

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

**AGENDA**

October 4, 2010

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. Margaret R. Ghiotto Beautification Award - Commercial Award**

Recognition of improvements to the property owned by Peyton B. Hyslop, Esquire, located at 629 West Jefferson Street.

Presentation: Scott Renz, Beautification Board  
Chair and Mayor

Attachments: Letter from Beautification Board  
Chair dated 09/16/10; Award  
Certificate

**2. Fire Prevention Week Proclamation and Presentation**

A Proclamation designating October 3-9, 2010, as Fire Prevention Week.

Presentation: Fire Chief & Mayor

Attachments: Proclamation

**3. Resolution No. 2010-20 – Patricia Jobe Retirement**

Consideration of Resolution honoring Patricia Jobe who will retire from the Community Development Department October 4, 2010, after more than 15 years of service.

Presentation: Mayor

Recommendation: Approval of Resolution upon Roll  
Call Vote

Attachment: Proposed Resolution

**D. CITIZENS INPUT**

**E. CONSENT AGENDA**

**1. Hernando Youth League, Inc. Agreement Amendment**

Approval of changes to the HYL Agreement as directed by Council.

2. **First Tee National School Program Sponsor Agreement**  
Consideration of Agreement allowing use of Florida Junior Golf Council funds to implement program in Hernando County elementary schools.
3. **Inmate Work Squad Contract Agreement**  
Consideration of entering into an agreement for inmate work squad for an amount not-to-exceed \$62,789.
4. **Metropolitan Planning Organization (MPO) Board Alternate**  
Consideration of appointment of an alternate member for the MPO Board to represent the City in the absence of the Mayor/current MPO member/representative.
5. **Withlacoochee Regional Planning Council (WRPC) Professional Services Agreement**  
Consideration of renewal of annual agreement with WRPC for professional/planning services on an as-needed basis for the 2010/11 fiscal year and authorize Mayor to execute the agreement.

**CONSENT AGENDA APPROVAL (✓)**

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve  
Attachments: 1) Memo from Director of Parks, Facilities & Recreation dated 09/21/10, Agreement; 2) Memo from Director of Parks, Facilities & Recreation dated 09/23/10, Agreement; 3) Memo from Director of Parks, Facilities & Recreation dated 09/24/10, Detail of Costs; 4) Memo from City Manager dated 09/27/10; 5) Memo from Director of Community Development dated 09/27/10, Letter from WRPC Director dated 09/20/10, Agreement

**F. PUBLIC HEARINGS (*Board Sitting in its Quasi-Judicial Capacity*)**

- Entry of Proof of Publication into the Record
- Poll Council Members for Ex-Parte Communications
- Administering of Oath to All Persons Intending to Speak [Expert Witness Credentials]
- Adoption of the Agenda Back-up Materials into Evidence

- \*\*1. Hernando County Fair Association – Special Exception Use Petition**  
Consideration of petition for a General Commercial Planned Development Project (GCPDP) to allow specific uses.

Presentation: City Planner  
Recommendation: Approval  
Attachments: Memo from City Planner dated 10/04/10, Petition & Location Map

REGULAR COUNCIL MEETING AGENDA - October 4, 2010

- G. CITIZENS INPUT
- H. ITEMS BY COUNCIL
- I. ADJOURNMENT

CORRESPONDENCE TO NOTE

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

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

# City of Brooksville



AGENDA ITEM NO. C-1  
352.540.3810 Phone 10/4/10  
352.544.5424 Fax

September 16, 2010

Peyton B. Hyslop, Esq.  
Attorney at Law  
629 W. Jefferson Street  
Brooksville, FL 34601

Dear Attorney Hyslop:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your property located at 629 W. Jefferson Street.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the next regular City Council Meeting to be held Monday, October 4, 2010 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please contact Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, September 24, 2010 by 5:00 p.m. if you will or will not be able to attend this meeting to accept your award. If you have any further questions or concerns, please contact Ms. Morgan at (352) 540-3856 or email at [lmorgan@cityofbrooksville.us](mailto:lmorgan@cityofbrooksville.us).

We extend our appreciation for your outstanding efforts in improving and beautifying not only your property but the City of Brooksville.

Sincerely,

Scott Renz, Chairman  
Beautification Board

cc: Janice Peters, City Clerk

*Margaret R. Ghetto*



# CERTIFICATE OF RECOGNITION

*City Council and the Beautification Board for the City of Brooksville, Florida  
recognize and honor the named recipient for improvements and beautification to  
their property located within the City*

*Peyton B. Hyslop  
Attorney at Law*

*629 W. Jefferson Street, Brooksville, FL 34601*

*Presented this 4th day of September, 2010*

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*City Clerk*

*City of Brooksville*

*Proclamation*

**WHEREAS**, the City of Brooksville is committed to ensuring the safety and security of all those living in and visiting our city; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are where people are at the greatest risk to fire; and

**WHEREAS**, working smoke alarms cut the chance of dying in a reported fire in half, nearly 3,000 people die each year as a result of home fires in which no smoke alarms or *working* smoke alarms were present; and

**WHEREAS**, the National Fire Protection Association recommends at least one smoke alarm on every level of the home (including the basement) outside all sleeping areas, and in all bedrooms; and

**WHEREAS**, informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and

**WHEREAS**, the City of Brooksville's first responders are dedicated to reducing the occurrence of home fires and home fire deaths and injuries through prevention and proper education; and

**WHEREAS**, The Fire Prevention Week, October 3-9 theme, "Smoke Alarms: A Sound You Can Live With!" actively works to motivate residents to implement smoke alarm recommendations in their homes.

**NOW, THEREFORE, ON THE BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, I, LARA BRADBURN, MAYOR, so declare and proclaim, the week of October 3-9, 2010, as**

*"Fire Prevention Week"*

and call upon the people of the City of Brooksville to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week 2010.

**IN WITNESS WHEREOF**, I hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 4<sup>th</sup> Day of October, 2010.

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Lara Bradburn, Mayor

\_\_\_\_\_  
Richard E. Lewis, Vice Mayor

\_\_\_\_\_  
Joseph E. Johnston, III, Council Member

\_\_\_\_\_  
Joe Bernardini, Council Member

\_\_\_\_\_  
Frankie Burnett, Council Member

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk



**AGENDA ITEM  
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER   
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR   
SUBJECT: **Hernando Youth League, Inc. User Agreement**  
DATE: September 21, 2010

**GENERAL SUMMARY/BACKGROUND:**

At the September 20, 2010, City Council meeting, changes were requested by Council to be made in the user agreement between the City of Brooksville and the Hernando Youth League, Inc. (HYL). Changes were to reflect that at the end of the agreement in 2013, there would not be an automatic one year renewal to the agreement, instead both parties will now be required to negotiate any renewal term to the agreement 30 days prior to the renewal date. The revised agreement is provided to you as "Attachment 1".

**BUDGET IMPACT:**

SB. The budget impact will be additional revenues that will offset a small portion the Parks Department operating expenditures for operating supplies and utilities used by HYL.

**LEGAL REVIEW:**

 The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of fiscal benefit and pursuant to Sec. 1.03 and 5.01 of the City's Charter, the City Council is authorized to enter into contracts for use of its facilities.

**STAFF RECOMMENDATION:**

Staff recommends that Council approve the provided user agreement with the Hernando Youth League, Inc. and authorize the Mayor to sign the agreement.

**City of Brooksville**  
**PARKS AND RECREATION**  
**USER AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and Hernando Youth League, Inc. (hereinafter referred to as HYL).

**WHEREAS**, the CITY owns two (2) youth softball fields in addition to the Softball Stadium and related facilities located in Tom Varn Park; and

**WHEREAS**, HYL desires to use the fields and Stadium at various times for a Youth Softball program; and

**WHEREAS**, organized softball is an intricate component of an active sport program, and supports the City's commitment to providing a broad range of recreational activities for the community.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree, each with the other, as follows:

**Section 1. Term.** This Agreement shall become effective on the date executed by the CITY and shall run for a period of three (3) years to 2013. The Agreement will automatically be extended for additional one (1) year terms if not earlier terminated as provided for herein.

**Section 2. Equipment and Facility Use.** HYL may utilize the Stadium, softball field, locker rooms, and the concession stand (collectively referred to as the "Facilities") on days reserved by HYL, and may also operate the concession stand at other times with the approval of the CITY.

- A. *Concession Stand.* HYL will operate the concession stand in accordance both with appropriate health and safety standards, and with all ordinances, statutes, rules, regulations, and other applicable law. Existing kitchen equipment owned by the CITY may be used by HYL; however the kitchen equipment may be removed or replaced at the City's option at any time. Sale, distribution, or consumption of alcoholic beverages is prohibited.
- B. *Softball Fields and Stadium.* HYL will have the option of reserving the softball fields and the stadium provided the Facilities have not been previously reserved pursuant to the agreement between the Hernando County School Board and the CITY, and provided at least one of the three (3) fields are available for open play at least one day each week. The Facilities are provided in an "as is" condition.
- C. *Facility Management.* HYL will be responsible for scheduling, crowd control, operation and cleanliness of the stadium concession areas, and supervising the use of the Facilities when reserved by HYL. The City will be responsible for field preparation, mowing, restrooms, utilities, solid waste disposal and repairs to the Facilities which are not the result of actions caused by the negligence or misuse of HYL.

**Section 3. Payment.** The following payments and fees shall be required:

- A. *User Fee.* HYL will pay the CITY a user fee in the annual amount of one thousand seven hundred fifty (\$1,750.00) dollars ("User Fee"), for each year of the initial term, to partially offset direct costs for field utilities and facility maintenance and repair. User Fees are due prior to use of the Facilities, but no later than June 1 of each year. If User Fees are not received within thirty days (30) of June 1

each year, HYL may lose use of the Facilities until such time as the User Fee is paid. The User Fee for any renewal term shall be negotiated by the Parties no less than (30) days prior to the renewal date.

- B. *Field Expenses.* In addition to the User Fee, HYL will be charged monthly for the amount of field chalk and paint used for that month ("Field Expenses"). The charge for the chalk will be \$7.50 per 50 lbs. bag and \$42.00 per case of 12, 18 oz. spray cans. Field Expenses shall be paid on or before the first day of the month for that month.
- C. *Tournament Fees.* HYL will also pay a Tournament Fee of twenty-five dollars (\$25) per team for tournaments which are hosted by HYL, such as, but not limited to, Districts, State, and World Series Tournaments. Tournament Fees are to be paid prior to the first day of each tournament.
- D. In the event that Field Expenses and Tournament Fees are not timely paid as set forth herein, HYL may lose use of the Facilities until such time as the Field Expenses and Tournament Fees have been paid.

**Section 4. Indemnification and Insurance.** HYL shall be solely and entirely responsible for its tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. HYL agrees to indemnify and hold harmless the CITY, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of HYL, its agents, or employees during performance under this Agreement. As a condition of this Agreement for use of the Facilities, HYL will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

General Liability in an amount not less than \$500,000; Fire and Property Damage, \$100,000; and Worker's Compensation Statutory Limits plus Employee Liability, \$100,000.

The CITY, in its sole and absolute discretion, reserves the right to require additional lines of coverage in the event activities of HYL on the Facilities change or require such additional coverage.

**Section 5. Termination.** This Agreement may be terminated by either party on thirty (30) days prior written notice without a penalty or further obligation. HYL agrees to remove any personal property owned by HYL from the Facilities within ten (10) days of the effective date of termination.

**Section 6. Default.** In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have ten (10) calendar days to cure the default. If such default is not corrected within the time specified, the Parties may attempt to resolve the dispute through alternative dispute resolution.

**Section 7. Notice.** All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, postage pre-paid, and properly addressed to the Party to be notified at the address noted below; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature. Any notice or disclosure required and/or permitted under this Agreement, and any change of the address and/or identity of a person to be notified, shall be made in accordance with the above notice provision, and such notices shall be sent to:

***If to HYL:***  
Hernando Youth League, Inc.  
PO Box 804  
Brooksville, Florida 34605

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

With a Copy to:

With a Copy To:

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

**Section 8. Law of Agreement.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the charging party elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

**Section 9. Entire Agreement.** Unless otherwise specified herein, this Agreement constitutes the sole and only agreement of the Parties hereto, and supersedes any prior written or oral understandings or agreements between the Parties regarding the subject matter hereof.

**Section 10. Waiver.** No waiver or estoppel as to or against any Party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly and explicitly concerned, and then only for that occurrence, and not either as to future such occurrences, or as to any other matter or occurrence.

**Section 11. Modification and Assignment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned, transferred, or pledged by either Party without the other Party's prior written consent.

**Section 12. Attorney's Fees.** In the event any dispute arises between or among any of the Parties hereto, the prevailing Party in such dispute shall be entitled to recover its attorneys' fees, expenses, and costs, regardless of whether litigation is filed, including, but not limited to, fees for administrative hearings, quasi-judicial hearings, trials, and appeals from any of the same.

**Section 13. General.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, where the

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

**Section 14. Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by the CITY and HYL.

**HERNANDO YOUTH LEAGUE**

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*Signature*

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*Printed Name*

---

*Title*

---

*Date*

**CITY OF BROOKSVILLE**

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*Signature*

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Lara Bradburn  
*Printed Name*

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Mayor, City Council  
*Title*

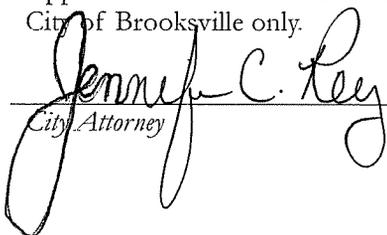
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*Date*

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*ATTESTED to by the City Clerk, Janice Peters*

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

  
*City Attorney*





## AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER  
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR

**SUBJECT: First Tee National School Program Agreement**

DATE: September 23, 2010

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**GENERAL SUMMARY/BACKGROUND:** In April 2010, The First Tee of Brooksville applied for grant funding in the amount of \$20,000.00 from the Florida Junior Golf Council (FJGC) with the hopes of securing funds to implement the First Tee National School Program (NSP) in all 12 elementary schools in Hernando County. These funds were accepted by City Council at their July 19, 2010 meeting.

The purpose of the program is to offer an entry level golf curriculum designed to be part of elementary school physical education programs. Taught during P.E. classes, the program is a fun, effective way to introduce children to the basics in golf skills, etiquette and play. Along with teaching the game of golf, the program gives children character education by instilling First Tee's nine core values: Honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy and judgment.

As a reminder the total cost to fund the NSP for all 12 elementary schools is \$36,000, and with the grant funding in the amount of \$20,000.00 and a National First Tee sponsor of \$200 per school (\$200 per school x 12 schools) of another \$2,400.00 that left a short fall of \$13, 570.00.

Although it was previously stated at the July 19, 2010 City Council meeting that we would need to come up with an additional \$13, 570 in matching funds to implement the program, staff has worked with the World Golf Foundation Inc. to modify the sponsor agreement and allow us to move forward with implementing the National School Program without any matching funds. So at this time we will not offer the program in all 12 elementary schools, but will implement the program in 7 schools and when the additional funds are raised we will include the other 5 schools to total 12.

Attached for your review is the National School Program agreement.

**BUDGET IMPACT:** The funds are available and have been budgeted in the 10/11 Budget within our First Tee Fund #129.

**LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const. /Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

**STAFF RECOMMENDATION:** Staff recommends that Council authorize the Mayor to sign the sponsor agreement with the World Golf Foundation, Inc.

## NATIONAL SCHOOL PROGRAM SPONSOR AGREEMENT

(Brooksville, FL)

This National School Program Sponsor Agreement (“Agreement”) is made and entered into as of the 20<sup>th</sup> day of September, 2010 by and between **WORLD GOLF FOUNDATION, INC.**, a Florida not for profit corporation, by and through its division, **THE FIRST TEE** (“The First Tee”), and **CITY OF BROOKSVILLE, DEPARTMENT OF PARKS AND RECREATION**, a tax exempt municipal corporation, doing business as The First Tee of Brooksville (“Sponsor”).

### BACKGROUND

- A. The First Tee<sup>®</sup>, a division of the World Golf Foundation, Inc., has the mission of impacting the lives of young people by providing learning facilities and educational programs that promote character development and life-enhancing values through the game of golf. To carry out its mission, The First Tee has developed and continues to develop local non-profit chapter organizations and a system of golf training and life skills character education programs primarily within the United States.
- B. The First Tee National School Program<sup>™</sup> (“National School Program”) is an outreach program of The First Tee designed to introduce the game of golf to students through school physical education programs and to provide interested children and families with next step golf opportunities.
- C. Sponsor is an existing chapter of The First Tee licensed to deliver The First Tee brand of life skills education programs in the City of Brooksville (“Service Area”) as described herein.

### RECITAL OF CONSIDERATION

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and The First Tee agree as follows:

### AGREEMENT OF THE PARTIES

1. Term. The term of this Agreement shall commence as of the date first above written and shall terminate on December 31, 2010 (the “Term”), with any renewal by mutual written agreement.
2. The First Tee Obligations. The First Tee intends to expand the National School Program to schools in the Service Area and, subject to receipt of funds described in Section 3(a) below, will provide the following resources to benefit the National School Program in the Service Area during the Term:

(a) Establish the National School Program in seven (7) schools, recognizing the need for The First Tee to obtain approval from the individual schools to conduct the program in each instance;

(b) Deliver the necessary curriculum materials, teacher training using The First Tee eLearning online course and equipment to the schools participating in the National School Program;

(c) Obtain execution of the appropriate registration forms by each individual school, which explain that the school owns the materials and equipment provided hereunder and that the school district's trained teachers are responsible for delivering the National School Program as part of the physical education curriculum;

(d) Permit the Sponsor to use the National School Program Marks described on Exhibit A to identify the Sponsor and other National School Program donors, as a "sponsor of The First Tee National School Program™" ("Official Designation") and to work in cooperation with the Sponsor to promote National School Program objectives and school participation in the Service Area; and

(e) In consideration of the Sponsor Contributions described in Section 3(a) below, provide a one-time allocation of \$930 from its 2010 resources designated to support the National School Program, to be used to implement the National School Program in the Service Area during the Term.

3. Sponsor Obligations. Sponsor agrees to provide the following resources to implement the National School Program in the Service Area during the Term:

(a) Cash contributions due and payable to The First Tee as follows ("Sponsor Contributions"): \$20,000 on or before October 15, 2010 (although Sponsor will seek to donate more as a fair distribution of proceeds). The First Tee will accept payments directly from any other donors or sponsoring organizations if expressly designated to pay the Sponsor Contributions described herein. Checks shall be made payable to "The First Tee" and remitted to One World Golf Place, St. Augustine, Florida 32092; Attn: Accounting Department. The First Tee shall use such contributions towards the implementation of the National School Program in the Service Area;

(b) If, by the end of the Term, The First Tee does not establish the program in the number of schools described in Section 2(a) above, the Sponsor may request a pro rata refund of the unused Sponsor Contributions based on the paid Sponsor Contributions divided by the number of schools in Section 2(a); and

(c) Utilize the National School Program Marks and Official Designation to promote National School Program objectives and school participation, and to solicit contributions from donors within the Service Area to meet Sponsor's obligations in Section 3(a) above. Sponsor agrees to provide donors with a written receipt for all charitable donations as provided by law.

(d) Work together with school representatives to promote community awareness and create more golf opportunities for interested students.

4. Use of Intellectual Property. Sponsor and The First Tee each will have an opportunity to review and approve all artwork, copy or other materials utilizing the reviewing party's name, logos, or trademarks prepared by the other party for or in connection with this Agreement prior to any production or distribution thereof. Any objections or corrections must be communicated to the submitting party within five (5) days after the materials have been received by the reviewing party or such objections and corrections will be deemed waived. All objections will be mutually discussed and reasonable efforts will be made by the parties to reach a prompt and satisfactory agreement.

The temporary, non-exclusive license of the National School Program Marks hereunder is only for use by Sponsor during the Term hereof in connection with promoting and securing funds for the National School Program in the Service Area and does not permit Sponsor to sub-license the use of such marks to any third party, except for use by sponsoring organizations and other donors as described in Section 2(d) above. In addition, the National School Program Marks cannot be associated with any alcohol, tobacco or other sponsors deemed inappropriate by The First Tee. The First Tee also reserves the right to modify the National School Program Marks and/or the Official Designation during the Term to accommodate future national sponsors.

5. Miscellaneous. . All questions, issues or disputes arising out of or under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation to this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Parties hereby irrevocably waive any and all rights to have this action brought in any place other than Hernando County, Florida. The parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree that this Agreement is consummated and entered into in Hernando County, Florida. Neither party hereto may assign its respective rights and obligations hereunder without the consent of the other party. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**WORLD GOLF FOUNDATION, INC.**  
by and through its division, **THE FIRST TEE**

By: \_\_\_\_\_  
Kelly A. Martin  
Executive Director

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Lara Bradburn, Mayor

\_\_\_\_\_  
ATTESTED to by the City Clerk, Janice Peters

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

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

(See Guidelines for Usage on next page)

National School Program Marks

The First Tee  
National School Program™



## EXHIBIT A (Continued)

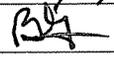
### Guidelines for Trademark Usage

#### **The First Tee National School Program™**

1. All uses of The First Tee® trademark words must include the ®, which indicates that the mark is a registered trademark. The ® must always be located in the top right position beside the "e". Upon request, Sponsor may use The First Tee logo but only in connection with sponsorship and promotion of the National School Program. All uses of The First Tee National School Program™ trademark must include the ™, which indicates that the mark is being registered as a trademark.
2. When the trademarks are used in text, the ® or ™, as the case may be, must be included with the first usage in the document but may be excluded thereafter. The logotype of the National School Program trademark may be considered first usage when it appears before text.
3. In text, capitalize the first letter of each word when writing "The First Tee" name. All other letters should be lower case.
4. The words "The First Tee" , "The First Tee National School Program" and "National School Program" should remain intact and not be used to form a composite, or hybrid, by use of prefixes, suffixes or the like. No other sponsor text can be joined with the trademark words. The National School Program logo design must be used as a whole with the text.
5. The National School Program trademark (text & design) should not be used in association with or in close proximity to any other emblem, symbol or trademark, whether or not these promote a product, service or business relationship without prior approval from The First Tee Trademark Manager. In addition, the trademark should not be an element of design within a logotype symbol or another logo, nor should anything be written or printed over the National School Program trademark.
6. Never use individual elements of the trademark design alone. Breaking up or rearranging the components of the trademark is not permitted.
7. All uses of the National School Program trademark shall be produced in the PMS (Pantone Color Matching System) colors or in black and white as stated on the color slicks available upon request.



**MEMORANDUM**

<b>To:</b>	Honorable Mayor and City Council
<b>Via:</b>	T. Jennene Norman-Vacha, City Manager 
<b>Via:</b>	Bill Geiger, Community Development Director 
<b>From:</b>	Steve Gouldman, AICP, City Planner 
<b>Subject:</b>	SE2010-01: Special Exception Use for a General Commercial PDP to allow for the following specific uses: entertainment; exhibition; commercial sales; education; public assembly; commercial vehicle parking; and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment.
<b>Petitioner:</b>	Hernando County Fair Association, Inc.
<b>Location:</b>	U.S. Highway 41 South and Oliver Street
<b>Date:</b>	October 4, 2010

**Introduction & Background Information:**

The petition is a request for a Special Exception Use for a General Commercial Planned Development Project (PDP) to allow for entertainment, exhibition, commercial sales, education, public assembly, commercial vehicle parking and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment. The property is presently zoned Agricultural and has a Public Facilities and Land Comprehensive Plan Future Land Use designation.

Located on the east side of U.S. Highway 41 South and south of Oliver Street, the subject site is approximately 36.4 acres in size and contains numerous structures and arenas. The property was annexed into the City in 1993 and has been the site of the Hernando County Fair many years prior to the annexation. However, in January 2009 the City received a neighboring resident complaint regarding the uses occurring on site. Subsequent to the complaint, staff inspected the property and determined a number of Land Development Code violations existed, including Recreational Vehicle (RV) parking and inhabitation, and the storage and repair of commercial vehicles and equipment. It has since been determined that 89 RV spaces were in existence prior to the 1993 annexation and could be considered legal nonconforming uses. Agricultural zoning district regulations do not permit the outdoor storage and maintenance of commercial vehicles and equipment unless authorized under a Special Exception permit. The uses and activities are the result of an agreement between the Hernando County Fair Association and North American Midway Entertainment (NAME) for NAME's use of the fairground property as their winter quarters.

On June 15, 2009, City Council authorized the Fair Association to allow NAME to continue to utilize the property for a one year period while the Fair Association and the City addressed the zoning issues. In order to allow additional time for the Fair Association's application for this Special Exception request to be processed, City Council extended the authorization for five years at their August 16, 2010 meeting.

**DATA & ANALYSIS**

**Zoning and Land Use:**

As noted above, the request is for a Special Exception for a General Commercial PDP to allow for entertainment, exhibition, commercial sales, education, public assembly, commercial vehicle parking and

recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment.

**Compatibility with Surrounding Area:**

The subject property is, as previously noted, located on the east side of U.S. Highway 41 South and south of Oliver Street. The general area along U.S. Highway 41 contains both commercial and residential uses and zoning. Immediately north of the subject site across Oliver Street are residentially developed properties and to the east are properties containing Hernando County offices as well as the former site of the Cooperative Extension Service. Southern Hills Plantation is situated south and east-southeast of the property. Given the fact that the facility and the majority of the requested uses have existed for a number of years, staff finds the request generally compatible with the area's development. Staff does note, however, that major repairs of vehicles and equipment would introduce a use not previously on-site or permitted in the general area and therefore should be prohibited. Welding, body work and/or painting, while considered major repairs, should be required to be conducted in enclosed structures. A condition of approval requiring such activities to be conducted indoors is provided below.

**Public Facilities and Level of Service:**

The project is presently served by City water and sewer services. Police, fire and sanitation collection services are also provided by the City. No new impacts to roads or utilities are anticipated. Notwithstanding the above, it has been observed that tractors with and without trailers have been utilizing Oliver Street to access the site. Given that Oliver Street is a narrow local road intended to primarily serve residential and low-intensity nonresidential uses, staff believes it inappropriate for the Fair Association's tenants to utilize Oliver Street for access. Therefore, a condition is provided prohibiting semi-trailer vehicle access from Oliver Street.

**Natural Resources and Features:**

As noted above, the property contains a number of structures and arenas. The site is not located within a well head protection area.

**Drainage:**

The subject site is located within Flood Zone C, which is defined as an area exhibiting minimal flood potential. If the property is redeveloped or additional development is proposed, the developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.



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



**Legal Note:** Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, Section 1.03 of the Charter of the City of Brooksville and Article II, Section 137-43 of the City of Brooksville's Code of Ordinances, the City Council has the power to conduct municipal functions and to approve Special Exception Use petitions.

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

have regulatory authority over the proposed development.

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

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

**Planning & Zoning Commission & Staff Recommendation:**

At their meeting on September 15, 2010, the Planning & Zoning Commission concurred with Staff to recommend that City Council approve the Special Exception Use request for a General Commercial Planned Development Project (PDP) consisting of the following specific uses: entertainment; exhibition; commercial sales; education; public assembly; commercial vehicle parking; and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment, subject to the following conditions:

1. The uses of the property shall include entertainment, exhibition, commercial sales, education, public assembly, commercial vehicle parking and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment. The property shall be developed in accordance with the C-2 zoning district standards and all other applicable regulations of the City Of Brooksville, Hernando County and the State of Florida unless otherwise specified herein.
2. The maximum number of recreational vehicle spaces shall be 89. Persons residing in a recreational vehicle shall occupy the vehicle for a maximum length of six continuous months. The recreational vehicle facility shall conform with all appropriate regulatory agency regulations which prescribe standards for water supply, sewage disposal and other facilities.
3. The outdoor storage of carnival-related vehicles shall be allowed between November 1 and May 1, except that incidental storage of the vehicles and equipment may occur throughout the year. Routine maintenance of vehicles and equipment may be performed outdoors, with the exception that all body repair and/or painting and welding shall be conducted within a structure enclosed on at least three sides. Routine maintenance shall include: replacement of fan belts, brake fluids, light bulbs, fuses, floor mats, windshield wipers and blades, and mirrors; fluid replacement; greasing and lubrication; emergency repair of wiring; minor adjustment not involving removal of the head of crankcase and grinding valves; battery recharging; safety inspections; service of sparkplugs and batteries; service of distributor and ignition system parts; service and repair of tires, but not recapping or regrooving; replacement of mufflers, tail pipes, water hoses, seat covers, grease retainers, wheel bearings, and the like; radiator cleaning and flushing; repairing fuel pumps, oil pumps, and the like; minor adjustment and repair of carburetors; adjusting brakes and installing brake shoes; wheel balancing; and other minor servicing of a similar intensity to those listed above. Major repairs, defined as those repairs or servicing not listed above but excluding body repair and/or painting and welding, shall be prohibited.
4. A maximum of two access drives to U.S. Highway 41 and three access drives to Oliver Street shall be permitted. Tractors and tractor-trailer combinations shall utilize the access drives located on

- U.S. Highway 41. Tractors and tractor-trailer combinations shall be prohibited from utilizing the access drives located on Oliver Street.
5. Prior to construction plan submittal for any new development, the developer shall provide to the Community Development Department for review and approval a detailed PDP development site plan depicting all the requirements specified herein as well as all appropriate and applicable data and information.
  6. The petitioner/developer shall obtain all permits and meet all applicable land development regulations, for construction or use of the property.
  7. If new development is proposed, the developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.

Attachments: 1) Rezoning/Special Exception Use Petition  
2) Area map

f:\wp\_work\sgouldman\zoning\fairgrounds\cc10182010fairgrounds.doc

**CITY OF BROOKSVILLE**  
**ZONING AMENDMENT PETITION**  
 Application to change a Zoning Classification

Date: 2-22-10

Print or Type all information. If you need any assistance, call the Community Development Department at (352) 540-3810.

<b>APPLICANT:</b> <u>Hernando Co. Fair Assoc., Inc.</u>		
Mailing Address: <u>P.O. Box 10456 Brooksville, FL 34603</u>		
Daytime Telephone: <u>796-4552</u>	FAX No: <u>799-2842</u>	E-Mail Address: <u>info@hernandofairgrounds.com</u>
<b>REPRESENTATIVE:</b> <u>Sandra Nicholson</u>		
Mailing Address: <u>P.O. Box 10456 Brooksville, FL 34603</u>		
Daytime Telephone: <u>796-4552</u>	FAX No: <u>799-2842</u>	E-Mail Address: <u>sandrakn@live.com</u>
<b>PUBLIC CONTACT PERSON:</b>		
Daytime Telephone:	FAX No:	E-Mail Address:
Will Expert Witness be utilized during the public hearings?		
<b>Legal Description:</b> Write below the complete legal description of the property. Include Section, Township and Range; and if applicable, Subdivision Name, Lot, Block, and Unit Number. Attach additional sheet if necessary.  <u>ATTACHED</u>		
Size of Area Covered by Application: <u>36.4</u>		
Highway and Street Boundaries: <u>US 41 + Oliver St.</u>		
Current Zoning Classification: <u>Ag</u>		
Zoning Classification Desired: <u>"Special"</u>		
Has a public hearing been held on this property within the past twelve months? <u>no</u>		

**ACKNOWLEDGMENT**

This acknowledgment must be signed in the presence of a Notary Public.

I, Sandra K. Nicholson, hereby state and affirm that all information submitted within this petition is in all respects true and correct to the best of my knowledge and belief and that:

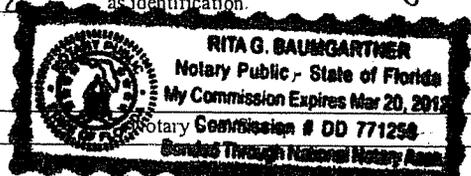
- I am the owner of the property covered under this application.
- I am the legal representative of the owner or lessee of the property described, which is the subject matter of this application.

Sandra K. Nicholson  
 Signature of Applicant or Representative

STATE OF FLORIDA  
 COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 9th day of August, 20 10, by Sandra Kay Nicholson who is personally know to me or who has produced FLDL N242791485230 as identification.

Rita G. Baumgartner  
 Signature of Notary Public



**APPOINTMENT OF AGENT**

**CITY OF BROOKSVILLE  
COUNTY OF HERNANDO  
STATE OF FLORIDA**

I, Hernando Co. Fair Assoc. Inc., the owner(s) in fee simple of the below described real property hereby appoint Sandra Nicholson as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(Insert Legal Description Below)

Dated: 8-9-10

Signed in the presence of:

WITNESSES:

Signature Richard Palava  
Print Name Richard Palava

Signature Richard Klimas  
Print Name Richard Klimas

Signature Patricia A. Palava  
Print Name PATRICIA A. PALAVA

Signature Deana J. Simons  
Print Name Deana J. Simons

LANDOWNER(S):

Signature Sandra K. Nicholson  
Print Name SANDRA K. NICHOLSON

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

***OWNER OR AGENT AFFIDAVIT***

**CITY OF BROOKSVILLE  
COUNTY OF HERNANDO  
STATE OF FLORIDA**

I, Sandra Nicholas, being duly sworn, hereby depose and say  
Hernando Co Fair Assoc., Inc. is the owner of the herein described property to-wit:

(Insert Legal Description Below)



July 26, 2010

City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

To Whom It May Concern:

The Hernando County Fair Assoc., Inc. is petitioning for an independent zoning designation for the properties under the operation of the HCFA. Due to the unique nature of operations of a fairground in the State of Florida, we feel this is most efficient route to resolve any and all issues regarding the fair ground usage.

As you know, we are governed by Florida State Statute: 616. The State has established certain regulations regarding the local county fairs and states: "recognized by the state as equal in dignity to the Florida State Fair and as fully recognized as the Florida State Fair."

We fully understand that HCFA will continue to be required to adhere to the permitting requirements of applicable governing agents. HCFA is a Federally registered 501(c)3, not for profit corporation. We receive no formal funding from either the State or local governments. We are also responsible to the Hernando County Board of Commissioners to make improvements and keep a well maintained facility.

We are striving to continue our "fair traditions," and at the same time, build for tomorrow.

Yours in service,

A handwritten signature in cursive script that reads "Sandra".

Sandra Nicholson  
President, Board of Directors  
Hernando Fair Assoc., Inc.

Hernando County Fair Association  
P.O. Box 10456, Brooksville, FL 34603  
Phone: 352-796-4552 Fax: 352-799-2842  
[www.hernandofairgrounds.com](http://www.hernandofairgrounds.com)

HERNANDO COUNTY FAIR ASSOCIATION BOARD OF DIRECTORS

Sandra Nicholson	President
Robin McAndrew	Vice-President
Nancy Lilley	Secretary
Shari Klimas	Treasurer
Stacy Johnston	Board Members
Jan Knowles	
Cloin Leibe	
Mona Premorel	
Tom Ringo	
Daina Simons	
David Ward	
Paul Wernicke	
Jim Adkins	
Tammy Fincher	
Nancy Moores	

## POTENTIAL GROUNDS USE

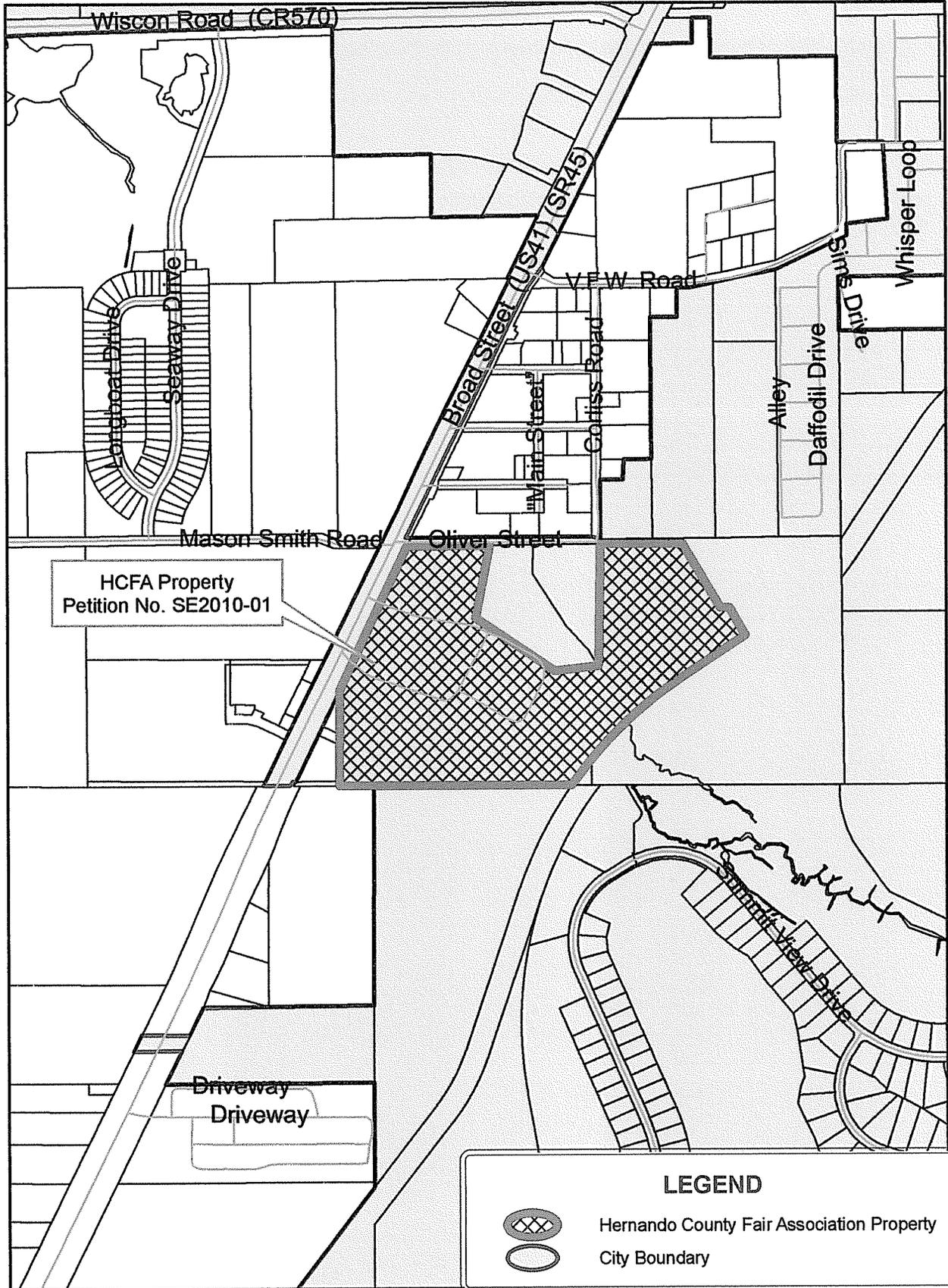
Agriculture Expos and events  
Antique Show  
Art Exhibits  
Auto Parts Swap Meet  
Banquets  
Beef/Cattle Exposition  
Bingo  
Bird Show  
Bowling Congress  
Boxing  
Bridal Show  
Bulls & Barrels  
Car Expo  
Carnivals  
Cat Shows  
Championship Wrestling  
Christmas Gift & Decorating Show  
Circus  
Coin Show  
Community Fundraisers  
Community Meetings  
Concerts  
Craft Market & Show  
Custom Car Show  
Dairy Show & Sale  
Dance/Parties & Teaching  
Dog Show  
Driving Schools  
Emergency Large Animal Shelter  
Emergency Rescue Training & Housing  
Emergency Shelter  
Family Reunion (High School or Other)  
Farm Machinery Show  
Farmers Market  
Flea Market  
Food Show  
Golf Show  
Grad night  
Gun & Knife Show  
High School Graduations  
Home, Garden & Remodeling Show  
Horse Show/Pulls  
Housing for security (RV sites)  
Hunting & Fishing Shows  
Industrial Show  
Lawn, Garden & Power Equipment Expo  
Licensing & Testing Seminars (Professional)  
Livestock Expos  
Manufactured Housing Sale & Show  
Monster Truck Show  
New/Used Car Show

POTENTIAL GROUNDS USE

New/Used Heavy Equipment Sale  
Over flow - pre-event site for airport RV show/rally  
Parking for midways, etc. for civic groups in county hosting events (Kawinis, Rotary, Churches, ect.)  
Plumbing, Heating & Cooling Trade Show  
Product Distributor Meeting  
Quartet Convention  
Reading Festival  
Recreational & Collegiate Competitions  
Recreational Vehicle Industry Show/Rally  
Religious Assembly  
Restaurant Assn's Food Service Expo  
Rodeo  
Sheriff mounted patrol, training, storage, RV parking  
Soccer, Tennis, B-Ball, Volleyball (Tournaments/Exhibition Matches/Banquets)  
Sport & Boat Show/Sale  
Storage FDOT large equipment  
Storage for 501.c(3) project  
Storage, service area ATT large trucks, equipment, RV parking  
Storage, service area for midway company RV parking  
Summer/Fall Carnival  
Telecasts  
Town & Farm Dinners  
Tractor/Truck pulls  
Truck Show  
Vacation/Travel Show  
Variety Show  
Wedding Receptions  
Women's Show



Hernando County Fair Association, Inc. Property  
 Petition No. SE2010-01  
 Location Map



\*Base map information provided by the Hernando County Property Appraiser's office.  
 Map created by the Brooksville Community Development Department.  
 Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.

*City of Brooksville*

# *Proclamation*

**WHEREAS**, the City of Brooksville is committed to ensuring the safety and security of all those living in and visiting our city; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are where people are at the greatest risk to fire; and

**WHEREAS**, working smoke alarms cut the chance of dying in a reported fire in half, nearly 3,000 people die each year as a result of home fires in which no smoke alarms or *working* smoke alarms were present; and

**WHEREAS**, the National Fire Protection Association recommends at least one smoke alarm on every level of the home (including the basement) outside all sleeping areas, and in all bedrooms; and

**WHEREAS**, informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and

**WHEREAS**, the City of Brooksville's first responders are dedicated to reducing the occurrence of home fires and home fire deaths and injuries through prevention and proper education; and

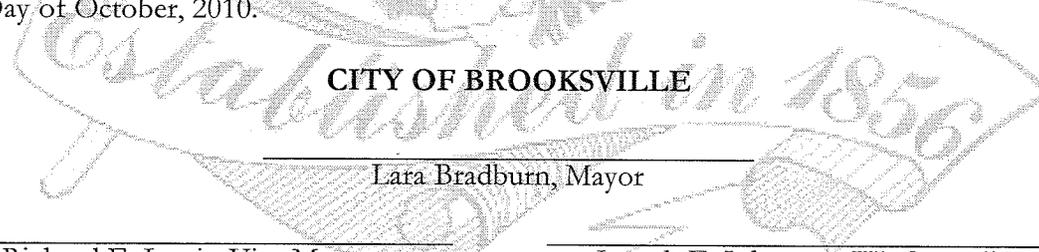
**WHEREAS**, The Fire Prevention Week, October 3-9 theme, "Smoke Alarms: A Sound You Can Live With!" actively works to motivate residents to implement smoke alarm recommendations in their homes.

**NOW, THEREFORE, ON THE BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, I, LARA BRADBURN, MAYOR**, so declare and proclaim, the week of October 3-9, 2010, as

## *"Fire Prevention Week"*

and call upon the people of the City of Brooksville to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week 2010.

**IN WITNESS WHEREOF**, I hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 4<sup>th</sup> Day of October, 2010.



**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Lara Bradburn, Mayor

\_\_\_\_\_  
Richard E. Lewis, Vice Mayor

\_\_\_\_\_  
Joseph E. Johnston, III, Council Member

\_\_\_\_\_  
Joe Bernardini, Council Member

\_\_\_\_\_  
Frankie Burnett, Council Member

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

**RESOLUTION NO. 2010-20**

**A RESOLUTION IN APPRECIATION OF THE YEARS OF SERVICE RENDERED TO THE CITY OF BROOKSVILLE AND ITS CITIZENS BY PATRICIA JOBE.**

**WHEREAS, PATRICIA (PAT) JOBE** was employed by the City of Brooksville on October 2, 1995, and has, since that time, faithfully rendered a high level of quality service to the Community Development Department, the City of Brooksville, and the citizens of this community with her professional expertise, dedication, and helpfulness; and,

**WHEREAS, PAT JOBE**, having previously worked for the City of Brooksville from January 1977 until she semi-retired in August 1993, she was initially re-hired in July 1995 as Temporary General Service Secretary to the Administrative Department. She has also served as Interim Deputy City Clerk, filled in for the Development Department when there was a vacancy of the Director and the Planner, and promoted in 2000 to the Community Development Planning and Zoning Coordinator position of which she is now retiring; and,

**WHEREAS, PAT JOBE** has decided to retire effective October 4, 2010.

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

1. That this Resolution is hereby adopted in recognition of fifteen (15) years of faithful performance of duty by **PAT JOBE**.
2. That this Resolution is further adopted to set forth and memorialize the great affection in which **PAT JOBE** is hereby held by the City of Brooksville, its Council Members, employees and citizens, and to make record of their appreciation and testament to the services performed by said **PAT JOBE** as a servant of the people.

**ADOPTED** in regular session this 4<sup>th</sup> day of October, 2010.

**CITY OF BROOKSVILLE**

BY: \_\_\_\_\_  
Lara Bradburn, Mayor

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC  
City Clerk

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

**VOTE OF CITY COUNCIL**

Bernardini	_____
Bradburn	_____
Johnston	_____
Lewis	_____
Pugh	_____

\_\_\_\_\_  
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC  
City Attorney

**AGENDA ITEM  
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER   
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR   
SUBJECT: **Hernando Youth League, Inc. User Agreement**  
DATE: September 21, 2010

**GENERAL SUMMARY/BACKGROUND:**

At the September 20, 2010, City Council meeting, changes were requested by Council to be made in the user agreement between the City of Brooksville and the Hernando Youth League, Inc. (HYL). Changes were to reflect that at the end of the agreement in 2013, there would not be an automatic one year renewal to the agreement, instead both parties will now be required to negotiate any renewal term to the agreement 30 days prior to the renewal date. The revised agreement is provided to you as "Attachment 1".

**BUDGET IMPACT:**

SB. The budget impact will be additional revenues that will offset a small portion the Parks Department operating expenditures for operating supplies and utilities used by HYL.

**LEGAL REVIEW:**

 The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of fiscal benefit and pursuant to Sec. 1.03 and 5.01 of the City's Charter, the City Council is authorized to enter into contracts for use of its facilities.

**STAFF RECOMMENDATION:**

Staff recommends that Council approve the provided user agreement with the Hernando Youth League, Inc. and authorize the Mayor to sign the agreement.

**City of Brooksville**  
**PARKS AND RECREATION**  
**USER AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and Hernando Youth League, Inc. (hereinafter referred to as HYL).

**WHEREAS**, the CITY owns two (2) youth softball fields in addition to the Softball Stadium and related facilities located in Tom Varn Park; and

**WHEREAS**, HYL desires to use the fields and Stadium at various times for a Youth Softball program; and

**WHEREAS**, organized softball is an intricate component of an active sport program, and supports the City's commitment to providing a broad range of recreational activities for the community.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree, each with the other, as follows:

**Section 1. Term.** This Agreement shall become effective on the date executed by the CITY and shall run for a period of three (3) years to 2013. The Agreement will automatically be extended for additional one (1) year terms if not earlier terminated as provided for herein.

**Section 2. Equipment and Facility Use.** HYL may utilize the Stadium, softball field, locker rooms, and the concession stand (collectively referred to as the "Facilities") on days reserved by HYL, and may also operate the concession stand at other times with the approval of the CITY.

- A. *Concession Stand.* HYL will operate the concession stand in accordance both with appropriate health and safety standards, and with all ordinances, statutes, rules, regulations, and other applicable law. Existing kitchen equipment owned by the CITY may be used by HYL; however the kitchen equipment may be removed or replaced at the City's option at any time. Sale, distribution, or consumption of alcoholic beverages is prohibited.
- B. *Softball Fields and Stadium.* HYL will have the option of reserving the softball fields and the stadium provided the Facilities have not been previously reserved pursuant to the agreement between the Hernando County School Board and the CITY, and provided at least one of the three (3) fields are available for open play at least one day each week. The Facilities are provided in an "as is" condition.
- C. *Facility Management.* HYL will be responsible for scheduling, crowd control, operation and cleanliness of the stadium concession areas, and supervising the use of the Facilities when reserved by HYL. The City will be responsible for field preparation, mowing, restrooms, utilities, solid waste disposal and repairs to the Facilities which are not the result of actions caused by the negligence or misuse of HYL.

**Section 3. Payment.** The following payments and fees shall be required:

- A. *User Fee.* HYL will pay the CITY a user fee in the annual amount of one thousand seven hundred fifty (\$1,750.00) dollars ("User Fee"), for each year of the initial term, to partially offset direct costs for field utilities and facility maintenance and repair. User Fees are due prior to use of the Facilities, but no later than June 1 of each year. If User Fees are not received within thirty days (30) of June 1

each year, HYL may lose use of the Facilities until such time as the User Fee is paid. The User Fee for any renewal term shall be negotiated by the Parties no less than (30) days prior to the renewal date.

- B. *Field Expenses.* In addition to the User Fee, HYL will be charged monthly for the amount of field chalk and paint used for that month ("Field Expenses"). The charge for the chalk will be \$7.50 per 50 lbs. bag and \$42.00 per case of 12, 18 oz. spray cans. Field Expenses shall be paid on or before the first day of the month for that month.
- C. *Tournament Fees.* HYL will also pay a Tournament Fee of twenty-five dollars (\$25) per team for tournaments which are hosted by HYL, such as, but not limited to, Districts, State, and World Series Tournaments. Tournament Fees are to be paid prior to the first day of each tournament.
- D. In the event that Field Expenses and Tournament Fees are not timely paid as set forth herein, HYL may lose use of the Facilities until such time as the Field Expenses and Tournament Fees have been paid.

**Section 4. Indemnification and Insurance.** HYL shall be solely and entirely responsible for its tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. HYL agrees to indemnify and hold harmless the CITY, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of HYL, its agents, or employees during performance under this Agreement. As a condition of this Agreement for use of the Facilities, HYL will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

General Liability in an amount not less than \$500,000; Fire and Property Damage, \$100,000; and Worker's Compensation Statutory Limits plus Employee Liability, \$100,000.

The CITY, in its sole and absolute discretion, reserves the right to require additional lines of coverage in the event activities of HYL on the Facilities change or require such additional coverage.

**Section 5. Termination.** This Agreement may be terminated by either party on thirty (30) days prior written notice without a penalty or further obligation. HYL agrees to remove any personal property owned by HYL from the Facilities within ten (10) days of the effective date of termination.

**Section 6. Default.** In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have ten (10) calendar days to cure the default. If such default is not corrected within the time specified, the Parties may attempt to resolve the dispute through alternative dispute resolution.

**Section 7. Notice.** All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, postage pre-paid, and properly addressed to the Party to be notified at the address noted below; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature. Any notice or disclosure required and/or permitted under this Agreement, and any change of the address and/or identity of a person to be notified, shall be made in accordance with the above notice provision, and such notices shall be sent to:

***If to HYL:***

Hernando Youth League, Inc.  
PO Box 804  
Brooksville, Florida 34605

***If to City:***

City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

With a Copy to:

With a Copy To:

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

**Section 8. Law of Agreement.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the charging party elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

**Section 9. Entire Agreement.** Unless otherwise specified herein, this Agreement constitutes the sole and only agreement of the Parties hereto, and supersedes any prior written or oral understandings or agreements between the Parties regarding the subject matter hereof.

**Section 10. Waiver.** No waiver or estoppel as to or against any Party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly and explicitly concerned, and then only for that occurrence, and not either as to future such occurrences, or as to any other matter or occurrence.

**Section 11. Modification and Assignment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned, transferred, or pledged by either Party without the other Party's prior written consent.

**Section 12. Attorney's Fees.** In the event any dispute arises between or among any of the Parties hereto, the prevailing Party in such dispute shall be entitled to recover its attorneys' fees, expenses, and costs, regardless of whether litigation is filed, including, but not limited to, fees for administrative hearings, quasi-judicial hearings, trials, and appeals from any of the same.

**Section 13. General.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, where the

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

**Section 14. Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by the CITY and HYL.

**HERNANDO YOUTH LEAGUE**

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

Lara Bradburn

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

Mayor, City Council

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*ATTESTED to by the City Clerk, Janice Peters*

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

*Jennifer C. Rey*  
\_\_\_\_\_  
*City Attorney*



## AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER  
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR  
**SUBJECT: First Tee National School Program Agreement**

DATE: September 23, 2010

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**GENERAL SUMMARY/BACKGROUND:** In April 2010, The First Tee of Brooksville applied for grant funding in the amount of \$20,000.00 from the Florida Junior Golf Council (FJGC) with the hopes of securing funds to implement the First Tee National School Program (NSP) in all 12 elementary schools in Hernando County. These funds were accepted by City Council at their July 19, 2010 meeting.

The purpose of the program is to offer an entry level golf curriculum designed to be part of elementary school physical education programs. Taught during P.E. classes, the program is a fun, effective way to introduce children to the basics in golf skills, etiquette and play. Along with teaching the game of golf, the program gives children character education by instilling First Tee's nine core values: Honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy and judgment.

As a reminder the total cost to fund the NSP for all 12 elementary schools is \$36,000, and with the grant funding in the amount of \$20,000.00 and a National First Tee sponsor of \$200 per school (\$200 per school x 12 schools) of another \$2,400.00 that left a short fall of \$13, 570.00.

Although it was previously stated at the July 19, 2010 City Council meeting that we would need to come up with an additional \$13, 570 in matching funds to implement the program, staff has worked with the World Golf Foundation Inc. to modify the sponsor agreement and allow us to move forward with implementing the National School Program without any matching funds. So at this time we will not offer the program in all 12 elementary schools, but will implement the program in 7 schools and when the additional funds are raised we will include the other 5 schools to total 12.

Attached for your review is the National School Program agreement.

**BUDGET IMPACT:** The funds are available and have been budgeted in the 10/11 Budget within our First Tee Fund #129.

**LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const. /Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

**STAFF RECOMMENDATION:** Staff recommends that Council authorize the Mayor to sign the sponsor agreement with the World Golf Foundation, Inc.

## NATIONAL SCHOOL PROGRAM SPONSOR AGREEMENT

(Brooksville, FL)

This National School Program Sponsor Agreement ("Agreement") is made and entered into as of the 20<sup>th</sup> day of September, 2010 by and between **WORLD GOLF FOUNDATION, INC.**, a Florida not for profit corporation, by and through its division, **THE FIRST TEE** ("The First Tee"), and **CITY OF BROOKSVILLE, DEPARTMENT OF PARKS AND RECREATION**, a tax exempt municipal corporation, doing business as The First Tee of Brooksville ("Sponsor").

### BACKGROUND

- A. The First Tee<sup>®</sup>, a division of the World Golf Foundation, Inc., has the mission of impacting the lives of young people by providing learning facilities and educational programs that promote character development and life-enhancing values through the game of golf. To carry out its mission, The First Tee has developed and continues to develop local non-profit chapter organizations and a system of golf training and life skills character education programs primarily within the United States.
- B. The First Tee National School Program<sup>™</sup> ("National School Program") is an outreach program of The First Tee designed to introduce the game of golf to students through school physical education programs and to provide interested children and families with next step golf opportunities.
- C. Sponsor is an existing chapter of The First Tee licensed to deliver The First Tee brand of life skills education programs in the City of Brooksville ("Service Area") as described herein.

### RECITAL OF CONSIDERATION

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and The First Tee agree as follows:

### AGREEMENT OF THE PARTIES

1. Term. The term of this Agreement shall commence as of the date first above written and shall terminate on December 31, 2010 (the "Term"), with any renewal by mutual written agreement.
2. The First Tee Obligations. The First Tee intends to expand the National School Program to schools in the Service Area and, subject to receipt of funds described in Section 3(a) below, will provide the following resources to benefit the National School Program in the Service Area during the Term:

(a) Establish the National School Program in seven (7) schools, recognizing the need for The First Tee to obtain approval from the individual schools to conduct the program in each instance;

(b) Deliver the necessary curriculum materials, teacher training using The First Tee eLearning online course and equipment to the schools participating in the National School Program;

(c) Obtain execution of the appropriate registration forms by each individual school, which explain that the school owns the materials and equipment provided hereunder and that the school district's trained teachers are responsible for delivering the National School Program as part of the physical education curriculum;

(d) Permit the Sponsor to use the National School Program Marks described on Exhibit A to identify the Sponsor and other National School Program donors, as a "sponsor of The First Tee National School Program™" ("Official Designation") and to work in cooperation with the Sponsor to promote National School Program objectives and school participation in the Service Area; and

(e) In consideration of the Sponsor Contributions described in Section 3(a) below, provide a one-time allocation of \$930 from its 2010 resources designated to support the National School Program, to be used to implement the National School Program in the Service Area during the Term.

3. Sponsor Obligations. Sponsor agrees to provide the following resources to implement the National School Program in the Service Area during the Term:

(a) Cash contributions due and payable to The First Tee as follows ("Sponsor Contributions"): \$20,000 on or before October 15, 2010 (although Sponsor will seek to donate more as a fair distribution of proceeds). The First Tee will accept payments directly from any other donors or sponsoring organizations if expressly designated to pay the Sponsor Contributions described herein. Checks shall be made payable to "The First Tee" and remitted to One World Golf Place, St. Augustine, Florida 32092; Attn: Accounting Department. The First Tee shall use such contributions towards the implementation of the National School Program in the Service Area;

(b) If, by the end of the Term, The First Tee does not establish the program in the number of schools described in Section 2(a) above, the Sponsor may request a pro rata refund of the unused Sponsor Contributions based on the paid Sponsor Contributions divided by the number of schools in Section 2(a); and

(c) Utilize the National School Program Marks and Official Designation to promote National School Program objectives and school participation, and to solicit contributions from donors within the Service Area to meet Sponsor's obligations in Section 3(a) above. Sponsor agrees to provide donors with a written receipt for all charitable donations as provided by law.

(d) Work together with school representatives to promote community awareness and create more golf opportunities for interested students.

4. Use of Intellectual Property. Sponsor and The First Tee each will have an opportunity to review and approve all artwork, copy or other materials utilizing the reviewing party's name, logos, or trademarks prepared by the other party for or in connection with this Agreement prior to any production or distribution thereof. Any objections or corrections must be communicated to the submitting party within five (5) days after the materials have been received by the reviewing party or such objections and corrections will be deemed waived. All objections will be mutually discussed and reasonable efforts will be made by the parties to reach a prompt and satisfactory agreement.

The temporary, non-exclusive license of the National School Program Marks hereunder is only for use by Sponsor during the Term hereof in connection with promoting and securing funds for the National School Program in the Service Area and does not permit Sponsor to sub-license the use of such marks to any third party, except for use by sponsoring organizations and other donors as described in Section 2(d) above. In addition, the National School Program Marks cannot be associated with any alcohol, tobacco or other sponsors deemed inappropriate by The First Tee. The First Tee also reserves the right to modify the National School Program Marks and/or the Official Designation during the Term to accommodate future national sponsors.

5. Miscellaneous. . All questions, issues or disputes arising out of or under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation to this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Parties hereby irrevocably waive any and all rights to have this action brought in any place other than Hernando County, Florida. The parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree that this Agreement is consummated and entered into in Hernando County, Florida. Neither party hereto may assign its respective rights and obligations hereunder without the consent of the other party. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**WORLD GOLF FOUNDATION, INC.**  
by and through its division, **THE FIRST TEE**

By: \_\_\_\_\_  
Kelly A. Martin  
Executive Director

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Lara Bradburn, Mayor

\_\_\_\_\_  
ATTESTED to by the City Clerk, Janice Peters

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

\_\_\_\_\_  
City Attorney

EXHIBIT A

(See Guidelines for Usage on next page)

National School Program Marks

The First Tee  
National School Program™



## EXHIBIT A (Continued)

### Guidelines for Trademark Usage

#### **The First Tee National School Program™**

1. All uses of The First Tee® trademark words must include the ®, which indicates that the mark is a registered trademark. The ® must always be located in the top right position beside the "e". Upon request, Sponsor may use The First Tee logo but only in connection with sponsorship and promotion of the National School Program. All uses of The First Tee National School Program™ trademark must include the ™, which indicates that the mark is being registered as a trademark.
2. When the trademarks are used in text, the ® or ™, as the case may be, must be included with the first usage in the document but may be excluded thereafter. The logotype of the National School Program trademark may be considered first usage when it appears before text.
3. In text, capitalize the first letter of each word when writing "The First Tee" name. All other letters should be lower case.
4. The words "The First Tee" , "The First Tee National School Program" and "National School Program" should remain intact and not be used to form a composite, or hybrid, by use of prefixes, suffixes or the like. No other sponsor text can be joined with the trademark words. The National School Program logo design must be used as a whole with the text.
5. The National School Program trademark (text & design) should not be used in association with or in close proximity to any other emblem, symbol or trademark, whether or not these promote a product, service or business relationship without prior approval from The First Tee Trademark Manager. In addition, the trademark should not be an element of design within a logotype symbol or another logo, nor should anything be written or printed over the National School Program trademark.
6. Never use individual elements of the trademark design alone. Breaking up or rearranging the components of the trademark is not permitted.
7. All uses of the National School Program trademark shall be produced in the PMS (Pantone Color Matching System) colors or in black and white as stated on the color slicks available upon request.



## AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER  
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR  
SUBJECT: **Inmate Work Squad Contract Agreement**  
DATE: September 24, 2010

**GENERAL SUMMARY/BACKGROUND:** During Budget workshops this year, Council gave staff direction to negotiate an agreement with the Department of Corrections to replace the 'Free "work squad that the Parks Department lost July 1, 2010 due to State budget cuts. We have attached the inmate work squad cost detail from the Florida Department of Corrections for your review.

The proposed cost detail for the new agreement has an initial first year increase of \$6322, which is to cover the cost of \$1500 for personnel training and \$4822 for a vehicle mounted radio for a total agreement cost of \$62,789.00. Staff will still continue to negotiate with the Department of Corrections or look for other measures in reducing the first year increase, but would like to move forward with finalizing an agreement at this time.

**BUDGET IMPACT:** The proposed cost detail is for a total of \$62,789.00, \$57,000 has been budgeted in the Park and Facilities 10/11 Budget, in line item 001-020-572-53400, Other Contractual Services.

**LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const. /Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

**STAFF RECOMMENDATION:** Staff recommends that Council allow staff to negotiate an inmate work squad contract with the Florida Department of Corrections, not to exceed \$62,789.00 and authorize the Mayor to sign the agreement.

**Addendum A**

**Inmate Work Squad Detail of Costs for XXXXXXXXXXXXXXXX  
Interagency Contract Number WSXXX Effective XXXXXXXXXXXXXXXX**

**\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\***

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

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

Per Officer	Total
Annual Cost	Annual Cost

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

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

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

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

Costs include but may not be limited to the following:  
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

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

Number	Total
Squads	Annual Cost

1	\$ 750.00
	\$ 750.00

**III. ADDITIONAL AGENCY EXPENSES:**

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

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

**Addendum A**

**Inmate Work Squad Detail of Costs for XXXXXXXXXXXXXXXXXXXX  
Interagency Contract Number WSXXX Effective XXXXXXXXXXXXXXXX**

Per Unit Cost	Number of Units
\$ 4,822.00	0
	1

Bill To Agency	Provided By Agency	Already Exists
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Cost
\$ -
\$ 4,822.00
<u>\$ 4,822.00</u>

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

Hand Held Radio      MACOM \$4969.00  
 Vehicle Mounted Radio      MACOM \$4822.00

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

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

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

Total Cost
\$4,822.00
<u>\$4,822.00</u>

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

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

Total Cost
\$57,217.00
\$750.00
<u>\$57,967.00</u>

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

<u>\$62,789.00</u>
--------------------

**VIII. OVERTIME COSTS:**

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

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for XXXXXXXXXXXXXXXX**  
**Interagency Contract Number WSXXX Effective XXXXXXXXXXXXXXXX**

**Section I.**

Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

**Section II.**

Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

**Section III.**

Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

**Section IV.**

The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

**Section V.**

The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

**Section VI.**

The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

**Section VII.**

The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

**Section VIII.**

Any agreement in this area will be billed separately as charges are incurred.



AGENDA ITEM NO. E-4  
10/4/10

**CONSENT AGENDA ITEM**  
**MEMORANDUM**

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

**FROM:** T. JENNENE NORMAN-VACHA, CITY MANAGER *tJennene*

**SUBJECT:** COUNCIL APPOINTMENT OF ALTERNATE MEMBER FOR THE  
HERNANDO COUNTY METROPOLITAN PLANNING  
ORGANIZATION

**DATE:** SEPTEMBER 27, 2010

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**General Summary / Background:** The Hernando County Metropolitan Planning Organization (MPO) staff has requested that the Brooksville City Council formalize the appointment of an “alternate” representative for the MPO. Currently Mayor Bradburn serves as the City’s member/representative. The Mayor has requested that Councilman Johnston serve as alternate MPO member/representative in her absence. Councilman Johnston has previously served as the City’s MPO representative and has agreed to serve as the City’s current alternate member/representative.

**Budget Impact:** There is no budget impact with the confirmation of an alternate MPO representative.

**Legal Review:** The Brooksville City Council has the authority to appoint fellow Council members to serve as City representatives/members on boards as appropriate.

**Staff Recommendation:** Staff recommends confirmation/approval of Councilman Joe Johnston to serve as the City’s Hernando County Metropolitan Planning Organization alternate member/representative in the absence of the MPO member.

**Memorandum**

<b>To:</b>	Honorable Mayor & City Council Members
<b>Via:</b>	T. Jennene Norman-Vacha, City Manager
<b>From:</b>	Bill Geiger, Community Development Director 
<b>Subject:</b>	Withlacoochee Regional Planning Council (WRPC) Annual Renewal - Agreement for Professional Services
<b>Date:</b>	September 27, 2010

**GENERAL INFORMATION:**

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

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

**BUDGET IMPACT:**

There is no budget impact by entering into and signing the agreement. An impact may only occur if the City solicits specific services from the WRPC that would trigger the provisions of the agreement. No plans are currently in place to utilize the WRPC for services during the 2010-2011 fiscal year.

**LEGAL STATEMENT:**

The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

**STAFF RECOMMENDATION:**

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

- Enclosure(s):**
1. Moehlman-to-Norman-Vacha letter dated 09/20/2010
  2. Proposed Agreement for Professional Services

MICHAEL R. MOEHLMAN  
EXECUTIVE DIRECTOR

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

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



OFFICERS

RONALD ALLEN  
CHAIR

JOSEPH JOHNSTON, III  
VICE - CHAIR

BARBARA FITOS  
SECRETARY

September 20, 2010

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

Dear Ms. Norman-Vacha:

Enclosed please find two original copies of contracts for renewal of the City of Brooksville's service agreement with the Withlacoochee Regional Planning Council; the agreement is for services needed through September 30, 2011. Once the contract has been approved by the appropriate authority, please return one fully-executed copy for our files.

The agreement is essentially the same as the one for the fiscal year ending September 30, 2010; the contract imposes no retainers and all services are performed only on written request.

Please telephone if you have any questions.

Sincerely,

Michael R. Moehlman  
Executive Director

MRM:bjf

Enclosures

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**  
**THE CITY OF BROOKSVILLE**  
**AND THE**  
**WITHLACOOCHEE REGIONAL PLANNING COUNCIL**

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

**WITNESSETH:**

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

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

1. Performance of Service: Local Government hereby contracts and agrees to engage Council to perform such services on behalf of Local Government as provided for in Exhibit "A" attached hereto and made a part hereof, and to compensate Council for its performance of said services as provided for in paragraph 4 and Exhibit "B" herein. Said services shall be scheduled and arranged in accordance with the provisions of Exhibit "A".
2. Area Covered: Council shall perform its services as provided for in Exhibit "A" attached hereto in connection with and respecting the following area or areas, herein called the "service area." Said service area being that area contained within the municipal limits of the City of Brooksville.
3. Contract Period: (See Paragraph 6).
4. Compensation and Method of Payment: Council shall be compensated for the services it renders to Local Government as provided for herein in accordance with the schedule provided for in Exhibit "B" (Payment Schedule) attached hereto and made a part hereof. Council shall submit invoices to the Local Government in accordance with the Payment Schedule provided for in Exhibit "B" attached hereto which shall be due and payable by Local Government upon their receipt of same. The parties hereto understand and agree that the payment to Council by Local Government shall be in accordance with the provisions of Exhibit "B" attached hereto, and that Local Government at the expiration of the term of this AGREEMENT shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the professional services; said direct costs and expenses shall include time of personnel, travel, and associated costs.
5. Council Coordination: The Council shall maintain a close working relationship with the Local Government. The Council shall coordinate with the city's Community Development Director, who shall be designated as the Program Coordinator with the Council throughout the contract period.
6. Duration and Termination: It is mutually agreed that this agreement shall commence October 1, 2010 and continue through September 30, 2011. However, this AGREEMENT may be terminated subject to the terms of the AGREEMENT. It is mutually agreed that each of the parties shall have, and there is hereby reserved to each party the absolute right to cancel and annul this AGREEMENT at any time

upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, all finished and unfinished research, prepared by the Council under this AGREEMENT shall be made available to the Local Government. The Local Government shall be billed for all costs incurred for services provided by the Council after the termination of this AGREEMENT.

7. Contract Modification: Local Government and the Council shall mutually agree upon any extension of or revision, modification, or addition to this AGREEMENT and/or any provisions of Exhibit "A" all of which extensions, revisions, modifications and additions shall be in writing and signed by the parties. Upon the decision to modify this AGREEMENT, a mutually agreeable fee for the performance of the modified services shall be negotiated and agreed upon by the parties hereto in writing.

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

Witnesses:

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

City of Brooksville

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

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

\_\_\_\_\_  
Title

Witnesses:

Alenda J. Roberts

BF Fowler

Withlacoochee Regional Planning Council

DATE: 9/17/10

BY: Michael R. Moehlman

Michael R. Moehlman, Executive Director  
Title

EXHIBIT "A"

Task I: General services to be provided by the Council

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

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

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

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

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

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

EXHIBIT "B"

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

Hourly Rate\* Schedule (Effective October 1, 2010)

Planning Director	\$52
Senior Planner	\$35
Principal Planner	\$34
Planner I	\$28
Geo Database Manager	\$40
Secretarial (Average)	\$32

\*Rate varies monthly because of paid leave time used.

**MEMORANDUM**

<b>To:</b>	Honorable Mayor and City Council
<b>Via:</b>	T. Jennene Norman-Vacha, City Manager 
<b>Via:</b>	Bill Geiger, Community Development Director 
<b>From:</b>	Steve Gouldman, AICP, City Planner 
<b>Subject:</b>	SE2010-01: Special Exception Use for a General Commercial PDP to allow for the following specific uses: entertainment; exhibition; commercial sales; education; public assembly; commercial vehicle parking; and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment.
<b>Petitioner:</b>	Hernando County Fair Association, Inc.
<b>Location:</b>	U.S. Highway 41 South and Oliver Street
<b>Date:</b>	October 4, 2010

**Introduction & Background Information:**

The petition is a request for a Special Exception Use for a General Commercial Planned Development Project (PDP) to allow for entertainment, exhibition, commercial sales, education, public assembly, commercial vehicle parking and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment. The property is presently zoned Agricultural and has a Public Facilities and Land Comprehensive Plan Future Land Use designation.

Located on the east side of U.S. Highway 41 South and south of Oliver Street, the subject site is approximately 36.4 acres in size and contains numerous structures and arenas. The property was annexed into the City in 1993 and has been the site of the Hernando County Fair many years prior to the annexation. However, in January 2009 the City received a neighboring resident complaint regarding the uses occurring on site. Subsequent to the complaint, staff inspected the property and determined a number of Land Development Code violations existed, including Recreational Vehicle (RV) parking and inhabitation, and the storage and repair of commercial vehicles and equipment. It has since been determined that 89 RV spaces were in existence prior to the 1993 annexation and could be considered legal nonconforming uses. Agricultural zoning district regulations do not permit the outdoor storage and maintenance of commercial vehicles and equipment unless authorized under a Special Exception permit. The uses and activities are the result of an agreement between the Hernando County Fair Association and North American Midway Entertainment (NAME) for NAME's use of the fairground property as their winter quarters.

On June 15, 2009, City Council authorized the Fair Association to allow NAME to continue to utilize the property for a one year period while the Fair Association and the City addressed the zoning issues. In order to allow additional time for the Fair Association's application for this Special Exception request to be processed, City Council extended the authorization for five years at their August 16, 2010 meeting.

**DATA & ANALYSIS**

**Zoning and Land Use:**

As noted above, the request is for a Special Exception for a General Commercial PDP to allow for entertainment, exhibition, commercial sales, education, public assembly, commercial vehicle parking and

recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment.

**Compatibility with Surrounding Area:**

The subject property is, as previously noted, located on the east side of U.S. Highway 41 South and south of Oliver Street. The general area along U.S. Highway 41 contains both commercial and residential uses and zoning. Immediately north of the subject site across Oliver Street are residentially developed properties and to the east are properties containing Hernando County offices as well as the former site of the Cooperative Extension Service. Southern Hills Plantation is situated south and east-southeast of the property. Given the fact that the facility and the majority of the requested uses have existed for a number of years, staff finds the request generally compatible with the area's development. Staff does note, however, that major repairs of vehicles and equipment would introduce a use not previously on-site or permitted in the general area and therefore should be prohibited. Welding, body work and/or painting, while considered major repairs, should be required to be conducted in enclosed structures. A condition of approval requiring such activities to be conducted indoors is provided below.

**Public Facilities and Level of Service:**

The project is presently served by City water and sewer services. Police, fire and sanitation collection services are also provided by the City. No new impacts to roads or utilities are anticipated. Notwithstanding the above, it has been observed that tractors with and without trailers have been utilizing Oliver Street to access the site. Given that Oliver Street is a narrow local road intended to primarily serve residential and low-intensity nonresidential uses, staff believes it inappropriate for the Fair Association's tenants to utilize Oliver Street for access. Therefore, a condition is provided prohibiting semi-trailer vehicle access from Oliver Street.

**Natural Resources and Features:**

As noted above, the property contains a number of structures and arenas. The site is not located within a well head protection area.

**Drainage:**

The subject site is located within Flood Zone C, which is defined as an area exhibiting minimal flood potential. If the property is redeveloped or additional development is proposed, the developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.



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



**Legal Note:** Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, Section 1.03 of the Charter of the City of Brooksville and Article II, Section 137-43 of the City of Brooksville's Code of Ordinances, the City Council has the power to conduct municipal functions and to approve Special Exception Use petitions.

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

have regulatory authority over the proposed development.

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

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

**Planning & Zoning Commission & Staff Recommendation:**

At their meeting on September 15, 2010, the Planning & Zoning Commission concurred with Staff to recommend that City Council approve the Special Exception Use request for a General Commercial Planned Development Project (PDP) consisting of the following specific uses: entertainment; exhibition; commercial sales; education; public assembly; commercial vehicle parking; and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment, subject to the following conditions:

1. The uses of the property shall include entertainment, exhibition, commercial sales, education, public assembly, commercial vehicle parking and recreational vehicle park uses as well as the outdoor storage and routine maintenance of carnival-related vehicles and equipment. The property shall be developed in accordance with the C-2 zoning district standards and all other applicable regulations of the City Of Brooksville, Hernando County and the State of Florida unless otherwise specified herein.
2. The maximum number of recreational vehicle spaces shall be 89. Persons residing in a recreational vehicle shall occupy the vehicle for a maximum length of six continuous months. The recreational vehicle facility shall conform with all appropriate regulatory agency regulations which prescribe standards for water supply, sewage disposal and other facilities.
3. The outdoor storage of carnival-related vehicles shall be allowed between November 1 and May 1, except that incidental storage of the vehicles and equipment may occur throughout the year. Routine maintenance of vehicles and equipment may be performed outdoors, with the exception that all body repair and/or painting and welding shall be conducted within a structure enclosed on at least three sides. Routine maintenance shall include: replacement of fan belts, brake fluids, light bulbs, fuses, floor mats, windshield wipers and blades, and mirrors; fluid replacement; greasing and lubrication; emergency repair of wiring; minor adjustment not involving removal of the head of crankcase and grinding valves; battery recharging; safety inspections; service of sparkplugs and batteries; service of distributor and ignition system parts; service and repair of tires, but not recapping or regrooving; replacement of mufflers, tail pipes, water hoses, seat covers, grease retainers, wheel bearings, and the like; radiator cleaning and flushing; repairing fuel pumps, oil pumps, and the like; minor adjustment and repair of carburetors; adjusting brakes and installing brake shoes; wheel balancing; and other minor servicing of a similar intensity to those listed above. Major repairs, defined as those repairs or servicing not listed above but excluding body repair and/or painting and welding, shall be prohibited.
4. A maximum of two access drives to U.S. Highway 41 and three access drives to Oliver Street shall be permitted. Tractors and tractor-trailer combinations shall utilize the access drives located on

U.S. Highway 41. Tractors and tractor-trailer combinations shall be prohibited from utilizing the access drives located on Oliver Street.

5. Prior to construction plan submittal for any new development, the developer shall provide to the Community Development Department for review and approval a detailed PDP development site plan depicting all the requirements specified herein as well as all appropriate and applicable data and information.
6. The petitioner/developer shall obtain all permits and meet all applicable land development regulations, for construction or use of the property.
7. If new development is proposed, the developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.

Attachments: 1) Rezoning/Special Exception Use Petition  
2) Area map

**CITY OF BROOKSVILLE**  
**ZONING AMENDMENT PETITION**  
 Application to change a Zoning Classification

Date: 2-22-10

Print or Type all information. If you need any assistance, call the Community Development Department at (352) 540-3810.

<b>APPLICANT:</b> <u>Hernando Co. Fair Assoc., Inc.</u>		
Mailing Address: <u>P.O. Box 10456 Brooksville, FL 34603</u>		
Daytime Telephone: <u>796-4552</u>	FAX No: <u>799-2842</u>	E-Mail Address: <u>info@hernandofairgrounds.com</u>
<b>REPRESENTATIVE:</b> <u>Sandra Nicholson</u>		
Mailing Address: <u>P.O. Box 10456 Brooksville, FL 34603</u>		
Daytime Telephone: <u>796-4552</u>	FAX No: <u>799-2842</u>	E-Mail Address: <u>SANDRAKN@Live.com</u>
<b>PUBLIC CONTACT PERSON:</b>		
Daytime Telephone:	FAX No:	E-Mail Address:
Will Expert Witness be utilized during the public hearings?		
Legal Description: Write below the complete legal description of the property. Include Section, Township and Range; and if applicable, Subdivision Name, Lot, Block, and Unit Number. Attach additional sheet if necessary.		
<u>ATTACHED</u>		
Size of Area Covered by Application: <u>36.4</u>		
Highway and Street Boundaries: <u>US 41 + OLIVER ST.</u>		
Current Zoning Classification: <u>Ag</u>		
Zoning Classification Desired: <u>"Special"</u>		
Has a public hearing been held on this property within the past twelve months? <u>no</u>		

**ACKNOWLEDGMENT**

This acknowledgment must be signed in the presence of a Notary Public.

I, Sandra K. Nicholson, hereby state and affirm that all information submitted within this petition is in all respects true and correct to the best of my knowledge and belief and that:

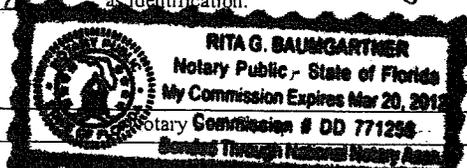
- I am the owner of the property covered under this application.
- I am the legal representative of the owner or lessee of the property described, which is the subject matter of this application.

Sandra K Nicholson  
 Signature of Applicant or Representative

STATE OF FLORIDA  
 COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 9th day of August, 20 10, by Sandra Kay Nicholson who is personally know to me or who has produced FLDL N242791485230 as identification.

Rita G Baumgartner  
 Signature of Notary Public



**APPOINTMENT OF AGENT**

**CITY OF BROOKSVILLE  
COUNTY OF HERNANDO  
STATE OF FLORIDA**

I, Hernando Co. Fair Assoc. Inc., the owner(s) in fee simple of the below described real property hereby appoint Sandra Nicholson as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(Insert Legal Description Below)

Dated: 8-9-10

Signed in the presence of:

WITNESSES:

Signature *Richard Palava*  
Print Name Richard Palava

Signature *Richard Klimas*  
Print Name Richard Klimas

Signature *Patricia A. Palava*  
Print Name Patricia A. Palava

Signature *Danna J. Simons*  
Print Name Danna J. Simons

LANDOWNER(S):

Signature *Sandra K. Nicholson*  
Print Name Sandra K. Nicholson

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

**OWNER OR AGENT AFFIDAVIT**

**CITY OF BROOKSVILLE  
COUNTY OF HERNANDO  
STATE OF FLORIDA**

I, Sandra Nicholson, being duly sworn, hereby depose and say  
Hernando Co. Land Assoc., Inc. is the owner of the herein described property to-wit:

(Insert Legal Description Below)

**HERNANDO COUNTY**  
*Fairgrounds*  
*"All The Best Events Happen Here!"*

A circular logo with a ribbon design. The text "Blue Ribbon Fair" is written across the ribbon. The ribbon is dark with a lighter center, and the words are in a serif font.

July 26, 2010

City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

To Whom It May Concern:

The Hernando County Fair Assoc., Inc. is petitioning for an independent zoning designation for the properties under the operation of the HCFA. Due to the unique nature of operations of a fairground in the State of Florida, we feel this is most efficient route to resolve any and all issues regarding the fair ground usage.

As you know, we are governed by Florida State Statute: 616. The State has established certain regulations regarding the local county fairs and states: "recognized by the state as equal in dignity to the Florida State Fair and as fully recognized as the Florida State Fair."

We fully understand that HCFA will continue to be required to adhere to the permitting requirements of applicable governing agents. HCFA is a Federally registered 501(c)3, not for profit corporation. We receive no formal funding from either the State or local governments. We are also responsible to the Hernando County Board of Commissioners to make improvements and keep a well maintained facility.

We are striving to continue our "fair traditions," and at the same time, build for tomorrow.

Yours in service,

A handwritten signature in cursive script, appearing to read "Sandra".

Sandra Nicholson  
President, Board of Directors  
Hernando Fair Assoc., Inc.

## HERNANDO COUNTY FAIR ASSOCIATION BOARD OF DIRECTORS

Sandra Nicholson	President
Robin McAndrew	Vice-President
Nancy Lilley	Secretary
Shari Klimas	Treasurer
Stacy Johnston	Board Members
Jan Knowles	
Cloin Leibe	
Mona Premorel	
Tom Ringo	
Daina Simons	
David Ward	
Paul Wernicke	
Jim Adkins	
Tammy Fincher	
Nancy Moores	

## POTENTIAL GROUNDS USE

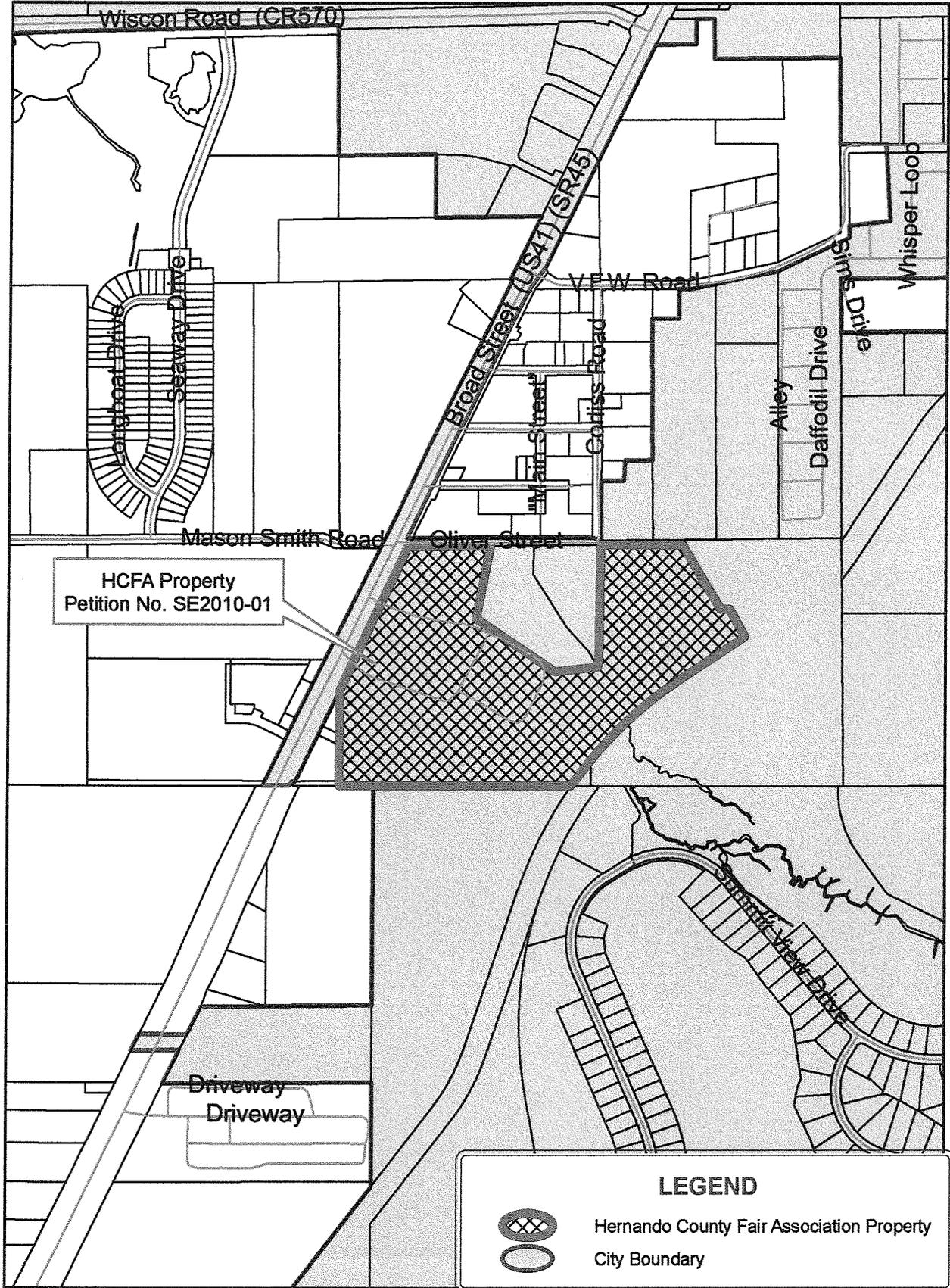
Agriculture Expos and events  
Antique Show  
Art Exhibits  
Auto Parts Swap Meet  
Banquets  
Beef/Cattle Exposition  
Bingo  
Bird Show  
Bowling Congress  
Boxing  
Bridal Show  
Bulls & Barrels  
Car Expo  
Carnivals  
Cat Shows  
Championship Wrestling  
Christmas Gift & Decorating Show  
Circus  
Coin Show  
Community Fundraisers  
Community Meetings  
Concerts  
Craft Market & Show  
Custom Car Show  
Dairy Show & Sale  
Dance/Parties & Teaching  
Dog Show  
Driving Schools  
Emergency Large Animal Shelter  
Emergency Rescue Training & Housing  
Emergency Shelter  
Family Reunion (High School or Other)  
Farm Machinery Show  
Farmers Market  
Flea Market  
Food Show  
Golf Show  
Grad night  
Gun & Knife Show  
High School Graduations  
Home, Garden & Remodeling Show  
Horse Show/Pulls  
Housing for security (RV sites)  
Hunting & Fishing Shows  
Industrial Show  
Lawn, Garden & Power Equipment Expo  
Licensing & Testing Seminars (Professional)  
Livestock Expos  
Manufactured Housing Sale & Show  
Monster Truck Show  
New/Used Car Show

## POTENTIAL GROUNDS USE

New/Used Heavy Equipment Sale  
Over flow - pre-event site for airport RV show/rally  
Parking for midways, etc. for civic groups in county hosting events (Kawinis, Rotary, Churches, ect.)  
Plumbing, Heating & Cooling Trade Show  
Product Distributor Meeting  
Quartet Convention  
Reading Festival  
Recreational & Collegiate Competitions  
Recreational Vehicle Industry Show/Rally  
Religious Assembly  
Restaurant Assn's Food Service Expo  
Rodeo  
Sheriff mounted patrol, training, storage, RV parking  
Soccer, Tennis, B-Ball, Volleyball (Tournaments/Exhibition Matches/Banquets)  
Sport & Boat Show/Sale  
Storage FDOT large equipment  
Storage for 501.c(3) project  
Storage, service area ATT large trucks, equipment, RV parking  
Storage, service area for midway company RV parking  
Summer/Fall Carnival  
Telecasts  
Town & Farm Dinners  
Tractor/Truck pulls  
Truck Show  
Vacation/Travel Show  
Variety Show  
Wedding Receptions  
Women's Show



Hernando County Fair Association, Inc. Property  
 Petition No. SE2010-01  
 Location Map

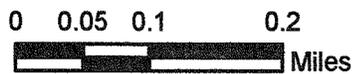


HCFA Property  
 Petition No. SE2010-01

**LEGEND**

 Hernando County Fair Association Property

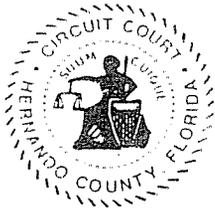
 City Boundary



\*Base map information provided by the Hernando County Property Appraiser's office.  
 Map created by the Brooksville Community Development Department.  
 Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – October 4, 2010**

1.    **TYPE:**                   Letter  
      **DATE:**               September 21, 2010  
      **RECEIVED FROM:**   Hernando County Clerk of Circuit Court  
      **ADDRESSED TO:**   T. Jennene Norman-Vacha, City Manager  
      **SUBJECT:**           Value Adjustment Board (VAB) Appeals
  
2.    **TYPE:**                   Letter  
      **DATE:**               September 21, 2010  
      **RECEIVED FROM:**   The Hogan Law Firm  
      **ADDRESSED TO:**   Foster & Fuchs, P.A.; T. Jennene Norman-Vacha, City Manager  
      **SUBJECT:**           Hernando County Fair Association Zoning and Land Use Matter



# KAREN NICOLAI

CLERK OF CIRCUIT COURT - HERNANDO COUNTY, FLORIDA

20 N. MAIN STREET  
BROOKSVILLE, FLORIDA 34601-2800

September 21, 2010

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

*Jennene*  
Dear Ms. ~~Norman-Vacha~~:

Pursuant to Florida Statutes, Chapter 193.116, Municipal Assessment Rolls, the Value Adjustment Board (VAB) is required to provide notice whenever an appeal is made with regard to property located within your municipality. The statute further specifies that representatives of said municipality shall be given an opportunity to be heard at the hearing. Attached is a list of properties for which appeals have been filed, to date, with the 2010 Value Adjustment Board.

Each petition will be reviewed by the Property Appraiser. The VAB has appointed Special Magistrates to hear appeals and make recommendations to the VAB for those petitions that are not resolved by the Property Appraiser. Tentatively, the VAB will take action on the recommendations in the first quarter of 2011, after which Decision Notices will be mailed to the petitioners.

Sincerely,

*Judy S. Korbis*

Judy S. Korbis  
Administrative Services Manager

Enclosures

cc: Alvin Mazourek, Property Appraiser

JK:slc

*copy: Steve Baumgartner*  
*CTN*  
*10-4-10*

# THE HOGAN LAW FIRM®

*We mean business*<sup>SM</sup>

September 21, 2010

John Fenn Foster, Esquire  
Foster & Fuchs, P.A.  
7108 Fairway Drive, Suite 200  
Palm Beach Gardens, Florida 33418

09-22-10P06:23 RCVD

*RE: Hernando County Fair Association Zoning and Land Use Matter*

Dear Mr. Foster:

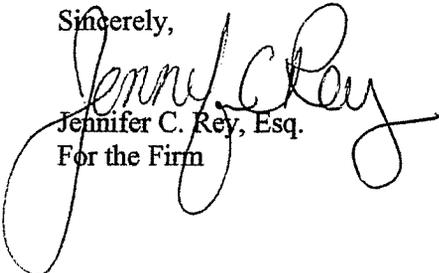
At its Regular Meeting on June 15, 2009, the City Council agreed to allow the Fair Association to proceed with its proposed activities under the authority of Fla. Stat. §616 for up to 12-months. That agreement was set to expire as of June 16, 2010. However, at its Regular Meeting on June 7, 2010 the City Council agreed to authorize a ninety (90) day extension, such that the Fair Association will be allowed to proceed under the authority of Fla. Stat. §616 through September 13, 2010. At its regular meeting held on August 16, 2010, the City Council agreed to another extension through the earlier of either October 18, 2010 or the date in which the City Council considers the Fair Association's pending special use exception application which is scheduled to be presented to the City Planning and Zoning Commission in September, 2010.

Please note that all the terms and conditions of the original agreement continue to apply and they must be met as part of the ongoing agreement. This extension, in addition to the Council's original actions, in no way establishes a precedent or waiver of any rights the Council has in enforcing its Land Development Code; and the Fair Association continues to waive any right to allege eligibility for grandfathering of the uses of the property based on the Council's current action.

If you and your client do not agree to the terms and conditions set forth in this letter and in the June 2009 agreement, please notify me in writing, immediately. The Fair Association was represented at the August 16, 2010 City Council meeting by its Board Chairperson, Ms Nicholson. The minutes of said meeting will reflect the fact that the Fair Association voiced no objection to the above agreement including its waiver of precedent.

If you should have any questions, please feel free to contact me.

Sincerely,

  
Jennifer C. Rey, Esq.  
For the Firm

JCR/kks

cc: T. Jennene Norman-Vacha, City Manager  
Lara Bradburn, Mayor  
Sandra Nicholson, Fair Association

*copy: Bill Geiger*  
*CTN*  
*10.4.10*  
*JW*