

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

AGENDA

May 16, 2011

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CITIZEN INPUT

D. CONSENT AGENDA

1. Minutes

- a) February 22, 2011 Financial Workshop
- b) March 7, 2011 Fire District Meeting
- c) March 7, 2011 Regular Meeting

2. Award of Bid for the Department of Public Works Fumigation Bid PR2011-05

Consideration of award of bid to Haskell Termite and Pest Control, Inc., for an amount not to exceed \$11,635 and authorize the Mayor to sign the contract.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Director of Public Works dated 05/16/11, Bid Opening Minutes, Bid Certification Form;

E. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. Ordinance No. 777-A – Flagstone Pavers

Consideration of ordinance updating employment status requirements of Flagstone Pavers' Tax Exempt Status.

[First Reading 05/02/11]

Presentation:	Director of Community Development & Director of Finance
Recommendation:	Approval of <u>Second Reading</u> of Ordinance No. 777-A upon roll call vote
Attachments:	Memo from Director of Community Development dated 05/03/11, Ordinance No. 777-A, Ordinance No. 777

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2. Ordinance No. 818 – Cemetery Code Change – Green Burials

Consideration of Code change incorporating the Green Burial concept at the Brooksville Cemetery.

[First Reading 05/02/11]

Presentation: Director of Parks, Facilities & Recreation
Recommendation: Approval of Second Reading of Ordinance No. 818 upon roll call vote
Attachments: Memo from Director of Parks, Facilities & Recreation dated 04/29/11, Proposed Ordinance

F. REGULAR AGENDA

1. City Welcome Signage

Consideration of increased costs of project.

Presentation: Director of Public Works
Recommendation: Direction to Staff
Attachments: Memo from Director of Public Works dated 04/27/11, Artisan Signs Brochure, Council Approved Artwork, Sign Structure Detail, Bid Award

2. Brooksville Housing Authority Advisory Board Appointments

Appointment of members to the Brooksville Housing Authority as a result of term expirations, as follows:

Three (3) expiring 4-year terms of office through May 31, 2015.

Presentation: City Clerk
Recommendation: Approval of Appointments
Attachments: Memo from City Clerk dated 04/29/11, Applications

3. Resolution No. 2011-01 – Cemetery Rule & Fee Changes

Consideration of Resolution setting Cemetery Rules and Fees incorporating Green Burials.

Presentation: Director of Parks, Facilities & Recreation
Recommendation: Approval of Resolution No. 2011-01 upon roll call vote
Attachments: Memo from Director of Parks, Facilities & Recreation dated 04/29/11, Proposed Resolution, Cemetery Fee Schedule

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4. **Lowman Properties, LLC, Special Revocable License Agreement**

Consideration of agreement for encroachment of a balcony into the right-of-way (sidewalk area) in front of their building located at 31 S. Main Street.

Presentation: Director of Community Development
Recommendation: Approval of Agreement
Attachments: Memo from Director of Community Development dated 05/04/11, Agreement

5. **Energy Systems Group Financing Agreement**

Consideration of Guaranteed Energy Savings Performance Financing Agreement and Surety Bond.

Presentation: City Attorney
Recommendation: Approval of Agreement
Attachments: Memo from City Attorney dated 05/06/11, Financing Agreement

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at www.cityofbrooksville.us. Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3853.

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
 FINANCIAL WORKSHOP
 COUNCIL CHAMBERS
 201 HOWELL AVENUE
 MINUTES**

February 22, 2011

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Frankie Burnett, Vice Mayor Joseph E. Johnston, III and Council Members, Joe Bernardini and Lara Bradburn present. Also present were Jennifer Rey, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks, Facilities and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; and George Turner, Police Chief. Members of the Hernando Today and Hernando Times were also present.

The meeting was called to order by Mayor Burnett. He indicated that Council Comment would be added to the Agenda as Item B5.

FINANCIAL WORKSHOP

Opening Presentation/Introductions

City Manager Norman-Vacha read a letter submitted by the Property Appraiser's office indicating they are analyzing properties within the City and will have an estimate of values sometime in April. As expected, they did indicate property taxes in the City are still declining due to the sluggish economy. This morning it was announced that consumer confidence nationally is at a three-year high, however home prices in December slipped another .04%, bringing the total for 2010 to 2.4%. Fuel costs jumped 5.3% to over \$94 a barrel today which is the highest in two and a half (2 1/2) years. She briefly reviewed analyst predictions, which reflect a continual decline.

Finance Director Steve Baumgartner introduced Ken and Lisa Small.

City of Brooksville – State of Economy

Ken Small, Florida League of Cities

Mr. Small reviewed consumer confidence of a three-year high in relation to the stock market. He expressed his concern that the expiration of the current spending bill is March 4th and the debt ceiling, which will be reached between April 5th and May 31st. Oil prices have increased \$10 a barrel in the past week and there are forecasts of gasoline reaching \$4 or \$5 per gallon by the end of the year. These conditions could throw the stock market into a spin and he is worried that it could possibly throw the world back into recession with energy and oil prices being affected.

In the meantime, property values over the last two (2) budget cycles statewide has fallen about 11% per year, with Hernando County not as bad; 9.6% in 2009-2010 fiscal year and 8.8% in 2010-2011 fiscal year. The Florida Legislature's economists are predicting a 2% increase in property values in Hernando County and statewide to drop about 1.5%, but he does not agree with those numbers since Hernando County has one of the highest unemployment rates in the state. The Tampa Bay area with the Case Schiller Index had one of the biggest drops nationwide in housing values. The state predictions for the county are a 2% increase this year, 4.6% increase next year and the following year, then 5.8% in 2013-2014 budget cycle. He does not see foreclosures going down anytime soon. He is also concerned with inflation with 2.7% for 2009 and 1.5% for 2010.

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His next issue of concern is the impact on municipalities. Based on the current state budget concerns and the challenges facing our State government he expects there to be some. The Governor has recommended quite a few items but he does not think the Legislature will support them. The budget process will begin earlier than usual but there is a big gap between \$4 and \$5 billion dollars. Municipal and County revenue sharing of the half-cent sales tax account for about \$2.2 billion dollars that the State Legislature shares with local government may be up for discussion. The state is not required by the Constitution to provide this.

In lieu of property taxes for a revenue source, his recommendations, specific to Brooksville, were the Fire Assessment and Storm Water fees.

Council Member Bradburn inquired of the revenue sharing dollars dictated by city and county interlocal agreements. Mr. Small clarified the half-cent sales tax is by State Statute and is driven by population. Municipal revenue sharing is 50% driven by population; gas tax revenue is by interlocal agreement.

She asked if Tallahassee has an agreement with the State where a certain allotment given because so much of their property is consumed by State Government. Mr. Small stated he proposed payments in lieu of taxes during his years in County Government but it never came to fruition.

She next asked for his perception and the Florida League of Cities position on the Legislature aiming at employee pensions. Mr. Small referenced two (2) Senate Bills:

- SB1128 – City Pensions – Police and Fire. The league and legislature each have separate complex issues within this bill.
- SB1130 – Florida Retirement System – Governor Scott is proposing a 5% Employee Contribution and the Senate Bill does not specify an amount but it could be 2% to 3%. He indicated that effective July 1st there are DROP program changes on a separate bill as well as provisions for new hires for a State 401K type-plan along with other technical changes.

Council Member Bradburn stated a couple years ago Senator Rubio forced through a cap on millage for local municipalities and counties. This did not affect Brooksville which was in the mode of reducing expenses and had reduced taxes by 23%, noting this was the highest reduction in the State. However, she does not support the Legislature dictating the millage rate and believes the Florida League of Cities should be more aggressive in fighting such moves.

Mr. Small stated the Florida Legislature is proposing constitutional amendments to take it to the voters, appealing to the anti-government/anti-tax times, with a near impossible 60% affirmative vote to undo it. He stated that with no person paying more than 13.5% of the value of their property that would be a 13.5 mill aggregate cap of all taxing authorities. He pointed out parts of Alachua County have an aggregate millage rate of approximately 25 mills; Daytona Beach area is in the low 20's. He referenced the Constitutional Amendment that Senator Rubio had filed a couple years ago, which basically gave the legislature general law authority to determine whose going to get the money. It does not restrict cities and counties from levying a millage rate of up to 10 mills but it did state that no one will pay more than 13 mills in aggregate to the tax collector who determines who gets the money by priority. He suspects the school system will be held harmless; with County government next in line since Sheriff, jails and public safety consume over 70% of all County property tax money. Health departments with Medicaid requirements consume over 30%.

He assured that the Florida League of Cities would motivate all elected officials to act should it move in the Legislature. He stated the Florida Legislature created the maximum millage levy that can be levied with a simple majority vote. To go over that rate it would require a 4-1 vote. To go more than 10% over, a unanimous vote would be required.

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To date, counting the current property tax levies by all cities in the aggregate, the dollars that the maximum rate, with the simple majority would raise, we are presently levying almost 1 billion dollars below what the Legislature said was a fair amount. He will fax details of the report to Mr. Baumgartner.

Council Member Bradburn commended Ken Small for providing his expertise over the years when she was reporting on city finances as a journalist.

Mary Beth Gary, CPA, Oliver & Joseph, P.A.

Director Baumgartner introduced Ms. Gary and elaborated on her extensive background.

Ms. Gary indicated she sees a mixed bag with the challenges for local residents and businesses. The area has been heavily dependent on real estate and construction. She elaborated on the spectrum of business, their demise and come backs.

Council Member Bradburn pointed out Oliver & Joseph not only represents public entities but also private businesses that operate within the City of Brooksville. Ms. Gary stated there is not any light industrial manufacturing within the City limits, which has seen positive growth elsewhere.

Assistant Finance Director Jim Delach asked if they are seeing any increase in business profitability. Mary Beth replied they are seeing businesses become more profitable due to greater efficiency and consumer growth.

City of Brooksville Financials

Steve Baumgartner, Finance Director

General Fund Revenue Sources

Finance Director Steve Baumgartner reviewed the financials for the City of Brooksville.

Fire Assessments

Fire Chief Tim Mossgrove reviewed the history of the Fire District and Fire Assessment. Discussion of the reasoning for sending multiple vehicles to nursing homes and hospital fire calls ensued.

A 5-minute break was taken.

Mark Lawson and Christopher Roe of Bryant Miller and Olive, P.A. were introduced. They reviewed a simplified approach to funding fire protection through special assessments.

Council Member Pierce asked for an estimated figure on legal costs. Mr. Lawson stated it would cost \$25,000 for a report with an estimate to move through implementation of \$295 per hour; Economic Consultant is \$250 and the Data Manipulators are \$165 for a total estimate of \$75,000 to \$110,000. There will be a monthly billing cost that will only have to be paid once the program has succeeded. He suggested amortizing its expense over a period of years. The expense is recoverable via assessment revenues. The most advantageous procedure would be revisiting how the City budget is characterized. He stated there is flexibility since the fixed cost can range from 40% to 70% and would allow per parcel fees versus variable cost. He also stated there will be a top ten assessment roll provided in the report.

Council Member Pierce asked for a written proposal with costs.

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Council Member Bradburn stated she is skeptical of the concept until it is in writing since there are no other municipalities using this plan and the City of Brooksville is a test model, but is in favor of being able to implement it in-house, to incorporate the cost by spreading it out over years and the variable cost.

Vice Mayor Johnston agreed with Council Member Bradburn that this program is more of what he was expecting with a flat fixed rate across all parcels and this should be given serious consideration.

Council Member Bradburn asked about variable costs. She wanted to direct staff to discuss and review tasks and timelines.

Mayor Burnett stated that before moving forward he would like input from the community.

City Manager Norman-Vacha advised Mr. Lawson would like to bring back a report at a Council workshop, which would provide a good opportunity for public input. She also pointed out, should Council decide to move forward and adopt a role, there would have to be public hearings. City Attorney Rey stated there would have to be two (2) public hearings; a resolution would be presented at a Fire District meeting then it would be presented to City Council for final action.

Council Member Bernardini asked if this is a sole source and could they proceed without the need to bid. Legal indicated Council has certain discretion with respect to professional services. The proposal is a single approach that is not contemplated elsewhere at this time so the bid process is not necessary. Mr. Lawson further elaborated it is not subject to CCNA and the type of retainer that they place in front of government entities is not subject to procurement unless there is a specific home rule responsibility by ordinance. He indicated Bryant Miller and Olive, P.A. would serve as special counsel and they would arrange for other participants to supply non-attorney services that would report directly to the City.

PUBLIC INPUT

Pierre Desjardins expects a detailed report for the cost and not a simplified approach since data is available in-house and easily accessible. He advised against an open-ended deal as this is a shared risk since the City is a test subject. He said a flat fee for litigation should be negotiated. He supposed this law office would be in touch with Hogan Law Firm and the City would get billed for hours from both firms. City Manager Norman-Vacha stated the Hogan Law Firm would not be involved in any of the discussions for the Supreme Court Appeal or brief to get the City qualified. Attorney Lawson confirmed there would be only minor communication with Hogan Law Firm.

Assistant Finance Director Jim Delach asked if the variable cost is similar to ad valorem taxes based on property values. Mr. Lawson advised that as property values fall, they would look at ratio of a particular property to all of the values in the set as a way of sharing variable costs based upon the relative value of any one parcel compared to the sum of all parcels, which solves the declining value issue. He gave an example of the Boca Raton case for home rule in which State and local governments use home value as a proxy. That should be used with caution but is a legitimate factor that can be used for fair and reasonable apportionment.

Attorney Joe Mason stated his concern with implementation is cost and agreed with Council Member Bradburn. He referenced two (2) personal instances with number of vehicles dispatched to calls; he indicated they were not an emergency and only for transport to the hospital. However, Advanced Life Support, an ambulance and a fire truck all showed up when he specifically said transport only. He indicated the public is the consumer and what they want to pay for should be taken into consideration.

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Vice Mayor Johnston offered as a point of reference; the fixed portion of the proposed assessment of this plan could be fairly easily determined, at least estimated, by taking 50% of the Fire Department budget and divide it by the number of parcels in the City to determine an approximate per parcel assessment.

Attorney Lawson indicated they would deliver a legally defensible working product in writing.

Council agreed to put it on the next agenda for discussion.

Council Member Bernardini indicated he would like to review the contract before any certificates are issued. City Manager Norman-Vacha stated if staff does not have all documents in time to put it on the March 7th agenda then it will be held until March 21st. She pointed out decision by Council not only involves which methodology to use for fire assessment but also service level as a component effecting cost to taxpayers.

Quarry Golf Course

Director Baumgartner gave an overview of the financial impact of the Quarry Golf Course.

Director of Parks, Facilities & Recreation Mike Walker reiterated the losses and reviewed services.

Bobby Weed Golf Design, Senior Design Associate Chris Monty relayed what is happening in the golf industry today. He indicated the Quarry is a unique property with services not offered in the private sector. There are clear operational steps that can be taken which will reduce the bottom line expenditures. The driving range is an underutilized asset and can be made automated in nature. He referenced a similar financial situation with the City of Palatka and pointed out that walking away from the operation does not eliminate the obligation; there will still be operational expenditures but less than private sector courses.

Council Member Pierce referenced the cost of rounds of golf and asked for costs elsewhere. Director Walker indicated \$12 to \$15 per round. Council Member Pierce would like to see the rates raised for nine (9) holes with a free round at an underutilized time period or day.

Council Member Bernardini indicated the Parks and Recreation board has reviewed the costs many times to come up with a solution. He felt there will be more business with the opening of the new Enrichment Center.

Council Member Pierce felt the driving range needs to be advertised and manned in the evenings. He agrees with the special assessment and felt the City should keep the course in operation as a park.

Mayor Burnett reiterated that staff should look at costs of a private company running the course.

Council Member Bradburn elaborated on possible ways to cut down on costs; workload, water, fertilizer.

Director Walker indicated there is a \$90 monthly membership fee for unlimited golf and advised members left the last time this fee was increased. Council Member Bradburn asked if there is club rental available. Director Walker stated there are donated clubs for rental. She is in favor of purchasing a token machine for \$7,000 which would also increase revenue for the batting cages and pay for itself. Director Walker stated the batting machines needs a person on staff due to its operation because of ball jams.

Chris Monty stressed that he does not see cutting services as the answer but that focus should be on better marketing for more revenue during the times when there is no activity. He did not see a private company taking on the liability. Council Member Bradburn suggested offering free golf at

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different times of the day to create various age user streams. She asked for feedback from the founding members of the Quarry for new ideas. Director Walker stated he will contact them this week.

Vice Mayor Johnston felt it really is a beautiful place that has not been marketed properly. He felt Council needs to set an acceptable level of loss.

Mr. Monty advised burdening existing customers is not the answer. He felt more new customers are needed at a different time of day, not just for golf but also range balls, sodas, educational programs, etc.

Council Member Bernardini relayed that a part of the Enrichment Center will be for the education groups such as First Tee for golf and First Serve for tennis. He advised Council Members each spoke with Coastal Engineering individually about a vision for the City of Brooksville by utilizing its unique qualities.

Council Member Bernardini advised the only thing missing at the park is a swimming pool.

Mayor Burnett suggested the school system have a field trip to utilize the park services.

PUBLIC INPUT

Dennis Purdy suggested performing a survey or multi-variant analysis for marketing to determine predictive statistics. Mr. Monty indicated the vast majority of users of the course are local.

Pierre Desjardins agreed it comes down to marketing and reiterated Council Member Pierce's recommendation to use the garbage truck to advertise the golf course.

City Manager Norman-Vacha asked Council for direction on information staff can provide to assist during the budget cycle.

Council Member Bradburn stated there have been a couple public hearings on the Fire Assessment and she is disappointed that there has not been any input sought from the founding members of the Quarry.

Council Member Bernardini recommended a workshop involving the Parks and Recreation board to discuss other options. Council Member Bradburn would like ideas in writing to adequately debate their merits. Mayor Burnett agreed a workshop is in order for this matter.

City Manager Norman-Vacha reviewed Mr. Monty's high points and what will be included in his report, offering that he has been analyzing the golf course and knows how to look at marketing and expanding its user base. She asked Council for direction to staff for any additional information needed at the next workshop; ideas for marketing; where changes can be made in programming that make sense; where they could generate revenue; obvious cuts such as privatization contract on just maintaining the course; any ideas from the Parks and Recreation board and the founding members and financial information with Capital separated along with Chris Monty's analysis.

Vice Mayor Johnston requested including what staff and/or the Parks and Recreation board feel are acceptable losses at the golf course on an annual basis and how the goal is intended to be reached.

Council Member Bradburn requested a cost analysis based on the information that Bobby Weed's group has put together on what time of the year may be beneficial to close and not maintain the course and what is the acceptable loss for not having it open and then the cost of reopening. She also suggested the idea to keep all the greens natural; only manicure the greens.

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Mayor Burnett asked that Council Members contact the City Manager within the next two (2) weeks should there be any other requests or concerns.

Red Light Cameras

Director Baumgartner reviewed the financial data from red light cameras.

Police Chief George Turner, along with staff, reviewed a report done concerning the red light cameras.

A video was played that showed statistics and the positives of having the system, followed by a PowerPoint presentation showing the same.

Chief Turner indicated the cameras change driver habits and feels it is a great option for the City.

Council Member Bernardini asked if the report breaks down the causes, like alcohol or drugs, for the running of the red lights. Sergeant Dixon indicated this information is listed on page 3.

Council would like to see statistics of accidents since the cameras have been removed. Chief Turner indicated tickets issued by an officer for running red lights are about \$100 more than those issued by the camera; also four (4) points on the offender's license causing auto insurance rates to increase.

Mayor Burnett stated he does not support red light cameras due to rear end crashes.

Council Member Pierce asked staff to create the revenue that could be generated under the new Florida laws, which was discussed. Police Chief Turner stated the City's share is \$35 per ticket. With an additional major intersection which would now have a camera, revenue was previously estimated at \$400,000 to \$500,000 per year. He stated the cost for Officer Cartwright to review violations on a part-time basis is covered by the City's share of the ticket; and there will no longer be a cost for the hearings as that will now be done at the County Courthouse. Council Member Pierce estimates a net of \$250,000. Police Chief Turner stated that figure could vary of up to \$500,000 but reduction in car crashes will occur.

Vice Mayor Johnston indicated Haines City signs read "...including right turn on red". Police Chief Turner stated City Ordinance is very specific and states right turns are allowed in a safe and prudent manner under a certain speed but right turns on red in an unsafe manner is still a violation. Vice Mayor Johnston supports the red light cameras since statistics show 97% of violators are from out of town and this would take tax burden off City residents. Police Chief Turner also pointed out it is a positive for the City for law breakers to boycott passing through the City of Brooksville. Vice Mayor Johnston referred to newspaper articles from South Florida where there have been court challenges of uncertified reviewers causing revenue loss. Police Chief Turner confirmed the City utilizes a sworn law enforcement officer.

Council Member Bradburn referenced a newspaper article quoting Joy Cooper, President of the Florida League of Cities, indicating there is going to be a learning curve as it moves into the court system and they have had to readjust not only their local ordinance of implementation but also how they proceed to court. She pointed out every one of those cities in South Florida have documented a decrease in citations issued and accidents since they implemented the red light camera program. She quoted a national independent study; the rates of fatal crashes at signalized intersections during 2004 and 2008 were estimated to be 17% lower in cities with cameras and a 2% increase in those cities without cameras. She stated she supports saving lives.

Police Chief Turner pointed out there have been a number of fatal accidents in the last year on US19 in Hernando County caused by red light running.

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Council Member Pierce indicated he would support implementation at only five (5) intersections. Police Chief Turner pointed out driving behavior changes throughout the entire City area not only at the intersections with cameras.

Attorney Jennifer Rey indicated current City Ordinance meets statutory requirements and Council would need to again choose a vendor to provide camera services. Police Chief Turner reminded Council the vendor previously chosen had speed capability and camera movement.

Council Member Bernardini asked for statistics on special operations the Police Department has done at the intersections. Police Chief Turner stated details are done regularly and the traffic Sergeant could report on statistics. He pointed out the last page of the traffic study shows 5,402 uniform traffic tickets were issued. Council Member Bradburn does not want an officer assigned to man intersections, taking them away from protecting the community from other more violent crimes.

PUBLIC INPUT

Dennis Purdy asked that all the facts be presented to Council. He recommended increasing the amber lights timing by 1.5 seconds which will reduce accidents by 97%.

Pierre Desjardins indicated he has the utmost respect for the Brooksville Police Department but he keeps hearing the same thing and is not in favor of the cameras. He relayed that the study provided tonight is biased since it came from the Insurance Institute for Highway Safety and pointed out that sixteen (16) states have banned the cameras. He cautioned Council against entering into a contract with the company that represents the red light cameras.

Joe Mason commented that it is not about safety but money and recommended if it is going to be reinstated the millage be reduced by the amount the city makes. He recommended not reinstating the program.

Brian Haskell of Sensys America, Inc. welcomed the debate and indicated that in every situation in which he installed cameras, red light violations have been reduced. Their contract states there are no penalties for the City to cancel their contract due to law changes or after one year. The \$35 per citation is the minimum the City will receive. He encouraged the City to reconsider reinstalling the cameras.

Council Member Bernardini reiterated that he does not encourage the City Police Officers to sit on the side of the road for the sole purpose of issuing citations but to enforce the law at dangerous intersections to save lives.

Joe Mason stated that the City would not be held liable for automobile injuries under sovereign immunity.

Mayor Burnett suggested the remainder of the items be added to the next workshop; Pension Expenses, Utilities and Fuel Costs.

Wrap up with City Council – with Ken Small and Staff

Mr. Small pointed out that the population in Florida from April 1, 2008 to April 1, 2009 was reduced by 155 people per day; this was the first time since the end of World War II. He stated the investment on the front end of the fire assessment alleviates an annual cost and he is intrigued by the company taking it to Supreme Court on a bond validation. The public most dislikes property tax and this assessment is an incentive to reduce dependence on it. He confirmed it is about 3 to 3.5 mills to fund the Fire Department budget.

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City Manager Norman-Vacha indicated property values are affected by;

1. Vacant commercial properties
2. Rental properties remain high in vacancies
3. New construction and renovation
4. Bankruptcy lot prices have reduced between 20% to 40%
5. Decreased property values may fall into Tax Exempt status

She listed areas of cost cuts and trimming; health insurance with a two-year flat rate, worker's compensation payout due to how the City manages its losses; premiums for worker's compensation and property insurance by going out to bid. She stated the most critical part of budget planning is for Council input to give staff direction on where to make decreases such as cutting services by number of personnel and realistic projected revenue given today's market where property taxes are not being paid. She summarized tonight's Council discussion will be back during regular session and also in other areas of concern to be presented in workshops.

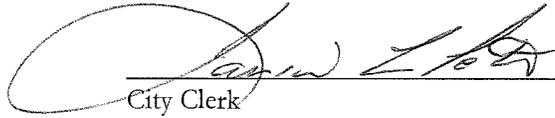
Council Comments

Council Member Bernardini asked about the utilities tax issue with Progress Energy. City Manager Norman-Vacha stated she will present a report on it.

Council Member Pierce stated he would like to add the City Manager Contract to the March 7th agenda. City Manager Norman-Vacha confirmed it has been placed on there and brought forth from the City Attorney's Office with prior evaluation forms.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 12:18 a.m. on February 23rd.


City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
FIRE DISTRICT MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
MINUTES**

March 7, 2011

8:15 P.M.

Brooksville Fire District met with Chairman Frankie Burnett, Vice Chairman, Joseph E. Johnston III, Board Members Lara Bradburn, Joe Bernardini and Emory Pierce in attendance. Jennifer Rey, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, Board Secretary; Bill Geiger, Community Development Director; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; George Turner, Police Chief; Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

The meeting was called to order by Chairman Burnett.

NEW BUSINESS

Fire Assessment

Consideration of alternative for fire assessment.

City Manager Norman-Vacha stated that during budget time the issue of the fire assessment was discussed. She reviewed the cost of the agreement and indicated Mr. Lawson and Mr. Rowe of Bryant, Miller and Olive are present. The study includes a contract that comes with a \$30,000 budget impact, which is a \$25,000 lump sum fee and \$5,000 in administrative expenses. The initial study will be prepared by Bryant, Miller and Olive assisted by RHA group by taking the City's property information and developing the methodology consistent with that.

Board Member Bradburn reviewed that Council had discussed the reasoning for the fire assessment as a means of reducing the millage rate and previous methodology was flawed. She supports the philosophy that everyone should pay for fire services and compared it to paying a premium for insurance. She pointed out that she had supported the assessment in exchange for a reduction in ad valorem taxes, adding that city millage has been reduced by 20%, the highest reduction in the state. She listed problems encountered during last fall's debate such as; the TRIM notice set the millage at 8%, which sent a lot of people into a panic, and the rate schedule which was unbalanced.

Vice Chairman Johnston indicated several years ago a plan to merge with the County had been proposed but was not supported. He advised that if Council goes forward as proposed he felt the merger should be looked at again at this time and to postpone this assessment for a year.

Board Member Pierce indicated he is not ready to approve investing \$30,000 in this system and requested a workshop to further discuss. Board Member Bernardini agreed with Vice Chairman Johnston and Board Member Pierce.

City Manager Norman-Vacha confirmed with Vice Chairman Johnston that when Council was looking at combining the City with the County City residents were going to pay the same County rates that the rest of the County pays. She reminded Council that staff presented an analysis of actual numbers and rates last summer during the budget process, which was lower than the County's existing fire rates.

Board Member Bradburn elaborated on her feeling that everyone should pay something and she is in favor of keeping the Fire Department with continued efforts to improve efficiencies such as 10 or 12 hour shifts. She is in favor of the study proposed to show the best option.

BROOKSVILLE FIRE DISTRICT MEETING MINUTES—MARCH 7, 2011

Chairman Burnett advised he would never consider getting rid of the City's Fire Department. He also agreed that all entities need to pay for services. He recommended asking Council for another workshop on the issue. He felt the study would be a risk worth taking.

Vice Chairman Johnston was in favor of moving forward with the study and comparing to the other option of merging with the County.

Attorney Hogan reminded the Board there is a second step to developing this methodology since this is a pioneering effort, but it would be subject to challenge by the court system as well.

Board Member Pierce would like to know what the City is legally required to provide and a description of what the Fire Department sends out on each call. He also requested a picture of each piece of equipment and its purpose.

Board Member Bradburn agreed that a workshop is in order.

ADJOURNMENT

There being no further business to bring before the Board, the meeting was adjourned at 8:45 p.m.

ATTEST: _____
Chairman

Board Secretary

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

March 7, 2011

7:00 P.M.

Brooksville City Council met in regular session with Mayor Frankie Burnett, Vice Mayor Joseph E. Johnston, III, Council Members, Joe Bernardini, Lara Bradburn and Emory Pierce present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Interim Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

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

PRESENTATION AND REQUEST FOR WAIVERS

Generator Request – Relay for Life

Consideration of request to waive fees in the amount of \$150 for use of the City's trailer-mounted generator for the Relay for Life campaign on May 6 & 7, 2011.

Fire Chief Mossgrove reviewed the request for waiver.

Motion:

Motion was made by Council Member Pierce and seconded by Council Member Bernardini for approval. Motion carried 5-0.

Week of the Young Child

Consideration of waiving fees in the amount of \$465 for the Week of the Young Child (WYC) event at JBCC on Saturday, April 2, 2011.

Committee Member Penny Oliver reviewed the request for waiver. She indicated this is the 22nd year of the event and it is free to the community. Council Member Bernardini indicated he has attended this event in the past and it is always well received.

Motion:

Motion was made by Council Member Bernardini and seconded by Vice Mayor Johnston for approval. Motion carried 5-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghiotto Beautification Award - Residential Award

Recognition of improvements to the property located at 216 E. Liberty Street, previously owned by Mikel Hannigan and Christine Lawter.

Beautification Board Chair Scott Renz reviewed the award. The recipients were not in attendance for acceptance and the award will be sent to them.

Mr. Renz indicated that prospective Beautification Board Member Isha McCarty was in attendance.

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Proclamation – Florida Hospital Patient Protection

Consideration of Proclamation supporting Florida nurses in their efforts to protect patients by providing minimum safe RN-to-patient ratios.

Council Member Pierce read the proclamation in its entirety which was then presented by Mayor Burnett.

Council Member Bradburn indicated she does not support the proclamation because it is not the authority of the legislature to mandate staffing ratios upon private enterprise as it raises costs of service. It is up to private enterprise to determine clients' needs and thus fulfill that. However, she agrees that higher staffing levels translates to better patient care.

Gwen Collins of Gulfport stated she respects Council Member Bradburn's opinion but explained they are bedside nurses and they see firsthand patient outcomes as well as nurse turnover and the burnout. She appreciates the City's acknowledgement of their profession and the dire need for a higher ratio as they were forced to approach the issue in this manner.

Proclamation – Florida Bicycle Month

Consideration of Proclamation supporting March as Florida Bicycle Month and March 18, 2011, as Bike to Work Day.

Council Member Bradburn introduced Steve Diez who serves as a representative to the Metropolitan Planning Organization and Chairman to the Good Neighbor Trail Committee. She read the proclamation in its entirety, which was then presented by Mayor Burnett. Mr. Diez reviewed the Bike to Work Day event and presented Council with tokens of his appreciation for their support.

Council Member Bradburn indicated March 19th will be a Good Neighbor Trailhead workday to eradicate plants that do not belong there and welcomed all to participate.

Olive Street Cemetery Presentation

Brooksville Cemetery Advisory Board Report of Olive Street Cemetery.

Cemetery Advisory Board Vice Chairman Pat Brewer indicated Richard Estabrook was present to review the results of his investigation as well as how the ground penetrating process works. He indicated the report is not finished but will be submitted when it is complete.

Discussion of the findings thus far was discussed.

Chairman Brewer indicated Mr. Estabrook's work was done at no cost to the city. He briefly reviewed the history of the cemetery back to 1870 with the first burial being a child, Thomas Howell Law, and the last burial being in 1974. He indicated as far as they have been able to ascertain there has never been a history of the cemetery. There are burials there but they have never been marked. It was originally part of the Mickler's 160-acre farm. In 1907 part of the property, which did not include the cemetery, was sold to the Brooksville Catholic Mission. Over the years the cemetery became derelict. He indicated there were two issues, one being the transfer of the property to the Catholic Diocese and the second being the use of the property.

Chairman Brewer made the following recommendations:

1. The Olive Street Cemetery is kept as the common name;
2. the Brooksville sexton is responsible for care and upkeep;
3. no further burials are allowed without special permission by City Council since space left is questionable;

REGULAR COUNCIL MEETING MINUTES – MARCH 7, 2011

4. the large R.J. Mickler monument in the middle of the cemetery needs to be straightened and requested City maintenance handle that;
5. the Historical Society of Hernando is allowed to place an historical marker as the first burial was over one hundred and forty (140) years ago.

Motion:

Motion was made by Council Member Bernardini and seconded by Vice Mayor Johnston for approval of the five (5) recommendations of the Cemetery Advisory Board. Motion carried 5-0.

City Manager Norman-Vacha thanked Mr. Brewer and the Cemetery Board for all their work.

Mr. Brewer commented that the only ulterior motive of the Cemetery Board was to get the cemetery in the best shape possible.

Council Member Bradburn stated she appreciates the information given to preserve the history of the cemetery.

CITIZEN INPUT

Mayor Burnett asked for public input.

Hamilton Hansen of Weeki Wachee brought a copy of the U.S. Constitution for all, commenting on Article I Section 8 which limits the Federal Government to specific activities/actions and gives all other non-specified actions/rights/abilities to the citizens. He referenced a conflict of interest between the money received from the Federal Government and the original Constitution. Council Member Bradburn advised an historical copy of the Constitution was given to Council Members recently by the Hogan Law Firm.

Jason Patrick Sager of Brooksville asked to speak on the fire assessment at this time. He indicated government was formed and taxes laid upon the people for the necessities. He asked that if it will be another tax upon the people then to let the people decide.

Sun Fiberglass Pools President Curt Prystupa indicated he has seen a tremendous drop in his business revenue from the local community. He implored Council to reconsider fire fees and to be fair and balanced. He recommended merging the Brooksville Fire Department with the County.

Radio Talk Show Host Bob Penrod pointed out that he has covered hundreds of hours of government meetings and indicated Jennene Norman-Vacha is a very good and knowledgeable City Manager. He indicated the City is lucky to have her and urged City Council Members to consider renewal of her contract.

Assistant City Ambassador Michael Heard also spoke on behalf of the City Manager.

Dan Patrick of Brooksville advised the City Manager and Police Department have all been a problem for him over the last year. Letters to the city have gone unanswered.

Council Member Bernardini stated his appreciation to the nurses who were in attendance for the work that they do.

REGULAR COUNCIL MEETING MINUTES - MARCH 7, 2011

CONSENT AGENDA

Council Member Bradburn asked that the August 10, 2010, Budget Workshop Minutes be pulled for further processing and that Item 4, Underwood Family Trust Property Donation be discussed. Council Member Bernardini would like to discuss Item 3 Progress Energy Distribution Easement Agreement at Quarry Golf Course.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for removal of the August 10, 2010 Minutes. Motion carried 5-0.

Minutes

August 10, 2010 Budget Workshop
September 8, 2010 Special Meeting
September 20, 2010 Regular Meeting
October 18, 2010 Regular Meeting
November 15, 2010 Regular Meeting
December 6, 2010 Regular Meeting
December 20, 2010 Regular Meeting

Award of Bid – Installation of Remote Control Fire Suppression Nozzle for Brush Truck 61 – FR2010-10

Consideration of bid award to Elite Fire & Safety Equipment, Inc., for the not-to-exceed amount of \$9,910.

Progress Energy Distribution Easement Agreement at Quarry Golf Course

Consideration of easement for the existing lines at the Quarry Golf Course.

Council Member Bernardini asked for specifics of this request from Progress Energy. Director Walker advised Progress Energy is trying to clean up what has already been done. They cannot find the existing easement agreement for the line that is already there. City Attorney Rey noted there is a copy of the Hogan Law Firm's correspondence on the consent agenda item.

Underwood Family Trust Property Donation

Consideration of donation of property to the City by the Underwood Family Trust.

Council Member Bradburn asked for the location of the property. Council Member Johnston indicated it is an interior lot and the property lines in that area are not accurate. Council Member Bradburn asked if there is drainage problems in the area as it could be used for that purpose. Discussion of the possibility to use the property for drainage ensued. Vice Mayor Johnston was not aware of any problems and it was not recommended to be used for drainage by Director Radack. Director Geiger indicated the lot does not meet the zoning requirements for building purposes.

Council Member Bradburn thanked the Underwood family for the offer but was not in favor of accepting the donation at this time.

Further discussion of surrounding properties ensued.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Pierce rejecting the donation of the Underwood Family property and approval of the remainder of the Consent Agenda. Motion carried 5-0.

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PUBLIC HEARINGS

Ordinance No. 816 – Water Restrictions

Consideration of ordinance to amend Chapter 90 of the Brooksville code and repeal of Resolution 2007-03. [First Reading 02/07/11]

Director Geiger reviewed the ordinance and the changes therein. He indicated restrictions are being relayed to new customers, which apply only to watering systems, not hand watering as needed.

Mayor Burnett asked for public input; there was none.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for approval.

City Clerk Peters read Ordinance No. 816 by title, as follows:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF BROOKSVILLE, FLORIDA, CHAPTER 90, "WATER RESOURCES," AMENDING ARTICLE I AND ARTICLE II; PROVIDING FOR CODIFICATION, CONFLICTS, REPEALING, SEVERABILITY AND AN EFFECTIVE DATE.

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

Council Member Bradburn	Aye
Council Member Bernardini	Aye
Council Member Pierce	Aye
Vice Mayor Johnston	Aye
Mayor Burnett	Aye

Mayor Burnett adjourned the Council Meeting and convened as the Fire District at 8:15 p.m. and reconvened at 8:45 p.m.

REGULAR AGENDA

Fire Assessment

Consideration of alternative for fire assessment.

Mark Lawson of Bryant, Miller and Olive indicated they planned to work effectively with the City and to share the risk to validate its constitutionality. They also planned to develop the approach then explain the fees required of each entity based on readiness to serve. He explained their process in determining cost analysis.

Council Member Pierce asked if this will be validated by the State Supreme Court. Mr. Lawson clarified it will be submitted for validation to the local court. He will structure the City's budget to have a Capital component to legitimately prepare a financing arrangement. The general law allows local governments to ask the local court whether or not they have the power to issue that type of obligation. He stated the matters supporting that pledge of revenue, which are the assessments, would also be before the local court. If it is appealed it goes directly to the Florida Supreme Court. The court has made it clear that special assessments can be done for fire but this process is to assure that someone would not challenge it.

REGULAR COUNCIL MEETING MINUTES - MARCH 7, 2011

Attorney Hogan confirmed with Mr. Lawson aspects of the readiness to serve methodology have been court tested, such as lowering of insurance costs, but the basic premise proposed here in regard to a viable fee has not. Mr. Lawson further elaborated that all of the base methodology has been court tested. Other programs that were based upon demand have been contested subsequently and have upheld. He has confidence that this more logical approach would be even easier to validate. He would not suggest going forward if Council is subjected by the public's opinion that the City is wrong and threatens to sue. He would not encourage Council to impose assessments and collect them until it has been validated.

Mr. Lawson explained \$30,000 pays for an expended amount of effort to get a role in place as a decision making tool for workshop discussions but does not include validation; which will entail additional fees if successful.

Attorney Hogan explained contingency fee work is only paid if the validation is successful in Circuit Court and taxpayers and business owners could appeal to the State Supreme Court. Should it be successful in State Supreme Court then that would create legal precedence and Brooksville would be famous for developing and enacting this procedure. He suggested adding a cap to the contingency fee work due to unknown circumstances that could arise. The cost of \$30,000 is only for the study, which would allow a logical process by which to present to the court system as a way to assess citizens and business owners for fire service.

Mr. Lawson stated one of the reasons they have done this is because one of the trade associations for local governments asked them to look at that because once it is done it does not require the type of maintenance and services that the other programs require and should be able to implement and used within a broad budget range. He stated it also has flexibility within the context of whether it is funded partly or mostly with taxes.

Further discussion of the process of appeals ensued.

Council Member Pierce asked about the fees in paragraphs 3(a) and 3(b). Mr. Lawson advised estimated fees are \$75,000 to \$110,000 which is for professional services by consultants, legal, economic analysis and data manipulation. He further explained the initial \$25,000 will be credited towards professional services fees. He stated he is willing to minimize travel cost. Council Member Pierce would like to put this on hold until after the workshop.

Council Member Bradburn referenced when the County did an impact fee study and Bystre Lake Watershed, they paid thousands of dollars in fees but never implemented any of it. She stated she is ready to move forward tonight but understands if others need more time and information.

Vice Mayor Johnston agreed with Council Member Bradburn but Council Member Pierce has questions that could be addressed during the process. It must be determined whether this is a methodology that is worth pursuing and if it is, then it can be started and have efficiencies built into the model when it is presented. He also supports a workshop to address issues that should be incorporated into a final product.

Council Member Bernardini stated he supports going either way by making a decision tonight or waiting until after a workshop.

Mr. Lawson welcomes input from Council Members either individually or collectively as long as he gets the information to build into a model.

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CITIZEN INPUT

Mayor Burnett asked for public input.

Jason Sager spoke specifically against the Fire Assessment Contract, pointing out that it does not specify a cap or what the final product will be. He also does not support lowering the millage by increasing fees or spending \$30,000 for an idea that comes with risk. Mayor Burnett assured Mr. Sager that the City Attorney reviews all contracts before the City enters into them. Council Member Bradburn clarified it is an educated risk based on the methodology examples presented in depth by Mr. Lawson and his group. Having extensive knowledge on fire assessments, she stated this is more appropriate for the City of Brooksville than any other of the methodologies explored because it is fair and balanced. Attorney Hogan stated the work order is incorporated into the document in paragraph 2. Negotiated fee or legal services shall include scope of services and fee structure authorized by the City in writing. He stated there would be some adjustments in the contract with adding standard language that goes into all vendor contracts.

Pierre Desjardins recommended sending a fair survey to the citizens at a cost of about \$4,200 asking what level of service they want and expect as he wants a fair and equitable assessment for the citizens of this community. He does not support investing \$100,000 plus staff time in an effort to implement a new assessment system and questions the amount of time it will take to recuperate that additional expense. He supports a workshop as a wise and prudent move on Council's part.

Curt Prystupa stated the loss of revenue mentioned by Council Member Bradburn was not the fault of the citizens but the legislature that put the Homestead Exemption at \$50,000. He questioned spending \$30,000 at the cost of a firefighter's annual salary. He understands this is the cost of doing business but with a multitude of fixed incomes countywide it is not fair to assess a fee onto those with a tax exemption and suggested a sales tax adjustment instead. He stated implementing an assessed fee that is not in other communities will deter businesses from locating here. He indicated it is not easy doing business in this area and has explored going to other areas. He suggested a workshop with the County since cost of fire services is a countywide problem. He stated it is too expensive to taxpayers to be a test base and suggested reevaluating the Fire Department and the entire City budget.

Hamilton Hansen stated the business community is looking for new ideas and new thoughts to spread risk among as many people as possible but this idea is a private enterprise action with taxpayer money of an undisclosed amount.

Motion:

Motion was made by Council Member Pierce and seconded by Council Member Bernardini for delay of contract pending an internal workshop to discuss fire service. Motion carried 5-0.

City Manager Norman-Vacha asked for clarification of information Council is requesting from staff for a fire assessment workshop. She would also like to set dates for workshops for Land Use, Quarry Golf Course for the Bobby Weed Design Group report. Council set the following workshop dates:

- March 29, 6:00 p.m. - Fire Assessment Workshop
- April 11, 6:00 p.m. - Land Use Code Workshop
- April 12, 6:00 p.m. - Quarry Golf Course; the Bobby Weed Group and balance of Financial Workshop items; pension expenses, utility enterprise funds, fuel cost and economic development

REGULAR COUNCIL MEETING MINUTES – MARCH 7, 2011

Mayor Burnett requested all Council members have their questions, recommendations and/or concerns to the City Manager no later than this Friday, March 11th at 4:00 p.m. for the Fire Assessment Workshop on March 29th.

Beautification Advisory Board Appointment

Appointment of Advisory Board Member to the Beautification Board to fill one (1) Vacant Full-Time Position for a 4-year term of office through December 31, 2011.

Cecil Davis	New Applicant
Isha Marie McCarty	New Applicant

City Clerk Peters reviewed the two (2) applications submitted for the vacant Beautification Advisory Board member position.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Bradburn for approval of Isha Marie McCarty. Motion carried 5-0.

Vice Mayor Johnston clarified that this appointment is for the balance of a 4-year term of office which expires at the end of this year.

City Manager Contract Renewal

Discussion and review of City Manager's Contract.

Council Member Bernardini referred to Section 5 of the contract and stated the performance review is supposed to be done by May 21st and felt Council needs to abide by the schedule or remove it. He advised the contract should be brought forward on a January agenda for discussion.

Council Member Bernardini asked if the city is providing a vehicle or is there mileage reimbursement. City Manager Norman-Vacha indicated she uses her personal vehicle and does not charge the City for mileage. Council Member Bernardini stated it should be removed from the contract if it is not being utilized.

Attorney Hogan reminded Council that before they represented Council they represented Mrs. Norman-Vacha in negotiating a contract and she has signed a waiver of conflict since then. He referenced Section 9 of the contract which allows for the City Manager to waive the use of a city-owned vehicle or an alternative if the employee so elects. She may release the City from the requirement to provide a vehicle and receive mileage reimbursement pursuant to city travel policy for the official use of her private vehicle. She has not elected to do that and that would go from year to year, however it can be detailed further. Vice Mayor Johnston pointed out that she can sign a waiver of rights at year's end and that would be sufficient.

Council Member Bernardini referenced page 7 "Employee is terminated for cause..." and then refers to the City Personnel Policy in effect on May 21, 2007; he requested it be attached to the contract for reference.

Council Member Bernardini indicated the issue of punctuality has been addressed but he still has concerns with other matters that need improvement as indicated in his evaluation. He supports renewal of her employment contract but there are some necessary changes if she is agreeable to those.

Mayor Burnett felt perceived problems should be addressed directly to the City Manager.

REGULAR COUNCIL MEETING MINUTES - MARCH 7, 2011

Council Member Pierce distributed a memorandum (*Attachment A*) and stated several areas of concern. He expressed concern for the process he has to go through to get most information about city business, which he felt to be cumbersome and unacceptable. He also felt personnel practices, such as hiring and firing practices to be inconsistent, resulting in additional unnecessary legal and engineering consulting fees. Council Member Pierce acknowledged being upset that he, as a city employee, had been fired by the City Manager and does not support extension of her employment contract.

Council Member Bradburn referenced the letter in her evaluation (*Attachment B*) wherein she references savings and accomplishments by the City Manager, noting the City Attorney works under Council. She commended the City Manager for doing a phenomenal job and felt short and long term goals should continue to be addressed.

Vice Mayor Johnston felt the City Manager is doing a good job and there are always areas for improvement, and that applies to everyone. He was in favor of renewal of the contract.

Mayor Burnett also felt there is always room for improvement but felt overall she has the City at heart and problems have been addressed. He supports renewal of her employment contract.

Council Member Bradburn suggested distributing evaluation forms in January to be ready to review the employment contract prior to the ninety (90) day clause. She pointed out long distance travel should be reimbursed.

City Attorney Hogan suggested then that there be a motion to renew the contract subject to the amendments; Section 9 to include a sentence that requires that an annual waiver of any fees which gives an option as this would address Council concern that the unclaimed mileage compiles over time. Annually, the City Manager would waive any collection of unspecified fees at that point. The other amendment was to Section 13, which would state that the personnel policy in effect at the time of termination would be applicable. Council Member Bernardini stated that addresses both of his concerns. City Attorney Hogan also indicated the evaluation forms process is procedural and not part of the contract.

A 5 minute recess was taken to change the tape.

Motion:

Motion was made by Vice Mayor Johnston and seconded by Council Member Bradburn for approval to renew the City Manager employment contract with the following amendments; Paragraph 5 based on an annual salary performance review shall be made no less than 90-days prior to June 7th each year, Paragraph 9 the City Manager to annually waive travel reimbursements not claimed during the year and Paragraph 13 and any other areas of contract will be amended according to the City personnel policy in effect at the time of the event. Motion carried 4-1 with Council Member Pierce voting in opposition.

CITIZEN INPUT

Mayor Burnett asked for public input.

Dan Patrick advised he pays \$130 a day to the government and stated he does not get along with the current City Manager but has not had problems with any of the previous managers. He reviewed personal matters he has had, including some of his family members.

Pierre Desjardins asked where the progress energy money is. He thanked the City Manager for her refusal of reimbursement of travel expenses and indicated he has had nothing but great interactions with her. He thanked Council for renewing her employment contract.

REGULAR COUNCIL MEETING MINUTES - MARCH 7, 2011

Dennis Wilfong felt the City to be fortunate to have the City Manager and he has nothing but great respect for her and enjoys working with her. He defended her tardiness to meetings advising it has never been due to personal matters, but due to City business.

Kojak Burnett thanked Council for extending the City Manager contract since she has been the first to get the budget under control. He praised City Council members for showing support for Mayor Burnett during the MLK parade.

Tim Mossgrove thanked Council for their sympathies for his mother passing away.

ITEMS BY COUNCIL

Emory Pierce, Vice Mayor

City Personnel Policy

Council Member Pierce asked if the City Attorney completed revisions to the City Personnel Policy. City Manager Norman-Vacha indicated there is only a few policies left and are scheduled to come before City Council. He requested it be finalized sometime in May.

Reuse Plan

He would like to see a reuse plan in the future. City Attorney Hogan indicated he could provide an update of progress during Executive Session that involves litigation the City is involved in. He also indicated he could provide information to Council Members individually if they would like to stop by his office. Mayor Burnett requested an Executive Session be scheduled in May for this purpose.

Joe Bernardini, Council Member

Vandalism and Theft at Park

Council Member Bernardini stated illegal activity in the park needs to be reported to the Police Department. He referenced recently witnessed incidents of gang graffiti in the park. City Manager Norman-Vacha stated she has directed that police reports be made and will readdress the matter.

Mayor Burnett asked for Council consensus on the matter that police investigate any illegal activity, including toilet paper thefts. Council Member Pierce and Vice Mayor Johnston supports a report to the Police Department, Council Member Bradburn supports a report for vandalism and graffiti but felt theft of toilet paper does not warrant police action.

Joe Johnston, Vice Mayor

Next Meeting

Vice Mayor Johnston stated he will not be in attendance for the March 21st meeting.

Countdown lights

He was very pleased with the results of installing countdown lights heading south on US41 at Martin Luther King Boulevard but still witnessed two (2) vehicles running red lights in the same day.

Frankie Burnett, Mayor

Russell Street Park

Mayor Burnett stated the bathrooms are open all the time and he would like them locked after a certain time. City Manager Norman-Vacha stated the same issue has been brought up regarding Tom Varn Park and staff will address.

REGULAR COUNCIL MEETING MINUTES - MARCH 7, 2011

City Manager Contract

He congratulated City Manager Norman-Vacha on approval of her employment contract extension and looks forward to her continued hard and dedicated work.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 11:25 p.m.

City Clerk

Attest: _____
Mayor

MEMO

TO: T. JENNENE NORMAN – VACHA, CITY MGR.

DATE: MARCH 7, 2011

FROM: EMORY PIERCE, COUNCILMEMBER



RE: CITY MGR. CONTRACT RENEWAL PROBLEMS/ISSUES

I The process that I have to go through to get most information about City business is cumbersome and unacceptable. Most employees are afraid to give me normal reasonable, “public records type”, information w/o routing it thru you. Some even insist that I route the request thru you first. I want information requested from senior responsible employees given directly to me w/o your prior approval or censorship. Yes they should notify and copy you with any info they do give me.

II Personnel practices are inconsistent; some employees are fired for relatively minor issues others subject to arrest receive no/minor penalty.

III Inexcusable delays in filling important positions and then using very questionable hiring practices. After much delay the Public Works Directors job was advertised for just two weeks and only on the City website. This resulted in only 5 -6 applications. A normal reasonable hiring process should have resulted in 40-50 applications with this economy. Likewise a Human Resources position was left unfilled for too long.

IV The result of this poor management has caused the City to incur additional/unnecessary legal and engineering consultant fees because functions/tasks normally done by staff had to be done by City Atty/engineering consultants. Prior to you becoming City Mgr. legal fees were around \$30 - \$40,000/yr; since then legal fees have consistently been over \$180,000/yr. In the **two** years prior to the change in Public Works Directors the City spent slightly less than \$40,000 on engineering consultants; since then the cost has risen to over \$322,000 in less than **two** years.

In my opinion you were well aware of the cost to the taxpayers your inaction/poor management would cause and therefore I cannot support any extension of your contract.

12-06-10A10:32 RCVD

**T. Jennene Norman-Vacha
Brooksville City Manager**

Re: 2009-2010 Evaluation

Nov., 2010

More than two years ago, city council took action to implement an annual evaluation program for the city manager. None had existed prior.

Employee evaluations are designed as an instrument of growth – both for the employee and the city as a whole. They are not intended to be a tool of retaliation or a means to personal / political agendas. Each area should be completed to assess whether the employee fulfilled the task or goal in question as it relates to overall performance.

Understandably, the political nature of elected bodies can, at times, diminish the positive potential of this process.

For that reason, council should strongly consider altering the evaluation style to performance based measurements. Such a process evaluates employees on specific goals met or unmet, reducing subjective conclusions.

With that said, you will notice a sharp contrast in the rankings provided. Thus, it is imperative to place them in context – focusing less on the numbers and more on the cause and effect.

In the coming months, it is imperative that you set aside time to meet with individual members of council to hear both appropriate concerns and praises for your performance as city manager.

More so, hear and record what their priorities are for our city. What is it they personally would like the city to become? What *specifically* would they like the city to add or delete? Make no promises. Collectively, council must deliberately discuss and debate and then draft a specific plan of action for our city.

This council has relied heavily on your in-depth knowledge of government relations, budgeting and community relations. Most

organize city government, implement cost saving measures and establish partnerships with both private and public entities.

Curb-side recycling, the Enrichment Center- Special Needs Shelter, revision of personnel policies, lower insurance rates, the repositioning of law enforcement and implementation of energy efficiencies are just some examples of this year's accomplishments under your management. These moves have increased public services while reducing public expenses.

Your efforts to date have literally saved city taxpayers millions of dollars. Events such as Summer Nights, economic outreach and the Brooksville Cycling Classic have brought significant positive attention to our city.

Since 2009, Brooksville has enjoyed the establishment of 78 new businesses, creating 250 new jobs. Brooksville's tax rates have dropped more than 20 percent - among the lowest, if not the lowest, tax reduction in the state. As I venture out in the community and state, people are talking about Brooksville's positive and innovative changes. We have become the city to watch. That reputation is largely due to your efforts.

Internally, you have also made great strides to strengthen our personnel pool. Human resources and personnel management continue to be a strong point. You appropriately acknowledge those who give exemplary effort. You tender discipline with diligence and thorough examination of facts. However, you also continue to give great latitude to some who fail to grow professionally.

Most employees have embraced very necessary re-organization. By your example, they have witnessed how we can honor taxpayers by doing more with less by utilizing cost saving efficiencies. Understandably, there are still some that have not been able or willing to embrace change.

I continue to be concerned about your long work schedule. Too often, you pull all-night shifts to complete tasks that subordinate staffers had been assigned. It is not council's job to dictate personnel matters. However, if certain subordinate staff cannot or will not raise their level of performance - thus hindering your efforts and city operations - changes should be made. Your extraordinary work load diminishes your health, your creativity and your ability to spend more time on big picture issues.

Council's ability to guide this city to a productive future depends on a reliable collective workforce and the city manager's ability to focus on both long term and short term goals.

For our part, it is Council's job – singularly and collectively – to discover better ways to support you in your endeavors. When it comes to strategic planning, we often leave the heavy-lifting to you. You go out of your way to accommodate council requests, understanding you work for a body of five.

In the next year, we must step up and solidify a clear vision for Brooksville's long-term future. It is time we move past the crisis-management environment of recent years and formulate a long-term strategy.

Brooksville's potential remains great and we have never been in a stronger position to tap into it. The business community is solidly behind us. The citizenry is behind us. Our relationship with other governmental entities is at an all-time high. Much of that success stems from your efforts.

I know with all these accomplishments, other entities have sought your services. Thank you for remaining committed to our city.

Sincerely,


Lara Bradburn
Mayor



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: THE HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: RICHARD W. RADACKY, DIRECTOR OF PUBLIC WORKS
SUBJECT: PUBLIC WORKS BUILDING FUMIGATION BID-NUMBER PR2011-05
DATE: May 16, 2011

GENERAL SUMMARY/BACKGROUND:

The City Clerk's Office advertised for sealed bids for termite fumigating of the main office and warehouse, fleet and abandoned fire station buildings. Bids were opened and read aloud in Council Chambers on Thursday, April 21, 2011. There were three (3) bids submitted as follows:

Bidders	Bid Amount
Haskell Termite and Pest Control, Inc.	\$11,635
Aero Pest Control, Inc.	\$12,000
Murrell Pest Control, Inc.	\$15,780

Upon analyzing the bids, it was revealed that Haskell Termite and Pest Control submitted a complete bid and furnished copies of their Certificate of Pest Control Operators License and Pest Control License.

Aero did not submit an Insurance Certificate.

Due to the heavy infestation of termites, it will be necessary to tent the three (3) Public Works' buildings for two (2) and one-half days. Staff has coordinated the tenting of the buildings late Friday afternoon, Saturday and Sunday. For emergencies, staff will preposition some equipment, tools and implements at other City secured facilities. Use of the buildings will be resumed on Monday morning. A particular weekend for fumigation will be selected upon contract award.

Haskell will provide a person onsite during the fumigation process for safety purposes.

BUDGET IMPACT:

sf

Expenditure for the fumigation will be charged to Contractual Services in the Streets Department (25%), Water (23%), Wastewater (17%), Fleet (10%), and Sanitation (25%).



LEGAL REVIEW:

Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287. Only after all additional documents are received, reviewed and approved by Legal Counsel will the City sign an Agreement for Contractor Services.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve bid award for the DPW Fumigation Bid No. PR2011-05 to Haskell Termite and Pest Control, Inc., in the amount of \$11,635.

ATTACHMENTS:

Bid Opening Minutes
Bid Certification Form

**BID OPENING MINUTES
DEPARTMENT OF PUBLIC WORKS FUMIGATION
BID NO. PR2011-05**

April 21, 2011

3:00 P.M.

A Bid Opening was held at approximately 3:00 p.m. on Thursday, April 21, 2011, in the City Hall Council Chambers for **DEPARTMENT OF PUBLIC WORKS FUMIGATION BID NO. PR2011-05**. Kim Harsin, Deputy City Clerk, Richard Radacky, Director of Public Works, Sean Kessler, Maintenance Supervisor and Lindsay Morgan, Recording Secretary were in attendance.

Deputy City Clerk Harsin advised that an Invitation to Bid was published in the April 1, 2011, edition of the Hernando Today with a closing date and time set for 3:00 p.m. on Thursday, April 21, 2011. Addendum Number 1 was issued on April 4, 2011 and Addendum 2 was issued on April 11, 2011 and shall be attached to and made a part of the Proposal Documents. A mandatory pre-bid meeting was held on Friday, April 8, 2011.

As a result, 3 sets of bids were received, all properly sealed and notated. The bids were to include one (1) original and three (3) copies with the following items: Bid Certification Form with signature page, Bid Bond or Cashier's Certified Check in the amount of 5% of the bid; Public Entity Crime Statement; Drug Free Workplace Certification; a contractor's certificate of warranty for work completed; an ongoing maintenance program can be submitted as an addendum to this bid; and Addendums No. 1 and No. 2.

The following companies submitted bids, which were opened and the results read as follows:

<u>Haskell Termite & Pest Control, Tampa, FL</u>	5 Calendar Days	\$11,635.00
All required documentation included; Drug Program Implemented		
<u>Murrell Pest Control, Dade City, FL</u>	19 Calendar Days	\$15,780.00
All required documentation included; Drug Program Not Implemented		
<u>Aero Pest Control Inc., Crystal River, FL</u>	17 Calendar Days	\$12,000.00
All required documentation included with the exception of Addendum 1; Drug Program Implemented		

Deputy City Clerk Harsin informed bidders that the packets would be further reviewed by staff and their recommendations would be submitted to City Council. The bid opening concluded at 3:17 p.m.


Recording Secretary

City of Brooksville BID/CERTIFICATION FORM
DEPARTMENT OF PUBLIC WORKS FUMIGATION
RFP No. : PR2011-05

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:
 Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.

 Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashiers Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashiers Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashiers Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the DEPARTMENT OF PUBLIC WORKS FUMIGATION, for the Total Bid Sum of Eleven Thousand Six Hundred Thirty Five Dollars (\$ 11,635.00). (Must reflect same total as itemized in attached proposal.)

An Ongoing Maintenance Program can be submitted as an addendum to this Bid.

Bidder/Company Name: _____

5. Number of days from date of Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans.

5 days
(Maximum 120 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

Addendum #1
Addendum #2

<Remainder of Page Left Intentionally Blank>

Bidder/Company Name: _____

Name of Bidder:

Business structure: (X) Corporation, () Partnership, () Individual,
() Other _____

If a Partnership:

Name(s) of Partner(s): _____

If a Corporation:

Incorporated in State of: FLORIDA Date of Incorporation 10/21/92

Business Address: 1519 W. Hillsborough Avenue

City, State, Zip: Tampa State FL Zip 33603

Telephone Number: (813) 239-1790 Fax (813) 239-0168

Submitted By: (Print) Robert Quesinberry Title: Consultant

Signature: [Handwritten Signature]

ATTEST: Secretary

By:

Robert Quesinberry
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 21st day of April, 2011, by Robert Quesinberry
who is personally known to me or who presented _____ as identification,
and who (did) (did not) take an oath.

Lydia Alicea
[Signature of Notary Public]

Lydia Alicea
[Printed, typed or stamped name of Notary Public]



LYDIA ALICEA
MY COMMISSION # EE 073760
EXPIRES: March 19, 2015
Bonded Thru Budget Notary Services

3/19/2015
[Commission Number of Notary Public]

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.



AGENDA ITEM NO. E-1
5/16/11

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR 
STEVE BAUMGARTNER, FINANCE DIRECTOR 

SUBJECT: ORDINANCE NO. 777-A FLAGSTONE PAVERS, INC., AD VALOREM TAX ABATEMENT

DATE: MAY 3, 2011

GENERAL SUMMARY/BACKGROUND:

In 2006, property owned by Flagstone Pavers, Inc., was annexed into the City. At the time of annexation, improvements were being made to the property that included the addition of a new production plant, maintenance building and office facility. The property owner submitted an application for the ad valorem tax exemption in 2006, however, since the property was just annexed into the city and the improvements were completed in the 2006 calendar year, city tax assessments for the improvements would not be applied until the 2007 tax year (due to the one-year lag time in the value being added to the tax rolls). Therefore, the property owner was advised to apply for the exemption in the following tax year. The property owner re-submitted the application to the City in 2009. The business is a Qualified Manufacturer pursuant to Section 196.012, F.S., and the business expansion completed in 2006 was projected by the Company to result in a net increase of thirty employees/jobs being added to the business and local work force. As per the Guidelines for Tax Abatement adopted by the City via Resolution No. 2003-02, the business was eligible to receive a 100% tax abatement on the value of the new improvements for the 1st through the 5th years, and a 75% tax abatement on the value of the new improvements for the 6th through the 10th and final year.

At the public hearing to consider the Ad Valorem Tax Exemption application on September 21, 2009, the City Council approved Ordinance No. 777 to implement this tax abatement request. Ordinance No. 777 requires the Company to provide documentation to the City each year, during the term in which they are receiving the tax abatement, that demonstrates that they are maintaining at least 26 additional employees (above the base year amount). The Company had a base number of 40 employees in 2006 prior to the improvements constructed on the property, and was required to have at least 66 employees in order to maintain the level of exemption established by the Ordinance. The information provided by Flagstone Pavers to the City for the recent term (2010) indicates that the Company's current employment is 45, which is an increase of 5 employees over the original base number of employees (21 jobs less than required).

The Guidelines adopted by City Resolution No. 2003-02 establish a baseline increase of at least 10 new jobs/employees in order for a Qualified Manufacturing business to be eligible for receiving, or continuing to receive a tax abatement incentive.

CITY COUNCIL ACTION:

This item was reviewed and debated by the City Council at meetings on March 21, 2011 and April 4, 2011. At the April 4, 2011 meeting, direction was given to staff to modify the 100% provision

in Ordinance No. 777 to 80%, with the understanding that the City would continue to review the number of jobs being produced and maintained by the business on an annual basis.

Ordinance No. 777-A (attached) provides for the reduction in the benefit provided in Ordinance No. 777, from 100% to 80% for the next three years, and continues the 75% abatement for the remaining five years after that.

On May 2, 2011, the City Council reviewed and approved the first reading of Ordinance No. 777-A, authorizing it to be advertised for a public hearing and second and final reading on May 16, 2011 at 7:00 P.M. in the City Council chambers.

5/10

BUDGET IMPACT:

The Hernando County Property Appraiser estimated that the 2009 City tax revenue reduction, in granting the exemption at 100% of the value of the improvements made to the Flagstone Pavers' property, to be \$28,879 (as calculated using the adopted millage rate of 6.0690). Ordinance No. 777 provided for a full ten year period of tax abatement with a 100% ad valorem tax abatement to the taxable value of the improvements (as completed in 2006) for the first five years, and a 75% abatement for the second five years, consistent with the guidelines established by Resolution No. 2003-02. The Property Appraiser estimated the 2009 taxable value of the improvements completed in 2006 to be \$4,758,400. The 2010 City tax revenue reduction based on the original valuation of improvements at the current 6.370 millage rate at 80% would be \$23,198. This information was obtained from the Hernando County Property Appraiser. The exact amount for 2011 is not available because the estimate of total assessed property is not due until June 1, 2011. We expect the 80% exemption will be approximately the same as last year's.

J

LEGAL NOTE:

The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. The City is authorized under Fla. Stat. §196.1955 to grant tax exemptions and Fla. Stat. §288.106 to financially participate in the total tax refund incentives as refunds become due.

STAFF RECOMMENDATION:

Approve Ordinance No. 777-A, and authorize staff to provide a copy of said Ordinance to the Hernando County Property Appraiser for implementing the provisions therein.

ATTACHMENTS:

- (1) Ordinance No. 777-A
- (2) Ordinance No. 777

Attachment 1

Ordinance No. 777-A

ORDINANCE NO. 777-A

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING ORDINANCE NO. 777 WHICH PROVIDED A TAX ABATEMENT FOR UP TO TEN YEARS FOR THE EXPANSION OF A QUALIFIED MANUFACTURING BUSINESS ON PROPERTY OWNED BY FLAGSTONE PAVERS, INC., LOCATED AT 9070 OLD COBB ROAD, BROOKSVILLE, FLORIDA 34601-9300; AMENDING SECTION 1 OF SAID ORDINANCE BY REDUCING THE LEVEL OF TAX EXEMPTION PROVIDED BY SAID ORDINANCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Qualified Manufacturing Business has not been able to sustain the number of employees required to maintain a tax exemption at the level adopted by local policy in Resolution No. 2003-02; and

WHEREAS, the City Council finds that granting a conditional ad valorem tax exemption to FLAGSTONE PAVERS, Inc., an expanding Qualified Manufacturing Business located within the City of Brooksville, continues to be in the best interest of the citizens of Brooksville by virtue of said business establishing jobs and promoting positive economic development within the incorporated area of Brooksville; and

WHEREAS, the City Council will continue to annually review the number of jobs provided by the Qualified Manufacturing Business to determine future year benefits under the Ad Valorem Tax Exemption Program.

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

ARTICLE I. AMENDED PROVISIONS. Section 1. of Ordinance No. 777 is hereby amended as follows:

SECTION 1. FLAGSTONE PAVERS, Inc., whose expansion of a Qualified Manufacturing Business located at 9070 Old Cobb Road, Brooksville, Florida, meets the definition of “Expansion of an existing business” as stipulated by Chapter 196, Florida Statutes and City of Brooksville Resolution No. 2003-02, and is hereby granted a conditional tax exemption for qualified improvements constructed thereon and completed in calendar year 2006 in the amount of eighty (80) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for the remaining three year period, beginning January 1, 2011 and ending December 31, 2013; and in the amount of seventy-five (75) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for a period of five (5) years, beginning January 1, 2014 and ending December 31, 2018.

ARTICLE II. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

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

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

ADOPTED IN REGULAR SESSION THIS 16th DAY OF May, 2011, A.D.

CITY OF BROOKSVILLE

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

By: _____
Frankie Burnett, Mayor

PASSED on First Reading May 2, 2011

NOTICE Published on May 6, 2011

PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:

Bernardini ___
Bradburn ___
Burnett ___
Johnston ___
Pierce ___

THOMAS S. HOGAN, JR., THE HOGAN LAW FIRM, LLC
CITY ATTORNEY

Attachment 2

Ordinance No. 777

ORDINANCE NO. 777

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, PROVIDING FOR QUALIFIED TAX ABATEMENT FOR UP TO TEN YEARS FOR THE EXPANSION OF A QUALIFIED MANUFACTURING BUSINESS ON PROPERTY OWNED BY FLAGSTONE PAVERS, INC., LOCATED AT 9070 OLD COBB ROAD, BROOKSVILLE, FLORIDA 34601-9300; PROVIDING THAT THE EXPANSION OF THIS BUSINESS HAS CREATED THIRTY AND MUST MAINTAIN A MINIMUM OF TWENTY-SIX ADDITIONAL FULL-TIME JOBS; PROVIDING A SUMMARY OF THE ESTIMATED VALUES AND PROPOSED ABATED TAX REVENUE; PROVIDING FOR RESTRICTIONS, CONDITIONS AND TERMINATION; PROVIDING FOR THE EXEMPTION THROUGH THE HERNANDO COUNTY PROPERTY APPRAISER; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the voters of the City of Brooksville passed a referendum on March 14, 2000 authorizing the City Council to grant conditional economic ad valorem tax exemptions to new and expanding businesses; and

WHEREAS, the City Council finds that the granting of a conditional ad valorem tax exemption to FLAGSTONE PAVERS, Inc., an expanding Qualified Manufacturing Business located within the City of Brooksville, is in the best interest of the citizens of Brooksville by virtue of said business establishing jobs and promoting positive economic development within the incorporated area of Brooksville; and

WHEREAS, the City Council finds that the expanded business satisfies the requirements of Chapter 196, Florida Statutes, as well as adopted guidelines of the City of Brooksville to implement the provisions of said Statute; and

WHEREAS, the City Council has carefully considered the Hernando County Property Appraiser's report and has determined that the information contained therein does not present a basis for denying the exemption and that the application satisfies the requirements of City Council Resolution 2003-02.

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

SECTION 1. FLAGSTONE PAVERS, Inc., whose expansion of a Qualified Manufacturing Business located at 9070 Old Cobb Road, Brooksville, Florida, meets the definition of "Expansion of an existing business" as stipulated by Chapter 196, Florida Statutes and City of Brooksville Resolution No. 2003-02, and is hereby granted a conditional tax exemption for qualified improvements constructed thereon and completed in calendar year 2006 in the amount of one hundred (100) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for a period of five (5) years, beginning January 1, 2009 and ending December 31, 2013; and in the amount of seventy-five (75) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for a

period of five (5) years, beginning January 1, 2014 and ending December 31, 2018.

SECTION 2. The improvements deemed eligible for the ad valorem tax exemption, must be in accordance with the application submitted by FLAGSTONE PAVERS, Inc., dated November 14, 2006, and the applicant's business at the subject location must maintain at least twenty-six (26) additional full-time, permanent jobs during the exempt period.

SECTION 3. FLAGSTONE PAVERS, Inc., shall submit an annual report on or before March 1st of each year that an exemption is being requested to the City of Brooksville regarding compliance with the requirements of this Ordinance and adopted City Guidelines, and shall submit annual applications (on DR Form #418) in order to be eligible to maintain the tax exemption for the period of time specified in this ordinance.

SECTION 4. The total amount of ad valorem tax revenue for the City in the 2009 fiscal year is estimated to be \$3,287,977.00 based on the TRIM notice at 7 MILS; the total amount of revenue lost for the 2008-2009 fiscal year because of the economic development ad valorem tax exemptions currently in effect is \$0.00; and the amount of estimated revenue which would be lost to the City of Brooksville for the 2009-2010 fiscal year attributable to this exemption is \$28,879.00 (@ 6.0690 Mils), or assuming no change in taxable value or city millage, \$252,690.00 over a ten (10) year period.

SECTION 5. The City Council may, by ordinance, terminate or amend this exemption upon a finding that the expanded business has failed to maintain at least twenty-six (26) additional full-time, permanent jobs, or upon findings that the requirements of this Ordinance, City of Brooksville Code or guidelines (as may be amended), or Florida Statutes with regard to ad valorem tax exemption, are not satisfied.

SECTION 6. This Ordinance shall be forwarded to the Hernando County Property Appraiser, who will apply this exemption to the City's millage assessment for improved real and tangible personal property on the subject parcel (parcel key #00945936) in accordance with this ordinance. The City will notify the Property Appraiser's office if the exemption for the property no longer qualifies in the future.

SECTION 7. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 8. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 23rd DAY OF September, 2009, A.D.

CITY OF BROOKSVILLE

ATTEST: _____ s/Joe Bernardini
Janice L. Peters, City Clerk Joe Bernardini, Mayor

PASSED on First Reading September 9, 2009
NOTICE Published on September 13, 2009
PASSED on Second & Final Reading September 23, 2009

VOTE OF COUNCIL:

APPROVED AS TO FORM AND CONTENT	Bernardini	<u>AYE</u>
FOR THE RELIANCE OF THE CITY OF	Bradburn	<u>AYE</u>
BROOKSVILLE ONLY:	Johnston	<u>AYE</u>
	Lewis	<u>AYE</u>
	Pugh	<u>AYE</u>

s/Jennifer C. Rey, for
Thomas S. Hogan, Jr., City Attorney



AGENDA ITEM NO.

E-2
5/16/11

**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: MIKE WALKER, DIRECTOR OF PARKS, FACILITIES & RECREATION 
SUBJECT: GREEN BURIAL CEMETERY CODE CHANGE - ORDINANCE NO. 818
DATE: April 29, 2011

GENERAL SUMMARY/BACKGROUND: At the May 2, 2011, City Council meeting, Council approved the first reading of Ordinance No. 818 to allow a Green Burial Concept at the Brooksville Cemetery, which is a burial designed to have minimal environmental impact, typically with the remains of a deceased person that has not been embalmed and being placed in a biodegradable coffin or shroud.

City Council directed staff to prepare modifications needed to implement Green Burial provisions. Changes to the Brooksville Code of Ordinances Article II, Sections 18-31 through 18-53 must be made to implement the Green Burial concept.

Provided as Attachment 1 is the proposed Ordinance No. 818, which includes the modifications to Sections 18-31 through 18-53. The modifications will allow vaults and liners to be exempt for green burials, scattering of cremains and provides for a required depth of 36 inches for all green burials. Additionally, we have included provisions for columbarium niches and the removal of the monument permit fee in section 18-48 (b) (c) that is no longer permitted by Florida Statutes 497. 278.

 **BUDGET IMPACT:** The green burial plots have a higher sales price than the conventional plots in the cemetery, while utilizing the same size plots. This will have positive impact on the cemetery revenues, which will allow for additional revenue to the General Fund.

 **LEGAL REVIEW:** Pursuant to home rule authority provide for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City Council has the power to conduct municipal functions and to adopt ordinances.

STAFF RECOMMENDATION: Approval of the second reading of Ordinance No. 818.

Attachments: Proposed Ordinance No. 818

ORDINANCE NO. 818

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING CHAPTER 18, ARTICLE II BROOKSVILLE CITY CEMETERY OF THE CITY OF BROOKSVILLE CODE OF ORDINANCES, PROVIDING FOR CONFLICT AND SERVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, amendments to the Code are necessary to comply with Chapter 497, Florida Statutes; and,

WHEREAS, at its regular meeting on February 7, 2011, the City Council of the City of Brooksville considered a proposal to add a green burial component to cemetery services currently offered at the Brooksville Cemetery; and

WHEREAS, the City Council desires to incorporate Green Burials into the Cemetery.

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

SECTION 1. AUTHORITY. This Ordinance is enacted pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes (2010), to enact ordinances and under the home rule powers of the City in the interest of the health, peace, safety and general welfare of the people of the City of Brooksville.

SECTION 2. AMENDMENT TO CHAPTER 18. The Code of the City of Brooksville, Florida, Chapter 18 "Cemeteries", Article II Brooksville Cemetery is hereby amended and restated as follows:

Sec. 18-31. Public cemetery of city.

The legal description tract of land being part of the city cemetery shall be on file in the city clerk's office. (Code 1988, § 13-26)

Sec. 18-32. New lands acquired by city for cemeteries.

Any land hereafter acquired by the city for cemetery purposes and constituting a cemetery and all burials therein shall be subject to all the provisions of this article. (Code 1988, § 13-27)

Sec. 18-33. Use of cemetery.

The city cemetery is for the burial and interment of human remains, cremation remains, and the scattering of cremains. Use of Cemetery grounds may be authorized by the Cemetery sexton to facilitate City projects or purposes.

Sec. 18-34. Burials restricted to specified areas.

Except as provided in this section, no body of a deceased person shall be buried within the city in any place other than a cemetery or other specifically designated area of ground set apart for burial of the dead. (Code 1988, § 13-29)

Sec. 18-35. Lot prices to be fixed by city council.

The city council shall by resolution fix the prices of the various lots or plots, and services of the city cemetery. The same shall be subject to change and revision by the city council at any time.

Sec. 18-36. Plan of cemetery and prices of lots or plots to be kept in office of sexton; furnish deeds to purchasers.

A map or plat of the survey of the city cemetery, which shall set forth each individual lot or plot in the entire cemetery, shall be maintained by the sexton. The sexton shall indicate on the map or plat which lots have been sold. The sexton shall sell such blocks or lots accordingly, furnishing to the purchaser upon complete payment of the purchase price a deed to the lot or plot which shall be executed by the mayor and attested by the city clerk, with the seal of the city attached, and duly acknowledged according to law. The sexton shall not furnish a burial permit for the interment of any person for whom space in the cemetery has not been purchased except as hereinafter provided in this article. (Code 1988, § 13-31)

Sec. 18-37. Records of rights to interment.

It shall be the duty of the sexton to keep on file proper records in regard to the city cemetery. The records shall contain a record of all sales of rights to interment, with the names of the grantees to whom the same are conveyed and of all burial certificates issued permitting use of lots, plots, and cremation niches or other rights of interment within the city cemetery.

Sec. 18-38. Sale or transfer of burial spaces; fee.

The sale or transfer of any burial space or right to interment within the city cemetery by any owner shall not be binding upon the city unless it shall first be approved in writing by the sexton or his designee, and then such burial space or right to interment must be reconveyed to the city. The city shall then issue a quit claim deed to the new owner. This procedure is required so that the city may have a complete and accurate record of all owners. The city council shall by resolution set the prices of the sale or transfer of burial space or right to interment. (Code 1988, § 13-33)

Sec. 18-39. Cemetery rules and regulations.

The city council shall adopt rules and regulations for the city cemeteries by ordinance, resolution or administrative directive as the case may be which rules shall regulate the operation and management of such properties. (Code 1988, § 13-34)

Sec. 18-40. Management of cemetery.

All city cemetery lands shall be in the charge, care and management of the city council and shall be subject to such rules and regulations relating to the management of such cemeteries as shall be made by the city council. (Code 1988, § 13-35)

Sec. 18-41. Burial certificate required.

(a) No interment shall be made in any city cemetery, nor any body removed therefrom, except by authority of written permit or certificate obtained from the proper state registrar of vital statistics or such other person as may be authorized by law to issue such permit. Before interment of any dead body, the sexton shall be furnished proper evidence of issuance of a certificate from the proper state registrar of vital statistics.

(b) The cemetery sexton or his designee must be presented with evidence of ownership of the burial right in cemetery before interment will be permitted. The city shall have the exclusive right and responsibility for the same of all cemetery spaces and lots except as outlined in section 18-38. (Code 1988, § 13-36)

Sec. 18-42. Emergency burial certificate.

In cases of emergency, due to briefness of time or other reason, the proper person, upon application to the sexton or his designee, and for good and sufficient reasons stated, may obtain an emergency burial certificate. The application shall be accompanied by such fee as may be regularly required. The issuance of such certificate and the acceptance of such fee, if required, shall be reported at the beginning of the next working day to the sexton together with all information necessary to complete the records normally kept in such matters by the city sexton. (Code 1988, § 13-37)

Sec. 18-43. Permit required to exhume bodies.

A body shall not be exhumed from any city cemetery without a permit from the sexton. (Code 1988, § 13-38)

Sec. 18-44. Temporary marking of graves.

In order to secure the recognition of graves and prevent mistakes, each grave upon interment shall be marked by placing at the head a stake or other marker inscribed with the name of the deceased, and such stake shall remain until a permanent monument or headstone is erected by the friends or relatives of the deceased. (Code 1988, § 13-39)

Sec. 18-45. Depth required for graves.

All graves, except green burials, must be dug to a depth that upon proper closing there shall remain a minimum of 12 inches of soil above the grave liner or vault to the average ground level. Green burials shall have a minimum of 36 inches of soil above the remains to the average ground level. In unique cases or cases of a hardship, the undertaker or other interested party may, upon proper petition to the sexton or his designee, obtain a variance of the requirements of this section in keeping with the hardship or unique situation encountered.

Sec. 18-46. Liner or vault required.

All graves for deceased persons except cremation lots, scattering gardens and green burials must have a liner or vault properly installed in the following or more stringent specifications:

- (1) *Concrete liner or vault.* All concrete liners or vaults shall have six sides each not less than one inch in thickness, reinforced with steel mesh or other like or similar reinforcing material.
- (2) *Steel liner or vault.* All steel liners or vaults shall have six sides and shall be constructed of 14 gauge material or thicker.
- (3) *Fiberglass or similar material liner or vault.* All liners or vaults made of fiberglass, polypropylene or similar material shall have six sides and shall be constructed of nonbiodegradable material with strength substantially equivalent to concrete or steel liners.
- (4) *Size.* All liners or vaults regardless of material shall be no less than 86 inches inside length, 30 inches inside width and 25 inches inside depth.
- (5) *Liner or vault for infant children.* Liners or vaults installed for the burial of infants or children shall be of the same or better quality as that required by the other subsections of this section, but of a size sufficient only to accommodate the casket. (Code 1988, § 13-41)

Sec. 18-47. Preinstallment of liner or vault prohibited.

No person shall install or cause to be installed any grave liner or vault, except upon a basis of need at the time of burial. (Code 1988, § 13-42)

Sec. 18-48. Stones and monuments.

(a) *Permit required.* No stone, monument or other edifice, memorial or structure shall be placed, constructed or erected upon any gravesite or within or upon any city cemetery property unless and

until a monument permit allowing the same shall have been obtained from the sexton, or his designee.

(b) *Issuance of permit.*

(1) A monument permit shall be construed to be a license to proceed with the work and shall not be construed as an authority to violate, cancel, alter or set aside any of the provisions of this Code, nor shall such issuance of a permit prevent the sexton or his designee from thereafter requiring a correction of error in placement or construction or in violations of this Code.

(2) Any permit issued shall become invalid within six months after its issuance.

(c) *Foundation required.* All foundations for monuments shall be not less than six inches in thickness and shall extend in width and length not less than two inches on all sides in excess of the dimensions of the base of the monument to be placed thereon. In the case of an unusual size or shape, foundations for monuments shall be constructed in manner and specifications other than those set forth above, but of sufficient dimension to properly base such monument intended to be placed thereon, and must have prior approval of the sexton.

(d) *Inspection.* Inspection by the city will take place within a reasonable time after the setting of such stone, monument or other edifice.

Sec. 18-49. Direction of stones, monuments.

All stones, monuments or other edifices, memorials or structures shall be placed at the head of the grave with the primary inscription facing the foot of the grave (east). The family name only may be on the back (facing westerly) of such stone or monument. (Code 1988, § 13-49)

Sec. 18-50. Lots and graves, improvement of lot by owners; permit.

(a) Owners of lots or rights to interment in any city cemetery and members of the family and friends of deceased persons interred therein may make proper improvements to the respective lots after obtaining an improvement permit from the sexton.

(b) All plans for special work must be submitted to the sexton or his designee in advance for approval before an improvement permit will be issued. (Code 1988, § 13-50)

Sec. 18-51. Indigent burial; exception.

Upon the death of an indigent person, the funeral director shall bring evidence of such indigence to the cemetery sexton. If indigence shall be determined, that person shall be buried in the city cemetery at no charge at a location to be determined by the sexton or his designee. (Code 1988, § 13-51)

Sec. 18-52. Interference with funerals.

It shall be unlawful for any person to interfere, without legal cause, with the proper conduct of a funeral or the burying or exhuming of a body in any city cemetery. (Code 1988, § 13-52)

Sec. 18-53. Driving vehicles in cemetery.

Except for official purposes and as authorized by sexton, no person shall drive any vehicle within any city cemetery except upon the driveways prepared and designated for that purpose. No through traffic is allowed in the cemetery. (Code 1988, § 13-53)

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

SECTION 4. AMENDMENT TO CODE. This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 18 "Cemeteries" as directed herein.

SECTION 5. CODIFICATION. It is the intention of the City Council of the City of Brooksville that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Brooksville, Florida and the word "ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of the ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

CITY OF BROOKSVILLE

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

By: _____
Frankie Burnett, Mayor

PASSED on First Reading May 2, 2011
NOTICE Published on May 6, 2011
PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:
Bernardini _____
Bradburn _____
Burnett _____
Johnston _____
Pierce _____

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



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

TO: THE HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR
SUBJECT: WELCOME TO BROOKSVILLE SIGN

DATE: April 27, 2011

GENERAL SUMMARY/BACKGROUND: On June 21, 2010, the City Council awarded a bid to construct a 'Welcome to Brooksville' sign including a structural base for the sign. The Council awarded a contract to Wolf Contracting, low bidder, and gave the staff latitude in the construction costs up to \$10,000. Wolf's bid was \$7,829.

At bid award, the Council decided that the Welcome Sign bid should be one (1) foot higher and two (2) feet wider to accommodate the artwork. The Council approved staff to negotiate changes with Wolf Contracting, provided a \$10,000 limit was not exceeded. Staff met with Wolf Contracting, and negotiated a cost for the sign being one (1) foot higher and two (2) feet wider. Staff approved a change order to Wolf Contracting to remove the artwork from the contract for a credit of \$1,075. A second change order was also approved by staff for \$1,450 to increase the sign height and width for an amended cost of \$8,204.

Staff has learned that sign artwork is very complex and we know much more now than when this project was bid.

Faith Bradburn Keller has consulted with the City pro-bono in the artwork. She has spent many hours conversing with staff on this project. Also, Faith Bradburn Keller has drawn the artwork which was approved by the Council and Beautification Board. Staff has invited Faith Bradburn Keller to appear before the council to address questions pertaining to the artwork.

Faith Bradburn Keller's vision was to provide painted artwork onto sandblasted high density urethane foam with high density urethane foam letters 'Welcome to', and 'Brooksville' applied to the surface. The sign would be then primed, prepared with urethane, and provided to Faith Bradburn Keller for the artwork. Final coating and mounting of the artwork on the sign structure would be by the sign manufacturer.

Faith Bradburn Keller has worked closely with Artisan Signs of Sarasota in the construction of many signs. Artisan has provided sign construction and the detailed artwork has been provided by Faith Bradburn Keller. Final painting and clear coat would be applied by Artisan. Artisan has been in contact with staff and has provided various materials in sign construction. These materials will be available at your May 16th Council Meeting.

In an effort to provide what Faith Bradburn Keller envisioned for a sign, staff has been in contact with Rogers Sign Corp. of Brooksville, and Signs Now of Largo. Staff has invited representatives from Artisan Signs, Rogers Sign Corp. and Signs Now to appear before Council to provide comments, suggestions, samples, and recommendations to Council.

Please note that all three (3) sign companies have indicated having the base structure in place, prior to construction of the sign artwork.

Staff has provided netting in the Council Chambers in order that the council may realize the size and shape of the sign to be constructed. Staff desires the Council to reaffirm its decision in the size and shape. It is staff's understanding that council is using the first 'Welcome to Brooksville' sign as a prototype for as many as three (3) additional signs.

Although Rogers Sign Corp. and Signs Now do similar work, their work is not of the type supplied by Artisan or envisioned by Faith Bradburn Keller.

- Rogers Sign Corp. and Signs Now recommend aluminum backing with a digitally adhered print and raised high-density foam or PVC letters.
- Artisan would provide high density urethane foam sandblasted with a handcrafted feel and look, with raised high-density foam letters.
- Whether the sign is entirely out of foam as per Artisan, or of aluminum by Rogers Sign Corp. and Signs Now, needs to be determined.
- All three (3) signs should have a 3-dimensional effect.

The longevity of the digital print adhered to an aluminum backing per Rogers Sign Corp. and Signs Now, each suggested approximately 5 – 7 years with minimal maintenance, before possible replacement. The longevity of the sandblasted sign also would last several years as reported by Artisan Signs. However, the painted surfaces would require considerable more maintenance, due in part mainly to the Florida heat and sunlight.

If the council desires Faith Bradburn Keller to provide the artwork, it may be logical to authorize Artisan Signs to work in unison with Faith Bradburn Keller to provide the artwork. They both have businesses in close proximity to each other, and have constructed many signs together. It would be difficult to have Rogers Sign Corp. and Signs Now shipping the artwork back and forth to Faith Bradburn Keller.

CITY COUNCIL ACTION: On June 21, 2010, City Council took action via motion made by Vice Mayor Lewis and seconded by Council Member Bernardini for approval of the bid award not to exceed \$10,000 should amendments need to be made. Motion carried 4-0.

 **BUDGET IMPACT/AMENDMENT:** Originally, the sign cost was \$7,829 including artwork. With staff change orders, the cost would be \$8,204 for the structure, not including the artwork. In order to provide the artwork envisioned by Faith Bradburn Keller, the artwork would be approximately \$7,645 as quoted by Artisan Signs.

The City budgeted in the current 10/11 Budget for the welcome sign in our Multi-Capital Project Accumulation Fund No. 408 in the amount of \$7,880. If the City Council approves the recommendation of \$8,204 for the sign and \$7,645 for the artwork; the total cost of the sign is

\$15,849. Therefore a 10/11 Budget Amendment of \$7,969 (\$15,849 less \$7,880 equals \$7,969) would be needed. There are sufficient Reserves in the Multi-Capital Project Accumulation Fund to fund the additional expense.

Below is the request for a 10/11 Budget Amendment if the sign is approved for the total cost of \$15,849:

BUDGET AMENDMENT FY2010-11	REVENUE	EXPENSE
Account#308-019-541-55630	n/a	\$7,969
Multi-Capital Improvements Other Than Buildings		
TOTAL		\$7,969

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. Pursuant to Sec. 504 of the City’s Charter, except where an essential public service seriously affecting the public health and safety is involved due to emergency conditions set forth by ordinance, the procurement of personal property or services shall be awarded within the statutory categories and limits established pursuant to Fla. Statutes Chapter 287. If the item is deemed a sole source, the City Council may award a contract to a sole source vendor pursuant to Fla. Stat. 287.057(5)(c) which provides that when the purchase price of commodities or contractual services exceeds the threshold amount of \$25,000, no purchase of commodities or contractual services may be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless: commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When commodities or contractual services are believed to be available only from a single source, the City shall electronically post a description of the commodities or contractual services sought for a period of at least 7 business days. If it is determined in writing, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, then the City shall then provide notice of its intended decision to enter a single-source purchase contract. If after the seven day notice and after the bid protest period have expired no protests remains, then pursuant to Section 1.I.B.3.(e) and Section 5.I.H.1 of the City’s Purchasing Policy, the City Council may consider for approval a sole-source vendor purchase.

STAFF RECOMMENDATION: Staff desires the Council to reaffirm or modify the following:

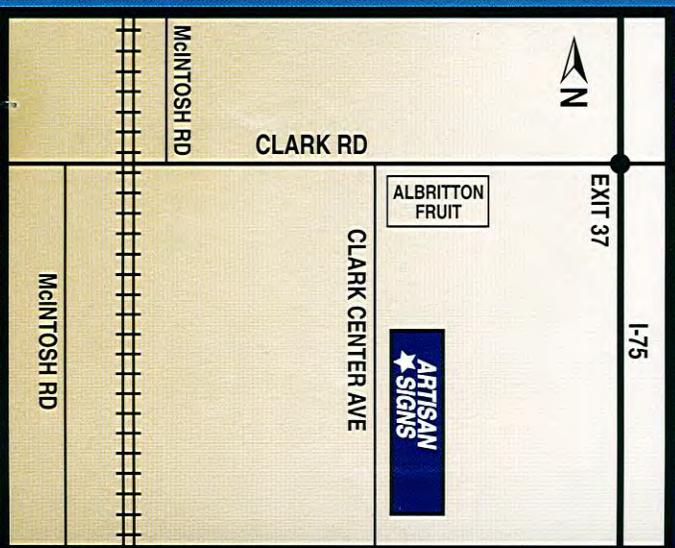
- Size and height of the sign.
- Angling the sign in the easement.
- The sign material; sandblasted foam verses aluminum.
- That construction of the base structure be authorized.
- Whether the artwork by Artisan Signs is a sole-source item.
- A 10/11 Budget Amendment is requested if the sign is approved at the cost of \$15,849.

ATTACHMENTS:

1. Artisan Signs Brochure
2. Artwork approved by Council and Beautification Board
3. Sign Structure Detail
4. Bid Award (Agenda Item Dated 6/21/10)

Attachment 1

Artisan Signs Brochure



6111 B Clark Center Avenue
Sarasota, Florida 34238
941.923.7005
Fax: 941.923.5551
Email: artsigns@gre.net

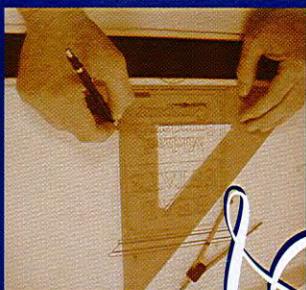


Artisan Signs

OF SARASOTA INC.



6111 B Clark Center Avenue
Sarasota, Florida 34238



Design

You have only one chance to make a first impression.

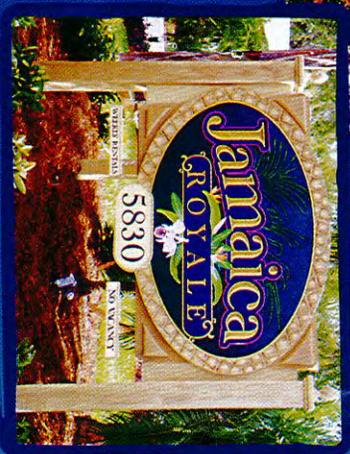
Signs are more than just lettered rectangles, they are the icon of your business, your image to the world.

Since 1982 our artists have been creating many of Sarasota's most elegant and effective signs. Our graphics team is prepared to combine their creative talent with your architecture, location and desired image to develop the right concept for your sign.

Before



After

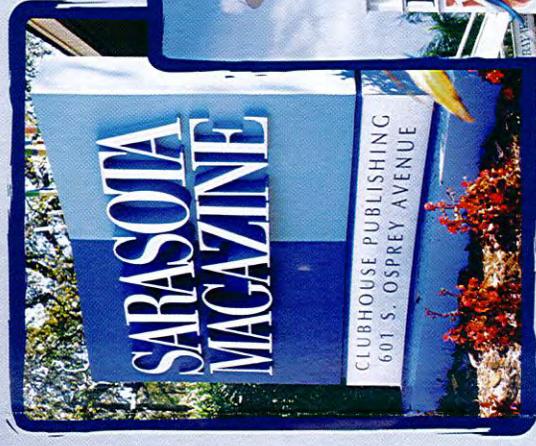
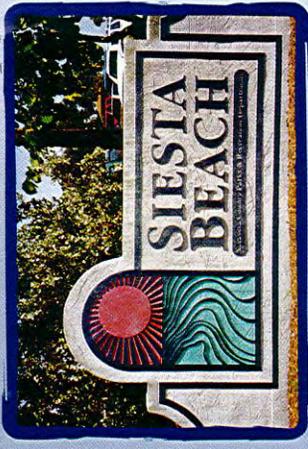
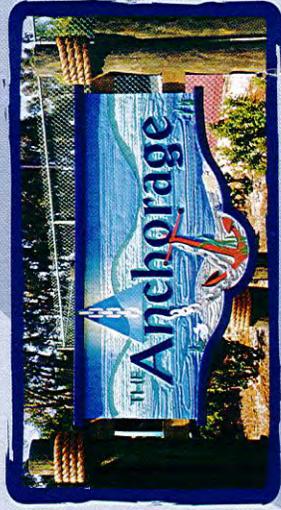
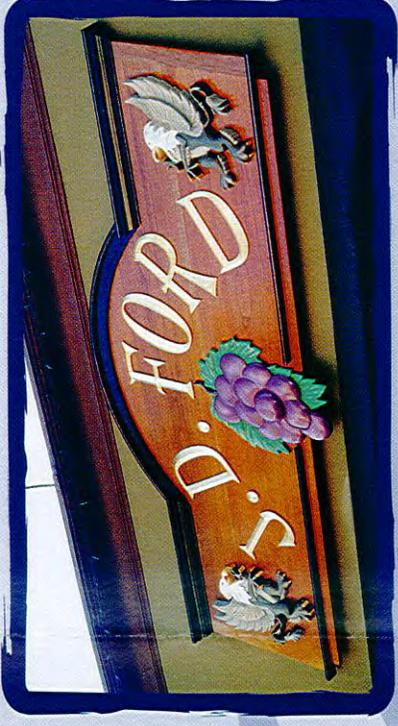


Artisan Expression!



Craftsmanship

By definition an artisan is a skilled craftsman, thus our name. The greatest design is nothing without the ability to produce it in a quality manner. Our artisans will bring your sign to life with their skill, dedication, experience and pride.

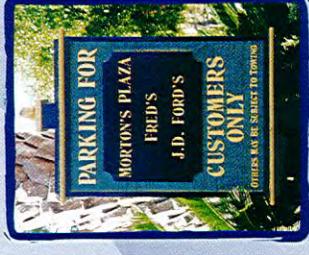
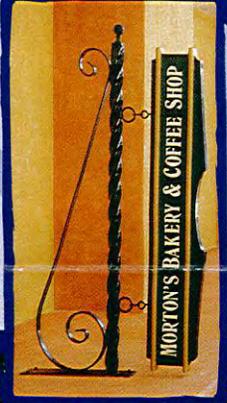
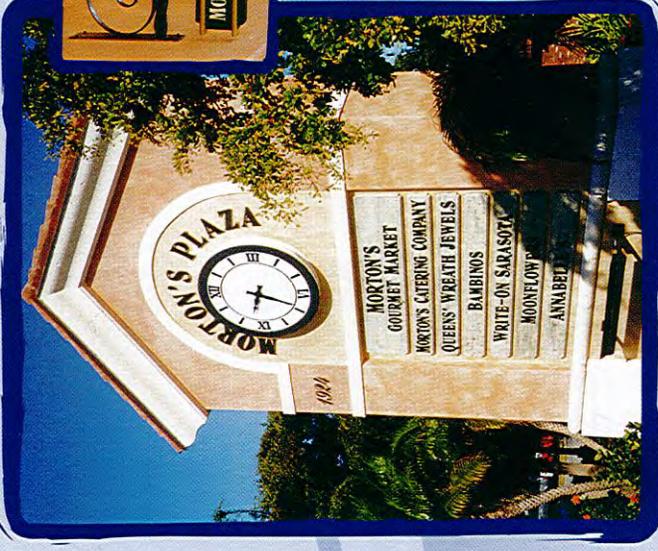
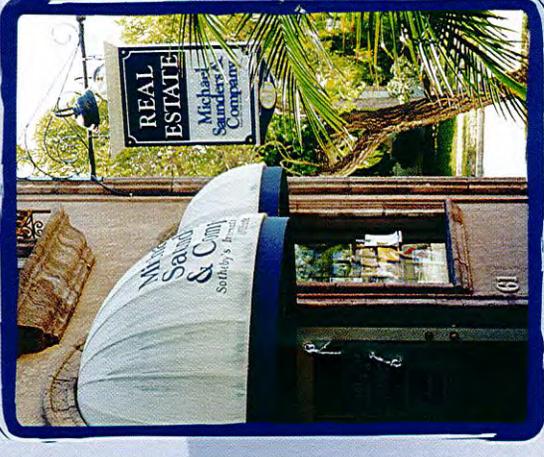


Art is an Impression!



Service

As sign makers we know our alphabet and are prepared to take you from A to Z, Artwork to Zoning. Yes, signs do require permits, and as an experienced and licensed contractor we will guide you through the entire process, including installation.



Art is an Experience!

Attachment 2

Council Approved Artwork

Welcome To
Historic

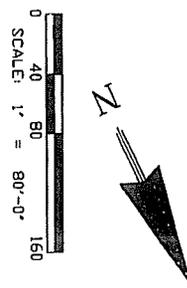
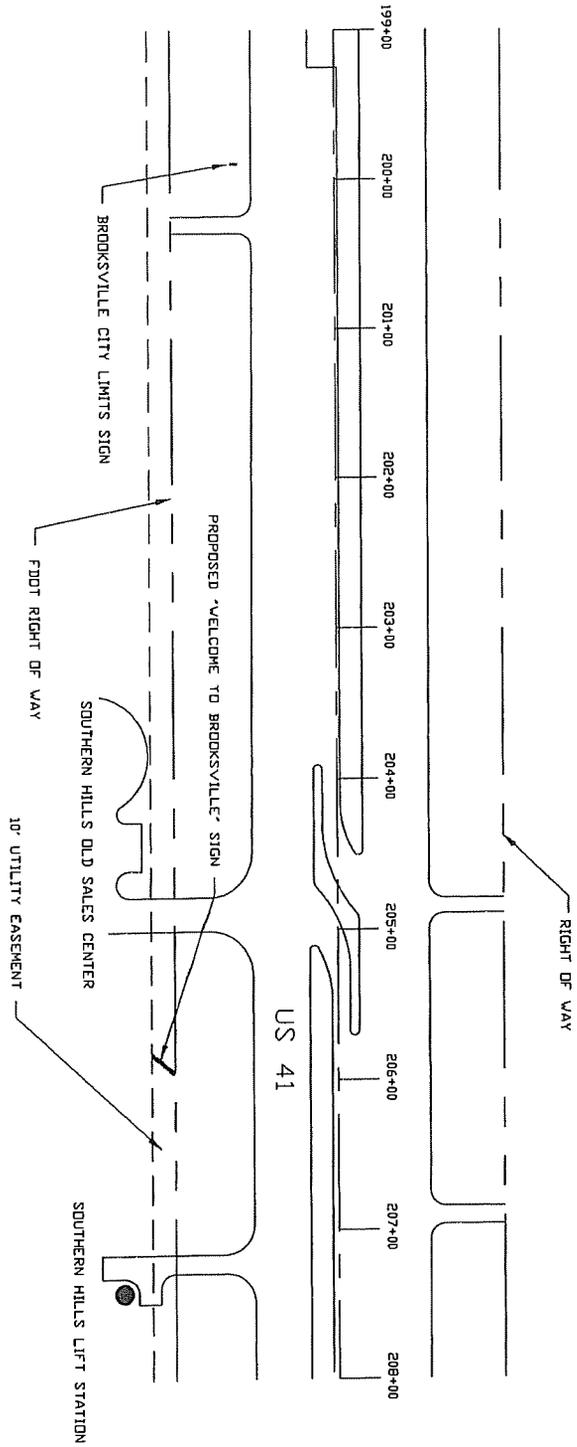


Brooksville

Established in 1856

Attachment 3

Sign Structure Detail

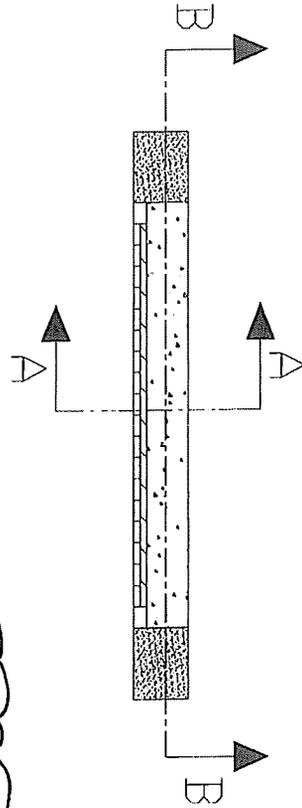


City of Brooksville
 Dep't of Public Works
 600 South Brooksville Avenue

WELCOME TO
 BROOKSVILLE
 SIGN

SCALE: AS NOTED
 DRAWN BY: TJD
 DATE: 12/22/09

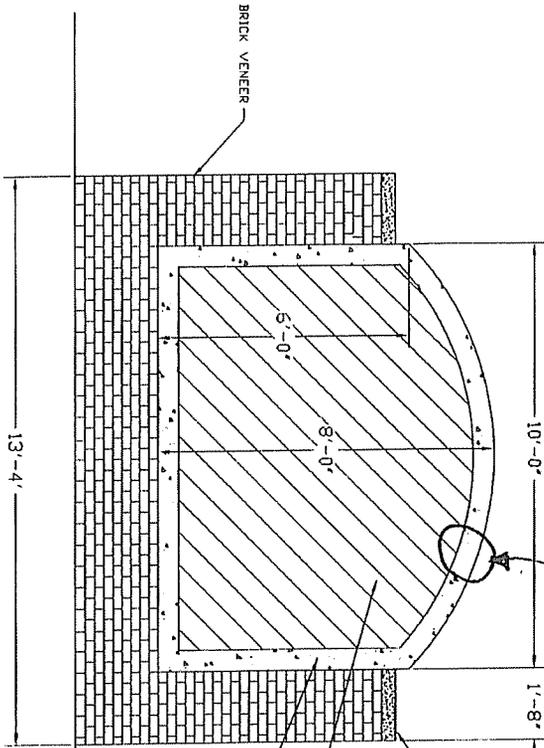
SHEET
 1 of 4



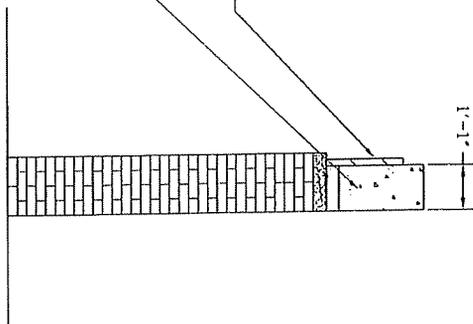
NOTE: HIGHLIGHTED DIMENSIONS ARE FINISHED DIMS.

- NOTES:
1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007.
 2. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 602.
 3. A GLASS V FINISH SHALL BE APPLIED TO THE EXPOSED POURED CONCRETE SECTION.

TOP VIEW
SCALE: 3/8" = 1'-0"



FRONT VIEW
SCALE: 3/8" = 1'-0"



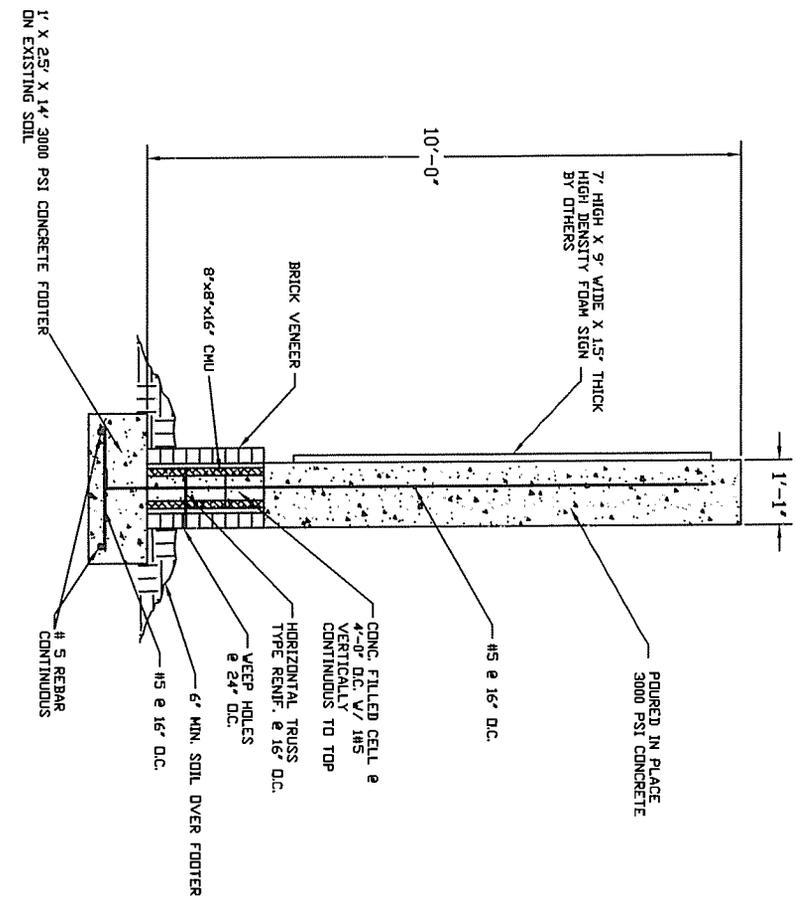
RIGHT VIEW
SCALE: 3/8" = 1'-0"

City of Brooksville
Dep't of Public Works
600 South Brooksville Avenue

WELCOME TO
BROOKSVILLE
SIGN

SCALE: AS NOTED
DRAWN BY: TJD
DATE: 1/26/11

SHEET
2 of 4



// A-A //

SCALE: 1/2" = 1'-0"

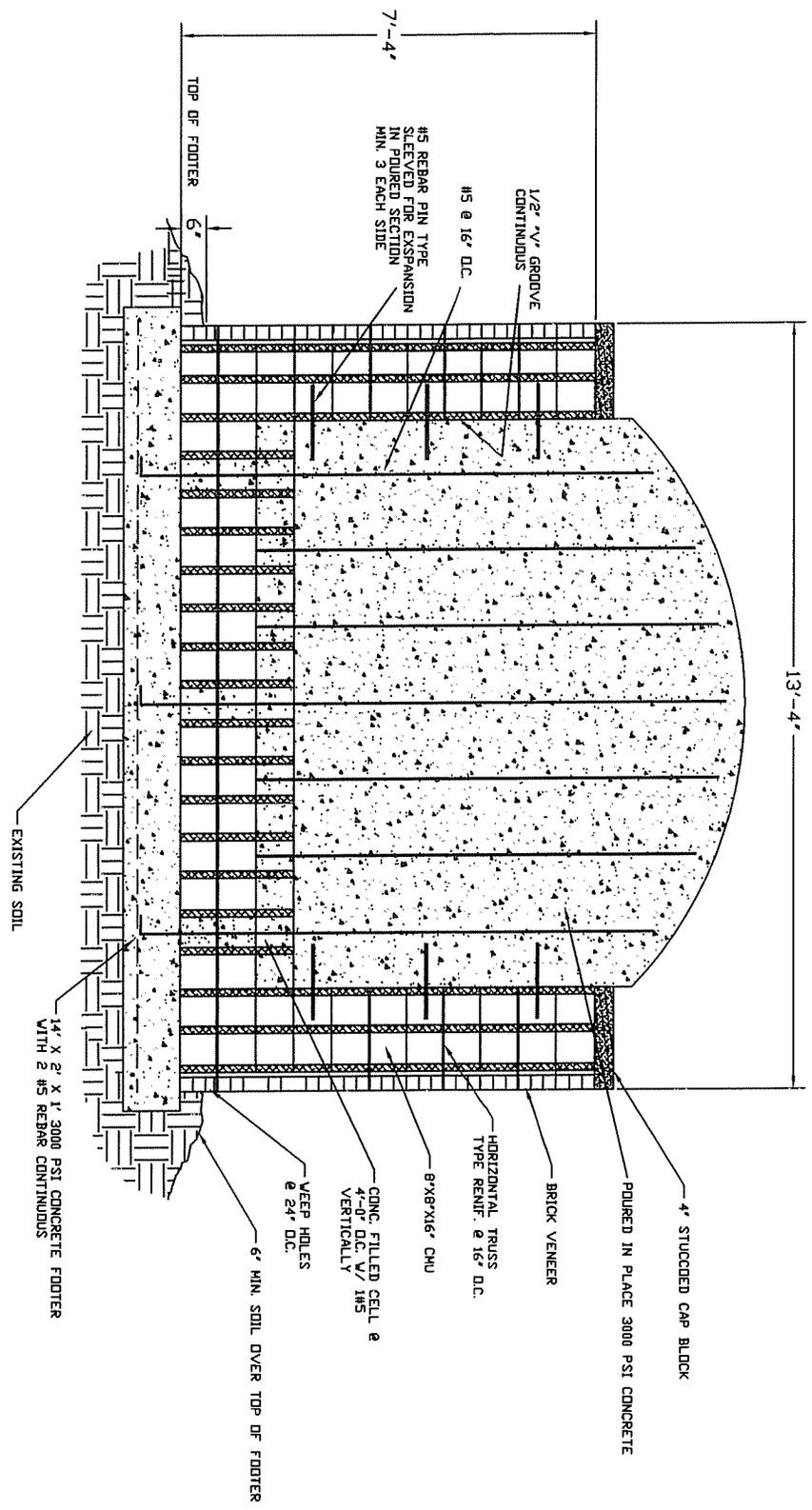
- NOTES:
1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007.
 2. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 602.
 3. A CLASS V FINISH SHALL BE APPLIED TO THE EXPOSED POURED CONCRETE SECTION.

City of Brooksville
 Dep't of Public Works
 600 South Brooksville Avenue

WELCOME TO
 BROOKSVILLE
 SIGN

SCALE: AS NOTED
 DRAWN BY: TJD
 DATE: 1/26/11

SHEET
 3 of 4



" B - B "

SCALE: 1/2" = 1'-0"

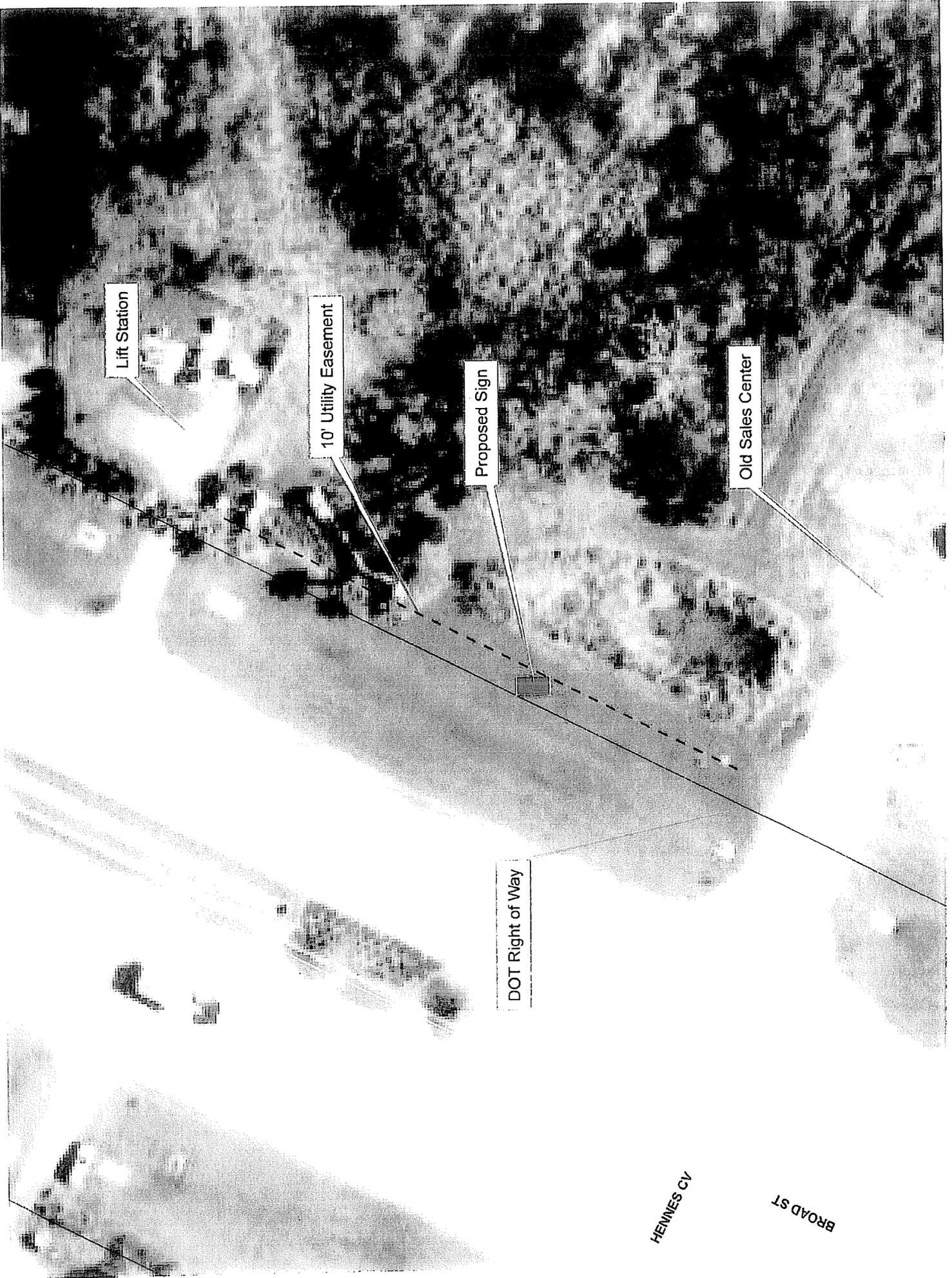
- NOTES:
1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE FDOT - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - 2007.
 2. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 602.
 3. A CLASS V FINISH SHALL BE APPLIED TO THE EXPOSED Poured CONCRETE SECTION.

City of Brooksville
 Dep't of Public Works
 600 South Brooksville Avenue

WELCOME TO
 BROOKSVILLE
 SIGN

SCALE: AS NOTED
DRAWN BY: TJD
DATE: 1/26/11

SHEET
 4 of 4



Lift Station

10' Utility Easement

Proposed Sign

Old Sales Center

DOT Right of Way

HENNES CV

BROAD ST

Attachment 4

Bid Award Agenda Item

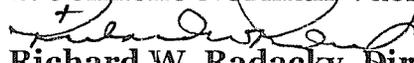
Dated 06/21/10

CITY OF BROOKSVILLE

MEMORANDUM

To: The Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager 

From: Richard W. Radacky, Director of Public Works 

Date: June 8, 2010

Re: Bid Award of City Entrance Welcome Sign- Bid No. GG2010-02

Background:

A bid opening was held at 3:00 p.m., Friday, April 23, 2010, in the City Hall Council Chambers for constructing a City Entrance Welcome Sign, Bid No. GG2010-02. As a result, five (5) bids were received, as follows:

WOLF CONTRACTING	SV III GENERAL CONTRACTORS, INC.	GROSZ CONSTRUCTION CO., INC.	DOWLING SIGNS	INTERNATIONAL SIGN CO.
BID: \$7,829.00	BID: \$7,880.00	BID: \$8,459.00	BID: \$10,121.30	BID: \$14,765.00

Staff has reviewed the bids and determined that Wolf Contracting is the most reasonable and responsive bidder. They also submitted a complete bid package. Wolf Contracting has worked for the City previously and their work has been satisfactory. Staff has also met with Wolf Contracting to review their bid to ensure they will meet project specifications.

Financial Impact: 

The bid amount for the City Entrance Welcome Sign is \$7,829. Staff recommends to utilize the Multi-Capital Accumulation Fund (308) for the City Entrance Welcome Sign. In the Fiscal Year 2010 Budget, \$530,794 was budgeted in Capital Outlay in the Multi-Capital Project Accumulation Fund for various projects that would be approved by City Council as the City's General Fund critical capital needs were assessed. A budget amendment is not necessary if Council approves the City Entrance Welcome Sign as eligible for a capital expenditure from the Multi-Capital Accumulation Fund.

Legal Impact: 

Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to F.S. Chapter 287. Only after all additional documents are received, reviewed and approved by Legal Counsel will the City sign an Agreement for Contractor Services.

APPROVED BY BROOKSVILLE

CITY COUNCIL

ON 6/21/10 INITIALS 

Staff Recommendation:

Based on the above, staff recommends that the Council approve bid award for the City Entrance Welcome Sign to Wolf Contracting for \$7,829 and authorize the Mayor to sign an Agreement for Contractor Services when all documents have been approved by the City Attorney.

Bidder/Company Name: Wolf Contracting Inc.

City of Brooksville BID/CERTIFICATION FORM
CITY ENTRANCE WELCOME SIGN
BID NO. GG2010-02

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:

Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.

Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashiers Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashiers Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashiers Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the CITY ENTRANCE WELCOME SIGN, for the Total Bid Sum of Seven thousand EIGHT HUNDRED Dollars (\$ 1829.00). (Must reflect same total as itemized below.)
Twenty nine.

Bidder/Company Name: Wolf Contracting
INC

5. Number of days from date if Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans.

(Maximum 120 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

<Remainder of Page Left Intentionally Blank>

Bidder/Company Name: Wolf Contracting INC.

Name of Bidder: Wolf Contracting INC

Business structure: Corporation, () Partnership, () Individual, () Other _____

If a Partnership:

Name(s) of Partner(s): _____

If a Corporation:

Incorporated in State of: Florida Date of Incorporation 1988

Business Address: 7060 Thistlebrook Lane

City, State, Zip: Brooksville State FL Zip 34602

Telephone Number: (352) 799-1277 Fax (352) 799-3773

Submitted By: (Print) Karl J Wolf Title: Owner

Signature: _____

ATTEST: Secretary

By: _____

Print Name Karl J Wolf

Affix Corporate Seal
(If Corporation)

State of Florida
County of Hernando

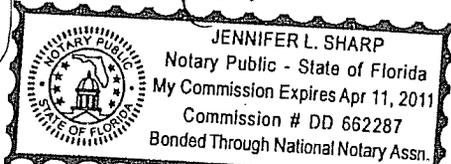
The foregoing instrument was acknowledged before me this 21 day of April, 2010, by Karl J Wolf, who is personally known to me or who presented as identification, and who (did) (did not) take an oath.

Jennifer L Sharp
[Signature of Notary Public]

Jennifer L. Sharp

[Printed, typed or stamped name of Notary Public]

DD662287
[Commission Number of Notary Public]



NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

**BID OPENING MINUTES
CITY ENTRANCE WELCOME SIGN
BID NO. GG2010-02**

April 30, 2010

3:00 p.m.

A Bid Opening was held at approximately 3:00 p.m. on Friday, April 30, 2010, in the City Hall Council Chambers for the **CITY ENTRANCE WELCOME SIGN BID NO. GG2010-02**. Janice L. Peters, City Clerk and Kim Harsin, Recording Secretary were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the Friday, April 9, 2010, edition of the Hernando Today with a closing date and time set for 3:00 p.m. on Friday, April 30, 2010.

As a result, three (3) sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form with equipment list, State of Florida Contractor's License, Bid Bond or Certified Check in the amount of 5% of bid, List of Subcontractors with Name, Address & Phone Numbers, Three (3) current references for same or similar work with contact information, Public Entity Crime Statement, Drug-Free Workplace Certification and one (1) notarized original with two (2) full copies.

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

1. **Wolf Contracting, Brooksville, FL** BASE BID \$7,829.00
Enclosed original only, with no copies; Drug Program Implemented
Did not indicate calendar day notice to proceed

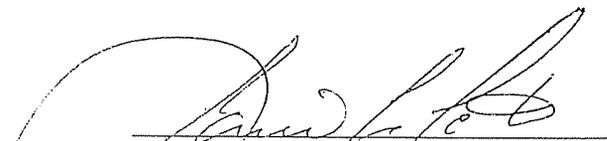
2. **Grosz Construction Co., Inc., Tampa, FL** BASE BID \$8,459.00
All required documentation included; Drug Program Implemented
30 calendar day notice to proceed

3. **International Sign Company, Largo, FL** BASE BID \$14,765.00
Did not include a bid bond; Drug Program Implemented
120 calendar day notice to proceed

4. **Dowling Signs, Gainesville, FL** BASE BID \$10,121.30
Did not fill out proper city forms; no bid bond; no references;
Drug Program Implemented.
Did not indicate calendar day notice to proceed

5. **SVIII General Contractors, Inverness, FL** BASE BID \$7,880.00
All required documentation included; Drug Program Implemented
Indicated no subcontractors needed
90 calendar day notice to proceed

City Clerk Peters informed bidders that the bid packets would be reviewed by staff and the results posted on the City's website. The bid opening meeting closed at 3:10 p.m.



Janice L. Peters, CMC, City Clerk



KATH BEDBURN KELLER



**AGENDA ITEM
MEMORANDUM**

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Janice L. Peters, CMC, City Clerk
Subject: Brooksville Housing Authority Board Appointments
Date: April 29, 2011

GENERAL SUMMARY/BACKGROUND:

Due to term expirations, there are three (3) full-time vacant positions to fill 4-year terms on the Brooksville Housing Authority Board, all of which expires May 31, 2011. The current members whose terms are expiring are Randy Woodruff, Brian Adair and Francine Ward.

Three applications (Attachment A) have been received for the positions as follows:

- Brenda Colondres New Applicant & Brooksville Housing Authority Resident
- Francine Ward Current Board Member Re-applying
- Randy Woodruff Current Board Member Re-applying

The Brooksville Housing Authority Board is appointed by the Mayor of the City of Brooksville with approval of City Council, as set forth in Fla. Stat. 421.05.

HP **BUDGET IMPACT:**
None.

JL **LEGAL REVIEW:**
Council has the authority pursuant to per Sec. 2-261 of the City's Code of Ordinances to appoint any advisory board composed of persons who shall be deemed qualified to act in an advisory capacity. Official Policy 4-2008, adopted by the City Council, sets forth the procedure for creation, appointments, reappointments, replacements, and removal from office for advisory board members.

STAFF RECOMMENDATION:
Staff recommends appointment of members to the position vacancies.

ATTACHMENTS: Applications



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Facsimile: (352) 544-5424
Web: www.cityofbrooksville.us



New Application



Re-application

- Beautification Board (4 year terms – 7 members)
- Brooksville Housing Authority (4 year terms – 7 members)
- CDBG Citizen's Advisory Task Force (4 year terms – 5 members & 1 alternate)
- Cemetery Advisory Committee (4 year terms – 7 members – city residency or documented tie to Cemetery)
- EZDA Advisory Board (4 year terms – 11 members)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Good Neighbor Trail (Non-Expiring Terms – 10 members)
- Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Other _____

Name: Colondres, Brenda Yvette

(Last)

(First)

(Middle)

Address: 843 Continental Dr.

Brooksville FL 34601

Mailing Address (if different): _____

Business Address: 13815 N. Salvation Army Ln.
Tampa, FL 33613

Occupation: Customer service

Business Phone: ³⁵² 666-9009 Home Phone: 352-345-7662

Email address: colondres_brenda@yahoo.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 113007601

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

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

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

Why would you like to serve on this board? I have always been interested in volunteering for the city of Brooksville. Now is my opportunity to finally give back to my community.

What special skills would you bring to this position? I am Bilingual, Responsible, Respectful, Creative, Enthusiastic, Energetic, fast learner and Great with people. I am also punctual, committing and devoting person when it come to work relations.

List fields of work experience: I went to school for my Associate Science in Business Administration for a year. I'd would like to say that my Job (Salvation Army) and my family are my Experience.

List any licenses and/or degrees (location & year): None

Local References (Please list three (3)):

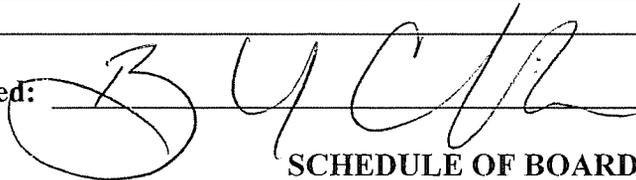
1. Mr. Tommy Brooks 352-796-6547
2. _____
3. _____

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

Yes No

If yes, please explain: _____

Signed: _____



Date: 4.29.11

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD	2 nd TUES of each MONTH - 5:30 PM in Council Chambers
BROOKSVILLE HOUSING AUTHORITY	3 rd TUES of each MONTH - 6:00 PM in Council Chambers
PLANNING & ZONING COMMISSION	2 nd WED of each MONTH - 6:30 PM in Council Chambers



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Facsimile: (352) 544-5424
Web: www.cityofbrooksville.us

New Application



Re-application

- Beautification Board (4 year terms – 7 members)
- Brooksville Housing Authority (4 year terms – 7 members)
- CDBG Citizen's Advisory Task Force (4 year terms – 5 members & 1 alternate)
- Cemetery Advisory Committee (4 year terms – 7 members – city residency or documented tie to Cemetery)
- EZDA Advisory Board (4 year terms – 11 members)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Good Neighbor Trail (Non-Expiring Terms – 10 members)
- Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Other _____

Name: WARD, FRANCINE S
(Last) (First) (Middle)

Address: 508 UNDERWOOD AVE
BROOKSVILLE 34601

Mailing Address (if different): N/A

Business Address: N/A

Occupation: Retired - Social Services Administrator

Business Phone: _____ Home Phone: 352-754-1087

Email address: fward24@taupabay,rr.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 104464183

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

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

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

Why would you like to serve on this board? I would like to continue on this board to support future changes that are being planned.

What special skills would you bring to this position? I have 30 years experience in the administration of services to low-income, elderly and other vulnerable populations. I have worked with a variety of non-profit boards. Worked in Hernando Co. 1988-2009

List fields of work experience: Direct administration, State & Federal contracts, grant writing, budget development, fund raising, Community Based organizing

List any licenses and/or degrees (location & year): B.S. 1970; M.S. 1971
Masters Adult & Continuing Education 1972; Work toward doctorate in education

Local References (Please list three (3)):

- Kathy Ames, United Way Executive Director, 688-2026
- Abby Ewert, Director Catholic Charities, 486-9897 ext 25
- George Popovich, Mid Fl Community Services, Senior Services Director
796-1426

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

Yes No

If yes, please explain:

Signed: Francine S. Ward

Date: April 19, 2011

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD	2 nd TUES of each MONTH - 5:30 PM in Council Chambers
BROOKSVILLE HOUSING AUTHORITY	3 rd TUES of each MONTH - 6:00 PM in Council Chambers
PLANNING & ZONING COMMISSION	2 nd WED of each MONTH - 6:30 PM in Council Chambers



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Facsimile: (352) 544-5424
Web: www.cityofbrooksville.us

New Application Re-application

- Beautification Board (4 year terms – 7 members)
- Brooksville Housing Authority (4 year terms – 7 members)
- CDBG Citizen's Advisory Task Force (4 year terms – 5 members & 1 alternate)
- Cemetery Advisory Committee (4 year terms – 7 members – city residency or documented tie to Cemetery)
- EZDA Advisory Board (4 year terms – 11 members)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Good Neighbor Trail (Non-Expiring Terms – 10 members)
- Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Other _____

Name: WOODRUFF, RANDY
(Last) (First) (Middle)

Address: _____

801 S. BROAD STREET BROOKSVILLE, FL 34601

Mailing Address (if different): _____

Business Address: _____

Occupation: CERTIFIED PUBLIC ACCOUNTANT

Business Phone: 796-3224 Home Phone: _____

Email address: RANDY.WOODRUFF@SUNCOASTCPAGROUP.COM

Do you reside within the City limits? Yes No

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

Please rank your board preference(s):
1. BROOKSVILLE HOUSING AUTHORITY BOARD
2. _____
3. _____

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

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

Why would you like to serve on this board? to give back to the community by using my talents and education

What special skills would you bring to this position? C.P.A. would like to help in finances, budgeting, and management advisory capacity

List fields of work experience: C.P.A.

List any licenses and/or degrees (location & year): C.P.A. FL. 1998
Certified Fraud Examiner 2008

Local References (Please list three (3)):

- Tom Hogan
- Dennis Wilfong
- Steve Emerson

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

Yes No

If yes, please explain: _____

Signed: Dandy Woodruff Date: 4.13.11

SCHEDULE OF BOARD MEETINGS

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

BEAUTIFICATION BOARD	2 nd TUES of each MONTH - 5:30 PM in Council Chambers
BROOKSVILLE HOUSING AUTHORITY	3 rd TUES of each MONTH - 6:00 PM in Council Chambers
PLANNING & ZONING COMMISSION	2 nd WED of each MONTH - 6:30 PM in Council Chambers



AGENDA ITEM NO. F-3
5/16/11

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR

SUBJECT: CEMETERY RULE AND FEE CHANGES-RESOLUTION NO. 2011-01

DATE: April 29, 2011

GENERAL SUMMARY/BACKGROUND: At the May 2, 2011 City Council meeting, Council approved the first reading of Ordinance No. 819, which allows for provisions to implement the Green Burial Concept at the Brooksville Cemetery. A Resolution is necessary to supersede Resolution No. 92-13 and to adopt the proposed rule and regulation changes along with setting the fees at the Brooksville Cemetery.

The proposed Resolution No. 2011-01 is attached as "Attachment 1" and the proposed Cemetery Rules and Regulations are attached as "Attachment 2" with the proposed modifications to allow green burials in the Brooksville Cemetery. The proposed rules and regulations include some of the following changes:

- Gives definition to a green burial,
- Allows for plants to be planted on graves, and
- Provides the burial configuration of the number of interments in a plot.

The Olive Street Cemetery, which has recently been acquired by the city, will be governed by the proposed Cemetery Rules and Regulations along with the provisions that have been provided in Resolution No. 2010-21 when the cemetery was acquired.

The proposed green burial lot prices and service fees for both the green section and traditional burials have been added to the cemetery fee schedule and provided as "Attachment 3".

BUDGET IMPACT: The green burial plots have a higher sales price than the conventional plots in the cemetery, while utilizing the same size plots. This will have positive impact on the cemetery revenues, which will allow for additional revenue to the General Fund.

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 adoption of the proposed Resolution No. 2011-01 for adopting the Cemetery Rules and Regulation and setting the proposed fees for the Brooksville Cemetery.

- ATTACHMENTS:**
1. Proposed Resolution No. 2011-01
"Schedule A" Proposed Cemetery Rules and Regulations
 2. Cemetery Fee Schedule

Attachment 1

Resolution No. 2011-01

Schedule A

RESOLUTION NO. 2011-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE IDENTIFYING NEW CEMETERY RULES AND REGULATIONS INCORPORATING GREEN BURIALS, REPEALING AND RESTATING SCHEDULE A TO PREVIOUS RESOLUTION PROVIDING FOR REVISED PRICE LIST FOR CEMETERY LOTS AND OTHER COMMODITIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 2, 2006 Brooksville City Council adopted Ordinance No. 723 enacting a new Code of Ordinance, which effectuated revision of certain prior Chapter, Section and Article number references; and,

WHEREAS, Cemetery legislation previously located in Article II of Chapter 13 was segregated into a separate Chapter identified as Chapter 18, thereby amending certain section reference numbers; and,

WHEREAS, on March 5, 2007 Brooksville City Council adopted Resolution No. 2007-11, which repealed and replaced "Schedule A" from a prior resolution providing a "Revised Price List" of the various lots or plots and other commodities as maintained in the office of the Sexton of the Brooksville Cemetery as currently provided for in Chapter 18 of the Brooksville Code of Ordinances, Article II, "Cemeteries," Section 18.35; and,

WHEREAS, Resolution No. 2007-11 did not include a list of prices for the newly created Green Burials and associated service fees; and,

WHEREAS, it is the intent of this Resolution to repeal Schedule A of Resolution No. 2007-11 in its entirety and restate it as contained herein.

WHEREAS, it is the intent of this Resolution to add Rules and Regulations of the Brooksville Cemetery to Schedule A.

NOW, THEREFORE, be it resolved by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. BROOKSVILLE CEMETERY PRICE LIST. The various prices, fees and charges for various lots, plots, niches and other commodities are set forth in the attached **Schedule A**, a copy of which is attached hereto and incorporated herein as if set forth *in haec verba*, and shall be maintained in the office of the cemetery sexton.

SECTION 2. RULES AND REGULATIONS. The Rules and Regulations of the Brooksville Cemetery are attached hereto as Schedule B and incorporated herein as if set forth *in haec verba*. Following adoption of this resolution, pursuant to Section 18-39, said rules and regulations may be modified or amended by administrative directive as required to meet operational demands.

SECTION 3. REPLACEMENT, CONFLICT & REPEAL. This resolution hereby replaces Schedule A - Brooksville Cemetery Price List of Resolution No. 2007-11 in its entirety. Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

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

SECTION 5. EFFECTIVE DATE. This resolution shall be effective as of 12:01 a.m. on June 6, 2011 and shall not be retroactive.

This resolution approved and adopted in regular meeting of the City Council in City Council Chambers, Brooksville, Hernando County, Florida, this 6th day of May, 2011.

CITY OF BROOKSVILLE

BY: _____
Frankie Burnett, Mayor

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

VOTE OF COUNCIL

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

Bernardini ___
Bradburn ___
Burnett ___
Johnston ___
Pierce ___



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



SCHEDULE A
RESOLUTION NO. 2004-14/2005-30/2006-03/2007-06/2011-01
BROOKSVILLE CEMETERY PRICE LIST
 *Effective as of 12:01 a.m. on June 6, 2011

LOT PRICES

Blocks A & B -	\$ 400.00 (SOLD OUT)*
Block C -	\$ 500.00 (SOLD OUT)*
Block D -	\$ 350.00 (SOLD OUT)*
Block E -**	
Lots 1 thru 164 (Park), Double Lots	\$ 1,800.00 (SOLD OUT)*
Lots 165 thru 797, Double Lots	\$ 1,200.00
Block K -	
Lots 1 thru 208	\$ 550.00 per Space
Lots 209 thru 416	\$ 650.00 per Space
Block L -	
Single Spaces	\$ 350.00 (SOLD OUT)*
Babyland (up to 2 years old)	No Charge
Block M -	
Old Section Tiers 1- 13	\$ 1,000.00 (SOLD OUT)*
Old Section Tier 14	\$ 1,200.00
Tier 8 in-ground special cremation section	\$ 800.00 per Double Space
Block N to W	(Reserved)
Blocks X, Y & Z***	
Special Use (Not available pre-need)	\$ 250.00 per Space
Special Use Cremation (Not available pre-need)	\$ 100.00 per Space
Columbarium/Bench Prices and Services	
Niche Spaces	\$ 1,150.00 per Space
Open/Close Fee	\$ 250.00
Engraving Charge	Double Actual Cost
<u>Green Meadows lots; (69 lots in "G" block)</u>	<u>\$ 2,800.00 per lot</u>
<u>Green Meadow memorial wall plaque and engraving (up to 36 characters)</u>	<u>\$ 450.00</u>

SERVICE FEES

<u>Flag fee (all burial spaces purchased prior to 02/13/2006 are subject)</u>	<u>\$ 25.00</u>
<u>Cremation digging fee (during hours of operation)</u>	<u>\$ 125.00</u>
<u>After hour or holiday fee</u>	<u>\$ 250.00</u>
<u>Cremation scattering fee</u>	<u>\$ 50.00</u>
<u>Additional use fee</u>	<u>\$ 375.00</u>

Transfer Fee: (Quitclaim Deed): \$50.00

Monuments, cremation vaults, engraving, and vase Double Actual Cost

* The City transferred all lots in this Section to individual owners, however occasionally some are available for purchase. Contact office for information.

~~** Sold in pairs, however some single lots available at \$900.00 and \$600.00 respectively.~~

~~*** Not platted: no deed issued, see Sexton for specific information.~~

~~**** Failure to obtain permits prior to installment will constitute a double fee charge.~~

Attachment 2

Rules & Regulations

**RULES AND REGULATIONS
of the
BROOKSVILLE CEMETERY**

CITATIONS

The following rules and regulations applicable to the operation and management of the Brooksville Cemetery are hereby enacted pursuant to the provision of Chapter 18 "Cemeteries" of the Codes of the City of Brooksville and Resolution No. 2011-01, adopted by the City Council in regular session on May 16, 2011.

These rules and regulations as herein enumerated are intended to supplement the provisions of Chapter 18 of the Codes of the City of Brooksville, and should there now or ever be any conflict with any provisions contained therein, then the codes of the City of Brooksville shall prevail.

DEFINITIONS

The term "*Cemetery*" means the Brooksville Cemetery, owned and operated by the City of Brooksville.

The term "*burial*" or "interment" means the permanent disposition of the remains of a deceased person by earth burial or mausoleum/crypt entombment.

The term "*burial space*" or "*grave*" is used interchangeably and means a single space within a platted lot designed for the interment of one body.

The term "coping" shall mean a stone barrier or curbing used to enclose a plot.

The term "*lot*" means a platted lot within the cemetery and may consist of more than one burial space.

The term "*lot owner*" means any person, or the heirs, personal representatives or successors of such owners, who has purchased the right to use a lot or grave space for burial purposes only,

The term "*memorial*" is used to designate a monument, marker, tablet, headstone or footstone for a family or individual.

The term "*headstone*" means a memorial placed at the head of a grave site.

The term "*footstone*" means a memorial placed at the foot of a grave site.

The term "*green burial*" means a person can only be buried in a biodegradable container or shroud.

LOT DECORATIONS AND IMPROVEMENTS

1. Artificial, natural or fresh cut flowers will be permitted at any time. The pots, baskets or vases containing such plants must be placed in close proximity to the front or side of the headstone so they do not interfere with the mowers. Flowers will be removed when they become withered, faded or otherwise unsightly.

2. Flower beds of spring bulbs or summer annuals planted immediately to the front of or between headstones are permitted with the permission of the City. Plantings must be cared for by the lot owner. Should a flower bed become unkept or interfere with the care of burial lots, the City reserves the right to trim or cut such plantings.

3. Except in the green burial areas, trees, bushes, shrubs, etc., cannot be planted on graves. If any existing tree, bush or shrub situated in any lot shall become detrimental to the adjacent lots or walkways, the City will be forced to remove or trim said trees or shrubs.

4. In order to maintain the attractiveness of the cemetery and to prevent unsightly clutter, grave decorations must consist only of approved materials such as flower baskets, unbreakable flower pots or vases, wreaths and in-ground plantings where allowed. Toys, shells, crushed rock, decorative stones, and similar articles cannot be placed on lots.

5. Fencing, hedging, trellises, and other borders or enclosures cannot be installed around lots so that unobstructed maintenance can be performed. Coping will be allowed in certain areas of the older sections of the cemetery but must be mounted flush with the soil surface.

6. No lot in the cemetery may be raised above the established grade without prior permission of the Cemetery Sexton.

7. Any decorations placed on a lot which do not conform to the cemetery's policies will be removed in order to maintain the necessary standards of appearance set forth in this regulation.

8. The Cemetery cannot be held responsible for loss or damage from causes beyond its reasonable control and, especially, due to thieves, vandals, explosions, unavoidable accidents or acts of God.

INTERMENT PROCEDURES

1. Interments, entombments and inurments will be made only after obtaining approval of the City. The person arranging for burial must have the right to use of such lot.

2. An interment is not permitted on any burial space until such time as the space or plot has been paid in full or satisfactory documentation of payment in full has been made subject to approval by the City.

3. Only one (1) interment or two (2) cremated remains shall be placed in a single grave. The City, in its sole and absolute discretion and at its option, may permit the secondary interment of the cremated remains of a spouse or immediate family relative in an adult lot, used or to be used for a regular burial, on the following conditions:

A) Any memorialization for the grave must be by way of a single memorial in the size approved for the section;

B) The appropriate charges for the secondary burial must be paid at the time of such burial.

4. In the green burial sections of the Cemetery only, the configuration of burials may be as follows:

A) Two full bodies, or two biodegradable cremation urns, (one centered in right half, one centered on the left half of the lot); or,

B) One full body and one biodegradable cremation urn on each half of the lot. (Cremation at foot location). And one biodegradable cremation urn at the head, middle, and foot locations on the east / west axis line in the center of the 10' lot; or,

C) One full body in the center of the 10'X10' lot, and up to seven biodegradable cremation urns interred in any combination as follows; one at the foot of the full body and three on either side of the full body, at head, middle, and foot positions; or,

D) Up to nine biodegradable cremation urns. (One at head, middle, and foot of each half lot, and one biodegradable cremation urn at head, middle, and foot locations on the east / west axis line in the center of the 10'lot).

5. In the green burial sections of the Cemetery, cremated remains must be placed in a biodegradable container. In all other areas of the Cemetery, cremated remains must be placed in a permanent container of non-biodegradable material to allow for future probing.

6 The City is not responsible for any order authorizing interment when such authorization is given by telephone. The City is not responsible for any mistake occurring because of inaccurate instructions.

7. The burial-transit permit required in all cases by the State Department of Health must accompany the remains to the cemetery. The City is not liable for the burial permit, the accuracy of the date contained in said permit, or for the identity of the person to be interred or entombed.

8. Flower arrangements may remain on the grave until they become withered, faded or otherwise unsightly.

9. A temporary grave marker is used to mark the grave following interment but may not remain on the lot for longer than one year from date of burial.

10. No disinterment or removal shall be allowed except with the express written permission of the City.

11. The vault company and/or contractor (grave digger) must remove all dirt from adjacent grave markers, monuments, etc., as he completes closing of grave sites. Surplus dirt will be hauled to a spoil site as designated by the cemetery and the graves left in as good a condition as found by these parties.

12. Contractors and workmen engaged within the cemetery on any class of work whatsoever will be held responsible for damage done by them to any cemetery property.

MEMORIALS

1. Grave spaces must be paid in full before installation of a memorial or marker.

2. Persons installing memorials must obtain permission from the City and pay the necessary fees to the City prior to installation. The location and position in which a memorial is to be placed on a lot shall be entirely as directed by the City in its sole and absolute discretion.

3. With the exception of funeral home temporary markers, memorials of cement, artificial stone, wood, tin or iron are prohibited. Only bronze, marble or granite memorials shall be allowed.

4. Footstones, slabs and corner posts must be set flush with the soil surface and not extend above the level of the ground so as to enable mowers with a half-inch cut to clear such.

GENERAL POLICIES

1. It is the responsibility of the lot owner to notify the City of any change in his or her address. Notice sent to a lot owner at the last address on file with the City office will be considered sufficient and proper legal notification.

2. The sale or transfer of a lot to another individual will not be recognized unless such transfer is first recorded by the City. This procedure is required in order that the City may have a complete and accurate record of all owners. If the lot owner desires, the City will refund the original purchase price of the lot, less the current transfer fee, providing that no interments have taken place on said lot.

3. Lots may be purchased in advance of need with a small down payment and a maximum of 24 months to pay the balance, as per an executed written purchase agreement setting forth the terms of purchase and the rights of the parties.

4. For the convenience of lot owners, and the general public, the cemetery gates will be open from sunrise to sunset 7 days a week. Cemetery personnel may not be on duty on weekends even though the cemetery is open to visitors. If information or assistance is needed,

the cemetery office should be contacted during the hours of 8:00 a.m to 4:00 p.m. Monday through Friday, excluding holidays.

5. All work of any description should cease while a funeral or interment is being conducted nearby. Trucks and workmen must withdraw to a reasonable distance from the location of the funeral service.

6. A speed limit of 10 miles per hour within the grounds of the cemetery must be observed to insure the safety of visitors and workmen. Every person driving a vehicle within the cemetery will be held responsible for any damage caused by such vehicle.

7. All employees of any outside firm working in any capacity within the cemetery, whether as stone cutters or erecting memorials, making plantings, etc., will be subject to the direction and supervision of the City insofar as it may be necessary to cause them to comply with the rules and regulations of the Brooksville Cemetery.

9. With the exception of service animals, no pets of any kind are allowed on the cemetery grounds.

10. The City reserves the perpetual right of ingress and egress over all lots when necessary.

11. The lot owner's Certificate of Ownership (Deed for Interment Rights) and the rules and regulations now in effect, or which may hereafter be adopted, shall be the sole agreement by and between the City and the owner of any burial right or plot. The reference to these rules and regulations in the Certificate of Ownership to a lot or burial space shall have the same force and effect as if these rules and regulations were set forth therein.

The foregoing rules and regulations are hereby approved and adopted by administrative directive, as per Section 18-39 of the Brooksville Code, as the rules and regulation for the BROOKSVILLE CEMETERY.



We mean businessSM

MEMORANDUM

TO: CITY COUNCIL

FROM: JENNIFER REY *JR*
THE HOGAN LAW FIRM
AS CITY ATTORNEY

SUBJECT: CHANGES TO SPECIAL REVOCABLE LICENSE

DATE: MAY 12, 2011

The City Council was provided a proposed special revocable licensee agreement between the City and Lowman Properties, LLC for consideration at the regular public meeting to be held on May 16, 2011. Following publication of the agenda materials for that meeting, additional discussions with representatives of Lowman Properties, LLC occurred; and after conferring with staff regarding the issues, there are changes to the terms contained in two paragraphs of the proposed special revocable license agreement. The changes are as follows:

3. Licensee will pay a non-refundable processing fee of \$250.00 to the City. Commencing upon the date of this Agreement, and until it is terminated, Licensee shall be required to pay an annual administrative fee of \$25.00 to the City. The amount of this annual administrative fee may only be amended by written agreement of the parties. This fee shall be due and payable each year within 30 days of the anniversary of the approval date of this Agreement.

10. Without the previous written consent of the City Council, Licensee shall not be permitted to assign the Agreement or any estate or interest therein, or sublet or permit the occupancy of the subject property, or any part thereof by anyone other than the Licensee; except that the Licensee is permitted to sublet or permit the occupancy of a portion of the subject property without such written consent provided that use by any occupant is limited to a law practice or related professional legal services. Any consent by the City to any act of assignment, or any subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of Licensee, or their legal representatives or assigns, to obtain from the City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by Licensee not to assign or sublet without such consent. In any event, no such assignment, subletting or occupancy shall relieve Licensee of their obligations hereunder.



AGENDA ITEM NO. F-4
5/16/11

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SPECIAL REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND LOWMAN PROPERTIES, LLC, FOR PROPERTY LOCATED AT 31 S. MAIN STREET

DATE: MAY 4, 2011

GENERAL SUMMARY/BACKGROUND:

Lowman Properties, LLC, have requested a Special Revocable License Agreement to allow them to install a balcony supported by three columns which will be located within the rights-of-way (sidewalk area) in front of their building located at 31 S. Main Street.

Lowman Properties, LLC, have submitted plans to do a major renovation of the building at 31 S. Main Street. The plans submitted are consistent with the City's Architectural Guidelines and include exterior renovations involving painting, windows, trim, molding, doors, awning(s) and a balcony. The balcony improvement will have three columns that will have a base within the sidewalk area of the rights-of-way, which is why this revocable agreement is required. The proposed balcony is approximately 9' above-grade at its lowest point, is 30' long and extends 7' from the exterior wall of the building. The columns, balcony and wrought-iron railing provide a "French Quarter" architectural flavor to the balance of the design improvements being contemplated.

The proposed Special Revocable License Agreement provides for the specified balcony improvement to be placed within the Main Street rights-of-way consistent with the plans contained within Exhibit "A" of the Agreement. Additionally, the Agreement provides for the Licensee to obtain permits, pay processing fees, provide maintenance for the installed improvements and the area adjacent thereto, indemnify and hold harmless the City from liability associated with the improvements, maintain specified levels of liability insurance coverage and adhere to applicable laws and standards. The Licensee has reviewed and approved the proposed document.

The proposed Agreement protects and preserves the City's responsibilities related to public rights-of-way.

BUDGET IMPACT:

The Licensee is required to pay a non-refundable processing fee of \$250 and a \$25 annual administrative fee to ensure that the Licensee remains compliant with the Agreement. Other than the administrative oversight to monitor "Agreement" compliance, no additional budget impact is anticipated.



LEGAL NOTE:

The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. Sub-section 74-1(b) of the City of Brooksville Code of Ordinances allows the utilization and encroachment of private uses/structures on city rights-of-way with the City Council's approval of such use/structure subject to and in accordance with the terms and conditions of a revocable license agreement.

STAFF RECOMMENDATION:

Approve the Special Revocable License Agreement with Lowman Properties, LLC, allowing for the encroachment of the balcony into the rights-of-way consistent with the plans attached as Exhibit "A" thereto.

ATTACHMENT(S): Proposed Special Revocable License Agreement

SPECIAL REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____ 2011, by and between the CITY OF BROOKSVILLE, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and LOWMAN PROPERTIES, LLC , located at 31 S. Main Street, Brooksville, FL 34601, hereinafter referred to as "Licensee"; and

WHEREAS, Licensee has requested to utilize and/or encroach on, over, or under a portion of the right-of-way adjacent to the property from which the business operates; and

WHEREAS, ARTICLE I., Sub-Section 74-1(b) of the City of Brooksville Code of Ordinances allows for utilization and encroachment of private uses/structures on City rights-of-way with the City Council's approval of such use/structure subject to and in accordance with terms and conditions of a revocable license; and

WHEREAS, the City Council approved this special revocable license agreement on the ___ day of _____, 2011.

NOW THEREFORE AND IN CONSIDERATION of the mutual benefits, terms, obligations, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree as follows:

1. City grants to Licensee a revocable license to use a portion of real property in the City right-of-way adjacent to property located at 31 S. Main Street (hereinafter called "subject property"), for the purpose of erecting an attached ground supported overhead fixed balcony on the front of the building facing Main Street, and a handicap ramp and railing on the front of the building facing Liberty Street. Licensee shall provide a drawing, to scale, showing the layout and dimensions of the existing sidewalk and adjacent private property, and the proposed locations of the referenced structures. This drawing shall be attached hereto as EXHIBIT "A" and made a part of this agreement. This License shall be specifically limited to the area(s) shown on EXHIBIT "A."

2. Licensee must obtain a building permit prior to any construction of any improvements in the right-of-way. During the construction of this project, Licensee must coordinate with and obtain the approval of the City's Director of Public Works on hazard prevention techniques to be employed to ensure the safety of pedestrian and motor vehicle traffic in the vicinity. Licensee shall not permit any obstruction of the view of motorists on adjacent streets nor shall the finished improvements impede the use of the sidewalk area by pedestrian traffic.

3. Licensee will pay a non-refundable processing fee of \$250.00 to the City. Commencing upon the date of this Agreement and until it is terminated, Licensee shall be required to pay an annual administrative fee of \$25.00 to the City. This fee shall be due and payable each year within 30 days of the anniversary of the approval date of this Agreement.

4. The area covered in this agreement and the sidewalk and roadway immediately adjacent to it shall be maintained in a neat, clean and orderly appearance at all times by the Licensee. Licensee shall maintain the subject property in good order and repair. Unless otherwise provided elsewhere in

this Agreement, Licensee shall, at his/her own expense, restore the subject property to its original condition, reasonable wear and tear excepted, upon the termination of the license granted hereby.

5. Licensee shall indemnify and hold harmless the City from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, expenses (including attorney's fees), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the use of subject property by Licensee, their successors, assigns, officers, employees, servants, agents, contractors, or invitees of whatsoever description, or resulting from any breach, default, nonperformance, or violation of any of Licensee's obligations under this Agreement. Licensee shall at their own expense defend any and all actions, suits, or proceedings which may be brought against the City or in which the City may be impleaded with others in any such action or proceeding arising out of the use or occupancy of the subject property. The provision of this paragraph shall survive the termination of this Agreement for a period of four (4) years following the effective date of termination.

6. It is understood and agreed that Licensee accepts the subject property and the ground under it in its present condition, and no representation as to any portion, part or section of said property is hereby made by the City; nor does the City warrant or represent that the property is safe or suitable for the purpose for which it is permitted to be used by Licensee.

7. Until the termination of this license is acknowledged in writing by the City, Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the subject property acceptable to the City. Such coverage shall be at least \$1,000,000.00 combined single limits of liability per occurrence for bodily injury including death and property damage. Prior to undertaking any activity upon the subject property, Licensee shall provide the City with a certificate of insurance, satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Brooksville shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Brooksville shall be named on each Certificate as an Additional Insured and this License Agreement shall be listed on the certificate. Certificates shall be on an ACORD 25 "Certificate of Insurance" form, or equal, as determined by the City. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not replaced within ten calendar days of the expiration of the Certificate of Insurance, in a manner acceptable to the City, this agreement becomes null and void and all privileges of use of the right of way are immediately revoked by the City. The Certificate Holder shall be listed as: City of Brooksville, Florida. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the City to terminate this Agreement and to retake exclusive possession of the subject property immediately upon giving notice of its intention to do so to Licensee.

8. The initial term of this Agreement is for ten (10) years. Thereafter, the Agreement will automatically be renewed for five (5) year terms. This license shall be for the sole use and benefit of Licensee. This Agreement, and the license granted hereby, may be terminated by Licensee by giving a

minimum of sixty (60) days prior written notice to the City. This Agreement, and the license granted hereby, may be terminated by the City by giving a minimum of sixty (60) days prior written notice to Licensee for failure to comply with the terms and conditions of this Agreement or for action necessary to protect the public health and safety. In the event that Licensee receives notice from the City of Termination of this License Agreement, the City shall not be liable for any claim from Licensee, their legal representatives, successors, or assigns arising out of the termination. In the event of termination of this License Agreement, Licensee will relinquish its interest in subject property, thus being relieved of Licensee's obligations under this Agreement after the subject property is restored to original condition, reasonable wear and tear exempted. When the City has acknowledged in writing its satisfaction therewith, this Agreement shall be terminated, and the City and Licensee shall have no further obligation arising hereunder. Provided, however, Licensee shall in no event be excused from its obligations pursuant to paragraph 5 and 7 with respect to acts or occurrences prior to the termination of this Agreement.

9. The approval of this special revocable license agreement is conditional at all times. This agreement may be revoked or suspended by the City upon findings that include but are not limited to the following: Licensee does not maintain insurance in the amounts as provided herein; Licensee's actual uses within the designated area are different from those uses described or depicted on Licensee's site plan and application; Licensee has failed to correct violations of this agreement or conditions of the license within 24 hours of receipt of Notice by the City of such violations delivered verbally or in writing to Licensee; Licensee has failed to abide by the stipulations set forth in this agreement or the Code of the City of Brooksville; or the Brooksville City Council determines that the sidewalk right-of-way, unobstructed, is necessary for public use.

10. Without the previous written consent of the City Council, Licensee shall not be permitted to assign the Agreement or any estate or interest therein, or sublet or permit the occupancy of the subject property, or any part thereof by anyone other than the Licensee; except that the Licensee is permitted to sublet or permit the occupancy of a portion of the subject property without such written consent provided that use by any occupant is limited to a law practice or related professional legal services. Any consent by the City to any act of assignment, or any subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of Licensee, or their legal representatives or assigns, to obtain from the City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by Licensee not to assign or sublet without such consent. In any event, no such assignment, subletting or occupancy shall relieve Licensee of their obligations hereunder.

11. All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply and be considered in the approval, acceptance and ongoing responsibilities of this Agreement, which shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the use approval or subsequent performance shall lie solely and exclusively in the Circuit Court of Hernando County, Florida.

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the City and Licensee on the day and year first written herein.

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest _____
JANICE PETERS, CMC
CITY CLERK

By _____
FRANKIE BURNETT
MAYOR

Licensee

Witness _____

By _____

Approved as to Form and Legal
Content for the Reliance of the
City of Brooksville Only.

City Attorney

EXHIBIT "A"

JAMES HAL LENOX
 AR-0011916
 25079 FADETT DRIVE
 BROOKSVILLE, FL 34601
 352 562-8431

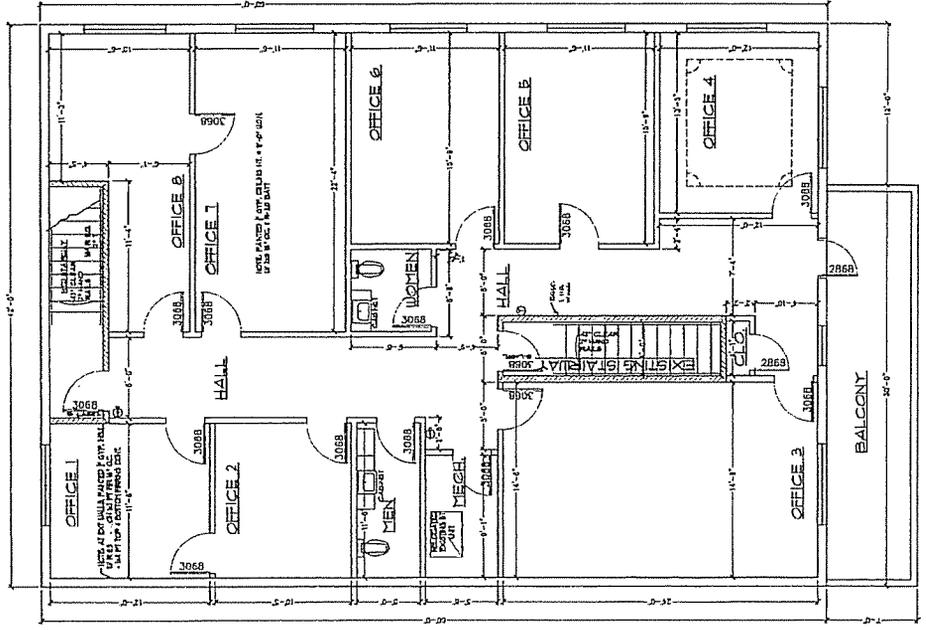
DATE	REVISIONS / NOTES

NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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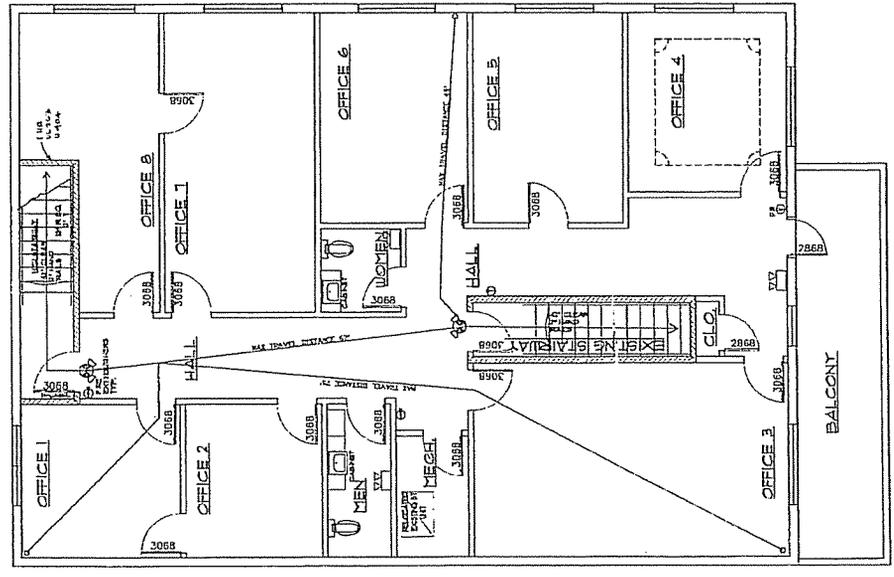
PROJECT: LOWMAN BUILDING COMMERCIAL RENOVATION
 31 S. MAIN STREET
 BROOKSVILLE, FL 34601
DRAWING: 2nd FLOOR, CEILING & LIFE SAFETY PLAN

JAMES HAL LENOX
 ARCHITECT, P.A.
 25079 FADETT DRIVE
 BROOKSVILLE, FL 34601
 352 562-8431

PROJECT: 2nd FLOOR, CEILING & LIFE SAFETY PLAN
DATE: 09-28-11
SCALE: AS NOTED
AS NOTED
11.1
 3 of 11



2nd FLOOR PLAN
 SCALE: 1/4" = 1'-0" NORTH



2nd FLOOR CEILING & LIFE SAFETY PLAN
 SCALE: 1/4" = 1'-0" NORTH

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

GENERAL CONDITIONS:
 1. WORK SHOWN SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 A. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 B. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 C. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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 H. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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 V. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 W. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 X. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 Y. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 Z. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

WALL LEGEND

---	CONCRETE WALL
----	CMU WALL
----	BRICK WALL
----	GLASS WALL
----	WOOD WALL
----	PLASTER WALL
----	STUCCO WALL
----	EIFS WALL
----	OTHER WALL

JAMES HAL LENOX
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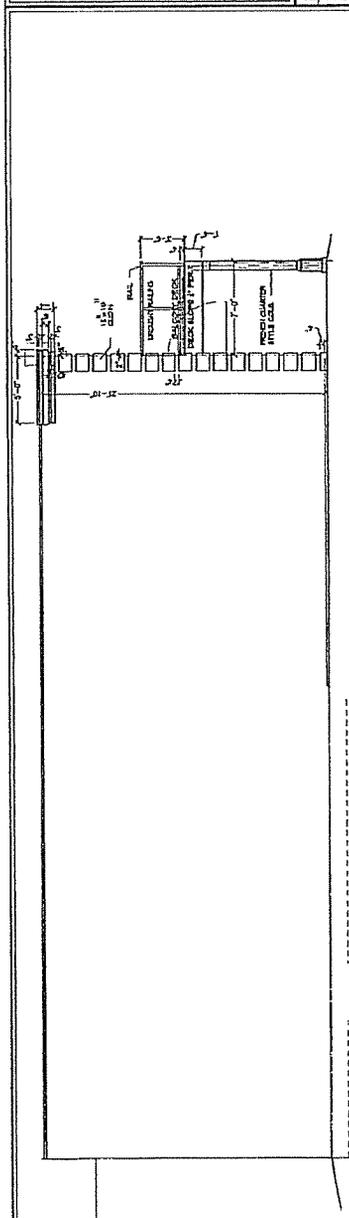
DATE	DESCRIPTION / ISSUE

PROJECT: LOWMAN BUILDING COMMERCIAL RENOVATION
 31 S. MAIN STREET
 BROOKSVILLE, FL 34601

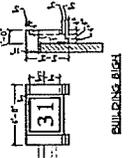
DATE: 07/28/11
 DRAWN BY: JHL
 PROJECT NO: 11-0001

PROJECT: JAMES HAL LENOX

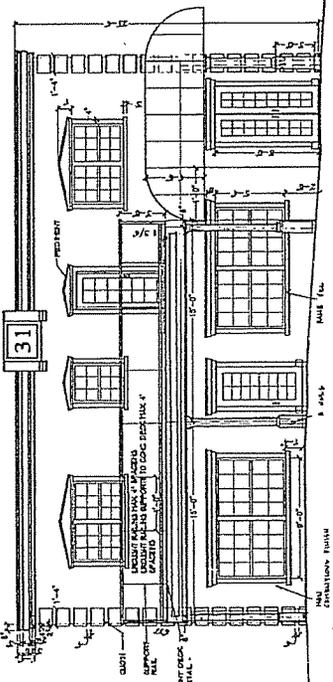
SCALE: AS NOTED
 SHEET NO: A2
 4 of 11



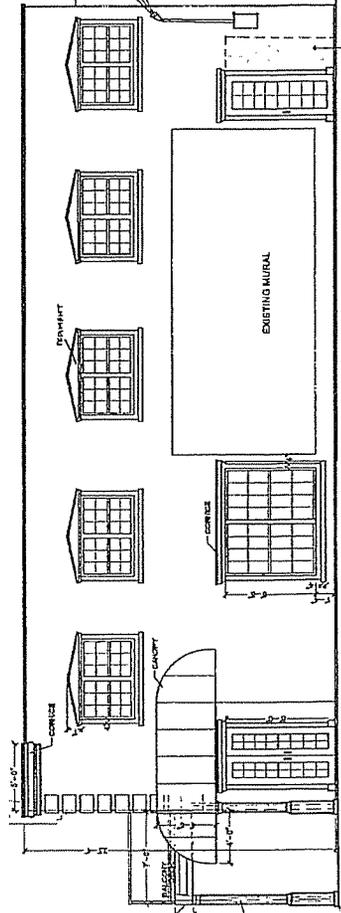
NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



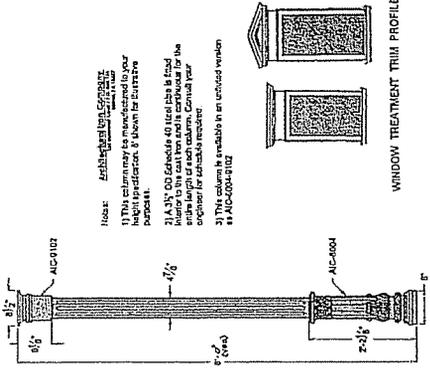
NOTES: 1. SEE NOTES ON SHEET 11-0001 FOR MATERIALS AND FINISHES.
 2. ALL NEW WORK TO BE MATCHED TO EXISTING WORK.
 3. ALL NEW WORK TO BE MATCHED TO EXISTING WORK.
 4. ALL NEW WORK TO BE MATCHED TO EXISTING WORK.



WEST ELEVATION
 SCALE: 1/8" = 1'-0"

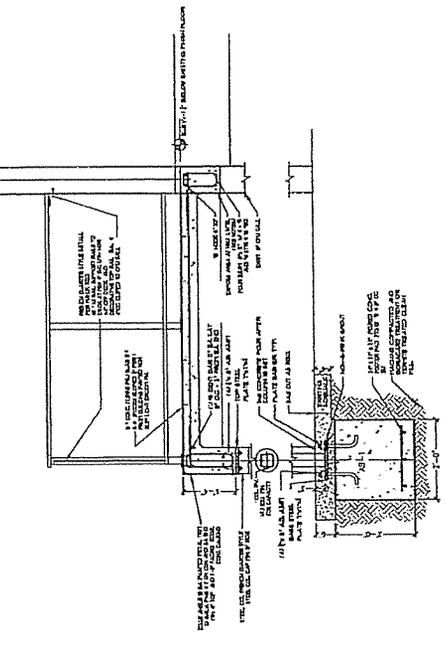


SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



COLUMN DETAIL
 1/8" = 1'-0"

WINDOW TREATMENT TRIM PROFILES
 1/8" = 1'-0"



BALCONY SECTION
 SCALE: 1/8" = 1'-0"

NOTES: 1. SEE NOTES ON SHEET 11-0001 FOR MATERIALS AND FINISHES.
 2. ALL NEW WORK TO BE MATCHED TO EXISTING WORK.
 3. ALL NEW WORK TO BE MATCHED TO EXISTING WORK.
 4. ALL NEW WORK TO BE MATCHED TO EXISTING WORK.



We mean businessSM

**TO: T. JENNENE NORMAN-VACHA, CITY MANAGER and
CITY COUNCIL of THE CITY OF BROOKSVILLE**

FROM: THE HOGAN LAW FIRM

**RE: \$3,333,022 CAPITAL IMPROVEMENT REVENUE NOTE
FROM SUNTRUST BANK**

DATE: MAY 6, 2011

Ladies and Gentlemen:

I have reviewed the following documents:

Resolution and Specimen Note:

1. Certified Copy of Resolution No. _____ dated _____;
2. Specimen Note, with Payment Schedule as Appendix A;
3. Certificate As to Delivery of Note, Receipt of Proceeds and Authentication and Registration by Registrar;

Closing Certificate of the City:

4. General Certificate of the City;
5. Tax Agreement and Arbitrage Certificate;
6. Opinion of Issuer's Counsel;
7. Opinion of Tax Counsel;

Closing Certificates of the Purchaser:

11. Purchaser Disclosure Letter;
12. Purchaser's Certificate;
13. Receipt for Note;

Miscellaneous:

14. Closing Memorandum;
15. Escrow Agreement for Project Account

While every word of the documents is important and you should read same, I draw your attention specifically to the following:

CERTIFICATION OF RESOLUTION

This documents requires that the Clerk and the City Manager to verify the fact that the Resolution has been duly adopted as written.

RESOLUTION NO. _____

This Resolution sets forth the terms and conditions of the Promissory Note. Further, the Resolution binds the City to repayment of the Note. It should be noted that no ad valorem tax funds can be used to repay the Note.

It is *important* to understand that this transaction is intended to generate tax free income to SunTrust Bank. The interest payments on the Note are intended to qualify under the IRS Code as tax free. It is therefore, critical, that the City comply with the terms and conditions of the Note and the transaction in total. If the City breaches the Note or any of the other agreements, the transaction could be declared by the IRS to be taxable. In the event that the City loses its “*tax free*” status with regard to the interest income, the bank has the right to recover from the City the difference between the benefit of the tax free transaction and the cost of the taxable transaction.

The funds generated by the “*Note*” are to be used to purchase and perform those obligations described in the “*project*.” The term “*project*” means that the energy performance contract by and between the City and the Energy Systems Group. The repayment of this Note is subordinate to all of the City’s pre-existing general obligation bonds. The Note may be prepaid in part, with a minimum prepayment of at least fifty-thousand dollars (\$50,000) per prepayment increment. Each prepayment bears a one percent (1%) prepayment penalty. If the City is late with a payment (ten days late) the interest rate shall be adjusted to twelve percent (12%) per annum for the total number of days which the late payment is past due.

OPINION OF TAX COUNSEL

This firm does not practice tax law and I have not given you any advice with regard to whether or not the interest generated by payment of this Note is tax exempt. Your tax expert will provide you with an opinion in that regard.

CERTIFICATE REGARDING INTEREST RATE

This document requires the City’s Comptroller/CFO to certify that the rate of interest on the capital Note does not exceed the average net interest cost rate, computed by adding 300 basis points to the Bond Buyer “20 Bond Index” published immediately preceding the first day of the calendar month in which the Note is sold. I believe this requires the signature of Steve Baumgartner.

PURCHASER DISCLOSURE LETTER

This is a letter from SunTrust Bank to the City specifying that the closing costs in the amount of \$5,000 is to be borne by SunTrust Bank. All other costs have to be paid by the City. The Purchaser Disclosure Letter verifies that the interest rate to be paid by the City to SunTrust Bank is 4.1360%. Interest paid over the life of the Note is estimated to be \$1,224,696.20.

PURCHASER'S CERTIFICATE

This is a document that will be generated by SunTrust Bank addressed to the City specifying that SunTrust Bank is not requiring the City to produce any prospectus and verifying that SunTrust Bank has done its own investigation with regard to the financial stability of the City and is not relying on any other offering documents generated by the City.

RECEIPT FOR NOTE

This is a receipt, wherein, SunTrust verifies that it has received from the City “The Note.” The Note is a negotiable instrument and therefore, requires written receipt.

NOTE

The City is issuing a Promissory Note for \$3,333,022. The Note is dated May 18, 2011, and matures on October 1, 2026. The Note bears interest at a rate of 4.1360% per annum. The Note is to be repaid in quarterly payments on the 1st day of January, April, July and October, commencing on January 1, 2012. The Note sets forth the basis for interest calculations and a payment schedule which is attached as Exhibit “A.” The Note describes prepayment penalty of 1%. Prepayment penalty must be made in increments of at least \$50,000 and requires 30 days notice to SunTrust prior to payment. The Note specifies that prepayment cannot be derived from the City’s imposition on its citizen of ad valorem taxes. The Note does not constitute a general indebtedness of the City within the meaning of the Constitution or the Florida Statutes. That means that the Note is subordinate to pre-existing general obligation bonds. The Note is tied to the City’s agreement that the interest earned on the repayment of the Note will be tax free to SunTrust Bank.

**CERTIFICATE AS TO DELIVER OF NOTE, RECEIPT OF PROCEEDS, &
AUTHENTICATION AND REGISTRATION**

This document requires certification that the Note has been properly recorded in the books and records of the City.

ASSIGNMENT AND TRANSFER

This document will be used if and only if SunTrust Bank sells the Note to another entity.

FORM OF PURCHASER'S CERTIFICATE

This document will be used if and only if SunTrust Bank sells the Note to a Note purchaser.

DISCLOSURE LETTER

This is a letter that SunTrust will send to the City of Brooksville setting forth the terms and conditions of the transaction including the repayment terms and interest rate of 4.1360% and the fact that the City has 185 consecutive months in which to repay the Note.

**GENERAL CERTIFICATE OF THE CITY AS TO THE
SIGNATURE, NO LITIGATION, INCUMBENCY AND OTHER MATTERS**

This is a document that the City is required to sign verifying that all persons who have executed documents on behalf of the City have the authority to do so. It requires that we list the Mayor, Vice Mayor and each City Council Member and define the length of their current term.

TAX AND ARBITRAGE CERTIFICATE

This agreement requires the City to verify that it will not receive the funds from SunTrust Bank and invest the same in another interest bearing venture. In other words, the City will not take the money from SunTrust Bank and, for example, invest the same in the stock market. There are some limited circumstances under which some small amounts of the money can be invested if they are not immediately used for the energy savings program. It is important to remember that the City should not take any steps that would jeopardize the tax free nature of the interest income that would be generated for the benefit of SunTrust Bank. Your tax counsel/expert should give you advice with regard to the IRS regulations that are set forth in the Tax and Arbitrage Certificate. This will not be an issue so long as the City invests all unspent funds in tax free instruments. The Arbitrage Certificate goes on to say that the City cannot use the unspent funds or the existence of the Note as security for another loan. The Arbitrage Certificate requires the City to verify that it will use most of the funds for the purpose of purchasing the energy savings equipment. The Arbitrage Certificate recognizes that the City will incur some costs in implementation of the energy savings program, and those costs can be lawfully paid from the proceeds by the City. Finally, the Arbitrage Certificate states in pertinent part: *"The issuer has been advised to seek the advice of competent counsel with a nationally recognized expertise in matters effecting exclusion of interest on municipal bonds from gross income in fulfilling its obligations under the Code to take all steps as are necessary to maintain the tax-exempt state of the Note."*

There will be other and various documents that will be reviewed by this firm prior to closing. Additional memorandum will follow.

INDEX TO CLOSING DOCUMENTS

**\$3,333,022.00 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2011, A
FINANCING ENERGY PERFORMANCE PROJECTS
ISSUED BY THE CITY OF BROOKSVILLE, FLORIDA TO
SUNTRUST EQUIPMENT FINANCING & LEASING CORP.**

RESOLUTION AND SPECIMEN NOTE:

1. Certified Copy of Resolution No. _____, dated _____;
2. Specimen Note, with Payment Schedule as Appendix A;
3. Certificate As To Delivery of Note, Receipt of Proceeds and Authentication and Registration by Registrar;

CLOSING CERTIFICATES OF THE CITY:

4. General Certificate of the City;
5. Tax Agreement and Arbitrage Certificate;
6. Opinion of Issuer's Counsel;
7. Opinion of Tax Counsel;
8. Form 8038-G;
9. Certificate Regarding Interest Rate;
10. Notice of Sale to FL Division of Bond Finance, with forms 2003 and 2004-B

CLOSING CERTIFICATES OF THE PURCHASER:

11. Purchaser Disclosure Letter;
12. Purchaser's Certificate;
13. Receipt for Note;

MISCELLANEOUS:

14. Closing Memorandum
15. Escrow Agreement for Project Account



CERTIFICATION OF RESOLUTION

I, the undersigned officer of The City of Brooksville, Florida, DO HEREBY CERTIFY AND ATTEST:

1. I am the duly appointed, qualified and acting Town Manager and Clerk of the City Council of The City of Brooksville, Florida and keeper of the records thereof, including the minutes of its proceedings;

2. A meeting was duly convened on May 16, 2011, in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements; and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed

3. I am duly authorized to execute this Certificate; and

4. The copy of the instrument annexed hereto, entitled:

A RESOLUTION OF THE CITY COUNCEL OF THE CITY OF BROOKSVILLE, FLORIDA AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2011 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,333,022.00, TO FINANCE THE COST OF ENERGY PERFORMANCE PROJECTS IN THE CITY OF BROOKSVILLE, FLORIDA; PROVIDING THAT THE NOTE SHALL BE A LIMITED, FIRM TERM, BUT NOT GENERAL, OBLIGATION OF THE ISSUER PAYABLE FROM A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

is a true, correct, complete and compared copy of the original instrument referred to in said minutes and as finally enacted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record

IN WITNESS WHEREOF, I have hereunto set myhand and seal this ____ day of _____, 2011

CITY OF BROOKSVILLE, FLORIDA

ATTEST:

By: _____
Clerk

Deputy Clerk

CERTIFICATION OF RESOLUTION

I, the undersigned officer of The City of Brooksville, Florida, DO HEREBY CERTIFY AND ATTEST:

1. I am the duly appointed, qualified and acting ~~Town~~ City Manager and Clerk of the City Council of The City of Brooksville, Florida and keeper of the records thereof, including the minutes of its proceedings;

2. A meeting was duly convened on May 16, 2011, in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements; and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed

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3. I am duly authorized to execute this Certificate; and

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4. The copy of the instrument annexed hereto, entitled:

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A RESOLUTION OF THE CITY COUNCEL OF THE CITY OF BROOKSVILLE, FLORIDA AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2011 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,333,022.00, TO FINANCE THE COST OF ENERGY PERFORMANCE PROJECTS IN THE CITY OF BROOKSVILLE, FLORIDA; PROVIDING THAT THE NOTE SHALL BE A LIMITED, FIRM TERM, BUT NOT GENERAL, OBLIGATION OF THE ISSUER PAYABLE FROM A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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is a true, correct, complete and compared copy of the original instrument referred to in said minutes and as finally enacted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____, 2011

CITY OF BROOKSVILLE, FLORIDA

ATTEST:

City Manager Deputy-Clerk

By: _____
Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2011, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,333,022.00, TO FINANCE ENERGY PERFORMANCE PROJECTS IN THE CITY OF BROOKSVILLE, FLORIDA; PROVIDING THAT THE NOTE SHALL BE A LIMITED, NON-CANCELLABLE OBLIGATION OF THE ISSUER PAYABLE FROM A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

Section 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

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"Authorized Denominations" means the stated amount of the Note.

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"Board" means the City Council of the City of Brooksville, as the governing body of the City of Brooksville, Florida.

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"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is closed.

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"~~Chairperson~~ Mayor" means the Chairperson of the ~~City Council~~ Board or in his/her absence or inability to act, the Vice ~~Chairman~~ Mayor of the ~~Board~~ City Council or such other person as may be duly authorized by the ~~Board~~ Council to act on ~~his~~ her behalf.

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"Clerk" means the City Clerk of the City of Brooksville or any Deputy City Clerk.

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"Issuer" means the City of Brooksville, Florida.

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"Fiscal Year" means the period commencing on October 1st of each year and ending on the succeeding September 30th.

"Maturity Date" means October 1, 2026.

"Mayor" means the duly elected Mayor of the City of Brooksville, Florida, as such person is attested to by the Clerk in the General Certificate of the City, which is incorporated by reference hereto.

"Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Issuer, but shall not include any ad valorem taxes.

"Non-Self-Supporting Debt" means debt obligations of the Issuer, other than debt obligations relating to an Enterprise Fund or GO Bonds of the Issuer.

"Note" means the City of Brooksville, Florida Capital Improvement Revenue Note, Series 2011, A Financing of Energy Performance Projects and authorized pursuant to this Resolution.

"Original Purchaser" means SunTrust Equipment Finance & Leasing Corp. and its successors and assigns

"Owner" or *"Owners"* means the Person or Persons in whose name or names a Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies and other legal entities.

"Principal Office" means, with respect to the Original Purchaser, 300 E. Joppa Road, 7th Floor, Towson, Maryland 21286.

"Project" means the Energy Performance Contract with Energy Systems Group located within the City of Brooksville, Florida.

"Resolution" means this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

"State" means the State of Florida.

Section 3: Findings.

(A) For the benefit of the inhabitants of the Issuer, the Board finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience 3

and safety of the Issuer and its inhabitants to finance and undertake the Project. Issuance of the Note to finance the cost of the Project satisfies a paramount public purpose.

(B) The Issuer is without adequate, currently available funds to pay the costs of financing the Project, and it is necessary and desirable and in the best interests of the Issuer that it borrow the moneys necessary to accomplish the financing of the costs of the Project.

(C) The Note will be payable from a non-cancellable pledge of Non-Ad Valorem Revenues; however, the Issuer will be permitted to make payments from any and all legally available funds. The Issuer has determined that Non-Ad Valorem Revenues should be sufficient to pay the Note, as the same becomes due.

(D) Neither the Issuer nor the State of Florida or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay the Note and the Note shall not constitute a lien upon the Project, or upon any properties owned by or situated within the Issuer, except as provided herein with respect to the Non-Ad Valorem Revenues, in the manner and to the extent provided herein.

(E) The Issuer has received an offer from the Original Purchaser to purchase the Note.

(F) Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser, to purchase the Note, ~~at a private negotiated sale.~~ Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser, a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 4: Authorization. The issuance of an obligation of the Issuer to be known as the "City of Brooksville, Florida Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects" is hereby approved and authorized, in the aggregate principal amount of not to exceed \$3,333,022.00 for the purpose of providing funds to pay the costs of the Project and to pay the costs of issuing the Note. Further, the Project is hereby approved.

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Section 5: Description of Note. The Note shall be issued as a single Note and shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, and shall have such other terms and provisions, including interest rates not exceeding the maximum interest rates permitted by the Act, principal and interest payment terms, maturity date, and prepayment provisions as stated herein and/or in the form of the Note attached hereto as Exhibit A or as determined by supplemental resolution. The Note is to be in substantially the form set forth on Exhibit A attached hereto, together with such changes as shall be approved by the ~~Mayor or Chairperson~~ City Mayor, such approval to be conclusively

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evidenced by the execution thereof by the Mayor ~~or Chairperson~~. The Note shall be executed with the manual or facsimile signature of the Mayor ~~or Chairperson~~ and the Note shall be attested with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed the Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Note so signed and sealed have been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. The Note may be signed and sealed by such person who at the actual time of the execution of the Note shall hold the proper office of the Issuer, although, at the date of the Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Note shall be actually sold and delivered.

Section 6: *Registration and Exchange of Note; Persons Treated as Owners.* The Note will initially be registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books and in Authorized Denominations. The Person in whose name a Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 7: *Note Mutilated, Destroyed, Stolen or Lost.* In case a Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer reasonable proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

Section 8: *Payment of Note; Limited Obligation.* The Issuer promises that it will promptly pay the Note at the place, on the dates and in the manner provided therein, including via wire transfer if requested by an Owner, according to the true intent and meaning hereof and thereof. The Note shall not be or constitute general obligations or indebtedness of the Issuer as "Note" within the meaning of Article VII, Section 12 of the Constitution of Florida, and is subordinate to such obligations, but shall be payable from the Non-Ad Valorem Revenues, in the manner and to the extent provided herein. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Note, or be entitled to payment of such Note from any funds

of the Issuer except from the Non-Ad Valorem Revenues, in the manner and to the extent provided herein. Nothing in this section shall be construed as to limit the Issuer's ability to use any Non-Ad Valorem Revenues to make any payments coming due.

Section 9. Security for the Note. The Issuer covenants and agrees to budget and appropriate, by amendment, specific resolution, or other action(s), if and to the extent necessary, in its annual budget for each Fiscal Year in which the Note remains outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Note in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be non-cancellable in that it will continue for the entire term and of the Note and be cumulative and shall continue until all payments of principal of and interest on the Note shall have been budgeted, appropriated and actually paid. The Issuer agrees that this covenant and agreement to budget and appropriate Non-Ad Valorem Revenue shall be deemed to be entered into for the benefit of the holders of the Note and that this obligation may be enforced in a court of competent jurisdiction only in the State Circuit Court in and for Hernando County, Florida. The Issuer shall have no right to terminate its obligations under the Note by any failure to appropriate legally available funds to make payments and meet its obligations under the Note. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage upon any assets owned by the Issuer and no Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder. The Note shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of the State of Florida. The obligation of the Issuer to appropriate Non-Ad Valorem Revenues shall be subject in all respects to the obligation of the Issuer to provide for essential governmental services and further shall be subject to the provisions of Section 166.341, Florida Statutes. Notwithstanding any provisions of this Resolution to the contrary, the Issuer shall not be obligated to exercise ad valorem taxing power to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues. All deposits into the funds and accounts created by this Resolution shall be deemed to be held in trust by the Issuer for the benefit of the Owner(s) and otherwise for the purposes herein provided and used and applied only for the purposes and in the manner herein provided.

Section 10: Optional Prepayment. The Note shall be subject to prepayment, in whole or in part, on any Payment Date at the option of the Issuer for the Prepayment Option Price referenced on the Payment Schedule attached to the Note. Notwithstanding the foregoing, the Issuer shall have the option to make only one partial prepayment per Fiscal Year, in any amount greater than \$50,000.00 and on any payment date following 30 days prior written notice to the Owner, which shall be payable at 101% of the par value.

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Section 11: *Application of Proceeds of Note.* Proceeds from the sale of the Note shall be used to finance the cost of the Project and to pay the costs of issuance (including but not limited to legal fees and expenses).

The Issuer covenants that it will establish an account or accounts at SunTrust Bank (herein called the "Project Account") into which, at the time of delivery of the Note herein authorized, shall be deposited the proceeds from the sale of the Note remaining after payment of any costs or expenses incurred in connection with the issuance of the Note.

Moneys in the Project Account shall be secured and invested in the SunTrust Bank-SunTrust Leasing NOW account, a demand deposit account for mutual customers of SunTrust Bank and SunTrust Equipment Finance & Leasing Corp., the principal balance of which is FDIC insured to all applicable limits and fully collateralized by investment bonds or obligations of the United States, and/or bonds or obligations guaranteed as to principal and interest by the United States, or in any other manner prescribed by the laws of the State of Florida relating to the securing of public funds, if and to the extent applicable, but in all cases in permitted investments under the laws of the State. The earnings from any such investment shall be retained in the Project Account.

All moneys deposited in said Project Account shall be and constitute a trust fund created for the purpose stated, and there is hereby created a lien upon such fund in favor of the Owner of the Note until the moneys thereof shall have been applied in accordance with this Resolution.

Section 12. *Application of Revenues.* For so long as any of the principal of and interest on the Note shall be outstanding and unpaid or until the Issuer has made provision for payment of principal of and interest, with respect to the Note, the Issuer covenants as follows:

A. Funds and Accounts. The Issuer covenants and agrees to establish separate funds to be known as the "Revenue Fund," the "Debt Service Fund," the "Construction Fund" and the "Rebate Fund." Moneys in the aforementioned funds, other than the Rebate Fund, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Owner and for the further security of the Owner.

The Issuer may, but shall not be required to, at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than five million dollars (\$5,000,000).

All deposits into the funds and accounts created by this Resolution shall be deemed to be held in trust by the Issuer for the benefit of the Owner for the purposes herein provided and used and applied only for the purposes and in the manner herein provided.

B. Flow of Funds.

(1) The Issuer shall credit the appropriated and budgeted amounts of Non-Ad Valorem Revenue to the Revenue Fund. The moneys in the Revenue Fund shall be deposited or credited on or before the last day of each month, commencing with the month in which delivery of the Note shall be made to the purchaser or purchasers thereof, or such later date as hereinafter provided, in the following manner and in the following order of priority:

(a) Debt Service Fund. The Issuer shall deposit into or credit to the Debt Service Fund the sum which, together with the balance in said fund, shall be equal to the interest and the principal amount on all Outstanding Note accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Debt Service Fund shall be used to pay principal of and interest on the Note as and when the same become due, whether by redemption or otherwise, and for no other purpose. In determining the amount to deposit for principal, the Issuer shall take into account that portion of the principal due on the next principal payment date which would have accrued on said Note during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of twelve (12) equivalent calendar months of thirty (30) days each) in equal amounts from the next preceding principal payment due date, or, if there is no such preceding principal payment due date, from a date one year preceding the due date of such principal amount. The Issuer shall adjust the amount of the deposit into the Debt Service Fund not later than the month immediately preceding any payment date so as to provide sufficient moneys in the Debt Service Fund to pay the principal of and interest on the Note coming due on such payment date.

(b) Balance. The balance of any moneys after the deposits required by Section 12(B)(1) hereof may be transferred to any appropriate fund or account of the Issuer or may be used for any lawful purpose.

(2) The Issuer, in its discretion, may use moneys in the Debt Service Fund to prepay the principal or interest coming due in future years.

(3) On the date established for payment of any principal of or redemption price, if applicable, or interest on the Note, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or redemption price, if applicable, or interest and deposit such moneys with the Paying Agent.

C. Rebate Fund. Amounts on deposit in the Rebate Fund shall be held in trust by the

Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Fund) and the Owner shall have no right to have the same applied for debt service on the Note. The Issuer agrees to undertake all actions required of it in its arbitration certificate, dated the date of issuance of the Note, relating to such Note, including, but not limited to:

(1) making a determination in accordance with the Code of the amount, if any, required to be deposited in the Rebate Fund;

(2) depositing the amount determined in clause (1) above into the Rebate Fund;

(3) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(4) keeping such records of the determinations made pursuant to this Section as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Note.

The provisions of the above-described arbitration certificate may be amended from time to time as shall be necessary, in the opinion of ~~Note Counsel~~ the City Attorney, to comply with the provisions of the Code.

Section 13. Representations and Warranties of the Issuer. The Issuer represents and warrants:

(a) Issuer is a local government or local government body, duly and validly existing under the Constitution and laws of the State, constitutes a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as from time to time amended, (the "Code"), and is authorized under the Constitution and laws of the State to enter into this Resolution, the Note and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Resolution and the Note.

(b) The execution and delivery of this Resolution and the Note have been duly authorized by all necessary action of the Board and such action is in compliance with all public bidding and other State and federal laws applicable to this Resolution, the Note, the acquisition and/or undertaking of the Project, the covenant to budget and appropriate Non-Ad Valorem Revenue, the financing of the Project by the Issuer, and the security for the Note as more fully described herein.

(c) This Resolution and the Note have been duly executed and delivered by and constitute the valid and binding obligation of Issuer, enforceable against Issuer in accordance with their respective terms.

(d) The execution, delivery and performance of this Resolution and the Note by Issuer shall not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Issuer, or (ii)

conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, resolution, deed of trust, lease or other obligation to which Issuer is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Issuer's knowledge, threatened against or affecting Issuer, challenging Issuer's authority to enter into this Resolution or the Note or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Resolution or the Note.

(f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Issuer has been a party at any time during the past ten (10) years has been terminated by Issuer as a result of either insufficient funds being appropriated in any Fiscal Year, or the non-payment of any firm-term or general obligation rental or other payments. No event has occurred which would constitute a payment-related event of default under any debt, note, revenue bond or obligation which Issuer has issued during the past ten (10) years.

(g) To the extent applicable and in accordance with the express limitations of this Resolution, the Issuer and/or Issuer's governing body has pledged and/or taken all required and legally permissible actions necessary to provide moneys sufficient to pay all Payments during the current Fiscal Year and will take any required actions to secure moneys sufficient to pay all Payments due and owing during the term of any Note issued hereunder, and such moneys will be applied in payment of all Payments due and payable during such the term of said Note.

(h) The financial information concerning the Issuer heretofore delivered to the Original Purchaser is complete and correct and fairly presents the financial condition of the Issuer for the period(s) referred to and has been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the period(s) involved. There are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the Issuer as of the date of such financial information which are not reflected therein. There has been no material adverse change in the financial condition or operations of the Issuer since the date of such information (and to the Issuer's knowledge no such material adverse change is pending or threatened), and the Issuer has not guaranteed the obligations of, or made any investment in or loans to, any Person except as disclosed in such information. The Issuer has good and marketable title to and full ownership of all of its properties and assets related to the Project, and all of such properties and assets are free and clear of encumbrances, except as reflected in such financial information.

(h) The Issuer represents and warrants that the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues is a non-cancellable obligation of the Lessee, which shall continue until all payment other amounts due under this Resolution and Note are paid in full, and such covenant is legally valid, not deemed to be unconstitutional issuance of debt, and is otherwise given in accordance with the Act.

Section 14. *Covenants of the Issuer.*

A. The Issuer covenants to provide its Certified Audited Financial Report, budgets and other reasonable financial information, if requested by the Owner ~~and not readily publicly available~~.

B. The Owner will have the right to inspect any and all of the Issuer's books and records during normal business hours, including but not limited to any records, accountings, statements, or other documentation and the like including but not limited to the Project Fund, Revenue Fund, Debt Service Fund, and Construction Fund.

Section 15. *Tax-Exemption.* The Issuer covenants with the Owner of the Note that it shall not use in any manner or permit any omission with regards to the proceeds of such Note which would cause the interest on such Note to be or become includable in the gross income of the Owner for federal income tax purposes and the Issuer further covenants with the Owner of the Note that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Note from the gross income of the Owner for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

(a) The Issuer makes each of the representations, warranties and covenants contained in the Tax and Arbitrage Certificate delivered with respect to the Note. By this reference, all terms, conditions, and covenants in said Tax and Arbitrage Certificate are incorporated in and made a part of this Resolution.

(b) If the Owner receives a final, non-appealable notice, in any form, from the Internal Revenue Service that Owner may not exclude any interest paid under the Note from its federal gross income (an "Event of Taxability"), the Issuer shall pay to Owner upon demand (x) an amount which, with respect to payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest due through the date of such event), will restore to Owner its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Note through the date of such event and (y) as additional payments to Owner on each succeeding date of payment such amount as will maintain such after-tax yield to Owner.

Section 16: *Events of Default; Remedies of Noteholder.* (A) The following shall constitute Events of Default: (i) if the Issuer fails to pay any payment of principal of or interest on any Note within 10 days after the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution (other than set forth in (i) above) and fails to cure the same within thirty (30) days following written notice; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now

or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismitted or undischarged; or (iv) an Event of Taxability, which cannot reasonably be cured within 30 days.

(B) If the Owner has not received payment of principal and interest within 10 days after it becomes due and regardless of whether any Owner has declared an Event of Default, the Issuer shall be subject to and required to pay additional interest at, the lesser of, the daily equivalent rate of 12% per annum for the total number of days for which the late payment is past due, or the maximum rate permitted by law.

(C) Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any remedy authorized in the Note: (i) accelerate all payments due under the Note, (ii) enforce and perfect its rights in the Project Fund and other funds and accounts referenced herein, (iii) either at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and (iv) enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof. In any such default, the Issuer shall also be obligated to pay as part of the indebtedness evidenced by the Note, all costs of collection and enforcement hereof, including such reasonable attorneys' fees as may be incurred, including on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist.

Section 17: *Amendment.* This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note except with the written consent of the Owner of the majority of the principal amount of the Note.

Section 18: *Impairment of Contract.* The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

Section 19: *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 20: *Severability.* If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall be stricken solely to the extent of the invalidity and shall not affect any other provision herein or render 12

any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 21: Business Days. In any case where the due date of interest on or principal of a Note or any other action date is not a Business Day, then payment of such principal or interest need not be made or action need not be taken on such date but may be made or taken on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 22: Applicable Provisions of Law. ~~This Resolution shall be governed by and construed in accordance with the laws of the State. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Party/parties to be in Hernando County, Florida, and Federal jurisdiction is hereby agreed by Party/parties to be in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the City elects to bring such action in Hernando County, Florida, Party/parties waives 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 that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.~~

Section 23: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 24: Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 25: Members and Agents Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the ~~Board~~ Brooksville City Council (the "Members") or any officer, director, employee or agent of the Issuer, the Original Purchaser or any Owner (the "Agents"), as such, past, present or future, either directly or through the Issuer and Owner it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Members or Agents, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Member or Agents, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution, on the part of the Issuer and Owner(s).

Section 26: Authorizations. The Mayor, the Clerk, The City Manager of the Issuer, the City Attorney of the Issuer, the Comptroller/CFO/Finance Director of the Issuer and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps, to make such representations and certificates, and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 27: Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 28: No Third Party Beneficiaries. Except such other persons as may be expressly described in this Resolution or in the Note, nothing in this Resolution or in the Note, expressed or implied, is intended or shall be construed to confer upon any Person, other than the holders, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the persons who shall from time to time be the holders.

Section 29: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

The foregoing Resolution was offered by Council Member _____ who moved for its adoption. The motion was seconded by Council Member _____ and upon being put to a vote, the vote was as follows:

Frankie Burnett _____, Chairperson Mayor -
Joe Johnston _____, Vice Chairperson Mayor -
Joe Bernardini _____; Council Member
Lara Bradburn _____; Council Member
Emory Pierce _____; Council Member
Council Member _____
Council Member _____

The Chairperson thereupon declared the Resolution duly passed and adopted this ____th day of _____ 20____.

THE CITY OF BROOKSVILLE, FLORIDA
BY ITS CITY COUNCIL

_____, CLERK &
CITY MANAGER

By: _____
Clerk

Attest:

Frank Wolland
City Clerk

Approved as to form
and legal sufficiency

City Attorney

EXHIBIT A

[FORM OF NOTE]

ANY OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A PURCHASER'S CERTIFICATE SIMILAR TO THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

R-1

\$3,333,022.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
THE CITY OF BROOKSVILLE, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE
SERIES 2011, A

DATED DATE:

MATURITY DATE:

May 18, 2011

October 1, 2026

KNOW ALL MEN BY THESE PRESENTS that The City of Brooksville, Florida (the "Issuer"), for value received, promises to pay from the sources hereinafter provided, to the order of SunTrust Equipment Finance & Leasing Corp., or registered assigns (hereinafter, the "Owner"), the principal sum of 3,333,022 Million Dollars (\$3,333,022), together with a fixed rate of interest on the principal balance which is equal to 4.1360%, per annum.

Interest shall be due and payable quarterly on the 1st of each of the following months January, April, July and October, commencing January 1, 2012 and shall be subject to monthly compounding and computed on the basis of a 360 day year consisting of twelve 30 day months. Principal shall be payable the 1st of each of the following months January, April, July and October, commencing January 1, 2012. Principal of and interest on this Note are payable in accordance with the specific amounts and on the dates set forth on the Payment Schedule attached as Appendix A to this Note, when due in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

This Note shall be subject to prepayment, in whole or in part, on any Payment Date at the option of the Issuer for the Prepayment Option Price referenced on the Payment Schedule

attached as Appendix A to this Note. Notwithstanding the foregoing, the Issuer shall have the option to make only one partial prepayment per Fiscal Year, in any amount greater than \$50,000.00 and on any payment date, following 30 days prior written notice to the Owner, which shall be payable at 101% of the par value.

If any date for the payment of principal of or interest hereon or the taking of any action hereunder shall fall on a day which is not a Business Day, the payment due or action to be taken on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH NOTE HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Chapter 166, Florida Statutes, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Issuer on May 16, 2011 relating to this Note, as from time to time amended and supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Act and the Resolution. All terms, conditions and provisions of the Resolution including without limitation remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by non-cancellable or firm term pledge of the Issuer's Non-Ad Valorem Revenues in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation. It is further certified that all of the representations, warranties, and covenants made and set forth in the Resolution and

in the ancillary and closing documents relevant to this Note are remade and incorporated fully by reference herein.

IN WITNESS WHEREOF, The City of Brooksville, Florida has caused this Note to be executed in its name by the manual signature of its Mayor and attested by the manual signature of the Clerk, all as of this ____ day of _____, 20____.

THE CITY OF BROOKSVILLE, FLORIDA

By: _____

Name: Frankie Burnett

Title: Mayor

ATTEST:

By: _____

Name:

City Manager and Clerk

CERTIFICATE AS TO DELIVERY OF NOTE, RECEIPT OF PROCEEDS, &
AUTHENTICATION AND REGISTRATION

I, the undersigned officer of the City Council of The City of Brooksville, Florida (the "Issuer"), DO HEREBY CERTIFY, that on this 18th day of May 2011:

1. The Issuer delivered to SunTrust Equipment Finance & Leasing Corp. (the "Purchaser"), the following described obligation of the Issuer:

Capital Improvement Revenue Note, Series 2011, A Financing
Energy Performance Projects in the aggregate principal amount of
\$3,333,022.00 (the "Note"), consisting of one fully-registered Note
dated May 18, 2011, bearing a fixed rate of interest and maturing
on October 1, 2026;

2. The Issuer has received the principal or par amount of \$3,333,022.00 as payment for the Note delivered to Purchaser;

3. This Note is one of the Notes issued under the provisions of the within mentioned Resolution; and

4. The Registered Note No. R-1 of the Issuer in the aggregate principal amount of 3,333,022 Million Dollars (\$3,333,022.00) is registered in the name of the Purchaser noted herein and on the books of the Issuer, as Registrar and Authenticating Agent

IN WITNESS WHEREOF, I have hereunto set my hand and seal in furtherance of the certification and attestations contained herein, on May 18, 2011:

The City of Brooksville, Florida, as
Registrar and Authenticating Agent

By: _____
Authorized Officer

ATTEST:

Clerk

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____ (Please insert Social Security or other identifying number of transferee) the attached Note of the The City of Brooksville, Florida, and does hereby constitute and appoint, attorney, to transfer the said Note on the books kept for registration thereof, with full power of substitution in the premises.

Date

Signature Guaranteed by

[member firm of the New York
Stock Exchange or a commercial
bank or a trust company.]

By: _____
Title:

NOTICE: No transfer will be registered and no new Notes will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that SunTrust Equipment Finance & Leasing Corp.(the "Purchaser") has not required The City of Brooksville, Florida (the "Issuer") to deliver any offering document or prospectus and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$3,333,022.00 City of Brooksville, Florida Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on _____ ("Note Counsel") or the County Attorney ("Issuer's Counsel") as to any such matters other than the legal opinions rendered by Note Counsel and Issuer Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the Issuer on May 16, 2011 relating to the Note (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are currently purchasing the Note primarily as an investment for our own account and/or for that our of affiliates within a consolidated taxpayer filing and not with a present view to a resale or other distribution to the public. We understand that the Note may not be transferred in a denomination less than \$50,000 under any circumstance, but that the Note is otherwise transferable, in whole or in part, subject to securities and blue sky laws of the Untited States and the State, if any and to the extent the same are applicable.

We are a wholly-owned subsidiary of a bank and an accredited investor under 17 CFR 230.144, and, therefore, qualify as an exempt purchaser of securities under Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 18th day of May 2011.

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.

By: _____
Name: D. S. Keough
Title: Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with The City of Brooksville, Florida (the "Issuer") for the private purchase of its Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects (the "Note") in the aggregate principal amount of \$3,333,022.00. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us by SunTrust Equipment Finance & Leasing Corp. (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

SunTrust Equipment Finance & Leasing Corp.
Purchaser's Legal, Credit and Closing Fees
\$5,000.00 (paid by Purchaser)

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the BankPurchaser is \$0.

5. Truth-in-Bonding Statement:

The Note are being issued primarily to finance the cost of the Projects. Unless earlier redeemed, the Note is expected to be repaid at the end of approximately 185 months. Assuming a fixed interest rate of 4.1360%, total interest paid over the life of the Note is estimated to be \$1,224,696.20 and issuance of the Note is estimated to result in maximum of approximately \$303,847.88 of annual revenues of the Issuer not being available to finance other services of the Issuer during the life of the Note.

6. The name and address of the initial Purchaser is as follows:
SunTrust Equipment Finance & Leasing Corp.
300 East Joppa Road, 7th Floor
Towson, Maryland 21286

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this 18th day of May 2011.

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.

By: _____

Name: D. S. Keough

Title: Vice President

ANY OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A PURCHASER'S CERTIFICATE SIMILAR TO THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

R-1

\$3,333,022.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
THE CITY OF BROOKSVILLE, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE
SERIES 2011, A

DATED DATE:

MATURITY DATE:

May 18, 2011

October 1, 2026

KNOW ALL MEN BY THESE PRESENTS that The City of Brooksville, Florida (the "Issuer"), for value received, promises to pay from the sources hereinafter provided, to the order of SunTrust Equipment Finance & Leasing Corp., or registered assigns (hereinafter, the "Owner"), the principal sum of 3,333,022 Million Dollars (\$3,333,022), together with a fixed rate of interest on the principal balance which is equal to 4.1360%, per annum.

Interest shall be due and payable quarterly on the 1st of each of the following months January, April, July and October, commencing January 1, 2012 and shall be subject to monthly compounding and computed on the basis of a 360 day year consisting of twelve 30 day months. Principal shall be payable the 1st of each of the following months January, April, July and October, commencing January 1, 2012. Principal of and interest on this Note are payable in accordance with the specific amounts and on the dates set forth on the Payment Schedule attached as Appendix A to this Note, when due in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

This Note shall be subject to prepayment, in whole or in part, on any Payment Date at the option of the Issuer for the Prepayment Option Price referenced on the Payment Schedule attached as Appendix A to this Note. Notwithstanding the foregoing, the Issuer shall have the option to make only one partial prepayment per Fiscal Year, in any amount greater than \$50,000.00 and on any payment date, following 30 days prior written notice to the Owner, which shall be payable at 101% of the par value.

If any date for the payment of principal of or interest hereon or the taking of any action hereunder shall fall on a day which is not a Business Day, the payment due or action to be taken on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH NOTE HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Chapter 166, Florida Statutes, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Issuer on May 16, 2011 relating to this Note, as from time to time amended and supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Act and the Resolution. All terms, conditions and provisions of the Resolution including without limitation remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by non-cancellable or firm term pledge of the Issuer's Non-Ad Valorem Revenues in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation. It is further certified that all of the representations, warranties, and covenants made and set forth in the Resolution and in the ancillary and closing documents relevant to this Note are remade and incorporated fully by reference herein.

IN WITNESS WHEREOF, The City of Brooksville, Florida has caused this Note to be executed in its name by the manual signature of its Mayor and attested by the manual signature of the Clerk, all as of this ____ day of _____, _____.

THE CITY OF BROOKSVILLE, FLORIDA

By: _____

Name: Frankie Burnett

Title: Mayor

ATTEST:

By: _____

Name:

City Manager and Clerk

APPENDIX A

PAYMENT SCHEDULE

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price*</u>
	5/18/2011	0.00	0.00	0.00	
1	1/1/2012	75,961.97	-9,430.79	85,392.76	3,375,877.32
2	4/1/2012	75,961.97	41,401.01	34,560.96	3,334,062.29
3	7/1/2012	75,961.97	41,829.10	34,132.87	3,291,814.91
4	10/1/2012	75,961.97	42,261.61	33,700.36	3,249,130.68
5	1/1/2013	75,961.97	42,698.60	33,263.37	3,206,005.09
6	4/1/2013	75,961.97	43,140.10	32,821.87	3,162,433.59
7	7/1/2013	75,961.97	43,586.17	32,375.80	3,118,411.56
8	10/1/2013	75,961.97	44,036.85	31,925.12	3,073,934.34
9	1/1/2014	75,961.97	44,492.19	31,469.78	3,028,997.23
10	4/1/2014	75,961.97	44,952.24	31,009.73	2,983,595.47
11	7/1/2014	75,961.97	45,417.05	30,544.92	2,937,724.26
12	10/1/2014	75,961.97	45,886.66	30,075.31	2,891,378.73
13	1/1/2015	75,961.97	46,361.13	29,600.84	2,844,554.00
14	4/1/2015	75,961.97	46,840.50	29,121.47	2,797,245.10
15	7/1/2015	75,961.97	47,324.83	28,637.14	2,749,447.02
16	10/1/2015	75,961.97	47,814.17	28,147.80	2,701,154.71
17	1/1/2016	75,961.97	48,308.57	27,653.40	2,652,363.05
18	4/1/2016	75,961.97	48,808.08	27,153.89	2,603,066.89
19	7/1/2016	75,961.97	49,312.75	26,649.22	2,553,261.01
20	10/1/2016	75,961.97	49,822.65	26,139.32	2,502,940.14
21	1/1/2017	75,961.97	50,337.81	25,624.16	2,452,098.95
22	4/1/2017	75,961.97	50,858.31	25,103.66	2,400,732.05
23	7/1/2017	75,961.97	51,384.18	24,577.79	2,348,834.03
24	10/1/2017	75,961.97	51,915.49	24,046.48	2,296,399.39
25	1/1/2018	75,961.97	52,452.30	23,509.67	2,243,422.56
26	4/1/2018	75,961.97	52,994.66	22,967.31	2,189,897.96
27	7/1/2018	75,961.97	53,542.62	22,419.35	2,135,819.91
28	10/1/2018	75,961.97	54,096.25	21,865.72	2,081,182.70
29	1/1/2019	75,961.97	54,655.61	21,306.36	2,025,980.54
30	4/1/2019	75,961.97	55,220.75	20,741.22	1,970,207.59
31	7/1/2019	75,961.97	55,791.73	20,170.24	1,913,857.94
32	10/1/2019	75,961.97	56,368.61	19,593.36	1,856,925.64
33	1/1/2020	75,961.97	56,951.47	19,010.50	1,799,404.66
34	4/1/2020	75,961.97	57,540.34	18,421.63	1,741,288.91
35	7/1/2020	75,961.97	58,135.31	17,826.66	1,682,572.25

APPENDIX A

PAYMENT SCHEDULE

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price*</u>
36	10/1/2020	75,961.97	58,736.43	17,225.54	1,623,248.46
37	1/1/2021	75,961.97	59,343.76	16,618.21	1,563,311.25
38	4/1/2021	75,961.97	59,957.38	16,004.59	1,502,754.30
39	7/1/2021	75,961.97	60,577.34	15,384.63	1,441,571.18
40	10/1/2021	75,961.97	61,203.71	14,758.26	1,379,755.45
41	1/1/2022	75,961.97	61,836.55	14,125.42	1,317,300.52
42	4/1/2022	75,961.97	62,475.94	13,486.03	1,254,199.82
43	7/1/2022	75,961.97	63,121.95	12,840.02	1,190,446.65
44	10/1/2022	75,961.97	63,774.63	12,187.34	1,126,034.28
45	1/1/2023	75,961.97	64,434.06	11,527.91	1,060,955.88
46	4/1/2023	75,961.97	65,100.30	10,861.67	995,204.58
47	7/1/2023	75,961.97	65,773.44	10,188.53	928,773.41
48	10/1/2023	75,961.97	66,453.54	9,508.43	861,655.33
49	1/1/2024	75,961.97	67,140.67	8,821.30	793,843.25
50	4/1/2024	75,961.97	67,834.90	8,127.07	725,330.01
51	7/1/2024	75,961.97	68,536.32	7,425.65	656,108.32
52	10/1/2024	75,961.97	69,244.98	6,716.99	586,170.89
53	1/1/2025	75,961.97	69,960.97	6,001.00	515,510.31
54	4/1/2025	75,961.97	70,684.37	5,277.60	444,119.10
55	7/1/2025	75,961.97	71,415.25	4,546.72	371,989.70
56	10/1/2025	75,961.97	72,153.68	3,808.29	299,114.48
57	1/1/2026	75,961.97	72,899.75	3,062.22	225,485.73
58	4/1/2026	75,961.97	73,653.53	2,308.44	151,095.67
59	7/1/2026	75,961.97	74,415.11	1,546.86	75,936.41
60	10/1/2026	75,961.97	75,184.53	777.44	0.00
Totals		4,557,718.20	3,333,022.00	1,224,696.20	

* After payment of Note Payment due on such date and payment of all other amounts due and owing.

CERTIFICATE AS TO DELIVERY OF NOTE, RECEIPT OF PROCEEDS, &
AUTHENTICATION AND REGISTRATION

I, the undersigned officer of the City Council of The City of Brooksville, Florida (the "Issuer"), DO HEREBY CERTIFY, that on this 18th day of May 2011:

1. The Issuer delivered to SunTrust Equipment Finance & Leasing Corp. (the "Purchaser"), the following described obligation of the Issuer:

Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects in the aggregate principal amount of \$3,333,022.00 (the "Note"), consisting of one fully-registered Note dated May 18, 2011, bearing a fixed rate of interest and maturing on October 1, 2026;

2. The Issuer has received the principal or par amount of \$3,333,022.00 as payment for the Note delivered to Purchaser;

3. This Note is one of the Notes issued under the provisions of the within mentioned Resolution; and

4. The Registered Note No. R-1 of the Issuer in the aggregate principal amount of 3,333,022 Million Dollars (\$3,333,022.00) is registered in the name of the Purchaser noted herein and on the books of the Issuer, as Registrar and Authenticating Agent

IN WITNESS WHEREOF, I have hereunto set my hand and seal in furtherance of the certification and attestations contained herein, on this 18th day of May 2011:

The City of Brooksville, Florida, as
Registrar and Authenticating Agent

By: _____
Authorized Officer

ATTEST:

Clerk

**GENERAL CERTIFICATE OF THE CITY AS TO
SIGNATURES, NO LITIGATION, INCUMBECEY AND OTHER MATTERS**

The undersigned, Chairperson and Clerk of the City Council of The City of Brooksville, Florida (the "Issuer"), in connection with the issuance this day by the Issuer of the following described Note:

\$3,333,022.00 The City of Brooksville Capital Improvement Revenue Note Series 2011, A financing Energy Performance Projects consisting of one fully-registered Note dated May 18, 2011 bearing a fixed rate of interest and maturing on October 1, 2026.

DO HEREBY CERTIFY to the best of our knowledge, after reasonable investigation that:

I

The following terms in this Certificate shall have the following meanings (terms not defined herein shall have the meanings set forth in the Resolution):

"Purchaser" means SunTrust Equipment Finance & Leasing Corp., Towson, Maryland

"Note" means the obligation described above

"Resolution" means Resolution No. _____ duly adopted by the City Council of The City of Brooksville, Florida on May 16, 2011

II

The Issuer is a political subdivision of the State of Florida

III

Except as otherwise been disclosed to the Purchaser, no litigation or other proceedings are pending or, to our knowledge, threatened against the Issuer in any court or other tribunal of competent jurisdiction, State or Federal, in any way (i) restraining or enjoining the issuance, sale, execution or delivery of the Note, or (ii) questioning or affecting the validity of the Note or the Resolution, or (iii) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, issuance or delivery of the Note

IV

All other representations and warranties of the Issuer in the Resolution are correct as of the date hereof.

V

There has been no material adverse change in the financial condition of the Issuer since the copies of the its financials were presented to the Purchaser in connection with the RFP and Proposal from Purchaser, dated _____, 20__.

VI

The following is a correct list of the names of the members of the City Council and of the date of expiration of their respective terms of office:

<u>NAME</u>	<u>TITLE</u>	<u>ENDING DATE OF CURRENT TERM</u>
	Commissioner	
	Board Member	

VII

Frankie Burnett is the Mayor of the Issuer, elected _____, _____ through _____.

_____ is the CFO/Comptroller of the Issuer since _____.

_____ is the City Manager/ Clerk of The City of _____, Florida, deputized, _____.

VIII

The Issuer has compiled with all agreements and has satisfied all conditions on its part to be observed or satisfied under the Resolution.

IX

The Resolution has been duly adopted and has not been repealed, revoked, rescinded or altered in any manner.

X

The Issuer is not in default, and has not been in default at any time as to principal of and interest on any of its indebtedness.

XI

The note is signed with the manual signatures of the undersigned Mayor and Clerk of the Issuer.

XII

The seal which has been impressed upon this Certificate is the legally enacted, proper and only official seal of the Issuer and such seal has been imprinted upon said Note.

WITNESS, out hand and said corporate seal this 18th day of May, 2011

Chairperson, City Council of the
City of _____, Florida

Clerk, City Council of the
City of _____

(SEAL)

TAX AND ARBITRAGE CERTIFICATE

Capital Improvement Revenue Note, Series 2011, A Financing
Energy Performance Projects in the Aggregate Principal Amount
of \$3,333,022.00

The undersigned are the Chairperson and Clerk of the City Council of The City of Brooksville, Florida (the "Issuer"), being duly charged, with others, with the responsibility for issuing the Issuer's \$3,333,022.00 Capital Improvement Revenue Note, Series 2011, A (Financing of Energy Performance Projects), the ("Note"), HEREBY CERTIFY, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 1 148-0 through 1 148-11 of the Income Tax Regulations (the "Regulations"), as follows:

1. The Note is being issued pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes; as amended, and other applicable provisions of law and Resolution No. _____, adopted May 16, 2011 (the "Resolution"). Unless otherwise specifically defined, all capitalized terms used in this Certificate shall have the meanings as set forth in the Resolution. The proceeds of Note will be used for the purpose of:
 - a.) financing the cost of \$3,333,022.00 within The City of Brooksville, Florida (the "Project");
 - b.) paying the costs of issuing the Note (the "Issuance Expenses")
2. On the basis of the facts, estimates and circumstances in existence on the date hereof, we reasonably expect the following with respect to the Note being issued this day and as to the use of the proceeds thereof:
 - a.) Proceeds in the amount of \$3,333,022.00 (the "Sale Proceeds") are expected to be derived by the Issuer from the sale of the Note to the Purchaser and are expected to be needed and fully expended as follows:
 - (i) \$3,333,022.00 of said proceeds will be deposited in the Issuer's Project Fund and expended within three years from the date hereof to pay Project costs
 - b.) The total Sale Proceeds to be received from the sale of the Note to the Purchaser do not exceed the amount necessary for the purposes described above
 - c.) The Issuer does not expect to sell or otherwise dispose of any property compromising a part of the Project financed with the proceeds of the Note prior to the final maturity date of the Note.

3. Binding contracts or commitments obligating the expenditure of not less than 5 percent of the Sale Proceeds of the Note toward the cost of the Project will be entered into by the Issuer's within 6 months from the date hereof. Work on the Project costs of the Project will proceed with due diligence. It is expected that the Project will be completed and at least 85 percent of the Sale Proceeds of the Note will be allocated to Project expenditures within three years of the date hereof.
4. Not more than 50 percent of the proceeds of the Note will be invested in obligations having a substantially guaranteed yield for 4 years or more.
5. The Resolution provides that the Issuer will utilize Non-Ad Valorem Revenues on each payment date on the Note sufficient to pay principal of and interest on the Note. No separate funds or accounts will be held or reserved by the Issuer from which payments of principal and interest on the Note will be made
6. There are no funds or accounts established pursuant to the Resolution or otherwise which are reasonably expected to be used to pay debt service on the Note, or which are pledged as collateral for the Note (or subject to a negative pledge) and for which there is a reasonable assurance on the part of the Purchaser that amounts therein will be available to pay debt service on the Note if the Issuer encounters financial difficulties
7. Except for preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs, proceeds of the Note will not be used to reimburse the Issuer of the Project costs paid prior to 60 days before May 16, 2011
8. In the event that amounts drawn under the Note are not immediately used to pay or reimburse costs of the Project, the following represents the expectations of the Issuer with respect to the investment of such proceeds of the Note:
 - a.) Proceeds derived from the sale of the Note to be applied to pay Issuance Expenses may be invested at an unrestricted yield for a period not to exceed three years from the date hereof.
 - b.) Proceeds derived from the sale of the Note deposited into the Project Fund to pay Project costs may be invested at an unrestricted yield for a period of time not to exceed three years from the date hereof;
 - c.) Investment earnings on obligations acquired with amounts described in subparagraphs (a) and (b) above may be invested at an unrestricted yield for a period of three years from the date hereof or one year from the date of receipt, whichever period is longer
 - d.) Amounts described in subparagraphs (a) through (c) that may not be invested at an unrestricted yield pursuant to such subparagraphs, may be

invested at an unrestricted yield to the extent such amounts do not exceed \$100,000 (the "Minor Portion"); and

- e.) Amounts described in subparagraph (d), not invested at an unrestricted yield pursuant to such subparagraph, shall be invested at a yield not in excess of the yield on the Note plus 1/8 of one percentage point

To the extent that any amounts described in this Paragraph 8 are not permitted to be invested at an unrestricted yield, the Issuer may satisfy the applicable yield restriction by causing the appropriate amount of yield reduction payments to be made to the United States as permitted by Section 1.148-5 c of the Regulations.

9. For purposes of this Certificate, "yield" means that yield which when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the purchase price of such obligation. The yield on obligations acquired with the proceeds derived from the sale of the Note and the yield on the Note shall be calculated by the use of the same frequency interval of compounding interest. In the case of the Note, the purchase price is \$3,333,022.00. The purchase price of the Note and the interest rate thereon were arrived at as a result of an arms length negotiation between the Issuer and the Purchaser. The Purchaser is acquiring the Note primarily for its own account and is not acting as a broker or other intermediary for the purpose of reselling the Note to other investors. Any investments acquired with amounts that may not be invested at an unrestricted yield pursuant to Paragraph 8 above shall be purchased at prevailing market prices and shall be limited to securities for which there is an established market, shall be United States Treasury Obligations- State and Local Government Series, or shall be tax-exempt obligations under 103(a) of the Code the interest on which is not an item of tax preference within the meaning of Section 57(a) (5) of the Code.
10. No portion of the proceeds of the Note will be used as a substitute for other moneys of the Issuer which were otherwise to be used to acquire or construct the Project and which have been or will be used to acquire directly or indirectly, obligations producing a yield in excess of the yield on the Note.
11. There are no other obligations of the Issuer that (i) are being sold at substantially the same time as the Note (within 15 days) (ii) are being sold pursuant to a common plan of financing together with the Note, and (iii) will be paid out of substantially the same source of funds as the Note.
12. The Issuer has covenanted in the Resolution that so long as the Note remains outstanding, the moneys on deposit in any fund or account maintained in connection with the Note, will not be used in any manner that would cause the Note to be "arbitrage Notes" within the meaning of Section 148 of the Code or Notes not described under Section 103(a) of the Code and the applicable regulations promulgated from time to time thereunder.

13. Neither the Issuer nor any person related to the Issuer has entered or is expected to enter into any hedging transaction (such as an interest rate swap, cap or collar transaction) with respect to the Note.
14. The weighted average maturity of the Note does not exceed 120 percent of the reasonably expected economic life of the Project (within the meaning of Section 147(b) of the Code).
15. None of the proceeds of the Note will be used (directly or indirectly) to acquire any property which prior to its acquisition was used (or held for use) by a person other than a state or local governmental unit in connection with an output facility. For purposes of this Certificate, the term "output facility" means electric and gas generation, transmission, and related facilities
16. None of the proceeds of the Note will be used (directly or indirectly) to make or finance loans to any person
17. Not more than 10% of the proceeds of the Note will be used (directly or indirectly) in a trade or business (or to finance facilities which are used in a trade business) carried on by any person other than a governmental unit. Not more than 5% of the proceeds of the Note will be used (directly or indirectly) in trade or business (or to finance facilities which are used in a trade or business) carried on by any person other than a governmental unit which private business use is not related to any governmental use or is disproportionate to governmental use, all as described in Section 141(b)(3) of the Code ("Unrelated or Disproportional Use"). For the purpose of this Paragraph, use by a nongovernmental person as a member of the general public shall not be taken into account
18. Paragraph 17 shall apply only if the payment of 10% or more (5% or more in the case of Unrelated or Disproportional Use) of the principal of or interest on the Note is (under the terms of such Note or any underlying arrangement) directly or indirectly secured by any interest in property used or to be used for a private business use or in payments in respect of such property or derived from payments whether or not to the Issuer in respect of property or borrowed money used or to be used for a private business use.
19. The Issuer reasonably expects that the Project will be owned and operated throughout the term of the Note in a manner which complies with the requirements set forth in Paragraph 17 above. The Issuer will not change the ownership or use all or any portion of the Project in a manner that fails to comply with Paragraph 17 above, unless it receives an opinion of Issuer Counsel that such change of ownership or use will not adversely affect the exclusion of interest on the Note from the gross income for federal income tax purposes.

20. The payment of the principal of an interest on the Note is not and will not be guaranteed directly or indirectly by the federal government within the meaning of Section 149(b) of the Code.
21. This Certificate is, in part, to serve as a guideline in implementing the requirements of Sections 141 to 150 of the Code. If regulations, rulings, announcements and notices validly promulgated under the Code contain requirements which differ from those outlined here which must be satisfied for the Note to be tax-exempt or in order to avoid the imposition of penalties under Section 148 of the Code, pursuant to the covenants contained in the Resolution, the Issuer is obligated to take such steps as are necessary to comply with such requirements. If under those pronouncements, compliance with any of the requirements of this Certificate is not necessary to maintain the exclusion of interest on the Note from gross income and alternative minimum taxable income (except to the extent of certain adjustments applicable to corporations) or to avoid the imposition of penalties on the Issuer under Section 148 of the Code, the Issuer shall not be obligated to comply with that requirement. The Issuer has been advised to seek the advice of competent counsel with a nationally recognized expertise in matters affecting exclusion of interest on municipal bonds from gross income in fulfilling its obligations under the Code to take all steps as are necessary to maintain the tax-exempt status of the Note.
22. To the best of our knowledge, information and belief, the above expectations are reasonable.

IN WITNESS WHEREOF, we have hereunto set our hands this ___th day of _____, ____

THE CITY OF BROOKSVILLE, FLORIDA

By: _____
Chairman

By: _____
Clerk

FORM OF OPINION OF ISSUER'S COUNSEL

May 18, 2011

Mayor & City Council of
The City of Brooksville, Florida
Brooksville, Florida

[BOND COUNSEL FIRM]
_____, Florida

SunTrust Equipment Finance & Leasing Corp.
Towson, MD

Capital Improvement Revenue Note, Series 2011 Financing of
Energy Performance Projects in the Aggregate Principal Amount
of \$3,333,022.00

Ladies and Gentlemen:

I have participated as counsel for The City of Brooksville, Florida (the "City") in connection with the issuance of its \$3,333,022 City of Brooksville, Florida Capital Improvement Revenue Note, Series 2011 (the "Note"), pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of _____, Florida, as amended, other applicable provisions of law, and a Resolution duly adopted by the City Council of the City on May 16, 2011_ (the "Resolution"). Any capitalized terms used herein not otherwise defined shall have the meaning set forth in the Resolution.

In rendering this opinion, I have examined I have examined such proceedings and records of City and made such inquiry of the City as I deem necessary.

In giving the opinions expressed below, I do not purport to be an expert in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction (including, but not limited to, the laws of the United State) oter than the laws of the State of Florida.

Based on such participation, examination, and inquiry, I am of the opinion, as of the date hereof, that:

1. The City is a political subdivision of the State of Florida, as such term is defined under the Section 103 of the Internal Revenue Code of 1986, as amended, with the full right, power, and authority to adopt the Resolution, to issue the Note, to perform its obligations under the Note and under the Resolution and to consummate the transactions contemplated by such instruments.

2. The Resolution was duly adopted by the City Council of The City of Brooksville at a duly called public meeting following proper public notice, and has not been otherwise amended or repealed and is in full force and effect as of the date hereof. The Resolution constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

3. The Note has been duly authorized, executed, and delivered by the City and constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms (subject only to enforceability of any remedies to any applicable bankruptcy or insolvency laws or other laws affecting creditor's rights generally, from time to time in effect).

4. The adoption of the Resolution, and the authorization, execution, and delivery of the Note, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulations, consent, decree, ordinance, resolution, constitutional provision, or any agreement or other instrument to which the City was or is subject, as the case may be, nor will such enactment, adoption, execution, delivery authorization or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any property or assets of the City, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Resolution.

5. All approvals, consents, authorizations and order of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligation under the Resolution have been obtained and are in full force and effect.

6. The City is lawfully empowered to acquire, complete and engage in all manners incidental to the Project and to pay associated costs of issuance.

7. There is no litigation pending or threatened, to restrain or enjoin the issuance or sale of the Note, or in any way, affecting any authority for or the validity of the Note, the Resolution, or the pledge of and covenant to budget and appropriated Non-Ad Valorem Revenues.

8. Neither the corporate existence or the title of any present City Council Member, the Mayor, or other officials thereof to their respective office is being contested.

This Opinion may be relied upon by addressees hereof as well as by their successors and assigns, but only respect to the matters expressly set forth herein.

Very truly yours,

FORM OF OPINION OF TAX COUNSEL

May 18, 2011

Mayor & City Council of
The City of Brooksville, Florida
Brooksville, Florida

SunTrust Equipment Finance & Leasing Corp.
Towson, MD

Capital Improvement Revenue Note, Series 2011 Financing of
Energy Performance Projects in the Aggregate Principal Amount
of \$3,333,022.00

Ladies and Gentlemen:

We have acted as note counsel in connection with the issuance by The City of Brooksville, Florida (the "City") of its \$3,333,022 City of Brooksville, Capital Improvement Revenue Note, Series 2011 (the "Note"), pursuant to the Constituion of the State of Florida, Chapter 166, Florida Statutes, the Charter of _____, Florida, as amended, other applicable provisions of law, and a Resolution duly adopted by the City Council of the City on May 16, 2011 (the "Resolution"). Any capitalized terms used herein not otherwise defined shall have the meaning set forth in the Resolution.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Resolution and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

In rendering this opinion, we have examined and relied upon the opinion of even date herewith of _____, City Attorney, as to the due creation and valid existence of the City, the due adoption of the Resolution and the due execution and delivery of the Note.

The Note is primarily payable from and secured primarily by a pledge of and covenant to budget and appropriate Non-Ad Valorem Revenues as provided in the Resolution.

The Note is a firm term obligation of the City in that the obligations created by the Note are non-cancellable and may not be terminated or extinguished by a failure to appropriate funds or by any means other other than those expressly permitted in the Note and Resolution; however the Note does not constitute a general obligation or indebtedness of the City within

the meaning of any constitutional, statutory or other limitation of indebtedness and the holders thereof shall never have the right to compel the exercise of any ad valorem taxing power of the City or taxation in any form of any real or personal property for the payment of the principal of or interest on the Note.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the federal income tax laws of the United States of America.

Based on our examination, we are of the opinion, as of the date hereof, as follows:

1. The Note has been duly authorized, executed and delivered by the City and are a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the source provided therefore in the Resolution.
2. The interest on the Note is excluded from the gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not treated as an item of preference under Section 57 of the Code for purposes of the alternative minimum tax imposed on individuals and corporations. This Note is not a "qualified tax exempt obligation" as defined in Section 265(b)3 of the Code. Under the Code, portions of the interest on the Note earned by certain corporations (as defined for federal income tax purposes) may be subject to corporate alternative minimum tax, and interest on the Note may be subject to branch profits imposed on certain foreign corporations doing business in the United States, and to a tax imposed on excess net passive income of certain S corporations.
3. The Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Note to be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Note to be included in federal gross income retroactive to the date of issuance of the Note, as applicable, regardless of the date on which such non-compliance occurs or is ascertained. The City has covenanted in the Resolution to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Note.
4. The Note and income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, on interest, income, or profits on debt obligations owned by corporations, banks and saving associations.

The foregoing opinions are qualified by and valid upon, the accuracy of the representations and certifications and compliance by the City with the covenants, representations and certifications made by the City in the Resolution, Tax Certificate, and other closing documents. The accuracy of those representations and certifications, and the continued compliance by the City may be necessary for the interest on the Note to be and remain excluded from the gross income for federal income tax purposes and for certain of the other tax effects stated herein. Failure to comply with certain of those covenants subsequent to the issuance of the Note could cause the interest thereon to be included in the gross income for federal tax purposes retroactively to the date of issuance of the Note. We express no opinion as to any other federal tax consequences regarding the Note.

It is to be understood that the rights of the owners of the Note and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted.

We have not passed upon any matters relating to the business affairs or condition (financial or otherwise) of the City, and no inference should be drawn that we have expressed any opinion on matters relating to the ability of the City to perform its obligations under the Note and the Resolution.

Our opinions expressed herein are predicated upon present law, acts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

This Opinion may be relied upon by addressees hereof as well as by their successors and assigns, but only respect to the matters expressly set forth herein.

Very truly yours,

Tab No. 9

IRS Form 8038-G is to be prepared by the Note Counsel.

CERTIFICATE REGARDING INTEREST RATE

In accordance with the provisions of Section 215.84(3), Florida Statutes, I, the undersigned officer of the City Council of The City of Brooksville, Florida (the "Issuer"), DO HEREBY CERTIFY AND ATTEST, that on this 18th day of May 2011, the rate of interest on the Note described below does not exceed the average net interest cost rate, computed by adding 300 basis points to the The Bond Buyer "20 Bond Index" published immediately preceding the first dat of the calendar month in which the Note is sold.

The Note shall be defined as:

Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects in the aggregate principal amount of \$3,333,022.00 (the "Note"), consisting of one fully-registered Note dated May 18, 2011, bearing a fixed rate and maturing on October 1, 2026;

IN WITNESS WHEREOF, I have hereunto set my hand and seal in furtherance of the certification and attestations contained herein, on this 18th day of May 20_11:

THE CITY OF BROOKSVILLE, FLORIDA

By: _____
Name:
Title: Comptroller/CFO

ATTEST:

Clerk

Tab No. 11

Notices of Sale to FL Division of Bond Finance are to be completed by the Note Counsel.

PURCHASER DISCLOSURE LETTER

The undersigned, as Purchaser, proposes to negotiate with The City of Brooksville, Florida (the "Issuer") for the private purchase of its Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects (the "Note") in the aggregate principal amount of \$3,333,022.00. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us by SunTrust Equipment Finance & Leasing Corp. (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

SunTrust Equipment Finance & Leasing Corp.
Purchaser's Legal Credit and Closing Fees
\$5,000.00 (paid by STEFL internally)

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Bank Purchaser is \$0.

7. Truth-in-Bonding Statement:

The Note are being issued primarily to finance the cost of the Projects. Unless earlier redeemed, the Note is expected to be repaid at the end of approximately 185 months. Assuming a fixed interest rate of 4.1360%, total interest paid over the life of the Note is estimated to be \$1,224,696.20 and issuance of the Note is estimated to result in maximum of approximately \$303,847.88 of annual revenues of the Issuer not being available to finance other services of the Issuer during the life of the Note.

8. The name and address of the Purchaser is as follows:
SunTrust Equipment Finance & Leasing Corp.
300 East Joppa Road, 7th Floor
Towson, Maryland 21286

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser on this 18th day of May 2011.

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.

By: _____

Name: D. S. Keough

Title: Vice President

PURCHASER'S CERTIFICATE

This is to certify that SunTrust Equipment Finance & Leasing Corp.(the "Purchaser") has not required The City of Brooksville, Florida (the "Issuer") to deliver any offering document or prospectus and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$3,333,022.00 City of Brooksville, Florida Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on _____ ("Note Counsel") or the County Attorney ("Issuer's Counsel") as to any such matters other than the legal opinions rendered by Note Counsel and Issuer Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the Issuer on May 16, 2011 relating to the Note (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are currently purchasing the Note primarily as an investment for our own account or for that of our affiliates as part of a consolidated taxpayer filing and not with a present view to a resale or other distribution to the public. We understand that the Note may not be transferred in a denomination less than \$100,000 under any circumstance, but that the Note is otherwise transferable, in whole or in part, subject to securities and blue sky laws of the Untited States and the State, if any and to the extent the same are applicable.

We are a wholly-owned subsidiary of a bank and an accredited investor under 17 CFR 230.144, and, therefore, qualify as an exempt purchaser of securities under Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 18th day of May 2011.

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.

By: _____
Name: D. S. Keough
Title: Vice President

RECEIPT FOR NOTE

RECEIPT IS HEREBY ACKNOWLEDGED of the following described obligation of The City of Brooksville, Florida:

Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects in the aggregate principal amount of \$3,333,022.00 (the "Note"), consisting of one fully-registered Note dated May 18, 2011, bearing a fixed rate of interest and maturing on October 1, 2026;

Dated this 18th day of May 2011.

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.**

By: _____
D. S. Keough
Vice President

CLOSING MEMORANDUM

**\$3,333,022.00 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2011
FINANCING OF ENERGY PERFORMANCE PROJECTS
ISSUED BY THE CITY OF BROOKSVILLE, FLORIDA TO
SUNTRUST EQUIPMENT FINANCING & LEASING CORP.**

Pre-Closing: Pre-Closing will be held telephonically, on or before May 17, 2011 beginning at 3:00 P.M. EDT. On or before pre-closing all, documents will be executed and originals will be overnighted to SunTrust Equipment Finance & Leasing Corp., Attn: Donald S. Keough, Esquire, 300 East Joppa Road, 7th Floor, Towson, Maryland 21286, and held in trust until such time as the wires and original documents are released by the Parties.

Closing: By wire transfer, the morning of May 18, 2011. Counsel for each of the Parties will confirm by e-mail the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the Parties.

Wire Transfers: On the morning of May 18, 2011, SunTrust Equipment Finance & Leasing Corp. will wire \$3,333,022.00 in Note Proceeds for the purchase of the City's Capital Improvement Revenue Note, Series 2011 to SunTrust Bank, as escrow bank for The City of Brooksville, Florida Project Fund, as such term is defined in the Resolution. Proceeds are to be deposited in accordance with the terms of the Resolution and the Escrow Agreement.

Sources and Uses of Funds:

Par Value/Principal Amount of Note	\$3,333,022.00
TOTAL SOURCES	\$3,333,022.00
Deposit to Project Fund	\$3,333,022.00
Cost of Issuance Fund	\$0.00
NOTE PROCEEDS	\$3,333,022.00

Attest:

THE CITY OF BROOKSVILLE, FLORIDA

By: _____
Mayor

THE HOGAN LAW FIRM

We mean businessSM

**TO: T. JENNENE NORMAN-VACHA, CITY MANAGER and
CITY COUNCIL of THE CITY OF BROOKSVILLE**

FROM: THE HOGAN LAW FIRM

**RE: SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
ESCROW AGREEMENT FOR PROJECT FUND**

DATE: MAY 9, 2011

This firm has been asked to review the Escrow Agreement for Project Fund by and between SunTrust Equipment Financing & Leasing Corporation, a Virginia corporation, and SunTrust Bank, a Georgia corporation, and the City of Brooksville.

The documents speak for themselves; however, certain provisions are called to attention herein below:

The initial "deposit amount" consist of the entire amount borrowed by the City of Brooksville from SunTrust. It is noted that another division, a separate corporation also owned by SunTrust Holding, serves as the escrow agent. In other words, the City of Brooksville will borrow \$3,333,022 from SunTrust - Virginia and deposit into SunTrust - Georgia which will serve as the Escrow Agent. SunTrust - Virginia will make money on the interest charged to the City of Brooksville for borrowing the funds and SunTrust - Georgia will make money charged as the Escrow Agent.

The monies will be held in escrow until they are paid to the vendors in the furtherance of the energy savings project. The funds can be disbursed from escrow only upon the signature of both the City of Brooksville and SunTrust - Virginia.

The Escrow Agent, SunTrust - Georgia is immune from liability except in the case of proven gross negligence or willful misconduct. The escrow document provides in pertinent part:

" . . . Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder . . . "

In other words, the Escrow Agent is not liable for any actions unless they are proven to be grossly negligent or commit willful misconduct. The Hogan Law Firm may be liable to all parties if the Escrow Agent claims to be acting upon advice given by this firm. Therefore, naturally, this firm will be very prudent and circumspect with regard to opinions given in this matter.

The Escrow Agreement in Section 3.4, indicate that prepayment will bear a penalty of 2% which seems to be inconsistent with the Note which described a 1% penalty. This will be cleared up. The Escrow Agreement requires that disbursed funds be applied first to any overdue payments or debts owed to SunTrust – Virginia.

Sections 4.2, SunTrust – Georgia has the right to make investments of the escrowed funds. The investments will be held in the name of SunTrust – Georgia. The Escrow Agreement allows *“such investments and re-investments shall be made giving full consideration for the time for which the funds are required to be available. Any income received on such investments shall be credited to the Project Fund and any losses on such investments shall be charged to the Project Fund. Escrow Agent (SunTrust – Georgia) shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this . . . Agreement.”*

The agreement goes on to say in Section 5.2, *“Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.”*

If there is a dispute between SunTrust – Virginia and the City, the Escrow Agreement spells out the procedure under which SunTrust – Georgia will resolve the dispute including but not limited to the payment of funds into the registry of the court. If there is a dispute, the agreement requires that the City pay all costs incurred in the resolution of that dispute.

SunTrust – Georgia, the Escrow Agent, is entitled to collect a fee *“the Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable solely from the interest earnings from the Project Fund. In the event that a shortfall occurs, said shortfall shall be the responsibility of the Issuer (The City) and not the responsibility of Escrow Agent (SunTrust – Georgia), Purchaser (SunTrust – Virginia) . . .”*

The agreement allows SunTrust – Georgia to charge investment fees. *“Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investments . . .” The investment fees will be deducted from the Project Fund.*

The agreement is governed by the laws of the State of Florida except in the case of a question regarding the fiduciary duties, standards or conduct of the Escrow Agent which in that case will be governed by the Commonwealth of Virginia.

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ESCROW AGREEMENT FOR PROJECT FUND

This ESCROW AGREEMENT, made and entered into as of the Date shown on Schedule I, by and among SUNTRUST EQUIPMENT FINANCE & LEASING CORP., a Virginia corporation ("Purchaser"), the Issuer named on Schedule I, which is a political subdivision or public body politic and corporate of the State or Commonwealth shown on Schedule I ("Issuer"), and SUNTRUST BANK, a Georgia banking corporation, as Escrow Agent ("Escrow Agent").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Escrow Agreement, have the meanings specified below or on Schedule I.

"**Project Costs**" means, with respect to the Project, the costs associated with and expenses to be paid to the person or entity entitled to such payment upon acquisition, construction, completion of improvements or delivery and/or completion of any portion of the Project in accordance with the purchase order, scope of work, or contract therefor. Project Costs may include the administrative, engineering, legal, financial and other costs incurred by Issuer in connection with the acquisition, delivery and financing of the Project.

"**Project**" means the capital improvement projects as defined in the energy performance contract with Energy Systems Group to be financed with the moneys held in the Project Fund.

"**Project Fund**" means the account by that name established and held by Escrow Agent pursuant to Article II of this Escrow Agreement.

"**Escrow Agent Fee**" has the meaning set forth in Section 6.1 and the amount of such Escrow Agent Fee is shown on Schedule I.

"**Escrow Agreement**" means this Escrow Agreement and any duly authorized and executed amendment or supplement hereto.

"**Initial Deposit Amount**" means the amount shown as the Initial Deposit Amount on Schedule I.

"**Note**" means the Note, together with the Resolution adopted by the Issuer identified on Schedule I and defined more fully herein, and duly authorizing the issuance of the Note.

"**Resolution**" means the Resolution, dated as of the date shown on Schedule I, by the Issuer, and

any duly authorizing and approving the Escrow Agreement, the creation of the Project Fund, the issuance of the Note, and the financing and completion of the Project.

"**Disbursement Form**" means the document substantially in the form attached hereto as Exhibit A to be executed by Issuer and Purchaser and submitted to Escrow Agent to authorize payment of Project Costs.

"**Qualified Investments**" means the ST Leasing – SunTrust Bank Corp Agency NOW Account, a SunTrust Deposit Account for Escrow customers of SunTrust Equipment Finance & Leasing Corp. and SunTrust Bank. By signing this Escrow Agreement, Issuer acknowledges that such Qualified Investment is a permitted investment under any state, county or municipal law applicable to the investment of Issuer's Project Funds. Should the current Qualified Investment be deemed to be non-compliant with any laws of the State or investment protocol of the Issuer, then the parties shall cooperate in replacing the current Qualified Investment with another investment that is legally permitted by the laws of the State and the investment protocol of the Issuer.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1. Appointment of Escrow Agent. Issuer and Purchaser hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder.

Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of Escrow Agent so acting or failing to so act; *provided, however*, Escrow Agent shall not be relieved from liability for damages arising out of its proven gross negligence or willful misconduct under this Escrow Agreement. Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall not be bound in any way by any agreement or contract between Purchaser and Issuer, including the Master Lease, whether or not Escrow Agent has knowledge of any such agreement or contract.

Section 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the representatives whose signatures are affixed hereto.

ARTICLE III. PROJECT FUND

Section 3.1. Project Fund. Escrow Agent shall establish a special escrow account designated as the "Project Fund" (the "Project Fund"), shall keep such Project Fund separate and apart from all other funds and moneys held by it and shall administer such Project Fund as provided in this Escrow Agreement and permitted under the Resolution.

Section 3.2. Deposit. Upon delivery of the Note by the Issuer to Purchaser and delivery of all documents required to be delivered thereunder, Purchaser shall deposit or cause to be deposited with Escrow Agent an amount equal to the Initial Deposit Amount. Escrow Agent shall credit such amount to the Project Fund. The Initial Deposit Amount is to be sent by Purchaser to Escrow Agent by wire transfer to:

SunTrust Bank
ABA 061000104
A/C 9443001321
Escrow Services Richmond
Beneficiary as shown on Schedule I
Attn: Matthew Ward

Section 3.3. Disbursements. Escrow Agent shall use the moneys in the Project Fund from time to time to pay all or a portion of the Project Cost, within a reasonable time of receipt with respect thereto of a Disbursement Form executed by Purchaser and Issuer. Upon receipt of a Disbursement Form executed by Purchaser and Issuer, an amount equal to or less than the total amount of the Project Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Disbursement Form submitted to Purchaser will be accompanied with schedules, invoices and other supporting documentation attached to it (i.e. evidence of reasonable proof of the disbursement, the validity of payment, the lack of fraud, and the relation of the Disbursement to the Project), Purchaser will send to Escrow Agent only the page or pages showing the signatures of Purchaser and Issuer, the Project Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Disbursement Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 3.4. Transfers Upon Completion. Unless all of the funds deposited by Purchaser in the Project Fund have been previously disbursed pursuant to Section 3.3 or paid to Purchaser pursuant to Section 3.5, on the Ending Date shown on Schedule I, Escrow Agent shall pay upon written direction all remaining moneys in the Project Fund to Purchaser or its assignee for application as a prepayment of the unpaid Principal under the related Lease. Any amounts paid pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. No other prepayment fees, if any and as listed as the Prepayment Price, shall apply. The Prepayment Price, or pro rata portion thereof, shall be applicable to any other partial or whole principal prepayment made by the Issuer. Purchaser shall apply amounts received under this Section 3.4

first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Note and Resolution, then to overdue Principal and Interest on the Note and then, in the sole discretion of Purchaser, either (i) to Principal payments thereafter due under the Note in the inverse order of their maturities or (ii) proportionately to each Principal payment thereafter due under the Note. In the event that Purchaser elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Issuer shall continue to make Payments as scheduled in the applicable Note and its attached Payment Schedule. In the event that Purchaser elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Purchaser shall provide Issuer with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Payments due under the Note. Capitalized terms used in this Section 3.4, but not defined herein, shall have the meanings given to such terms in the Note. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 3.4.

Section 3.5. Liquidation. Upon receipt of written notice from Purchaser or Issuer that the Note has been terminated in accordance with the terms of the Note and/or Resolution, Escrow Agent shall liquidate all investments held in the Project Fund and transfer the proceeds thereof and all other moneys held in the Project Fund to Purchaser.

Section 3.6. Responsible Party. The Issuer shall be responsible for the initiation of the disbursement process pursuant to Section 3.3 hereof. Neither Escrow Agent nor Purchaser shall be responsible for any additional monies assessed to Issuer resulting from disbursements made from the Project Fund.

ARTICLE IV. TRUST; INVESTMENT

Section 4.1. Irrevocable Trust. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Purchaser and Issuer, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Purchaser or Issuer (other than Purchaser's first, priority security interest and lien which granted hereunder, deemed perfected by the execution of this Escrow Agreement, and permitted under the Resolution).

Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Project Fund or any part of the Project Fund or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Project Fund or any part thereof.

Section 4.2. Investment. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent only in Qualified Investments. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Purchaser and Issuer. Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article IV. Such investments and re-investments shall be made giving full

consideration for the time at which funds are required to be available. Any income received on such investments shall be credited to the Project Fund and any loss on such investments shall be charged to the Project Fund. Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article IV.

Section 4.3. Disposition of Investments. Escrow Agent shall, without further direction from Purchaser or Issuer, sell such investments as and when required to make any payment from the Project Fund.

Section 4.4. Accounting. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Purchaser or Issuer, or the agent of either of them, at any time during regular business hours upon prior written request. Escrow Agent shall furnish to Purchaser and Issuer no less than quarterly an accounting of all investments and interest and income therefrom.

Section 4.5. Termination. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder. Notwithstanding the foregoing, this Escrow Agreement shall not be considered to be terminated until all fees, costs and expenses of Escrow Agent have been paid in full. Upon termination, Escrow Agent shall be discharged from all duties and responsibilities under this Escrow Agreement.

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1. Validity. Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

Escrow Agent shall be entitled to rely upon any statement, certificate, document or instrument presented to it by or on behalf of Issuer by any of the Issuer's Authorized Representatives shown on Schedule I and shall be entitled to rely upon any such statement, certificate, document or instrument presented to it by any other person who identifies himself or herself as an authorized representative of Issuer.

Section 5.2. Use of Counsel and Agents. Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers. Escrow Agent shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder and shall be paid or reimbursed the reasonable fees and expenses of such counsel, as provided in Section 6.1. Escrow Agent shall not be answerable for the default or

misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 5.3. Interpretation. As an additional consideration for and as an inducement for Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, Escrow Agent shall be entitled, at the option of Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, Escrow Agent shall make no delivery or other disposition of the Project Fund or any part of the Project Fund. Anything herein to the contrary notwithstanding, Escrow Agent shall not be or become liable to such parties or any of them for the failure of Escrow Agent to comply with the conflicting or adverse demands of such parties or any of such parties.

Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Project Fund or any part thereof or to otherwise act hereunder, as stated above, unless and until:

1. the rights of such parties have been finally settled by binding arbitration or duly adjudicated in a court having jurisdiction of the parties and the Project Fund; or
2. the parties have reached an agreement resolving their differences and have notified Escrow Agent in writing of such agreement and have provided Escrow Agent with indemnity satisfactory to Escrow Agent against any liability, claims or damages resulting from compliance by Escrow Agent with such agreement.

In the event of a disagreement between such parties as described above, Escrow Agent shall have the right, in addition to the rights described above and at the option of Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all money and property comprising the Project Fund and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties and responsibilities under this Escrow Agreement; *provided, however*, that the filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing and discharge of Escrow Agent of its duties and responsibilities hereunder.

The parties hereto jointly and severally agree that, whether under this Section 5.3 or any other provisions of this Escrow Agreement, in the event any controversy arises under or in connection with this Escrow Agreement or the Project Fund or in the event that Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Project Fund, to pay to Escrow Agent reasonable additional compensation for its extraordinary services and to reimburse Escrow Agent for all costs and expenses associated with such controversy or litigation, including reasonable attorney's fees.

Section 5.4. Limited Liability of Escrow Agent. Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its proven gross negligence or willful misconduct. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Note, Resolution or ancillary financing documents, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

Section 5.5. Indemnification. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this Section 5.5, shall be furnished.

To the extent permitted by applicable law, Issuer agrees to indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Purchaser or Issuer, (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Issuer agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, if any assumption of defense is not reasonably acceptable to Purchaser and/or Escrow Agent, then the Indemnified Party shall have the right, and Issuer agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Purchaser or Issuer.

Issuer hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow Agreement.

ARTICLE VI. COMPENSATION

Section 6.1. Escrow Agent Fee. Escrow Agent and/or Purchaser shall be paid by Issuer the Escrow Agency Fees shown on Schedule I for the ordinary services to be rendered hereunder (the "Escrow Agency Fees") from interest earnings from a deduction taken by Purchaser and expressly authorized by Issuer at the time the Escrow Account is closed, and will be paid and/or reimbursed by Issuer upon request for all costs, expenses, disbursements and advances, such as reasonable attorney's fees and court costs, incurred or made by Escrow Agent in connection with carrying out its duties hereunder, including the costs, expenses, disbursements and advances described in Sections 5.2, 5.3 and 6.2. The Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable solely from the interest earnings from the Project Fund. In the event a shortfall occurs, said shortfall shall be the responsibility of Issuer and not the responsibility of Escrow Agent, Purchaser, or their agents or assigns. Such shortfall shall be paid by Issuer to Escrow Agent within 30 days following receipt by Issuer of a written statement setting forth such shortfall.

Section 6.2. Investment Fees. Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Project Fund (the "Investment Fees"). Investment Fees, if any, are more fully delineated and defined in any prospectus referenced in or attached to the attached Schedule I. Other Investment Fees may apply for self-directed investment choices or for extraordinary investments outside the Qualified Investment defined herein. Purchaser and Issuer hereby authorize Escrow Agent to periodically deduct the Investment Fees from investment earnings on the Project Fund.

Section 6.3. Security for Fees and Expenses. Aside from the Purchaser's lien and beneficial interest related to the Issuer's pledge of the Project Fund as security for repayment of the Issuer's obligations under the Note, there shall be no UCC or security interest which shall be in contravention of the laws of the State.

ARTICLE VII. CHANGE OF ESCROW AGENT

Section 7.1. Removal of Escrow Agent. Purchaser and Issuer, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

Section 7.2. Resignation of Escrow Agent. Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Purchaser and Issuer. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, Escrow Agent shall be entitled to tender into the custody of a court of competent jurisdiction all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

Section 7.3. Merger or Consolidation. Any entity into which Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 7.1) shall be the successor to Escrow Agent without any execution or filing or further act.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail, by facsimile or by overnight courier to the party entitled thereto at its contact information specified on Schedule I, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address or facsimile number specified in Schedule I. Any notice given by any party shall be given to both other parties.

Section 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Purchaser may freely assign all or any part of its interest in this Escrow Agreement and the Project Fund in connection with an assignment by Purchaser of its rights under the Lease.

Section 8.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire

agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Master Lease.

This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 8.6. Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 8.7. Further Assurances and Corrective Instruments. Purchaser and Issuer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

Section 8.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Florida, except with regard to matters which pertain to fiduciary duties, standards, or conduct of the Escrow Agent, which shall be governed by the laws of the Commonwealth of Virginia.

Section 8.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Escrow Agreement.

Section 8.10. Waiver of Jury Trial. Purchaser, Issuer and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

Section 8.11. No Tax Reporting. Escrow Agent will not be responsible for tax reporting of any income on the Project Fund.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the Date of Escrow Agreement shown on Schedule I.

SUNTRUST BANK,
Escrow Agent

SUNTRUST EQUIPMENT FINANCE &
LEASING CORPORATION,
Purchaser

By: _____
Name: _____
Title: _____

By: _____
Name: Donald S. Keough
Title: Vice President

CITY OF BROOKSVILLE, FLORIDA
Issuer

By: _____
Name: _____
Title: _____

[SEAL]

Schedule I Information to Complete Escrow Agreement
Exhibit A Disbursement Form

SCHEDULE I

INFORMATION TO COMPLETE ESCROW AGREEMENT

STEFL Account Number: 443-40-08017-001

Resolution: _____

Note: \$3,333,022.00 Capital Improvement Revenue Note, Series 2011, A Financing Energy Performance Projects, issued by the City of Brooksville, Florida, on May 18, 2011.

Date of Escrow Agreement: May 18, 2011

Name of Issuer: The City of Brooksville, Florida

Issuer's State / Commonwealth: Florida

Escrow Agency Fees: \$250.00 (payable from interest earnings, if any)
Investment Fees, if any, are more fully defined on the attached prospectus or summary sheet, if any. Obviously, some investment vehicles produce a yield for the financial institution in excess of the published yield to the depositor.

Initial Deposit Amount: \$3,333,022.00

Beneficiary Name for Fund: The City of Brooksville, FL and SunTrust Equipment Finance & Leasing Corp.

Ending Date: November 18, 2012

Issuer's Address: 201 Howell Avenue
Brooksville, FL 34601

Attention: Steve Baumgartner

Issuer's Telephone: (352) 540-3888

Issuer's Facsimile: (352) 544-5424

Issuer's Taxpayer Identification Number: 59-6000284

Issuer's Authorized Representatives Frankie Burnett, Mayor
_____ [signature]

Escrow Agent's Address: SunTrust Bank
919 East Main Street, 7th Floor
Richmond, VA 23219
Attention: Matt Ward

Escrow Agent's Telephone: (804) 782-7182
Escrow Agent's Facsimile: (804) 782-7855

Purchaser's Address: SunTrust Equipment Finance & Leasing Corp.
300 E. Joppa Road, 7th Floor
Towson, Maryland 21286
Attention: Escrow Disbursement Coordinator

Purchaser's Telephone: (410) 307-6749
Purchaser's Facsimile: (410) 307-6665
Purchaser's Taxpayer Identification Number: 26-1256148

Fact Sheet: SunTrust Bank Escrow Deposit Account for SunTrust Equipment Finance & Leasing Corp. Customers

The SunTrust Bank Escrow deposit account was established exclusively for municipal and not-for-profit clients of SunTrust Leasing. It allows the client's escrow funds to earn a competitive rate of interest, indexed to the Federal Reserve fund ("fed funds") rate.

Features include:

- Interest earned on 100% of the collected balances (with no deduction for reserves).
- Interest is paid/credited monthly.
- Unlimited access for escrow activity.
- No transaction fees.
- No minimum balance requirement.
- No monthly maintenance fee.
- FDIC Insured.
- 100% Collateralized by bonds or obligations of the United States, and /or bonds or obligations guaranteed as to principal and interest by the United States.

Current Rate:

Interest Rate

Date

Interest Rates vary according to market conditions and variables and are set by SunTrust Bank and tied to the Fed Funds Rate, when applicable.

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – May 16, 2011

1. **TYPE:** Letter
 DATE RECEIVED: April 21, 2011
 RECEIVED FROM: Florida Department of Community Affairs
 ADDRESSED TO: Mayor
 SUBJECT: Acceptance of the CDBG Grant Application

2. **TYPE:** Letter
 DATE RECEIVED: April 27, 2011
 RECEIVED FROM: Florida Department of Environmental Protection
 ADDRESSED TO: Department of Public Works
 SUBJECT: Cobb Road WWTF Compliance Evaluation Inspection



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

April 21, 2011

The Honorable Frankie Burnett
Mayor, City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

RE: Florida Small Cities Community Development Block Grant (CDBG)
Federal Fiscal Year (FFY) 2010 Application

Dear Mayor Burnett:

The Florida Department of Community Affairs has completed the review of your Florida Small Cities CDBG application for the FFY 2010 funding cycle. The final score for your application fell within the fundable range. Copies of the Small Cities CDBG contract and attachments are being e-mailed to the project contact person identified in your application. Please return three copies of the contract, each with original signature, as soon as possible.

A new special condition has been added to the contract. It allows the Department to rescind your subgrant if certain activities have not been completed within 180 days of the contract being signed and adequate justification has not been provided for the delay. Please review this special condition.

The signed copies of the contract should be mailed to Ms. Susan Fleming, Financial Specialist, at the address below. If you have any questions, please contact Ms. Fleming at (850) 922-1893 or at Susan.Fleming@dca.state.fl.us.

Mailing Address:

Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Sincerely,

Roger J. Doherty, CLEP
Planning Manager, Small Cities
Community Development Block Grant Program

RJD/swf

cc: Mr. Bill Geiger, Community Development Director, Brooksville
Mr. Andy Easton, Andy Easton & Associates, Inc.

CTN
05-16-11

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
850-488-8466 (p) 850-921-0781 (f) Website: www.dca.state.fl.us

COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f)
HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f)



Florida Department of
Environmental Protection
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel J. Vinyard Jr.
Secretary

April 27, 2011

Richard Radacky
Director of Public Works
City of Brooksville
600 S Brooksville Avenue
Brooksville, FL 34601
rradacky@ci.brooksville.fl.us

Re: Compliance Evaluation Inspection
Cobb Road WWTF
Facility ID No. FLA012036
Hernando County

Dear Mr. Radacky:

The above-referenced wastewater treatment facility was inspected on April 14, 2011. The type of inspection conducted was a Compliance Evaluation Inspection. Please note that a Compliance Evaluation inspection is a non-sampling inspection designed to verify permittee compliance. This inspection is intended to review all the inspection evaluation areas of a facility. Copies of the inspection summary and inspection report are attached.

No response is required. The Department appreciates your effort and the effort of the wastewater staff to maintain this facility properly. Please note that this letter and report is part of the Department's investigation, and is preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. Please direct any questions to the undersigned at (813)632-7600, extension 371, or via e-mail: adam.wood@dep.state.fl.us.

Sincerely,

Adam D. Wood
Environmental Specialist
Compliance and Enforcement
Domestic Wastewater Section

ADW/cea

Attachments

cc: Will Smith, supervisor, wsmith@ci.brooksville.fl.us
Parish Hice, Lead Operator, phice@ci.brooksville.fl.us

www.dep.state.fl.us

CTN
05-16-11
JMV