

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

AGENDA

SEPTEMBER 10, 2007

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. Minutes

August 6, 2007 Regular Meeting/BHA Hearing
August 20, 2007 Regular Meeting/BHA Hearing
August 27, 2007 Budget Workshop

2. VisitFlorida City Brochure Grant

Consideration of (a) Acceptance of VisitFlorida Cultural Heritage and Nature Tourism Marketing Grant in the amount of \$3,216 for 50,000 City Brochure reproduction and distribution project (total project cost \$6,433 with \$1,217 City match in 07-08 General Government Printing & Binding Budget Line Item and \$2,000 funding commitment from TDC); (b) Rejection of VisitFlorida Advertising Matching Grant in the amount of \$2,500.

3. P&Z Board Appointment

Consideration of appointment of Cecil Davis, IV to the Planning & Zoning Board.

CONSENT AGENDA APPROVAL (□)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Director of Administration dated 08/27/07;
3) Memo from Director of Administration dated 08/27/07.

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Resolution No. 2007-15 - Sonny G. Gill Retirement

Proclamation commemorating almost 24 years of service.

Presentation: Mayor
Attachment: Proclamation

2. Children's Burn Foundation Check Presentation

Presentation of monies collected by the Fire Department to the foundation's representative Irene Gaccek.

Presentation: Fire Chief
Attachment: Memo from Fire Chief dated 08/20/07

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3. **Veterans Appreciation Parade**
Update on status of insurance requirement.

Presentation: Anna Liisa Covell
Attachments: None

E. REGULAR AGENDA

1. **Ordinance No. 749 - Dukes Property Re-zoning**
Consideration of the re-zoning of the property located on Oakdale Avenue between Ponce De Leon and Sharon Street from the existing R1B to C1 with a Special Exception Use for a "Storage Establishment".

Presentation: Director of Community Development
Recommendation: Approval of Ordinance as recommended by Staff and P&Z Commission on first reading upon roll call vote and schedule second and final reading for 10/01/07
Action: Motion to Approve
Attachments: Memo from Director of Community Development dated 08/27/07; Proposed Ordinance & Location Map; Petitions

2. **Ordinance No. 750 - Habitat for Humanity Re-zoning**
Consideration of the re-zoning of the property located at 19370 Oliver Street from Agricultural to C-2 Commercial with two Special Exception Use petitions for Light Manufacturing and a Secondhand Retail Store.

Presentation: Director of Community Development
Recommendation: Approval of Ordinance as recommended by Staff and P&Z Commission on first reading upon roll call vote and schedule second and final reading for 10/01/07
Action: Motion to Approve
Attachments: Memo from Director of Community Development dated 08/27/07; Proposed Ordinance & Location Map; Petitions

3. **Resolution No. 2007-16 Garbage Truck Financing**
Consideration of Garbage Truck financing Resolution to Hancock Bank in the amount of \$148,000 at 3.98% and Governmental Lease Purchase.

Presentation: Director of Finance
Recommendation: Approval of Resolution upon roll call vote and authorize the Mayor to sign agreement
Action: Motion to approve
Attachments: Memo from Director of Finance dated 08/27/07

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4. **Resolution 2007-17 - Public Risk Management Auto, Liability and Workman's Comp Insurance**

Authorization to notify PRM of notice for City to consider withdrawing from PRM insurance pool effective April 1, 2009.

Presentation: Director of Finance
Recommendation: Approval of Resolution upon roll call vote
Action: Motion to approve
Attachment: Memo from Director of Finance dated 08/29/07; Proposed Resolution

5. **Consideration of Change Order No. 1 Providence Blvd. and Whitfield Ave. Sidewalk Project - City of Brooksville Bid # CD-2001-02**

Consideration of approval for the work encompassed by this change order for about 5,000 linear foot of sidewalk along SR 50 for the amount of \$172,110.74.

Presentation: Director of Public Works
Recommendation: Approval and authorize, pending FDOT Dist.7 Office approval, City Manager to sign Change Order
Action: Motion to Approve
Attachments: Memo from Director of Public Works dated 8/27/07; Change Order No. 1; Location Map

6. **Consideration of Installing Radio Read Meters City Wide**

Consideration of approval of installation contract with Triton Water Technologies of Florida (TWT) in the amount of \$1,485,000. Execution of the agreement to be contingent on staff bringing back a financing proposal acceptable to Council.

Presentation: Director of Public Works
Recommendation: Approval
Action: Motion to Approve
Attachments: Memo from Director of Public Works dated 08/27/07

7. **Request allowing City Manager to make decisions regarding filling Vacant Positions as budgeted**

Consideration for Council to remove overall "freeze" of hiring, allowing City Manager to direct the recruitment and selection decisions for the City within allocated budgetary positions.

Presentation: City Manager
Recommendation: Approval
Action: Motion to approve
Attachments: Memo from City Manager dated 08/31/07

8. **City Attorney Contract**

Approval of negotiated contract with Jacob D. Varn of Fowler White Boggs Banker for the position of City Attorney.

Presentation: City Manager
Recommendation: Approval
Action: Motion to approve
Attachments: Attachments to be distributed as soon as possible following negotiations between the Mayor, City Attorney and Mr. Varn

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F. ITEMS BY COUNCIL

G. CITIZEN INPUT

H. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and online at www.ci.brooksville.fl.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 352/544-5407.

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

August 6, 2007

7:00 P.M.

Brooksville City Council met in regular session with Mayor David Pugh, Vice Mayor Frankie Burnett and Council Members Joe Bernardini, Lara Bradburn and Richard E. Lewis. Also present were David LaCroix, City Attorney; T. Jennene Norman-Vacha, City Manager; Karen M. Phillips, City Clerk/Director of Administration; Janice L. Peters, Deputy City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; Frank Ross, Interim Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today, Hernando Times and Brooksville Belle were also present as well as Brooksville Housing Authority Board Members Carl Pilcher, Gertrude Mobley and Donnamarie Lopez.

The meeting was called to order by Mayor Pugh, followed by an invocation and pledge of allegiance.

CONSENT AGENDA

Minutes

July 16, 2007 Regular Meeting

Misc. Valve & Fire Hydrant Replacement Project Bid Award

Consideration of approval to issue Notice of Award to Chilton Construction in the amount of \$52,000 with \$50,000 from Capital Projects 2000-UT 20 and the additional \$2,600 from utility reserves.

Motion:

Motion was made by Council Member Bernardini and seconded by Vice Mayor Burnett for approval of the Consent Agenda. Motion carried 5-0.

REGULAR AGENDA

Resolution No. 2007-12 - Establishing Copy Charges

Consideration of Resolution re-establishing copy or reproduction fee charge policy.

City Clerk Phillips reviewed the proposed changes.

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Bradburn for approval of Resolution No. 2007-12.

Mayor Pugh asked for public input; there was none.

City Clerk Phillips read Resolution No. 2007-12 by title, as follows:

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Mayor Pugh indicated that Mrs. Covell had been notified by e-mail that the item would be added to the August 20 agenda and she was okay with that.

Council Member Lewis withdrew the motion to add the item to the agenda and Vice Mayor Burnett withdrew the second.

David LaCroix, City Attorney

DeMaria and Bell Annexation Case

City Attorney LaCroix indicated that Judge Tombrink recused himself of the case and the case was assigned to Senior Judge Musleh of Ocala and a hearing is scheduled for tomorrow, August 7 at 1:30 on three motions as follows: Motion to disqualify the County Attorney's office, based on the fact that they are being paid by taxpayers on both sides of the case; motion to dismiss based on the County's failure to follow the new statute that requires them to first initiate the dispute resolution process; and finally the motion for award of attorney fees based on the fact that they simply did not follow the statute, so the case is frivolous.

Council Member Bradburn asked if City Attorney LaCroix would be the sole council for the City, which he confirmed.

Joe Bernardini, Council Member

Council Member Bernardini indicated he had planned to discuss an incident that happened at the fairgrounds, but since research is still being done he declined, saying that he and the City Manager would put something together for the August 20 agenda.

Frankie Burnett, Vice Mayor

Vice Mayor Burnett offered condolences to the Freeman Family as well as the City employees. Mayor Pugh added that he and the rest of Council share in those condolences.

CITIZEN INPUT

Anthony Pedonesi

Saxon Avenue Vacation of Right-of-Way

Mr. Pedonesi distributed information addressing his concerns for the proposed development by Hilltop Partners, LLC for Hilltop Residential, for which a special exception usage for a combined PDP has been approved by the P&Z Board. The vacation of a right-of-way will come before Council at the August 20 meeting. He recommended Council bring the entire project for discussion, and felt that changes could be made to the project that would make it viable and beneficial to the City of Brooksville.

Sandra Nicholson

Frontage Roads

She asked that all entities wishing to establish businesses be treated equally in regards to frontage roads when building in the City. She

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City Attorney LaCroix distributed documents pertaining to the City's investigation, going through each document and pointing out things he felt to be relevant [Attachment B as noted].

City Attorney LaCroix called Donnie Singer as a witness, who was sworn.

Mayor Pugh asked City Attorney LaCroix how much of the \$20,000 repayment by Jo Ann Bennett had been made. City Attorney LaCroix did not know but did know that the \$200 per month proposed by Ms. Bennett was rejected by HUD and that she had plead guilty to misappropriating over \$40,000.

City Attorney LaCroix asked Mr. Singer about the time period he served as acting Executive Director, which was January 2007 through the latter part of April - May 2007. Mr. Singer reviewed the transactions between the Brooksville Housing Authority and Lane Electric concerning the electrical problems at Summit Villas, stating that his recommendation concerning continuation of the work was for Mr. Lane to stop work once a certain point was reached, based on the information provided to him by the Engineer, City Building Official, Fire Official and others. After which, Mr. Lane contacted the Housing Authority's main office, spoke with the Project Manager who contacted the Chair and Vice Chair, who then called an emergency meeting on April 24, 2007, which he was not aware of. Mr. Singer stated his recommendation had been to follow policies the set by the Brooksville Housing Authority and HUD guidelines, which was to take care of the immediate problem then go out for bids to finish the job.

City Attorney LaCroix asked Mr. Singer if, in his opinion, the action of the Board on April 24 threatened the funding source from HUD for getting money for the needed repairs. Mr. Singer stated that it certainly did not improve their chances of getting additional money from HUD and he did not believe there was enough money available to pay Lane Electrical for the work requested.

Carl Pilcher stated that, if he is not mistaken, Mr. Singer went out and hired E.O. Covington on his own, which Mr. Singer confirmed. Discussion continued of the needed work and inspections that had been done. Mr. Singer confirmed that all involved in the inspections agreed that any further work could wait until a plan could be put in place and bids solicited.

City Attorney LaCroix called Ronnie McLean, who was sworn, as a witness. Mr. McLean confirmed that he had recently terminated an employee named Billye Fetrow on grounds that she prepared payroll checks in advance of work being performed, which included overtime not yet worked and that Gertrude Mobley, Brooksville Housing Authority Chair, had signed them. Mr. McLean, like Mr. Singer, stated he had not received a letter from HUD requesting all work stop but had spoken with Mr. Loftus on June 12, who verbally stated that all work should stop and to pass that on to Mr. Lane once the emergency part was over. Mr. McLean advised that he had written a letter requesting Mr. Lane stop work immediately, per HUD.

City Attorney LaCroix asked Mr. McLean if he is aware of whether the Brooksville Housing Authority is continuing to make it's contractual payments to the City of Brooksville for a Policeman that is on-site. Mr. McLean stated they are not current in their payments.

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been the reason for them not taking action to remove her from the Housing Authority. For the record he stated that he served on the board about 8 years ago and that even then complaints had been made to HUD and the City Manager about Mrs. Trent. Discussion continued.

Mr. Pilcher called Jim Lane, of Lane Electrical, who was sworn. He proceeded to elaborate on the condition of the project according to inspections he had performed and stated that he was informed by Mr. McLean that Lane Electric can not be paid for any work done and will not be allowed to bid on any work. Mr. Lane further indicated that the contract Lane Electrical has is with the Brooksville Housing Authority not HUD. Discussion continued of the inspections and work being done. Mr. McLean reviewed the work being done on the firewalls.

Mr. Pilcher called Charlie Luckie, Attorney for the Brooksville Housing Authority for the past 6 years. Mayor Pugh asked Mr. Luckie if he was at the meeting in which Mr. McLean informed the board that the firewall restoration would occur. Mr. Luckie didn't recall but stated that he recommended to the board that they close the structure and move the residents out immediately upon hearing of the extent of the electrical problems. City Attorney LaCroix asked Mr. Luckie if he had recommended to the Housing Authority that they continue the work with Lane Electrical on a no bid contract and jeopardize their funding with HUD. Mr. Luckie advised that he had nothing to do with the contract with Lane Electrical and was not consulted on any legal matters concerning funding, nor did he advise against having a hearing to notify the residents of the state of the electrical system.

A 5-minute recess was taken.

Gertrude Mobley Testimony

Gertrude Mobley, who was sworn, stated that she wanted to clear her name as to check signing, stating that she only signs check because it is her duty as Chairperson and that there has to be two signatures. Discussion followed in which she disclosed that she had not had the training HUD required for board members and confirmed that she had signed payroll checks in advance of work being done.

Donnamarie Lopez Testimony

Donnamarie Lopez was sworn and her charge read, which was that she and other Board Members voted to authorize additional expensive repairs after the HUD Engineer and others advised that the repairs were not an emergency, thereby jeopardizing HUD funding. She advised that she had been against moving forward with any projects not sanctioned by HUD but did not verbally vote against it on April 24. City Attorney LaCroix informed her that a silent vote is taken as an affirmative vote.

Mayor Pugh asked Mr. Lane if he has a lien on the property, which he confirmed for the amount of \$224,000, which City Attorney LaCroix advised is normally not enforceable against public property.

Mr. Singer confirmed that Ms. Lopez had stated many times that the Board should be following HUD regulations but Ms. Lopez did not show evidence to prove that she had voted against the additional repairs on April 24,

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Council Member Bradburn stated that she would like to see the minutes of the April 24th meeting. City Attorney LaCroix reaffirmed that Ms. Lopez stated that she was silent, which constitutes an affirmative vote, which can not be changed.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for confirmation of Mayor Pugh's recommendation of the removal of Donnamarie Lopez from the Brooksville Housing Authority Board. Motion carried 3-1, with Council Member Lewis voting in opposition and Vice Mayor Burnett abstaining.

2. Possible temporary appointment(s) to the Brooksville Housing Authority Board.

Mayor Pugh recommended background checks be done on each applicant seeking a position on the Brooksville Housing Authority Board and declined to appoint any new members at this time. He will be doing further investigation on the applicants to come up with qualified members.

Hearing for Paul Boston

The hearing for Paul Boston was discussed.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Bradburn to reconsider the action continuing the hearing for Paul Boston to 7:00 p.m. on August 20, 2007. Motion carried 3-1, with Council Member Bernardini voting in opposition and Vice Mayor Burnett abstaining.

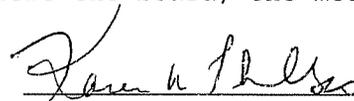
Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Bradburn to amend his previous motion to continue Mr. Boston's hearing from 7:00 p.m. to 6:00 p.m. on August 20th. Motion passed 4-0, with Vice Mayor Burnett abstaining.

Vice Mayor Burnett asked for clarification as to how the appointments would be made. City Attorney LaCroix clarified that the Mayor will make the appointments, which will be confirmed or rejected by Council. Vice Mayor Burnett reiterated that two appointees should be tenants if at all possible.

ADJOURNMENT

There being no further business before the board, the meeting adjourned at 12:40 p.m.



City Clerk

Attest: _____
Mayor

**ATTACHMENTS ARE
ON FILE FOR VIEWING
AT THE
CITY OF BROOKSVILLE
CITY CLERKS OFFICE.**

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

August 20, 2007

6:00 P.M.

Brooksville City Council met in regular session with Mayor David Pugh, Vice Mayor Frankie Burnett and Council Members Joe Bernardini, Lara Bradburn and Richard E. Lewis. Also present were David LaCroix, City Attorney; T. Jennene Norman-Vacha, City Manager; Karen M. Phillips, City Clerk/Director of Administration; Janice L. Peters, Deputy City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; Frank Ross, Interim Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today, Hernando Times and Brooksville Belle were also present as well as Brooksville Housing Authority Board Member Paul Boston.

The meeting was called to order by Mayor Pugh, followed by an invocation and pledge of allegiance.

BROOKSVILLE HOUSING AUTHORITY HEARING

Continuance of hearing to discuss possible removal of Brooksville Housing Authority Board Members.

Vice Mayor Burnett requested to abstain and filed the necessary paperwork [**Attachment A**].

City Attorney LaCroix reviewed the issue and advised Council of the process. The charges against Paul Boston were reviewed and he pleaded his case.

Mr. Boston stated that Mr. Singer allegedly knew nothing of the meeting on April 24, 2007, but he produced the meeting minutes which stated that Mr. Singer was present. He also pointed out that Mr. Lane and Tony Marrero were at the meeting as well, which means the meeting had been noticed in the paper. He stated that Mr. Singer was at the meeting on the 20th wherein, because Mr. Singer had not been notified of the meeting, was rescheduled for April 24th. He proceeded to argue his case against being removed from the Brooksville Housing Authority Board, reviewing incidents which had occurred. He stated that things, including that Lane Electric was authorized to go forward, after HUD stated further work was not imminently necessary, were happening that he was not aware of.

Mayor Pugh asked if any money had been acquired to pay Lane Electric the \$104,000 for work he had done. It was Mr. Boston's understanding that it had been paid.

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Council Member Lewis asked how long Mr. Boston had been on the board, which was since September 2005. Council Member Lewis asked if Mr. Boston had any training, which Mr. Boston confirmed he had not. Mr. Boston stated he had not been provided any monthly reports from the housing authority except for two times and they were not complete.

Brooksville Housing Authority board member Shannon Pettry submitted a tape of the April 24th meeting, which was played. The tape proved that all present, including Mr. Boston voted to move forward with the repairs, even though HUD had ordered all repairs cease.

In Mr. Boston's closing statement he reiterated that board members had made decisions outside the meetings that he was not aware of and outside the Sunshine Law and that he had pleaded with Council to take action, which was not done. He reiterated that there is still work to be done there, which was his intent all along, to help the people of that project.

Motion:

Mayor Pugh, supported by the evidence produced on the tape of the April 24 meeting, stated that it was his decision to remove Mr. Boston from the Brooksville Housing Authority Board. Council Member Bradburn moved to approve Mayor Pugh's recommendation for removal of Mr. Boston, seconded by Council Member Bernardini. Motion carried 3-1, with Council Member Lewis voting in opposition and Vice Mayor Burnett abstaining.

CONSENT AGENDA

Minutes

August 1, 2007 Budget Workshop

Department of Corrections - Work Crew Contract #WS407

Consideration of Contract #WS407, which replaces #WS184, renewing the agreement with the Florida Department of Corrections effective November 5, 2007 through November 4, 2008 for a City paid prison crew for \$55,777, budgeted in Account No. 001-019-541-53400.

Staff Recommendation: Council to approve contract with Department of Corrections for work crew services in amount of \$55,777 for FY2007/08.

Fire Department Surplus Equipment

Consideration to surplus 1996 Essi Flood Light Trailer, ID #263, Title #72044779 and Tag #067523.

Historical Advisory Commission Appointment

Recommendation to the Board of County Commissioners for appointment to the Historical Advisory Commission.

Police Radio Equipment Purchase

Consideration of approval for purchase of police equipment in the amount of \$17,185.32, with funds available in Law Enforcement Impact Fees Fund #119.

Staff Recommendation: Council to approve the purchase.

Good Neighbor Trailhead

Amendment to Grant Agreement with the Department of Environmental Protection (FRDAP Grant #F50213) to extend construction date for the Good Neighbor Trailhead for one(1) year to conclude September 30, 2008.

Staff Recommendation: Council approval of attached amendment.

REGULAR CITY COUNCIL MEETING/ BHA HEARING - AUGUST 20, 2007

Withlacoochee Regional Water Supply Authority Grant Agreement

Authorization for Council approval and for Mayor to sign agreement for acceptance of grant in the amount of \$19,933 to be used at the Hope Hill well site to install pumping equipment. Funds included in the FY2007/08 budget.

Council Member Bradburn requested the following changes to the minutes of August 1:

Item D1

On page 3, under Community Development, 2nd line, "such as coordinating efforts, Development and Revitalization, with a need to hire a Certified City Planner and reduce dependency on the Withlacoochee Regional Planning Council."

Next line, she asked for clarification from the Mayor on the positions of the Redevelopment Coordinator and Growth Planner, to be amended.

She requested clarification on the verbiage concerning the hiring of another Lieutenant for the Police Department from Mayor Pugh, to be amended as well.

D-6 Council Member Bradburn updated Council that the delay in the trailhead project for the prefab restroom is that it is being held up by DOT.

D-5 Police Equipment, Mayor Pugh asked if the equipment from the pursuit vehicles could be used. Chief Ross indicated all available equipment has already been used.

D-7 Mayor Pugh asked for clarification of the funding, with his concerns being the budget. Director Pierce elaborated.

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Lewis for approval of the consent agenda with amendments to the minutes of 8/6/07 as noted. Motion carried 5-0.

PRESENTATIONS

Veterans Appreciation Parade

Consideration of waiver of requirements for parade permits and insurance. Anna Liisa Covell thanked Council along with the American Legion for hearing their pleas for the continuance of the Parade. She indicated she had been in contact with Hernando County Fine Arts Council to underwrite the insurance but isn't sure they can get it at this time. This is the 7th Annual Parade, which will start at 10:00 a.m. with additional events to take place all day. She reviewed and asked if the City could waive the insurance. Discussion followed of the City's liability.

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Lewis to waive requirements for permits, Police Officer's time and insurance.

Mayor Pugh asked that the group try to acquire the insurance on their own.

Motion was amended to exclude the waiver of insurance. Motion carried 5-0.

REGULAR CITY COUNCIL MEETING/ BHA HEARING - AUGUST 20, 2007

Retirement Proclamation - Juan Antonio Aulet

Proclamation commemorating almost 13 years of service.

City Clerk Phillips read the proclamation in it's entirety, which will be presented to Mr. Aulet.

PUBLIC HEARING

Resolution No. 2007-13 Vacation of Right-of-way for Saxon Avenue

Consideration of resolution to vacate right-of-way.

Director Geiger reviewed the request for vacation, in order to build a mixed use development. He indicated the plans have been revised to allow for passage through Saxon Avenue. Discussion followed of other options and special exception usage.

Mayor Pugh indicated a fax was received from Mr. Pedonesi requesting he be recognized as an expert witness and allowed to speak for 15 minutes. City Attorney LaCroix stated that this is not a quasi judicial hearing and no one has to be sworn as expert witnesses, but Council can make note of it in their records. Council consensus was to allow 10 minutes for Mr. Pedonesi, 15 minutes for each person involved in the project and limiting general public comments to 3 minutes to speak on the issue.

Jen Volz and Rachael Swaysland, representatives of the developer, reviewed the project in reference to the vacation of Saxon Avenue between Broad and Museum Court. Discussion followed of the possibility of continuing the project without vacating Saxon Avenue, which would require a variance for parking, and plans for widening US 41.

PUBLIC INPUT

Anthony Pedonesi, a registered engineer, commented on the fact that there had been no changes to the setbacks and that Mr. Bronson had talked to him on the phone, which was the extent of a meeting with him. He referred to City Attorney LaCroix's comments on vacating the right of way and proceeded with his own presentation of the project, pointing out deficiencies in the project, which included the buffers, sidewalks not shown in the plans, no provisions for turning lanes, lack of green space and the need for a wet retention center. Mr. Pedonesi elaborated on HB 1567, which deals with eminent domain.

John Beal stated he is not against the development but felt it to be a little aggressive and hoped the road would not be vacated and the green space could be expanded.

Sherri Pedonesi expounded on the maintenance of Saxon Avenue if vacated and the concern for the liability of children who may live in the residential portion of the development.

City Attorney LaCroix indicated the revised site plan provides for a 20 foot access easement and if facilitated, number 2-C of the resolution needs to be amended because it reflects that the City reserves unto itself and the public an access easement through the entirety of the 60 foot wide strip, which he elaborated on. He indicated that the request for vacation of Saxon is not a condition of the project being built. Ms. Volz elaborated on the revisions.

REGULAR CITY COUNCIL MEETING/ BHA HEARING - AUGUST 20, 2007

George Foster stated that Saxon gets very little traffic.

Council Member Bradburn asked if bulbouts had been considered if Saxon is not approved, which Ms. Volz stated would be addressed.

Mayor Pugh indicated he is not in favor of vacating the right-of-way but would be in favor of other variances as he would like to see the development come into the City.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Lewis to deny the request to vacate Saxon Avenue. Motion passed 5-0.

REGULAR AGENDA

Resolution No. 2007-14 SBA Investment Account

Consideration of Resolution authorizing the City Manager to serve as the Administrator for the SBA Account.

Motion:

Motion was made by Council Member Bernardini and seconded by Vice Mayor Burnett for approval of Resolution No. 2007-14.

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

Council Member Bradburn	AYE
Council Member Lewis	AYE
Council Member Bernardini	AYE
Vice Mayor Burnett	AYE
Mayor Pugh	AYE

Policy No. 4-2007 - Comprehensive Plan Land Use Amendment

Consideration of a policy providing notification to property owners in the vicinity of property where a land use change is being requested.

Motion:

Motion was made by Council Member Bradburn and seconded by Vice Mayor Burnett for approval of Policy No. 4-2007. Motion carried 5-0.

Audit Services Contract

Consideration of extension of contract for audit services with Oliver & Joseph.

Motion:

Motion was made by Council Member Bernardini and seconded by Vice Mayor Burnett for approval of the contract extension for audit services for FY 2006/07 with Oliver & Joseph and to go out for an RFP for the next cycle.

Council Member Bradburn asked for consideration of a quarterly audit report and Mayor Pugh added that he would entertain the idea in January when going out for an RFP.

Motion carried 5-0.

REGULAR CITY COUNCIL MEETING/ BHA HEARING - AUGUST 20, 2007

Gehring Group - Agent of Record

Piggyback for employee group benefit consultant/agent of record services with the Gehring Group.

City Manager Norman-Vacha reviewed the issue requesting authorization to piggyback on the Florida Keys Aqueduct Authority and Gehring Groups contract.

Motion:

Motion was made by Council Member Bernardini and seconded by Vice Mayor Burnett for approval of Gehring Group as Agent of Record for employee group benefits/consulting services. Motion carried 5-0.

Extension of Water & Sewer Lines out US 41 South

Consideration of options for participating in the cost with the developer.

Director Pierce reviewed the issue followed by discussion of previously up-sized lines in the area and development plans for the area.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for approval of the extension of water and sewer line in conjunction with the Grace Tabernacle Church property.

Tom Weir, pastor of Grace Tabernacle, stated approximately 13 acres will be used for building and the other 35 acres will be sold.

Motion carried 5-0.

Appointment(s) to the Brooksville Housing Authority Board.

Consideration of appointing members to the Brooksville Housing Authority to fill vacant positions.

City Clerk Phillips advised that four applicants, Lee Rosen, Harvey Martin, Jay Arthur Thompson and Tiffany Blevens Weiss, had withdrawn. Discussion followed of the background checks and term expirations.

Mayor Pugh recommended the appointment of the following to the Brooksville Housing Authority Board:

Jeanette R. Soto for a two-year term ending June 30, 2009.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Lewis to accept Mayor Pugh's recommendation of the appointment of Jeanette R. Soto to a two-year term expiring June 30, 2009. Motion carried 5-0.

Yvette D. Taylor for a four-year term ending June 30, 2011.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Lewis to accept Mayor Pugh's recommendation of the appointment of Yvette D. Taylor to a four-year term expiring June 30, 2011. Motion carried 5-0.

James V. Brooks, Jr. for a three-year term ending June 30, 2010.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Lewis to accept Mayor Pugh's recommendation of the appointment of James V. Brooks, Jr. to a three-year term expiring June 30, 2010. Motion carried 5-0.

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Richard L. Howell for a one-year term ending June 30, 2008.

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Lewis to accept Mayor Pugh's recommendation of the appointment of Richard L. Howell to a one-year term expiring June 30, 2008.

Council Member Bradburn opposed the appointment of Mr. Howell, based on e-mails received and comments made in the public and to other members of the Housing Authority, as well as Mr. McLean, alleging that she is related to an indicted leader of the Housing Authority, which she stated to be incorrect. She advised that in light of the fact that Mr. Howell did no research on the matter, yet stated the allegation repeatedly, demonstrates clearly that he cannot be trusted with the small things, much less the big issue of the Housing Authority.

Motion failed 3-2 with Mayor Pugh, Council Member Bernardini and Council Member Bradburn voting in opposition.

Mayor Pugh recommended leaving the one-year appointment vacant until another tenant applicant could be approved because of background check concerns of some of the applicants.

Council Member Bernardini and Vice Mayor Burnett indicated they would support the appointment of Mr. Douglas for the one-year term ending June 30, 2008, pending the receipt of additional tenant applications.

Mayor Pugh recommended appointment of:

H. Paul Douglas for a one-year term ending June 30, 2008.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Bradburn to accept Mayor Pugh's recommendation of the appointment of H. Paul Douglas to a one-year term expiring June 30, 2008. Motion carried 5-0.

ITEMS BY COUNCIL

Lara Bradburn, Council Member

PDP Issue

She requested the policy be changed so that all PDP's come before Council. Council concurred for an amendment to be drafted via ordinance.

P&Z Member

She advised that she is concerned that a single P&Z member would recommend a right-of-way be offered to DOT.

Future Agenda - US41 frontage road issue with the Chevron station.

Council Member Bradburn requested the issue of the requirement for frontage roads, which she supports, be addressed.

Director Geiger indicated the US 41S Chevron Station variance requested joint access, which was not shown on the plans and was denied.

Council Member Bradburn wanted it to be clear that petitioners to P&Z for zoning changes have an option to appeal to Council if they deem necessary.

REGULAR CITY COUNCIL MEETING/ BHA HEARING - AUGUST 20, 2007

David LaCroix, City Attorney

City Attorney Selection

He urged Council to proceed with the process. Council consensus was to have a special meeting, interview all five applicants and rank accordingly, then provide a contract for the September 10 agenda. City Manager Norman-Vacha will contact the applicants to set up a special meeting in which they would be interviewed.

Frankie Burnett, Vice Mayor

Chief Mossgrove's Father

He sent condolences to the Mossgrove family in the passing of his father.

Boards

He asked if the appointees for the boards are given training and requested information be brought back concerning the issue.

Start of School

He indicated there was a good showing at the Hernando High by the Police Department and he appreciated it.

Karen M. Phillips, City Clerk

Budget Workshop

She reminded Council of the workshop on Monday at 6:00 p.m.

David Pugh, Mayor

Leukemia Proclamation

Mayor Pugh indicated a request had been received for the issuance of a proclamation.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Bernardini to add the item to the agenda. Motion carried 5-0.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Bernardini for the Mayor to issue the proclamation. Motion carried 5-0.

CITIZENS INPUT

Donna Dausch Warren

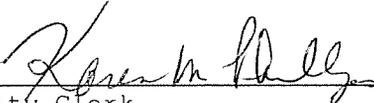
Selection of Police Chief

She expressed concern for the new Police Chief stating that she did not feel the County Sheriff or Chief Ross should make the first cuts. She recommended appointing someone already familiar with the City of Brooksville and did not recommend putting a degree over experience. She also recommended it be an elected position.

REGULAR CITY COUNCIL MEETING/ BHA HEARING - AUGUST 20, 2007

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 11:10 p.m.



City Clerk

Attest: _____
Mayor

G:\WP_WORK\ClerkOffice\MINUTES\2007\08-20-07 Regular Meeting and BHA Hearing.wpd

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Frankie Burnett, hereby disclose that on Aug. 20, 20 07

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

8/20/07
Date Filed

Frankie Burnett
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**CITY OF BROOKSVILLE
BUDGET WORKSHOP MEETING
MINUTES**

AUGUST 27, 2007

6:00 P.M.

Brooksville City Council met in special session with Mayor David Pugh, Vice Mayor Frankie Burnett and Council Members Joe Bernardini, Lara Bradburn and Richard E. Lewis. Also present were David LaCroix, City Attorney; T. Jennene Norman-Vacha, City Manager; Karen M. Phillips, City Clerk/Director of Administration; Janice L. Peters, Deputy City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; Frank Ross, Interim Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Times was also present.

CALL TO ORDER

The meeting was called to order by Mayor Pugh.

PROPERTY APPRAISER PRESENTATION

Review of Ad Valorem Taxes of Homestead and Non-Homestead properties in the City of Brooksville.

Nick Nikkinen and John Emerson gave the presentation, which explained the basics of the Property Appraisers process for the State of Florida and the proposed 2008 Constitutional Amendment, followed by a brief question and answer session, as contained in the attached handout.

2007-2008 BUDGET

Consideration of cost saving initiatives for Fiscal Year 2007/08.

City Manager Norman-Vacha reviewed the cost saving initiatives recommended as follows:

Fleet Vehicle Replacement Fund Reduction of Vehicle Life

She reviewed the costs of retaining vehicles for 7-10 years, which showed an overall annual savings of \$84,106. Additional savings would be noted with the replacement of current vehicles, when needed, with smaller vehicles in relation to gasoline usage savings. Council consensus was to move forward with the proposed changes.

BERT - Refocus/Restructure

City Manager Norman-Vacha reviewed the process of refocusing on responding to emergency management within the City of Brooksville and Hernando County, with the elimination of stipends/match costs for serving on the BERT team. With the elimination of additional operating costs, through coordination with Hernando County Emergency Management, of about \$4,000, the City would see a savings of approximately \$11,928 during the 2007/08 Fiscal Year and into the future.

Discussion followed of the effect on the grants received for BERT equipment in limiting BERT's response to within the County. City Manager Norman-Vacha advised that if BERT assistance is requested outside Florida it would still be an option to assist. Council consensus was to move forward with the proposed changes, but the City Manager will verify there are no grant stipulations.

BUDGET WORKSHOP - OCTOBER 27, 2007

Business Tax Fee

City Manager Norman-Vacha advised that there would be a reduction in revenues for 2007/08 Fiscal Year of approximately \$27,000 with the elimination of the Tax Fee later in the year. Council consensus was to move forward with the proposed changes.

Quarry Golf Course Pro

City Manager Norman-Vacha recommended the reduction of the Golf Pro/Pro Shop Manager hours to 25 hours per week. The reduction in salary and benefits would save the City approximately \$13,356. It was noted that this may need to be readdressed at a later time should a Pro Shop Attendant be needed. She indicated that privatization would be discussed in the next phase. Council consensus was to move forward with the proposed changes.

Dispatch/Communication Services Contracted

City Manager Norman-Vacha recommended negotiating a contract beginning January 1, 2008, with the Sheriff's Office that would use the "dispatch calls/reporting" levels as the baseline of service for FY 2007/08 and then project at "what levels of service" in the future any additional increase in funding/contract costs could be expected. This would have a projected savings to the City of approximately \$130,599 for 2007/08, with projected annual savings of \$195,564. Discussion followed. Council consensus was for City Manager Norman-Vacha to provide more details of the proposed contract negotiations, but to reflect dispatch services in the budget until a contract is negotiated.

Allocation of a 3% COLA/Merit Increase for Employees.

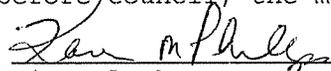
City Manager Norman-Vacha recommended a reduction of employees COLA/Merit increase at the time of anniversary from the 5% Council adopted within the City's Mercer Plan to 3%, which would reflect a FY 2007/08 savings of \$88,473 with approximately \$76,896 of that amount being saved within the General Fund. These amounts includes budgeting the dispatch/communications function through December 2007. Council consensus was to move forward with the proposed changes.

City Manager Norman-Vacha advised that cooperative efforts with the Hernando County School Board and Hernando County are being addressed as well as the Building Dept. contract, overtime costs for the Fire Dept. and other areas.

She projected an overall savings of approximately \$301,462 within all City funds and asked where Council would like staff to direct those savings. Council Member Lewis recommended and Council concurred with putting the money in reserves, pending the outcome of the January referendum.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:20 p.m.



City Clerk

Attest: _____
Mayor



The Why, When, What and How of Appraising Property In Hernando County

Presented By:

Neil F. "Nick" Nikkinen, CFE

John C. Emerson, CFE

August 27, 2007

Why do we appraise property?

- Florida Constitution Article 8, Section 1(d)
- Florida Statutes Sections 193, 194, 196 etc.
- Property Tax Assessments generate approximately 43% of Brooksville's General Fund

When do we appraise property?

- January 1 of each year
- Utilizing sales from prior year(s)
- Property Taxes assessed in arrears

What do we appraise?

- Every Real & Personal Property parcel or account in Hernando County and Brooksville

City of Brooksville 2007 Tax Roll Breakdown by Property Type ⁽¹⁾

Property Type	Parcel Count	% of Total Parcels	Market Value	% of Total Market Value	Taxable Value	% of Total Taxable Value
Residential (DOR 00,01,02,04,05,06,91-97,99)	3,384	54.07%	\$ 315,070,459	38.17%	\$ 256,822,916	47.29%
Commercial (DOR 06,03,10,11-39,90)	589	9.41%	\$ 206,337,289	25.00%	\$ 204,426,511	37.64%
Industrial (DOR 40,41-49)	36	0.58%	\$ 13,112,076	1.59%	\$ 13,112,076	2.41%
Agricultural (DOR 50-59)	17	0.27%	\$ 7,633,293	0.92%	\$ 209,684	0.04%
Institutional/Government (DOR 70-79,80-89)	182	2.91%	\$ 101,347,451	12.28%	\$ 6,495,143	1.20%
Tangible Personal Property	2,050	32.76%	\$ 181,568,561	22.00%	\$ 61,668,311	11.36%
Centrally Assessed Property	0	0.00%	\$ 316,103	0.04%	\$ 316,103	0.08%
Total	6,258	100.00%	\$ 825,385,232	100.00%	\$ 543,050,744	100.00%

Notes:

(1) Figures obtained from the 2007 Preliminary Tax Roll dated 06/28/07

What is Just Value?

Florida law requires that Just Value of all property be determined each year. The Florida Supreme Court has declared Just Value to be legally synonymous to Fair Market Value.

The Just Value or Fair Market Value of your property is the amount it could sell for in a competitive open market, assuming that the buyer and seller both acted knowledgeably and without duress.

**City of Brooksville
Historic Just/Market Value ⁽¹⁾**

Tax Year	Just/Market Value	% Change	\$ Change
1997 ⁽²⁾	\$ 392,451,894	n/a	n/a
1998	\$ 402,450,623	2.55%	\$ 9,998,729
1999	\$ 425,097,802	5.63%	\$ 22,647,179
2000	\$ 423,091,833	-0.47%	\$ (2,005,969)
2001	\$ 451,173,106	6.64%	\$ 28,081,273
2002	\$ 477,366,802	5.81%	\$ 26,193,696
2003	\$ 540,876,161	13.30%	\$ 63,509,359
2004	\$ 562,553,496	4.01%	\$ 21,677,335
2005	\$ 653,057,582	16.09%	\$ 90,504,086
2006	\$ 783,870,304	20.03%	\$ 130,812,722
2007 ⁽³⁾	\$ 825,385,232	5.30%	\$ 41,514,928

1997 to 2007 Overall Change **\$ 432,933,338**

Notes:

(1) The Just Value or Fair Market Value of your property is the amount it could sell for in a competitive open market, assuming that the buyer and seller both acted know ledgeably

What is Assessed Value?

Assessed value is different than Just/Market value for those properties that have assessment limitations, such as Save our Homes (SOH) and "greenbelt" for properties which have an agricultural use classification.

What is Taxable Value?

There are a number of property tax exemptions which include, but are not limited to; homestead, disabled, widow/widowers, blind, veterans, government and institutional.

Taxable value is the resulting value after all applicable exemptions have been deducted from the assessed value of the property. The taxable value is what the millage rates are applied to develop the ad valorem property tax.

Example:	Just/Market Value	\$200,000
	Assessed Value	\$150,000
	Exemptions	- \$ 25,000
	Taxable Value	\$125,000

City of Brooksville Historic Taxable Value (1)

Tax Year	Taxable Value	% Change	\$ Change
1997 (2)	\$ 200,938,844	n/a	n/a
1998	\$ 205,743,879	2.39%	\$ 4,805,035
1999	\$ 224,602,537	9.17%	\$ 18,858,658
2000	\$ 225,996,802	0.62%	\$ 1,394,265
2001	\$ 239,021,702	5.76%	\$ 13,024,900
2002	\$ 253,713,238	6.15%	\$ 14,691,536
2003	\$ 275,262,232	8.49%	\$ 21,548,994
2004	\$ 286,149,494	4.68%	\$ 12,887,262
2005	\$ 355,236,514	23.28%	\$ 67,087,020
2006	\$ 483,982,617	36.24%	\$ 128,746,103
2007 (3)	\$ 543,050,744	12.20%	\$ 59,068,127
1997 to 2007 Overall Change			\$ 342,111,900

Notes:

(1) Taxable value is the resulting value after all applicable exemptions have been deducted from the Assessed Value of the property. The Taxable Value is what the millage rates are applied to develop the ad valorem property tax.

(2) All Values obtained from each year's Final Certified Tax Roll unless otherwise noted.

(3) Values obtained from the 2007 Preliminary Tax Roll dated 06/28/07

How do we do it?

Staff

- **45 skilled and dedicated Deputies**
- **7 departments, 20 plus areas of responsibility**

Methodology

- **Cost Approach**
- **Sales or Market Approach**
- **Income Approach**
- **CAMA system (Computer Assisted Mass Appraisal)**
- **DOR Annual Audit for LOA and Procedures**

Declining Market?

- **January 1, 2007 valuation date**
- **2006 sale prices are up**
- **Asking Price v. Sales Price v. Market Value**
- **November 2007 Tax Bill is due March 2008, with an effective date of valuation of 1/1/07 using sales in 2006.**
- **2008 Tax Roll based on 2007 data**
- **We don't create the market, we reflect it**
- **Homesteads protected by Save Our Homes (SOH)**

**City of Brooksville
Save Our Homes Differential ⁽¹⁾**

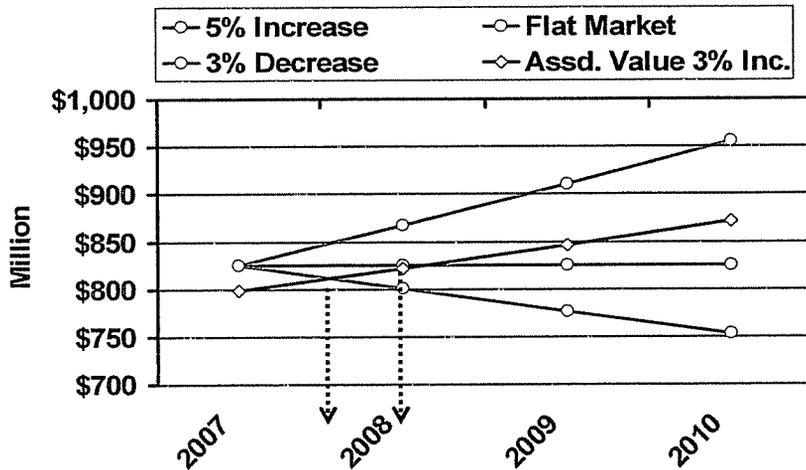
Year	Limit	Differential	\$ Change	% Change
1996 ⁽²⁾	2.50%	\$ 46,950	n/a	n/a
1997	3.00%	\$ 7,195	\$ (39,755)	-84.68%
1998	1.70%	\$ 53,032	\$ 45,837	637.07%
1999	1.60%	\$ 687,041	\$ 634,009	1195.52%
2000	2.70%	\$ 846,840	\$ 159,799	23.26%
2001	3.00%	\$ 3,432,286	\$ 2,585,446	305.31%
2002	1.60%	\$ 7,918,967	\$ 4,486,681	130.72%
2003	2.40%	\$ 10,632,281	\$ 2,713,314	34.26%
2004	1.90%	\$ 13,076,087	\$ 2,443,806	22.98%
2005	3.00%	\$ 18,512,716	\$ 5,436,629	41.58%
2006	3.00%	\$ 25,887,380	\$ 7,374,664	39.84%
2007 ⁽³⁾	2.50%	\$ 27,059,226	\$ 1,171,846	4.53%

2007: \$189,415 revenue loss at 7.00 mills

Notes:

- (1) The Save Our Homes Differential is the difference between the Just/Market Value and the Assessed Value for properties with Homestead
- (2) Values obtained from each year's Certified Final Tax Roll
- (3) Value obtained from the 2007 Preliminary Tax Roll dated 06/28/07

**SOH Recapture
& Point of Equilibrium**



2008 Constitutional Amendment, If Approved Will:

1. Create a \$25,000 exemption for all Tangible Personal Property.
2. Authorize special rules to assess "Affordable Housing" that is subject to government rent restrictions.
3. Define and authorize special rules to assess "Working Waterfronts."
4. Create a 2-Tier "Super Homestead" Exemption.
5. Increase the Low Income Senior Exemption to \$100,000. This exemption has not been enacted by the Board of County Commissioners or any municipality at this time.

City of Brooksville TPP Taxable Value Breakdown and \$25,000 Exemption Analysis

2007 ⁽¹⁾				
Taxable Value Range	# Parcels	# % Total	Taxable Value	\$ % Total
\$0-\$24,999	1,829	89.22%	\$ 6,235,258	10.10%
Sub-Total	1,829	89.22%	\$ 6,235,258	10.10%
\$25,000-\$49,999	81	3.95%	\$ 2,911,975	4.72%
\$50,000-\$99,999	63	3.07%	\$ 4,355,526	7.06%
\$100,000-\$199,999	35	1.71%	\$ 4,739,602	7.68%
\$200,000-\$499,999	29	1.41%	\$ 8,703,988	14.10%
\$500,000-\$999,999	6	0.29%	\$ 3,738,280	6.06%
\$1,000,000-\$4,999,999	4	0.20%	\$ 7,827,167	12.68%
\$5,000,000-\$9,999,999	2	0.10%	\$ 13,213,059	21.41%
\$10,000,000-\$19,999,999	1	0.05%	\$ 10,000,000	16.20%
\$20,000,000 plus	0	0.00%	\$ -	0.00%
Sub-Total	221	10.78%	\$ 55,489,697	89.90%
Total	2,050	100.00%	\$ 61,724,855	100.00%

Notes:

(1) Values based on 2007 Preliminary Tax Roll dated June 28, 2007

Revenue Loss Analysis

Value of parcels under \$25,000	\$	6,235,258
Value of remaining parcels (221 x \$25,000)	\$	5,525,000
Total Estimated Value Loss	\$	11,760,258

Levy	Millage	Loss
City of Brooksville	7.0000	\$ 82,322

So, What Is A "Super Homestead" Exemption?

- Will provide an Exemption of **75% off** the Just/Market Value for the **first \$200,000** and an **additional 15%** Exemption from **\$200,001 to \$500,000**.

- The **minimum exemption** will be **\$50,000** and the **maximum exemption** would be initially **\$195,000**.

- There is no Assessment limitation (Cap) with the "Super Homestead" Exemption.

City of Brooksville Estimated Impact of "Super" Homestead Exemption

Just Value	# of Parcels	% of Total	\$ Just Value	Proposed		
				Min. \$50,000 Exemption	75% Exemption First \$200,000	15% Exemption \$201k-\$500k
Under \$25,000	14	1.23%	\$ 314,683	\$ 314,683	\$ -	\$ -
\$25,001-\$50k	176	15.51%	\$ 7,012,472	\$ 7,012,472	\$ -	\$ -
\$50,001-\$66,667 (1)	217	19.12%	\$ 12,746,770	\$ 10,850,000	\$ -	\$ -
Sub-Total	407	35.86%	\$ 20,073,925	\$ 18,177,155	\$ -	\$ -
\$66,668-\$100k	328	28.80%	\$ 26,784,540	\$ -	\$ 20,088,405	\$ -
\$100,001-\$200k	354	31.19%	\$ 47,181,268	\$ -	\$ 35,385,051	\$ -
\$200,001-\$500k	44	3.88%	\$ 11,882,090	\$ -	\$ 6,600,000	\$ 264,000
Sub-Total	726	63.96%	\$ 85,858,798	\$ -	\$ 62,074,356	\$ 264,000
Over \$500,000	2	0.18%	\$ 1,678,093	\$ -	\$ 300,000	\$ 106,800
Sub-Total	2	0.18%	\$ 1,678,093	\$ -	\$ 300,000	\$ 106,800
Total	1,135	100.00%	\$ 107,610,816	\$ 18,177,155	\$ 62,374,356	\$ 370,800

Existing Homestead Taxable Value \$ 52,893,055
 Estimated "Super" Taxable Value \$ 26,688,505
 Additional Exemption \$ 26,204,550

Estimated Revenue Loss at 7.00 mills
 from "Super" Homestead \$ 183,432

Notes:

- (1) Below a Just Value of \$66,667 the exemption is the minimum \$50,000. Above \$66,667 the exemption is 75% of the Just Value
 (2) This analysis does not contemplate additional exemptions associated with non-homestead residential and commercial properties

"Save Our Homes" Vs. "Super Homestead" Estimator www.hernandocounty.us/pa

Parcel ID: P15 222 19 3730 0000 0400
 Owner Name: MOORE, HILF
 Tax Address: 186 LARK AVE

Step 1: Enter your Home's Justified (Market) Value:

Step 2: Enter your Home's Assessed Value:

Step 3: Enter estimated yearly local estate appreciation rate: %

Step 4: Choose if
 Current Exemption: Super Exemption:

Step 5: Click Here >>

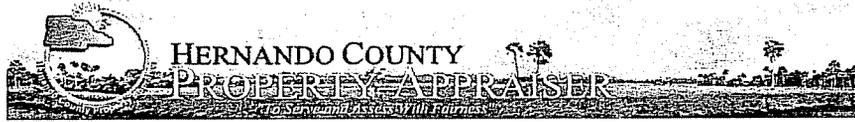
#	Year	Save our Homes - Current System -	New Super Exemption - Proposed System -
1	2008	\$155,187	\$32,106
2	2009	\$169,102	\$50,434
3	2010	\$183,238	\$81,254
4	2011	\$197,707	\$116,730
5	2012	\$213,538	\$158,840
6	2013	\$230,784	\$209,290
7	2014	\$249,442	\$278,200
8	2015	\$269,726	\$367,000
9	2016	\$291,830	\$487,504
10	2017	\$315,878	\$643,754
11	2018	\$342,074	\$850,430
12	2019	\$370,522	\$1,125,070
13	2020	\$401,330	\$1,485,225
14	2021	\$434,610	\$1,948,500
15	2022	\$470,585	\$2,542,206

Re-Cap

2007 Preliminary
 City of Brooksville Taxable Value
 \$543,050,744

2007 Preliminary Revenue
 \$3,801,355

2008 Estimated Revenue Loss
 TPP Exemption (\$82,322)
 Super Exemption (\$183,432)
 Total (\$265,754)
 -6.99%

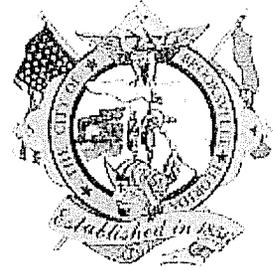


**Thank you.
Any Questions?**

**P.S. This data is good
for today only!**

CITY OF BROOKSVILLE

MEMORANDUM



To: The Honorable Mayor and City Council Members

From: Karen M. Phillips, Director of Administration/City Clerk 

Via: T. Jennene Norman-Vacha, City Manager 

Subject: VISITFLORIDA Grants

Date: August 27, 2007

As you are aware, we were awarded two VISITFLORIDA grants recently to do a major reproduction and distribution of 50,000 of our City of Brooksville Brochures. However, both grants that were applied for were for the same project from two different funding source categories at the agency and subsequently both grants were approved. After further research, it looks like we will only be able to accept one of the grants, unless we were able to get approval from the agency for a revised project scope to add additional elements to the brochure reproduction process. Unfortunately, this would also require additional matching dollar funds from the City for this subsequent grant in the estimated amount of \$3,933 if the entire project costs were agreed upon by the agency.

Recommendation:

Staff is recommending that the Cultural Heritage and Nature Tourism Marketing Grant be accepted by the City for an estimated project total of \$6,433, which includes a grant amount of \$3,216, which would require a city match of \$1,217 following the \$2,000 commitment from the Hernando County Tourist Development Office towards this project. The proposed 2007-2008 General Government Budget includes \$2,000 in the Printing & Binding Line Item No. 001-009-510-547.00 earmarked for this project. This project must be finalized and the funds expended by May 15, 2008

It is further recommended that the second grant for the Advertising Matching Grant of \$2,500 be rejected and the agency so notified.

cc: Stephen Baumgartner, Finance Director



FLORIDA COMMISSION ON TOURISM

POST OFFICE BOX 1100 • TALLAHASSEE FL 32301-1100
(850) 488-5607 ext. 352 • FAX: (850) 414-9732

GOVERNOR CHARLIE CRIST
CHAIR
TALLAHASSEE

DONNA ROSS
VICE CHAIR
TALLAHASSEE

07-02-07 P12:40 III

June 26, 2007

Ms. Karen Phillips
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Dear Ms. Phillips:

VISIT FLORIDA's Cultural Heritage and Nature Tourism Grant Program has once again experienced one of the most competitive grant cycles to date. We are very pleased to announce that the Florida Commission on Tourism and VISIT FLORIDA have awarded your organization a Cultural Heritage and Nature Tourism, Marketing Grant in the amount of \$3,216 for your cultural heritage and/or nature tourism efforts as outlined in your application. *

Enclosed you will find a press release template should you choose to announce your grant award locally. If your organization has never received payment from VISIT FLORIDA, please fill out the enclosed minority vendor and W9 forms, and fax them to (850) 201-6904. Also enclosed is information outlining the requirements for grant reimbursement. **Please read the grant reimbursement requirements carefully. Projects that do not meet all of the required guidelines will not receive the full reimbursement of their awarded grant.**

We are required to inform you that the receipt of grant funds from the Florida Commission on Tourism or VISIT FLORIDA may invoke classification of the recipient as a sub-recipient under the Florida Single Audit Act. Any organization classified as a sub-recipient and receiving at least \$300,000 in state funds will be required to comply with the Single Audit Act. The applicable Catalog of State Financial Assistance number is 31.006. Please see 215.97, F. S. and 27D-1, F.A.C. for further information or visit www.myflorida.com.

Again, congratulations on your award we look forward to seeing the final product and receiving all required paperwork no later than May 15, 2008. If you have any questions, please do not hesitate to contact Angie L. Beam, New Product Development Representative at (850) 488-5607, ext. 354 or abeam@VISITFLORIDA.org.

Sincerely,

Bud Nocera
VISIT FLORIDA
President and CEO

Enclosures: Minority Vendor/W9 Forms, Press Release, Reimbursement Requirements, VISIT FLORIDA Brand Logo Guidelines

NOTE: ACCEPT
GRANT

VISITFLORIDA

Cultural Heritage and Nature Tourism Grant Program

CONTACT INFORMATION:

FEID: 59-6000284

Address: Brooksville City Hall, 201 Howell Ave. Brooksville, FL 34601

Telephone 352-544-5407

Fax: 352-544-5424

Contact Person: Karen Phillips, Director of Administration/City Clerk

Contact Person Email kphillips@ci.brooksville.fl.us

Contact Person Address: Brooksville City Hall, 201 Howell Ave. Brooksville, FL 34601

Contact Person Telephone 352-544-5407

Fax: 352-544-5424

PROJECT INFORMATION:

Project Name: Historic Brooksville Brochure

Start Date: July /2007 (Month/Year)

End Date May /2008 (Month/Year)

Date of Festival or Event (if applicable): N/A (Day/Month/Year)

All projects must begin and be completed between July 1, 2007-May 15, 2008.

Has this project previously received a grant from VISIT FLORIDA? If so, when was it received and what type of grant was it?

Date: 2003

Grant Type: Advertising Matching Grant

Project Name: Historic Brooksville Brochure

PROJECT FUNDING:

Total Project Budget (total cost of expenses)

\$ 6433.00

Matching Funds or In-Kind* Services Provided (where applicable)

\$ 3217.00

*In-kind only applicable with the Image Development Grant.

Please explain source of matching funds, dollar-for-dollar or in-kind services (where applicable):

Hernando County Tourism Bureau: \$2,000.00

City of Brooksville General Fund \$1,217.00

Cultural Heritage and Nature Tourism Grant Program

PROJECT BUDGET:

Budget information must appear in the below form. Round amounts to the dollar; do not show cents. Be sure to double-check your arithmetic; math errors on this form may result in not requesting the full amount allowed.

EXPENSES	DOLLAR AMOUNT
Contracted Services	\$ 0.00
Artistic Fees	\$ 0.00
Technical/Production Fees	\$ 0.00
Printing	\$ 5218.00
Shipping	\$ 520.00
Travel	\$ 0.00
Marketing	\$ 695.00
Other	\$ 0.00
TOTAL:	\$ 6433.00

INCOME	DOLLAR AMOUNT
Anticipated VISIT FLORIDA Grant	\$ 3216.00
Private Support	\$ 0.00
Foundation Support	\$ 0.00
Government Support-Federal	\$ 0.00
Government Support-State/Regional	\$ 0.00
Government Support-Local/County	\$ 2000.00
	1217.00
Admissions/Membership Fees	\$ 0.00
In-Kind Donations*	\$ 0.00
Advertising	\$ 0.00
Other	\$ 0.00
TOTAL:	\$ 6433.00

*In-kind donations only applicable with the Image Development Grant.

PROJECT BUDGET DETAIL:

A description for each line item listed under "expenses" and "income" under the Project Budget **must** appear in this form. Each line item detailed in this section must correspond and match the line item figures listed above. The budget detail must also indicate specifically where grant funds will be spent. More lines will appear automatically, if needed. **Please review the grant tutorial found on www.VISITFLORIDA.org, under "New Product Development" for further explanation on how to complete your budget.**

Expenses:

Contracted Services: A staff member will secure printing quotes, rewrite and edit the brochure, contact local organizations for calendar event information, update the calendar, and ready the brochure for printing. Total: \$0.00

Artistic Fees: The basic layout of the brochure and photography of historic buildings were funded by the 2003 VisitFlorida grant for designing and printing *Historic Brooksville*. In order to use funds most efficiently, we have preserved the layout. City of Brooksville staff will edit and update the brochure on

VISITFLORIDA

Cultural Heritage and Nature Tourism Grant Program

city-funded time. Visual Spectrum, the original printing company, will reprint *Historic Brooksville* with no charges for text or photograph changes. Total: \$0.00

Technical/Production Fees: N/A

Printing: Visual Spectrum Printing Company will print 50,000 brochures. Total: \$5,218.00

Shipping: Thirty thousand brochures will be shipped as requested to the five Florida Welcome Centers. All other brochures will be featured within Hernando County at no shipping or placement costs. They will be showcased in the Hernando County Welcome Center, Brooksville City Hall, Greater Hernando County Chamber of Commerce, Hernando County Government Center, new resident packets, libraries, local accommodations, and at many of the events featured within the brochure. Total: \$520.00

Travel: N/A

Marketing: Visit Florida Partnership Renewal and 4"x9" brochure rack space at five Florida Welcome Centers. Total: \$695.00

Other: N/A

Income:

Anticipated VISIT FLORIDA Grant: Grant funds will be used to pay for a portion of the printing costs. Total: \$3216.00

Private Support: N/A

Foundation Support: N/A

Government Support-Federal N/A

Government Support-State/Regional: N/A

Government Support-Local/County: Hernando County Tourist Development Council will donate \$2,000. These funds will be used to pay the remainder of the printing costs and a portion of the shipping costs. The City of Brooksville has allocated funds to cover marketing and the rest of the shipping costs. Total: \$1,217.00

Admissions/Membership Fees: N/A

In-Kind Donations: N/A

Advertising: N/A

Other: N/A

PROJECT INFORMATION AND DETAIL:

Responses should appear in the spaces provided; more lines will appear automatically, if needed.

Briefly describe the project in clear and concise terms:

Historic Brooksville is an attractive marketing brochure funded by a matching grant from VisitFlorida in 2003. It extols the relaxing, nature-filled cultural and historical aspects of Brooksville and invites tourists to visit the Nature Coast for a respite from the hectic pace often associated with the theme parks of Florida. *Historic Brooksville* is the primary marketing brochure for the City of Brooksville and has been

2007-2008 Grant Application

4 of 7

Contact: Crissy L. Tallman • ctallman@VISITFLORIDA.org • (850) 488-5607 x354

Cultural Heritage and Nature Tourism Grant Program

handed out since 2003 at the Florida Welcome Centers, Hernando County Tourism Bureau, Chamber of Commerce, and government buildings.

The city of Brooksville has changed; events have been added or occasionally deleted. With matching funds from VisitFlorida, we will rewrite this brochure, replace ineffective photographs, and update the annual calendar of events with contact telephone numbers in a manner that **will not become outdated.** *Historic Brooksville* will highlight such cultural heritage events as the Brooksville Raid Re-enactment, Martin Luther King, Jr. Day, Heritage Day Festival, Juneteenth, Pioneer Day, Founders Week Festival, and bluegrass festivals. It will welcome visitors to experience nature: bird walks, biking trails, Weeki Wachee Swamp Fest, Chinsegut Birding and Wildlife Festival, Ahhochee Hill Audubon Sanctuary, parks, and outdoor concerts. Fifty thousand of these brochures will be printed and distributed. Displayed prominently on the back page will be the new VisitFlorida logo and web address with the words, "This project received financial assistance from VISIT FLORIDA", the logo and web address for Hernando County Tourism Bureau and the web address for the City of Brooksville.

What is your strategy for marketing the proposed program?:

As a partner of VisitFlorida, we will benefit from the collective strength of the VisitFlorida brand. We will place our brochure in all five of the Florida Welcome Centers. Hernando County Tourism Bureau, Hernando County Government Center, Hernando Chamber of Commerce, and Brooksville City Hall will enhance our marketing efforts by showcasing our brochure. The City of Brooksville will replicate *Historic Brooksville* on the city government website. This will be a joint venture to welcome visitors and invite them to explore the beautiful, historic city of Brooksville and to engage in the natural and cultural activities of the area. Through partnering, we will leverage our efforts with superior results.

If this is a repeat project, provide results of at least one (1) method of tracking or measuring ROI:

According to Sue Rupe, Tourism Director for Hernando County, 237,000 visitors and tourists to the county in 2005 directly or indirectly spent more than \$52 million. In 2006, the number of tourists to Hernando County rose 11% above the previous year, contrasting with a statewide increase in tourists of only 1.2%. Sue Rupe attributes Hernando County's tourism rates to vigorous marketing and promotion. We believe that, with an updated, more effective brochure, these numbers will increase.

Being as specific as possible, what is the potential generation of future business in Florida or local areas resulting from the proposed program? If applying for an Image Development Grant, describe this based on the inclusion of the images/video in future marketing projects:

At present, Brooksville Redevelopment Coordinator is negotiating with the Jack Kerouac Foundation to recreate Brooksville as 'Booksville', a literary-based small city with books for sale or perusal in every shop (e.g. cookbooks in food stores), bed-&-breakfasts with book-motif suites, tearooms with Victorian atmosphere, open-mike poetry readings in coffee shops, book signings and literary festivals to draw tourists. This will result in the creation of many unique endeavors. We already have had inquiries from serious investors. In the meantime, Brooksville continues to market itself as a relaxing yet fun family destination—a place where nature and culture combine, where one can keep active but not be exhausted at the end of the day. We are capitalizing on our slow, somewhat old-fashioned pace of life—a rarity in today's world. We emphasize our historical aura and peaceful, natural setting in the Nature Coast, an environmental sanctuary for wildlife and relaxed living.

Tourism gives this area a "critical mass". With a present population of 7,322, over 21% of whom live below the poverty level, Brooksville needs tourists and additional revenue in order for the quaint antique and home décor shops, cafes, and specialty salons to prosper.

Cultural Heritage and Nature Tourism Grant Program

For repeat and new projects, demonstrate plans to use at least one (1) method of tracking or measuring ROI:

According to Sue Rupe, head of the Hernando County Tourism Bureau, our partner in promoting this community, Hernando County is a favorite "backyard" destination spot for Floridians who prefer to "visit on a tankful" and sample many of the hiking, biking, and nature-based activities this county offers. Since many Floridians search for travel information on the Web, *Historic Brooksville* will be posted on the City of Brooksville website in pdf. format, giving searchers a succinct calendar of events with contact numbers for each event and possibly links to event websites. A counter will be installed to track visitors to the *Historic Brooksville* brochure webpage. Resulting numbers will assist our tourism bureau to promote Brooksville. The Brooksville Redevelopment Office will use tourism numbers to attract investors in the future growth of our city.

What is your plan for implementing the proposed program, including timeframe and marketing?:

Immediately upon receiving VisitFlorida matching funds, a staff member will update the *Historic Brooksville* brochure with current event information, dynamic photos, and rewritten text. Visual Spectrum will print fifty thousand brochures and will produce the brochure on disc so the City of Brooksville webmaster can install it on the city government website. Thirty thousand brochures will be shipped as needed/requested to the five Florida Welcome Centers and placed in the rack space. All other brochures will be showcased within Hernando County in the Hernando County Welcome Center, Hernando County Chamber of Commerce, Hernando County Government Center, Brooksville City Hall, new resident packets, local accommodations, libraries, and at many of the events featured within the brochure. We will have these brochures in the hands of the traveling public before the end of the summer.

Please outline demonstrated support of participating local governments and/or non-profit organizations for the grant project and attach letters of support as necessary. **Please review the grant tutorial for tips on how to demonstrate support, by visiting www.VISITFLORIDA.org, and clicking on "New Product Development."**

On April, 2, 2007, Brooksville City Council authorized expenditure of necessary funds from the General Account Fund to match VisitFlorida funding for the printing on the *Historic Brooksville* brochure. In addition, a staff member will use city-funded time to edit and update the brochure: rewriting it, selecting more effective photos, and compiling event information and contact numbers. Hernando County Tourism Bureau is donating \$2,000 to help underwrite this project. The Jerome Brown Youth Foundation, Hernando County Fine Arts Council, Hernando Historical Museum Association, Greater Hernando County Chamber of Commerce, and Hernando County Tourist Development Bureau have written letters supporting the funding and printing of this brochure.

If applying for an Image Development Grant, give names and locations of possible photographers/videographers and outline itinerary for photo shoot/filming with dates:

N/A

What are the expected project benefits?:

With an updated and replenished supply of *Historic Brooksville* marketing brochures, the City of Brooksville and Hernando County will continue to have a dynamic presence in the tourism industry. With timely event and contact information, more visitors and residents of Florida will participate in the cultural



Cultural Heritage and Nature Tourism Grant Program

and nature-oriented offerings of Brooksville and surrounding areas. With increased tourism, the economy of the area will flourish.

List the counties directly involved in the project: Hernando County

List each county/ municipality's population that are referenced above: City of Brooksville: 7,322;
Hernando County: 168,166

List source of county statistics listed in the previous response:
<http://www.co.hernando.fl.us/plan/dave/mdu399/mdu399.htm>

For additional information, please contact:

Kerri Post
Vice President, New Product Development
VISIT FLORIDA
(850) 488-5607 ext. 355
kpost@VISITFLORIDA.org



FLORIDA COMMISSION ON TOURISM

POST OFFICE BOX 1100 • TALLAHASSEE FL 32301-1100
(850) 488-5607 ext. 352 • FAX: (850) 414-9732

GOVERNOR CHARLIE CRIST
CHAIR
TALLAHASSEE

DONNA ROSS
VICE CHAIR
TALLAHASSEE

07-02-07 P12:40

June 27, 2007

Ms. Karen Phillips
The City of Brooksville
Brooksville City Hall
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Ms. Phillips,

* The Florida Commission on Tourism has awarded to your organization an Advertising Matching Grant in the amount of \$2500 to carry out your planned efforts to market the tourism advantages of your area.

Enclosed you will find a template of a press release for your use, should you desire to announce your grant award locally. Also enclosed is information outlining the criteria and requirements for the grant reimbursement.

We are required to inform you that the receipt of grant funds from the Florida Commission on Tourism or VISIT FLORIDA may invoke classification of the recipient as a sub-recipient under the Florida Single Audit Act. Any organization classified as a sub-recipient and receiving at least \$300,000 in state funds will be required to comply with the Single Audit Act. The applicable Catalog of State Financial Assistance number is 31.006. Please see 215.97, F.S. and 27D-1, F.A.C. for further information or visit www.myflorida.com.

The Florida Commission on Tourism and VISIT FLORIDA are very cognizant of the importance of supporting local tourism efforts for the state. We are pleased to make this grant money available to non-profit corporations and local governments. If you have any questions, please do not hesitate to call Dale Brill, Chief Marketing Officer at (850) 488-5607, extension 344.

Sincerely,

A handwritten signature in cursive script that reads "Bud Nocera".

Bud Nocera

Enclosure

NOTE: REJECT
GRANT

PURCHASE ORDER

VISITFLORIDA™

Florida Tourism Industry Marketing Corp.
d/b/a VISIT FLORIDA

P.O. Box 1100 ♦ Tallahassee, FL 32302-1100
Telephone: (850) 488-5607 ♦ Fax: (850) 224-9783 ♦ FEI #: 59-3359293

P.O. Number:

M-07780

To: The City of Brooksville		Visit Florida Ship-To Location: 2540 W. Executive Center Circle	
201 Howell Avenue		Suite 200	
Brooksville, FL 34601		Tallahassee, FL 32301	
P.O. Date: 07/02/07		Terms: Net 30 <input type="checkbox"/> unless checked: <input type="checkbox"/> Other _____	Date Required: 06/02/08
Ship Via: Best Way <input type="checkbox"/> unless checked: <input type="checkbox"/> Other _____		FOB: Tallahassee, FL	Shipping Charges: <input type="checkbox"/> Included <input type="checkbox"/> Prepay & Bill <input type="checkbox"/> C.O.D.
Overshipments Accepted? <input type="checkbox"/> No <input type="checkbox"/> Yes _____ % (must be completed for all overshipments)		Taxable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Dept./ Accounting Code: 4100-4000-8560

Quantity	Description	Unit Cost	Extended Amount
1	Advertising Matching Grant		2,500.00
	Produce/print a Historic Brooksville brochure		
	Reimbursement Requirements:		
	1) Display the VISIT FLORIDA brand logo with www.VISITFLORIDA.com as a call to action.		
	2) Acknowledge the project received financial assistance using the following wording:		
	"This program made possible through funding provided by VISIT FLORIDA and the Florida Commission on Tourism".		
	All grant recipients are encouraged to share any printed pieces including website projects with VISIT FLORIDA for review prior to final printing.		
	Please contact Bennie Strange at 850/488-5607, 319 or bstrange@VISITFLORIDA.org		
TOTAL:			2,500.00

The above Purchase Order Number **MUST** appear on all shipping documents and invoices to ensure prompt payment.
Order is to be entered in accordance with prices, delivery and specifications above.
Notify us immediately if you are unable to ship complete order by date specified.


AUTHORIZED SIGNATURE (required)

WHITE - Vendor/Contractor

YELLOW - Accounting

PINK - Originating Department



VISIT FLORIDA™
Advertising Matching Grant Program

**VISIT FLORIDA™
ADVERTISING MATCHING GRANT PROGRAM**

FISCAL YEAR 2007-2008

This application is available online and is formatted to allow you to type your information and save it to your computer. More lines will automatically appear, if needed. A typed application is highly recommended. **All responses must appear in the designated space provided in this application.**

Name of organization: The City of Brooksville

FEID: 59-6000284

Contact Person: Karen Phillips, Director of Administration/City Clerk

Telephone: 352-544-5407 Fax: 352-544-5424

Address: Brooksville City Hall 201 Howell Avenue Brooksville, FL 34601-2041

kphillips@ci.brooksville.fl.us E-mail

Local government unit: YES NO

Non-profit corporation/organization: YES NO

Amount Requested: \$2,500
(Maximum Grant of \$2,500)

Explain the following in clear and concise terms. Please avoid technical language and use attachments as necessary:

A. Brief description of the project/program:

Historic Brooksville is a marketing brochure developed and printed in 2003 through VisitFlorida Advertising Matching grant funds. It extols the nature-filled cultural and historical aspects of Brooksville and invites tourists to visit the Nature Coast for a respite from the hectic pace often associated with the theme parks of Florida. Historic Brooksville is the primary marketing brochure for the City of Brooksville and those same brochures, printed with a 2003 calendar of events, are still displayed at the Florida Welcome Centers, Hernando County Tourism Bureau, Chamber of Commerce, and government buildings.

The city of Brooksville has changed; events have been added or occasionally deleted. With matching funds from VisitFlorida, City of Brooksville staff will rewrite this brochure, replace ineffective photographs, and update the annual calendar of events with contact telephone numbers in a manner that will not become outdated. Historic Brooksville will highlight such cultural heritage events as the Brooksville Raid Re-enactment, Martin Luther King, Jr. Day, Heritage Day Festival, Juneteenth, Pioneer Day, Founders Week Festival, and bluegrass festivals. It will invite visitors to experience nature: bird walks, biking trails, Weeki Wachee



VISIT FLORIDA™

Advertising Matching Grant Program

Swamp Fest, Chinsegut Birding and Wildlife Festival, Ahhochee Hill Audubon Sanctuary, parks, and outdoor concerts. Displayed prominently on the back page will be the new VisitFlorida logo, the web address as a call to action, www.VISITFLORIDA.com with the words, "This project made possible through funding provided by VISIT FLORIDA and the Florida Commission on Tourism", the logo and web address for Hernando County Tourism Bureau, our partner in this project, www.go2hernando.com, and the web address for the City of Brooksville, www.ci.brooksville.fl.us. Fifty thousand of these brochures will be printed and distributed through Florida Welcome Centers and other venues that reach tourists and new residents. The brochure will be installed in pdf. format on the City of Brooksville website with possible links to event sponsors.

B. Source of matching funds dollar for dollar:

Hernando County Tourism Bureau: \$2,000.00
City of Brooksville General Fund \$1,933.00

C. Breakdown of how money will be spent:

Editing: The basic layout of the brochure and photography of historic buildings were funded by the 2002-2003 VisitFlorida Advertising Matching Grant for designing and printing *Historic Brooksville*. City of Brooksville staff, on city-funded time, will rewrite and edit the brochure, select more dynamic photographs, contact local organizations for calendar event information, update the calendar, and prepare the brochure for printing. Total: \$0.00

Printing: Visual Spectrum Printing Company, the original printer, will print *Historic Brooksville* with no charges for text or photograph changes. Fifty thousand brochures will be printed for distribution. In addition, Visual Spectrum will provide this brochure in pdf. format and City of Brooksville staff will install it on the City government website for Internet access. Total: \$5,218.00

Shipping: Thirty thousand brochures will be shipped as needed/requested to all five Florida Welcome Centers. The remaining brochures will be featured within Hernando County at no shipping or placement costs. They will be showcased in the Hernando County Welcome Center, Brooksville City Hall, Greater Hernando County Chamber of Commerce, Hernando County Government Center, new resident packets, libraries, local accommodations, and at many of the events featured within the brochures. Total: \$520.00

Marketing: VisitFlorida Partnership Renewal and 4"x9" brochure rack space at five Florida Welcome Centers. Total: \$695.00



VISIT FLORIDA™

Advertising Matching Grant Program

D. Project/program benefit to the community:

Historic Brooksville is Brooksville's widest-reaching marketing brochure. Its appealing description of Brooksville, with an extensive calendar of events and contact numbers for those events, invites families and tourists to experience the historical, cultural, and nature-oriented offerings of Brooksville and Hernando County. Many of the non-profits and sponsoring organizations have limited marketing funds and rely on cooperative advertising for maximum exposure. According to Sue Rupe, Tourism Director for Hernando County, 237,000 tourists and visitors to the county in 2005 directly or indirectly spent more than \$52 million. In 2006, the number of tourists to Hernando County rose 11% above the previous year, contrasting with a statewide increase of only 1.2%. Sue Rupe attributes Hernando County's tourism rates to vigorous marketing and promotion. We believe that, with an updated, more effective brochure and increased internet accessibility, these numbers will increase.

Tourism gives this area a "critical mass." With a present population of 7,322, more than 21% of whom live below the poverty level, Brooksville needs tourists and additional revenue in order for the quaint antique and home décor shops, cafes, and specialty salons to prosper.

E. Location of Project: The City of Brooksville, county seat of Hernando County, is located an hour north of Tampa in an area of rolling hills, green pastures, and towering oaks. It is an ideal destination for hiking, biking, bird-watching, nature-oriented and family activities. Hernando County is an area of minimal industrialization and commercialization, and we capitalize on our slow, somewhat old-fashioned pace of life—a rarity in today's world. We emphasize our historical aura (the City of Brooksville is over 150 years old) and our peaceful, natural setting in the Nature Coast, an environmental sanctuary for wildlife and relaxed living.

F. County's Unemployment rate: Unemployment rate is 4.5%, but only 41.3% of the population 18 and over are employed. The average employee annual wage is \$12,153.33 (Hernando County Tourist Development 2005-2006 Annual Report).

G. County's poverty rate: 21.5% poverty rate for individuals; 52.3% poverty rate for families with female householder, no husband present.



VISIT FLORIDA™

Advertising Matching Grant Program

G. County's poverty rate: 21.5% poverty rate for individuals; 52.3% poverty rate for families with female householder, no husband present.

H. County/municipality population*: City of Brooksville: 7,322; Hernando County: 168,166

*Source for County Statistics: <http://www.hernandocounty.us/plan/abstr2005/contents.html>
(SOURCE MUST BE ACCEPTABLE TO VISIT FLORIDA)

This project/program must be completed in the fiscal year in which the grant is awarded. For 2007-2008, the deadline is June 2, 2008. Post-project/program evaluation reports are required with request for reimbursement.


Chief Executive Officer Signature

For: City of Brooksville
Name of organization

Stephen J Baumgartner
Printed name

April 18, 2007
Date

Applications received after 5:00 p.m., Friday, April 20, 2007 will be returned to the applicant.

CITY OF BROOKSVILLE MEMORANDUM



To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Karen M. Phillips, Director of Administration/City Clerk

Date: August 27, 2007

Subject: Advisory Board Vacancy

In accordance with City Council Policy, the appropriate press release was issued regarding the following board position:

Planning and Zoning Commission

One unexpired three-year term of office through January 31, 2009. Applicants must be City residents.

Current full time member Charles Miller has resigned. Staff has received one application from Cecil D. Davis, IV who is a registered voter and City resident. Membership list and application is attached for review.

CITY OF BROOKSVILLE, FLORIDA



Janice L. Peters
Deputy City Clerk
201 Howell Avenue
Brooksville, FL 34601

Phone: (352) 544-5407
Fax: (352) 544-5424
E-Mail: jpeters@ci.brooksville.fl.us

NEWS RELEASE

August 14, 2007 - CITY ADVISORY BOARD & COMMISSION VACANCY

City Council for the City of Brooksville is now accepting applications from individuals interested in volunteering their time to serve as a member of the following advisory boards or commissions:

Planning & Zoning Commission

One (1) position to fill and unexpired three year term of office through January 31, 2009. Applicants must be City residents.

In order to apply for this board position, an appropriate application form must be completed. Resumes alone will not be accepted. An application form may be obtained from the office of the City Clerk or on the City of Brooksville website at www.ci.brooksville.fl.us and must be completed and returned no later than **Thursday, August 30, 2007 by 5:00 p.m.**, to the City Clerk's Office at 201 Howell Ave., Brooksville, Florida 34601-2041. Contact the City Clerk's Office at (352) 544-5407 with any questions.

All applicants for these volunteer positions **must** be registered voters in the State of Florida. Any other specific requirements are noted above.

PLANNING & ZONING COMMISSION

The Planning & Zoning Commission consists of five (5) voting members and two (2) alternate members who must be City residents. The alternate members would vote in the absence of a full time member. The Commission makes recommendations to City Council on zoning/re-zoning petitions, annexation petitions, comprehensive plan amendments, preliminary/final plats, and vacation of right-of-way petitions. Final decisions are made by the Commission on special exceptions and variance petitions, as well as appeals of administrative decisions or interpretations. Pursuant to Ordinance #562 adopted May 20, 1996, City Council may choose to hear appeals of any Planning and Zoning Commission decisions. The terms of office are for four (4) years and members must be City residents. The following is a list of the members of the Planning & Zoning Commission, their terms of office, addresses and phone numbers:

George H. Rodriguez, CHAIRMAN, 110 S. Brooksville Ave.; 796-8994 (work) or 796-6857 (home). Reappointed March 6, 2006 to a four year term, which expires March 31, 2010.

John A. Wanat, VICE CHAIRMAN, 501 Underwood Ave., 799-7225 (work); 796-7063 (home); 650-7091 (cell); E-Mail: jawanat@firstam.com. Reappointed January 8, 2007, to a four year term, which expires January 31, 2011.

~~Charles H. Miller, 760 Fernwood Drive, 796-5210 (home). Reappointed January 24, 2005, to a four year term, which expires January 31, 2009. Resigned as of August 6, 2007.~~

Elmer D. Korbus, 415 Hillside Court; 796-2980 (home). Reappointed January 8, 2007, to a four year term, which expires January 31, 2011.

Louise O. Taylor, P.O. Box 372; 796-9895 (home). Reappointed on January 8, 2007 to a four year term, which expires January 31, 2011.

E. E. "Ernie" Wever, Jr., ALTERNATE, 920 Moonlight Ln.; 799-0802 (home). Appointed 1/8/07 to an unexpired four year term of office through January 31, 2009. (Replaced Virginia G. Garnett)

Donald Carnes Varn, ALTERNATE, 451 Howell Ave.; 397-9611 (home). Appointed 1/8/07 to a four year term of office through January 31, 2011. (Replaced Richard E. Lewis)

Ex-officio & Support Staff

David LaCroix, Esquire, City Attorney, P.O. Box 381, Brooksville, FL 34605; (352) 382-1373 office and fax (also receives packet), Email: cityattorney@ci.brooksville.fl.us

Bill Geiger, Community Development Director/City Liaison (Non-Voting) to the Board; 544-5430 (work), Email: bgeiger@ci.brooksville.fl.us.

Patricia Jobe, Secretary to the Board; 544-5430 (work); Email: pjobe@ci.brooksville.fl.us or wjespersen@ci.brooksville.fl.us .

Ken Pritz, Non-voting School Board Representative, Director of Planning & Accountability, Hernando County School Board, 919 N. Broad St., 797-7096.

*Duties modified by Ordinance #562-A adopted March 3, 1997, consolidating duties of Planning and Zoning Board and Zoning Adjustment and Appeals Board, as well as being renamed to "Commission".

pc: JLP
KP - Blue Binder - Orig
Bd. Sec.
Bd. Chair
Bd. Vice-Chair
Master Binder Manual

City of Brooksville Application for City Advisory Board/ Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:

Mr. /Mrs./Miss/Ms. Cecil D. Davis IV

ADDRESS: 127 Highland st. Brooksville Fl 34601

PHONE NO: Home (352) 585-0456 Work (352) 796-1027

E-MAIL ADDRESS: _____

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No _____

11/3/07 JP

REGISTERED VOTER: Yes No _____ VOTER ID #: 104417046

PRESENT EMPLOYER: Self

EMPLOYER'S ADDRESS: 630 E. Dr. M.L. King JR Blvd

EDUCATION: HS Diploma. Some College. Business owner

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION: As a Business
(Please do not substitute "many boards" for experience.)

owner I have to deal with pensions, personnel, and planning.
I Have managed businesses for the past 8 years.

(Use back of form for additional information)

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

Leslie Eicher (Bubba) 279-5343

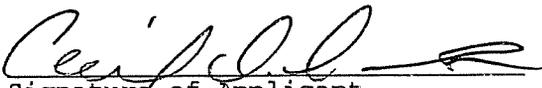
Joel Halladay 556-8342

Pat Finocchio (352) 398-7143

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

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

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


Signature of Applicant

NOTE: Return completed form to:

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

(Revised February 2, 2006)



FLORIDA DEPARTMENT OF LAW ENFORCEMENT CRIMINAL HISTORY INFORMATION

Search Florida's Criminal Histories



Step 4 of 5

Receipt

Please save this receipt for your records or retain the Transaction ID Number.

This is only your receipt. To view the results of your search continue to the results page.

Customer Information

Karen M Phillips
201 Howell Ave
Brooksville, FL 34601

Transaction Information

Transaction ID# **2293054**
Confirmation # 13680984
Authorization # 019693
Time of Transaction 8/24/2007 9:18:19 AM
Amount Charged **\$23.00**

Your Search Criteria

	First	Middle	Last	Date of Birth	Age	Race	Sex	SSN
Name	Cecil	Dewitt	Davis IV	07111980		W	M	
Maiden/ Alias				-	-	-	-	-



FLORIDA DEPARTMENT OF LAW ENFORCEMENT
CRIMINAL HISTORY INFORMATION

Search Florida's Criminal Histories



Step 5 of 5

Your Search Results

Your Search Criteria

	First	Middle	Last	Date of Birth	Age	Race	Sex	SSN
Name	Cecil	Dewitt	Davis IV	07111980		W	M	
Maiden/ Alias				-	-	-	-	-

FDLE found NO Florida criminal history based on the information provided. No criminal record check was conducted for other states or for the FBI. This record (or statement that there is not a record) is based on a request from a member of the public. This customer used the FDLE internet system to search for the Florida record. FDLE is providing this to respond to the customer's request.

[Help understanding these results](#)

* Name Aliases/Also Known As DOB SSN Sex Race Height Weight Eye Hair

Print

Home

Email Results to:

Search Criteria

RESOLUTION NO. 2007-15

WHEREAS, SONNY G. GILL was employed by the City of Brooksville, Florida on September 6, 1983 and he has, since that time, faithfully and selflessly rendered a high level of quality service to the Sanitation Division of the Department of Public Works, the City of Brooksville and the citizens of this community with his professional expertise, dedication, attitude, helpfulness, consideration and enthusiasm; and,

WHEREAS, having been hired as a Sanitation Laborer, MR. GILL quickly rose through the ranks, being promoted to Driver Crew Leader in March 1986, Residential Foreman in January 1994, Rear Loader Crew Leader in November 1984 and finally to Senior Operator III March 26, 2001; and,

WHEREAS, having always exhibited superior attitude and pride in his community, MR. GILL partook in the cleanup efforts after Hurricanes Charlie in 2004 and Katrina in 2005, participated in such community events as the United Way Day of Caring and Operation Pride, as well as spearheaded an annual charity gift giving event through his church to provide happy holiday memories for the less fortunate children in Brooksville during Christmas; and,

WHEREAS, MR. GILL retired effective July 20, 2007.

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

1. That this Resolution is given in honor of nearly twenty-four(24) years of faithful performance of duty by SONNY G. GILL.
2. That this Resolution is to set forth and memorialize the great affection and high esteem in which MR. GILL is hereby held by the City of Brooksville, its employees and citizens, and to make record of their appreciation and testament to the services performed by said SONNY G. GILL as a servant of the people.
3. That this Resolution will pay tribute to and perpetuate the testimony of all those who have been privileged to know and be associated with said SONNY G. GILL.

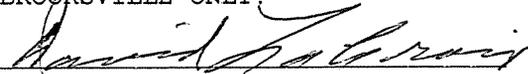
ADOPTED in regular session this 10th day of September, 2007.

CITY OF BROOKSVILLE

BY: _____
David Pugh, Mayor

ATTEST: _____
Karen M. Phillips,
City Clerk

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


David LaCroix, City Attorney

VOTE OF CITY COUNCIL:

Bernardini	_____
Bradburn	_____
Burnett	_____
Lewis	_____
Pugh	_____

MEMORANDUM

To: Honorable Mayor David Pugh Jr.
Honorable Vice- Mayor Frankie Burnett
Members of Council

Through: Jennene Norman-Vacha, City Manager

From: Timothy Mossgrove, Fire Chief

Date: August 20, 2007

Reference:: Present Children's Burn Foundation Check

The Children's Burn Foundation of Florida collects donations for burn survivors to attend a camp where burned children can gather together for a few days to share their pains, joys, tears and their triumphs while having the time of their life.

The Fire Division has collected over \$2000.00 for the Children's Burn Foundation of Florida this year to help send burn survivors to camp for a week. The Foundation encourages organizations to submit their collections the first part of September of each year for the planning phase of the camp that is held in November of the same year.

I am recommending this item be placed on the September 10th council agenda to allow myself and Captain Stan Mettinger, who organized this year's drive, to present these donations collected to the Children's Burn Foundation representative Irene Gaccek.

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager 
From: Bill Geiger, Community Development Director 
Subject: RZ2007-06 and SE2007-10; Petition Request for a Re-zoning from R1B (Single Family Residential District) to C1 (Commercial District) with Special Exception Use for a Storage Establishment (Specifically, mini-warehouses)
Petitioner: Hubert W. Dukes
Location: 712-714 Oakdale Avenue - Located between Ponce De Leon Boulevard and Sharon Street (The legal description for the subject site is given in full in the petition packet). Ref. Hernando County Property Appraiser Key Numbers 355056 & 354976.
Date: August 8, 2007 ORD # 749

Introduction & Background Information:

The subject property related to this petition is .69 acres +/-, and is located on the north side of Oakdale Avenue, approximately 196' west of Ponce De Leon Boulevard and 187' east of Sharon Street. This property is directly adjacent to industrial/commercial uses on the east, residential uses on the west and south, and vacant land (unimproved r/w & the west end of a commercial property) on the north. The City's current "Future Land Use" designation for the subject parcel is "Single Family Residential," and the zoning is R1B. A land use petition was previously recommended for approval by the Planning & Zoning Commission to assign this property with a designation of "Commercial." On July 2, 2007, the City Council expressed a concern with processing the land use petition without also addressing the zoning, and directed staff to work with the petitioner to initiate the zoning process concurrently with the land use process.

The petitioner is requesting that the City re-zone this property from the existing R1B (Single Family Residential) to C1 (Commercial), with a Special Exception Use for a "Storage Establishment." The petitioner has expressed an intent to build a mini-warehouse/storage facility at the subject site, to serve the residential community in the vicinity and to act as a buffer to the higher intensity uses to the east.

Land Use and Zoning:

The subject property is zoned R1B with a SFR land use. It lies directly adjacent to heavy commercial activities (including a propane service and delivery company and a pest control company) that are located directly east and north of the property on Ponce De Leon Boulevard (U.S. 98 North). The propane company has a Future Land Use designation of Industrial and the pest control company is Commercial. Property to the south has a multifamily residential land use and is zoned R3. Property to the west has a residential land use and is zoned R1B.

Factual Information:

1. The property has a current zoning designation of R1B, single family residential.
2. The property for this petition's zoning is approximately .69 ± acres.
3. The site previously contained single family residential structures on it that have been demolished in recent years.

4. The Petitioner is requesting a C2 zoning designation with Special Exception Use for a “storage establishment.”
5. The subject property has existing access to Oakdale Avenue.
6. The on-site soil type is Nobleton Fine Sand (0 to 5% slopes).
7. The property is located in flood zone C (as per the FIRM). Elevations range from 113' to 115' with the property sloping/draining toward the west-southwest.
8. This zoning petition is being processed concurrently with a land use amendment to change the property's land use designation from SFR to Commercial.
9. The subject property is not located within a wellhead protection area.

Staff Findings (Data & Analysis):

Natural Resources and Features

The subject property was the prior location of a single family residence which was demolished during the first quarter of 2007. Vegetation is sparse over approximately 60% of the property. Native trees (including Oak, Magnolia & Cedar) provide some buffering along the east and west property boundaries. The site is not located within a well head protection area. The soil on the subject property is identified as Nobleton Fine Sand (0 to 5% slopes), and appears to drain to the west-southwest between elevations of 115 and 113 feet.

Compatibility with Surrounding Area

If the re-zoning is approved, the property owner is proposing a 6,000 square foot mini-warehouse facility to serve the neighboring residential areas. Given the location and proximity of this property to heavy commercial uses on Ponce DeLeon Boulevard and residential neighborhoods (including an apartment complex located south of the subject site), it would appear that the proposed commercial land use designation to facilitate the warehouse use of the property would be compatible (with appropriate buffers) between the different types of existing uses.

Public Facilities and Level of Service

This property will be served by City water and sewer services. Access will be via Oakdale Avenue (City local street). Police, fire and sanitation collection services will also be provided by the City. Based on data assumptions contained within the City's Comprehensive Plan, the following analysis depicts the impacts associated with the proposed level of development as well as discussion concerning the maximum development potential of the property with the prospective land use -

Trip Generation: Per the ITE Trip Generation Manual, 6th Edition, the proposed land use (LU Code #151) would generate approximately 2 vehicle trips during the P.M. Peak Hour. The maximum development potential that this property could theoretically have under the Commercial designation would be for a 21,000± square foot facility (70% of lot area) that could generate up to 1,100 P.M. Peak Hour trips under certain retail scenarios. A more reasonable approach to estimating maximum development potential of the site would be to take the City's average commercial floor

area ratio of .25 (which is more realistic in addressing what it takes to economically meet all performance standards) and use that ratio to calculate the most intense retail use. Using this methodology, the maximum building area would be about 7,510 square feet, which in turn could generate up to 396 P.M. Peak Hour retail trips.

Water: Assuming potable water usage of 0.18 gallons per day per square foot for commercial users, the theoretical amount of water that would be consumed per day for this project would be 1,080 gallons (for a 6,000 square foot building). A mini-warehouse/storage use would actually consume closer to what is calculated as an Equivalent Residential Unit (ERU), which would be 242 gallons per day. The maximum development consumption that this property could theoretically have under the Commercial designation would be for a 21,000± square foot facility (70% of lot area) that could consume up to 3,780 gallons per day under certain retail scenarios. These quantities are all currently available from the City and do not cause the City to exceed its allowable maximum daily consumption of 2.24 MGD.

Sewer: Assuming sanitary sewer effluent generation of 0.15 gallons per day per square foot for commercial users, the theoretical amount of waste water that would be generated per day for this project would be 900 gallons (for a 6,000 square foot building). A mini-warehouse/storage use would actually generate closer to what is calculated as an Equivalent Residential Unit (ERU) which would be 220 gallons per day. The maximum development consumption that this property could theoretically have under the Commercial designation would be for a 21,000± square foot facility (70% of lot area) that could generate up to 3,150 gallons per day of effluent under certain retail scenarios. The project's effluent can currently be accommodated by the City's present sewer treatment capacity which is 3.0 MGD.

Drainage: The subject site is located within Flood Zone C, which is defined as an area exhibiting minimal flood potential. No wetlands are located on the site. Development of the site will have to meet SWFWMD 40D-4 permitting requirements, as well as the City's Comprehensive Plan policies relating to stormwater retention and conveyance.

Budget Impact:

There are no budget amendments or adjustments required in conjunction with the processing of this petition.

NOTE: The zoning amendment/special exception use petition process is a land use determination which does not constitute a permit for either construction on or use of the property. Nor are these actions considered a Certificate of Concurrency. Prior to use of or construction on the property, the petitioner must receive construction plan or use approval from the appropriate City and/or other governmental agencies that have regulatory authority over the proposed development/use.

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

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

Planning & Zoning Commission and Staff Recommendation:

At their meeting on August 8, 2007, the Planning & Zoning Commission concurred with staff to recommend that City Council approve the re-zoning of this property from R1B (Single Family Residential) to C1 (Commercial), with a Special Exception Use for a Storage Establishment (specifically a mini-warehouse facility) subject to the following conditions:

1. The use of this property is restricted exclusively for a mini-warehouse (storage only) facility. No other use is permitted on this property. The owner must apply to the City with a request to re-zone the property in order to establish a different use for this property.
2. Development/construction plans for this property will be analyzed for impact to roads, utilities, drainage, public services, the environment and all other applicable land use criteria, and will be subject to meeting all federal, state and local agency permitting requirements.
3. The developer of the subject property shall be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Management and Storage of Surface Waters Permit Information Manual*, as published by the Southwest Florida Water Management District. Site development plans will be submitted, including drainage control system design and calculations, that are subject to approval by the City's Department of Public Works prior to obtaining a building permit.
4. The petitioner shall provide adequate buffers around the perimeter of the property that are consistent with or exceed City adopted standards and comply with the City's landscaping, buffers and tree protection regulations.
5. A dumpster pad is required that complies with the screening requirements of Chapter 109 of the City Code.
6. The development must be served by City central water and sewer.
7. The developer will be required to coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements around the perimeter of the site. Public sidewalks are to be installed along the public rights-of-way and design should provide for crosswalks and underground drainage where appropriate.
8. The proposed zoning will not become effective until the land use change from "Single Family Residential" to a "Commercial" designation has been approved.

Page 5
RZ2007-06
Hubert W. Dukes
September 10, 2007

- Attachments:
- 1) Rezoning Petition
 - 2) Special Exception Petition
 - 3) Letter from Hubert W. Dukes date stamped 4/24/07
 - 4) Conceptual Site Plan
 - 5) Draft Re-zoning Ordinance
 - 6) Site Location Map

G:\Bgeig\Zoning\Rezoning\cc09102007 RZ2007-06 Dukes.wpd

ORDINANCE NO. 749

AN ORDINANCE REZONING CERTAIN PROPERTY FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-1 (COMMERCIAL DISTRICT) WITH A SPECIAL EXCEPTION USE FOR A STORAGE ESTABLISHMENT (MINI-WAREHOUSE STORAGE ONLY) FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. -- That the property in the City of Brooksville, Florida as shown on Exhibit "A" and described below is hereby zoned as C-2 Commercial with Special Exception Use for a Storage Establishment (Mini-warehouse storage only). The zoning map of the City of Brooksville shall be amended accordingly.

Legal Description of Subject Property:

PARCEL A

FOR A POINT OF BEGINNING COMMENCE AT A FOUND CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE AND THE SOUTHEAST CORNER OF LOT 6, BLOCK "B," PLAT OF SNOW CAPS; A SUBDIVISION IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CONCRETE MONUMENT BEING AS A PERMANENT REFERENCE MARK ON SAID PLAT OF SNOW CAPS, RUN THENCE NORTH 00°32' EAST ALONG THE EAST BOUNDARY OF BLOCK "B," 225.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF CARRICK STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY TO THE EAST RIGHT-OF-WAY OF CARRICK STREET; NORTH ALONG SAID EAST RIGHT-OF-WAY 22.35 FEET TO ITS INTERSECTION WITH THE SOUTH BOUNDARY OF THE FORMER SNOW PROPERTY, AS ESTABLISHED BY SURVEYS EXECUTED IN SEPTEMBER 1973 AND PER DEED RECORDED IN OFFICIAL RECORD BOOK 15, PAGE 197, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND NOW STRONGLY OCCUPIED AND MONUMENTED; THENCE NORTH 89°42' EAST ALONG SAID SOUTH BOUNDARY OF THE FORMER SNOW PROPERTY 75.21 FEET; THENCE SOUTH 00°32' WEST 123.87 FEET; THENCE SOUTH 89° 51' WEST 62.50 FEET; THENCE SOUTH 00°32' WEST, 123.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE; THENCE WEST 62.50 FEET ALONG SAID NORTH RIGHT-OF-WAY TO THE POINT OF BEGINNING. EAST RIGHT-OF-WAY.

AND

PARCEL B

COMMENCE AT A FOUND CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE AND THE SOUTHEAST CORNER OF LOT 6, BLOCK "B," OF THE PLAT OF SNOW CAPS; A SUBDIVISION IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AS RECORDED IN PLAT 5, PAGE 84, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CONCRETE MONUMENT BEING DESIGNATED AS A PERMANENT REFERENCE MARK ON SAID PLAT OF SNOW CAPS, RUN THENCE EAST ALONG THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE, 62.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY 62.50 FEET; RUN THENCE NORTH 00°32'00" EAST A DISTANCE OF 123.87 FEET; RUN THENCE SOUTH 89°51'00" WEST A DISTANCE OF 62.50 FEET; RUN THENCE SOUTH 00°32'00" WEST A DISTANCE OF 123.71 FEET TO THE POINT OF BEGINNING.

Location: 712 - 714 Oakdale Avenue

Petitioner: Hubert W. Dukes

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

A. The property described herein is hereby zoned C-1 (Commercial District) with a Special Exception Use for a Storage Establishment (Mini-warehouse storage only), and the zoning map of the City of Brooksville shall be amended accordingly. The Zoning/Special Exception Use consideration for a Storage Establishment (Mini-warehouse only) is subject to the following conditions:

1. The use of this property is restricted exclusively for a mini-warehouse "storage only" facility. No other use is permitted on this property. The owner must apply to the City with a request to re-zone the property in order to establish a different use for this property.

2. Development/construction plans for this property will be analyzed for impact to roads, utilities, drainage, public services, the environment and all other applicable land use criteria, and will be subject to meeting all federal, state and local agency permitting requirements.
3. The developer of the subject property shall be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Management and Storage of Surface Waters Permit Information Manual*, as published by the Southwest Florida Water Management District. Site development plans will be submitted, including drainage control system design and calculations, that are subject to approval by the City's Department of Public Works prior to obtaining a building permit.
4. The petitioner shall provide adequate buffers around the perimeter of the property that are consistent with or exceed City adopted standards and comply with the City's landscaping, buffers and tree protection regulations.
5. A dumpster pad is required that complies with the screening requirements of Chapter 109 of the City Code.
6. The development must be served by City central water and sewer.
7. The developer will be required to coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements around the perimeter of the site. Public sidewalks are to be installed along the public rights-of-way and design should provide for crosswalks and underground drainage where appropriate.
8. The proposed zoning will not become effective until a Comprehensive Plan land use change from "Single Family Residential" to a "Commercial" designation has been approved.

Section 2. -- This Ordinance and zoning classification for the properties described shall take effect at such time as when the City's amendment of the Future Land Use Map of its Comprehensive Plan designating a "Commercial District" land use for the described properties hereto, is approved and becomes effective per Statutory requirements.

Section 3. -- All Ordinances in conflict herewith are expressly repealed.

CITY OF BROOKSVILLE

Attest: _____
 Karen M. Phillips
 City Clerk

By: _____
 David Pugh
 Mayor

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

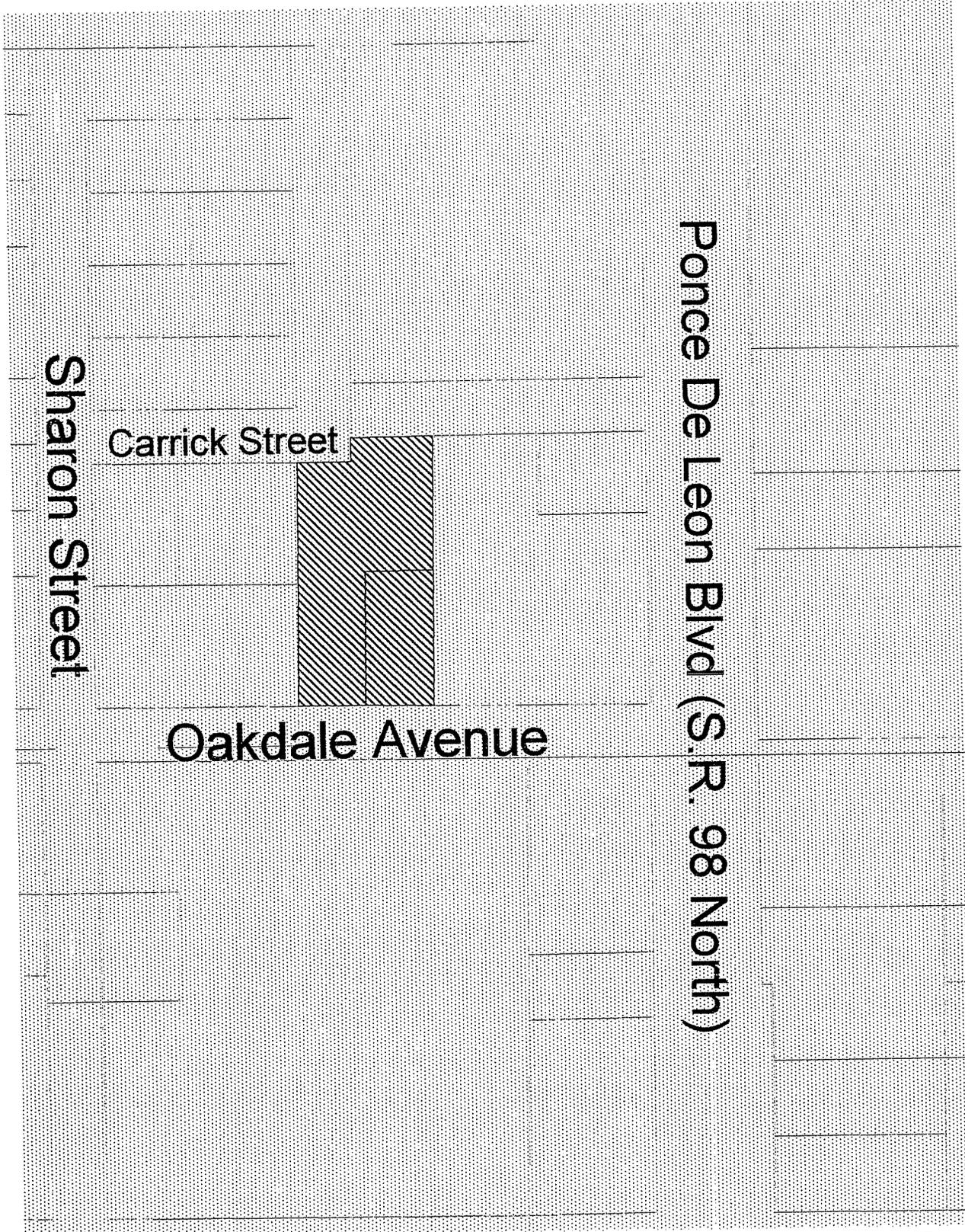
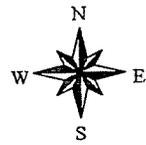
Approved as to form and content
 for the reliance of the City of
 Brooksville only:

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


 David La Croix, City Attorney



Hubert W. Dukes Oakdale Avenue Property



Prepared by
City of Brooksville
Community Development Department
August 8, 2007

Hubert W. Dukes
Exhibit "A"
Rezoning Ord. No. 749

Legend

-  Dukes cpa.shp
-  City Boundary as of August 14, 2006

CITY OF BROOKSVILLE ZONING AMENDMENT PETITION

Date: 4/23/07

Print or Type All Information.

Applicant: Hubert W. Dukes
Mailing Address: 4234 Camelia Dr
Hernando Beach FL 34607
Daytime Telephone: 352-596-8383

Representative: _____
Mailing Address: _____
Daytime Telephone: _____

Legal Description: Section: 22 Township: 22 Range: 19

Size of Area Covered by Application: 0.69 ac

Highway & Street Boundaries: Oakdale Avenue

Future Land Use Designation: Commercial

Current Land Use Designation: Residential

Current Zoning Classification: _____

Zoning Classification Desired: C-1 with S.F. for Storage Establishment
(Mini-warehouse)

Has a public hearing been held on this property within the last twelve months? No

PETITION FOR SPECIAL EXCEPTION USAGE

TO THE CITY OF BROOKSVILLE, FLORIDA
PLANNING & ZONING COMMISSION

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

See attached

Subject Property Street Address: 712-714 Oakdale Ave
Brooksville, Fla

PETITIONER IS SPECIFICALLY REQUESTING SPECIAL EXCEPTION USAGE FOR THE FOLLOWING:

Storage Establishment (Mini-warehouse)

Property future land use is: Residential
Current land use is: Residential-Vacant Property
Property is zoned: R1B-Single Family Residential

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

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

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

Petitioner's Name: Hubert Wayne Dukes

Street Address: 4234 Camelia Dr

City/State/Zip: Hernando Beach, FL 34607

Daytime Phone: 352-596-8383

Signature: Hubert W. Dukes

PARCEL A

FOR A POINT OF BEGINNING COMMENCE AT A FOUND CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE AND THE SOUTHEAST CORNER OF LOT 6, BLOCK "B", PLAT OF SNOW CAPS; A SUBDIVISION IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CONCRETE MONUMENT BEING AS A PERMANENT REFERENCE MARK ON SAID PLAT OF SNOW CAPS, RUN THENCE NORTH 00°32' EAST ALONG THE EAST BOUNDARY OF BLOCK "B", 225.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF CARRICK STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY TO THE EAST RIGHT-OF-WAY OF CARRICK STREET; NORTH ALONG SAID EAST RIGHT-OF-WAY 22.35 FEET TO ITS INTERSECTION WITH THE SOUTH BOUNDARY OF THE FORMER SNOW PROPERTY, AS ESTABLISHED BY SURVEYS EXECUTED IN SEPTEMBER 1973 AND PER DEED RECORDED IN OFFICIAL RECORD BOOK 15, PAGE 197, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND NOW STRONGLY OCCUPIED AND MONUMENTED; THENCE NORTH 89°42' EAST ALONG SAID SOUTH BOUNDARY OF THE FORMER SNOW PROPERTY 75.21 FEET; THENCE SOUTH 00°32' WEST 123.87 FEET; THENCE SOUTH 89° 51' WEST 62.50 FEET; THENCE SOUTH 00°32' WEST, 123.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE; THENCE WEST 62.50 FEET ALONG SAID NORTH RIGHT-OF-WAY TO THE POINT OF BEGINNING. EAST RIGHT-OF-WAY.

AND

PARCEL B

COMMENCE AT A FOUND CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE AND THE SOUTHEAST CORNER OF LOT 6, BLOCK "B", OF THE PLAT OF SNOW CAPS; A SUBDIVISION IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AS RECORDED IN PLAT 5, PAGE 84, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CONCRETE MONUMENT BEING DESIGNATED AS A PERMANENT REFERENCE MARK ON SAID PLAT OF SNOW CAPS, RUN THENCE EAST ALONG THE NORTH RIGHT-OF-WAY OF OAKDALE AVENUE, 62.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY 62.50 FEET; RUN THENCE NORTH 00°32'00" EAST A DISTANCE OF 123.87 FEET; RUN THENCE SOUTH 89°51'00" WEST A DISTANCE OF 62.50 FEET; RUN THENCE SOUTH 00°32'00" WEST A DISTANCE OF 123.71 FEET TO THE POINT OF BEGINNING.

ACKNOWLEDGMENT

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

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

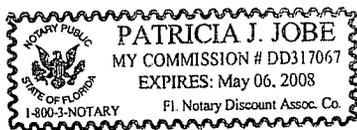
I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.


Signature

STATE OF FLORIDA
COUNTY OF Hernando

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF April, 2007 BY THE ABOVE PERSON(S) _____ WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO (~~HE~~) (DID NOT) TAKE AN OATH.


SIGNATURE OF NOTARY



OWNER OR AGENT AFFIDAVIT

*CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA*

I, , being duly sworn, hereby depose and say
I am ~~is~~ the owner of the herein described property to-wit:

(Insert Legal Description Below)

APR 24 2007

**Hubert W. Dukes
4234 Camelia Drive
Hernando Beach, FL 34607
(352) 596-8383**

City of Brooksville
201 Howell Ave
Brooksville, FL 34601

Subject: Zoning Amendment Petition

Please find the enclosed petition concerning the properties located at 712 and 714 Oakdale Avenue, Brooksville.

My proposal is for a centrally located 40'X150' metal mini storage building that meets Florida's building codes. This building would be a premanufactured building and would be assembled on site. This low impact building would offer a genuine buffer zone from the two existing commercial properties.

As a normally unoccupied facility it would not generate any adverse conditions to any of the property owners surrounding the proposed site. The property on the South side of the proposed site is an apartment complex consisting of 40 one and two bedroom apartments for which the proposed storage facility would be conveniently located. The West Side of the property would provide a true buffer zone to the two residential properties that are located at least 70 feet west of the subject property.

County Traffic Management office determined that the project will only generate 15 daily trips of which only two are PM peak hour trips.

Potable water service is available adjacent to the project site on Oakdale Avenue. This includes a 2-inch potable water line adjacent to the project, and a 6-inch potable water line on the south right-of-way of Oakdale Avenue. Potable water capacity is currently available to serve the proposed project.

Wastewater service is currently available adjacent to the project on Oakdale Avenue. This includes a 8-inch gravity sewer currently serving Oakdale Avenue. Sanitary sewer is available for this project.

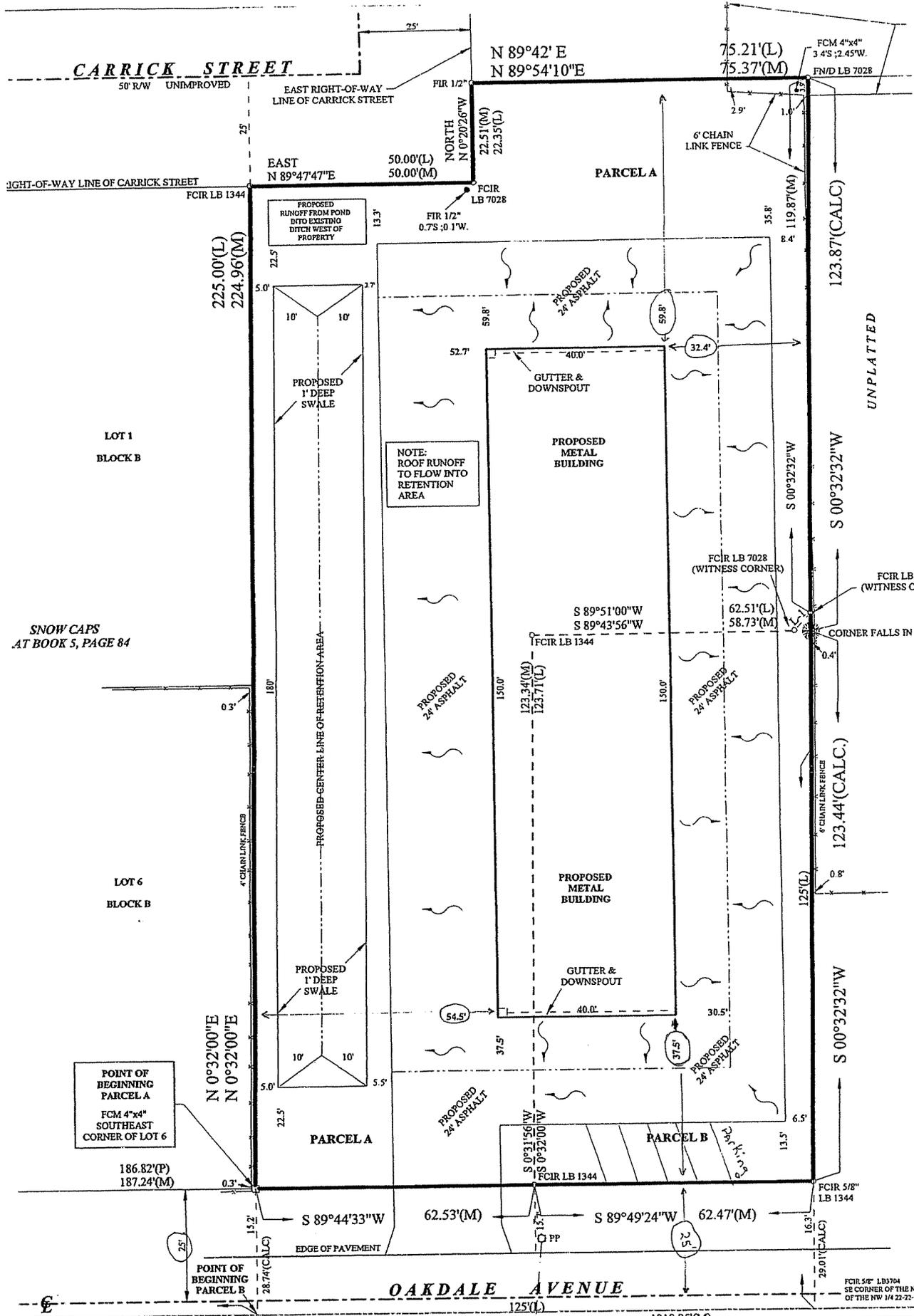
Surface water drainage will be accommodated through on-site retention and ditch system.

The capacity for solid waste is available to project on Oakdale Avenue by the City Sanitation Dept. for services in the area. The Hernando County's Northwest Waste Management Facility is located on US 98 Northwest of Brooksville.

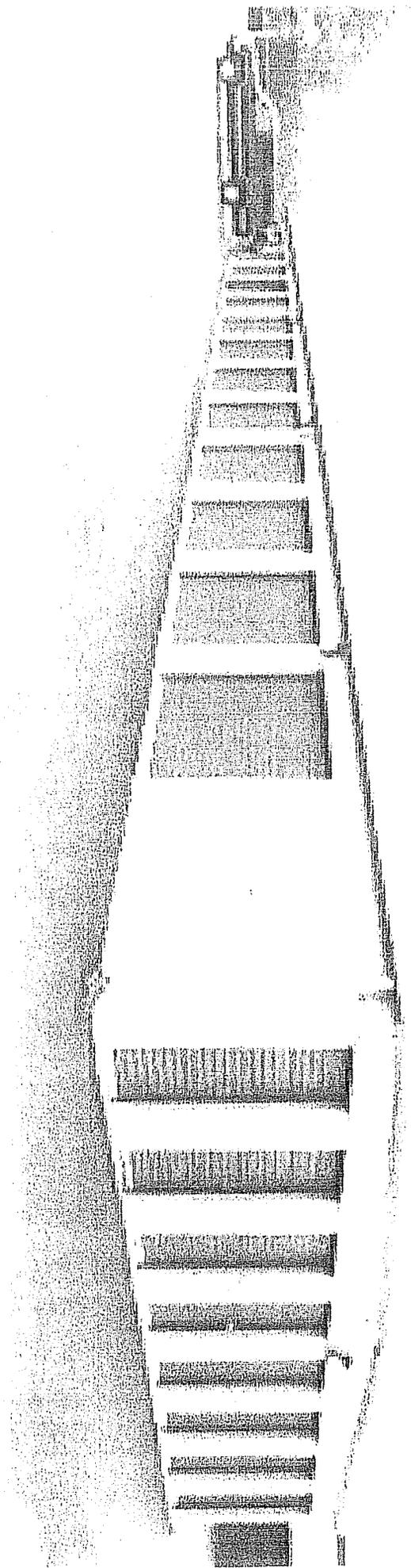
Your favorable consideration is greatly appreciated.



Hubert W. Dukes



DATE MAP,	THIS PLOT PLAN DRAWN CONSISTENT WITH THE PLANS PROVIDED AND MEETS MINIMUM SETBACK REQUIREMENTS.	DRAWN BY	FIELD SURVEY DATE
		RMG	NOVEMBER 23, 2005
	THIS SURVEY SHOWS THE ACTUAL LOCATION OF THE FOUNDATION (FORMS).	SCALE	FIELD BOOK AND PAGE
		1" = 20'	63 15-18 180 29-32
		CHECKED BY	SECTION TOWNSHIP RA
		T. COIL	22 22S 1



STAFF REPORT

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager 
From: Bill Geiger, Community Development Director 
Subject: RZ2007-04 and SE2007-07 and 08; Petition request to rezone from Agricultural to C-2 (Commercial) with a Special Exception Use for Light Manufacturing and a Special Exception Use for a Secondhand Retail Store
Petitioner: Hernando County Board of County Commissioners (property owner) and Grace M. Haines (lessee/building owner); Presented by Clifford Fouts - Habitat for Humanity of Hernando County
Location: 19370 Oliver Street - Ref. HCPA Parcel Key # 01305607
Date: August 17, 2007 ORD # 750

Introduction and Background Information:

The subject property is 3.25 acres \pm , currently zoned as Agricultural and is located on the north-central side of the Hernando County Fairgrounds property off of U.S. Highway 41 South, and on the south side of Oliver Street (See attached location map). The Petitioner is specifically requesting that the property be rezoned from Agricultural to C-2 Commercial, with two (2) Special Exception Use (SEU) petitions. One SEU petition is for Light Manufacturing and one is for a Secondhand Retail Store, both to be located at this site. This property was annexed into the city on June 7, 1993. Historically, light manufacturing operations have been a primary use on this property (including a sewing factory and Clinch-On Tools, a fastener manufacturer).

Land Use/Zoning:

The subject property is zoned Ag (Agricultural) with a City Comprehensive Plan Future Land Use (FLU) designation of Public Facilities and Land. Property located on the north side of Oliver Street has a County zoning designation of Residential with a FLU designation of residential, and properties to the south, east and west have a City zoning designation of Agricultural, with a FLU designation of Public Facilities and Land.

Factual Information:

1. The property has a current zoning designation of Agricultural. The Petitioner is requesting a C2 zoning designation with Special Exception Use for a second hand store and light manufacturing.
2. The property for this petition's zoning is approximately 3.25 \pm acres.
3. The site is already developed with buildings and parking that will support the proposed use.
4. Habitat for Humanity of Hernando County is proposing to use the site for their office, thrift store, warehouse and pre-assembly activities associated with their program to build affordable housing in Hernando County.
5. The subject property has existing, improved access to Oliver Street.
6. The on-site soil type is Blichton loamy fine sand (2% to 5% Slopes).
7. The property is located in flood zone C (as per the FIRM). Elevations range from 100' to 112' with the property sloping/draining toward the northwest.
8. The subject property is not located within a wellhead protection area.

Page 2

RZ2007-004 & SE 2007-07 and 08

Hernando County BCC and Grace M. Haines;

Presented by Clifford Fouts -Habitat for Humanity of Hernando County

19370 Oliver Street

August 8, 2007

Staff Findings:

The petitioner is requesting this re-zoning and two (2) special exception uses to enable the petitioner to use the existing, developed property for light manufacturing (storage of building materials, construction of walls to be transported to home building sites, etc.) and also to enable the petitioner to operate a secondhand retail store with all the proceeds going toward defraying the cost for construction materials. No new buildings or development is being proposed with this project.

The city will continue to provide services to the site, including police & fire protection, water service and solid waste collection services.

The Habitat for Humanity project traffic will be served by Oliver Street, which is currently a small, local road with varying pavement width. This general area is transitioning, with additional higher density residential and commercial uses anticipated for the future. City and County staff have done some preliminary coordination and planning with prospective developers in this vicinity, and anticipate that Oliver Street will eventually be improved and extended to the east to connect with the future road to be constructed by 2008-2009, know as Governor Boulevard. The anticipated traffic impact produced by Habitat for Humanity's use of the subject property is expected to be nominal, in consideration of its prior established use. However, if another heavier commercial use were to occupy the property in the future, additional evaluation of the impacts of said heavier use would need to be measured and mitigated, if necessary.

If approved, the petitioner's requested zoning and SEU will facilitate their proposed use for the property. Any future development or change of use on the property will be subject to concurrency review and analysis at the time when a development order/permit application is submitted.

Budget Impact:

There are no budget amendments or adjustments required in conjunction with the processing of this petition.

NOTE: The zoning amendment/special exception use petition process is a land use determination which does not constitute a permit for either construction on or use of the property. Nor are these actions considered a Certificate of Concurrency. Prior to use of or construction on the property, the petitioner must receive construction plan or use approval from the appropriate City and/or other governmental agencies that have regulatory authority over the proposed development/use.

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

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

Planning & Zoning Commission and Staff Recommendation:

At their meeting on August 8, 2007, the Planning & Zoning Commission concurred with staff to recommend that City Council approve the re-zoning of this property from Agricultural to C2 (Commercial) with a Special Exception Use for Light Manufacturing and a Special Exception Use for a Secondhand Retail Store, subject to the following conditions (*Strikeout/Underline formatting is used to indicate modifications made by the Commission to the original staff recommendation-Staff endorse the modifications made*):

1. Use of this property is restricted exclusively for a secondhand store and light manufacturing with related offices and storage areas. No other uses are permitted on this property. The owner must apply to the city with a request to rezone the property in order to establish a difference use for this property.
2. The petitioner/developer must obtain all required permits and meet all applicable land development regulations, for construction or use of the property.
3. If additional site development were proposed for the property (beyond the scope of exiting site coverage and floor area ratio), the prospective developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District. The proposed stormwater plan associated with this project must comply with all applicable federal, state and local standards. The developer will be required to coordinate with the City's Department of Public Works and Community Development to properly plan for and address drainage.
4. The active leasehold interest will need to coordinate with the City's Customer Service Division to activate an account for City services.
5. Any future use of the site, other than that which is being proposed by Habitat for Humanity of Hernando County, will be subject to concurrency and compliance review to determine consistency with city codes and regulations.

Attachments: Rezoning Petition
Special Exception Use Petitions (Including existing site plan)
Letter dated January 25, 2007 from Habitat for Humanity
Letter dated May 18, 2007 from Hernando County Deputy County Administrator
Letter dated June 18, 2007 from Attorney Joseph M. Mason, representing Grace Haines
Draft Zoning/SEU Ordinance
Site Location Map

ORDINANCE NO. 750

AN ORDINANCE REZONING CERTAIN PROPERTY FROM AGRICULTURAL DISTRICT TO C-2 COMMERCIAL DISTRICT WITH SPECIAL EXCEPTION USE FOR LIGHT MANUFACTURING AND WITH SPECIAL EXCEPTION USE FOR SECONDHAND RETAIL STORE FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. -- That the property in the City of Brooksville, Florida as shown on Exhibit "A" and described below is hereby zoned as C-2 Commercial with Special Exception Use for Light Manufacturing and with Special Exception Use for Secondhand Retail Store and the zoning map of the City of Brooksville shall be amended accordingly.

Commencing at the NE corner of the SW 1/4 of Section 33, Township 22 South, Range 19 East, Hernando County, Florida, to thence S 01°10'13" W, a distance of 25.00 feet to the POINT OF BEGINNING, continue thence S01°10'13"W, a distance of 637.01 feet; thence N 30°34'41"W, a distance of 97.29 feet; thence N 42°49'11"W, a distance of 168.74 feet; thence N 32°40'26"W, a distance of 327.25 feet; thence N 00°30'14"E, a distance of 157.00; thence S89°29'41"E, a distance of 352.49 feet to the POINT OF BEGINNING. Also described as: A TR 637X97X168X327X157X352 FT MOL IN E1/2 OF SW1/4 ORB 1041 PG 1705. PARCEL R33 422 19 0000 0510 0010

Location: 19370 Oliver Street

Petitioner: Hernando County Board of County Commissioners

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

- A. The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of C-2 Commercial with a Special Exception Use for Light Manufacturing and a Special Exception Use for a Secondhand Retail Store, subject to the following conditions:
1. Use of this property is restricted exclusively for a secondhand store and light manufacturing with related offices and storage areas. No other uses are permitted on this property. The owner must apply to the city with a request to rezone the property in order to establish a difference use for this property.
 2. The petitioner/developer must obtain all required permits and meet all applicable land development regulations, for construction or use of the property.
 3. If additional site development were proposed for the property (beyond the scope of exiting site coverage and floor area ratio), the prospective developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District. The proposed stormwater plan associated with this project must comply with all applicable federal,

state and local standards. The developer will be required to coordinate with the City's Department of Public Works and Community Development to properly plan for and address drainage.

- 4. The active leasehold interest will need to coordinate with the City's Customer Service Division to activate an account for City services.
- 5. Any future use of the site, other than that which is being proposed by Habitat for Humanity of Hernando County, will be subject to concurrency and compliance review to determine consistency with city codes and regulations.

Section 2. - The City Council does hereby find that zoning classification for the property described is consistent with the City of Brooksville Future Land Use Element of its Comprehensive Plan and shall take effect immediately upon its adoption.

Section 3. - All Ordinances in conflict herewith are expressly repealed.

CITY OF BROOKSVILLE

Attest: _____
Karen M. Phillips
City Clerk

By: _____
David Pugh
Mayor

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

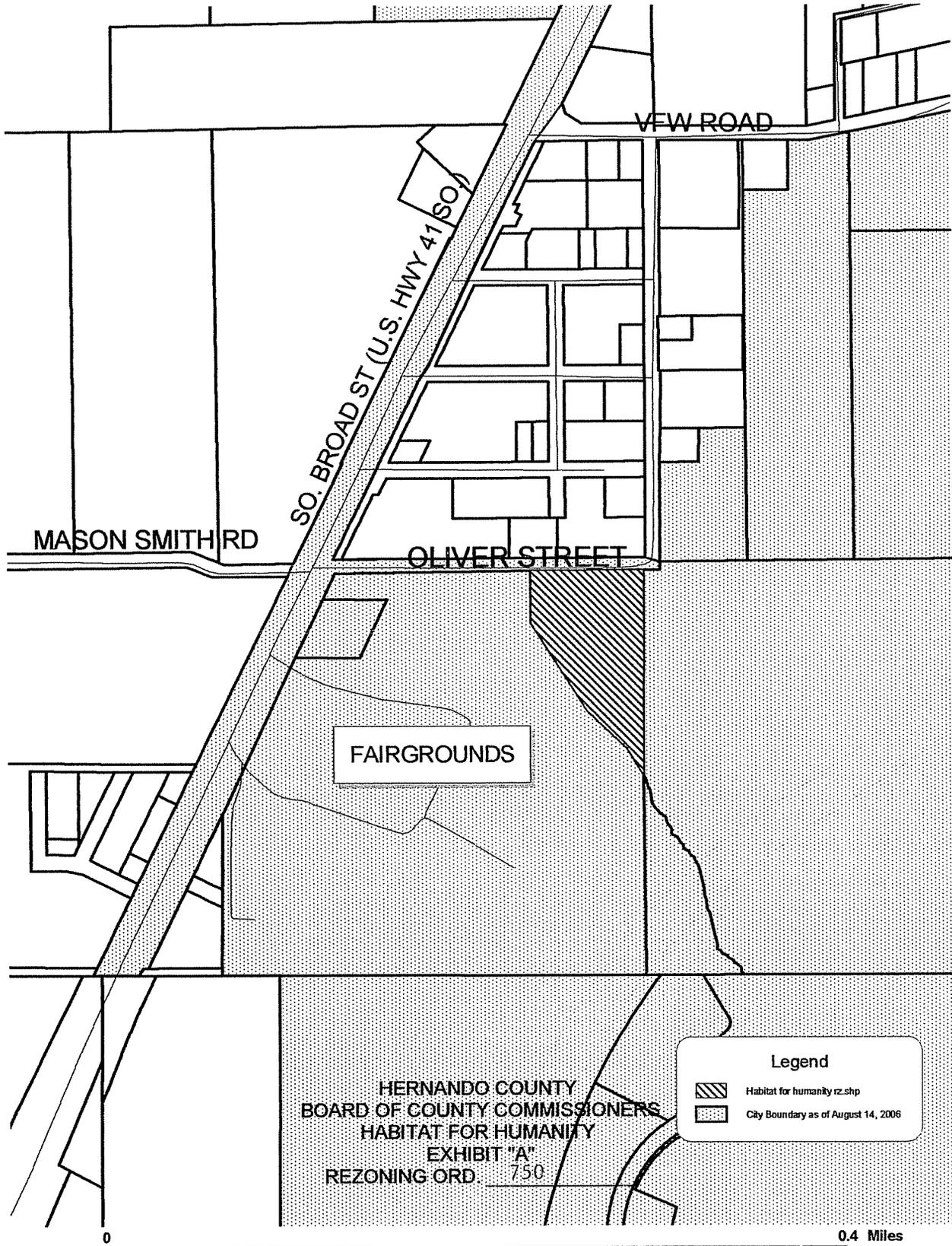
VOTE OF COUNCIL:

Bernardini	_____
Bradburn	_____
Burnett	_____
Lewis	_____
Pugh	_____


David La Croix, City Attorney



HERNANDO COUNTY BOARD
OF COUNTY COMMISSION PROPERTY
HABITAT FOR HUMANITY



CITY OF BROOKSVILLE ZONING AMENDMENT PETITION

Date: May 5, 2007

Print or Type All Information.

Applicant: Clifford B. Fouts
Mailing Address: P. O. Box 15389
Brooksville, FL 34604
Daytime Telephone: 352-754-1159

Representative: Clifford B Fouts for Habitat for Humanity
Mailing Address: Same as above
Daytime Telephone: _____

Legal Description: Section: 33 Township: 22S Range: 19E

Size of Area Covered by Application: 3.25 acres ±

Highway & Street Boundaries: Oliver Street and U.S. Hwy 41 South

Future Land Use Designation: Public Facilities and Land

Current Land Use Designation: Agricultural

Current Zoning Classification: Agricultural

Zoning Classification Desired: C-2 Commercial

Has a public hearing been held on this property within the last twelve months? NO

ACKNOWLEDGMENT

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

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

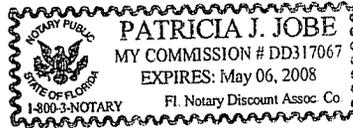
I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.

Clifford B. Fouts
Signature

STATE OF FLORIDA
COUNTY OF Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF July, 2007 BY THE ABOVE PERSON(S) WHO IS PERSONALLY KNOWN TO ME ~~OR WHO HAS PRODUCED AS IDENTIFICATION AND~~ WHO ~~(DID)~~ (DID NOT) TAKE AN OATH.

Patricia J. Jobe
SIGNATURE OF NOTARY



PETITION FOR SPECIAL EXCEPTION USAGE

TO THE CITY OF BROOKSVILLE, FLORIDA PLANNING & ZONING COMMISSION

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

Commencing at the NE corner of the SW ¼ of Section 33, township 22 South, Range 19 East, Hernando County, Florida, to thence S 01 degrees 10' 13" W, a distance of 25.00 feet to the POINT OF BEGINNING, continue
thence S 01 • 10' 13" W, a distance of 637.01 feet;
thence N 30 • 34' 41" W, a distance of 97.29 feet;
thence N 42 • 49' 11" W, a distance of 168.74 feet;
thence N 32 • 40' 26" W, a distance of 327.25 feet;
thence N 00 • 30' 14" E, a distance of 157.00 feet;
thence S 89 • 29' 41" E, a distance of 352.49 feet to
the POINT OF BEGINNING.

Also described as: A TR 637X97X168X327X157X352 FT MOL IN E1/2 OF SW ¼
ORB 1041 PG 1705. PARCEL R33 422 19 0000 0510 0010

Subject Property Street Address: 19370 Oliver Street, Brooksville, Fl. 34601

PETITIONER IS SPECIFICALLY REQUESTING SPECIAL EXCEPTION USAGE FOR THE FOLLOWING:

Habitat for Humanity of Hernando County needs a location which will provide office space to administer the Habitat home building program in Hernando County, a warehouse area for the storage of building materials used in the construction of Habitat homes, an area where frame wall section can be pre-built for delivery to the home construction site and a large area suitable for the operation of a Thrift Store where Habitat is able to sell donated used items. The proceeds of the Thrift Store are used to pay for the administrative costs of the Habitat Affiliate so that other donations can be used entirely toward building homes for low-income families.

Property future land use is: manufacturing and retail
Current land use is: Currently vacant, was light manufacturing
Property is zoned: Agricultural, grandfathered as manufacturing

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

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

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

Petitioner's Name: Clifford B. Fouts for Habitat for Humanity of Hernando County, Inc.

Street Address: 2035 Broad Street
mailing: P.O. Box 15389
City/State/Zip: Brooksville, Fl. 34604
Daytime Phone: 352-754-1159

Signature: 

C:\bolt\boards\pet_form\se_petit
Rev. 09/14/97, 12/09/97

APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Grace M. Haines, the owner(s) in fee simple of the below described real property hereby appoint Clifford Fouts-Habitat For Humanity as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Commencing at the NE corner of the SW ¼ of Section 33, township 22 South, Range 19 East, Hernando County, Florida, to thence S 01 degrees 10' 13" W, a distance of 25.00 feet to the POINT OF BEGINNING, continue
thence S 01 ° 10' 13" W, a distance of 637.01 feet;
thence N 30 ° 34' 41" W, a distance of 97.29 feet;
thence N 42 ° 49' 11" W, a distance of 168.74 feet;
thence N 32 ° 40' 26" W, a distance of 327.25 feet;
thence N 00 ° 30' 14" E, a distance of 157.00 feet;
thence S 89 ° 29' 41" E, a distance of 352.49 feet to the POINT OF BEGINNING.

Also described as: A TR 637X97X168X327X157X352 FT MOL IN E1/2 OF SW ¼ ORB 1041 PG 1705. PARCEL R33 422 19 0000 0510 0010

Dated: 1/25/2007

Signed in the presence of:

WITNESSES:

Signature Cynthia M. Arko
Print Name CYNTHIA M. ARKO

Signature [Signature]
Print Name EDWARDS L. PARSEE

Signature _____
Print Name _____

Signature _____
Print Name _____

LANDOWNER(S):

Signature Grace M. Haines
Print Name Grace M. Haines

Signature _____
Print Name _____

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Grace M. Haines, being duly sworn, hereby depose and say
Grace M. Haines is the owner of the herein described property to-wit:

Commencing at the NE corner of the SW ¼ of Section 33, township 22 South,
Range 19 East, Hernando County, Florida, to thence S 01 degrees 10' 13" W, a
distance of 25.00 feet to the POINT OF BEGINNING, continue
thence S 01 ° 10' 13" W, a distance of 637.01 feet;
thence N 30 ° 34' 41" W, a distance of 97.29 feet;
thence N 42 ° 49' 11" W, a distance of 168.74 feet;
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thence S 89 ° 29' 41" E, a distance of 352.49 feet to
the POINT OF BEGINNING.

Also described as: A TR 637X97X168X327X157X352 FT MOL IN E1/2 OF SW ¼
ORB 1041 PG 1705. PARCEL R33 422 19 0000 0510 0010

ACKNOWLEDGMENT

All information submitted within this Petition is in all respects true and correct to the best of my knowledge and belief.

Witness Signature: _____

Owner/Agent Signature: _____

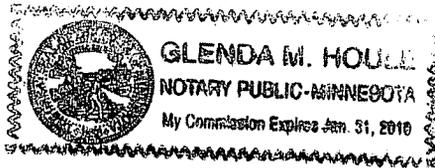
[Handwritten Signature]
Grace M. Haines

STATE OF ~~FLORIDA~~ Minnesota
COUNTY OF Ramsey

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th
DAY OF January, 2007 BY THE ABOVE PERSON(S) Grace M. Haines
WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN
OATH.

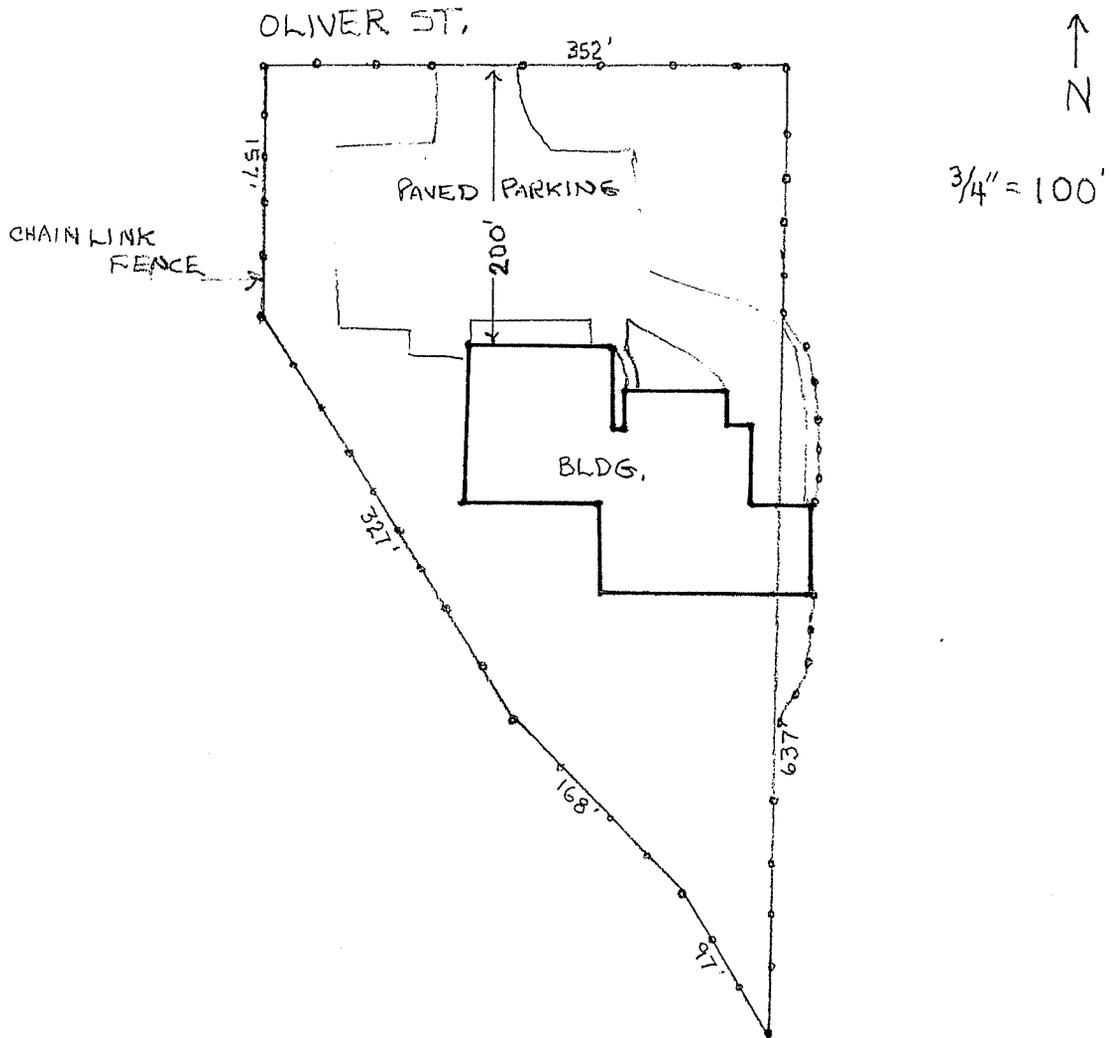
Glenda M. Houle
SIGNATURE OF NOTARY

Glenda M. Houle
PRINTED NAME OF NOTARY



G:\WP_WORK\Bgeig\Planning\old\B\BOARDS\PET_FORM\OWN_AFF.WPD

**SITE PLAN OF 19370 OLIVER STREET
EXISTING BUILDING**





**Habitat
for Humanity®**
Hernando County

Office and Thrift Store: 2035 Broad Street
Office: (352) 754-1159 Fax: (352) 754-6044
Thrift Store: (352) 754-1255
Mailing: P.O. Box 15389, Brooksville, Fl. 34604

Officers

January 25, 2007

President:
Bob Jillings

To: The City of Brooksville, Florida
Planning & Zoning Commission

Vice-President:
Ken Aldridge

Habitat for Humanity of Hernando County is an affiliate of Habitat for Humanity International. Habitat of Hernando receives no funds from Habitat International and accepts no Government funds. Donations in time and money from individuals, businesses and organizations in Hernando County are used to build the simple, decent, affordable houses for low-income families.

Secretary:
Arlene Palmeri

Treasurer:
Diana Bartlett

In order to attempt to build more homes Habitat opened a Thrift Store in July of 2003 because people were willing to donate "things" when they would not donate funds. We have been able to turn donated items into cash used to build homes. The success of our Thrift Store has become very important to the continued success of the Affiliate. That is, by funding the construction of homes.

Directors

Don Berg
Glenn Claytor
Al Hernandez
Lisa Kiddon
Gerard Schneider
Doug Steele
Bill Yoos
David VanHorn

Since July of 2003 the Thrift Store has been in two different locations. We moved the first time to increase space. This time we are moving at the request of our current landlord. Habitat needs to be in a consistent location where we can concentrate on developing funding and building more homes.

The location at 19370 Oliver Street would give us the space for offices, a Thrift Store and still provide warehouse space where we can store building materials and build wall sections to be transported to the home building site.

Advisory Board

Ginny Brown-Waite
Josh Kelly
Richard Nugent
David Sasser
Grant Tolbert

The building at 19370 Oliver Street is owned by Mrs. Grace Haines, who lives in Minnesota. The land is owned by Hernando County and is adjacent to the Fair Grounds. I understand that it is zoned Agricultural but the property was grandfathered in as industrial. Mrs. Haines wishes the property to retain its industrial designation.

Habitat is requesting that the Planning and Zoning Commission grant a Special Exception Usage for this property to C-2 zoning, which would allow the property to support both industrial (manufacturing) and retail use.

Executive Director:

C. B. Fouts

Habitat wishes to continue, and increase, its work in Hernando County and asks for your assistance in helping our Affiliate to have a "home" for our operation.

Have you
remembered
Habitat in your
will?

Thank you,


Cliff Fouts for the
volunteers and staff

Email: habitathernando@juno.com Web-site: habitat-hernendo.com

Habitat for Humanity does not retain a professional solicitor or professional fundraising consultant.

All donations to Habitat for Humanity under this program are used exclusively for the building of Habitat houses. Habitat for Humanity of Hernando County is a 501 (c) 3 tax-exempt organization.

Florida Department of Agriculture and Consumer Services I.D. SC-03131

Habitat for Humanity of Hernando County is a United Way Agency

Jesus replied, "You must love the Lord your God with all your heart, all your soul, and all your mind.."

This is the first and greatest commandment. A second is equally important: Love your neighbor as yourself. " Matthew 22: 37-39 NLT

Board of County Commissioners

Hernando County



MAY 22 2007

20 N. Main Street, Room 460
Brooksville, FL 34601
(352) 754-4000
Fax (352) 754-4477
www.co.hernando.fl.us

May 18, 2007

Mr. William "Bill" Geiger
Community Development Director
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Re: Habitat for Humanity
Application to City of Brooksville for Commercial Uses

Dear Bill:

This letter will confirm action taken by the Hernando County Board of County Commissioners at their meeting on May 15, 2007. On that date, the Board authorized the re-zoning of the property located at 19370 Oliver Street, which is leased to Grace Haines and will be subleased by Habitat for Humanity, to allow a thrift store provided the re-zoning includes the continuation of the light manufacturing use.

If you need additional information or further action by the Board of County Commissioners, please advise.

Sincerely,

Larry Jennings
Deputy County Administrator

pc: Joseph M. Mason, Jr.

JUN 18 2007

JOSEPH M. MASON, JR. *

CAROLE JOY BARICE⁺ #^π

RICHARD M. MITZEL[#]
OF COUNSEL

*ALSO ADMITTED IN THE DISTRICT OF COLUMBIA

⁺ALSO ADMITTED IN ALASKA

[#]ALSO ADMITTED IN MICHIGAN

^πBOARD CERTIFIED IN LOCAL GOVERNMENT LAW

LAW OFFICES OF
McGEE & MASON
PROFESSIONAL ASSOCIATION
101 SOUTH MAIN STREET
POST OFFICE BOX 1900
BROOKSVILLE, FLORIDA 34605-1900
TELEPHONE: (352) 796-0795
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RICHARD E. MCGEE, SR.
(1916 - 2005)

4026 COMMERCIAL WAY
SPRING HILL, FLORIDA 34606-2398
TELEPHONE: (352) 686-1028

1520 WEST CLEVELAND STREET
TAMPA, FLORIDA 33606
TELEPHONE: (813) 259-1098

PLEASE REPLY TO:
BROOKSVILLE
June 18, 2007

Mr. William "Bill" Geiger
Community Development Director
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

HAND DELIVERY

In Re: Habitat for Humanity
Hernando County Chapter
Property at 19370 Oliver Street

Dear Bill:

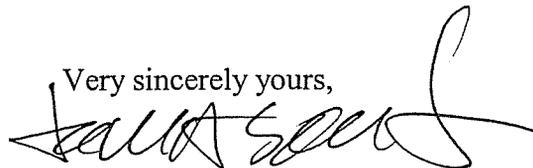
Enclosed is a copy of a letter dated June 15, 2007, which I have received from Edward L. Pardee, primary counsel, in Minnesota, for my client, Grace Haines, who I represent locally. The letter is self-explanatory.

As you are aware, Habitat for Humanity seeks to lease the building, on Oliver Street, which Grace Haines has under long-term lease from Hernando County. It is my understanding that Habitat has submitted an application requesting the City to re-zone the property from agriculture (with a preexisting non-conforming light industrial/ manufacturing use) to C-2, with a special exception for retail uses, to accommodate both its light manufacturing/industrial and its thrift store activities.

Recently, you received a letter from the County consenting to that re-zoning, so long as the entire property retained at least its "light manufacturing" uses. According to our conversations regarding this matter, prior to the issuance of the County's consent letter, both "light manufacturing" and "thrift store retail commercial" will be allowed on the property following the rezoning as requested.

Apparently the application by Habitat for Humanity is languishing, and not making progress toward an ultimate decision thereon. Please let me know if there is anything I can do that will assist in moving this matter towards a resolution.

Very sincerely yours,



JOSEPH M. MASON, JR.

JMM/kpm/km\D: 06/17/07

HAB061707.H-1LET

Enclosure

pc (w/o enc.): Edward L. Pardee, Esquire

CITY OF BROOKSVILLE FINANCE DEPARTMENT

Date: August 27, 2007

To: Honorable Mayor and City Council Members

VIA: T. Jennene Norman-Vacha, City Manager

From: Stephen J Baumgartner, Finance Director

RE: Garbage Truck Financing

SB

SUMMARY: Solid Waste Fund is financing a 2007 Peterbilt 320 LCF garbage Truck. The financing is for \$148,000. Hancock Bank of Florida had the lowest quotation of 3.98%.

GENERAL INFORMATION: Authorizing Resolution and Governmental Lease Purchase Agreement is expected to be on the City Council Agenda for the September 10, 2007 meeting. Truck is expected to be delivered in September per Public Works Director Pierce.

BUDGET IMPACT: The financing is included in the City's 07/08 City's budget. City Council approved the purchase of the truck on 3/19/07.

STAFF RECOMMENDATION: Staff recommends executing documents after review by the City Attorney in order to finance purchase.

sjb

RESOLUTION NO. 2007-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THE GOVERNING BODY ("THE BOARD") OF THE CITY OF BROOKSVILLE, FLORIDA (the "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT: FINDING THAT HANCOCK BANK OF FLORIDA, TALLAHASSEE, FLORIDA (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE: FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS AND ADDITIONAL AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK OF FLORIDA TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS, the Board has determined that it is necessary to acquire certain items of Equipment (the "Equipment") for use by the Lessee for purposes authorized by law; and

WHEREAS, the Board has, by these presents, determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement pursuant to the provisions of Chapter 166 Florida Statutes, Part II, Florida Statutes, and other applicable provisions of law (the "Act"); and

WHEREAS, the City solicited lease purchase financing proposals pursuant to a Request for Quotes to be received no later than 3:00 p.m. (eastern time) on July 20, 2007 for the acquisition and financing of the Equipment; and

WHEREAS, the written proposals received are on file with the City. Of the financing proposals received by the City, Hancock Bank of Florida offered the lowest interest rates and is hereby judged and determined to be the best by offering the City the most favorable terms; and

WHEREAS, the Board anticipates that it will not issue more than \$10,000,000.00 of qualified tax-exempt obligations during calendar year 2007 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("the Code"); and

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1: The Mayor and the Clerk (hereinafter the "Authorized Officers") are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a "Governmental Lease Purchase Agreement"), either reference being the "Agreement", and certain attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's Authorized Officers executing the Agreement, such consent being evidenced by their signatures. The City Manager and the Director of Finance (hereinafter the "Additional Authorized Officers") are hereby authorized and directed to

execute other supporting directives, attachments, schedules, and certificates to the Agreement as needed in order to facilitate the implementation and processing of the Agreement.

SECTION 2: The Equipment to be leased pursuant to the Agreement shall consist of one (1) 2007 Peterbilt Garbage Truck equipped as generally outlined in the City's Request for Quote and which will be more fully described in a schedule to the Agreement titled "Exhibit D" - Description of the Equipment". The financing shall be repaid in twenty-eight (28) quarterly payments in arrears over a period of time not to exceed seven years at an annual rate of interest of 3.98%. Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers or Additional Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment.

SECTION 3: The Clerk has certified that the money for the Equipment is appropriated for the Lease financing, and that these funds are not appropriated for any other purpose.

SECTION 4: The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) (3) of the Code.

SECTION 5: The Lessee and the Board agree to provide property damage and liability insurance on the Equipment during the term of the Agreement and to designate Hancock Bank of Florida as a loss payee and additional insured as its interest may appear in accordance with the terms of the Agreement.

SECTION 6: All resolutions or parts thereof in conflict with this resolution are hereby repealed to the extent of such conflict.

SECTION 7: This resolution may not be amended or repealed except with the prior written consent of the Lessor.

SECTION 8: This resolution shall take effect immediately upon its adoption.

Passed and adopted on the 10th day of September, 2007.

CITY OF BROOKSVILLE

BY: _____
David Pugh
Mayor

ATTEST:

Karen M. Phillips, City Clerk

VOTE OF CITY COUNCIL

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

Bernardini _____
Bradburn _____
Burnett _____
Lewis _____
Pugh _____


David LaCroix, City Attorney

Governmental Lease Purchase Agreement

Lessor: Hancock Bank of Florida
1706 W. Tennessee Street
Tallahassee, Florida 32304

Lessee: City of Brooksville, Florida
201 Howell Avenue
Brooksville, Florida 34601-2041

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK OF FLORIDA, a corporation duly organized and existing under the laws of the State of Florida (the "Lessor"), and the CITY OF BROOKSVILLE, FLORIDA ("Lessee"), a public body corporate and politic, duly organized and existing under the laws of the State of Florida (the "State").

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement and the Lease Documents; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I COVENANTS OF LESSEE

Lessee represents and covenants, for the benefit of Lessor and its assignees, as follows: (a) Lessee is a public body duly organized and existing under the Constitution and laws of the State. (b) Lessee will do or cause to be done all things within its power and necessary to preserve and keep in full force and effect its existence as a public body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the ordinance or resolution of its governing body, attached hereto as Exhibit "A", and further represents and covenants that all requirements have been met, and all procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and has or will prior to acquisition thereof complied with such public bidding requirements in connection with acquisition by Lessee of the Equipment hereunder. (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements without cost, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee. (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Lease Term (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Price" - means the purchase cost of each item of the Equipment to be paid by Lessor upon acceptance of such item of the

Equipment pursuant to Section 5.01 hereof; the "Full Acquisition Price" means the aggregate Acquisition Price of all the Equipment

"Agreement" - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F" or, if earlier, the date upon which funds are deposited into the account established pursuant to Section 5.01 hereof should such account be necessary.

"Equipment" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the term provided for in this Agreement under Section 4.01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" - means (i) Hancock Bank of Florida, a corporation, acting as Lessor hereunder; (ii) any surviving, resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Purchase Price" - means the amount which Lessee may, at its option, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III LEASE OF EQUIPMENT

Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01 Commencement and Termination of the Lease Term

The Lease Term of this Agreement shall commence on the Commencement Date and shall terminate upon the earliest of any of the following events: (a) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (b) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; (c) thirty (30) days prior to adoption of a final budget for the then upcoming new fiscal year of the Lessee if Lessee provides written notice to Lessor to the effect that anticipated collections of current or other legally available funds will not be sufficient to cover the Rental Payments due under the Agreement for the upcoming fiscal year of Lessee; (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

ARTICLE V DELIVERY AND ACCEPTANCE; ENJOYMENT OF EQUIPMENT

Section 5.01 Delivery and Acceptance of Equipment

Lessee shall deliver to Lessor a Certificate of Acceptance with respect to each item of Equipment lease purchased hereunder, in substantially the form set forth hereto as Exhibit F hereto, together with proof of insurance.

If all or a portion of the Equipment is accepted after the Commencement Date, Lessor shall advance the Acquisition Price of each item of the Equipment to Lessee or the vendor thereof, as directed by Lessee, upon receipt of a Certificate of Acceptance with respect to such item of Equipment, in substantially the form set forth hereto as Exhibit F hereto, together with proof of insurance.

If the Acquisition Price for all the Equipment is not advanced on the Commencement Date, Lessor shall establish a depository account for the benefit of Lessee and shall deposit therein an amount equal to difference between the amount advanced on the Commencement Date and the Full Acquisition Price. Amounts in such account shall be disbursed only to pay the Acquisition Price of Equipment hereunder. Investment earnings on such account shall be credited for the benefit of the Lessee and shall be used by Lessee against Rental Payments. Any lease proceeds deposited in the depository account established pursuant to this section that are not used toward the acquisition cost of the Equipment after all of the Equipment under the Agreement has been purchased shall be used for Rental Payments.

Section 5.02 Enjoyment of Equipment

Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01 Rental Payments to Constitute a Current Expenses of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current or capital expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute or create a pledge or lien on the ad valorem tax revenues, facilities, Equipment, or general credit of the Lessee.

Section 6.02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from current or other legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

Section 6.03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04 Rental Payments to be Unconditional.

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, and Vendor or any other person, if Lessor has advanced the funds hereunder, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments due to such dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Lease Term shall not be abated through accident or unforeseen circumstances.

Section 6.05 Continuation of Lease Term by Lessee.

Lessee intends, subject to there being current or legally available funds sufficient to repay the Rental Payments, to pay the Rental Payments hereunder. Lessee reasonably believes that current or other legally available funds in an amount sufficient to make all Rental Payments during the Lease Term will be available and appropriated for the purpose of making Rental Payments hereunder.

The Chief Financial Officer of the Lessee shall include in the Lessee's proposed budget for each fiscal year, subject to there being sufficient anticipated collections from current or other legally available revenues, the Rental Payments to become due in such fiscal year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments during the Lease Term can and will be lawfully be appropriated by the governing body of the Lessee and made available for this purpose. Notwithstanding the foregoing, this Agreement does not require the Lessee to make Rental Payments other than from moneys lawfully appropriated therefore.

Notwithstanding the foregoing, the Lessee agrees that it will, to the extent necessary to make the payments set forth in Section 9.02 and 13.02(c) hereof relating to damage, destruction or non-return of the Equipment, budget and appropriate from legally available revenues of the Lessee derived from sources other than ad valorem taxes, amounts sufficient to make such payments.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01 Title To The Equipment

During the Term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Sections 13.01 and 13.02 or the provisions of written notification regarding anticipated collections of current and legally available funds being insufficient to make future rental payments in the Lessee's new upcoming fiscal year as set forth in Section 4.01, the title to the Equipment shall immediately vest in Lessor. Lessee will reasonably surrender possession of the Equipment to Lessor as voluntarily agreed to by Lessee in this Agreement. It is Lessee's intent to designate, make, constitute and appoint Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or if anticipated collections of funds are insufficient or times thereafter, in Lessee's or Lessor's name, to endorse the

name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 7.02 Security for the Lease

This Agreement does not create a debt of the Lessee in contravention of any applicable constitutional or statutory limitations, nor shall anything contained herein constitute or create a pledge or lien on the ad valorem tax revenues, facilities, Equipment, or general credit of the Lessee. Notwithstanding the foregoing provisions of this section, to help secure the rights of Lessor under this Agreement, and to acknowledge the Lessor's reasonable rights in consideration of the purchasing and leasing of the Equipment by the Lessor to the Lessee, Lessee hereby acknowledges that its true intent and meaning hereof is to voluntarily transfer title in the Equipment to Lessor in the event of default as set forth in Section 13.02, or should anticipated collections of current or legally available funds be insufficient to make rental payments in the Lessee's upcoming fiscal year as set for in Section 4.01. Lessee further acknowledges this Agreement constitutes a contractual obligation of the Lessee with the Lessor.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES, EXEMPTION FROM FEDERAL TAXATION, INSURANCE AND OTHER CHARGES.

Section 8.01 Maintenance of Equipment by Lessee

Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacement and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges.

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay during the Lease Term, as the same respectively comes due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated then Lessee agrees to pay rents with an interest factor equal to the rate of interest which will result in the Lessor receiving the after-tax yield contemplated to be received by

the Lessor at the inception of this Agreement, retroactively from the date of imposition of the change of tax treatment through the term of this Agreement during which the change of tax treatment is imposed. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax-treatment. Lessee agrees to pay its share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified herein. The Lessee's agreement to make such retroactive rent payments shall survive termination of this Lease.

Section 8.03 Provisions Regarding Insurance.

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. Any conveyance from the Lessee of its insurance liability coverage to Lessor shall be only to the extent allowed under Section 768.28, Florida Statutes and Lessee does not indemnify nor convey liability insurance coverage to the Lessor to cover the Lessor's negligence and Lessee does not assume any liability for Lessor's negligence with regard to this Agreement. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

Any insurance policy covering the Equipment pursuant to this Section 8.03 shall be written with Hancock Bank of Florida as an additional insured or loss payee, as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

The Lessee will at all times carry liability insurance from a third party insurer, such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured to the extent allowed under Section 768.28, Florida Statutes. Nothing in this section of the Agreement shall be construed as a waiver of the Lessee's sovereign immunity nor shall any provision of this Agreement increase the liability of the Lessee, or the sums for which the Lessee may be liable, beyond the limits provided in Section 768.28, Florida Statutes.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer, against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately, with regard to property damage insurance, and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8.03, the Lessee may optionally elect to self insure through a self insurance program ("Self-Insurance"), against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self-Insurance shall be in the joint names of the Lessor and Lessee, with the Lessor and Lessee named as loss payees. With regard to any Self-Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee, in order to meet the requirements of this Agreement, the Lessee

does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self-Insurance which, Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self-Insurance elected, in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources, under its Self-Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee, and the Lessee's Governing Body, agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self-Insurance. The Lessee, and the Lessee's Governing Body, individually and collectively understand, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to, the election of Self-Insurance, loss, theft, damage or destruction from any cause whatsoever.

Section 8.04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall become additional rent for the Lease Term which amounts Lessee agrees to pay, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

ARTICLE IX DAMAGES, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation.

If (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or (B) title to, or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

Section 9.02 Insufficiency of Net Proceeds.

Provided the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Property and pay the cost thereof.

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date, plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency as additional Rent hereunder. Lessee shall not be entitled to

any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01 Disclaimer of Warranties.

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

Section 10.02 Vendor's Warranties.

All vendor or third-party warranties shall be for the benefit of the Lessee and shall be owned by the Lessee, provided that upon return of the Equipment to Lessor, Lessee shall assign such warranties to Lessor. Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor, all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03 Use of the Equipment.

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Lessee may, at its option, purchase all of the Equipment (but not less than all) by paying to the Lessor the then applicable Purchase Price, whereupon Lessor's interest in the Equipment will be terminated and this Agreement shall terminate.

ARTICLE XII ASSIGNMENT; SUBLEASING; INDEMNIFICATION; MORTGAGING AND SELLING

Section 12.01 Assignment by Lessor.

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

Section 12.02 No Sale, Assignment or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State but without waiving any claim of sovereign immunity the Lessee may have against any third parties for tort liability, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the ownership, use or operation, of any item of the Equipment. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

**ARTICLE XIII
EVENTS OF DEFAULT BY LESSEE
AND REMEDIES THEREUPON**

Section 13.01 Events of Default by Lessee Defined.

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein, provided, that Lessee shall have a period of 10 days to cure the non-payment after written notice of such failure from Lessor to Lessee, provided further, however, that such notice and cure period shall only apply to the first payment failure in each calendar year; or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (c) Breach of any material representation or warranty by Lessee under this Agreement; or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 4.01 hereof with respect to Lessee's written notification to Lessor that anticipated collections of current or other legally available funds will not be sufficient to make the rental payments under the Agreement (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or

officials, or any civil or military authority; insurrections; riot, landslides; earthquakes; fire, storms; hurricanes; droughts; floods; or explosions

Section 13.02 Remedies on Default.

Whenever any event of default referred to in section 13 01 hereof shall have happened and be continuing, Lessor shall have the right to take one or any combination of the following remedial steps: (a) with or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder (b) Require Lessee at Lessee's risk and expense to promptly and peaceably return the Equipment to Lessor at the location specified by the Lessor and 8 01 hereof; (c) If the Equipment is not returned to the Lessor for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE XIV
LESSOR'S WARRANTIES**

Section 14.01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that: (a) It has the right to lease the same to Lessee. (b) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

**ARTICLE XV
MISCELLANEOUS**

Section 15.01 Notices.

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

Section 15.02 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.03 Severability.

In the event any provision of this 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 15.04 Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

Section 15.05 Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.06 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 15.07 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

Section 15.08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and attested by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers All of the above occurred as of the date first written below.

LESSOR: HANCOCK BANK OF FLORIDA

LESSEE: CITY OF BROOKSVILLE, FLORIDA

By: _____
STEVEN E. COLE
SENIOR VICE PRESIDENT

By: _____
DAVID PUGH
MAYOR

As of September 10, 2007

As of September 10, 2007

ATTEST:

By: _____
KAREN M. PHILLIPS
CLERK

(CITY SEAL}

As of September 10, 2007

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *David Pugh*
City Attorney

EXHIBIT "A"
RESOLUTION OF LESSEE

EXHIBIT "B"

THIS EXHIBIT INTENTINTIONALLY LEFT BLANK

EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We, the undersigned officers of the **CITY OF BROOKSVILLE, FLORIDA** ("Lessee"), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated September 10, 2007 and issued said date hereby certify that:

1. The Agreement was issued by the Lessee under and pursuant to the provisions of Chapter 166, Part II, Florida Statutes, and other applicable provisions of law to finance the acquisition of certain equipment described therein.
2. Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.
3. The Lessee expects to make payments under the Agreement solely from current funds or funds legally available to it to be used for the purposes of the Agreement on the basis of annual appropriations in amounts equal to the required payments under the Agreement. All other remaining funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.
4. The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised than any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 10th day of September, 2007.

By: _____
MAYOR

By: _____
CLERK

EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated September 10, 2007 entered into between Hancock Bank of Florida and the CITY OF BROOKSVILLE, Florida. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 10th day of September, 2007.

By: _____
MAYOR

By: _____
CLERK

EXHIBIT "E"
RENTAL PAYMENTS

The quarterly Rental Payments, and the Purchase Price as of each rent payment date, are as set forth in the amortization attached to this Exhibit E.

EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned officers of the **CITY OF BROOKSVILLE, FLORIDA** as Lessee, under the Governmental Lease Purchase Agreement (the "Agreement") dated September 10, 2007 with HANCOCK BANK OF FLORIDA ("Lessor"), acknowledge receipt in good condition of all of the Equipment described on the attachment to this Exhibit F (which is all or a portion of the Equipment described on Exhibit D to the Agreement) this day of September _____, 2007 and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment and authorizes Lessor to pay for said Equipment as provided in the invoices therefor delivered with this Certificate or previously delivered to Lessor.

Lessee further authorizes and directs Lessor to pay the Vendor of the Equipment described on the attachment to this Exhibit (or alternately to pay the Lessee as a reimbursement for payments already made by the Lessee to the Vendor) with lease proceeds as further directed by the Finance Director to the Lessor.

Lessee has provided coverage and proof of insurance with respect to the Equipment listed and all risks required to be covered thereby pursuant to provisions of the Agreement and accompanying copies of maintenance agreements (if required) and warranties.

The Equipment, as listed, is accepted as of the _____ day of September 2007.

IN WITNESS WHEREOF, we have hereunto set our hands as of the _____ day of September 2007.

By: _____
CITY MANAGER

By: _____
CLERK

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: HANCOCK BANK OF FLORIDA

RE: Governmental Lease Purchase Agreement

Gentlemen:

Reference is made to that certain Governmental Lease Purchase Agreement, dated September 10, 2007 (the "Lease"), between Lessor and the **CITY OF BROOKSVILLE, FLORIDA** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property and it is anticipated that legally available funds shall be sufficiently available for us to budget and appropriate all rental payments during the Lease Term.

Very truly yours,

CITY OF BROOKSVILLE, FLORIDA

IN WITNESS WHEREOF, we have hereunto set our hands as of the 10th day of September, 2007.

By: _____
MAYOR

By: _____
CLERK

**Exhibit H
BILL OF SALE**

For and in consideration of the purchase price of **\$148,000.00** paid by Hancock Bank of Florida, Tallahassee, Florida ("Lessor"), to the **CITY OF BROOKSVILLE, FLORIDA** ("Lessee"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now, or which will be, in the possession of Lessee as described on Exhibit D and the attachments thereto.

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of September 10, 2007 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement.

Lessee hereby represents and warrants that the Equipment is now, or will be, in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement.

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of the 10th day of September, 2007.

CITY OF BROOKSVILLE, FLORIDA

By: _____
MAYOR

By: _____
CLERK

Exhibit I

IRS Form 8038-G (copy attached)

- **Original to be filed with the Internal Revenue Service**

Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **CITY OF BROOKSVILLE, FLORIDA** ("Assignor") does hereby, sell, assign and transfer to **HANCOCK BANK OF FLORIDA**, Tallahassee, Florida ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of September 10, 2007 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

Assignor has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 10th day of September, 2007.

CITY OF BROOKSVILLE, FLORIDA

By: _____
MAYOR

By: _____
CLERK

Exhibit K
ASSIGNMENT OF INVOICES

For value received, the **CITY OF BROOKSVILLE, FLORIDA** ("Assignor") does hereby sell, assign and transfer to Hancock Bank of Florida, Tallahassee, Florida ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices").

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of September 10, 2007 by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of the 10th day of September, 2007.

CITY OF BROOKSVILLE, FLORIDA

By: _____
MAYOR

By: _____
CLERK

**EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

We, the undersigned representatives of the **CITY OF BROOKSVILLE, FLORIDA** ("Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated September 10, 2007 and issued said date hereby certify that:

1. This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986 (the "Act").
2. The Lease being issued by Lessee is in calendar year 2007.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2007 as qualified tax-exempt obligations.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2007 will not exceed \$10,000,000.00.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 10th day of September, 2007.

By: _____
MAYOR

By: _____
CLERK

EXHIBIT M
CERTIFICATE OF INSURANCE

**EXHIBIT N
CERTIFICATE OF INCUMBENCY**

The undersigned, dully appointed or elected, qualified and acting City Clerk (the "Clerk") of the City of Brooksville, Florida (the "Lessee") hereby certify in connection with the entering into a lease purchase agreement (the "Agreement") dated as of the 10th day of September 2007, by the City with Hancock Bank of Florida (the "Lessor") that:

1. The persons listed below are currently elected or appointed qualified incumbents in the designated offices of the City (the "Authorized Officers") and that these Authorized Officers are authorized to sign the Agreement and related schedules and attachments to the Agreement.
2. The signatures below are the signatures of the Authorized Officers.
3. I am the Clerk of the City and as such I am the keeper of the official minutes of the Mayor and City Council, the governing authority of the City, and am the custodian of the official records of the City.

<u>Name</u>	<u>Specimen Signature</u>	<u>Official Title</u>
David Pugh	_____	Mayor
Karen M. Phillips	_____	Clerk
T. Jennene Norman-Vacha	_____	City Manager
Stephen J. Baumgartner	_____	Finance Director

IN WITNESS WHEREOF, witness my official signature and the impress of the official seal of the City, as of this the 10th day of September, 2007.

**CITY OF BROOKSVILLE
STATE OF FLORIDA**

By: _____
CITY CLERK

(SEAL)

CERTIFICATE OF THE CLERK

STATE OF FLORIDA)

COUNTY OF HERNANDO)

CITY OF BROOKSVILLE)

I, Karen M. Phillips, as duly elected or appointed City Clerk of the City of Brooksville, Florida do hereby certify the attached Resolution No. _____ as duly passed and adopted by the Mayor and City Council on September 10, 2007.

I further certify the attached is a true and correct copy of the document which is on file as public record of the City of Brooksville.

Dated as of the 10th day of September, 2007.

(SEAL OF CITY)

Karen M. Phillips
City Clerk
City of Brooksville

(SEAL)

Notary Public
State of Florida

CITY OF BROOKSVILLE FINANCE DEPARTMENT

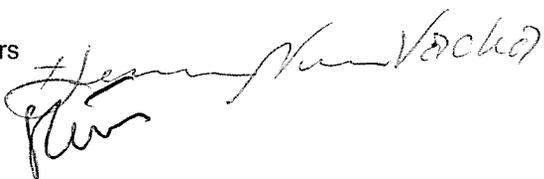
Date: August 28, 2007

To: Honorable Mayor and City Council Members

VIA: T. Jennene Norman-Vacha, City Manager

From: Stephen J Baumgartner, Finance Director

RE: Notification of intent to withdraw from Public Risk Management effective 4/1/09



SUMMARY: The City wants to exercise the option to discontinue participation in the Public Risk Management Pool (PRM). The Pool requires a one year notification.

GENERAL INFORMATION: The attached Resolution will be forwarded to PRM based on 4.3 of the PRM By-Laws. The By-Laws require that participants, such as City of Brooksville, provide at least a 1 year notice to withdraw from the Pool. Recently, PRM changed from an October 1st renewal date to April 1st. Therefore, we are requesting approval of this Resolution to assure that we have the option to withdraw from the Pool should we determine that is in the best interest of the City. The next opportunity the City has to withdraw from membership is 4/01/2009. PRM provides property, liability, and Worker's Compensation Insurance to the City.

BUDGET IMPACT: There is no current budget impact concerning this Resolution.

STAFF RECOMMENDATION: Staff recommends approving Resolution in order to give City future flexibility and options for the City's insurance needs.

Sjb

G:sbaum/mydocs/word/memo PRM Notice.doc

RESOLUTION NO. 2007-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE,
AUTHORIZING NOTIFICATION TO INSURANCE PROVIDER OF POTENTIAL
DISCONTINUATION OF PARTICIPATION IN PROGRAM.

WHEREAS, the City of Brooksville, Florida contracts with Public Risk Management (PRM) for certain property, liability and workmen's compensation insurance coverage and related services; and,

WHEREAS, the Agreement between the City and PRM requires a minimum of one (1) year notice to discontinue participation in the insurance pool; and,

WHEREAS, the insurance market and the City requirements may change in the future.

NOW, THEREFORE, the City hereby notifies Public Risk Management that it may exercise the option to discontinue participation effective April 1, 2009 if the City Council determines in the future such discontinuance is in the best interest of the City.

PASSED AND ADOPTED this ____ day of _____, 2007.

City of Brooksville

David Pugh
Mayor

ATTEST: _____
Karen M. Phillips
City Clerk

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



David La Croix, City Attorney

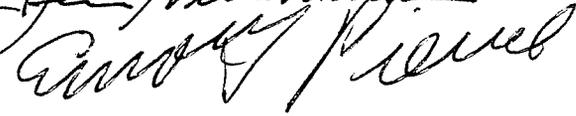
VOTE OF COUNCIL:

Bernardini _____
Bradburn _____
Burnett _____
Lewis _____
Pugh _____

CITY OF BROOKSVILLE
MEMORANDUM

To: City Council

Via: T. Jennene Norman-Vacha, City Manager 

From: Emory H. Pierce, Director of Public Works 

Re: **Change Order No. 1**
Providence Blvd. And Whitfield Ave. Project
City of Brooksville Bid # CD-2001-02

Date: August 27, 2007

The work encompassed by this change order is for about 5,000 l.f. of sidewalk along SR 50 running from about the Killingsworth Insurance Office/Plaza on around past the Post Office to Providence Blvd. and up Providence, Past Tractor Supply, to connect to the proposed sidewalk on Whitfield Ave. Considerable other work is included above and beyond just forming and pouring a 5' wide sidewalks; we believe the \$172,110.74 amount is fair and reasonable.

The original construction contract was approved at the June 18, 2007, Council meeting, in the amount of \$339,999.00. The current unencumbered fund balance of the Transportation Outreach Program (TOP) is \$641,521.94. With the approval of this change order the total contract amount will be \$512,110.73. This will leave \$129,411.21 of the grant funds unencumbered.

We are requesting Council approval of this work and to authorize the City Manager to sign this change order when we have obtained the FDOT R/W permit and when the FDOT Grant Administrator also approves the use of the grant funds for this work. The issuance of the FDOT permit is eminent and since the next regularly scheduled Council meeting is not until October 1, 2007 we are requesting approval at this time. Unless we are able to allow the contractor to start the change order work in the next couple of weeks he will not have enough time to reasonably complete this work before the end of December funding cutoff date.

CONTRACT CHANGE ORDER

CHANGE ORDER # 1

DATE: August 10, 2007

PROJECT: Providence Boulevard & Whitfield Avenue City Bid# CD2007-02

JOB # 871

CONTRACTOR: WDG Construction, Inc.

ENGINEER: Applied Sciences Consulting Incorporated

CONDITIONS: The changes described herein shall be governed by the terms & conditions of the contract, and shall not in any way alter the terms of the contract, but shall hereafter be a part of the contract.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
<u>Schedule "A" Earthwork</u>					
A1	Strip Grass Area	4,357	SY	\$3.04	\$13,245.28
A2	Haul Strippings Off Site	586	CY	\$8.79	\$5,150.94
A3	Trim Trees and Haul Off Site	1	LS	\$895.50	\$895.50
A4	Grade for Sidewalk	4,357	SY	\$2.71	\$11,807.47
A5	5' Sidewalk - Hand Work (4" thick)	4,701	LF	\$17.95	\$84,382.95
A6	5' Sidewalk - Hand Work (6" thick)	200	LF	\$21.85	\$4,370.00
A7	Saw Cut & Match Asphalt	10	EA	\$304.00	\$3,040.00
A8	Handicap Ramp	8	EA	\$1,269.63	\$10,157.04
A9	Backfill Edge of Sidewalk	9,802	LF	\$1.52	\$14,899.04
A10	Finish Grade & Clean Up	1	LS	\$9,120.00	\$9,120.00
A11	Sod Disturbed Areas - Bahia	3,270	SY	\$2.18	\$7,128.60
A12	Signage & Striping	1	LS	\$1,346.81	\$1,346.81
A13	Traffic Control	1	LS	\$3,192.39	\$3,192.39
	Payment & Performance Bond	1	LS	\$3,374.72	\$3,374.72

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *David Robinson*
City Attorney

NET CHANGE ORDER.....	\$172,110.74	ADDITIONS (+)	\$172,110.74
		DEDUCTIONS (-)	\$0.00
Contract Time: Final Acceptance December 31, 2007		CONTRACT AMOUNT PRIOR TO CHANGE ORDER	\$339,999.99
Add: 0 Days		REVISED CONTRACT AMOUNT	\$512,110.73
Revised Contract Date: Final Acceptance December 31, 2007			
Deduct:			
Net: 0 Days			

Notes:

- 1) Per request from Owner's Representative Emory Pierce.
- 2) Construction Drawings dated: 07/26/2007
- 3) MOT will be required for the above referenced project per Construction Drawings and FDOT Index # 602
- 4) No silt fence will be required for the project per Lauren Busacca from the City Of Brooksville

ACCEPTABLE TO: _____
Steven E. Gamm / Vice President

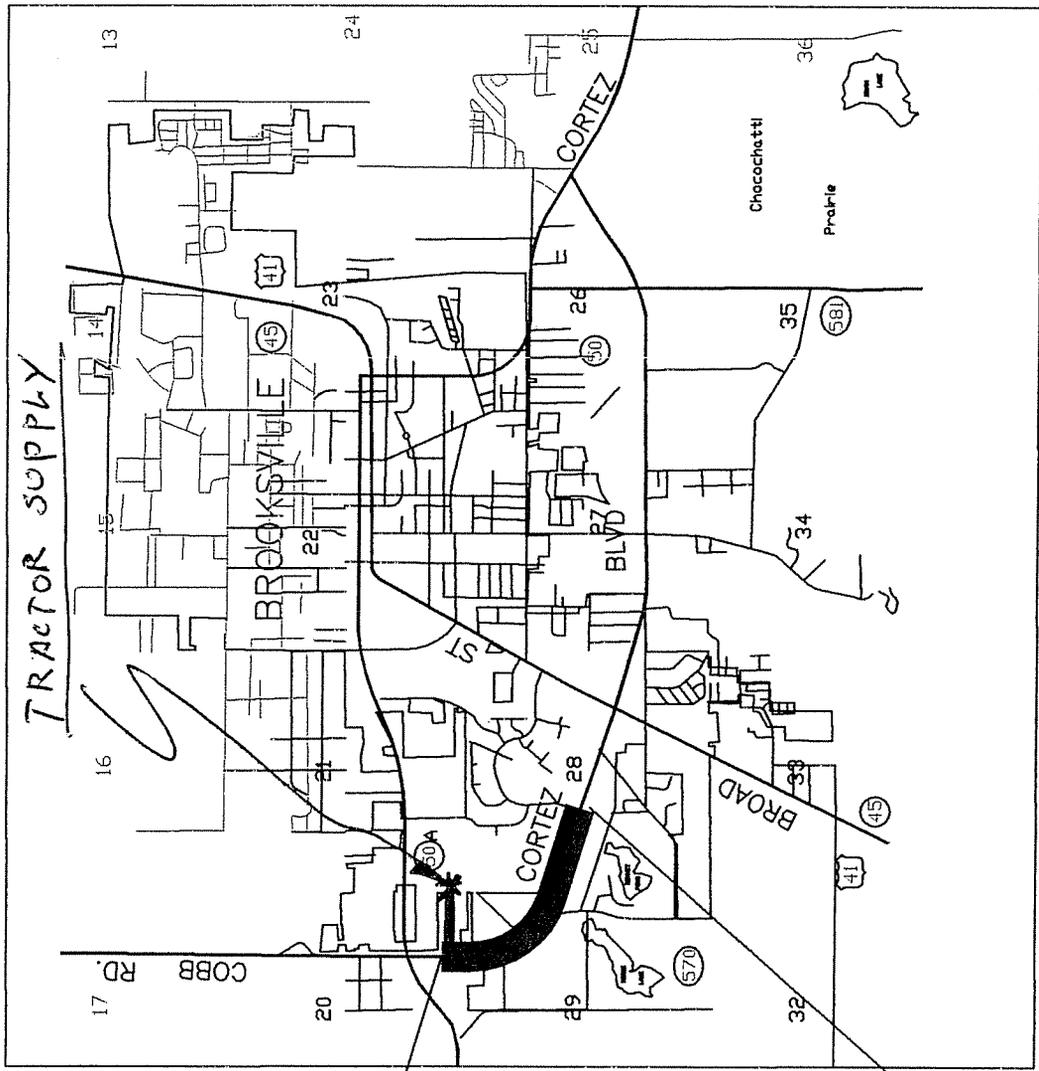
DATE: August 10, 2007

RECOMMENDED BY: _____
Engineer

DATE: _____

APPROVED BY: _____
Owner

DATE: _____



**BEGIN PROJECT
STA. 367+40**

**END PROJECT
STA. 401+96**

LOCATION MAP

CITY OF BROOKSVILLE
MEMORANDUM

To: City Council Date: August 27, 2007

Via: T. Jennene Norman-Vacha

From: Steve Baumgartner, Finance Director

Emory H. Pierce, Director of Public Works

Re: **City Wide Installation of Radio Read Meters**

The City successfully completed the installation and/or retrofitting of 250 ± manual read water meters in the Damac area, to “radio read” meters this past May. This project was approved by Council on Dec. 4, 2006, with authorization to, “piggy-back”, on a Triton Water Technologies (TWT) of Florida, Inc contract with West Melbourne, FL. TWT completed the field installation of all the meters in 3½ days and was able to interface with our Finance (Mary Cason) and IT (Dennis Pupello) departments to successfully incorporate the new technology into our existing system during that same week. Prior to switching it took a meter reader about five hours to read Damac; now it takes about one hour.

As the result of this staff has been working on a project to replace all the rest of our old meters with these new radio read meters. The project will encompass the following:

1. We would be replacing 2,779 of the 4,241 manual read meters older than 5 years.
2. We would be retrofitting 1,462 newer meters.
3. The project is expected to cost \$1,485,000; or \$1,900,000 ± over ten years with financing.

Overall cost savings and benefits of switching all remaining manual read meters to radio read meters will be as follows:

1. One meter reader position, (Chief Meter Reader) can be eliminated by converting that position to a Cross Connection Control Tech. Annual savings with benefits will be \$44,241.
2. The other Meter Reader will only need to read meters one half day per month and can do other customer service work the rest of the time. With radio read meters mileage on their truck will be greatly reduced saving approximately \$2,000/yr in fuel costs.
3. Replacement of the majority of our older meters all at one time will reduce our budgeted annual meter replacement costs by about \$18,000/yr.
4. Replacement of the older meters, which under-read consumption, will provide a revenue increase of 3% - 6% . Using a conservative estimate of a 4% increase over our current combined utility revenues of \$3,400,000 could provide an additional \$136,000 in revenue.

The sum of all savings and revenue increases equals \$200,241.

We currently have an offer for financing for ten years at a rate of 4.39% (annual cost \$189,900.00). This annual expense has been included in the proposed Fy 07/08 budget.

However, we believe we can find a lower rate and we need to have this project approved by USDA. They are also interested in financing this project and they may be able to offer us a Grant/Loan deal similar to what we did with the generators and hurricane screens.

Attached is the actual installation contract which is piggybacked off of the West Melbourne project. Staff is requesting approval of this contract contingent upon us securing financing acceptable to Council. Staff is also requesting permission from Council to negotiate financing of this project and to bring back the best proposal for consideration.

C:\Documents and Settings\Jpete\Local Settings\Temporary Internet Files\Content IE5\GLY30LU7\072407 radio read emver3 to council wpd



PHASE TWO WATER METER UPGRADE/AUTOMATION PROJECT

City of Brooksville (CLIENT)

201 Howell Avenue
Brooksville, Florida 34601

Triton Water Technologies of Florida, Inc. (TWT)

9506 Lake Chase Island Way
Tampa, Florida 33626
A Florida Corporation (FEIN# 20-1888994)

1) Project Description (WORK)

This project consists of upgrading and automating the CLIENT's existing water metering system as outlined in Schedule B. TWT will provide and install Neptune water meters, Neptune R900 radio-read technology, and Neptune meter reading equipment for a complete turnkey solution. TWT hereby agrees to upgrade/automate the CLIENT's meters for a cost of **\$1,485,000**, with financed payments as outlined separately in the finance documents. In addition to the meter replacement, TWT will transfer pertinent data for each of the existing water accounts into the CLIENT's existing utility billing system as outlined further in Schedule B. CLIENT is responsible for the interface between the CLIENT's existing utility billing system and the new Neptune meter reading software.

This project is expected to generate an increase in the CLIENT's billable usage for water as a result of having more accurate water meters installed. However, TWT makes no guarantee, either express or implied, as to the actual billable usage (or revenue) that will be realized by the CLIENT since actual billable usage (or revenue) can be impacted by many variables outside of TWT's control. Such uncontrollable variables include weather, droughts, floods, imposed restrictions, regulatory changes, demographic shifts, and utility rates.

TWT shall be responsible for any damage within two feet (2') on either side of the water meter resulting from meter removal or installation. Any damage incurred within this two-foot (2') zone will be repaired promptly at the expense of TWT. However, TWT is not liable for damages outside of this two-foot (2') zone, either on the water distribution side or on the client side, incurred from the meter replacement process. i.e. shutoff, temporary outage, and restart of water service.

2) Water Shutoff

TWT shall be responsible for shutting off the water to each meter serviced as well as notifying each water utility client of the shutoff. CLIENT hereby agrees to assist TWT in notifying the individual water utility clients. The TWT installation team will knock on the doors of residential clients before starting work and will leave notification on each door when work is completed. For large commercial clients, special efforts will be made to ensure minimum disruption to their water needs. To prevent any damage to the system, TWT will schedule these large commercial replacements directly with the clients. The responsibility for plumbing fixtures inside of each facility belongs to each water utility client and not to TWT.

3) Responsibility

TWT shall perform or cause to be performed the Work and all other services described in this Agreement and shall remain responsible for all services performed, whether by TWT or its subcontractors or others on its behalf, throughout the term of this Agreement. If TWT fails to comply with the CLIENT's standards, TWT shall perform again, at its own expense, any and all Work required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of TWT's performance by the CLIENT shall not relieve TWT of its responsibility for the services performed. TWT shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. TWT shall be responsible for the disposal of all equipment and materials removed or replaced through its performance of the Work in accordance with all applicable laws and regulations regarding such disposal, except those items designated by the CLIENT as non-disposable.

4) Inspections

All materials and equipment and each part of the detail of the Work shall be subject at all times to inspection by the CLIENT or its designated representatives, and TWT will be held strictly to the true intent of this Agreement with regard to quality of materials, workmanship, and the diligent execution of the Work. TWT shall allow the



CLIENT access to all parts of the Work, and shall furnish such information and assistance as is required to make a complete and detailed inspection or inspections. TWT shall, upon the CLIENT's request, remove or uncover such portions of the finished Work as the CLIENT may direct. After the examination, TWT shall restore said portion of the Work to the standard required by this Agreement. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be the responsibility of the CLIENT and such uncovering, removing and replacing shall be deemed to be an excusable event of delay, if a delay in completion is caused thereby. If the Work so exposed or examined has not been performed in accordance with this Agreement, the expense of uncovering, removing and replacing any portion of the Work necessary to comply with this Agreement shall be borne by TWT and requests for a time extension or claims for delay will not be granted.

5) Supervision

In order to ensure project quality, TWT shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and ensure that an adequate force of skilled workmen are available to complete the Work in accordance with all requirements of this Agreement. TWT shall be solely responsible for site safety and for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. The CLIENT reserves the right to reject any sequences or procedures proposed by TWT in connection with the Work which might constitute or create a hazard to the Premises, or to persons or property, or which will result in schedule delays or additional costs to the CLIENT.

6) Coordination

TWT shall consult with the personnel designated by the CLIENT in order to coordinate the Work and shall not permit any act that will interfere with the performance of the CLIENT's business activities at the Premises without the prior written approval of the CLIENT. Further, TWT shall consult with the CLIENT regarding the coordination of the Work with any other work being performed by other Companies at the Premises. TWT shall perform the Work under this Agreement in such a manner so as not to harm the structural integrity of the CLIENT's operating systems, except as approved previously by the CLIENT.

7) Changed Conditions

Should TWT encounter subsurface or latent physical conditions at the Premises which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, TWT shall give written notice to the CLIENT before any such condition is disturbed or further disturbed. No claim of TWT under this provision will be allowed unless TWT has given the required notice. The CLIENT will promptly investigate and, if it is determined that the conditions materially differ from those which TWT should reasonably have been expected to discover or anticipate, the CLIENT and TWT will negotiate and make every effort to agree to a change order to address the unforeseen conditions. If such changed conditions cause an increase or decrease in TWT's cost or time of performance, the parties may negotiate a mutually acceptable alternative solution.

8) Project Schedule

TWT and the CLIENT shall participate in regularly scheduled Project Status Meetings throughout the term of this Agreement. TWT hereby agrees to perform the Work with such sufficient equipment and forces to complete the Work in a timely manner. TWT shall commence services on September 15, 2007 and shall be substantially complete by January 31, 2008. Extensions of time will be allowed for delays arising from unforeseeable causes beyond the control and without the fault or negligence of TWT. A request for an extension of time must be made by TWT in writing to the CLIENT within fifteen (15) calendar days after the unforeseen condition manifests itself to TWT. In the case of a continuing cause of delay, only one request is necessary.



9) Compensation for Delay

Certain risks and uncertainties in connection with the Work are assumed by TWT as a part of this Agreement and are included in TWT's compensation. TWT, except as otherwise specified herein, shall bear all loss or damage for hindrances or delays during the progress of any portion of the Work. TWT shall be entitled to payment from the CLIENT only for those actual damages, costs, or expenses which are directly attributable to delays in the performance of the Work which are caused by the CLIENT.

10) Location and Access

CLIENT shall provide sufficient space for the installation and operation of the Work for the term of this Agreement, including access to office space with a telephone line, if necessary to allow TWT to perform required maintenance, monitoring, and training services. The CLIENT shall provide access for TWT and its employees or subcontractors to install, adjust, inspect, maintain, and repair the Work in accordance with the terms of this Agreement during regular business hours, or such other reasonable hours as may be requested by TWT and acceptable to the CLIENT.

11) Insurance

TWT shall purchase, maintain, and provide evidence of General Liability Insurance coverage throughout the duration of this Agreement. TWT may not commence performance of the Work or other services under this Agreement until all required insurance is obtained and evidence of it is received and approved by the CLIENT. Failure of TWT to obtain or keep such insurance in force shall constitute an "Event of Default" as specified below, and in addition to the remedies provided therein, the CLIENT reserves the right to stop the Work until evidence of the requisite coverage is provided.

12) Hazardous Materials

TWT's obligations expressly exclude any Work or services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs, in or on the Premises. CLIENT hereby warrants and represents that, to the best of the CLIENT's knowledge, there is no asbestos or hazardous material that will in any way affect TWT's Work. Should TWT become aware of or suspect the presence of any hazardous materials, TWT shall have the right to stop work in the affected area immediately and notify the CLIENT. The CLIENT will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The CLIENT further agrees to assume responsibility for any claims arising out of or relating to the presence of any hazardous materials, if the presence of said materials is not related to TWT's activities.

13) Warranties

TWT warrants that all equipment designed, procured, fabricated, and installed pursuant to this Agreement is new, in good and proper working condition and are of merchantable quality and fit for the particular purposes of the CLIENT. Further, TWT shall deliver to the CLIENT for inspection and approval all written warranties from the equipment manufacturers and shall pursue rights and remedies against the manufacturer in the event of an equipment malfunction, improper or defective function, or defects in parts, workmanship, or performance. TWT is responsible for the labor and material cost to replace any water meters that fail within ninety (90) days of the final completion of meter replacement. After ninety (90) days, the manufacturer's warranty is in place and the installation of replacement water meters will be the CLIENT's responsibility. TWT shall be responsible for managing all warranty activity during the first twelve (12) months following project acceptance after which time, all warranties shall be transferable and extend to the CLIENT.

14) Events of Default by the Client

These shall include – Any failure to make payments to TWT in accordance with the provisions of Schedule B, provided that TWT is not in default in its performance under the terms of this Agreement; Any representation or warranty furnished by the CLIENT in this Agreement that proves to be false or misleading in any material respect when made; Any other material failure by the CLIENT to perform or comply with the terms and conditions of this Agreement. If an Event of Default by the CLIENT occurs, TWT shall exercise the remedies as provided for in Schedule A.



15) Events of Default by TWT

These shall include – Any failure to provide sufficient personnel, equipment or material in accordance with the provisions of this Agreement and within the time specified by this Agreement; Any failure to meet the project installation schedule due to a reason or circumstance within TWT's reasonable control; Any failure to promptly re-perform, within a reasonable time, Work or services that were rejected as defective or nonconforming; Any lien or encumbrance by any subcontractor, laborer, materialman or other creditor of TWT; Any change in ownership or control of TWT without the prior approval of the CLIENT, which shall not be unreasonably withheld; Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by TWT to the CLIENT. If an Event of Default by TWT occurs, CLIENT shall exercise the remedies as provided for in Schedule A.

16) Liability

TWT shall not be liable under this Agreement in an amount in excess of its primary general comprehensive policy limits. Neither TWT nor the CLIENT will be responsible to the other for any special, indirect, or consequential damages arising in any manner from the Work or Services. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of Government agencies; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of parts, materials or supplies.

17) Indemnity

The CLIENT assumes all risk and liability for the use, operation, and storage of the equipment, and for injuries or death to persons or damage to property arising out of the use, operation, or storage of the equipment, except for any injuries or death to persons or damage to property caused by the negligence or intentional acts of TWT, its employees, agents or assigns.

TWT shall indemnify and hold harmless the CLIENT, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialman. TWT and the CLIENT agree that TWT shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of TWT, its employees, agents or assigns.

18) Complete Agreement

This Agreement, when executed, and any other exhibits or attachments referred to in this Agreement, shall constitute the entire agreement between the Parties and this Agreement may not be amended or modified except by a written agreement signed by the Parties hereto. This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.



Schedule A – Alternative Dispute Resolution (ADR) Language

All Disputes

In the event that any dispute or claim related to construction or the contracts should arise between any of the parties to this Agreement, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner. The parties shall consider litigation as a last resort, to be employed only when ADR methods fail. To this end, the parties agree to take affirmative steps to communicate effectively, to keep lines of communication open, and to handle all disputes in a reasonable and businesslike manner, which may include the use of a dispute resolution board.

Mediation

Each party to any dispute agrees, upon the request of any other party to the dispute, to submit the matter to mediation. The parties shall first confer informally with one another to attempt to resolve the dispute. The mediator shall be a person the parties agree is unbiased and qualified to understand the dispute and make the determinations that are required.

Authority

When ADR is utilized, each party agrees to have in attendance at their mediation (or whatever method is utilized) a person with actual authority to resolve the dispute.

Non-parties

Persons who have a stake in the dispute but who are not parties to this Agreement may be included in the ADR by consent of the parties. When disputes arise between only persons involved in the project who are not parties to this Agreement, the parties agree to encourage and facilitate the use of ADR when possible.

Court of Competent Jurisdiction

ADR is a condition precedent to the filing of a Court of Competent Jurisdiction action or other administrative proceeding seeking economic recovery.

Costs of ADR

When ADR is utilized, the parties included in the process agree to equally share the costs of same.

Schedule B – Scope of Work Description

- 1) Check the address and verify the meter number to be removed.
- 2) Knock on door and advise customer of what you are doing (hand out letter supplied by City).
- 3) Inform customer that their water supply will be shut off for the change out.
- 4) Remove meter box lid along with any dirt and debris from the inside of the meter box.
- 5) Verify meter number on meter and service order on hand to ensure that they match.
- 6) If meter box (or lid) is broken, replace with City's standard meter box (or lid) and generate a change order for City's approval. Only boxes or lids that are broken will need to be replaced.
- 7) Shut off the City water supply to the meter by turning off the curb stop before the meter.
- 8) Remove the meter and protect the entrance/exit piping from contamination. Plugs or caps from new meter shall be installed on meter that was removed.
- 9) Meters that are removed become the property of TWT.
- 10) Discard old meter gaskets and install new meter along with new meter gaskets.
- 11) After new meter is installed, open customer's hose bib. Then open City supply very slowly so you do not cause any surge or water hammer that might cause damage.
- 12) Confirm no leaks in the meter box and that the meter is operating correctly.
- 13) Make sure customer is aware of the completed work and that service is restored.
- 14) Replace box lid, rake around the meter box, and leave customer's yard as you found it.
- 15) Capture the following data for each meter:
 - a. old meter serial number and meter reading
 - b. new meter serial number and meter reading
 - c. new radio transmitter identification number
 - d. GPS location
- 16) Data listed above will be electronically downloaded to a staging table or flat file and delivered to the City. This enables the City to upload data directly into their utility billing program.
- 17) Line breaks or leaks that occur within two (2) feet of the meter (on the customer side) will be repaired at TWT's expense.
- 18) For large meters, the City will provide a backhoe, forklift, or other means to remove the meter.

Existing Meter Inventory

SIZE	REPLACE	RETROFIT	RADIO	TOTAL
0.75"	2602	1422	620	4,644
1"	63	30	25	118
1.5"	36	7	2	45
2"	55	2	3	60
3"	11	1	0	12
4"	3	0	0	3
6"	8	0	0	8
8"	0	0	1	1
TOTAL	2,778	1,462	651	4,891

Schedule C – Price and Payment Terms

ITEM	NEPTUNE R900 RADIO READ SYSTEM	QTY	UNIT	TOTAL
1	5/8"x3/4" T10 Meter (R900 Radio)	2,602	\$240.00	\$624,480
2	1" T10 Meter (R900 Radio)	63	\$280.00	\$17,640
3	1 1/2" T10 Meter (R900 Radio)	36	\$525.00	\$18,900
4	2" T10 Meter (R900 Radio)	55	\$670.00	\$36,850
5	2" HP Turbine Meter (R900 Radio)	0	\$750.00	\$0
6	3" HP Turbine Meter (R900 Radio)	0	\$1,050.00	\$0
7	4" HP Turbine Meter (R900 Radio)	0	\$1,400.00	\$0
8	6" HP Turbine Meter (R900 Radio)	0	\$2,550.00	\$0
9	8" HP Turbine Meter (R900 Radio)	0	\$3,600.00	\$0
10	3" Tru-Flo Compound Meter (R900 Radio)	11	\$1,850.00	\$20,350
11	4" Tru-Flo Compound Meter (R900 Radio)	3	\$2,400.00	\$7,200
12	6" Tru-Flo Compound Meter (R900 Radio)	8	\$3,800.00	\$30,400
13	4"x1" HP Protectus III Compound Meter (R900 Radio)	0	\$5,500.00	\$0
14	6"x1 1/2" HP Protectus III Compound Meter (R900 Radio)	0	\$7,500.00	\$0
15	8"x2" HP Protectus III Compound Meter (R900 Radio)	0	\$9,900.00	\$0
16	10"x2" HP Protectus III Compound Meter (R900 Radio)	0	\$13,800.00	\$0
17	CE 5320X Handheld Meter Reading Device	1	\$3,750.00	\$3,750
18	HR2580 RF Receiver for CE 5320X Device	1	\$1,675.00	\$1,675
19	Ethernet Cradle W/Power Supply Adapter for CE5320X	1	\$500.00	\$500
20	CE 5320X Training	1	\$1,000.00	\$1,000
21	MRX920 Mobile Data Collector Complete With Software	1	\$31,000.00	\$31,000
22	MRX920 Training	1	\$1,106.00	\$1,106
23	MTX950 Mobile Data Collector Complete With Software	0	\$45,000.00	\$0
24	MTX950 Training	0	\$1,000.00	\$0
25	Equinox-MR Meter Reading Software	1	\$3,000.00	\$3,000
26	MX900 Software Upgrade W/GIS US Mapping Module	0	\$6,000.00	\$0
27	CE 5320X Training	0	\$1,000.00	\$0
28	Convert Neptune direct-read to R900 radio-read	1,462	\$205.00	\$299,710
29	Convert Neptune touch-read to R900 radio-read	0	\$210.00	\$0
SUBTOTAL ONE				\$1,097,561
	CONTINGENCY	5%		\$54,878
	PERFORMANCE BOND	3%		\$32,927
	OVERHEAD	15%		\$164,634
SUBTOTAL TWO				\$1,350,000
	PROFIT	10%		\$135,000
TOTAL				\$1,485,000



Schedule C – Price and Payment Terms (continued)

Payment Invoicing

TWT will submit invoices to the CLIENT's Lessor as outlined below:

- ◆ Initial draw for material and mobilization (to be paid within 10 days of invoice)
- ◆ Monthly invoices for actual work completed (to be paid within 10 days of invoice)

Final payment shall be made to TWT upon successful completion of a final walkthrough and the resolution of any punchlist items as noted by the CLIENT.

Payments may be withheld on account of any breach of this Agreement by TWT and claims by any involved third parties (including TWT subcontractors and material suppliers), but only to the extent that written notice has been provided to TWT and TWT has failed, within fifteen (15) days of the date of receipt of such notice, to provide adequate security to protect CLIENT from any loss, cost, or expense related to such claims.

Other Public Entities

The City of Brooksville (CLIENT) and Triton Water Technologies (TWT) hereby allow the replication of the terms, conditions, and pricing reflected in this contract for any other governmental agency, political subdivision, county, city, public entity, or public agency within the United States or Canada.

Any public entity desiring to procure from this contract, may utilize the CLIENT's procurement, evaluation, and selection processes as their justification to work with TWT per the pricing structure and terms and conditions contained herein. When another public entity elects to utilize the CLIENT's contract award, TWT shall deal directly with that public entity concerning the placement of orders, invoicing, payment, disputes, and all other contractual matters. The CLIENT agrees to act only as the "Contracting Agent".

Any public entity may add terms and conditions required by their local statute, ordinance, or regulation as long as they do not dramatically conflict with the terms and conditions contained herein. If, when preparing such a modified contract, the additional terms and conditions of another public entity are deemed to be unacceptable by TWT, then TWT reserves the right to withdraw its extension of the CLIENT's contract award.

Each public entity shall be responsible for its own purchases and shall assume total responsibility and liability for its own project, independent of the CLIENT and at its own discretion. Further, the CLIENT shall not be held liable for any costs or damages incurred by another public entity as a result of any future award extended to that public entity by TWT.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, to the following:

For the City:

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
Attn: City Clerk
Phone: (352) 544-5407
Fax: (352) 544-5424
Email: kphillips@ci.brooksville.fl.us

For TWT:

Triton Water Technologies of Florida, Inc.
9506 Lake Chase Island Way
Tampa, FL 33626
Attn: Adam Corwin
Phone: (813) 767-3253
Fax: (813) 435-2162
Email: acorwin@triatertech.com



This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest _____
KAREN M. PHILLIPS,
CITY CLERK

By _____
David Pugh
MAYOR

CONTRACTOR

Triton Water Technologies of Florida, Inc.

Business Name

By Adam _____
Authorized Representative

Typed Name: Adam Corwin

Title: President

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

David LaCroix
David LaCroix, City Attorney



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER
SUBJECT: REQUEST TO FILL VACANT POSITIONS – AS BUDGETED
DATE: AUGUST 31, 2007

During regular City Council meeting on June 4th meeting, Council directed that a hiring freeze be implemented; not allowing for the hiring of any new employees/filling positions. Council requested that any need for exception to the hiring freeze be presented to City Council for prior approval before recruitment/hiring.

Since that time, staff has been very conservative and has looked for ways to minimize staffing levels in all departments and funds. We will continue to act in this manner.

The proposed and nearly adopted budget for fiscal year 2007-08 reduces the overall City staffing levels from 152.5 to 138.9 or approximately 9%. Of that amount, the General Fund staffing levels were reduced from 117.5 to 106.6 or approximately 9.3%. I believe that this shows my commitment and the commitment of all of the City's departments to minimize staffing levels in all areas possible without degrading service delivery.

As we proceed into the new budget year, I am requesting that Council allow the City Manager and the department directors to make the appropriate decisions for recruiting and hiring personnel positions that have been approved and allocated within the budget. You can be assured that we will be ever so mindful to the financial difficulties that we may face during the budget process for the 2008-09 fiscal year. Our approach will be calculated and analyzed, as opposed to arbitrary - due to a retirement, resignation or termination.

We appreciate your confidence and support in allowing us to keep the City functioning.

BUDGETARY IMPACT: Only budgeted/allocated positions will be filled. Staff will continue to strive to cut costs and positions that we can due to a vacancy.

RECOMMENDATION: Staff recommends that the City Council allow for the City Manager with department directors to recruit and hire vacant budgeted positions as deemed essential for providing adequate staffing levels for quality service delivery as budgeted/approved by the City Council.

**EMPLOYMENT AGREEMENT
CITY ATTORNEY, CITY OF BROOKSVILLE, FLORIDA**

This Agreement made and entered into this _____ day of September, 2007, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and FOWLER WHITE BOGGS BANKER, P.A. (hereinafter referred to as the ATTORNEYS).

WHEREAS, the CITY desires to employ the professional services of the ATTORNEYS as the CITY's City Attorney, under and pursuant to the City Charter and Code of Ordinances; and

WHEREAS, it is the desire of the CITY to provide certain compensations and other benefits, establish conditions of employment and provide a positive working environment and relationship between the CITY and ATTORNEYS; and

WHEREAS, ATTORNEYS desire to accept employment with the CITY;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. SCOPE OF DUTIES

- a. CITY hereby agrees to employ ATTORNEYS as City Attorney for the City of Brooksville; to perform the functions and duties of said office as specified in the City Charter and Code of Ordinances; and to perform such other duties and functions as the CITY's City Council may reasonably assign. The duties of the ATTORNEYS shall include:
 1. Non-litigation services, for which the ATTORNEYS shall serve under the direct supervision and control of the CITY's City Council, including the drafting or review of all ordinances, resolutions, contracts, deeds, easements, and other legal documents of the CITY; attendance at all regular and special City Council meetings and special meetings and meetings of other City boards, committees, and agencies when requested; and the provision of legal advice and counsel regarding business of the CITY to City Council members, the City Manager, the City Clerk, and all CITY department heads.
 2. Litigation services, both judicial and administrative, when requested by the CITY's City Council or City Manager.
- b. Except as may be specifically provided herein, no provisions of the CITY's personnel policies shall apply to this Agreement.
- c. In the performance of their duties under this Agreement, ATTORNEYS shall serve as independent contractors.

SECTION 2. TERM

This Agreement shall become effective as of October 1, 2007, and shall continue for an indefinite term, subject to termination as provided herein.

SECTION 3. PRINCIPAL ATTORNEY

Jacob D. Varn, Esq., shall serve in the titular role of City Attorney. However, other attorneys of the firm shall perform various duties and responsibilities under this Agreement, subject to the supervision and direction of Jacob D. Varn, Esq.

SECTION 4. COMPENSATION

- a. For services provided under Section 1, ATTORNEYS shall be paid an hourly rate of \$225.00. However, if any attorney or paralegal or intern employed by ATTORNEYS performs work for the City under this Agreement, and the customary and usual hourly billing rate of such attorney, paralegal or intern is less than \$225.00, City shall be billed at the customary and usual hourly rate.
- b. Time shall be billed to the CITY in one-tenth of an hour increments, based on actual time spent performing any service and not on any minimum incremental charge greater than one-tenth of an hour. Detailed statements shall be provided to the CITY monthly and shall be paid within 30 days after receipt.
- c. At no time shall the City be charged for the time of more than one person for performing any one service (e.g., depositions, hearings, trials, appellate oral arguments, attendance at CITY meetings, attendance at contract negotiations), without approval of the CITY's City Manager, unless more than one person performs distinctly separate and necessary functions with regard to such service.
- d. ATTORNEYS shall be reimbursed for all costs paid for or on behalf of the CITY, including filing and service fees, court reporter costs, long distance telephone and fax charges, postage, photocopying costs, travel costs for travel outside of Hernando County (pursuant to CITY personnel policy), and other direct CITY costs. Reimbursement of travel costs shall be in accordance with the CITY's adopted personnel policies.
- e. Notwithstanding any other provision of this Agreement, CITY shall not be billed for travel time and travel costs for any attorney, paralegal, intern, or other employee of ATTORNEYS for travel between such person's regular office location and the City of Brooksville; travel within Hernando County; and long distance telephone and fax charges between ATTORNEYS' Hernando County offices and other offices of ATTORNEYS.

SECTION 5. BENEFITS

Except as may be provided herein, no benefits provided by the CITY to City employees shall be provided to ATTORNEYS or any of ATTORNEYS' employees.

SECTION 6. TERMINATION

- a. ATTORNEYS may terminate this Agreement, by giving at least 60 days’ written notice in advance, unless the parties otherwise agree. The CITY may elect to require ATTORNEYS to cease work under this Agreement at any time during the notice period and simply pay ATTORNEYS for time and costs incurred prior to the cessation of work.
- b. CITY may terminate this Agreement, for cause, at any time or, without cause, by giving at least 30 days’ written notice in advance, unless the parties otherwise agree.

SECTION 7. NOTICES

Notices pursuant to this Agreement shall be given by hand delivery or by deposit in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

CITY: Mayor, City of Brooksville
 201 Howell Avenue
 Brooksville, FL 34601

ATTORNEYS: Fowler White Boggs Banker, P.A.
 c/o Jacob D. Varn, Esq.
 Post Office Box 11240
 Tallahassee, FL 32302

Parties shall notify one another if there is any change of address.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the ATTORNEYS have caused this Agreement to be signed and executed on their behalf by Jacob D. Varn, Esq., Partner.

CITY OF BROOKSVILLE

By: _____
David Pugh, Mayor

ATTEST:

Karen M. Phillips, City Clerk

FOWLER WHITE BOGGS BANKER, P.A.

By: _____
Jacob D. Varn, Esq., Partner

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING - September 10, 2007

1. TYPE: Letter
DATE: August 9, 2007
RECEIVED FROM: Michael E. Ashe, Chief, Bureau of Petroleum Storage Systems/Florida Department of Environmental Protection
ADDRESSED TO: Emory Pierce, Public Works Director
SUBJECT: Notification that the contaminated site located at the SW corner of Broad Street and Main Street in Brooksville is eligible for state-funded remediation assistance.
2. TYPE: Special Use Permit for Brooksville Sidewalk
DATE: August 20, 2007
SENT BY: Emory Pierce, Director of Public Works
ADDRESSED TO: Florida Department of Transportation
SUBJECT: Request for proposed sidewalk on W. Jefferson (SR 50).
3. TYPE: Memorandum
DATE: August 21, 2007
SENT BY: Emory H. Pierce, Director of Public Works
ADDRESSED TO: City Manager Norman-Vacha and Property Owners on Arnold Avenue and portions of Sabra Drive
SUBJECT: Notification that the City will be conducting a speed study on Arnold Avenue and related details.
4. TYPE: Letter
DATE: August 24, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Vernon M. Fuller, Area Director/USDA Rural Development
SUBJECT: Cover for mandatory Form RD 442-2 Statement of Budget, Income and Equity FY 2006-07 and Schedule 2 Projected Cash Flow.

Monthly Reports (Aug/Sept monthly reports will be included in October CTN)

Administration Department (Advisory Board Statistics)

Miscellaneous Minutes

City Advisory Boards

Cemetery Board February 21, 2007

Council Rep. Boards

Hernando County Fair Association July 12, 2007

Hernando County Community Anti-Drug
Coalition July 25, 2007

Hernando County Tourist Development July 26, 2007

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

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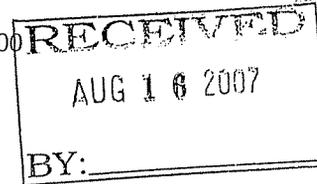
Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary



08-17-07 P02:26 IN

August 9, 2007

**-CERTIFIED MAIL-RETURN RECEIPT REQUESTED-
-NUMBER 7005 3110 0003 6320 5587**

Mr. Emory Pierce
City of Brooksville
600 South Brooksville Avenue
Brooksville, Florida 34601-3710

**RE: Broad Street R/W – City of Brooksville – SW Corner of Broad Street & Main Street,
Brooksville, FL
Incident Reporting Date: January 28, 2003 - DEP Facility #279805507
Total Deductible: \$500.00**

Dear Mr. Pierce:

In accordance with Section 376.30715, Florida Statutes (F.S.), the Department has completed its review of documentation submitted for eligibility under the Innocent Victim Petroleum Storage System Restoration (IVPSSR) Program. The Department has determined that the contamination related to the storage of petroleum products as defined in Section 376.301(31), Florida Statutes (F.S.), for properly closed or removed petroleum storage systems at the above referenced location is **eligible** for state-funded remediation assistance. Any storage tank system that has not been properly closed or removed as of the date of this Order and the contamination associated with those storage tanks are not included in this Order. In accordance with Section 376.30711, F.S., future state funded rehabilitation will be dictated by the site's priority ranking score, and shall be conducted on a pre-approval of scope of work and costs basis. The Department will notify you regarding the start of site remediation at a later date and will request that the above referenced deductible be paid to the Department in full at that time.

This Order only applies to IVPSSRP eligibility and does not apply in any way to any storage tank regulation or compliance matters, including any discharges not addressed herein. You continue to be responsible for compliance with all environmental regulations and will be subject to enforcement should you fail to comply with any environmental regulations.

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. Persons who have filed such a petition may seek to mediate the dispute and choosing mediation

PC: JNU.FYI 8/20/07
8

CW 9/10/07

State of Florida Department of Transportation

Revised 6/5/96

SPECIAL USE PERMIT FOR SIDEWALK

DATE: 8/20/07 PERMIT NO.: SECTION: S.R. NO.: COUNTY: HERNANDO

PERMITTEE: CITY OF BROOKSVILLE ADDRESS: 600 SOUTH BROOKSVILLE AVE. BROOKSVILLE FL TELEPHONE NUMBER: 352-544-5465

has requested permission from the State of Florida Department of Transportation, hereinafter called the Department, to construct, operate and maintain the following improvements :

From MP/Station: 367+40 to MP/Station: 416+84

- 1. Proposed work is within corporate limits of municipality: Yes (X) No () Name of municipality: CITY OF BROOKSVILLE
2. Permittee declares that prior to filing this application Permittee has ascertained the location of all existing utilities, both aerial and underground and the accurate locations are shown on the attached plans. A letter of notification was mailed on 8/20/07 to the following utilities/municipalities: BELL SOUTH BRIGHT HOUSE NETWORK PROGRESS ENERGY TELCO PEOPLE GAS
3. The office of the local Maintenance Engineer shall be notified forty-eight (48) hours prior to starting work and again immediately upon completion of work. The Maintenance Engineer is: RANDELL PRESCOTT P.E. Located at: 16411 SPRING HILL DRIVE Telephone Number: 352-797-5700
4. All work, materials, and equipment shall be subject to inspection by the local Maintenance Engineer and shall meet Department Standards. Improvements shall be constructed in accordance with Florida Department of Transportation Roadway and Traffic Design Standards (Current edition) and Standard Specifications for Road and Bridge Construction (Current edition).
5. All Department property shall be restored to its original condition as far as practical, in keeping with Department specifications, and in a manner satisfactory to the Department.
6. This work shall not interfere with the property and rights of a prior permittee.
7. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said Permittee.
8. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, and alteration or relocation of all or any portion of said highway as determined by the Department, any or all said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway or reset or relocated thereon as required by the Department and at the expense of the Permittee unless reimbursement is authorized by a separate agreement.

CTW 9/10/07

CITY OF BROOKSVILLE
MEMORANDUM

To: T. Jennene Norman-Vacha, City Manager ←
Property Owners on Arnold Avenue and Portions of Sabra Drive

From: Emory H. Pierce, Director of Public Works

Emory Pierce

Re: **Traffic Study Petition for Arnold Avenue**

Date: August 21, 2007

Please be advised that we have received the attached petition and will be conducting a speed study on Arnold Avenue. The speed study will be done for a 7 day period and will consist of two rubber hoses placed across Arnold Avenue and attached to a battery powered counter/computer which will record the number of vehicles, the time when the vehicle crosses the hoses, and the speed and direction of travel. From this information a report will be generated to see if Arnold Avenue meets the criteria to have speed humps or other traffic control devices installed.

These criteria are outlined in Section D of the attached policy. Please be advised that most City streets do not meet the criteria to have speed humps installed. If you have any questions or want a copy of the report please contact me at 352-544-5465 or email: epierce@ci.brooksville.fl.us.

City of Brooksville



08-27-07 P02:37 IN
(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

August 24, 2007

Mr. Vernon M. Fuller
Area Director
USDA Rural Development
2629 Waverly Barn Road
Davenport, FL 33897

Re: Annual Management Reports/Form RD 442-2 Column 3
Proposed Annual Budget and Schedule 2 Projected Cash Flow
for Budget 2007/08

Dear Mr. Fuller:

Enclosed are two copies of Form RD 442-2 Statement of Budget, Income and Equity (FY 2006-2007) and Schedule 2 Projected Cash Flow. I have completed Column 3 and all of Schedule 2 based on Rural Development's instructions. Your instructions require these schedules 30 days prior to the beginning of each fiscal year.

These schedules were completed with the most up to date budget information. Our official budget hearings are scheduled for September 5th and September 19th which fall after your deadline.

Thank you.

Yours very truly,

Stephen J Baumgartner
Finance Director

enclosures

cc: T. Jennene Norman-Vacha, City Manager
Karen Phillips, Dir. Of Administration & City Clerk
Mr. Emory Pierce, Public Works Director

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CTW 9/10/07

2007 BEAUTIFICATION BOARD ATTENDANCE

<u>Mtg. Date</u>		<u>Taylor</u>	<u>Jackson</u>	<u>Jones</u>	<u>Kavouras</u>		<u>Sperling</u>
January 9 *		Present	Present	Present	Present		Present
	<u>Thompson</u>					<u>Sensale</u>	
February 13 *	Present	Present	Unexcused	Present	Excused	Present	Present
March 12 * (Subcommittee of 3)	Present	Present				Present	
March 13 *	Present	Present	Unexcused	Excused	Present	Present	Present
April 10 no quorum	Excused	Present	Unexcused	Excused	Present	Excused	Present
May 8 *	Present	Present	Unexcused	Unexcused	Present	Present	Present
June 12 (summer recess)	Present	Present	Excused	Present	Present	Present	Present
Sept. 11							

* Minutes on file

BROOKSVILLE CEMETERY ADVISORY COMMITTEE
201 Howell Ave, Brooksville, Fl. 34601

February 21, 2007

5:15 P.M.

MEMBERS PRESENT: Luther Cason, Chairperson
Jan Knowles
Richard Lewis - Council
Pat Brewer
David Merritt - Vice Chairperson
Thelma Dawson

MEMBERS ABSENT: Doug Davis

ALSO, PRESENT: Mike Walker, Parks & Recreation Director
Richard Howard, Cemetery Sexton
Audrey Williams, Recording Secretary

CALL TO ORDER:

Chairperson Cason called the meeting to order at 5:10 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge were given.

APPROVAL OF MINUTES:

Chairperson Cason called for the approval of minutes for the December 13, 2006 meeting.
Council Lewis motioned for approval and seconded by Member Dawson .

The Advisory Board vote was unanimous, **Motion Carried.**

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Hernando County Fair Association
Monthly Board of Directors Meeting Minutes
July 12, 2007

President Joe Bernardini called the monthly meeting of the Board of Directors of the Hernando County Fair Association to order at 6:03 p.m. President Bernardini also led the invocation and pledge.

Roll Call was taken for the directors and members and is on file in the Secretary's records.

The minutes of the Annual Membership Meeting held on May 24, 2007, were presented for approval. Joe Bernardini requested a clarification regarding the reasons for the higher security costs for the 2007 fair. Mr. Bernardini explained that we had 29 more deputies on duty this year for a variety of reasons such as more help needed on the US 41 crossing and extra deputies that were contractually required for the concert and the demolition derby. We also had the Explorer officers and plainclothes detectives on site that we did not pay.

Dana Hurst questioned the cost of the 2007 rodeo. He asked the secretary to check the minutes of the meeting at which the rodeo was approved. Judy Mamo located the minutes and answered Mr. Hurst's question.

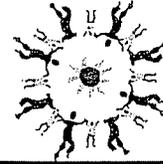
After this discussion, Dana Hurst moved that the minutes be approved as amended and Jeff Johnston seconded. The motion carried.

The minutes of the Board of Directors from the May 24 meeting were presented for approval. Dana Hurst made a motion to approve the minutes as read, Daina Simons seconded and the motion carried.

The June Treasurer's report was also presented for approval. A motion made by Jeff Johnston and seconded by Dana Hurst and the report was approved as presented.

Unfinished business:

Roof - Kevin Mitchell presented a proposal to complete needed repairs to the auditorium roof. His proposal is included in the Secretary's records. Joe Bernardini asked



Hernando County Community Anti-Drug Coalition
Meeting Minutes
July 25, 2007

Present: Sandra Marrero (The Harbor), Lisa Hammond (BHER Group), Tresa Watson (CENAPS), Richard Lewis (City of Brooksville, Major Alan Arick (HCSO), Harry Hill (DJJ), Christine Parris (The Harbor), Glenn Parkinson (YFA)

Meeting called to order at 3:35 p.m. Upon Tresa's request, participants conducted introductions.

Richard presented a motion to accept minutes from June meeting. Major Arick second the motion. Motion carried

YAAPI

Tresa stated two of the Chill Smart Youth were accepted into the Florida Youth Delegation. The youth were Alex Meyer and Charles Watson. The Delegation received over 500 applications, which consisted of essays, questions and recommendations. The Florida Youth a delegation will host a retreat from August 8-10, 2007 . The youth will be working with the National Guard, Bill Janes, Secretary of Office of Drug Control, Governor Christ, and the Sherriff of Hillsborough County. In addition they are scheduled to learn public speaking, play glow in the dark volleyball, and perform the Everest Challenge (team building). Sandra suggested the youth wear their Chill Smart t-shirts at the event. Tresa agreed to inform them. Richard suggested taking pictures of them and giving to the local newspaper for an article and public recognition.

Sandra explained The Harbor will have Substance Abuse pre-treatment groups that may be more appropriate for some of the Teen court referrals. She is coordinating with Director of Teen Court, John Heyne. Sandra further noted Chill Smart will host a guest * speaker for the upcoming Chill Smart meeting

Town Hall Meeting

Tresa announced the Town Hall Meeting was not well attended, despite the efforts. The meeting was broadcasted on school and government channels. Furthermore, newspaper reporters attended and there was a write up on the front page of the paper. In attendance were Sandra Nicholson, of Hernando County School Board, Sherriff Richard Nugent, Elizabeth Callaghan, of Public Health Department. Sherriff Nugent did commit to giving the coalition \$30,000 from confiscated money. Tresa declared uncertainty of low turnout due to community denial. Richard was optimistic and claimed there was a family who came all the way from Ridge Manor. He added the evening of the town meeting was storming quite a bit. Richard commented on what a great job Lisa did as the moderator. He specifically noticed Lisa opened it up for conversation and made sure to include people.

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7.10.07 eth-1

HERNANDO COUNTY TOURIST DEVELOPMENT MEETING

JULY 26, 2007

The Hernando County Tourist Development Council meeting was scheduled for Thursday, July 26, 2007 at 3:00 p.m. in the Garden Room at the Best Western Resort, 30307 Cortez Blvd., Spring Hill, Florida 34602. The meeting had been advertised and the public was invited to attend. The following is an attendance record and summary of discussions that took place at the meeting.

MEMBERS PRESENT:

Bobbi Mills, Chairperson
Jan Knowles, Vice Chairperson
Richard E. Lewis, 2nd Vice Chairperson
Joel Hernandez
Therese White
Joseph Giaratanna
Chris Kingsley
J. K. Tesman
Lara Bradburn

OTHERS PRESENT:

STAFF:

Susan Rupe, Director
Carole Knudson, Information Specialist

CALL TO ORDER: Chairperson Bobbi Mills called the meeting to order at 3:20 p.m. on July 26, 2007 with the required quorum of members present.

APPOINTMENT OF NEW MEMBERS: Chairperson Mills welcomed two (2) new members to the Tourist Development Council. Joseph Giarratana (Papa Joe's Restaurant) was appointed upon the approval by the Board of County Commissioners. Also appointed was Commissioner Chris Kingsley, appointed to fill the vacancy created by the resignation from the TDC of Commissioner Rose Rocco.

APPROVAL OF MINUTES: Chairperson Mills called for approval of the minutes of the June 28, 2007 meeting minutes.

MOTION: Richard Lewis made the motion to approve the minutes of the June 28, 2007 meeting as written. Motion seconded by Therese White. **Motion passed 5 - 0.**

MONTHLY REPORTS – Susan Rupe, Director

TOURIST TAX REPORT

The Clerk of Circuit Court reported that as of June 30, 2007 the tax collected was \$34,379.00, with \$33,348.34 distributed to the TDC.

FINANCIAL REPORT:

The Finance Report for June 2007 was presented to the TDC. Year-to-date revenues totaled \$ 359,747.39. Year-to-date expenditures were \$228,834.14, leaving a total of \$130,913.25. Cash balance forward totals \$473,449.00, and an overall balance of \$604,362.25. Sue Rupe reported that a budget amendment had been done to bring the accounts in line. The budget is 75% used to date.

2008-2009 Budget: Discussion continued from the June 28 meeting regarding the pending 2008-2009 budget. Sue stated that the budget is set and there are not changes so far, but suggested that if anyone noted any changes to be considered, they should call her.

Lara Bradburn was recognized by the Chair, and stated that she would like to further discuss conferences (attending) and advertising.

It was also mentioned that Founder's Day will probably be picked up (financially) by the community, with sponsors being considered and sought out.

pe: 'read'
OTN 9/10/07

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