORD BEARING OF S 71°58'33" E AND A CHORD OF 120.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 140.49 FEET TO THE POINT OF TANGENCY; THENCE N 54°21'36" E 395.45 FEET; THENCE N 14°06'12" W 658.52 FEET; THENCE N 00°28'00" W 170.30 FEET TO THE SOUTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1952, PAGE 216, OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF LAND DESCRIBED IN SAID BOOK 1952 THE FOLLOWING TWO (2) COURSES: (1) N 89°32'00" E 163.53 FEET, (2) N 05°57'12" E 25.16 FEET TO THE SOUTH BOUNDARY OF DOGWOOD ESTATES PHASE VI, AS RECORDED IN PLAT BOOK 19, PAGE 61 OF SAID PUBLIC RECORDS; THENCE N 89°32'00" E, ALONG SAID SOUTH BOUNDARY, 60.38 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1884, PAGE 266 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF LAND DESCRIBED IN SAID BOOK 1884 THE FOLLOWING TWO (2) COURSES: (1) S 09°32'11" E 101.71 FEET, (2) N 88°45'19" E 182.06 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1817, PAGE 873 OF SAID PUBLIC RECORDS; THENCE N 88°45'19" E, ALONG THE SOUTH BOUNDARY OF LAND DESCRIBED IN SAID BOOK 1817, 122.71 FEET TO THE SOUTHEAST CORNER OF SAID LAND AND THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE S 00°16'24" E, ALONG SAID WEST BOUNDARY, 557.06 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE N 88°00'57" E, ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4, 660.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE S 00°17'38" E, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 389.68 FEET TO THE CENTERLINE OF THE VACATED SEABOARD COASTLINE RAILROAD 120 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES: (1) S 78°33'44" W 2754.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5729.58 FEET, A DELTA OF 04°23'19", A CHORD BEARING OF S 76°22'05" W AND A CHORD OF 438.74 FEET; THENCE ALONG THE ARC OF SAID CURVE (2) 438.85 FEET TO THE WEST BOUNDARY OF SAID SECTION 19; THENCE S 01°32'09" E, ALONG SAID WEST BOUNDARY, 990.72 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19 AND THE POINT OF BEGINNING.

AND

PARCEL 1:

THE NORTHEAST 1/4, LESS THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4 RUNNING THENCE NORTH 89°16'11" WEST (ASSUMED BEARING) 1961.49 FEET ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, THENCE NORTH 00°23'01" EAST 95.58 FEET, THENCE NORTH 72°13'38" EAST 2055.30 FEET TO THE EAST LINE OF THE SAID NORTHEAST 1/4, THENCE SOUTH 00°11'58" EAST 747.95 FEET ALONG THE SAID EAST LINE TO THE POINT OF BEGINNING.

AND

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING NORTH OF MONDON HILL ROAD, LESS EXISTING RIGHT-OF-WAY OF MCINTYRE ROAD.

AND

ALL THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTH OF MONDON HILL ROAD, LESS THOSE LANDS DESCRIBED IN DEED BOOK 98, PAGE 243, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND ALSO LESS THOSE LANDS BEING A PORTION OF THE VACATED SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY BEING APPURTENANT TO THOSE LANDS BEING DESCRIBED IN DEED BOOK 98, PAGE 243 AND ALSO LESS THOSE LANDS DESCRIBED IN OR BOOK 1139, PAGE 315.

AND

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 RUNNING THENCE NORTH 89°16'11" WEST (ASSUMED BEARING) 62.50 FEET ALONG THE QUARTER LINE, THENCE SOUTH 72°23'47" WEST 729.57 FEET, THENCE SOUTH 11°47'13" WEST 112.65 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MONDON HILL ROAD, THENCE SOUTH 78°12'47" EAST 438.92 FEET TO THE P. C. OF A HORIZONTAL CURVE HAVING A RADIUS OF 6900.50 FEET, A CENTRAL ANGLE OF 00°49'28" AND A CHORD OF 99.29 FEET, THENCE GO ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST, AN ARC DISTANCE OF 99.29 FEET, THENCE GO SOUTH 77°23'19" EAST 267.40 FEET ALONG THE SAID NORTH RIGHT-OF-WAY, THENCE NORTH 12°36'41" EAST 15.00 FEET ALONG SAID RIGHT-OF-WAY, THENCE SOUTH 77°23'19" EAST 613.95 FEET ALONG SAID NORTH RIGHT-OF-WAY NORTH 12°36'41" EAST 5.0 FEET ALONG SAID RIGHT-OF-WAY, THENCE SOUTH 77°23'19" EAST 158.54 FEET ALONG THE SAID RIGHT-OF-WAY, THENCE NORTH 00°52'27" EAST 638.49 FEET TO THE QUARTER LINE, THENCE NORTH 89°16'11" WEST 774.77 FEET ALONG THE SAID QUARTER LINE TO THE POINT OF BEGINNING, TOGETHER WITH THAT PORTION OF THE VACATED SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY BEING APPURTENANT TO THE ABOVE DESCRIBED LANDS.

AND

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4 RUNNING THENCE NORTH 89°16'11" WEST (ASSUMED BEARING) 1961.49 FEET ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, THENCE NORTH 00°23'01" EAST 95.58 FEET, THENCE NORTH 72°13'38" EAST 2055.30 FEET TO THE EAST LINE OF THE SAID NORTHEAST 1/4, THENCE SOUTH 00°11'58" EAST 747.95 FEET ALONG THE SAID EAST LINE TO THE POINT OF BEGINNING.

ALL LYING IN AND BEING A PART OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 3/4 OF THE SOUTHEAST 1/4, AND THE EAST 2 OF THE NORTH 1/4 OF THE SOUTHEAST 1/4, LESS THAT PORTION PLATTED AS DOGWOOD ESTATES, PHASE V, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE 95, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, ALL IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LESS THOSE LANDS DESCRIBED IN OR BOOK 622, PAGE 190, OF SAID PUBLIC RECORDS.

PARCEL 3:

ALL THAT PORTION OF THE NORTHWEST 1/4, AND OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING NORTHERLY OF THE CENTERLINE OF THE VACATED RIGHT-OF-WAY OF SEABOARD COASTLINE RAILROAD, ALL IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS THOSE LANDS DESCRIBED IN OR BOOK 244, PAGE 335 AND ALSO LESS THOSE LANDS DESCRIBED IN OR BOOK 1499, PAGE 858, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

AND ALSO LESS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 11, DOGWOOD ESTATES, PHASE - VI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE

61, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, THENCE SOUTH 88° 32'03" EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 11 301.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, THENCE SOUTH 07°53'09" WEST 25.16 FEET, THENCE NORTH 88°32'03" WEST 318.57 FEET, THENCE NORTH 39°18'55" EAST 31.70 FEET TO THE POINT OF BEGINNING. ALL LYING IN AND BEING SITUATED IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.

AND ALSO LESS: A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 18 AND 19, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF LOT 8, BLOCK B, DOGWOOD ESTATES, PHASE - VI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 61, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19, THENCE SOUTH 01°40'22" WEST ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4 96.30 FEET, THENCE NORTH 89°18'48" WEST 122.71 FEET, THENCE NORTH 98.00 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK B, DOGWOOD ESTATES, PHASE - VI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 61, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, THENCE SOUTH 88°32'03" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 8 125.55 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS THAT PORTION THEREOF PLATTED AS DOGWOOD ESTATES, PHASE IV, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE 47, AND LESS THAT PORTION OWNED BY BROOKSVILLE GOLF AND COUNTRY CLUB, INC. AS DESCRIBED IN OR BOOK 244, PAGE 335, ALL IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND ALSO THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 20 EAST, LYING SOUTH AND WEST OF THOSE LANDS OWNED BY BROOKSVILLE GOLF AND COUNTRY CLUB DESCRIBED IN OR BOOK 244, PAGE 335, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 5:
LOTS 1,2,3,4,13,14,15 AND 16, BLOCK B, EAST BROOKSVILLE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 9, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 6:
ALL THAT PORTION OF LOTS 5 AND 12, BLOCK B, EAST BROOKSVILLE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 9, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF MCINTYRE ROAD.

AND

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 18 AND 19, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18, THENCE N 89°26 '05" E, ALONG THE SOUTH BOUNDARY AND EXTENSION THEREOF OF DOGWOOD ESTATES, PHASE IV, AS RECORDED IN PLAT BOOK 16, PAGE 47, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, 1353.52 FEET TO THE POINT OF BEGINNING AND A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 250.00 FEET, A DELTA OF 02°06' 31", A CHORD BEARING OF N 36°18' 47" E AND A CHORD OF 9.20 FEET; THENCE ALONG THE ARC OF SAID CURVE 9.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF BROOKSVILLE GOLF AND COUNTRY CLUB, AS RECORDED IN OFFICIAL RECORD BOOK 1749, PAGE 510, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH BOUNDARY OF SAID BROOKSVILLE GOLF AND COUNTRY CLUB THE FOLLOWING THREE (3) COURSES (1) S 55°18'29" E 177.93 FEET, (2) N 80°33' 41" E 275.01 FEET, (3) N 37°22' 04" E 23.28 FEET; THENCE N 89°32' 00" E, 154.79 FEET, THENCE S 00°28' 00" E 170.30 FEET; THENCE S 14°06' 12" E 658.52 FEET; THENCE S 54°21' 36" W 395.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 75.00 FEET, A DELTA OF 107°19' 41", A CHORD BEARING OF N 71°58' 33" W AND A CHORD OF 120.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 140.49 FEET TO THE POINT OF TANGENCY; THENCE N 18°18' 43" W 627.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 650.00 FEET, A DELTA OF 08°20' 14", A CHORD BEARING OF N 14°08' 35" W AND A CHORD OF 94.50 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.58 FEET TO THE POINT OF TANGENCY; THENCE N 09°58' 28" W 209.93 FEET; THENCE S 80°01' 32" W 120.88 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 250.00 FEET, A DELTA OF 34°48'42", A CHORD BEARING OF N 17°51' 11" E AND A CHORD OF 149.57 FEET; THENCE ALONG THE ARC OF SAID CURVE 151.89 FEET TO THE POINT OF BEGINNING.

AND ALSO

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 18 AND 19, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE N 89° 26' 05" E, ALONG THE SOUTH BOUNDARY AND EXTENSION THEREOF OF DOGWOOD ESTATES, PHASE IV, AS RECORDED IN PLAT BOOK 16, PAGE 47, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA 135.80 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID DOGWOOD ESTATES THE FOLLOWING SIX (6) COURSES: (1) N 89E 26' 05" E 444.69 FEET, (2) N 35°26' 40" E 153.28 FEET, (3) N 12°56' 11" E 123.35 FEET, (4) N 11° 43' 35" E 264.74 FEET, (5) N 06°11' 55" E 110.20 FEET, (6) N 24°08' 28" W 42.11 FEET TO THE SOUTH BOUNDARY OF BROOKSVILLE GOLF AND COUNTRY CLUB AS RECORDED IN OFFICIAL RECORD BOOK 1749, PAGE 510 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH BOUNDARY OF SAID BROOKSVILLE GOLF AND COUNTRY CLUB THE FOLLOWING FOUR (4) COURSES: (1) S 89° 36' 31" E 197.31 FEET, (2) S 02°03' 27" E 177.50 FEET, (3) S 28°36' 24" E 319.98 FEET, (4) S 55°18' 29" E 136.92 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 425.00 FEET, A DELTA OF 46°14' 24", A CHORD BEARING OF S 13°08' 43" W AND A CHORD OF 333.76 FEET; THENCE ALONG THE ARC OF SAID CURVE 342.99 FEET TO THE POINT OF TANGENCY; THENCE S 09°58' 28" E 164.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET, A DELTA OF 08°20' 14", A CHORD BEARING OF S 14°08' 35" E AND A CHORD OF 138.12 FEET; THENCE ALONG THE ARC OF SAID CURVE 138.24 FEET TO THE POINT OF TANGENCY; THENCE S 18° 18' 43" E 230.89 FEET THENCE S 71° 41' 17" W 152.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 655.00 FEET, A DELTA OF 15° 12' 15", A CHORD BEARING OF S 64° 05' 10" W AND A CHORD OF 173.30 FEET; THENCE ALONG THE ARC OF SAID CURVE 173.81 FEET TO THE POINT OF TANGENCY; THENCE S 56°29' 03" W 135.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 170.00 FEET, A DELTA OF 94°50' 07", A CHORD BEARING OF N 76° 05' 54" W AND A CHORD OF 250.34 FEET; THENCE ALONG THE ARC OF SAID CURVE 281.38 FEET TO THE POINT OF TANGENCY; THENCE N 28° 40' 51" W 201.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 455.00 FEET, A DELTA OF 15°14' 35", A CHORD BEARING OF N 36° 18' 08" W AND A CHORD OF 120.69 FEET; THENCE ALONG THE ARC OF SAID CURVE 121.05 FEET TO THE POINT OF TANGENCY; THENCE N 43° 55' 26" W 156.36 FEET; THENCE N 28°25' 30" E 86.41 FEET; THENCE N 06°27' 38" E 69.89 FEET; THENCE N 35° 32' 04" E 78.28 FEET; THENCE N 48°11' 19" E 84.34 FEET; THENCE N 37°10' 55" E 156.85 FEET; THENCE WEST 458.98 FEET TO A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 340.00 FEET, A DELTA OF 08° 15' 01", A CHORD BEARING OF N 03° 28' 03" E AND A CHORD OF 48.92 FEET; THENCE ALONG THE ARC OF SAID CURVE 48.96 FEET TO THE POINT OF TANGENCY; THENCE N 00° 39' 27" W 34.40 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, GO THENCE NORTH 01° 29'59" EAST AND ALONG THE WEST LINE OF THE AFORESAID SECTION 18, A DISTANCE OF 636.21 FEET; THENCE SOUTH 87°42' 08" EAST, A DISTANCE OF 356.54 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 87°42' 08" EAST, A DISTANCE OF 579.47 FEET; THENCE SOUTH A DISTANCE OF 180.25 FEET; THENCE SOUTH 26°44' 00" EAST, A DISTANCE OF 319.98 FEET; THENCE SOUTH 53°26' 05" East, A DISTANCE OF 487.38 FEET; THENCE NORTH 82° 29' 39" EAST, A DISTANCE OF 275.06 FEET; THENCE NORTH 39°18' 55" EAST, A DISTANCE OF 735.78 FEET; THENCE NORTH 06° 59' 02', A DISTANCE OF 629.16 FEET; THENCE NORTH 08°07' 38" EAST, A DISTANCE OF 1045.11 FEET; THENCE NORTH 06°39'00" EAST, A DISTANCE OF 577.94 FEET; THENCE NORTH 15°16' 54" WEST, A DISTANCE OF 450.46 FEET TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 41°29' 50", A RADIUS OF 527.93 FEET; A TANGENT DISTANCE OF 200 FEET; A CHORD BEARING AND DISTANCE OF NORTH 36° 01' 49" WEST, 374.06 FEET; THENCE ALONG THE ARC A DISTANCE OF 382.36 FEET; THENCE NORTH 56° 46' 44" WEST, A DISTANCE OF 194.95 FEET; THENCE NORTH 29°59' 59" WEST, A DISTANCE OF 340 FEET; THENCE NORTH 79°11' 38" WEST, A DISTANCE OF 1053.75 FEET; THENCE SOUTH 15° 07' 17" WEST A DISTANCE OF 238 FEET; THENCE SOUTH 22°44' 38" EAST, A DISTANCE OF 272.05 FEET; THENCE SOUTH 36°22' 56" WEST, A DISTANCE OF 71.43 FEET; THENCE SOUTH 71°59' 58" WEST, A DISTANCE OF 490.51 FEET; THENCE SOUTH 29°10' 34" WEST, A DISTANCE OF 400 FEET; THENCE SOUTH A DISTANCE OF 103.21 FEET; THENCE SOUTH 34° 54' 41" EAST, A DISTANCE OF 355.03 FEET; THENCE SOUTH 00°43' 35" EAST, A DISTANCE OF 1260.98 FEET; THENCE SOUTH 00° 10' 43" EAST, A DISTANCE OF 707.75 FEET TO THE POINT OF BEGINNING.

Location: Approximately 1.2 Miles East of U.S. 41 on the north side of Mondon Hill Road

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 Planned Development Project (CPDP) and the zoning map of the City of Brooksville shall be amended accordingly. The Special Exception Use consideration for a Combined Planned Development Project is subject to the following conditions:
 - A. ~~Within three (3) years of the Council's approval of the Planned Development Project (PDP) zoning and the Combined Planned Development Project (CPDP) special exception use approval~~ On or before June 16, 2013, the petitioner/developer will need to initiate the construction or subdivision process (as applicable), providing preliminary plat plans that address infrastructure needs, and construction plans that reflect the preliminary plat (all being consistent with the requirements of the city's subdivision and/or planned development project regulation). Otherwise, this SEU approval becomes null and void.
 - B. Development of the described property will be subject to all applicable terms and conditions as outlined in the Amended and Restated Development Agreement between the City of Brooksville and Majestic Oaks Partners, LLC, as executed August 15, 2005, and recorded in OR Book 1967, Pages 1650-1670; the Amended and Restated Utility Service Agreement entered into between the City and the property owner on August 9, 2005, and recorded in OR Book 2089, Pages 675-696; and the terms and conditions of a tri-party Agreement entered into between the City of Brooksville, Hernando County and Majestic Oaks Partners, LLC, dated January 25, 2005. The Agreements (as may be amended in the future) referenced in this section shall supercede provisions that may be made within this zoning/special exception use consideration to the extent that there may be a contradiction or inconsistency between the documents.
 - C. Unless specifically addressed to the contrary within the executed Amended and Restated Development Agreement or within conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification shall apply to all residential areas within this PDP as if they are zoned R3; and to all commercial areas within this PDP as if they are zoned C2; and to all recreation areas/facilities, for purposes of setbacks, landscaping and buffering requirements, shall be subject to performance standards as if they were zoned C2.
 - D. Uses or infrastructure for this project that may not be specifically addressed within the Amended and Restated Development Agreement or by existing code standards will be brought to the City Council for consideration. Council action on such items may be considered either independently or as a part of the plat approval process for each phase of this development.
 - E. Development of this property will be subject to meeting all applicable federal, state and local agency permitting requirements, and the petitioner/developer must obtain all

- permits and meet all applicable land development regulations, for construction or use of the property.
- F. Pursuant to an interlocal agreement between the City, County and the Hernando County School Board, the developer must coordinate with the Hernando County School District to determine if adequate school capacity exists for each school level based on the number of residential units to be constructed by the development. If adequate capacity does not exist, the developer may propose and the school district may accept a proportionate share mitigation settlement to address any identified deficiency. School concurrency issues related to a proposed development must be resolved prior to the approval of construction plans. Based on the planned number of residential units, school district staff estimate that approximately 420 students could be generated by this development.
- G. A portion of the Good Neighbor Trail is planned to run through the southern portion of this property from east to west. Right-of-way for said trail must be reflected on all future plat documents and dedications provided for accordingly. The rezoning master plan needs to be revised to reflect the right-of-way for the trail to be included within the subject property, where said trail runs adjacent to and parallel with other privately-owned properties lying south of the subject property. A twenty-four foot minimum right-of-way width is required through the property to provide for the trail, consistent with the American Association of State Highway and Transportation Official's (AASHTO's) "guide for the development of bicycle facilities," 1999 edition, and best management practices established for existing trails in Hernando County. The City's Director of Public Works may require additional trail right-of-way in certain areas to accommodate for severe topography and drainage conditions.
- H. This zoning/special exception is required to adhere to the specifications and requirements of the Majestic Oaks Mixed Use District (MOMUD) as defined in Policy 1-5 of the City's Comprehensive Plan. The maximum density/intensity of use considered by this zoning approval may not exceed the quantities specified in Policy 1-5 for the MOMUD.
- I. The minimum residential lot widths for this development are:
- | | | |
|---------------------|---|-----|
| Attached Villas | - | 30' |
| Duplexes | - | 35' |
| Detached Villas | - | 40' |
| Single-Family Homes | - | 45' |
- J. The minimum residential setbacks for this development are (Note- These setbacks are applicable to all portions of the principal structure, including roof overhangs, building appurtenances and pool enclosures if the roof from the principal structure is extended over the pool):
- | | | |
|-------------------|---|------|
| Front | - | 20' |
| Side | - | 5.5' |
| Rear | - | 10' |
| Side (Corner Lot) | - | 15' |
- K. The petitioner shall provide adequate buffers around the perimeter of the property that are consistent with or exceed City adopted standards.
- L. This project will be required to be designed to meet all applicable standards established by the Southwest Florida Water Management District and the City of Brooksville for the treatment of storm water.

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: _____ By: _____
Janice L. Peters, City Clerk Lara Bradburn, Mayor

PASSED on First Reading December 21, 2009
NOTICE Published on _____
PASSED on Second & Final Reading _____

Approved as to 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



Zoning Petition
Majestic Oaks Developers, LLLP,
Majestic Oaks Partners, LLC and
Brooksville Country Club, LLC
574 .4 Acres +/- Total

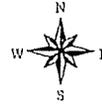
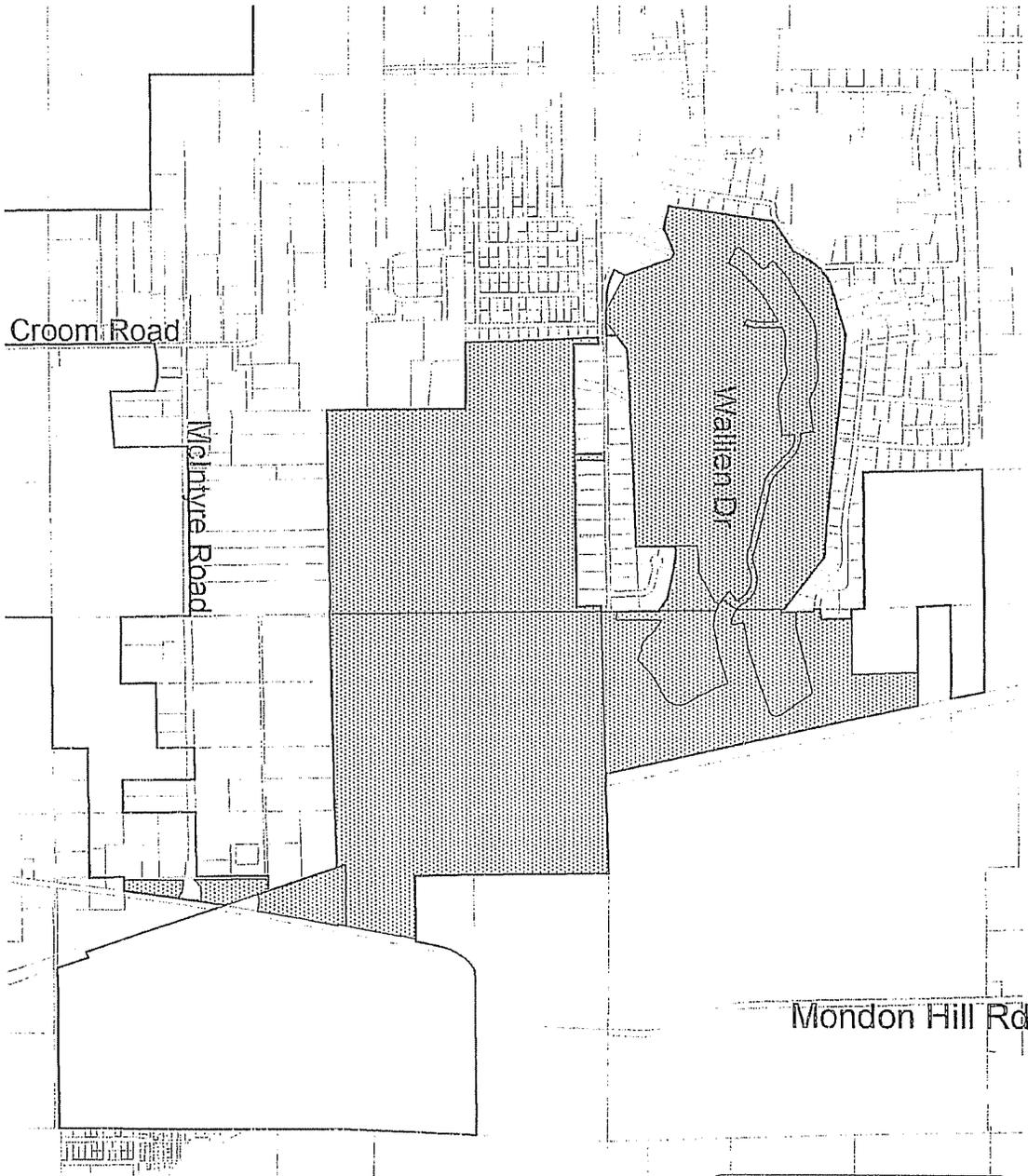


Exhibit "A"



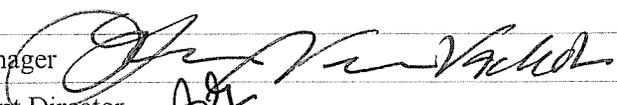
Prepared by
City of Brooksville
Community Development Depart
05-14-08

Zoning
Ordinance No. 759

Legend

-  Majestic oaks & lccc zoning shp
-  City Boundary as of August 14 2006

MEMORANDUM

To:	Honorable Mayor and City Council
Via:	T. Jennene Norman-Vacha, City Manager 
Via:	Bill Geiger, Community Development Director 
From:	Steve Gouldman, AICP, Planner, Community Development 
Subject:	Amendment to Code of Ordinances-Chapter 101, Adequate Public Facilities
Petitioner:	City of Brooksville Community Development Department
Location:	Citywide.
Date:	December 21, 2009

Introduction & Background Information:

The purpose of this request is to amend Chapter 101 (Adequate Public Facilities) of the City of Brooksville’s Code of Ordinances. Specifically, the amendment addresses concurrency requirements for public school facilities and modifies the standards and methodology to assess transportation impacts of new development on roadway level of service.

On May 18, 2009, the City Council adopted remedial Comprehensive Plan Amendment CPA 2009-L1 (Ordinance No. 775) modifying the Public School Facilities Element in the City’s Comprehensive Plan. The remedial PSFE amendment was subsequently transmitted to the Department of Community Affairs (DCA) for review and a determination of compliance was issued by DCA. A Stipulated Settlement Agreement and a restated and amended Interlocal Agreement designed to obtain the finding of compliance by DCA was included with the Plan amendment. The attached amendments to Chapter 101 are necessary to implement the Comprehensive Plan Amendment and are required by the Stipulated Settlement Agreement and the Interlocal Agreement.

Regulatory Framework

The attached proposed regulations will bring the City's current Adequate Public Facilities into conformance with Chapter 163.3194 of the Florida Statutes which mandates that communities enact regulations consistent with its adopted Comprehensive Plan amendment regarding concurrency for public school facilities. The modifications to the existing regulations include:

- Definitions of: Available school capacity; Concurrency service area; Contiguous concurrency area; District facilities work program; Financial feasibility; Finding of available school capacity; Finding of no available school capacity; FISH capacity; Parks and recreation areas; Proportionate share mitigation; Proportionate share mitigation agreement; and School interlocal agreement;
- Processes for available capacity application and review;
- Expiration periods for concurrency certificates;
- Exemptions from public school concurrency requirements;
- Minimum standards for satisfying school concurrency requirements;
- Traffic study requirements; and
- Public school facilities proportionate fair-share mitigation methods.

Budget Impact:

The modifications contained in the Ordinance will have no financial impact.

Legal Review:

The City Attorney will review the Ordinance for legal sufficiency prior to presentation to City Council.

Staff/Planning & Zoning Commission Recommendation:

On December 9, 2009, the Planning & Zoning Commission concurred with staff to recommend that City Council approve the attached Ordinance No. 782 amending the Adequate Public Facilities regulations.

Attachment: Draft Adequate Public Facilities Ordinance

ORDINANCE NO.: 782

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING AMENDMENTS TO SUBPART B, LAND DEVELOPMENT CODE, CHAPTER 101 (GENERAL ADMINISTRATIVE), ARTICLE V (ADEQUATE PUBLIC FACILITIES) OF THE CITY OF BROOKSVILLE CODE OF ORDINANCES; PROVIDING FINDINGS; AMENDING LAND DEVELOPMENT REGULATIONS REGARDING ADEQUATE PUBLIC FACILITIES AND CONCURRENCY; ADDING PROVISIONS PERTAINING TO PUBLIC SCHOOL FACILITIES; ADDING PROVISIONS IMPLEMENTING PUBLIC SCHOOL CONCURRENCY AND INCORPORATING SCHOOL CONCURRENCY INTO THE CITY'S LAND DEVELOPMENT REGULATIONS; MODIFYING LAND DEVELOPMENT REGULATIONS FOR TRANSPORTATION CONCURRENCY METHODOLOGY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 163.3177, 163.31777, 163.3180(13) and 1013.33(1), *Florida Statutes*, require coordination of planning between the city and the Hernando County School District (the "School District") to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and,

WHEREAS, Section 1013.33(10), *Florida Statutes*, requires that the location of public educational facilities shall be consistent with the city's comprehensive plan and implementing land development regulations; and,

WHEREAS, the School District is obligated to maintain and implement a financially-feasible 5-year work program for capital facilities based on the level of service standards provided for in the city's comprehensive plan and Chapter 101, Article V, of the City of Brooksville Code of Ordinances; and,

WHEREAS, the city has the sole authority to undertake land use planning and to implement necessary land development regulations within the City of Brooksville city limits; and,

WHEREAS, the city was required to amend its Comprehensive Plan pursuant Sections 163.3177, 163.31777, and 163.3180(13), *Florida Statutes*, regarding implementation of public school concurrency; and,

WHEREAS, following advertisement and a public hearing, the City of Brooksville City Council adopted a Public School Facilities Element ("PSFE"), also referred to as CPA2009-L1, as an amendment to the city's Comprehensive Plan; and,

WHEREAS, pursuant to Section 163.3194, *Florida Statutes*, the city is now required to amend its land development regulations consistent with its recently adopted comprehensive plan amendment regarding concurrency for public school facilities; and

WHEREAS, new standards and methodology have been developed for Hernando County to assess transportation impacts of new development on roadway level of service, and the city deems it appropriate to adopt and implement similar studies and methodology for consistency and compatibility with local transportation impacts on the roadway level of service.

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

SECTION 1: Amending Chapter 101 (General Administrative), Article V (Adequate Public Facilities), Sec. 101-81 through 101-95. Chapter 101 (General Administrative), Article V (Adequate Public Facilities), Sec. 101-81 through 101-95 is amended to read as follows, with underlined text added and struck-through text deleted:

Sec. 101-81. Short title.

This article shall be known and may be cited as the "Adequate Public Facilities Ordinance."

Sec. 101-82. Findings.

The City Council of the City of Brooksville, Hernando County, Florida, finds that:

- (1) F.S. § 163.3167 requires the City of Brooksville, Hernando County, Florida, to prepare and adopt a comprehensive plan as scheduled by the Department of Community Affairs; and
- (2) The City Council conducted public hearings relating to the adoption of the city comprehensive plan in accordance with F.S. § 163.3167; and
- (3) It is the responsibility of the city council to adopt regulations that adequately plan for and guide growth and development within the city; and

- (4) F.S. § 163.3202 requires that the city adopt land development regulations to provide that public facilities and services meet or exceed the adopted level of service standards set forth in the city comprehensive plan; and,
- (5) Rule 9J-5.0055, Florida Administrative Code, establishes the minimum requirements necessary to ensure the facilities and services needed to support development are available concurrent with the impacts of such development; and,
- (6) The city council, in adopting this article, is establishing the sole procedure for determining the adequacy of public facilities at the time of development; and,
- (7) The proportionate fair-share program provides a method by which the impacts of development on transportation and public school facilities can be mitigated by the cooperative efforts of the public and private sectors.

Sec. 101-83. Intent and purpose.

It is the intent of this article to establish minimum criteria for the concurrency management system and authorize the preparation of an administrative procedure for determining that public facilities and services meet or exceed the adopted level of service standards set forth in the city comprehensive plan.

Sec. 101-84. Definitions.

For purposes of this article, the following words and phrases shall have the meanings specified hereinafter:

Available capacity review: A preliminary review conducted by the city to determine if an application for a rezoning or special exception is consistent with the comprehensive plan. Adequate public facilities for potable water, sewage treatment, drainage, solid waste, ~~recreation~~ parks and recreation facilities, public schools and transportation must be available in order to deem the request consistent with the city comprehensive plan.

Available school capacity: shall refer to the circumstance where there is sufficient school capacity, based on adopted Level of Service (LOS) standards, to accommodate the demand created by a proposed development.

Certificate of concurrency: The certificate issued by the city upon finding that an application for a development permit meets the standards set forth in the city comprehensive plan for public facilities and services.

Concurrency management system: The procedures and/or process that the local government will utilize to assure that development orders and

permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

Concurrency service area or CSA is used in the context of school concurrency and, for purposes of this article, shall refer to the geographic unit adopted by the City within which school concurrency is applied and determined, as referenced in Rule 9J-5.025, *Florida Administrative Code*.

Contiguous CSA shall refer to a public school concurrency service area (CSA) which is directly abutting another CSA boundary line.

Development: The carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into two or more parcels.

District facilities work program or 5-year work program is used in the context of school concurrency and shall refer to the financially feasible 5-year listing of capital outlay projects adopted by the School Board pursuant to s. 1013.35., *Florida Statutes*, as part of the district educational facilities plan, which is required in order to: (1) properly maintain the educational plant and ancillary facilities of the district; and (2) provide an adequate number of satisfactory student stations for the projected student enrollment of the district in K-12 programs in accordance with the goal in s. 1013.21, *Florida Statutes*. Financial feasibility shall be determined using professionally accepted methodologies.

Equivalent residential unit (ERU): The numerical value associated with the average household size of single-family dwelling units.

Financial feasibility shall have the same meaning as defined in s. 163.3164, *Florida Statutes*, as such statute may be amended or renumbered from time to time.

Finding of available school capacity shall mean a determination by the school district that public school concurrency has been achieved, based on the projected impacts of the proposed development. A finding of available school capacity may be based on an executed proportionate share mitigation agreement.

Finding of no available school capacity shall mean a determination by the school district that public school concurrency has not been achieved, based on the projected impacts of the proposed development and the failure of the applicant to proffer an acceptable proportionate share mitigation agreement.

FISH Capacity or Capacity is used in the context of school concurrency and shall refer to the Florida Inventory of School Houses ("FISH") report of permanent capacity of existing public school facilities.

The FISH Capacity is the number of students that may be housed in a facility (public school) at any given time based upon a percentage by school type (i.e. elementary, middle, and high) of the total number of existing student stations and a designated size for each program. In the City of Brooksville and Hernando County, permanent capacity does not include temporary classrooms unless they meet the standards for long-term use pursuant to s. 1013.20, Florida Statutes.

Parks and recreation facilities shall mean public land which has been designated for recreational activities including but not limited to nature trails, boating, picnicking, beaches, playgrounds, ball fields, basketball or tennis courts, pedestrian/bicycle paths, open space and wilderness areas.

Proportionate Share Mitigation shall refer to an applicant's voluntary provision of public school facilities proportionate to a development proposal's impact on school capacity. Proportionate Share Mitigation options may include contribution of or payment for land acquisition; construction or expansion of, or payment for construction of public school facilities; or the creation of mitigation banking based on the construction of public school facilities, in exchange for the right to sell capacity credits to other residential development affecting those facilities. Proportionate Share Mitigation must be identified in a Work Program, unless the School District has committed itself in a Proportionate Share Mitigation Agreement to include the mitigation in the Work Program during the next annual update to the Work Program.

Proportionate Share Mitigation Agreement shall refer to a voluntary, legally-binding commitment to provide Proportionate Share Mitigation to ensure public school concurrency can be achieved, where school capacity would not otherwise be adequate to support the demand resulting from approval of a development proposal at the time the development proposal is being considered. The Applicant, School District and the City shall be parties to a Proportionate Share Mitigation Agreement pursuant to s. 163.3180(13)(e)1, Florida Statutes.

Public facilities and services: The following facilities and services for which level of service standards have been established in the city comprehensive plan:

- (1) Potable water.
- (2) Sewage treatment.
- (3) Drainage.
- (4) Solid waste disposal.
- (5) Parks and recreation facilities.
- (6) Transportation.

(7) Public schools.

School Interlocal Agreement shall refer to that certain agreement between Hernando County, the City of Brooksville and the Hernando County School District titled "2009 Amended and Restated Interlocal Agreement", together with any subsequent amendments, which sets forth the processes and procedures necessary to coordinate their respective plans and to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently.

Sec. 101-85. Available capacity review.

- (a) In order to determine if an application for a rezoning or special exception is consistent with the provisions of the comprehensive plan, an available capacity review may be conducted by the city. This procedure is a review and does not constitute a binding determination by the city.
- (b) The following public facilities will be reviewed for adequacy to serve the subject site: potable water, sewage treatment, drainage, solid waste, parks and recreation facilities, public schools and transportation:
 - (1) For potable water, sewage treatment, drainage, solid waste, parks and recreation facilities, and transportation - where capacity will not be available to serve the property seeking a development permit and alternative mitigation is not available or agreeable, then the city may use the lack of such infrastructure capacity as a basis for denial of the development permit.
 - (2) For public schools - where capacity will not be available to serve students from the residential property seeking a development permit and alternative mitigation is not available or agreeable, then the city may use the lack of school capacity as a basis for denial of the development permit.
- (c) ~~The applicant shall be required to sign an affidavit stating it is understood that the a~~Available capacity review is not a concurrency determination and does not relieve the applicant from applying for a concurrency determination.
- (d) Any person may request an available capacity review at any time for the public facilities identified in this article.

- (e) A nonrefundable available capacity review fee will be established by resolution of the city council.

Sec. 101-86. Certificate of concurrency.

- (a) A valid certificate of concurrency must be issued to a property owner or his designated representative prior to the issuance of the following development orders or approvals, as applicable:
 - (1) Zoning permit.
 - (2) Building permit.
 - (3) Conditional/preliminary subdivision plat approval.
 - (4) Final subdivision plat approval.
 - (5) Development orders for Developments of Regional Impact (DRI's), with the exception of school concurrency pursuant to s. 163.3180(13)(e).
 - (6) Construction drawing approval.
 - (7) Development agreements, with the exception of school concurrency pursuant to s. 163.3180(13)(e).
- (b) The property owner or his designated representative shall apply for a certificate of concurrency by filing a technically complete sworn application and application fee with the community development department upon a form to be provided by the department.
- (c) The city council shall establish an appropriate fee structure by resolution and such fees shall be filed with the application for a certificate of concurrency.
- (d) If the proposed development is to be developed in different parts, stages or phases, then the certificate of concurrency shall only apply to that specific part, stage or phase for which a concurrency determination is sought.
- (~~e~~) If the application is deemed concurrent, a certificate of concurrency will be issued by the city. ~~If a development requires more than one development permit, the issuance of the certificate of concurrency shall occur prior to the issuance of the initial development permit. For developments requiring multiple development permits, the certificate of concurrency will be valid to project completion provided development continues in accordance with the standards and time frames authorized by the initial development permit.~~

(ef) If the application is deemed not to be concurrent, the applicant will be notified in writing by the city.

(fg) The burden of meeting the concurrency test shall be upon the applicant. The city will direct the applicant to the appropriate staff to assist in the preparation of the necessary documentation and information for inclusion into their application.

(h) It is the responsibility of the applicant to ensure that the application for a certificate of concurrency is complete and sufficient and all required information has been provided to the city and, for public school facilities, the Hernando County School Board.

(i) Application process.

(1) Within ten (10) working days of receipt of a complete school concurrency application, the city will transmit said application to the school district for a determination of whether there is adequate school capacity, for each level of school, to accommodate the proposed development, based on the LOS standards, concurrency service areas, and other standards set forth in this article.

(2) Within thirty (30) days of receipt of the initial transmittal from the city, the school district will review the school concurrency application and, based on the standards set forth in this Article, report in writing to the City:

a whether adequate school capacity exists for each level of school, based on the standards set forth in this Article and its adopted Comprehensive Plan; or

b if adequate capacity does not exist, whether appropriate mitigation can be accepted, and if so, acceptable options for mitigation, consistent with this Article.

Sec. 101-87. Concurrency certificate validity.

(a) ~~An application for a development order must be initiated within three (3) months from the date the certificate of concurrency is issued to remain valid. If the development order has not been obtained within one (1) year from the date the certificate of concurrency was issued, the certificate shall expire~~ certificate of concurrency shall be applied for at the time an application is made for any development order or approval referenced in the preceding section.

(b) ~~If a development order has not been secured within one year from the date of the issuance of the certificate of concurrency, the applicant may apply to the city to extend the certificate's validity period. A certificate of concurrency shall expire simultaneously with the development order or approval it accompanied including any extensions or renewals thereof unless a different expiration period is provided in a valid development agreement between the property owner and the city or in a DRI development order issued by the city pursuant to s. 380.06(15), Fla. Stat.. Furthermore and notwithstanding anything in this article to the contrary, no person may claim any vested or grandfather rights to concurrency absent either: i.) a valid and current written certificate of concurrency; ii.) a valid and current development agreement between the property owner and the city as approved by the city council and signed by the mayor; or iii.) a valid DRI development order issued by the city pursuant to s. 380.06(15), Fla. Stat. The application to extend the validity period must be received by the city at least 30 days prior to the expiration of the certificate of concurrency. The applicant must demonstrate just cause exists for the extension. The city will consider the following factors in making the determination:~~

~~(1) The inability to secure a development order was due to actions of a regulatory agency following submission of a complete application;~~

~~(2) The applicant was required to redesign the project as a result of conditions attached to permits issued by regulatory agencies; or~~

~~(3) Any other relevant circumstances beyond the control of the applicant.~~

~~Upon meeting any of the above criteria, the city manager may extend the applicant's certificate for a period not to exceed 90 days. The decision of the city manager is appealable to the city council.~~

- (c) The certificate of concurrency shall apply to the land and is therefore transferable from owner to owner of the subject ~~project~~ and parcel(s) for the specific project upon which the certificate of concurrency was issued; however, in no event may the certificate of concurrency be transferred off-site or to any other project or parcel(s) .
- (d) Any alteration in scope, density, magnitude, location, project traffic circulation and/or distribution for the subject property must be reported to and approved by the city for certificate re-evaluation. If such alterations are not reported, the certificate of concurrency will be subject to revocation.
- (e) Public facilities must serve land development ~~adequately according to~~ in accordance with the adopted level of service standards contained within the city comprehensive plan. This certificate of concurrency when issued by the city verifies ~~adequacy~~ adequate capacity and ~~will reserve capacity until it expires~~ its stated expiration date as provided in sub-paragraph (b) above. ~~It~~ Notwithstanding anything to the contrary, a certificate of concurrency offers no other assurance, does not approve any development order, and does not grant any development rights.

Sec. 101-88. Exemption from adequate public facilities review and concurrency review.

- (a) The purpose of the concurrency review is to determine a project's impact on the provision of public facilities/services. The following will be exempt from the concurrency review for potable water, sewage treatment, drainage, solid waste, parks and recreation facilities and transportation:
 - (1) single-family home or duplex and
 - (2) nonresidential projects consisting of less than one thousand five hundred (1,500) square feet of floor space, generating less than twenty (20) average daily trips (ADT), and using less than five hundred (500) gallons of water per day.
- (b) The following shall be exempt from the requirements of public school concurrency:
 - (1) Single-family lots of record established prior to the effective date of this ordinance.
 - (2) Duplex lots of record established prior to the effective date of this ordinance.

- (3) Amendments to any residential development approval which do not increase the number of residential units or change the type of residential units proposed.
- (4) Any residential development that has a current and valid certificate of concurrency issued prior to the effective date of this ordinance.
- (5) A project or any portion of a project that is age restricted and subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of 55, or is restricted to affordable housing as defined in s. 420.5095, Florida Statutes, as such statues may be amended or renumbered from time to time. The City shall require a separate development agreement with the applicant and/or evidence of recordable deed restrictions ensuring such commitment to provide senior or age restricted housing, affordable housing, and/or workforce housing.
- (6) Any residential development which has been determined exempt by the Hernando County School District.
- (7) All non-residential uses.
- (8) Residential development that generates less than one student (The applicable student multipliers in effect at the time of submittal shall be utilized).

Sec. 101-89. Minimum requirements for concurrency.

A development order will be issued only if the proposed development does not lower the existing level of service of a facility/service below the adopted level of service in the city comprehensive plan, provides mitigation in accordance with the terms of the concurrency management requirements or which results in only de minimus impacts as defined in F.S. § 163.3180(6) as such section may be amended or renumbered. The minimum criteria to satisfy concurrency requirements have been established in Rule 9J-5.0055 *et seq*, Florida Administrative Code, subject to this article and the following additional requirements-:

- (1) For potable water, sewer, solid waste and drainage the following standards must be met, at a minimum, to satisfy the concurrency requirement:
 - a. The necessary facilities and services are in place at the time a development permit is issued; or

- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
 - c. The necessary facilities are under construction at the time a permit is issued; or
 - d. The necessary facilities and services are guaranteed in an enforceable development agreement. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur.
- (2) For parks and recreation facilities, the criteria under subsection (1) above may be applied or the following minimum standards may be applied:
- a. At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or,
 - b. The necessary facilities and services are guaranteed in an enforceable development agreement which requires commencement of actual construction of the facilities or the provision of services within one year of the issuance of the applicable development permit. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220 or an agreement or development order issued pursuant to F.S. ch. 380.
- (3) Transportation.
- a. Transportation supply (capacity). Transportation supply shall be determined on a segment by segment basis in accordance with the requirements of the city's comprehensive plan and the terms of this article. For concurrency purposes, all segments on the city's thoroughfare plan shall be considered. Capacity for segments will be based either on FDOT's generalized capacity tables or individual segment capacity studies utilizing professionally accepted standards and methodologies approved by the city community development and public works departments' directors. Transportation supply for each segment is:
 - b. Transportation supply is as follows:
 - 1. The segment's existing peak hour, peak season, peak direction capacity; or

2. The segment's new roadway capacity if facility expansion for the segment is proposed and if:
 - i. At the time the development order or permit is issued, the facility expansion is under construction; or
 - ii. A development order or permit is issued subject to a condition that the facility expansion needed to serve the new development is included in the city's or county's adopted five-year schedule of capital improvements and is scheduled to be in place or under actual construction not more than three years after issuance of the project's first building permit or its functional equivalent. For purposes of this section, the city may recognize and include transportation projects included in the first three years of the adopted Florida Department of Transportation five-year work program. In order to apply this provision to a facility expansion project, the capital improvements element (CIE) must include the following policies:
 - A. The estimated date of commencement of actual project construction and the estimated date of project completion, and
 - B. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements of the city's or county's adopted comprehensive plans; or
 - iii. At the time a development order or permit is issued, the facility is the subject of a binding executed agreement which requires the facility to be in place or under actual construction no more than three years after the issuance of the project's first building permit or its functional equivalent; the agreement may assign all or a portion of the created capacity; or
 - iv. At the time a development order or permit is issued, the facility is guaranteed in an enforceable development agreement, pursuant to F.S. § 163.3220 or an agreement or development order issued pursuant to F.S. ~~e~~Ch. 380 to be in place or under actual construction not more than three years after issuance of a building permit

or its functional equivalent. [F.S. § 163.3180(2)(c)]; the agreement may assign all or a portion of the created capacity; or

- v. The segment is the subject of a proportionate fair-share agreement. In such case, the segment capacity increase reflected in the proportionate fair share agreement shall be available only to the parties to a proportionate fair share agreement.

(4) For public school facilities the following standards must be met, at a minimum, to satisfy the concurrency requirement:

a. Applicability: All new residential development shall be subject to public school facilities concurrency unless exempted under this article.

b. Concurrency service areas (CSAs):

1. CSAs will be developed based upon school attendance zones so that there is school capacity in each concurrency service area or contiguous concurrency service area to meet the adopted level of service standard within the 5-year time frame contained in the School Board's adopted 5-year work program (as such work program is updated annually by the School Board) and incorporated by reference into the city's Capital Improvement Element.

2. CSAs shall be subsequently modified to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the adopted LOS standards, and taking into account policies which:

i. minimize transportation costs;

ii. limit maximum student travel times;

iii. affect desegregation plans;

iv. achieve socio-economic, racial and cultural diversity objectives;

v. recognize capacity commitments resulting from the development approvals by the city for the CSA; and,

vi. recognize capacity commitments resulting from development approvals by the city for contiguous CSAs.

3. All CSAs will be described geographically and appropriately mapped.

c. Calculation of capacity:

The school district will determine whether adequate school capacity exists for a proposed residential development based on the adopted LOS as follows:

1. Calculate total public school facilities by adding the capacity provided by existing public school facilities, except magnet/lottery schools, to the capacity of any planned school facilities.

2. Calculate available public school capacity by subtracting from the total public school facilities the sum of:

i. used capacity;

ii. the portion of reserved capacity projected to be developed within three (3) years;

iii. the portion of previously approved development projected to be developed within three (3) years; and

iv. the demand on public schools created by the proposed development.

d. Determination of sufficient school capacity for residential development:

1. In determining whether there is sufficient school capacity to accommodate a proposed residential development, the School district will consider:

i. Subject CSA. Available capacity will be determined based upon permanent FISH capacity of existing and planned facilities at each public school type (i.e. elementary, middle and high); and,

ii. Contiguous CSA. If the projected student growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, then each

contiguous CSA will be reviewed for available capacity pursuant to this article and shall take into account:

- (a) Travel time and distance (school bus route from the school to the site of the proposed development should not exceed 50 minutes);
- (b) Where school capacity is reserved for a specific academic or magnet program(s) at a particular school or for establishing student diversity, then such capacity cannot be claimed in a contiguous concurrency service area for purposes of determining available capacity; and,
- (c) Where two CSAs are separated or divided by the Withlacoochee State Forest, then they shall not be deemed contiguous for purposes of determining available capacity.

2. In conducting the contiguity review, the school district shall first use the contiguous CSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the CSA with the next most available capacity until all contiguous CSAs have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued. If a contiguous CSA is identified having available capacity, then the actual development impacts shall be shifted to that CSA having available capacity (this shift shall be accomplished in accordance with School Board Policy and which may include, without limitation, appropriate boundary changes or shifting future student assignments).

e. Issuance of residential development orders predicated on sufficient public school facility capacity:

- 1. The issuance of development orders for new residential units shall be predicated on the availability of public school capacity.
- 2. Whether there is adequate public school capacity to accommodate students generated by the proposed development for each type of public school within the

affected CSA consistent with the adopted LOS standard will take into consideration that:

- i. Adequate public school facilities will be in place or under actual construction within three (3) years after the issuance of the subdivision approval or site plan (or functional equivalent); or,
 - ii. Adequate public school facilities are available in an adjacent CSA and the impacts of development can be shifted to that area; or,
 - iii. The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the subdivision approval or site plan (or functional equivalent) pursuant to this Article.
3. If the impact of the proposed development will not occur until years 2 or 3 of the School Board's financially feasible work plan, then any relevant programmed improvements in those years shall be considered available capacity for the project and factored into the level of service analysis. If the impact of the project will not occur until years 4 or 5 of the work plan, then any relevant programmed improvements shall not be considered available capacity for the project unless funding of the improvements is assured through School Board funding to accelerate the project, through proportionate share mitigation, or some other means.
4. If the school district determines that adequate capacity does not exist but that the developer's proffered proportionate share mitigation agreement is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period.
5. The city will issue a certificate of concurrency for public schools only upon:

- i. the school district's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation; or,
- ii. the execution of a legally binding mitigation agreement between the applicant, the school board and the city.

(45) In determining the availability of services or facilities, a developer may propose and the ~~county~~ city may approve developments in stages or phases so that the facilities and services needed for each phase will be available ~~in accordance with the standards required by this section~~ concurrent with the impacts of the proposed development.

Sec. 101-90. Facilities/services subject to concurrency determination.

A concurrency determination shall be made for the following public facilities/services:

- (1) Potable water.
- (2) Sewage treatment.
- (3) Drainage.
- (4) Solid waste disposal.
- (5) Parks and recreation facilities.
- (6) Transportation.
- (7) Public schools.

Sec. 101-91. Facility/service demand calculations.

The following calculations shall be used to determine the projected demand of the proposed project described in an application for a development permit on the public facilities and services. The information necessary to enable the city to perform the facility/service demand calculations in the following shall be provided by the applicant to the ~~county~~ city.

- (1) *Potable water:* Adopted LOS = 242 gal./day/equivalent residential unit (ERU) 242 gal x _____ ERU's = demand

- (2) *Sewage treatment:* Adopted LOS = 220 gal./day/ERU 220 gal x
 _____ ERU's = demand
- (3) *Drainage:* Adopted LOS is equivalent to and no less than the regulations of the Southwest Florida Water Management District for closed basins, as provided for in the Florida Administrative Codes 40D-4 and 40D-40, ~~as effective on March 1, 1988.~~
- (4) *Solid waste:* Adopted LOS = 6.2 lbs./day/person (nonresidential uses are included in the city's comprehensive plan adopted LOS). Solid waste will be calculated on a ~~county~~ city-wide basis at regular intervals. Current estimate is 6.2 lbs. per capita. Population x 6.2 lbs. per day = Demand
- (5) *Parks and recreation facilities:*

Recreation and Open Space	Minimum Standards
Picnic table	20 per 6,000 persons
Swimming pool	1 per 10,000 persons
Baseball field (regulation)	1 per 6,000 persons
Tennis court	1 per 2,000 persons
Basketball court	1 per 5,000 persons
Volleyball court	1 per 5,000 persons
Recreational building	1 per 15,000 persons
Outdoor theater	1 per 20,000 persons
Shooting range	1 per 50,000 persons
Golf course	1 per 25,000 persons
Equipped play area	1 per 3,000 persons
Multi-use court	1 per 10,000 persons
Shuffleboard	1 per 6,000 persons
Handball court	1 per 10,000 persons
Horseshoe court	1 per 5,000 persons
Multi sport play field	1 per 5,000 persons

- (6) *Transportation:* ~~Refer to the city comprehensive plan for the adopted level of service standards.~~
- a. ~~Determine the number of trips generated by the proposed project during the p.m. peak hour, using the most recent edition of ITE's trip generation, with no adjustment for internal capture or passerby trips.~~

- ~~b. If the project is calculated to generate more than 50 p.m. peak-hour trips per day, a transportation study shall be done. The report shall be signed and/or sealed by a registered professional engineer.~~
- ~~1. If a transportation study is not required as per section [101-92] of this article, the applicant is required to provide only the existing plus project directional p.m. peak-hour traffic volumes distributed to the closest functionally classified roadway link(s) from all project entrances.~~
 - ~~2. The data shall be in conformance with notes in section 101-91(6)e.3. of existing conditions below.~~
- ~~e. If a transportation study is required, it shall be obtained and submitted by the applicant for a development permit at the applicant's expense.~~
- ~~d. "Unacceptable degradation," for the purpose of evaluating transportation impacts on backlogged facilities, means that the number of vehicular trips per day generated by the development on the impacted link(s) exceeds two percent of LOS "D" for the functional classification of the thoroughfare as given in the FDOT LOS maximum volume generalized tables.~~
- ~~e. Requirements of transportation study:~~
- ~~1. *Preapplication meeting.* A preapplication meeting between the city and the applicant is strongly recommended. The purpose of this meeting will be to review the transportation study methodology and procedure and to determine the study period. This will typically include a p.m. peak-hour analysis; however, other time periods may also be required in the analysis.~~
 - ~~2. *Define study area.* The study area is defined as roadways impacted by the project at four and one-half percent of daily LOS "D" capacity.~~
 - ~~3. *Existing conditions.* The following transportation network information shall be provided:~~
 - ~~i. Existing directional p.m. peak-hour traffic volumes and level of service on all city and county-designated collectors and arterials within the study area.~~
 - ~~ii. Existing turning movement volumes at the impacted intersection(s) and intersection(s) level(s) of service.~~

Notes:

- A. ~~The above required data shall be no older than the previous calendar year. The data must be the most recent available from the city, county or from another approved source. Volumes shall be adjusted to reflect annual conditions using current FDOT seasonal adjustment factors for the county or other adjustment factors approved by the city.~~
 - B. ~~The above required level(s) of service for roadways shall be determined in accordance with current FDOT generalized level of service procedures.~~
 - C. ~~The above required intersection capacity(s) shall be determined using computer software based on the most recent edition of the highway Capacity Manual, Special Report 209, Transport Research Board, National Research Counsel.~~
- iii. ~~The Florida Department of Transportation (FDOT) Tables of Generalized Daily Level of Service Maximum Volumes or associated highway capacity software will be used to determine initial highway capacities. The measurement of capacity may also be determined by substantiation in the form of engineering studies signed and sealed by a licensed professional engineer. Traffic analysis techniques must be technically sound and justifiable as determined by the FDOT. Alterations to capacity on the state highway system beyond ranges established by agreement between the city and FDOT shall require FDOT review and approval.~~
4. ~~Projection of background traffic. Volume(s) shall be projected for the year of the project completion. Volumes can be determined using one of the following procedures:~~
- i. ~~Multiplying existing volumes by an annual growth factor provided by the city. Traffic generated by any major project approved since the traffic counts were conducted shall be included as background traffic.~~
 - ii. ~~Multiply existing volumes by an annual growth factor approved by the city. This growth factor~~

~~must be based on data collected on three roadways in the vicinity of the project over at least the last two years. Traffic generated by any major project approved since the traffic counts were conducted shall be included as background traffic.~~

~~iii. Develop a gravity model.~~

~~5. Project traffic generation. The following procedures and information shall be provided:-~~

~~i. To determine project traffic generation, the current edition of ITE's trip generation shall be used.~~

~~ii. Identify all project land uses, amount of development and trip rates.~~

~~iii. Trip rates may be obtained from studies of comparable sites in the county or using data from previous traffic generation studied and are subject to the approval of the city.~~

~~iv. Any proposed reduction factors for capture of trips between land uses of a mixed use project or for passerby trips shall be provided by the applicant at a pre-application/methodology meeting and approved by the city.~~

~~6. Project traffic distribution. One of the following methods shall be used:-~~

~~i. If the project generates fewer than 100 peak-hour trips, the distributions can be developed based on those of similar projects.~~

~~ii. For any project, a manual gravity model distribution can be developed. The travel-time method described in chapter 3 of the ITE Transportation and Land Development manual shall be used.~~

~~iii. For any project, a city-approved computerized distribution model, such as FSUTMS or QRS-II, may be developed.~~

a. Level of Service Standards. The LOS requirement shall be as provided for in the city comprehensive plan.

b. Traffic Study Requirements.

1. Purpose. The purpose of the traffic study or assessment is to identify the potential impacts of new development on the city and county roadway network. Such a study or assessment shall provide information for making a concurrency determination on each impacted segment of the road network. The study or assessment shall identify traffic volumes on each impacted roadway, identify where the adopted level of service is exceeded, and recommend potential solutions or improvements, The study or assessment will include segment and intersection analysis where appropriate or otherwise required.
2. Land Development Traffic Assessment ("LDTA") shall refer to a traffic study which has been prepared in accordance with the standards and methodology set forth in "Hernando County Traffic Study Procedures," by Tindale-Oliver & Associates (January 2008), as may be updated from time to time. The LDTA may be classified as "Minor" or "Major."
3. Determine the number of average daily trips generated by the proposed project using the most recent edition of the Institute of Transportation Engineers (ITE) Trip Generation manual (most current edition). No traffic study will be required for developments generating less than 100 average daily trips according to the ITE Trip Generation manual (most current edition). Trips will be assigned by the county to determine if adequate capacity is available on the road network in the impacted area. If the adopted level of service on the impacted roadway is exceeded, the applicant, at its expense, will be required to submit a Minor LDTA in accordance with the adopted study criteria.
4. If the project is calculated to generate more than one hundred (100), but less than one thousand (1,000) average daily trips according to the ITE Trip Generation manual (most current edition), a Minor LDTA shall be submitted by the applicant.
5. If the project is calculated to generate more than one thousand (1,000), average daily trips, according to the ITE Trip Generation manual, current edition, a Major LDTA shall be submitted by the applicant.

6. Comprehensive Plan Amendment. For applications that involve large scale plan amendments (i.e. 10 acres or more of land), and for small scale plan amendments that generate over 1,000 average daily trips according to the ITE Trip Generation manual (most current edition), a comprehensive plan amendment traffic study meeting LDTA standards and requirements shall be submitted by the applicant. Further, to the extent applicable, the study will include the data and analysis required by Rule Chapter 9J-5, Florida Administrative Code. Notwithstanding the foregoing, if the plan amendment encompasses 10 acres or more of land but generates less than 1,000 average daily trips, then the applicant may perform a 5-year concurrency analysis in lieu of the foregoing if approved in advance by the city.
7. Development of Regional Impact. For all applications which involve a development of regional impact (DRI), the applicant's traffic study shall include data and analysis relative to the Application for Development Approval (for the DRI) prepared in accordance with the methodology prescribed by Rule 9J-2.2045, Fla. Admin. Code, and Chapter 380.06, Florida Statutes, as may be amended or renumbered from time to time.
8. Signed and Sealed by Engineer. All traffic studies and assessments required under this section shall be prepared, signed, and sealed by a Professional Engineer registered and practicing in the State of Florida, qualified to perform traffic studies and assessments, and in accordance with professionally recognized industry standards.
9. If a Land Development Traffic Assessment (LDTA), a comprehensive plan amendment traffic study, or a development of regional impact traffic study pursuant to this section is required, it shall be prepared and submitted by the applicant at the applicant's expense.

(7) Public Schools:

- a. Level of Service (LOS) standards contained herein shall be used to determine whether sufficient public school capacity exists to accommodate future development projects, and evaluate the sufficiency of the Five-Year Schedule of Capital Improvements. The Five-Year Schedule of Capital Improvements shall be reviewed, updated, and adopted

annually thus ensuring those projects necessary to address existing deficiencies, and to meet future needs based upon the adopted level of service standards. The annual update to the Five-Year Schedule of Capital Improvements shall ensure the capital improvements program continues to be financially feasible and the level of service standards will continue to be achieved and maintained.

b. The Level of Service standards shall be applied consistently on a district-wide basis to all schools of the same type (i.e. elementary schools, middle schools, high schools).

c. The LOS standards to for schools shall be calculated as a percentage of FISH Capacity as follows:

1. Elementary: 100% of Permanent FISH Capacity for Permanent Student Stations, **and** 100% of Permanent FISH Capacity for Core Facilities (whichever is the greater number will be used for calculating student capacities for LOS).

2. Middle School: 100% of Permanent FISH Capacity for Permanent Student Stations, **and** 100% of Permanent FISH Capacity for Core Facilities (whichever is the greater number will be used for calculating student capacities for LOS).

3. High School: 100% of Permanent FISH Capacity for Permanent Student Stations, **and** 100% of Permanent FISH Capacity for Core Facilities (whichever is the greater number will be used for calculating student capacities for LOS).

4. Magnet schools will maintain the level of service standard for the type of school for which it is constructed whether an elementary, middle, or high.

5. For purposes of the this subsection, "Core Facilities" shall mean 'Permanent Cafeteria Capacity' based on FISH standards.

Sec. 101-92. Alternative demand calculations.

If the applicant claims the standards provided in the demand calculations are not applicable to the proposed project, the applicant shall submit appropriate documentation based on professionally

accepted methodology and practices supporting the proposed alternative demand calculation to the city. Any alternative calculation standard shall be subject to approval of the city and, if related to the determination of demands on public school facilities, the Hernando County School Board.

Sec. 101-93. Appellate procedures.

Any appeal of a denial of a certificate of concurrency for potable water, sewage treatment, drainage, solid waste, parks and recreation facilities and transportation shall be to the city council within 30 days of the decision receipt of written notification of denial. The notification of denial shall be provided via certified mail. Pursuant to Hernando County School District Policy 8.54., Any appeal of a denial of certificate of concurrency finding of no available school capacity by the school district for public schools shall be to the school district within 30 days of the issuance of the decision determination.

Sec. 101-94. Transportation facilities ~~P~~roportionate fair-share mitigation.

- (a) *Purpose and intent.* The purpose of this section is to establish a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors, to be known as the proportionate fair-share program, as required by and in a manner consistent with F.S. § 163.3180(16).
- (b) *Findings.* The city council finds and determines that transportation capacity is a commodity that has a value to both the public and private sectors and that the city proportionate fair-share program:
 - (1) Provides a method by which the impacts of development on transportation facilities can be mitigated by the cooperative and creative efforts of the public and private sectors;
 - (2) Allows developers to proceed under certain conditions, notwithstanding the failure of transportation concurrency, by contributing their proportionate fair share of the cost of expanding or improving a transportation facility;
 - (3) Contributes to the provision of adequate public facilities for future growth and promotes a strong commitment to comprehensive facilities planning, thereby reducing the potential for moratoria or unacceptable levels of traffic congestion; and
 - (4) Maximizes the use of public funds for adequate transportation facilities to serve future growth, and may, in certain circumstances, allow the city to expedite

transportation improvements by supplementing funds currently allocated for transportation improvements in the capital improvements element.

(c) *Applicability.* The proportionate fair-share program shall apply to any development project in the city where the project's traffic impact study or the city's community development or public works directors determine that there is insufficient capacity on one or more segments to satisfy the development project's transportation concurrency requirements. The proportionate fair-share program does not apply to developments of regional impact (DRIs) using proportionate fair share under F.S. § 163.3180(12) or to developments exempted from concurrency as provided in this article.

(d) *General requirements.*

(1) An applicant whose project meets the criteria of this section may choose to satisfy transportation concurrency requirements by making a proportionate fair share contribution, pursuant to the following requirements:

a. The proposed development is consistent with the comprehensive plan and applicable land development regulations, and

b. The five-year schedule of capital improvements in the city or county capital improvements element (CIE) includes one or more transportation improvements that, upon completion, will provide sufficient capacity for the deficient segments to accommodate the traffic generated by the proposed development.

(2) The city may choose to allow an applicant to satisfy transportation concurrency for a deficient segment, through the proportionate fair-share program, by the developer contributing to an improvement that, upon completion, will create additional capacity on the deficient segment sufficient to accommodate the additional traffic generated by the applicant's proposed development even if the improvement project for the deficient segment is not contained in the five-year schedule of capital improvements in the CIE where:

a. The city council holds an advertised public hearing to consider the proportionate share agreement and corresponding future changes to the five-year CIE, and

b. The city adopts, by ordinance or resolution, a commitment to add the improvement to the five-year CIE. To qualify for consideration under this section, the proposed schedule of capital improvements in the

CIE must be reviewed by the city council, and determined to be financially feasible pursuant to F.S. § 163.3180(16)(b)1 consistent with the comprehensive plan, and in compliance with the provisions of this article. Financial feasibility for this section means that additional contributions, payments or revenue sources to fund the improvement project are reasonably anticipated during a period not to exceed ten years.

- (3) If the funds allocated for the five-year schedule of capital improvements are insufficient to fully fund construction of a transportation improvement required by the concurrency management system, the city may enter into a binding proportionate fair-share agreement with the applicant authorizing construction of that amount of development on which the proportionate fair share is calculated if the proportionate fair share amount in such agreement is sufficient to pay for one or more improvements which will, in the opinion of the government entity or entities maintaining the transportation facilities, significantly benefit the impacted transportation system.
- (4) Improvements funded by the proportionate fair-share component must be adopted into the five-year capital improvements schedule at the next annual capital improvements update.
- (5) Any improvement project proposed to meet a developer's fair-share obligation must meet design standards of the city or county for locally maintained roadways in their jurisdiction and those of the Florida Department of Transportation (FDOT) for the state highway system.

(e) *Application process.*

- (1) Upon identification of a lack of capacity to satisfy transportation concurrency, an applicant may choose to satisfy transportation concurrency through the proportionate fair-share program pursuant to the requirements of this section.
- (2) Prior to submitting an application for a proportionate fair-share agreement, the applicant shall attend a pre-application meeting with appropriate staff to discuss eligibility, application submittal requirements, potential mitigation options, and related issues. If the impacted facility is on the strategic intermodal system (SIS), then the Florida Department of Transportation (FDOT) will be notified and invited to participate in the preapplication meeting.

- (3) Eligible applicants shall submit an application to the city that includes nonrefundable application fee as established by resolution, and the following:
- a. Name, address, and phone number of owner(s), developer and agent;
 - 1. Property location, including parcel identification numbers;
 - b. Legal description and survey of property;
 - c. Project description, including type, intensity, and amount of development;
 - d. Phasing schedule, if applicable;
 - e. Description of requested proportionate fair-share mitigation method(s);
 - f. Copy of concurrency application;
 - g. Copy of the project's traffic impact statement (TIS) or traffic impact analysis (TIA); and
 - h. Location map depicting the site and affected road network.
- (4) Within ten business days, the city manager shall review the application and certify that the application is sufficient and complete. If an application is determined to be insufficient, incomplete, or inconsistent with the general requirements of the proportionate fair-share program as indicated in this section, then the applicant shall be notified in writing of the reasons for such deficiencies within ten business days of submittal of the application. If such deficiencies are not remedied by the applicant within 30 days of receipt of the written notification, then the application shall be deemed abandoned. The city council may, in its discretion, grant an extension of time not to exceed 60 days to cure such deficiencies, provided that the applicant has shown good cause for the extension and has taken reasonable steps to effect a cure.
- (5) Pursuant to F.S. § 163.3180(16)(e) proposed proportionate fair-share mitigation for development impacts to facilities on the strategic intermodal system requires the concurrence of the Florida Department of Transportation (FDOT). If an SIS facility is proposed for proportionate share mitigation, the applicant shall submit evidence of an agreement between the applicant and the FDOT for inclusion in the proportionate fair-share agreement.

- (6) When an application is deemed sufficient, complete, and eligible, a proposed proportionate fair-share obligation and binding agreement will be prepared by the city or the applicant with direction from the city and delivered to the appropriate parties for review, including a copy to the FDOT for any proposed proportionate fair-share mitigation on a strategic intermodal system (SIS) facility, no later than 60 days from the date at which the application was determined to be sufficient and no fewer than 14 days prior to the city council meeting when the agreement will be considered.
- (7) The city shall notify the applicant regarding the date of the city council meeting at which the agreement will be considered for final approval. No proportionate fair-share agreement will be effective until approved by the city council.

(f) *Determining proportionate fair-share obligation.*

- (1) Proportionate fair-share mitigation for concurrency impacts may include, separately or collectively, private funds, contributions of land, and construction and contribution of facilities as provided in F.S. § 163.3180(16)(c).
- (2) A development shall not be required to pay more than its proportionate fair share. The fair market value of the proportionate fair-share mitigation for the impacted facilities shall not differ regardless of the method of mitigation as provided in F.S. § 163.3180(16)(c).
- (3) The methodology used to calculate an applicant's proportionate fair-share obligation shall be as provided for in F.S. § 163.3180(12), as follows:

The cumulative number of peak hour, peak direction trips from the complete build out of the proposed development, or build out of the stage or phase being approved, that are assigned to the proportionate share program segment divided by the change in the peak hour directional maximum service volume (MSV) of the proportionate share program segment resulting from construction of the proportionate share program improvement, multiplied by the anticipated construction cost of the proportionate share project in the year that construction will occur.

This methodology is expressed by the following formula:

$$\text{Proportionate fair share} = \sum [\{ (\text{Development Trips}_i) \div (\text{SV Increase}_i) \} \times \text{Cost}_i]$$

(Note: In the context of the formula, the term "cumulative" does not include a previously approved stage or phase of a development.)

Where:

Σ = Sum of all deficient links proposed for proportionate fair-share mitigation for a project.

Development Trips_i = Those trips from the stage or phase of development under review that are assigned to roadway segment "i" and have triggered a deficiency per the concurrency management system.

SV Increase_i = Service volume increase provided by the eligible improvement to roadway segment "i".

Cost_i = Adjusted cost of the improvement to segment "i". Cost shall consist of all improvements and associated costs, including design, right-of-way acquisition, planning, engineering, inspection, and physical development costs, directly associated with construction at the anticipated cost in the year that construction will occur.

- (4) For purposes of determining proportionate fair-share obligations, the city shall determine improvement costs based upon the actual and/or anticipated costs of the improvement in the year that construction will occur. These costs will be determined by the city's public works department. Accepted sources for determining improvement costs may include, but not be limited to, the most recent issue of FDOT transportation costs, as adjusted, based upon the type of cross-section, and locally available data from recent projects.
- (5) If the city has accepted an improvement project proposed by the applicant, then the value of the improvement shall be based on an engineer's certified cost estimate provided by the applicant and approved by the city's public works director or other method approved by the city's public works director.
- (6) If the city has accepted right-of-way dedication for the proportionate fair share payment, credit for the dedication of the non-site related right-of-way shall be valued on the date of the dedication at 120 percent of the most recent assessed value by the county property appraiser or, at the option of the applicant, by fair market value established by an independent appraisal approved by the city and will be at no expense to the city. Said appraisal shall assume no approved development plan for the site. The applicant shall supply a drawing and legal description of the land and a certificate of title or title search of the land to the city at no expense to the city. If the estimated value

of the right-of-way dedication proposed by the applicant (based on a city-approved appraisal) is less than the city estimated total proportionate fair-share obligation for that development, then the applicant must also pay the difference. If the estimated value of the right-of-way dedication proposed by the applicant (based on a city-approved appraisal) is more than the city estimated total proportionate fair-share obligation for the development, then the city will give the applicant roads impact fee credit for the difference.

(g) *Impact fee credit for proportionate fair-share mitigation.*

- (1) Proportionate fair-share mitigation payments for a development project shall be applied as a credit toward the roads impact fees assessed to that development project to the extent that all or a portion of the proportionate fair-share mitigation is used to address the same capital infrastructure improvements contemplated by the applicable impact fee ordinance.
- (2) Impact fee credits for a proportionate fair-share contribution will be determined when the roads impact fee obligation is calculated for the proposed development. If the applicant's proportionate fair-share obligation is less than the development's anticipated roads impact fee for the specific stage or phase of development under review, then the applicant must pay the remaining impact fee amount.
- (3) A proportionate fair-share contribution is intended to mitigate the transportation impacts of a proposed development at a specific location. As a result, any roads impact fee credit based upon proportionate fair-share contributions for a proposed development may not be transferred to any other location.
- (4) The amount of roads impact fee (RIF) credit for a proportionate fair-share contribution may be up to but shall not exceed the project's proportionate fair share amount. ~~and will be determined based on the following formula:~~

$$\text{RIF credit} = \left[\frac{\text{Proportionate fair share impacted roadways' VMT}}{\text{Total Project VMT}} \right] \times (\text{Total Project Roads impact Fee Liability})$$

Where:

$$\text{VMT (Vehicle miles of travel on a link)} = (\text{length of link}) \times (\text{number of trips assigned to that link})$$

$$\text{Total Project VMT} = \text{Total vehicle miles of travel on all links impacted by proportionate fair share project}$$

- (5) A proportionate fair share impact fee credit shall be applied consistent with the following formula:

Applicant payment = [(Total project roads impact fees assessed) + (Proportionate Share Payment)] - (RIF CREDIT)

(h) *Proportionate fair-share agreements.*

- (1) Upon executing a proportionate fair-share agreement (agreement) and satisfying other concurrency requirements, an applicant shall receive a city certificate of concurrency approval. Should the applicant fail to apply for building permits within the time frame provided for in the city concurrency certificate, then the project's concurrency vesting shall expire, and the applicant shall be required to reapply. Once a proportionate share payment for a project is made and other impact fees for the project are paid, no refunds shall be given. All payments, however, shall run with the land.
- (2) Payment of the proportionate fair-share contribution for a project and payment of other impact fees assessed to that project shall be due and must be paid prior to the effective date of the proportionate fair share agreement. The effective date shall be specified in the agreement and shall be the date the agreement is approved by the city council.
- (3) All developer improvements accepted as proportionate fair share contributions must be completed within three years of the issuance of the first building permit for the project which is the subject of the proportionate fair share agreement and be accompanied by a security instrument that is sufficient to ensure the completion of all required improvements. The security instrument shall conform to the subdivision construction security requirements utilized by the city community development department. It is the intent of this article that any required improvements be completed within three years of the issuance of the first building permit for the project which is the subject of the proportionate fair share agreement.
- (4) Dedication of necessary right-of-way for facility improvements pursuant to a proportionate fair-share agreement must occur prior to the effective date of the proportionate fair share agreement.
- (5) Any requested change to a development project subsequent to issuance of a development order shall be subject to additional proportionate fair-share contributions to the extent the change would increase project costs or generate additional traffic that would require mitigation.
- (6) Applicants may withdraw from a proportionate fair-share agreement at any time prior to the execution of the

agreement. The application fee and any associated advertising costs to the city are nonrefundable.

(7) The city may enter into proportionate fair-share agreements for selected corridor improvements to facilitate collaboration among multiple applicants on improvements to a shared transportation facility.

(i) *Appropriation of fair-share revenues.*

(1) Proportionate fair-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the city capital improvements element, or as otherwise established in the terms of the proportionate fair-share agreement. Proportionate fair-share revenues may also be used as the 50 percent local match for funding under the FDOT Transportation Regional Incentive Program (TRIP).

(2) In the event a scheduled facility improvement is removed from the capital improvements element (CIE), then the proportionate fair share revenues collected for its construction may be applied toward the construction of alternative improvements within that same corridor or sector where the alternative improvement will mitigate the impacts of the development project on the congested roadway(s) for which the original proportionate fair share contribution was made.

Sec. 101-95. Public school facilities proportionate fair-share mitigation.

(a) Purpose and intent: The purpose of this section is to establish a method whereby the impacts of proposed residential development on public school facilities can be mitigated by the cooperative efforts of the public and private sectors, to be known as the proportionate fair-share program, as required by and in a manner consistent with section 163.3180(13), Florida Statutes.

(b) Findings: The Brooksville City Council finds and determines that public school facilities capacity is a commodity that has a value to both the public and private sectors and that the city proportionate fair-share program:

1. Provides a method by which the impacts of development on public school facilities can be mitigated by the cooperative and creative efforts of the public and private sectors;

2. Allows developers to proceed under certain conditions, notwithstanding the failure of public school facilities concurrency, by contributing their proportionate fair share of the cost of expanding or improving a public school facility
3. Contributes to the provision of adequate public facilities for future growth and promotes a strong commitment to comprehensive facilities planning, thereby reducing the potential for moratoria or unacceptable levels of overcrowding at public school facilities; and
4. Maximizes the use of public funds for adequate public school facilities to serve future growth, and may, in certain circumstances, allow the school board to expedite public school facilities improvements by supplementing funds currently allocated for public school facilities improvements in the capital improvements element.

(c) *Applicability.* The proportionate fair-share program shall apply to any residential development project in the City of Brooksville where the project's impact indicates that there is insufficient capacity to satisfy the development project's public school facilities concurrency requirements. The proportionate fair-share program does not apply to developments exempted from concurrency as provided in this article.

(d) *General requirements:* An applicant whose project meets the criteria of this section may choose to satisfy public schools facilities concurrency requirements by making a proportionate fair share contribution, pursuant to the following requirements:

1. The proposed development is consistent with the comprehensive plan and applicable land development regulations, and
2. The school district determines that adequate capacity does not exist but that mitigation is an acceptable alternative, and the developer executes a legally binding commitment to provide mitigation acceptable to the School district proportionate to the demand for public school facilities created by the actual development project.

(e) Mitigation Alternatives

1. In the event the proposed project meets the requirements for proportionate fair share contribution, the following procedure shall be used.
 - a. The applicant shall initiate in writing a mitigation negotiation period with the school board in order to establish an acceptable form of mitigation, pursuant to s. 163.3180(13)(e), Florida Statutes, the city's comprehensive plan, and this article.
 - b. Acceptable forms of mitigation may include:
 - i The donation, construction, or funding of school facilities sufficient to offset the demand for public school facilities to be created by the proposed development.
 - ii Construction of a charter school that complies with the requirements of s. 1002.33(18), Florida Statutes.
 - iii The creation of mitigation banking based on the developer's construction and/or financing of a public school facility in exchange for the right to sell excess capacity credits (the selling of excess credits shall be limited to that area within the subject CSA or any abutting CSA) and as may be further limited by this Article.
2. The following standards apply to any proportionate share mitigation agreement:
 - a. Relocatable classrooms will not be accepted as mitigation.
 - b. Mitigation shall be directed to projects on the School Board's financially feasible 5-year work plan that the school district agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding development agreement between the school board, the city and the applicant. The development agreement shall be executed prior to the issuance of the applicable subdivision plat, site plan

or functional equivalent in the development review process.

- c. The Student Generation Formula used for calculating mitigation shall be as follows:

Number of Student Stations (by school type) =
Number of Dwelling units (by housing type) x
Student Generation Multiplier (by housing type
and school type)*

[* Student Generation Multipliers shall be based
upon the best available data and professionally
accepted methodology as presented in the
supporting data and analysis of the
Comprehensive Plan Public School Facilities
Element]

- d. Cost Per Student Station. For purposes of this Article, Cost Per Student Station estimates shall include, at a minimum, all costs of providing instructional and core capacity including land, site improvements, design, buildings, equipment, furniture, and costs of financing (if applicable). The capital costs associated with transportation of students shall not be included in the Cost Per Student Station estimate used for mitigation.

- e. The proportionate mitigation share amount shall be calculated as follows:

Proportionate Share Amount = Number of Student
Stations (by school type) x Cost per Student
Station (by school type)**

[** The above formula shall be calculated for
each housing type within the proposed development
and for each school type (elementary, middle,
high) for which a capacity deficiency has been
identified. The sum of these calculations shall
be the proportionate share amount for the
development under review.]

- f. If the School district agrees to the mitigation, the School district must commit to adding the improvement required for mitigation to its work plan and the city shall amend its capital improvements element/capital improvements schedule to adopt the school board's revised work program.
3. The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each public school type (elementary, middle, high, magnet):
- a. Multiply the number of new student stations required to serve the new development by the Cost Per Student Station (as estimated pursuant to sub-section (2) above).
- b. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need.

Summary of Concurrency Evaluation and Proportionate Share Mitigation

<u>Step 1</u>	<u>Determine number of students generated by development</u>	<u>Number of DUs (by unit type)</u> <u>MULTIPLIED BY</u> <u>Student Generation Rate (by DU type and School type)</u> <u>EQUALS</u> <u>Number of Student Stations needed to serve proposed development.</u>
<u>Step 2</u>	<u>Assess need for mitigation</u>	<u>Available Capacity (see § 101-89(4)c of this article)</u> <u>MINUS</u> <u>Number of new Student Stations needed to accommodate proposed development</u> <u>EQUALS</u> <u>Shortfall (negative number) or surplus (positive number) of capacity</u>

		<u>to serve proposed development.</u>
<u>Step 3</u>	<u>Evaluate available capacity in contiguous CSAs</u>	<u>If Step 2 results in a negative number, repeat Step 2 for one or more contiguous CSA. If this remains a negative number, proceed to Step 4.</u>
<u>Step 4</u>	<u>Calculate proportionate share mitigation</u>	<u>Additional Student Stations needed (negative number from Step 3)</u> <u>MULTIPLIED BY</u> <u>Cost per Student Station</u> <u>EQUALS</u> <u>Proportionate Share Mitigation obligation.</u>

4. Mitigation negotiation period

- a. If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant and the School district are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed by the applicant and the School district (together with the city) which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with the city's comprehensive plan and this Article. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements, if any, that the developer expects to receive in connection with its mitigation payment/donation under said agreement.
- b. If, after 90 days, the applicant and the School district are unable to agree to an acceptable form of mitigation, the School district will report an impasse to the city, in writing and the city will not issue a finding of adequate school capacity and associated certificate of school concurrency for the proposed development.
- c. The School district may grant up to two (2) ninety 90-day extensions to the mitigation negotiation period.

5. To the extent required under Florida law, mitigation must be proportionate to the demand for public school facilities to be created by the actual development of the property.

SECTION 2. Inclusion in Code. This ordinance shall be and become a part of the Code of the City of Brooksville, Florida, pursuant to Chapter 1, Sections 1-4 and 1-5 thereof.

SECTION 3. Conflict. Any ordinance or code of the City, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 4. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no matter affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 5. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS _____ DAY OF _____, 2009.

CITY OF BROOKSVILLE

By: _____
Lara Bradburn, Mayor

Attest: _____
Janice L. Peters, City Clerk

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

Approved as to 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



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA 
CITY MANAGER

FROM: JENNIFER C. REY, ESQ. 
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY
&
WILLIAM GEIGER 
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: IMPACT FEE ORDINANCE; ISSUES AND TIMELINE

DATE: DECEMBER 11, 2009

GENERAL SUMMARY: At its meeting on November 10, 2009, the County Commission approved Ordinance 2009-14 for the purpose of temporarily reducing impact fee rates. The reduced rates were effective December 1, 2009; and, if the Commission takes no further action, the reduced rates are set to expire as of November 30, 2010. The City currently opts-in to the County's impact fee structure through various interlocal agreements; therefore, the City's impact fee rates were reduced effective December 1, 2009.

At its Regular Meeting on November 16, 2009, the City Council gave staff direction to move forward in preparing the City to adopt its own impact fee ordinances independent of the County. This memo is to provide an outline of issues to consider and timeline for implementation of impact fee ordinances.

The City currently has six (6) different interlocal agreements with either the Hernando County Commission or the Hernando County School Board relating to impact fees.

- Interlocal Agreement Between Hernando County and the City of Brooksville Impact Fee – Public Capital Facilities dated April 25, 1995.
- Interlocal Agreement Between Hernando County and the City of Brooksville Impact Fee – Parks dated April 25, 1995.
- Interlocal Agreement Between Hernando County and the City of Brooksville Impact Fee – Roads dated April 25, 1995.
- Interlocal Agreement Between Hernando County and the City of Brooksville Impact Fee – Fire/EMS and Related Facilities of Hernando County Fire District dated June 6, 1995.
- Interlocal Agreement Between Hernando County and the City of Brooksville Impact Fee – Library dated October 5, 1992.
- Interlocal Agreement Between Hernando County School Board and the City of Brooksville Impact Fee – Educational Facilities dated July 11, 1995.

The Interlocal Agreement Between Hernando County School Board and the City of Brooksville references the County ordinance as the basis for the impact fee rate. The School Board impact fee is essentially a pass through fee. The City collects the fee from residents and passes it on directly to the School Board. In order to adopt a separate impact fee ordinance relating to Educational Facilities, the City would have to re-negotiate its interlocal agreement with the School Board. Amber K. Wheeler of the School Board confirmed that the School Board would prefer to remain tied to the County ordinance. Based on this information, a City ordinance on the impact fee for Educational Facilities will not be proposed. As a result, the City's Interlocal Agreement with the School Board for Educational Facilities will remain unchanged and the rates will be those set forth in County Ord. 2009-14.

The Interlocal Agreement Between Hernando County and the City of Brooksville regarding impact fees for library services will also remain unchanged. The Library Services Fee is also a pass-through impact fee. The City collects the impact fee and passes it on directly to the County. Therefore, the City's Interlocal Agreement with Hernando County for Library Services will remain unchanged and the rates will be those set forth in County Ord. 2009-14. The EMS fees is also a pass-through fee that would be handled in a similar manner as the Library fee. With respect to all other impact fees, staff is diligently working to research and draft proposed ordinances for City Council's consideration to include a separate ordinance for each of the following impact fees: Public Capital Facilities, Parks, Roads, and Fire.

There are timing requirements that need to be taken into account as the City considers its own impact fee ordinances. Although the City is attempting to keep impact fees unchanged from those in place prior to December 1, 2009, because the County Ordinance reduced rates before the City could take action, the City's action requires notice under the statute. Pursuant to Fla. Stat. 163.31801(3), the City must provide no less than 90 days prior notice before the effective date of the proposed ordinances. In addition, the City does not want to give notice of termination under its current Interlocal Agreements without having an approved ordinance on impact fees. Therefore, the City should postpone providing Notice of Termination of the Interlocal Agreements with Hernando County until after adoption of an ordinance on impact fees and expiration of the statutory notice period. Considering all of the notice requirements, the following proposed timeline is offered as an example of when a reinstatement of prior impact fee rates could take affect.

<i>Date</i>	<i>Event</i>
January 15, 2009	Drafts of Proposed Ordinances Completed
February 1, 2009	First Reading of Proposed Ordinances
March 1, 2009	Second Reading of Proposed Ordinances
March 2, 2009	90 Day Notice Period Required By Fla. Stat. 163.31801(3) Commences
April 30, 2009	30 Day Notice of Termination required by Interlocal Agreements
May 31, 2009	90 Day Notice Period Ends/ 30 Day Notice of Termination Ends
June 1, 2009	Effective Date of Impact Fee Reinstatement

In order for the City to impose and collect impact fees that meet the requirements of the dual rational nexus test, the City must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in population generated by the development or new construction. In addition, the City must show a reasonable connection or

rational nexus between the expenditures of the funds collected and the benefits accruing to the development. *St. Johns County v. Northeast Florida Builders Ass'n, Inc.* 583 So.2d 635 (Fla. 1991). *City of Punta Gorda v. Burnt Store Hotel, Inc.* 639 SO.2d 679 (Fla. 2nd DCA, 1994). To date, the City has not conducted its own impact fee study; it has historically relied on studies conducted by or adopted by the County. Therefore, by adopting its own ordinance relying on the County study would create legal risk with regard to the dual rational nexus test. This risk arises out of the fact that the County study is based on county-wide data and County expenditures on roads, public facilities and fire services. Whether or not this data meets the criteria of the dual rational nexus test with respect to the City is unclear.

Another related issue for which staff seeks direction and/or clarification is with respect to the study used in support of the ordinances. The County data was last revised in 2005 and pursuant to County ordinance the rates are re-evaluated every two years. However, no such review has occurred since 2005. Best practice standards indicate that impact fee study data should be reviewed no less than every five (5) years; therefore, the City would need to consider whether or not it should allocate funding for consultant fees to review and evaluate impact fee rates. The funding for consultant fees would require a budget amendment to allocate funds from the 09-10 Budget Reserves. It is estimated that such consult fees would range between \$50,000 to \$60,000.

The following table represents a summary of the fee amounts by land use type with Column "A" showing the current fee as of 12/01/2009, Column "B" showing the proposed City fees (tentatively from 06/01/2010 to 11/30/2010) and Column "C" showing the City/County fees as of 12/01/2010:

LAND USE TYPE	Column "A" (Current Fees as of 12/01/2009)	Column "B"* (City Fees - 06/01/2010 to 11/30/2010)	Column "C" (City/County Fees as of 12/01/2010)
Single Family Detached	\$4,968	\$7,308	\$9,229
Single Family Attached	\$3,719	\$5,215	\$6,497
Other Residential	\$4,968	\$7,308	\$9,229
Recreational Vehicle Lot	\$2,043	\$3,965	\$3,967
Mobile Home – 1 Acre	\$4,968	\$7,308	\$9,229
Mobile Home – Other	\$3,740	\$5,134	\$6,843
Multi-Family Unit, 1 & 2 story (fees per unit)	\$3,686	\$5,358	\$6,911
Multi-Family Unit, 3 & 4 story (fees per unit)	\$3,756	\$5,428	\$6,981
Hotel/Motel, 1 & 2 story (fees per unit)	\$2,043	\$3,965	\$3,967
Hotel/Motel, 3 story and over (fees per unit)	\$2,086	\$4,008	\$4,010
Restaurant, Under 30,000 sf & 36 ft. (per 1,000 sf)	\$7,614	\$14,241	\$14,247
Restaurant, Over 30,000 sf & 36 ft. (per 1,000 sf)	\$7,815	\$14,442	\$14,448
Medical, Under 30,000 sf (fees per 1,000 sf)	\$4,376	\$8,191	\$8,194
Medical, 30,000 sf & over (fees per 1,000 sf)	\$4,490	\$8,305	\$8,308
Retail, Under 30,000 sf & 36 ft. (fees per 1,000 sf)	\$3,493	\$6,399	\$6,404
Retail, 30,000 sf & 36 ft. & over (fees per 1,000 sf)	\$3,623	\$6,529	\$6,534
General Office, Under 30,000 sf (fees per 1,000 sf)	\$1,687	\$3,077	\$3,079
General Office, 30,000 sf & over (fees per 1,000 sf)	\$1,753	\$3,143	\$3,145
Industrial, Under 30,000 sf (fees per 1,000 sf)	\$1,126	\$2,093	\$2,094

LAND USE TYPE	Column "A" (Current Fees as of 12/01/2009)	Column "B"* (City Fees - 06/01/2010 to 11/30/2010)	Column "C" (City/County Fees as of 12/01/2010)
Industrial, 30,000 sf & over (fees per 1,000 sf)	\$1,160	\$2,127	\$2,128
Warehouse, Under 30,000 sf (fees per 1,000 sf)	\$806	\$1,497	1,498
Warehouse, 30,000 sf & over (fees per 1,000 sf)	\$830	\$1,521	\$1,522
Storage, Under 30,000 sf (fees per 1,000 sf)	\$408	\$752	\$753
Storage, 30,000 sf & over	\$423	\$767	\$768

**Column "B" represents a lower amount than Column "C" due to the "pass-through" fees discussed earlier in this memo for Educational Facilities, Library & EMS fees being reduced as per County Ordinance No. 2009-14. The largest reduction is in the Residential categories due to the significant decrease of the Educational Facilities fee.*

BUDGET NOTE: The current 09/10 Adopted Budget Impact Fee Revenues were estimated based on the impact fee rates in place prior to November 1, 2009; however, Impact Fees Revenues were budgeted very conservatively based on the current economic situation. If the consultant fees to review and evaluate impact fee rates are expended in the current fiscal year, then upon receipt of responses to a request for proposals, staff would seek a budget amendment to allocate funds from budget reserves to provide the necessary funding to complete the study. In the event that consultant fees, due to the timing of the commencement and completion of the study, extend into FY 10/11, then the 10/11 General Government Budget should include an expenditure for any further consultant fees.

LEGAL REVIEW: It is important for the City Council to recognize the legal risk it acquires by adopting its own impact fee ordinances. Under the existing Interlocal Agreements, the County has agreed to provide for any necessary legal defense in the event that the County impact fee ordinance is challenged in a legal action. Should the City proceed with adopting its own ordinance, the City risks incurring all the legal costs associated with defending the impact fee ordinance and the basis for the impact fee rates established therein. At this point, whether or not the City can properly use the County study to support impact fee rates for the City is unclear.

STAFF RECOMMENDATION: Staff seeks direction from the City Council as to whether or not the Council desires to continue moving forward with proposed ordinances for impact fees; and staff seeks direction from the City Council as to whether or not, given the possible legal risks, the Council desires to rely on the data produced in the County's 2005 study.

ATTACHMENTS: None.

12/21/09

Agenda Item MEMORANDUM



To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, CMC, City Clerk

Subject: Appointments on City Council Representatives on various City Boards, Intergovernmental Agencies or Outside Organizations

Date: December 8, 2009

Annually City Council appoints or ratifies Council Member representation on various city boards, intergovernmental agencies or outside organizations for the upcoming fiscal year.

Attached is a list of the current board representations, noting the current member representative. We have attempted to reflect the usual meeting date, time and place as it is known to staff but there may be some modifications once the Council Representative communicates with the respective board or agency (please notify staff of any subsequent changes or corrections so that future lists can be amended).

Please review the list and determine which boards or agencies you may be able to sit on for appointment by City Council. If you have any questions or need additional information, please contact this office.

**OUTSIDE AGENCIES, BOARDS AND COMMITTEES APPOINTED BY COUNCIL
MEETING DATES AND TIMES**

<p><u>ANTI-DRUG COALITION</u> 7074 Grove Road Daycare Behavioral House Theresa (ACenaps Corp 596-8000) hernandoantidrug.org Richard Lewis, Vice Mayor</p>	<p>Last Wed of each month at 3:30 pm</p>
<p><u>BROOKSVILLE BUSINESS ALLIANCE</u> Sallie Petrie PO Box 313 Brooksville FL 34605 Lara Bradburn, Mayor David Pugh, Council Member, Alternate</p>	<p>2nd Thurs of each month at 5:30 pm at Rising Sun Café</p>
<p><u>CHILDREN'S ADVOCACY CENTER/COMMUNITY ALLIANCE</u> 880 Kennedy Boulevard PO Box 896 Janice Roy 754-8809</p>	<p>2nd Thurs of every other month at 10:00 am (2/11/10 first mtg) Mid-Florida Services Building Community Alliance at 9:00 am</p>
<p><u>COMMITTEE AGAINST ASSAULTS ON LAW ENFORCEMENT OFFICERS</u> Mickey Cook 797-9102 1030 Cloverleaf Circle Brooksville FL 34601 Joe Johnston, Council Member</p>	<p>1st Wed of each month from 5-6:00 pm at Christ Lutheran Church 475 North Avenue (except Feb 3 Annual Workshop From 5-7:00 pm)</p>
<p><u>ELDER AFFAIRS</u> Dianna Cox 20 N Main Street 4th Floor Brooksville FL 34601 Richard Lewis, Vice Mayor</p>	<p>INACTIVE AT PRESENT</p>
<p><u>FLORIDA LEAGUE OF CITIES INC</u> (Action Committees) Fiscal Stewardship Legislative Council Rene Flowers, President 301 S Bronough St Suite 300 PO Box 1757 Tallahassee FL 32302-1757 850-222-9684 (fax 850-222-3806) www.flcities.com INTERGOVERNMENTAL COMMITTEE Joe Johnston ENERGY & ENVIRONMENTAL COMMITTEE Joe Bernardini FINANCE & TAXATION COMMITTEE David Pugh GROWTH MGMT & TRANSPORTATION Lara Bradburn URBAN ADMINISTRATION COMMITTEE No Representative</p>	<p>Varies; notices are mailed</p>
<p><u>HEART OF FLORIDA LEAGUE</u> Charles Grant David Pugh, Council Member T Jennene Norman-Vacha, City Manager, Alternate</p>	<p>INACTIVE AT PRESENT (need new contact/number)</p>

**OUTSIDE AGENCIES, BOARDS AND COMMITTEES APPOINTED BY COUNCIL
MEETING DATES AND TIMES**

<p><u>HERNANDO COUNTY FAIR ASSOCIATION INC</u> 6436 Broad Street Brooksville FL 34601 Joy Jackson 352-796-4552 Mailing Address: PO Box 10456, Brooksville FL 34605 Joe Bernardini, Council Member</p>	<p>Usually 2nd Thurs of each month at 6:00 pm at Fairgrounds</p>
<p><u>JUVENILE JUSTICE COUNCIL</u> Richard Lewis, Vice Mayor</p>	<p>INACTIVE AT PRESENT</p>
<p><u>METROPOLITAN PLANNING ORGANIZATION</u> 20 N Main Street, Room 262 Brooksville FL 34601 Tina 754-4057 ext 28032 Lara Bradburn, Mayor</p>	<p>4th Tues of Jan-Jul, Sept-Oct 3rd Tues of Aug No Meeting in Nov 2nd Tues of Dec at John Law Ayers County Comm Chambers</p>
<p><u>SHERIFF'S DEPARTMENT/CITY COMMUNITY BOARD</u> Sheriff Nugent/Captain Mike Owens PO Box 10070 Brooksville FL 34601</p>	<p>INACTIVE AT PRESENT</p>
<p><u>SUNCOAST LEAGUE OF CITIES</u> Bernie Young and Ginny Harrell PO Box 530065 St Petersburg FL 33747-0065 Bernie 727-480-2883 Ginny 727-612-2246 David Pugh, Council Member</p>	<p>NOT GETTING RENEWED</p>
<p><u>TAKE STOCK IN CHILDREN</u> Pasco-Hernando Community College Eva Davis 797-5108 11415 Ponce de Leon Boulevard Brooksville FL 34601 Richard Lewis, Vice Mayor</p>	<p>Held Quarterly on the 1st Wed of the designated month at North Campus at 5:30 pm</p>
<p><u>TOURIST DEVELOPMENT COUNCIL</u> 26 S Brooksville Avenue Brooksville FL 34601 Richard Lewis, Vice Mayor</p>	<p>4th Thurs of each month at 3:00 pm at I-75 Best Western Tourist Development Office</p>
<p><u>WITHLACOCHEE REGIONAL PLANNING COUNCIL</u> 1241 SW 10th Street Ocala FL 34474-2798 Joe Johnston, Council Member</p>	<p>3rd Thurs of each month in Ocala Executive Board at 6:30 pm Full Board at 7:00 pm</p>
<p><u>WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY</u> PO Drawer 190 Tallahassee FL 32302 Joe Bernardini, Council Member **Travel & Per Diem reimbursed by WRWSA to Member</p>	<p>3rd Wed of each month at 4:30 pm Held in alternating places: Ocala, Hernando, Citrus and Sumter</p>
<p><u>YOUTH AND FAMILY ALTERNATIVES</u> Gloria Gorby 727-835-1635 ext 304 18377 Clinton Boulevard, Brooksville FL 34601</p>	<p>Leadership Council Meeting Meeting dates will be discussed on 1/11/10 at Noon</p>

CITY BOARDS/COMMITTEES

BEAUTIFICATION BOARD Joe Bernardini, Council Member	2 nd Tues of each month at 5:30 pm in Council Chambers
BROOKSVILLE CEMETERY ADVISORY COMMITTEE Richard Lewis, Vice Mayor	As announced in Council Chambers
CDBG CITIZENS TASK FORCE Joe Johnston, Council Member	INACTIVE AT PRESENT
GOOD NEIGHBOR TRAIL ADVISORY COMMITTEE Lara Bradburn, Mayor	As necessary
PARKS AND RECREATION ADVISORY BOARD Joe Bernardini, Council Member	As announced in Council Chambers

CITY BOARDS/COMMITTEES – NON-COUNCIL REPRESENTATIVES

BROOKSVILLE HOUSING AUTHORITY	3 rd Tues of each month at 6:00 pm (regular meetings) in COB Council Chambers
FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES	Required to meet quarterly, but no set date or time. Held more frequently if needed in Council Chambers
POLICE PENSION TRUST FUND BOARD OF TRUSTEES	Required to meet quarterly in Council Chambers
PLANNING AND ZONING COMMISSION	2 nd Wed of each month in Council Chambers

Memorandum

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, CMC, City Clerk

Subject: Advisory Board Positions

Date: December 10, 2009

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

As a result, the following applications are being submitted to City Council for consideration of appointment as follows:

- a) Beautification Board – Student Representative
Consideration of appointment of student representative.

Chelsea Anne Crawford
 Levi Joseph Hancock
 Tiffany Rose Lucy

- b) Cemetery Advisory Committee
Three (3) positions to fill 4-year terms of office through December 31, 2013. Board members must be city residents or have a documented connection to the Cemetery.

Charles P. Brewer	Current Member Reapplying
Clarke "Doug" Davis	Current Member Reapplying
Joseph Merritt	New Applicant
Jamielove Miller*	New Applicant

*(Not a City resident but Volunteers at Cemetery and owns lots therein.)

- c) Parks and Recreation Advisory Board
Two (2) positions to 4-year terms of office through December 31, 2013.

William "Ernie" Chatman, Jr.	Current Member Reapplying
Mark S. Blanton	Current Member Reapplying

- d) Planning & Zoning Commission
 One (1) Alternate position to fill an expiring 4-year term of office through December 31, 2013
 One (1) Alternate position to fill an unexpired 4-year term of office through December 31, 2011
 One (1) Full board position to fill an expiring 4-year term of office through December 31, 2013.

Shannon R. (Pettry) Dempsey	Current Alternate Reapplying
Ronald H. Lawson	New Applicant
Anthony D. Pedonesi	New Applicant

Financial Impact

None.

Legal Impact

Council has the authority to appoint advisory board members.

Recommendation

Staff recommends appointment/ratification of members to the positions indicated.

**BEAUTIFICATION BOARD
STUDENT REPRESENTATIVE**



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

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

New Application Re-application

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

Name: Crawford, Chelsea Anne
(Last) (First) (Middle)

Address: 9475 Wallien Drive, Brooksville FL, 34601

Mailing Address (if different): _____

Business Address: _____

Occupation: _____

Business Phone: _____ Home Phone: 352-799-3874

Email address: crawfordsonya@hotmail.com

Do you reside within the City limits? Yes No

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

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

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

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

Why would you like to serve on this board? So I could have experience
in a group/organization and get community
service hours.

What special skills would you bring to this position? Artistic skills,
computer skills in Microsoft Word, and writing/
literary skills.

List fields of work experience: _____

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

Local References (Please list three (3)):

1. Tracey Kuka
2. Marguerite Wallerton
3. Janice Harrison

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

Yes No

If yes, please explain: _____

Signed: Chelsea Crawford Date: 10-25-09

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY @ MONTH – 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY @ MONTH – 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY @ MONTH – 6:30 PM

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



CITY OF BROOKSVILLE

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Facsimile: (352) 544-5424
Web: www.ci.brooksville.fl.us

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

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

Address: 23280 Singer Ln. Brooksville FL.
34601

Mailing Address (if different): _____

Business Address: _____

Occupation: Student

Business Phone: _____ Home Phone: 796-1126

Email address: l.hancock9210@gmail.com

Do you reside within the City limits? Yes No

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

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

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

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

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

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

List fields of work experience: Service Assistant at Texas Woodhouse

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

Local References (Please list three (3)):

- Gary Fisher
- Mary Krabel
- Barbara Davis

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

Yes No

If yes, please explain: _____

Signed:  Date: 6/21/09

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY @ MONTH - 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY @ MONTH - 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY @ MONTH - 6:30 PM

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



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

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Brooksville, Florida 34601-2041
Telephone: (352) 544-5407
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- Beautification Board (4 year terms - 7 members)
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- Cemetery Advisory Committee (4 year terms - 7 members - city residency or documented tie to Cemetery)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Parks & Recreation Advisory Board (4 year terms - 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms - 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Other Student rep.

Name: Lufey, Tiffany, Rose
(Last) (First) (Middle)

Address: 8440 Kindwood Trail Brooksville FL.
34613

Mailing Address (if different): _____

Business Address: _____

Occupation: _____

Business Phone: _____ Home Phone: (352)-796-5056

Email address: grool12@yahoo.com

Do you reside within the City limits? Yes No

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

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

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

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

Why would you like to serve on this board? I would like to serve on this Board because I really want to give back to Hernando County. I also would love to be able to get community service hours for scholarships.

What special skills would you bring to this position? I am very reliable, trustworthy, and I have also participated in many Brooksville activities. I am also very active and open-minded.

List fields of work experience: _____

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

Local References (Please list three (3)):

- Deana Hall 428-8496
- Jabitha Bodier 684-1501
- Yell Ward 678-1332

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

Yes No

If yes, please explain: _____

Signed: _____

Tiffany Sufry

Date: _____

11/3/2009

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY @ MONTH - 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY @ MONTH - 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY @ MONTH - 6:30 PM

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

AGENDA ITEM NO.

12/21/09

CEMETERY ADVISORY COMMITTEE

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:

Mr./Mrs./Miss/Ms.

ADDRESS:

PHONE NO: Home

Work

E-MAIL ADDRESS:

RESIDENT OF THE CITY OF BROOKSVILLE:

Yes

No

REGISTERED VOTER: Yes

No

VOTER ID #:

PRESENT EMPLOYER:

EMPLOYER'S ADDRESS:

EDUCATION:

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION:

(Please do not substitute Agency boards for experience.)

(Use back of form for additional information)

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

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

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

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

Signature of Applicant

NOTE: Return completed form to:

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

(Revised 09/21/09)

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:

Mr./Mrs./Miss/Ms. Clarke "Doug" Davis

ADDRESS: 630 E. Dr. M, L/C, Brooksville Fl
34601

PHONE NO: Home (352) 345-4726 Work (352) 650-9912

E-MAIL ADDRESS: cdoug.davis@yahoo.com

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No

REGISTERED VOTER: Yes No VOTER ID #: 7702304

PRESENT EMPLOYER: None

EMPLOYER'S ADDRESS: _____

EDUCATION: H.S. + 1 1/2 years J.C.

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION: _____

(Please do not substitute Amany boards@ for experience.)
Camp Commander Sons of Confederate Veterans

(Use back of form for additional information)

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

Richard Lewis
Luther Cason
Mary Skib

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

RECEIVED OCT 29 2009

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

Beautification Board: 3-year terms; 7 members

Brooksville Cemetery Advisory Committee: 4 year terms; 7 members with one member being a Council Member.

Brooksville Housing Authority: 4-year terms; 7 members
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

CDBG Citizen's Advisory Task Force: No terms; 5 members;
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

Firefighters Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 city residents, 2 City firefighters, and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

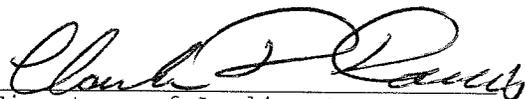
Parks & Recreation Advisory Board: 4 year terms; 7 members.

Personnel Board: 3-year terms; 7 members (3 laypersons who must be City residents and 4 City employees)

Planning & Zoning Commission : 4-year terms; 5 members.
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)] (Must be City Residents)

Police Officer=s Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 City police officers, 2 city residents and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

Other Committees or Boards


Signature of Applicant

NOTE: Return completed form to:

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

(Revised 09/21/09)

RECEIVED DEC 07 2000

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:

Mr./Mrs./Miss/Ms. Mr. Joseph L. Merritt

ADDRESS: 5162 Keyville Avenue, Spring Hill, Florida, 34608

PHONE NO: Home (352) 683-1183 Work (352) 796-6699

E-MAIL ADDRESS: joe@merrittfuneral.com

RESIDENT OF THE CITY OF BROOKSVILLE: Yes _____ No X

REGISTERED VOTER: Yes X No _____ VOTER ID #: 104494479

PRESENT EMPLOYER: Merritt Funeral Homes, Inc.

EMPLOYER'S ADDRESS: 2 South Lemon Avenue, Brooksville, Florida 34601

EDUCATION: A.S. in Funeral Services

(Use back of form for additional information)

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

in the funeral industry. I have been a licensed funeral director for
10 years. Although I have only been licensed for 10 years I have
worked in our family funeral business for 18 years.

(Use back of form for additional information)

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

Jerry Sheffield

Richard Lewis

Pat Brewer

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

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

Beautification Board: 3-year terms; 7 members

Brooksville Cemetery Advisory Committee: 4 year terms; 7 members with one member being a Council Member.

Brooksville Housing Authority: 4-year terms; 7 members
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

CDBG Citizen's Advisory Task Force: No terms; 5 members;
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

Firefighters Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 city residents, 2 City firefighters, and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

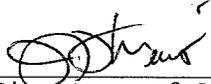
Parks & Recreation Advisory Board: 4 year terms; 7 members.

Personnel Board: 3-year terms; 7 members (3 laypersons who must be City residents and 4 City employees)

Planning & Zoning Commission : 4-year terms; 5 members.
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)] (Must be City Residents)

Police Officers Pension Trust Fund Board of Trustees: 2-year terms; 5 members (2 City police officers, 2 city residents and 1 person chosen by balance of members)
[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

Other Committees or Boards



Signature of Applicant

NOTE: Return completed form to:

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

(Revised 09/21/09)

Rec'd
12/09

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:
Mr./Mrs./Miss/Ms. JAMIELOVE Miller

ADDRESS: 4065 MAJESTIC OAK LN.
Brooksville, Fl. 34602

PHONE NO: Home (352) 754-7223 Work ()

E-MAIL ADDRESS: JAMIENLOODLES@aol.com

RESIDENT OF THE CITY OF BROOKSVILLE: Yes _____ No

REGISTERED VOTER: Yes No _____ VOTER ID #: 1043 82821 ✓

PRESENT EMPLOYER: RETIRED

EMPLOYER'S ADDRESS: _____

EDUCATION: 1974 GRADUATE Temple HEIGHTS High School, TAMPA, FL
NUMEROUS CONTINUING EDUCATION COURSES

(Use back of form for additional information)

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

PLEASE SEE BACK OF FORM

(Use back of form for additional information)

REFERENCES (3 MINIMUM) (NAME AND PHONE NUMBER):
RICH HOWARD ~~352-544-5455~~ 352-544-5455
BETTY & KEVIN HELSS 352-544-0122
LAMARCIA HAWES 352-999-0656

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

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

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



Signature of Applicant

NOTE: Return completed form to:

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

(Revised 09/21/09)

Experience relevant to Board position:

I have been a volunteer at the City of Brooksville Cemetery since January, 2009. I devote 2 days a week working at the Cemetery assisting with most areas of the Cemetery landscaping. I help maintain the City of Brooksville Nursery that is located on the Cemetery property. My participation in the nursery includes caring for plants that Wal-Mart donates to the City & installing these plants in areas around the City & Cemetery. Additionally, Rich Howard, Mike Hughes & I have worked together to create a propagation facility at the Nursery in order to continue providing varieties of treasured trees & plants located within the Cemetery.

My qualifications are life learned. I offer a strong organizational ability gained through over 20 years in sales, marketing & event production. I am solution oriented, with an ability to analyze situations & achieve goals. I am extremely comfortable working with the public & have fair, harmonious negotiating skills as a result of my professional success. My career was in the broadcast industry, governed by the FCC, which provided me with a complete understanding of strict adherence to regulations set forth by the Federal Government.

I am applying for this position because I have a long time appreciation of the importance & historical value of the City of Brooksville Cemetery, a continuing devotion to maintaining its beauty & a strong interest in contributing to this community through volunteerism. The City of Brooksville Cemetery is my family's final resting place, chosen because of the high regard that has been shown by the City to maintain its respected, treasured roll.

AGENDA ITEM NO. 12/21/09

PARKS & RECREATION ADVISORY BOARD

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME: William (Ernie) Chatur
Mr./Mrs./Miss/Ms. William (Ernie) Chatur
ADDRESS: 201 Olive St.

PHONE NO: Home (352) 786-2132 Work (352) 346-3253

E-MAIL ADDRESS: LeChatur@yahoo.com

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No

REGISTERED VOTER: Yes No VOTER ID #: _____

PRESENT EMPLOYER: Retired

EMPLOYER'S ADDRESS: _____

EDUCATION: BA - St. Leo College - Masters - USP

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION: 37 years
(Please do not substitute Amany boards@ for experience.)

Counseling & Teaching at Heerswold High School

(Use back of form for additional information)

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

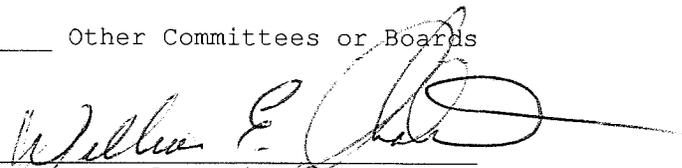
Applicants must be registered voters in the State and preferably residents of the City of Brooksville. However, applicants for the Personnel Board, Planning and Zoning Board, the Firefighter's Pension Trust Fund Board of Trustees and the Police Officer's Pension Trust Fund Board of Trustees must be residents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

I would like to continue as a member of the
Parks and Recreation Advisory board.

Ernie Chatur

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

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


Signature of Applicant

NOTE: Return completed form to:

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

(Revised 09/21/09)

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:

Mr. Mrs./Miss/Ms. MARK S BLANTON

ADDRESS:

29439 Cortege Blvd
Brooksville FL 34602

PHONE NO:

Home (352) 796-6605 Work (352) 279-2533

E-MAIL ADDRESS:

M. BLANTON@EARTHLINK.NET

RESIDENT OF THE CITY OF BROOKSVILLE:

Yes

No

REGISTERED VOTER: Yes

No

VOTER ID #:

PRESENT EMPLOYER:

Knights of Columbus

EMPLOYER'S ADDRESS:

SAME AS ABOVE

EDUCATION:

HERNANDO HIGH

ST. LEO UNIVERSITY

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION:

(Please do not substitute Amany boards@ for experience.)

REAPPLICATION

(Use back of form for additional information)

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

ALAN GARMAN

RICHARD GANT

ERNIE CHAPMAN

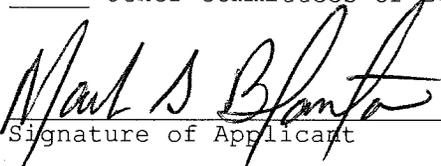
Applicants must be registered voters in the State and preferably residents of the City of Brooksville. However, applicants for the Personnel Board, Planning and Zoning Board, the Firefighter's Pension Trust Fund Board of Trustees and the Police Officer's Pension Trust Fund Board of Trustees must be residents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

RECEIVED NOV 19 2009

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

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


Signature of Applicant

NOTE: Return completed form to:

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

(Revised 09/21/09)

AGENDA ITEM NO. 12/21/09

PLANNING & ZONING COMMISSION

Rec'd 11/10/09

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME: Mr. /Mrs. /Miss/Ms. Shannon R. Dempsey

ADDRESS: 451 Rogers Ave.
Brooksville, FL 34601

PHONE NO: Home 352 200-9228 Work () same

E-MAIL ADDRESS: spetry1@tampabay.rr.com

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No

REGISTERED VOTER: Yes No VOTER ID #: ~~1041573~~ 104384464

PRESENT EMPLOYER: Transcend

EMPLOYER'S ADDRESS: One Glenlake Pky suite 1325 Atlanta GA 30328

EDUCATION: High School
Some College

(Use back of form for additional information)

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

Previous board member.

(f/k/a Shannon Andras-Petry)
(Use back of form for additional information)

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

Joe Bernardini 442-1602 Jeff Andras 813-482-2581
Beth Garman 585-2908

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

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

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


Signature of Applicant

NOTE: Return completed form to:

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

(Revised 09/21/09)



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

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

New Application

Re-application

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

Name: LAWSON, RONALD H
(Last) (First) (Middle)

Address: 15 CROSBY ST
BROOKSVILLE, FL 34601

Mailing Address (if different): SAME AS ABOVE

Business Address: WITHLACOCHEE RIVER ELECTRIC COOPERATIVE
10065 CORTEZ BLVD, BROOKSVILLE, FL 34613

Occupation: ENGINEERING SERVICES SUPERVISOR

Business Phone: 352-5964000 X330 Home Phone: 352-799-0513

Email address: RLAWSON@WREC.NET OR MRRON154@YAHOO.COM

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 104447582

Please rank your board preference(s):
1. PLANNING & ZONING
2. PARKS & RECREATION
3. _____

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

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

12/3/09 verified reg. voter KH

Why would you like to serve on this board? I HAVE BEEN A RESIDENT OF BROOKSVILLE SINCE 2001 IN A HOME BUILT IN 1920. I AM CONCERNED ABOUT PRESER- VATION OF OLD HOMES BUT ALSO INTERESTED IN CONTROLLED, RESPONSIBLE GROWTH BOTH COMMERCIALY AND RESIDENTIALLY. I BELIEVE I CAN MAKE A DIFFERENCE.

What special skills would you bring to this position? FAMILIAR WITH SITE PLANS, CONSTRUCTION PRACTICES, PERMITTING PROCEDURES, WORK WITH THE AFTER-AFFECTS OF HERNANDO CO PLANNING, ZONING AND PERMITTING THROUGH MY POSITION @ WREC.

List fields of work experience: WREC - 26 YEARS ELECTRICAL DISTRIBUTION REGENCY COMMUNITIES - 3 YEARS ARCHITECTURAL DRAFTSMAN ELLIS BANKING CORPORATION 5 YEARS BANK TELLER, LOANS, COLLECTION AGENT

List any licenses and/or degrees (location & year): A.S. DEGREE P.HCC - NEW PORT RICHEY FL, 1977 - 4 INCIDENT MANAGEMENT/DISASTER RESPONSE CERTIFICATES - FEMA 2007

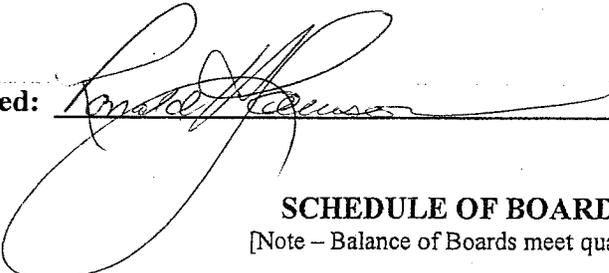
Local References (Please list three (3)):

1. DAVID PUGH JR 815 KEELING ST, BROOKSVILLE
2. JOHN EMERSON - 39 CROSBY ST, BROOKSVILLE
3. SCOTT BROWNING - 10105 WEEKS DR, BROOKSVILLE

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

Yes No

If yes, please explain: _____

Signed:  **Date:** 11/11/09

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY @ MONTH - 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY @ MONTH - 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY @ MONTH - 6:30 PM

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



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

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

New Application

Re-application

Beautification Board (4 year terms - 7 members)

Brooksville Housing Authority (4 year terms - 7 members)

Cemetery Advisory Committee (4 year terms - 7 members - city residency or documented tie to Cemetery)

Firefighters Pension Trust Fund Board of Trustees* (2 year terms - 5 members)

Parks & Recreation Advisory Board (4 year terms - 7 members & 2 alternates)

Planning & Zoning Commission* (4 year terms - 5 members & 2 alternates)

Police Officers Pension Trust Fund Board of Trustees* (2 year terms - 5 members)

Other _____

Name: Pedonesi, Anthony Donald
(Last) (First) (Middle)

Address: 609 East Fort Dade Ave.
Brooksville, FL 34601

Mailing Address (if different): _____

Business Address: Same

Occupation: ENGINEER (CIVIL)

Business Phone: 352/397-5283 Home Phone: 352/796-0600

Email address: DESIGNERPLUS@MSN.COM

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 104442855

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

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

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

12/3/09 verified reg. voter
KH

Why would you like to serve on this board? To make a contribution
to my City

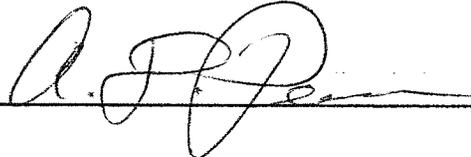
What special skills would you bring to this position? Registered Professional
Engineer who has been active in land use
issues for 20 years in Brooksville and
Hernando County

List fields of work experience: Design and Engineer of
road on commercial sites, subdivisions, water
and waste water and structural projects

List any licenses and/or degrees (location & year):
B.S.C.E. - 1967
Florida P.E. 34653
HUD Approved Inspector

- Local References (Please list three (3)):
- Ernie Weaver
 - David Sasser
 - Mike Hannigan

Would you have a problem with the meeting dates and times for the board/agency?
 Yes No
If yes, please explain:

Signed:  Date: 11-13-09

SCHEDULE OF BOARD MEETINGS
[Note - Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD 2nd TUESDAY @ MONTH - 5:30 PM
in Council Chambers

BROOKSVILLE HOUSING AUTHORITY 3rd TUESDAY @ MONTH - 6:00 PM
in Council Chambers

PLANNING & ZONING COMMISSION 2nd WEDNESDAY @ MONTH - 6:30 PM
in Council Chambers

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

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – December 21, 2009

1. TYPE: Letter
 DATE: November 21, 2009
 SENT TO: T. Jennene Norman-Vacha, City Manager
 SENT BY: Bright House Networks
 SUBJECT: Channel line-up changes

2. TYPE: Letter
 DATE: November 30, 2009
 SENT TO: T. Jennene Norman-Vacha, City Manager
 SENT BY: Bright House Networks
 SUBJECT: Cable Channel and Television Station Renegotiations

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

F:\WP_WORK\ClerkOffice\AGENDA\Correspondence-to-Note\2009\12-21-09.doc

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

tel 863.965.7733
fax 863.288.2299

LECIO 11-23-09



VIA FEDERAL EXPRESS

November 21, 2009

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

Dear Ms. Norman-Vacha,

We are pleased to announce the following changes to our channel line-up.

This notice is to inform our Bright House Networks customers of upcoming changes to their cable programming lineup effective on or after December 21, 2009.

- NBA TV, channel 803, will be offered to both Digital Cable customers and Sports Pack customers.
- HBO West HD will launch on premium channel 1408.

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

For information regarding Bright House Networks, including information on Interactive TV, please visit our website at www.brighthouse.com. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Gillan". The signature is fluid and cursive, written over a horizontal line.

Drew Gillan
Manager of Public Relations

CTN
12-21-09

1004 U.S. Highway 92 West
Auburndale, FL 33823
tel 863.965.7733
fax 863.288.2299



November 30, 2009

SENT VIA FEDERAL EXPRESS

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

Dear Ms. Norman-Vacha,

Notice to Bright House Networks Cable Customers

From time to time our agreements with cable channels and television stations come up for renegotiation. While we make every effort to ensure that there will be no loss or interruption in service, we also need to protect our company and our loyal customers from unreasonable demands which would cause the cost of our service to rise excessively. Our agreements with WTTA, WTVT, Fox Reality Channel, Fuel, Speed Channel, FX, Fox Movie Channel, Fox Soccer Channel, Fox Sports en Espanol, Food Network, GAC, Fox Sports Florida, Weather Channel, TruTV, Encore, Starz, and Sun Sports expire December 31, 2009, and we may have to cease carriage in all formats if our authority to continue is withheld. We are working diligently at this time to try to come to acceptable and fair terms with these channels.

For more information on Bright House Networks programming, please call 1-866-976-EASY or visit our website at www.brighthouse.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Gillan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Drew Gillan
Manager of Public Relations

CTV
FW
11-21-09