

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

AGENDA

NOVEMBER 5, 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

2. FDLE Edward Byrne Memorial Justice Assistance Grant (JAG) - D.A.R.E. Project

Acceptance of FDLE JAG Grant in the amount of \$4,000 for the Drug Abuse Resistance Education (D.A.R.E.) Project.

3. Petroleum Cleanup Program

Consideration of designation of George Foster, Creative Environmental Solutions, Inc., as the clean up contractor for the southwest corner of Broad and Main Streets Innocent Victim Petroleum Storage Tank Clean up Program and to authorize the Director of Public Works to sign the necessary documents and pay the \$500 deductible.

CONSENT AGENDA APPROVAL (✓)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Police Lieutenant dated 10/26/07, Letter from FDLE and Application; 3) Memos from Director of Public Works dated 10/01/07, 5/25/07 and 4/2/07; page 1 of 6/18/07 Council Agenda for approval of DPW site; copy of FDEP invoice; letter from Alan Sakole, FDEP, dated 9/24/07; letter from George Foster, Creative Environmental SOLUTIONS, Inc., dated 10/5/07; FDEP Contractor Designation form; Hernando County Property Appraiser map of parcel.

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D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Margaret R. Ghiotto Beautification Award - Commercial Award**
Recognition of improvements to the property of Farmer John's Key West Café, John Carlone, Proprietor, located at 966 E. Jefferson Street and owned by John F. Mason.

Presentation: Mayor
Attachments: Award Certificates; Letters from Board dated 10/10/07

2. **Proclamation in Support of the 150th Anniversary of City of Starke, Florida**
Recognition of the 150th Anniversary of the City of Starke, Florida, November 2007.

Presentation: Mayor
Attachments: Proclamation

E. PUBLIC HEARINGS

- ** 1. **Ordinance No. 750 - Habitat for Humanity Re-zoning**
Consideration of the re-zoning from Agricultural to C2 Commercial with two Special Exception Use petitions for Light Manufacturing and a Secondhand Retail Store.
[First reading 9/10/07, continued from 10/01/07 meeting]

Presentation: Director of Community Development
Recommendation: Accept petitioners request to withdraw petition
Action: Accept withdrawal
Attachments: Letter from Habitat for Humanity dated 10/17/07; Memo from Director of Community Development dated 10/22/07; Proposed Ordinance & Location Map; Petitions

F. REGULAR AGENDA

1. **Ordinance No. 755 - SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT - PETITIONER: INNOVATORS INVESTMENT GROUP, LLC**
Consideration of a request for a change to the Future Land Use designation of this property, a 5.76 acre + parcel of land located North of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue, from Single-Family County Residential to City Commercial.

Presentation: Director of Community Development
Recommendation: Meeting as the governing body, approve Ordinance No. 755 to adopt the Comprehensive Plan Amendment upon roll call vote upon first reading and schedule second reading for 11/19/07
Action: Motion to Approve
Attachments: See LPA Meeting Attachment

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**** 2. Ordinance No. 756 - INNOVATORS INVESTMENT GROUP, LLC Property Re-Zoning**

Consideration of the re-zoning of a 7.76 acre + parcel of land located North of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue to the classification of Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development - consisting of General Commercial, Professional Office.

Presentation: Director of Community Development
Recommendation: Approval of the first reading of Ordinance No. 756 as recommended by Staff and P&Z Commission upon roll call vote and schedule second reading for 11/19/07
Action: Motion to Approve
Attachments: Memo from Director of Community Development dated 10/12/07; Proposed Ordinance & Location Map; Petitions

3. Resolution No. 2007-22 - Maintenance of Traffic and FDOT Permit Requirements for the Christmas Parade

- a) Consideration of applying to FDOT for the closure of Jefferson Street and Broad Street between Main Street and Bell Avenue on Dec. 8, 2007, for the Christmas Parade and enacting a resolution which concurs with the requested closure.
- b) Request for partial waiver of fees from Kiwanis Club of Brooksville.

Presentation: Emory H. Pierce, Director of Public Works
Recommendation: Approval
Action: Motion to Approve
Attachments: a) Memo from City Manager dated 10/26/07; Memo from Emory H. Pierce, Director of Public Works, dated 10/24/07; Example letter from Dade City; FDOT Street Closure Request form; MOT Area Map; Resolution b) Letter from Kiwanis Club President dated 10/26/07 and Street Closure Application

4. MLK Boulevard Re-paving

Consideration of using \$100,000 from fund 308 to contribute toward the overall estimated \$200,000 cost and approval of an Interlocal Agreement related to this project.

Presentation: Director of Public Works
Recommendation: Approval
Action: Motion to Approve
Attachments: Memo from Director of Public Works dated 09/18/07; Agreement; E-mail from Hernando County DPW, Agenda

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Memorandum and Budget Summary

5. **Transportation Outreach Program (TOP) - SR50 Reverse Frontage Road & Utility Project - Drainage Retention Area Easement for Lot 9, David/Manuel Commercial Park Subdivision**

Consideration of approval of Agreement for Grant of Easement and authorize the Mayor to sign the appropriate documentation.

Presentation: Director of Community Development
Recommendation: Approval
Action: Motion to approve
Attachments: Memo from City Manager dated 10/26/07; Memo from Director of Community Development dated 09/21/07; Agreement to be distributed upon receipt.

6. **Southern Hills Reimbursement & Impact Fee Credit Request Verification Report Submittal #3**

Consideration to accept the Southern Hills Reimbursement & Impact Fee Credit Request Verification Report Submittal #3 provided to the City by Coastal Engineering.

Presentation: Coastal Engineering
Recommendation: Approval or Direction to Staff
Action: Motion to approve
Attachments: Memos from Director of Public Works dated 10/22/07 and 10/26/07; Letter from Coastal Engineering dated 07/27/07; Report

7. **U.S. 41 SR50-U.S. 41 Connector Road Implementation Agreements**

Consideration to approve agreement between the City of Brooksville and Hernando County and agreement between the City of Brooksville and Hampton Ridge Developers, LLC for U.S. 41 SR 50-US 41 connector road implementation.

Presentation: City Attorney
Recommendation: Approval or Direction to Staff
Action: Motion to approve
Attachments: Memo from City Attorney dated 10/26/07; Agreements

8. **Advisory Board Appointments**

Appointment of members to various Advisory Board Positions, either as a result of term expirations or current vacancies, as follows:
[Note - all applicants are registered voters as required]

Planning & Zoning CommissionOne vacancy to fill an unexpired 3-year term of office through January 31, 2009, replacing Charles Miller.

Shannon Andras-Pettry	(New Applicant)
Ronald H. Lawson	(New Applicant)
E.E. Ernie Wever, Jr.	(Current Alternate)

Presentation: Director of Administration
Recommendation: Approval of Appointments
Action: Motion to Approve

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Attachments: Memo from Director of
Administration dated 10/26/07
Applications

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

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and on line 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.

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

**CITY OF BROOKSVILLE
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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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, REPEALING & RESTATING CHARGES TO BE ASSESSED AND COLLECTED FOR COPIES OF PUBLIC RECORDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

Brookhaven, Ltd. Street Lighting

Approval of Special Revocable License Agreement with Developer to install 7 street lights on Emerald Springs Way.

Director Pierce reviewed the agreement and the related project, specifying that Emerald Springs Way is a City-owned right-of-way.

Motion:

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

Request to Fill Vacant Positions

Consideration of request to fill four positions.

City Manager Norman-Vacha reviewed the proposed positions, which she felt to be critical for operations and are currently budgeted positions. The possibility of the privatization concerning the utility positions was discussed.

Motion:

Motion was made by Vice Mayor Burnett and seconded by Council Member Lewis for approval to fill the vacant positions. Motion carried 4-1, with Council Member Bernardini voting in opposition.

Mayor Pugh asked for public input; there was none.

City Manager Norman-Vacha indicated that recruitment for the Police Chief is being completed and recruitment for the H.R. Director position will begin this week.

ITEMS BY COUNCIL

Richard E. Lewis, Council Member

Veteran's Day Parade

Motion:

Council Member Lewis, referencing the memo received from Anna Liisa Covell, wherein she requested the waiver of permit and insurance for the Veteran's Day Parade, made a motion to add the item to the agenda; seconded by Vice Mayor Burnett.

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.

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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 requested any of the City Council Members or City Manager Norman-Vacha meet with her.

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Mark Rials

Brooksville Housing Authority

He indicated that during his tenure on the Brooksville Housing Authority, 8 years ago, he had never seen a Council Member at any meeting and was surprised at the charges made by the Mayor against some of the Housing Authority members. He indicated that he and Mr. Pilcher had long tried to have Betty Trent removed unsuccessfully and made significant efforts to improve conditions at the Brooksville Housing Authority, including the removal of crime and drugs.

City Attorney La Croix indicated that Mr. Pilcher could call witnesses on his behalf during the hearing and that Mr. Rials could make his comments as a witness during the hearing to be made part of the record.

BROOKSVILLE HOUSING AUTHORITY HEARING

Hearing to discuss possible removal of Brooksville Housing Authority Board Members.

Vice Mayor Burnett asked City Attorney LaCroix to give a legal interpretation in that he works for Lane Electrical. City Attorney LaCroix stated that although some charges involve Lane, the appointment or removal does not create a conflict. He stated that he could file a conflict form and abstain, but he does not have to.

Vice Mayor Burnett requested to abstain and turned in the necessary paperwork [Attachment A].

City Attorney LaCroix clarified that, per Florida Statutes, the Mayor, subject to confirmation of Council, has the authority to appoint and remove members. The Statutes also state that the commissioner has to be provided a statement of charges and a hearing. He advised the hearing to be quasi judicial, not involving land use, and that each Council Member needed to disclose their communications pertaining to the subject of this hearing and with whom the communication took place.

Council Member Lewis indicated he had spoken with Mr. Pilcher regarding the letter he received from the Mayor. He also met with Gertrude Mobley and discussed the issues of the alleged charges as well as all issues during the time she sat on the board and DonnaMarie Lopez, all at their request.

Council Member Bradburn stated that some months ago she had spoken with Mr. Pilcher but not since the alleged charges were brought forth.

City Attorney LaCroix advised that Mr. Boston requested his hearing to be rescheduled because he is out of town and recommended the hearing be held at the August 20 meeting.

He also advised of his intent to call forth three witnesses and indicated he will supply Mr. Boston with transcripts of tonight's hearing. He informed the Brooksville Housing Authority Commissioners that they can make statements and call any witnesses they wish, but that the hearing is limited to the charges listed in the letters each were sent.

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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].

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.

Witness #1 - Donnie Singer

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

Attorney LaCroix: "Mr. Singer, you were acting as Brooksville Housing Authority Executive Director for what period of time?"

Mr. Singer: "I was there, acting, from January till the latter part of April - beginning of May."

Attorney LaCroix: "Of 2007."

Mr. Singer: "Yes, of 2007."

Attorney LaCroix: "So you were aware of the electrical problems at Summit Villas?"

Mr. Singer: "Yes"

Attorney LaCroix: "And, after Mr. Lane completed the initial repairs, the ones that the building official had authorized as emergency repairs, what was your recommendation to the board, with regard to the continuation of the work?"

Mr. Singer: "I'd sent a letter to Mr. Lane to stop working once we'd reached a certain point, based on the information provided to me by the engineer, the City building official, fire official and the other officials. We sent him that letter, he went from that point, I'm assuming he went to the Housing Authority's main office, talked with the Project Manager there, apparently the Project Manager called the Vice-Chairman and Chairman at that time and they agreed to have an emergency meeting that afternoon."

Attorney LaCroix: "And is that the meeting of April 24, 2007?"

Mr. Singer: "I believe so."

Attorney LaCroix: "And prior to that time what was the recommendation of the City building official as to what needed to be done as an emergency?"

Mr. Singer: "Well, what we saw, from all the officials, was that we needed to take care of the meter cans that were in the six, east units of building 520 plus a auxiliary room and a washer/dryer room. Once that was completed, at that point we would stop the work and we would bring in an Electrical Engineer, have some redrawings of the electrical wiring, then go out for bid at that time. My recommendation was to follow the

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guidelines that were in the policies of the Housing Authority and the HUD guidelines."

Attorney LaCroix: "What were those guidelines?"

Mr. Singer: "That, once your emergency has been taken care of, you stop all further work and bid out the project."

Attorney LaCroix: "And when you say that other people have made the same recommendations, you're talking about Mr. Bennett, the HUD Engineer?"

Mr. Singer: "The HUD Engineer, that was a misquote in the paper, the HUD Engineer was Gary Loftus."

Attorney LaCroix: "Okay, but was that his recommendation also?"

Mr. Singer: "It was."

Attorney LaCroix: "And didn't the Housing Authority hire it's own consultant?"

Mr. Singer: "The...well we had done, after talking...the HUD recommended we go out, under emergency rule, and bring in an Electrical Engineer as quickly as possible. I researched some, went out and had an engineering firm come in that did some electrical work and do an assessment of the site, they came, did that, they provided a report that I presented to the Authority."

Attorney LaCroix: "Was that Mr. Covington?"

Mr. Singer: "Yes it was."

Attorney LaCroix: "And was his recommendation also that the rest of the repairs were not emergency in nature?"

Mr. Singer: "That's correct."

Attorney LaCroix: "Okay. In your opinion, what would be the problem with going ahead with those repairs, even though HUD said they were not emergency?"

Mr. Singer: "Well at that point, my understanding is that, pursuant to Florida Law, there's...you have to have the funds available to pay for the work that's being contracted for, and you have to follow the bid procedures as are in your procurement policies."

Attorney LaCroix: "And what happens if the Housing Authority does not take bids on a project, just hires somebody and then goes and asks HUD for the money to pay for it?"

Mr. Singer: "You're probably not going to get HUD to give you that money."

Attorney LaCroix: "So, in your opinion, did the action of the board on April 24th threaten the funding source from HUD for getting money for these repairs?"

Mr. Singer: "It certainly didn't improve their chances of getting additional money from HUD to take care of those problems."

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Attorney LaCroix: "Okay. Do you know if, at the time the Board authorized the repairs, they had money to pay for them?"

Mr. Singer: "At that time that they did, I don't believe there was enough money in their resources available to them to pay for that."

Attorney LaCroix: "Okay. Are you aware of the electrical problems, I mean, did you see them yourself?"

Mr. Singer: "Yes."

Attorney LaCroix: "Are you aware of unlicensed contractors having done work on those premises?"

Mr. Singer: "I'm not aware of any, I've heard stories that there were but, you know, I heard that some of the staff people there did some wiring. As far as me seeing that, I never saw that."

Mayor Pugh: "The April 24th meeting, was that emergency meeting...did you know about that in advance?"

Mr. Singer: "No, I was not made aware of that meeting, I walked into that just by chance."

Mayor Pugh: "Okay. Also, were you ever in receipt of any letters from HUD requesting a stop workage on Summit Villas?"

Mr. Singer: "No, I never received any letters from HUD on that."

Carl Pilcher: "If I'm not mistaken, Mr. Singer went out and hired P.O. Covington on his own, we were not involved in that process whatsoever."

Attorney LaCroix: "Is that a question for Mr. Singer?"

Carl Pilcher: "That's a statement I want to make."

Attorney LaCroix: "This is your opportunity to ask him questions."

Carl Pilcher: "Did that not occur?"

Mr. Singer: "I did hire him under the auspice of the Interim Executive Director of the Housing Authority and brought that report to the Board."

Carl Pilcher: "Not to me, I wasn't there."

Mayor Pugh: "Okay. Mr. Singer, do you know of any other Electrical Contractor or Electrical Engineer who may have performed any inspections on the site here recently?"

Mr. Singer: "Mr. Lane's the only one, that I know of, that did any other electrical inspections for the Housing Agency, and I understand that those...there was one report that he gave back in, I believe it was July 2006, that he gave to Mrs. Trent at that time, now whether it went any further than that, to the Housing Authority Board I don't know."

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Mayor Pugh: "Okay. That's all the questions I have."

Council Member Lewis: "One question Mayor. Are you aware of a report that was done by the Fire Chief for the City of Brooksville in March, stating that there was imminent work that needed to be done and that work had to be completed, I believe it was within a 60-day time frame. I believe it was March 16th or March 19th, it was issued by the Fire Chief, and at that particular time it was issued and it said that if that work wasn't completed then the project could be shut down entirely. Those people would have to be moved at that particular time."

Mr. Singer: "I did read that report and had a copy of it."

Council Member Bradburn: "Mr. Singer, you said that you explained to them it was your opinion that they should follow HUD's rules, how many times did you go over Hood's rules as far as coming up with a plan and going out to bid?"

Mr. Singer: "At least once in that meeting, and I believe I'd spoke with each...with a number of the Board members individually on some of that."

Council Member Bradburn: "Did you explain to the Board members what could happen if they did not follow Hood's rules?"

Mr. Singer: "I would assume that was evident, I can't remember if I told them they are putting their funding in jeopardy or not."

Mayor Pugh: "In regards to the report from the Fire Chief, was that prior to the Electrical Inspector coming in, the Electrical Engineer and reviewing along with HUD, Hood's Engineer?"

Mr. Singer: "I don't remember the exact date, it was the latter part of March that the Engineer from HUD came down and we had...Mr. Loftus was here, we had...the Fire Chief was involved in that, an official from the City's Building Department was involved with that, so we had three or four officials there in looking at the conditions of all the apartments and all the wiring. We looked both at the family and the elderly side."

Attorney LaCroix: "Mr. Singer, were all of those persons in agreement that any further work could wait until a plan was put in place and bids were solicited from Contractors?"

Mr. Singer: "Yes Sir."

Attorney LaCroix: "Including the Fire Chief."

Mr. Singer: "Yes."

Witness #2 - Ronnie McLean

City Attorney LaCroix called Ronnie McLean, who was sworn.

Attorney LaCroix: "Mr. McLean, you're currently the Executive Director for the Housing Authority, is that correct?"

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Mr. McLean: "Yes."

Attorney LaCroix: "Did you recently terminate an employee named Fetrow?"

Mr. McLean: "Yes."

Attorney LaCroix: "And was one of the grounds for that termination that...is it Ms. or Mr. Fetrow?"

Mr. McLean: "Ms. Fetrow."

Attorney LaCroix: "Ms. Fetrow. Was one of the grounds for that termination that she had signed payroll checks in advance of work being performed, which included payment for overtime work that had not yet been performed?"

Mr. McLean: "She didn't sign the checks but she made the checks for Board Members to sign."

Attorney LaCroix: "Okay, so she prepared the checks?"

Mr. McLean: "Correct."

Attorney LaCroix: "Did Mrs. Mobley sign them?"

Mr. McLean: "Some of them, yes."

Attorney LaCroix: "Okay. And did some of the checks that Mrs. Mobley sign were for work that had not yet been performed?"

Mr. McLean: "Correct."

Attorney LaCroix: "And included payment for overtime that hadn't even been scheduled."

Mr. McLean: "Correct."

Mayor Pugh: "I'm going to ask the same question I asked of Mr. Singer. Have you ever been in receipt of a letter from HUD issuing a stop-work order after a certain amount was performed by Lane Electric?"

Mr. McLean: "No, but I did speak with Gary Loftus and he told me that all work should stop and had ordered the Board to tell Mr. Lane to stop the work, for the emergency part of it was over."

Mayor Pugh: "So roughly, about what time?"

Mr. McLean: "When I spoke with Gary Loftus it was was June 12th."

Mayor Pugh: "June 12th. Okay."

Council Member Lewis: "By June 12th, when you talked to this official from HUD, had work already ceased over there at Summit Villas? Had the work already stopped, had Mr. Lane already stopped work over there?"

Mr. McLean: "I believe that there was an agreement that he would possibly keep somebody on site to try to keep the fire and City officials happy."

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Council Member Lewis: "Okay, so you don't know the exact day Mr. McLean, that he stopped work over there or actually stopped installing or repairing any of the deficiencies over there?"

Mr. McLean: "No. The only thing I can testify to is that I did write him a letter stating that he stop work immediately, according to HUD rules and HUD orders."

Council Member Lewis: "When was that letter dated, do you remember?"

Mr. McLean: "I don't have the date, but it was around that week of the 11th."

Attorney LaCroix: "I do have a couple more questions for Mr. McLean. I didn't tell you I was going to ask you this, so, sorry to surprise you. Are you aware whether the Housing Authority is continuing to make it's contractual payments to the City of Brooksville for a policeman that's on the site?"

Mr. McLean: "The were supposed to keep...they have...they do have a contract, which is a year-long contract, which is worth approximately \$52,000 for a Police Officer to be on-site for 40 hours a week."

Attorney LaCroix: "Are they current in their payments."

Mr. McLean: "No."

Attorney LaCroix: "Do you know when the last time the Brooksville Housing Authority paid to the City of Brooksville a payment under it's PILOT Agreement, Payment in Lieu of Taxes?"

Mr. McLean: "As far as I know that they haven't paid that payment for at least 10 years, if not more."

Attorney LaCroix: "Alright. Thank you."

Mayor Pugh: "Do we know the total?"

Attorney LaCroix: "No."

City Attorney LaCroix asked if any of the Board Members had any questions for Mr. McLean; none did.

Mayor Pugh requested a 10-minute recess. Upon reconvening, Mayor Pugh asked that all cell phones be turned completely off because they interfere with the reception of the microphones.

Witness #3 - Fire Chief Mossgrove

City Attorney LaCroix called Fire Chief Mossgrove, who was sworn.

Attorney LaCroix: "Chief, do you have with you a copy of the report that Mr. Lewis referred to?"

Chief Mossgrove: "Yes I do."

Attorney LaCroix: "Can you read that report to us."

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Chief Mossgrove: "Yes I can, I can read it in it's entirety if you like."

Attorney LaCroix: "Well, would you read the parts that give your recommendations?"

Chief Mossgrove: "Sure. I can do that. This here is a result of an inspection and it's dated to the Brooksville Housing Authority from myself, Timothy Mossgrove, Fire Chief, dated March 28, in reference to the Summit Villas inspection."

"It says: The Brooksville Fire Department received a letter from Lane Electrical March 15, 2007 regarding problems at Summit Villas Apartments at 510, 520 and 530 MLK Blvd., Brooksville. After receiving the letter, it was recorded into the inspection file and I contacted the City of Brooksville Building Department and spoke to Mr. Lou Chandler, the building official, about this matter. Mr. Chandler indicated he had issued an emergency permit for 520 MLK Blvd. for electrical repairs. In conversation I told him that I would be visiting the site next week to take a look at the problem first hand. On March 16, Wayne Electrical General Manager contacted me inquiring about the electrical problems and I told them that I would be visiting the site next week when I return from being out of town. Lane Electrical agreed to meet with me on site Thursday, March 22nd at 11:00 a.m. in the morning. On March 22, 2007 at 11:00 a.m. I met with Jim Lane, owner of Lane Electrical, at the apartment complex, where he gave me a brief summary of the ongoing problems and after a briefing we proceeded to visually inspect some of the problems which he had uncovered."

He proceeded to generalize what his recommendation was.

"The extinguishers in the apartments were not tagged properly and did not meet the minimum rating classification required by NFPA 10, which means they needed to be tagged and brought up to code. The fire petitions, the fire rated petitions, in the attic area was found to be breached and open, and I qualify that by saying that there was holes in them, looked like some had been moved around and they needed to be fixed. They're required to be taped and sealed to prevent any type of fire spread."

"Smoke detectors, they were not present in all apartments and I'll say that the apartment that I inspected did not have one in it, but I will say that it was under the opsis of being renovated so, in conversation with Lane Electrical, it was told to me that not all the apartments did. I said if that is the case, all apartments need to have a working smoke detector in them. The code requires a hard-wired smoke detector in the sleeping areas and in the room adjacent to the sleeping area. Due to the layout of most apartments within the complex, they do not have a complete wall or door which separates the sleeping

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areas from the living room and one smoke detector in each apartment, with this layout, is sufficient. So, in other words, they have a lot of times what they call a party wall, as far as the wall doesn't go all the way to the ceiling, therefore, one smoke detector is sufficient for that type of layout in that apartment."

"With the venting of appliances I found that, when inspecting the attic space of the apartment complex, it was found where the vent pipes for the stoves and the vent piping for the bathroom fans were not vented properly. Piping for the stove to be vented to the outside should be terminated. Inside the attic space, which creates a grease laden vapors to accumulate in the attic space can dramatically increase the fire hazard that happens, further, the venting of the bathroom also terminates into the attic space, which creates a buildup of lint, which could also be a fire hazard."

"At this point I would just like to clarify, by definition, the difference between what I am classifying as a fire hazard and a fire danger if I could, for the record. When I'm referring to a fire hazard, it's a problem that you would find in a building that could cause a potential fire in that building itself. A fire danger to me, and the definition that I've been taught and made to understand, a fire danger is something that is...you find that's imminent, that's going to definitely going to cause a fire, that if you don't correct it right then and there, that it is a fire danger. So that is how I understand the difference between a fire hazard and a fire danger."

"Laundry room, inspection of the laundry room does not have emergency lighting and a lighted exit light, which is required due to the fact that the room is used after dark to do laundry. Last but not least was the electrical wiring in the attic area, what I found up there in the complex was found to be some bare spots in the wiring that had been chewed by some type of animal. On my inspection I did see where there was some evidence of where there is some open spaces where some vermin animal was getting up into the attic. I couldn't tell what type of animal it was but obviously it was happening."

"Inside the apartments, while inspecting the apartments at 510 MLK I found the kitchen area, on the wall behind the sink, electrical outlets that had no GFI or ground volt receptacles. Conversation with Lane Electrical indicated that there were problems of the same nature in other apartments as well, which I did not go into, they were occupied by other residents. Lane Electrical also, making some maintenance repairs to some of the outlets had shorted out, and noted that the outlets were not grounded and were being backfed through the outlets in the appliances. Inspection of the electrical panel revealed it is not properly grounded and was

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actually backfeeding the neutral, which is extremely dangerous with electrical, you can actually get shocked by doing something like that. While inspecting the apartment, I was advised by another unnamed tenant that they'd went through an entire package of light bulbs in their apartment due to the fact that the ongoing electrical problems. And with the electrical meters, one of the apartments that were having some maintenance repairs done on it, it was shown that the electrical meter had been pulled and had extensive arcing in the lugs and the back of the meter was discolored and partially burned and melted away. That's a major sign of a significant electrical short whenever arcing occurs."

"In conclusion, on that same day on March 22nd I met with Donnie Singer, Interim Executive Director of the Brooksville Housing Authority, and it doesn't disclose it in my report but I met with him at the Fire Station and what we did, we discussed the findings and the violations found and observed from my inspection of the apartment complex. Mr. Singer indicated that he would be getting in touch with his office in Jacksonville to address the problems found and stating to put together a plan to fix the problems within the next 30 days. We were putting a plan together within the next 30 days to start to address the problems. Further, we both agreed that it would be an ongoing process to fix all the violations and the problems found. It is obvious that the complex was built in the late 60's and finished in or about 1972 and there were little to no code enforcement at that time to ensure that the building was built to the code that was in place at that time, if any, I'm unaware of it, in 1969-72 I was very young."

"Mr. Singer and I both agreed that we would keep in touch with each other and up to date on the progress and what has been found in the inspection. It is my recommendation and directive that the Brooksville Housing Authority needs to address the violations and problem at the the Summit Villa Apartments complex to ensure the safety and welfare of the tenants that live there. With this, I will be meeting with Mr. Singer in 30 days to discuss the plan to start to fix the violations and problems."

Attorney LaCroix:

"Did you ever tell Mr. Singer, or anybody else at the Authority, that you would close down the Housing Authority project?"

Chief Mossgrove:

"My conversation with Mr. Singer is that we had great discussion about that, about the tenants that were there, and, as I previously stated about the difference between the fire hazard and fire danger, is if it came to the point where the problems were not being corrected and there was no progress, in order to fix the problems that I've identified in my report, that we may have to come up with some alternative plans of maybe moving some people around and you can say for all intensive purposes that yes, removing them, shutting it down, whatever, however

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you want to classify it, is what's going to have to be done. That's a power that I have under the Florida Statutes and with the City Charter and that's a power that I don't like to exercise or enforce, I like to exhaust all other avenues before I would ever tell him to do something like that."

Attorney LaCroix: "Did you see any violation that could not wait until a plan of action was developed and bids were let to contractors?"

Chief Mossgrove: "In my opinion, no I did not on my initial inspection, and I'd like to qualify that by saying that when, as a fire inspector, and I go on site and I find something that is to be of a code violation, if I have a question about it at all, whether it be electrical, mechanical, structural, I contact what I call a subject matter expert and I confer back and forth with them and then I make my informed decision based on that. In this case here, with the electrical, I contacted Lou Chandler, out Building Official, had extensive conversation with him, who is a Master Electrician, and he indicated that he had issued that emergency order, they fixed the immediate fire danger, the fire problem, the electrical problem that was occurring there and that they were...he didn't feel that there was any other eminent danger out there. Based on that information is where I determine on my part that we would be moving forward and working together with the Brooksville Housing Authority to address these problems."

Attorney LaCroix: "So in your opinion the Housing Authority could have taken time to develop a sound plan of action, gone out to bids and then started on the work. Is that correct?"

Chief Mossgrove: "That was my understanding of what was going to transpire."

Attorney LaCroix: "I have no further questions Mr. Mayor."

Council Member Lewis: "I have a couple Mayor. Ah, Chief, would you consider the arcing you described on the back of that meter, would you consider that a fire danger or a fire hazard?"

Chief Mossgrove: "That would be to where I would probably refer to a subject matter expert, that with, from an electrical standpoint, you have ongoing, and I'll just refer back to the type of wiring that's in there, from what I understand with it, is with the aluminum wiring, that is supposed to have sometime of maintenance done to it over a period of time of having them torqued and tightened down. Ah, if it goes for a long period of time it could develop into a fire hazard. As a fire danger, you can have a fire that's caused by arcing at any time."

Council Member Lewis: "What would you consider the neutral background feeding, backfeeding that you described as, is that a fire hazard or fire danger, and what is that considered a hazard or a danger as far as any electrocution of anybody there, because I heard you

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mention the word safety and health also several times in your report there?"

- Chief Mossgrove: "Yes. What I understand, when I looked at it, it was the problems that were fire hazards that needed to be addressed."
- Carl Pilcher: "Chief, was ah, do I need to give you my name again?"
- Mayor Pugh: "Yes, please."
- Carl Pilcher: "Carl Pilcher. Chief, was that your first inspection there?"
- Chief Mossgrove: "My first, I'm sorry."
- Carl Pilcher: "Was that your first overall fire inspection there?"
- Chief Mossgrove: "Of that building, yes sir."
- Carl Pilcher: "Is it not the City's responsibility to check those buildings?"
- Chief Mossgrove: "From the fire aspect of it?"
- Carl Pilcher: "Correct."
- Chief Mossgrove: "When it comes down to that, you're talking about residential, as apposed to commercial, and, I probably need to step up here to explain. What Mr. Pilcher, I believe is asking, is was that my first inspection of that facility. It was for me. Ah, I can recall some of the records back that we had in '95, we had another fire inspector, George Illi, had another inspection of Brooksville Housing Authority and what that covered I'm not, ah, I don't have all that information with me. What I want to qualify by that is when, as a Fire Inspector, under the statute, we inspect commercial buildings. With an apartment complex, which is a residential, as when a tenant signs a lease agreement for, to rent the apartment, that gives them property rights. It's my understanding, through an educational process that I've learned, through this experience to this point, is that HUD or the Brooksville Housing Authority can schedule an inspection if they give sufficient notice of, I believe 24 hours, to the tenant. Okay. With that said, we can go in an inspect that residence, I cannot just walk up to a resident's door at 510, 20 or 30 MLK and knock on the door and say, "I want to come in and do an inspection." Thats a resident, a residential. Commercial, it is polite to call ahead to a commercial and say, "I'd like to come in and schedule an appointment to inspect your building. I have shown up just when I've had a list of inspections to do at commercial businesses and done that, but, to answer Mr. Pilcher's question, that is my first inspection that I had there at that facility."
- Mayor Pugh: "Chief Mossgrove, when a permit is typically pulled, especially for something that is electrical, would you go and inspect that at that point and time, or

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have any feedback on plans, residential or commercial?"

Chief Mossgrove: "If it is an...are you talking about an electrical permit?"

Mayor Pugh: "Electrical permit, remodeling permit, any permits that may be applied for, would that trigger some mechanism where you would have to do an inspection, plan review or anything of that nature?"

Chief Mossgrove: "Yes it would, and to explain that, when there is a permit pulled in the City, we, by our Building Dept., they issue that to the individual, if there is any remodels that go on that require to have a remodeling or as set of plans done, that comes through my office, we review them, stamp them, say, "yes, we reviewed them", and we approve them. It goes back to the contractor, or the person who is doing the work, the work is performed, when it is done, they are required to give us a call and say, "We've completed the work", the remodel, whatever the permit was issued for, and I go out and do what I call a final fire inspection on the work that was permitted. When I look at that I have a spot where I sign for final fire and I initial it. That's how it works."

Mayor Pugh: "In your professional opinion, the fact that the Housing Authority never pulled a permit for prior remodeling or electrical work, did that cause the City not to have a mechanism to catch some of these potential problems and fix them prior to getting to this stage?"

Chief Mossgrove: "It's very obvious if I didn't see it, if a permit wasn't pulled, there was no way that our office would have been ever notified that any of the work ever occurred."

Mayor Pugh: "And ultimately putting the residents at risk."

Chief Mossgrove: "It depends on what was, how it was installed, yes."

Carl Pilcher: "Chief, have you ever inspected Tanglewood or Brooks Villas?"

Chief Mossgrove: "Yes I have."

Carl Pilcher: "What did you find out there?"

Chief Mossgrove: "It's been some time back but as far as..."

Mayor Pugh: "What does this have to do with the Brooksville Housing Authority, does the Brooksville Housing Authority oversee these two complexes?"

Carl Pilcher: "He ah, hold on just a minute. I've heard, and this has been said many, many times, by you and by a number of other people, through the newspaper. You're worried about the housing stock, you're worried about the health and welfare of poor people, okay? These are government subsidized. People are living in these, you want to make a comparison with

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these..."

Mayor Pugh: "Someone's living in that apartment right there?"
(Mr. Pilcher had pictures of the condition of some of the residences.)

Carl Pilcher: "Yes sir, yes sir."

Mayor Pugh: "With the boards on it."

Carl Pilcher: "Oh no, no, no, no, this one's already burned, someone's living next door to it. And I have a number of other pictures related to that. This is taxpayer money that we're paying for, this is, what is it called, rural development? They're subsidized by the government. My question is, if everybody is so terribly concerned with everybody's welfare and health, and all these other statements that are being made, what went on with these?"

Attorney LaCroix: "Mr. Mayor, this has nothing to do with the charges that you're hearing tonight. We're not concerned with what was ever done at any other Housing Authority complex or any other residential project or residential building. We're concerned with the Housing Authority Board Members oversight of their own property."

Mayor Pugh: "Correct."

Council Member Lewis: "Mayor, I have one more question for Chief. Chief, are you aware of any previous fires in your tenure working with the City of Brooksville at 510, 520 or 530 in those buildings."

Chief Mossgrove: "Actually yes."

Council Member Lewis: "When and where do you have any recollection of approximate date of those fires and..."

Chief Mossgrove proceeded to relate one fire at 510, the first complex on the west side, in June 1997, which extended into the attic space and caused damage to the trusses. He stated he had also been to others throughout his 21-year career with the City, basically room and content fires.

Council Member Lewis: "After that one that was in 510 on the west side there, was there any follow up, I know that you wasn't Chief at that time, in 1997. Was there any follow up by the City as far as any fire inspections done after that, once that repair was done or to that unit, that building, that you know of, or you have knowledge of?"

Chief Mossgrove: "As I recall at the time there was some...our building division I believe was the County, cause of course they had to pull permits to reconstruct that I believe, and when that was done there was some building inspections done at that time. I can't recall anything else after that."

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- Mayor Pugh: "Chief Mossgrove, if unit 510 was burnt and a permit was pulled in '97, 10 years later, why is the condition of 510 in such disrepair where they had to do more electrical work?"
- Chief Mossgrove: "That I can't answer, I wouldn't know why."
- Council Member Bradburn: "Chief Mossgrove, are you aware that HUD authorized some emergency repairs for eminent dangers?"
- Chief Mossgrove: "The only one that I'm aware of is the permit that was issued on the middle building, the 520, back in around March."
- Council Member Bradburn: "You have since been in may of those buildings, are you confident that the eminent dangers are taken care of?"
- Chief Mossgrove: "I feel that the eminent danger has been taken care of at this time. I do believe that, with, the Housing Authority is moving forward with that and they are addressing the problems and even as of today I've had a meeting with Mr. McLean, touching on those various subjects."
- Council Member Bradburn: "And you've had...how far back have your conversations gone with HUD and what was your understanding of the process of dealing with eminent dangers versus fire hazards?"
- Chief Mossgrove: "My dealings with HUD go back, my first dealings that I've had with HUD was back in March when they had the inspector come down and I had the opportunity to talk with him. I will tell you, if we back up a little bit, prior, middle March 2007, on or about the 15th or 16th of March, I was doing my research when I was contacted by Lane Electrical about this in this residential apartment complex. I called the State Fire Marshall's office and talked to them at the Tampa office and I asked them how did this work, I wanted to educate myself to understand how this process worked. I had an understanding from my years of being in the fire service for the City is that they had State inspectors that came out and we went off their inspection report. At that time I was advised by the Tampa office of the State Fire Marshall's Office that that had happened in the past, however they had no control over that because the way that the Federal funds were distributed basically come down to the State, which goes down to the County, which would be Hernando County and wherever the complex was built, the City of Brooksville, that it fell on the local governments to govern it and the authority having jurisdiction covered it. That was the first I'd heard about it, in March, on or about the 16th of 2007 is when that was explained to me and when I found out that it fell on my shoulders, being the Chief for less than a year, I addressed the problem."
- Council Member Bradburn: "So you did an inspection and you met with Mr. Singer, and this is a point of clarity so please correct me if I'm misunderstanding it, and in your

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discussions with Mr. Singer you conveyed that there was sufficient time to come up with a plan, go out for bid, and it...was it your understanding from Mr. Singer, and in your conversations with Mr. Singer, that that is the proper procedure."

Chief Mossgrove: "Right. Yes Ma'am, and when I talked with Mr. Singer he said at that time there was a process that he had to follow in order to obtain the funding and he was looking at those avenues at that time. He did not share with me the whole process, he just said there is a process you have to go through. That's what I recall."

Mayor Pugh: "As you stated before, Chief Mossgrove, that you have been in contact with Mr. McLean and did you not submit a memorandum to the City Manager on July 10, as far as the status report, and went over that the items were being addressed and some other...the outstanding issues that were still out there at the time?"

Chief Mossgrove: "Yes sir."

Mayor Pugh: "Are you aware of VISTA?"

Chief Mossgrove: "Yes I am."

Mayor Pugh: "Could you tell me who that..."

Chief Mossgrove: "If you give me just a second I can look it up, I have a copy of the report here with me. I have a copy of the...I believe it is probably the same copy you have from the VISTA Systems. When I had met with Mr. McLean the first time, on or about just after he took over as Interim Director, I met with him just to meet and greet, find out what the status was, find out where we were going, plan of action. He shared with me that there was a company that came out, from VISTA SYSTEMS, and I said, "Who's VISTA Systems?", I was unaware of what it was. And he explained to me that they went out and did an inspection of the Summit View Villa Apartments, and being curious I called them. I talked to a Mr. Robert L. Toth, and he advised me that, yes he had went out and done the inspection, although the P.E., the Electrical Engineer, never actually went to the site, he had an inspector do it and he just signed the report. In the report I did notice a couple of things from VISTA Systems that really caught my eye as we moved forward. One excerpt here is that, "When the project was constructed the appliances, except for the range, were gas powered, not electrical. Since these were replaced with electrical and these electrical loads were then added to the existing system, the power company has a plan in the works to replace their pad mounted transformer in coordination with the power company is included as part of the tax." That statement right there I have major concerns with. When these buildings were built, they were not designed to put electrical ranges in. They were designed to have gas stoves in them and they're a 100 amp system at Summit Villa Apartments. When you take

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and add that extra load on there you basically overloaded the system of what it was designed for, so I had, I asked VISTA Systems, when this was done. He couldn't answer. I don't know when it was done but I'm hearing through tonight's conversation that it probably happened around 2001 some time, or 2002, I don't know when, but that's kind of the question that I had. That's what I know about VISTA Systems."

Mayor Pugh: "Okay, so ultimately, not pulling a permit caused another serious situation, in regards to life safety and..."

Chief Mossgrove: "I couldn't tell you if a permit was pulled or not, you could check records at the County, I'm not aware of it."

Mr. Pilcher: "Chief, which apartments are you referring to, that converted gas to electric?"

Chief Mossgrove: "The reports indicating the ones over on MLK, 510, 520 and 530."

Mr. Pilcher: "Just for the record, those have always been electric, there was no conversion done there, the conversion was done at Hillside Estates."

Mayor Pugh: "We know that to be fact?"

Chief Mossgrove: "I can't tell you, I based my information on the report that came from the inspector."

Mayor Pugh: "Who hired VISTA?"

Chief Mossgrove: "I understand it to be Brooksville Housing Authority."

Mayor Pugh: "Okay, so, the Engineering firm, supposedly that they hired, conflicted with what's actually there."

Chief Mossgrove: "It's my understanding and I asked VISTA System how they were contacted and they said it was...that they'd had a conversation with Lane Electrical."

Council Member Lewis: "Mayor, what day is that letter dated?"

Mayor Pugh: "May 1, 2007, from VISTA."

City Attorney LaCroix stated he had no further witnesses to present and recommended Council allow the Brooksville Housing Authority Commissioners to present any evidence and testimony they want to and to call any witnesses they have.

Mayor Pugh asked Mr. McLean about a memo, dated June 26, 2007, to Jim Lane Electric, which stated, "As per HUD orders all work at the Summit Complex must cease immediately."

Mayor Pugh: "Was that directive give to you from HUD?"

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Mr. McLean: "Yes. Gary Loftus."

Mayor Pugh: "Okay. And that was due to the fact that they didn't follow HUD procedures that was set out previously?"

Mr. McLean: "Correct, they had concerns about the contract and continuation of work being done after they told them to stop the work."

Mayor Pugh: "Okay. What concerns, to your best recollection, was in regards to the contract."

Mr. McLean: "Gary Loftus said that the emergency situation has been abated in the first phase of the electrical work and that he had advised the board several time to stop work and for the work to be properly....procurement procedures need to be followed, bid it out, and then the electrical firm to be hired to be able to fix the rest of the electrical work."

Mayor Pugh: "To your knowledge, do you know any other work, past this letter of 6/26/07, that was performed by Lane Electric, by order of the Housing Authority?"

Mr. McLean: "No."

Mayor Pugh: "No. Okay. Thank you."

City Attorney LaCroix lead the extensive questioning of Mr. Pilcher on topics which covered the condition of the Brooksville Housing Authority and his role on the Board, as well as his knowledge of incidents as far back as 2000 and the Board's handling of those issues.

Carl Pilcher Testimony

Carl Pilcher, who was sworn, proceeded to present his case. He distributed information to Council, labeled Exhibits A-N [Attachment C], and asked Council to follow him through the charges.

Carl Pilcher: "I'm going to need some clarification on these because I'm not real clear as to what some of these mean. So you're going to have to clarify some."

"Charge one, we allowed the condition of electrical system at Summit Villas, and other Authority properties to deteriorate to the extent that very expensive and extensive repairs are not necessary."

"My response. During a meeting in 2005, it was brought to the attention of the Brooksville Housing Authority Board, by Betty Trent, that an assessment of the plumbing and electrical systems at both Hillside Estates and Summit Villas was needed. These facilities are/were over 30 years old at that time. In 2006, the Housing Authority Board received an assessment regarding the plumbing systems at the two properties from Stokes Plumbing. If you'll look at that, you'll notice that the plumbing is pretty much shot in those buildings as well and you're looking at probably \$3,500,000 to repair those."

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"Also in 2006, the Housing Authority Board received a similar assessment regarding the electrical systems at the two properties from Lane Electric, with an estimated cost of \$2,100,000 and that was to update the system, once again, with the electrical. This was done...both of these assessments were done in 2006, so we knew...you know, we're dealing with properties that are well over 30 years old, we knew certainly that the time had come to do something with these problems that would certainly crop up."

Mayor Pugh: "Quick question for you, Mr. Pilcher. Did you ever seek other quotes from any other Plumbers or Electricians?"

Carl Pilcher: "At the time all we were interested in was finding out what they felt needed to be done. We would have gone out on bids, we would have done whatever was proper. These were merely assessments, estimates of what it might cost to update everything."

Mayor Pugh: "Does Lane Electric have an Electrical Engineer?"

Carl Pilcher: "Does he have an Electrical Engineer?"

Mayor Pugh: "Yes."

Carl Pilcher: "I don't know, he'd have to answer that question."

Mayor Pugh: "Okay. Proceed."

Carl Pilcher: "Prior to this time, there was no indication from the Housing & Urban Development inspections that any major problems existed with the plumbing and electrical systems, at either Hillside Estates or Summit Villas. If you'll refer to Exhibit C, this is very critical, this is called a PHAS Report, and basically what this is, is an inspection, that's done by HUD through a private contractor called REAC. If you'll look at the...and there is a number of things that come in between this, but I want to point out this last page or the page behind, this would be the inspection for the electrical hazards, emergency equipment, gas, oil, whatever you might add. This is blank, if you'll look at it. If there were any major problems that needed to be corrected, this has to be noted immediately, and it has to go...and I don't mean 2 days, or a day, or...it has to be done immediately, it's taken to the Executive Director and they have 24 hours to make those corrections. Now what this is telling me, it may not tell you the same thing, but what this is telling me, HUD found no problems. This was back in 2005."

Mayor Pugh: "So you're saying that basically, the problems occurred between 2005 and 2006."

Carl Pilcher: "No, basically what I'm saying is that I went back through all the other PHAS Reports and nobody ever found any major problems."

Mayor Pugh: "So, it's Hood's.."

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Carl Pilcher: "What I'm saying is there might be a situation there where nobody really did an inspection."

Mayor Pugh: "Okay, so basically you're stating that it was Hood's fault, or someone else's fault, for not catching it at some point."

Carl Pilcher: "They certainly didn't do their job, in my opinion, if all these things were going on. I don't think the place could have fallen apart in 2 years."

Council Member Bradburn: "You just stated that you don't think that the place could fall apart in 2 years, and Mr. Lane had made comments during his inspections this year that the problems have existed for many years. Yet you say... these documents state that Mr. Lane did an inspection, which I don't know how you can do an assessment without doing an inspection of some sort, in 2006, stating that there is significant work that needs to be done. What transpired between July 2006 and this Spring that caused so much greater damage to be done to the structures, that Mr. Lane...?"

Carl Pilcher: "You would have to consult with an Engineer or Electrician, I'm neither."

Council Member Bradburn: "Well didn't Mr. Lane explain to the Board back then that he felt that there was imminent danger?"

Carl Pilcher: "No, the assessment was done, it was passed out in a meeting and that, at that point, was as far as it went. And it was done with a number of things, not just the plumbing and electrical, it was done with gas and a few other things."

Council Member Bradburn: "So, in July 2006 Mr. Lane did not say that there was imminent danger, but in 2007 he said that there was imminent danger, did that like, raise a red flag?"

Carl Pilcher: "He may not say it's an imminent danger, but I think he does say there is some serious problems and most of those serious problems, from what I'm gathering with what I have here, is due to the fact that the place was never built right to begin with."

Council Member Bradburn: "I'm just trying to understand how Mr. Lane's opinion could seemingly change in such a short period of time."

Carl Pilcher: "Mr. Lane would have to answer that for you, I couldn't do that."

City Attorney LaCroix: "Mr. Pilcher, I think you just said that you weren't aware of the condition of the electrical system at Summit Villas until Mrs. Trent brought it to your attention in 2006. Is that right?"

Carl Pilcher: "No sir. What was brought to our attention was the fact that we needed to do some work to the major components of those buildings."

City Attorney LaCroix: "So you were aware before then of the sorry state of the electrical system. Is that right?"

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Carl Pilcher: "I was familiar by 2006, I wasn't familiar with the state..."

City Attorney LaCroix: "Did you read Dan Dewitt's November 2002 article talking about all the unlicensed electrical work that had been done at Summit Villas?"

Carl Pilcher: "Well, let me say this, and then I'd like to proceed if I could."

City Attorney LaCroix: "Well sir, the question is did you ever read that article?"

Carl Pilcher: "Ahhh, no, actually I didn't and quite frankly..."

City Attorney LaCroix: "Did you hear about it?"

Carl Pilcher: "Pardon me?"

City Attorney LaCroix: "Did you hear about it?"

Carl Pilcher: "Ahhh, I don't know how to answer that and I don't know how to answer what you're asking me..."

City Attorney LaCroix: "You're quoted in it. Well sir, I want to know..."

Carl Pilcher: "You're investigation came straight out of a newspaper."

City Attorney LaCroix: "Well sir, what I wanted to ask you is, after that news article..."

Carl Pilcher: "I can't answer for the newspaper."

City Attorney LaCroix: "Excuse me sir. After that news article came out..."

Carl Pilcher: "I can't answer to the newspaper and I'm not going to."

City Attorney LaCroix: "Well I'm not asking you to, I'm trying to ask a question."

Carl Pilcher: "You're asking me what the newspaper said."

City Attorney LaCroix: "No sir, I'm trying to ask a different question right now."

Carl Pilcher: "Go right ahead please."

City Attorney LaCroix: "After that news article came out, which you are quoted in, did you, or any other of the Board Members, as for an investigation of the electrical system at Summit Villas, which at then...a lot of the work of which had been done by unlicensed contractors."

Carl Pilcher: "I'm not aware of any unlicensed contractors that have done any..."

City Attorney LaCroix: "Question is, did you ever for any investigation into those charges?"

Carl Pilcher: "I'm not sure I follow you. I'm sorry."

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City Attorney LaCroix: "Did you ever, between 2002 and 2006, did you, or any of the other Board Members ever ask for an electrical inspection or investigation to see whether in fact there was a lot of work done at Summit Villas, without permits, by unlicensed contractors and to see what the condition of the electrical system was?"

Carl Pilcher: "Not based on these articles. No."

City Attorney LaCroix: "Based on anything did you. So you never did?"

Carl Pilcher: "No. And I didn't read the paper either."

City Attorney LaCroix: "Thank You."

Mayor Pugh: "Just for clarification again, I'm sorry, what article was that?"

City Attorney LaCroix: "Dan Dewitt's November 5, 2002, the larger one about the housing problems. The one that went through all the unlicensed contractor work that was done then."

Carl Pilcher: "I believe that Mr. Pugh, excuse me, Mayor Pugh made the statement, the last meeting I was at that this was not going to be heard based on the newspapers. That's all I've seen so far, I haven't seen too many documents other than a newspaper clipping."

Council Member Lewis: "This VISTAS SYSTEMS report dated May 1, 2007, here, that was hired by the Commissioners over there. It states in here, 'In general, there is no requirement to upgrade older dwellings until the situation becomes life threatening, (such as a electrocution or fire).'"

Carl Pilcher: "I have all that information in my presentation."

Council Member Lewis: "So its going to take a death in order to get something done, and this is a...VISTA SYSTEMS that was hired to do this and they're tell you the problems but they said that there is no requirement until you either have a fire or electrocution."

Mayor Pugh: "Was that a question for him or just a statement?"

Council Member Lewis: "I was just wondering if he was aware of that statement in that VISTA report."

Carl Pilcher: "Yes, it's part of what I was entering here."

City Attorney LaCroix: "I think what they are saying is there is no legal requirement, but if you own property or manage property, you have a managerial responsibility."

Carl Pilcher: "I'd say you have a serious moral obligation."

"Okay, I think we got to the HUD inspection. The following year, which would have been 2006, and it would be your Exhibit D, HUD exempted us from any further inspections for that particular year."

"In 2007, Lane Electric discovered life-threatening conditions during a service call. Refer to Exhibit

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E, these conditions were substantiated by the City of Brooksville Fire Chief. Refer to Exhibit F, I'm going to read this, this is Lane Electrical's inspection.

NOTE: It was actually Exhibit E.

'Upon inspection from Mr. Singer with the Engineering Firm on April 4, 2007, it was brought to my attention by Mr. Robert O. Covington P.E. that existing wiring in buildings is type TW installation 60 degrees Celsius and 140 degrees Fahrenheit which is not compatible to new breakers and panels which are now rated 75 degrees Celsius and 167 degrees Fahrenheit or the breakers that were in existing panels. This could cause a serious life safety issue for the fact that these ratings must match so a circuit breaker has the capability of tripping before the wire is over heating and melting.'

"And your Fire Chief, I think this has already been stated but I'll state it again.

'I have met with Donny Singer, the Interim Director of Brooksville Housing Authority on March 22, 2007, and discussed the findings of violations found and observed from my inspection of the apartment complex. Mr. Singer indicated that he would be getting in touch with his office, in Jacksonville, to address the problems and start to put together a plan to fix the problems withing the next 30 days.'

And we were left with the impression that he was going to be able to get what is called SHIP funds.

'Further, we both agreed that it would be an ongoing process to fix all the violations and problems found, it is obvious the complex was built in the late 60's and finished about 1972, and there were little or no Code Enforcement at that time to ensure the building was built to the code that was in place at that time, if any. It is my recommendation and directive that the Brooksville Housing Authority needs to address the violations and problems at Summit Villa complex to ensure the safety and welfare of the tenants that live there.'

That we had attempted to do. Chief Mossgrove attended a Board Meeting, I'm sorry there's no date on it, I only copied the back page of the minutes.

'The Chair asked Chief Mossgrove to report on his position on Summit Villas. Chief Mossgrove states that he does not want to shut down Summit Villas, and does not believe that anyone else involved in the project wants to see it shut down either; particularly at the expense of the elderly people living there. After stating that he is glad to see the Electrical engineer's report, Chief Mossgrove again states that he would re-visit the project in another 60 to 90

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days and would want to see it move forward again.'

The rest of that I'll be glad to read but it gets a little boring I think after that."

- Mayor Pugh: "So basically from Exhibit E, you've taken Lane Electric's word as far as, this could be a serious life safety issue for the fact that these ratings must match so the circuit breaker has the capability of tripping before the wire is overheating and melting. Now VISTA SYSTEM, you took that word over VISTA SYSTEM, which basically said that there is no requirement to upgrade older dwellings until the situation becomes life-threatening, such as electrocution or fire. So basically, you hired VISTA, and then Lane Electric brought their own Engineer and you took their word over..."
- Carl Pilcher: "No, VISTA came on the scene after Lane Electric and in a presentation to us was that these were life-threatening conditions."
- Mayor Pugh: "Okay, VISTA SYSTEM was dated May 1, 2007, the letter that you are referring to in your Exhibit E is April 6, 2007. Yea it did, you're right, sorry. Continue on."
- Carl Pilcher: "So after the VISTA SYSTEM you just went back to Lane Electric, you ignored VISTA's recommendation."
- Carl Pilcher: "I'm not there yet so I don't have the slightest idea what you're talking about."
- Carl Pilcher: "This whole situation between Chief Mossgrove and Jim Lane Electric was presented to us as a life-threatening situation. As a Board Member, I felt I had a moral obligation to see that something was done. I am not an Electrician, nor am I an Engineer, but I certainly did not want anyone's death on my hands and quite frankly, that's the way it was presented to me, that there was that possibility."
- Mayor Pugh: "Okay, you stated that you morally did not want...or you didn't want anybody to be harmed by it, but yet you failed to hire a licensed electrician for prior work."
- Carl Pilcher: "I don't have the slightest idea what you're talking about. When did we not hire a licensed Electrician? Jim Lane is a Master Electrician."
- Mayor Pugh: "I'm talking about in 2000, roughly 2002."
- Carl Pilcher: "I am not gonna...I am not gonna make comments on the newspapers okay."
- City Attorney LaCroix: "No we're just asking did you hire Mr..."
- Carl Pilcher: "I am not gonna make comments on the newspapers."
- City Attorney LaCroix: "I'm not talking about newspapers. Did you hire Mr. Darby?"

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Mayor Pugh: "Did you or did you not hire a licensed Electrician for any work that was done prior to this? Yes or no. It does not...it has nothing to do with the paper or not, it is a question I'm asking you."

Carl Pilcher: "I have no idea what you're talking about. I have no idea what you're talking about."

City Attorney LaCroix: "You know who Mr. Darby is?"

Carl Pilcher: "Patrick Darby."

City Attorney LaCroix: "Yeah."

Carl Pilcher: "Yes"

City Attorney LaCroix: "Was he hired by the Authority to do electrical work?"

Carl Pilcher: "He may very well have been."

City Attorney LaCroix: "Did he have an electrical license?"

Mayor Pugh: "Okay, but you have no idea, if he was hired?"

Carl Pilcher: "The way I understand the story between Patrick Darby and Anthony Leongone is that Patrick Darby wired the stove units, and I'm only going to exp...I'm not sure of this, wired the stove units at Hillside Estates. Anthony Leongone, who is a licensed Electrician, checked those units seven to eight at a time. That's the way I understand it."

City Attorney LaCroix: "Was any permit pulled for the work."

Carl Pilcher: "That I have no idea."

City Attorney LaCroix: "You were on the Board at the time, right?"

Carl Pilcher: "We would have not been responsible for that. Thats an Administrative function."

City Attorney LaCroix: "But you were on the Board."

Carl Pilcher: "Thats an Administrative function."

City Attorney LaCroix: "Does the Board oversee Administration?"

Carl Pilcher: "We are policy makers, we don't oversee everything the Administration does, no."

City Attorney LaCroix: "Who does the Executive Director work for?"

Carl Pilcher: "We don't look at every check they write."

City Attorney LaCroix: "Who does the Executive Director work for?"

Mayor Pugh: "You don't sign...one of your Board Members do not sign all the checks?"

Carl Pilcher: "I don't look at the checks. I don't sign checks."

Mayor Pugh: "But does one of your Board Members."

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Carl Pilcher: "Certainly."

Mayor Pugh: "Okay. So they wouldn't be aware of payments or something of that nature going out. You said you don't look at the checks, but Board Members, whoever, the Chairman or Co-Chairman, would have the authority to sign checks. Correct?"

Carl Pilcher: "Oh certainly. Sure."

Mayor Pugh: "Have you ever been the Chairman or Co-Chairman?"

Carl Pilcher: "I was a Co-Chairman for a very short time. I signed checks probably twice at the very most."

Mayor Pugh: "Okay. Continue."

Carl Pilcher: "Charge number two. In allowing this condition to develop, you have sanctioned or allowed electrical work to be done not in accordance with the City's adopted Electrical Code, by Authority employees and other persons not licensed as Electricians or Electrical Contractors.

If you'll look at Exhibit H, Pat Brayton, who was on our board at that time, wrote a letter and I'd like to read it.

'Pertaining to Item 1 of the letter of proposed removal from office sent to Mr. Carl Pilcher, I feel that it is important to point out to the Brooksville City Council that on May 19, 2003 (copy of minutes attached) the Brooksville Housing Authority Commissioners made it very clear to the Executive Director and the Project Manager that absolutely no electrical or plumbing work was to be completed except by certified personnel.

As the City Council is well aware of, it is the responsibility of the Brooksville Housing Authority Board to establish policies and procedures, not to micro manage each and every project. That is why you have a manager.'

If you'll look at these minutes on the second page.

'Discussion regarding materials and a storage trailer followed. Member Brayton also added that any work requiring plumbing or electrical work, make sure we get a certified electrician or plumber.'

This doesn't pertain to this, but *'Larry stated we only have 8 apartments left to rewire for electric stoves.'* It doesn't really pertain to this. Any questions about that?"

Mayor Pugh: "Do you feel...you made a statement just a little while ago. Do you feel it's the obligation of the Board to make sure the Manager, or in this case, the Housing Director Authority, does it's job in accordance to the policies you set?"

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Carl Pilcher: "Well of course. But we're not there everyday."

Mayor Pugh: "But do you take responsibility for their actions. Yes or no."

Carl Pilcher: "Let me ask you this question."

Mayor Pugh: "Can you answer mine first?"

Carl Pilcher: "Yea, be glad to. If it's something I'm directly involved with and know about, yes, I would certainly take responsibility for it. Now my question to you is, if someone tomorrow steals a million dollars out of City of Brooksville funds are you responsible for that?"

Mayor Pugh: "If it's a one-time occurrence, I don't know what it has to do with this."

City Attorney LaCroix: "I might remind you that when I first started working for Brooksville, shortly after that, somebody from Finance dis steal some money from the City and he was immediately removed from his position and fired. He wasn't allowed to continue to keep working for the City for a period of time afterwards."

Carl Pilcher: "I'm not real sure that has anything to do with what I asked."

Mayor Pugh: "Yea, I would. I would say that yes it is my responsibility as it was when I voted to remove the ex-City Manager, so yes, I would say it's my responsibility, ultimately."

Carl Pilcher: "Very good, very good. Mr. Niesz of HUD, who I talked with last week, told me that we were policy makers, we weren't in there to micro manage those units, we weren't in there to check the electrical. We were there to set policy, period."

Mayor Pugh: "Do you believe that once a problem has come to your attention that you should follow up on it?"

Carl Pilcher: "If its brought to my attention certainly. But not every problem that ever went through there came to my attention."

Mayor Pugh: "Well obviously the problem of hiring unlicensed personnel..."

Carl Pilcher: "I was not aware of that until it was all over with."

Mayor Pugh: "So there was no work after 2003 by unlicensed personnel, when it comes to electrical?"

Carl Pilcher: "Not that I know of."

Mayor Pugh: "Did you take any corrective action to ensure that that wouldn't happen again, as far as the Housing Director, cause obviously you can't do anything in regards to Mr. Larry Trent?"

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Carl Pilcher: "Did I do what now?"

Mayor Pugh: "Did you do any further...anything further, as far as ensuring that it wouldn't happen again."

Carl Pilcher: "I can assure you that I would probably scrutinize phone messages after all of this."

Mayor Pugh: "Okay. Move forward."

Carl Pilcher: "During my term of service on the Housing Authority I'm only aware of two contractors with whom the Authority did business, and we're talking electrical now, other than the situation with Tony Leongone. The first was A&L Electrical of Hernando County and most recently Jim Lane. My understanding is that both of these contractors are licensed Master Electricians.

Although the Housing Authority Board was not aware of this, the two properties were apparently not constructed to code originally, if the code existed at all at the time. The City's own Fire Chief, who recently inspected these properties, made the statement there was little to no Code Enforcement at that time to ensure the buildings were built to code. You can refer back to that exhibit. This was subsequently verified by the City's Building Department.

As far as employees and other persons not licensed as electricians and electrical contractors, the only issue I can speak to relates to employees. Refer to Exhibit H, I'm sorry, we've already gone over that.

Mayor Pugh: "I have a quick question."

Carl Pilcher: "Certainly, go ahead."

Mayor Pugh: "In regards to the minutes, I know you stated the Mr. Brayton had added that all work requiring plumbing and electrical work make sure we get certified electricians and plumbers. It says, 'Larry stated that we only have eight apartments left to be rewired for electrical stoves. Vice-Chairman Pilcher suggested going ahead and tying these into the renovations.' Are you talking about renovations as far as going out and getting licensed contractors at that point to finish up the eight?"

Carl Pilcher: "These were all the renovations that were going on, the cabinets, the appliances and everything. There were only eight units left."

Mayor Pugh: "So did they go out and hire a licensed contractor?"

Carl Pilcher: "(undecipherable) and Paul Tanner were handling that, I have no idea."

Mayor Pugh: "Okay you just made a direction that you used licensed contractors, but yet you didn't ensure that they went ahead on those final eight stove re-wirings?"

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Carl Pilcher: "No, that's no what I'm saying there at all. I'm not real sure I understood the question."

Mayor Pugh: "Well, in your statement you stated that you were supposed to use licensed contractors, but at the very end you made a suggestion that, go ahead and tie this into the renovations as far as rewired for electrical stoves, that's electrical work. So Larry Trent came to you and said, 'We only have eight more apartments left.'"

Carl Pilcher: "This had nothing to do with the wiring. This was a total renovation program. This was plumbing, this was tile, this was painting, this was kitchen cabinets. That statement has nothing..."

Mayor Pugh: "And rewiring for electrical stoves."

Carl Pilcher: "Yes, but that particular statement, about the eight other units, has nothing to do with the wiring."

Mayor Pugh: "Okay, Larry stated 'we only have eight apartments left to be rewired for electrical stoves.' Vice-Chairman Pilcher suggested going ahead and tying these into the renovations...that had something to do with the electrical work. Does it not? It clearly states that."

Carl Pilcher: "Okay, well which one?"

Mayor Pugh: "The minutes that you provided us, behind Mr. Brayton's letter."

Carl Pilcher: "Okay, thats...if you'll notice, after electric and plumbing, there's a period there."

Mayor Pugh: "Absolutely."

Carl Pilcher: "Larry stated we only eight apartments left, I'm sorry, you're absolutely right. You're absolutely right."

Mayor Pugh: "I'm not...I haven't always had the brain of a gnat."

Carl Pilcher: "Well I would question that since you took everything out of the newspaper."

Mayor Pugh: "I know. But that wasn't out of the newspaper and you contradicted it."

Carl Pilcher: "Most everything else is."

Mayor Pugh: "Yea. Continue."

Carl Pilcher: "I believe I stopped here but I'm not positive. In the middle of all this chaos Donny Singer, Interim Housing Authority Executive Director at that time, brought in an Engineer, Robert O. Covington, to asses the electrical systems, refer to Exhibit I, which I think Donny Singer and a number of other people have already reviewed with you. This man was not an Electrical Engineer. Assessment had to be done by an Electrical Engineer. According to Hood's rules and

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regulations, if an Architect or Engineers...and these are Hood's regulations, state, if an Architect or Engineer is disbarred or does not have certifications or licenses they can not be hired. And this further delayed our chances of resolving these electrical issues in a timely fashion. We were then presented with a company called Parker Stephens. Sorry that I couldn't copy this entire booklet, but it was a very professional packet, put together very nicely. The people...anyone is certainly welcome to look at it, these people have done a tremendous amount of government work, school work, a number of things. We hired them after reviewing this resume and they agreed to a fee of \$10,000 for assessment of both the electrical systems at Hillside Estates and Summit Villas. At the next Housing Authority Board Meeting, which was probably less than a month after, their Engineer for the company came to the meeting, he returned the Housing Authority \$10 check with an explanation that they wanted no involvement with the project due to possible liabilities and the potential for non-payment for services rendered. This related to the ongoing politics of the situation and conflicts between the City Council, the Housing Authority Board and HUD. After that part I thought everything was pretty much at a stand-still. Did anybody want to glance at this?"

Council Member Bradburn: "If I can just ask a point of clarity on that. Mr. Mayor?"

Mayor Pugh: "Yes, go ahead."

Council Member Bradburn: "You said this related to the ongoing politics, how do we not know that Parker Stephens chose not to do the work because there was no money in the bank?"

Carl Pilcher: "Well, Charlie Luckie, the Housing Authority's Attorney, was there and I think he can confirm that for you that when they returned the check they just didn't want any involvement in it, too much nonsense."

Council Member Bradburn: "Would that be Mr. Luckie who was quoted on the indictment tape...my question is, in regards to this, because we talk about authorizing work without money in the bank that Mr. Singer referred to. Do we know that Parker Stephens chose not to do the work because there wasn't money in the Housing Authority's bank?"

Carl Pilcher: "Do we know that that's the reason? I'm sure it played a part in it, certainly."

Council Member Bradburn: "Then what would that have to do with politics?"

Carl Pilcher: "Well they read the papers and they listen to what's going on and you know, this has been in every paper as far down as Miami."

Council Member Bradburn: "I guess I'm trying to piece together. If HUD came down and said okay, we need a plan, we need to go out for bids, there is no imminent danger, come up with a plan and lets go out for bids. And you cannot hire

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someone without money in the bank."

Carl Pilcher: "That's been one of my arguments all along and I think Mr. Singer can confirm that."

Council Member Lewis: "Mr. Pilcher, down underneath response here it says, 'With the approval of Paul Tanner, \$40,000 was put into the 1014 Administrative Account. For clarification, who is Paul Tanner."

Carl Pilcher: "He was hired as a HUD approved consultant and he is basically the one that oversaw the renovations."

Council Member Lewis: "Was he the one that was overseeing the 4-year renovation period."

Carl Pilcher: "Yes, he hired people, he fired people."

Council Member Lewis: "Did he hire the contractors to do the renovations for the 4 years."

Carl Pilcher: "Probably 99% of them, yes."

Council Member Lewis: "Did he have a General Contractors License?"

Carl Pilcher: "Paul Tanner?"

Council Member Lewis: "Yes."

Carl Pilcher: "I believe he does."

Council Member Lewis: "Okay, so he was the overseeing, the actual general contractor for that 4-year project that you had there for this total renovation."

Carl Pilcher: "Yes."

Mayor Pugh: "You still have to have a licensed Electrician underneath him to do any electrical work."

"I'd like to ask a question for clarification David, if I may. There was a comment that Mr. Covington wasn't able, under HUD rules, to perform the duties that he did. I'd like to ask Mr. Singer if that's true, can we do that at this point or do we need to wait until..."

City Attorney LaCroix: "No formal rules for this hearing, so."

Mayor Pugh: "Point of clarification Mr. Singer, I don't believe you were in here at the time. There was a statement that Mr. Covington, under HUD rules, was not allowed to do the assessment that he was hired to do. Is that...do you know that to be a true statement?"

Mr. Singer: "I would have to look at HUD rules, I don't know if that's true or false. Mr. Covington's firm was an engineering firm that did Electrical Engineering work, that was the reason I went out and brought them in."

Mayor Pugh: "Do you know what his engineering degree was in?"

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Mr. Singer: "I don't know what his exactly was in. He did tell me. I can't remember that at this time, but his firm was a qualified electrical engineering firm."

Mayor Pugh: "Okay, thank you."

Council Member Bradburn: "Were you still on board when Parker Stephens..."

Mr. Singer: "No."

Council Member Bradburn: "So this was after you left."

Mr. Singer: "Yes."

Mayor Pugh: "Was Mr. McLean on board at that time?"

Mr. McLean: "I was present."

Mayor Pugh: "You probably need to come forward, I'm sorry. State your name for the record."

Mr. McLean: "Ronnie McLean."

Mayor Pugh: "Were you present at the meeting when Parker Stephens was at the Housing Authority?"

Mr. McLean: "That was the same meeting where he returned back the \$10,000 check, yes I was at that meeting."

Mayor Pugh: "Okay."

Council Member Lewis: "Mayor. For clarification, Mr. Covington back here, it shows his license, after page 6 of 6, after his proposal, and it shows he was licensed as a Professional Engineer, Certified General Contractor, Certified Pool and Spa Contractor and Certified Pollutant Storage Contractor."

Mayor Pugh: "And I believe under Professional Engineers there are categories Electrical Engineers can receive their P.E.'s by taking a test, so you can't go by just P.E. They can be a Civil Engineer, an Industrial Engineer, something of that nature, they do have the same classification as Professional Engineer. So unfortunately its hard to tell from just his license number. We'd have to actually see what he had actually taken.

"During that meeting was there an altercation or any type of verbal exchange when Parker was at the meeting between Mr. Pilcher and Mr. Boston."

Mr. McLean: "I believe there was some sort of altercation there but I can't remember exactly what the exchange was."

Mayor Pugh: "Okay. And I believe that was...Mr. Luckie was there also. The only reason I ask, we did receive a letter from Mr. Rhodes, stating that there was an altercation during that meeting where Mr. Luckie had to get involved and I guess we'll ask Mr. Luckie at some point and time about that question. Thank you."

Carl Pilcher: "Is anyone interested in looking at this?"

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Mayor Pugh: "Well we have a brief copy do we not?"

Council Member Bradburn: "I have no doubt that they are a qualified Engineer."

Carl Pilcher: "Alright."

"The last charge, I'm really not real clear on this. *'You have supported the continued employment of employees who were charged with theft of Authority funds even after being advised by a HUD audit that one of these employees had borrowed HUD funds for her personal use without authorization of the Authority.'*

That's not an accurate statement, but what I guess I'm asking is what are you looking for here? I don't quite comprehend it."

Mayor Pugh: "What action did you take once you found out about the unauthorized loan?"

Carl Pilcher: "What action did I take?"

Mayor Pugh: "Yes."

Carl Pilcher: "Well, let me do this. Let me explain this first because this was not a loan and that, once again, is fabrication of our local media. This was never intended as a loan, and with the approval of Paul Tanner, \$40,000 was put into the 1014 Administrative Account to cover overtime and any other miscellaneous expenses during the 4-year capital improvement project. \$20,000 was pulled out in advance with no documentation and paid to Joe Ann Bennett. After hearing of this I, myself, called the HUD District Office and spoke with Ayiesha Crawford and requested an immediate audit. Fortunately, there was one already scheduled and they came into town within a very short period of time. This account was not in any way illegal, but to pay the funds out in advance, with no time records for overtime, was certainly questionable and against HUD regulations. I insisted that the \$20,000 be paid back with interest. It became a loan when HUD set it up with a promissory note and a repayment plan, but without interest. No other action, per HUD, was warranted, and if you'll refer to Exhibit K that will support what I've said. And there is a section in here if I can find it..."

Council Member Bradburn: "Down at the bottom of the first column, second page."

Carl Pilcher: "It actually has to do with a HUD *statement... 'Linda Allen, a HUD spokeswoman in Atlanta said nothing will be done, Allen said, until the department reviews a response to the findings that the Housing Authority completed September 13. Normally, when we do that kind of monitoring, it's a process of give and take until things are brought back into order,' she said. 'These reviews are not meant to beat anyone over the head. They're meant to make the housing authorities run better.'*

Now that..."

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Mayor Pugh: "Are you, for the record, you're stating out of Exhibit K, which is the Hernando Times paper?"

Carl Pilcher: "Yes. Yes, just like you have."

Mayor Pugh: "Okay, you gave no credence to ours so I just wanted to make sure that I give you credence to yours."

Carl Pilcher: "Quite frankly, I give no credence to most of what you say."

Mayor Pugh: "Oh I know."

City Attorney LaCroix: "Mr. Mayor, May I ask Mr. Pilcher a couple questions?"

Mayor Pugh: "Sure, go ahead."

Carl Pilcher: "Nor do I him."

City Attorney LaCroix: "Mr. Pilcher, when you became aware, from the HUD audit, that Joe Ann Bennett and Mrs. Trent had made improper payments of HUD funds to themselves, to their relatives, and then when you became aware that they'd been charged with crimes, for how long after that did you and the other board member keep them on the payroll?"

Carl Pilcher: "The only comment that I ever made was that, I believe the Honorable Mayor Pugh said the same thing, *'they're innocent until proven guilty'*."

City Attorney LaCroix: "That's in a criminal court."

Carl Pilcher: "Beyond that..."

City Attorney LaCroix: "But the question is, how long did you keep them on the payroll?"

Carl Pilcher: "That's the question you asked me, correct?"

City Attorney LaCroix: "No, I asked you how long did you keep them on the payroll?"

Carl Pilcher: "I didn't keep them on the payroll, that was a board vote."

City Attorney LaCroix: "How long did you and the other Board Members keep them on the payroll?"

Carl Pilcher: "I did not...if I'm not mistaken, I was not there at that particular meeting."

City Attorney LaCroix: "Didn't Joe Ann Bennett continue to work for the Authority until she retired?"

Carl Pilcher: "What do you..."

City Attorney LaCroix: "After those charges were made public, after your 2002 audit, didn't Joe Ann Bennett continue to...."

Carl Pilcher: "HUD saw no reason to pursue that further."

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City Attorney LaCroix: "Excuse me. Didn't Joe Ann...I'm asking what you did. Didn't Joe Ann Bennett continue to work for the Authority until she retired?"

Carl Pilcher: "After the \$20,000?"

City Attorney LaCroix: "Yes, and after the criminal charges had been filed."

Carl Pilcher: "The criminal charges have nothing to do with what I'm talking about here."

City Attorney LaCroix: "They have to do with my question."

Carl Pilcher: "There were no criminal charges on this."

City Attorney LaCroix: "Joe Ann Bennett was charged with criminal charges for misappropriating Brooksville Housing Authority money, was she not? Didn't she plead guilty to those charges?"

Well yes or no, she was charged or not."

Carl Pilcher: "No, you're confusing what I'm saying here and you're mixing it in..."

City Attorney LaCroix: "I'm trying to get you to answer my question."

Carl Pilcher: "I'm not going to answer your question until I get mine clear. Period."

City Attorney LaCroix: "Did Joe Ann Bennett get charged with theft of Housing Authority and HUD money?"

Carl Pilcher: "They both did."

City Attorney LaCroix: "Okay. Did the Housing Authority continue to employ her after she was charged?"

Carl Pilcher: "No, she had already retired."

City Attorney LaCroix: "She retired before they were charged. Okay. Did Betty Trent continue to be employed after she was charged?"

Carl Pilcher: "No."

City Attorney LaCroix: "No?"

Carl Pilcher: "She was released with pay."

City Attorney LaCroix: "By HUD. By HUD she was removed, wasn't she?"

Carl Pilcher: "That's correct."

City Attorney LaCroix: "So, Housing Authority was continuing to pay her until HUD removed her, right?"

Carl Pilcher: "As far as I know, yes."

City Attorney LaCroix: "Okay. Did not the Board Members become concerned about looking at these facts when they found out all these improper payments had been made and Joe Ann Bennett and Betty Trent had been charged with crimes

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for stealing those money? Weren't you concerned about looking into those facts yourselves?"

Carl Pilcher: "I'm not sure that I still understand your question."

City Attorney LaCroix: "Did you look into those..."

Carl Pilcher: "We didn't even know, my friend, what the indictment was until we to court."

City Attorney LaCroix: "Did you ask? Did you look for any information?"

Carl Pilcher: "Yes I asked."

City Attorney LaCroix: "Did you conduct your own investigation to determine if there were grounds for firing Betty Trent?"

Carl Pilcher: "When?"

City Attorney LaCroix? "At any time."

Carl Pilcher: "I'm sorry, but I'm totally lost with what you're asking me."

City Attorney LaCroix: "After you became aware of the 2002 HUD audit, that said all that money had been improperly paid, and you became aware of the criminal charges against Betty Trent..."

Carl Pilcher: "The criminal charges have absolutely nothing to do with what I'm trying to explain. I'm trying to explain..."

City Attorney LaCroix: "They have to do with my question Sir. Will you kindly answer my question."

Carl Pilcher: "No, because your charges..."

City Attorney LaCroix: "After those charges were made, did you and the other board members make any investigation of your own to determine if they were true."

Carl Pilcher: "Let me read your charges one more time."

City Attorney LaCroix: "Did you determine if...make any investigation..."

Carl Pilcher: "I'm not going to answer that. I'm not going to answer that."

City Attorney LaCroix: "Okay fine."

Mayor Pugh: "He's not going to answer it. I mean, obvious..."

Carl Pilcher: "Charge number 3, you have supported the continued employment of employees who were charged with theft of Authority funds, and the only..."

City Attorney LaCroix: "And every time you've been in front of this Council since then, all you've ever said is, '*she's innocent until she's proven guilty*'..."

Carl Pilcher: "That's right."

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City Attorney LaCroix: "...and you've kept her on the payroll."

Carl Pilcher: "We did not keep her on the payroll, HUD..."

City Attorney LaCroix: "HUD finally took some action."

Carl Pilcher: "Yes, they certainly did."

City Attorney LaCroix: "You didn't."

Carl Pilcher: "I guess we didn't in a timely enough fashion."

City Attorney LaCroix: "Okay, and you didn't conduct any investigation to determine if there were grounds to fire her."

Carl Pilcher: "What investigation could we have possibly conducted?"

City Attorney LaCroix: "You could look to see if the charges were true."

Carl Pilcher: "She had already been indicted."

City Attorney LaCroix: "Right, and you could investigate to see if any of those charges were true."

Carl Pilcher: "We didn't even know what the charges were. We were not privy to that."

City Attorney LaCroix: "Because you didn't investigate."

Carl Pilcher: "We were not privy to that until we showed up in court."

City Attorney LaCroix: "The evidence was sufficient enough to have her convicted beyond a reasonable doubt, and yet your board made no effort to look and see what that evidence was."

Carl Pilcher: "Well at this point she's appealing that so I'm not going to comment on it. Okay?"

City Attorney LaCroix: "Okay. I'm not asking about the criminal conviction, I'm asking about did this board take any action..."

Carl Pilcher: "There is nothing in here..."

City Attorney LaCroix: "Excuse me Sir."

Carl Pilcher: "Go right ahead."

City Attorney LaCroix: "You keep interrupting the questions."

Carl Pilcher: "Yes, I do."

City Attorney LaCroix: "Did the board take ANY action to investigate ANY of the charges to determine if there were grounds to fire her. I'm not talking about to convict her of a crime, but to fire her. Did you take ANY investigation...any investigatory action to look into any of those charges that you heard about and to look into any of the things that the HUD audit pointed out and see...'Gee, do we have grounds to fire her?.' Did you investigate at all, you and the board?"

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Carl Pilcher: "Let me see if I can be a little clearer."

City Attorney LaCroix: "It's a YES or NO question."

Carl Pilcher: "No it's not either. It's more to it than a yes or no."

City Attorney LaCroix: "Did you conduct any investigation? You or the Board?"

Carl Pilcher: "Did we conduct any investigation of what? Her criminal charges? Or this loan that..."

City Attorney LaCroix: "I think it's clear that you just don't want to answer the question. I'll withdraw."

Mayor Pugh: "Let's move on."

Carl Pilcher: "No, I want to answer all the questions."

Mayor Pugh: "Let's move on, go...finish your...cause quite frankly I want to get through this, so go ahead and finish up your..."

Carl Pilcher: "As soon as your illustrious attorney clears everything up I'll..."

Mayor Pugh: "I know, and you're outstanding too. I'm sorry, I forgot. Please continue."

Carl Pilcher: "I might not be outstanding but at least my investigation didn't come straight out of the paper."

Mayor Pugh: "Oh yeah, obviously. Exhibit K. Keep going, thank you."

Carl Pilcher: "Please read it."

Mayor Pugh: "No, go ahead. You read it, I don't need to read it. You put it in your packet."

Mr. McLean: "Betty Trent was still receiving unemployment benefits from December to June."

Mayor Pugh: "Also a quick...I want to read something from Mr. Rhodes that goes into play with the comments that, obviously, since this has been in the paper that it's political and that's why Parker Stephens left and it's dated May 26, 2007 from Alan Rhodes, Vice-Chairman. And basically it states and goes into the incident that I alleged to earlier, and it says, 'Earlier this week Mr. Boston caused BHA to lose a vital contract with an Electrical Engineering Firm. In an incident at approximately 10:30 a.m., after much discussion, Paul Boston left his chair and started in the direction of Carl Pilcher, in an unfriendly attitude.' Basically it shows that the Board's action...basically the Board's action at that meeting could have caused Parker Stephens to leave."

Carl Pilcher: "Parker Stephens wasn't even there at that meeting."

Mayor Pugh: "I thought we just heard that he turned a check in at that meeting."

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Carl Pilcher: "I'm sure that's something else that came of the newspapers."

Mayor Pugh: "I thought you just... Did he just say that?"

City Attorney LaCroix: "The record is the record."

Mayor Pugh: "You just said that he gave the check back at that meeting."

Carl Pilcher: "Yeah, he did, but..."

Mayor Pugh: "But he wasn't at the meeting."

Carl Pilcher: "Whatever you're talking about with Paul Boston...Paul Boston and I had a couple of run-ins but Parker Stephens wasn't there."

City Attorney LaCroix: "Maybe Mr. Rhodes is mis-representing it."

Mayor Pugh: "Maybe. Okay, continue."

Carl Pilcher: "There's a couple other things I think it might be important to point out to y'all Considering the fact that you're probably looking at a good \$5,000,000 or better to repair these facilities. One of the other things that we had done, that I can't find my copy of, I think you have copies of, is we had soil testing done and we had LRE Ground Service come out and tell us what it would cost to underpin these buildings, and it was, by far, cheaper to underpin them than it was to destroy them."

Council Member Bradburn: "Excuse me Mr. Pilcher, can you tell me what that means? I don't know what underpin means."

Mayor Pugh: "It stabilizes the foundation. Typically they do it in sinkhole repairs, things of that nature."

Council Member Bradburn: "Did that have any connection with the plumbing and electrical or is that just another added problem."

Carl Pilcher: "It's just another thing that we wanted to check on and clarify because three or four of the buildings have already sustained quite a bit of structural damage. And now we're seeing that a number of other ones are sinking as well. And according to...I'm sorry I can't find the other sheet...but according to the report from Bechtol Engineering & Soil Testing, the grounds shifting because of the layers of sand and clay and it shifts more as it dries up. So if you have more drought, needless to say, it's going to shift more and it's gonna...you're going to have more buildings...so, you know...a tremendous amount of work needs to be done over there. And, talk about funding at the tune of four hundred something thousand dollars. I don't ever remember seeing a fund of four hundred something thousand dollars. In fact, Brooksville Housing Authority is one of the lowest on the totem pole and I think this is in your package as well, if we request \$400,000 that generally means you're going to get about \$200,000, if you're lucky maybe \$190,000. But we were like the

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8th lowest funded in the state. Miami, a number of other major cities, \$4,000,000, \$2,000,000, \$1,000,000. Try running those properties, try keeping them up to standards on \$189,000.

Mayor Pugh: "\$189,000 per year?"

Carl Pilcher: "That was just for that year."

Mayor Pugh: "How much did you receive over, lets say, the last 7 years in capital improvement?"

Carl Pilcher: "I couldn't give you the figures for that, not total figures."

Mr. Pilcher distributed pictures of what Hillside Estates looked like when he went on the board and how it looked after total renovations. He also showed pictures of units after people move out and indicated that to be where a lot of money is spent, in cleaning up after people move out.

A 10-minute recess was taken.

Discussion continued of the expensive process of renovating after people move out.

Carl Pilcher: "I'm not going to read the rest of this. I think we all know that this is a big political fiasco. I will apologize to Mayor Pugh for past outbursts, I hope Mayor Pugh is man enough to apologize to me for some of his. And I apologize to you as well, David (LaCroix), and I'll leave it at that."

Mayor Pugh: "Well I'll apologize, I don't know what for off the top of my head. It's a little late but I'll apologize."

Carl Pilcher: "Well my friend, everything that's been in the paper lately has been...not too cool, so."

Mayor Pugh: "Oh, okay, you're talking about the charges. Okay. Thank you.

Just for the record, I don't think I ever had any personal attacks on Mr. Pilcher, his capabilities, or anything of that nature."

Carl Pilcher: "Well you certainly had nothing nice to say."

City Attorney LaCroix: "I apologize for asking questions too complex for him to understand."

Mr. Pilcher called Mark Rials, who was sworn and again reiterated what he had previously stated, that he and Mr. Pilcher had tried unsuccessfully to remove Mrs. Trent and her son, stating that a formal motion to remove them was never made because of feedback during normal discussions at board meetings. He indicated some board members may have received favors from Executive Director Trent, which he felt may have 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.

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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, as well as work performed in the past. 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 there has to be two signatures.

City Attorney LaCroix: "Mrs. Mobley were you aware that the 2002 audit was very critical of the Brooksville Housing Authority for payments that had been made and checks that had been written for work that hadn't been done? Paying people in advance, advancing salaries...are you aware that those were some of the major concerns of HUD?"

Mrs. Mobley: "No, I wasn't."

City Attorney LaCroix: "Did you receive any training on HUD policies after that 2002 audit as HUD demanded be done of Board Members?"

Mrs. Mobley: "Did I receive any?"

City Attorney LaCroix: "Yes."

Mrs. Mobley: "No, that was one of the issues that Paul Boston came into with us over there."

City Attorney LaCroix: "So even though the HUD audit said Board Members need to be trained in applying these policies and learning what their role and their function is, and even though the Housing Authority responded to that audit several times, you never got that training?"

Mrs. Mobley: "No Sir."

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City Attorney LaCroix: "Who would have been responsible for scheduling you to get that training?"

Mrs. Mobley: "Well it would have to come from our City Council."

City Attorney LaCroix: "No, we don't train you on HUD rules and regulation."

Mrs. Mobley: "No no no, I'm not saying you train us. But you make sure we get the training. Cause you are higher than we are."

City Attorney LaCroix: "No Ma'am, you're on the board that directs your Executive Director to do what you tell him to do. Did you ever tell your Executive Director, I need this training, HUD demands that we have this training, give it to me."

Mrs. Mobley: "No, I couldn't do that at that time. I wasn't Chairman."

City Attorney LaCroix: "You were a Board Member weren't you?"

Mrs. Mobley: "I was a Board Member but you can only do something as a member and you have to have a quorum."

City Attorney LaCroix: "So while you were on the Board, the Board never scheduled, or never asked Executive Director to schedule the training that HUD said you needed on the policies about making proper payments of HUD monies. Is that correct?"

Mrs. Mobley: "I'm not going to state that that didn't happen, I'm going to say I wasn't there at the time it may have happened."

City Attorney LaCroix: "But you never got that training?"

Mrs. Mobley: "No I never did."

City Attorney LaCroix: "And you signed some checks just recently for work that had not yet been done, right?"

Mrs. Mobley: "That's because I went to the bank to get my name put on there because those people could not be paid if that person wasn't in town."

City Attorney LaCroix: "Okay, those were checks for work that hadn't been done yet weren't they?"

Mrs. Mobley: "Because she was leaving town sir."

City Attorney LaCroix: "Okay, and didn't those checks include payment for overtime that hadn't even been worked or scheduled?"

Mrs. Mobley: "I don't know cause I don't go into the office to go through the files cause that's not my job."

City Attorney LaCroix: "Okay, when you're asked to sign check do you ask what they're for?"

Mrs. Mobley: "I'll ask what they're for or who is it for or something like that but I can't in that books in that office."

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City Attorney LaCroix: "These were payroll checks that were dated ahead, were they not?"

Mrs. Mobley: "Yes it was payroll."

City Attorney LaCroix: "Okay, did you ask is for work that's been performed already?"

Mrs. Mobley: "No I didn't have to ask, they told me."

City Attorney LaCroix: "Okay, did you ask if there was any overtime work in those checks."

Mrs. Mobley: "No I didn't cause she said, '*This is for payroll.*' You don't do payroll and then get overtime for it. You just get payroll."

Council Member Bradburn: "Mrs. Mobley, knowing that Mrs. Trent and Ms. Bennett had been indicted, and then later convicted on fraud and financial mishandlings, when you were asked to sign a check, would it have risen to the occasion of greater scrutiny, given the fact that there were financial mishandlings that were being prosecuted."

Mrs. Mobley: "Come back with it again cause I think I misunderstood you."

Council Member Bradburn: "If...we know that Mrs. Trent, Ms. Bennett, were mishandling money. We know that Billye was then handling the money, we know that there were audits that pointed out the financial mishandlings. With all this going on, with all the scrutiny in the newspaper and the public arena, did you think twice about signing the checks? Did you think twice about questioning what the money was for?"

Mrs. Mobley: "I didn't have to. She explained to me that she was going on vacation and these were payroll checks and I was signing them."

Council Member Bradburn: "So you just thought you were signing payroll checks and nothing else."

Mrs. Mobley: "Yes."

City Attorney LaCroix: "Mrs. Mobley, do you have any witnesses you want to present?"

Mayor Pugh: "Mr. Lewis has a question also."

Council Member Lewis: "Do you have any direct control over any of the Authority employees that work for...the employees for the Brooksville Housing Authority? Do you have any authority over them as far as directing what work they do on a daily basis?"

Mrs. Mobley: "No I don't cause the Board is a group, not a person."

Council Member Lewis: "Okay. So you would...one of the charges said that you have sanctioned or allowed electrical work to be done not in accordance with the City's adopted electrical code by Authority employees and other persons not licensed as electricians or electrical

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contractors. Have you ever personally done this? Authorized anybody to do any electrical work?"

City Attorney LaCroix: "I think you're reading from Mr. Pilcher's letter."

Council Member Lewis: "No I'm reading from Mrs. Mobley's on charge two on page two at the top."

City Attorney LaCroix: "Oh I'm sorry, my mistake."

Council Member Lewis: "So, have you ever allowed anybody that's an Authority employee, or any other persons not licensed electricians or electrical contractor, you personally, to do any work at Summit Villas, at Hillside Villas, have you authorized them or allowed them to do any work?"

Mrs. Mobley: "Anybody that's got my authorization to do anything has already been put on staff by the board, not me personally."

Council Member Lewis: "Okay, that's all I have Mayor."

Mayor Pugh: "Any other questions?"

"Do you have any other witnesses you'd like to call or any other information?"

Mrs. Mobley: "No, I think Mr. Pilcher did a pretty good job of presenting our case tonight, and we're not just a person, we're a group.

But I do have a question for the Council Members. I would like to know, how many of you have ever lived in a low-income housing, and how many of you have visited them?"

Council Member Bradburn: "I've never lived there, but I've visited often."

Council Member Lewis: "I've visited but I've never lived there."

Mayor Pugh: "I've never lived there. But I have lived in conditions where it was a choice of eating or electricity. As a single mother (my mother), trying to raise me, so, that could be considered just as much as..."

"Mr. Bernardini, would you like to answer that?"

Council Member Bernardini: "I've never lived there, but I work in there all the time. Constantly in there, and I'm not a maintenance man, but I could see that things weren't going right, and I've known that for years."

Mayor Pugh: "Do you have a Capital Outlay Plan?"

Mrs. Mobley: "Do we have a what?"

Mayor Pugh: "Capital Outlay Plan."

Mrs. Mobley: "Well, when we have our meetings, we always consider for the next meeting what we're going to be talking about."

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Mayor Pugh: "Okay. Do they...I know with the City, and this is just off experience with the City, when we have...lets say...the generators come before us, they'll actually come before the Council for approval due to the purchase and the price. Do you have any mechanism of that nature, to come before the board and give approval before moving on, at that time realizing whether or not it's a licensed contractor?"

Mrs. Mobley: "We was working with our Office Manager and Director on our plans and we always have it come up to the next meeting, and most of the time they were at out meetings. So, we always had a choice of one or two peoples advice-wise, as to how would go buy it."

Council Member Bradburn: "Mrs. Mobley, I know that you were a former resident of the Housing Authority, were you not?"

Mrs. Mobley: "Yes."

Council Member Bradburn: "And...you know, I know it's...in just conversations from you in the past that it's been your desire to just step up and give back to the community and to help out those that reside there now. I have absolutely no doubt about that, at all. But, as you've testified today, it's become, you know, even more clear to me that perhaps you relied on staff to provide you with certain information and did not take the authoritative role that perhaps we're looking for."

Mrs. Mobley: "Yes. I'd also like to state that, you know, from my experience, our Housing Authority in Hernando County has come a long way. I can greatly say that because my parents lived in the Housing, because of a burnt down home. And my step father was standing out on the highway and said 'Ooh, somebody's house is on fire.' Not knowing it was his own, and that's when he had to get put up in the Housing. The same Housing Authority I'm talking about now, Brooksville Housing. And it has come a long way and that's been over 30 years ago. So, I can only say, we've made an improvement. And Summit Villas over there, our Housing Authority purchased that to put our low-income elderly into, because of the children in our Brooksville site was so great in number that they were getting on our older peoples nerves. So we put them over there to house them. That's how we come into the Summit Villas."

Mayor Pugh: "So Summit is age restricted?"

Mrs. Mobley: "It's a disability type age."

Mayor Pugh: "Okay. Any other questions or comments? Do you have any witnesses Mrs. Mobley?"

Mrs. Mobley: "Nope, I don't think I need anymore, other than our...Mr. Cartwright right here, about our crime. I'd like for him to get up and tell about how far the crime has come and gone."

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City Attorney LaCroix: "Mrs. Mobley, that really doesn't have anything to do with the charges here."

Mrs. Mobley: "No, no, no, no, I'm talking about the improvement in the area."

City Attorney LaCroix: "Right. That doesn't have anything to do with the charges here either."

Mrs. Mobley: "No it's not a charge, I just want him to state."

City Attorney LaCroix: "Yes, but this is a hearing on these charges."

Mrs. Mobley: "He could tell you about both sides because I've been on both ways as far as crime and of the housing itself. That is part of it moving up, crime-wise."

Mayor Pugh: "Any further questions?"

There was none.

Donnamarie Lopez Testimony

Donnamarie Lopez was sworn and her charge read.

City Attorney LaCroix: "Ms. Lopez, the only charge made against you was that you, long with other Housing Authority Members, voted to authorize additional expensive repairs after the HUD Engineer, your own retained engineer, your Interim Executive Director and the Brooksville Building Official told you that they were not emergency repairs and by doing so you jeopardized your HUD funding. That's the only charge against you."

Donnamarie Lopez: "Thats correct. I understand that. Noted as my letter, from the Mayor, Mayor Pugh, it states on here, on April 24th that I had authorized extensive repairs. Looking at my minutes on April 24th, no where does it state my name at all in the minutes."

Mayor Pugh: "I believe it was that you were present..."

Donnamarie Lopez: "That I was just present."

Mayor Pugh: "...wait a minute, and the motion passed unanimously. Which means you did not vote against it."

Donnamarie Lopez: "I didn't say anything."

Mayor Pugh: "It doesn't matter if said anything."

Donnamarie Lopez: "I understand that Sir."
Mayor Pugh: "It's you voted."

Donnamarie Lopez: "I understand that Sir."

City Attorney LaCroix: "On a motion, silence is taken as an affirmative vote."

Donnamarie Lopez: "I understand that, I learned that the hard way."

City Attorney LaCroix: "Okay."

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Donnamarie Lopez: "Just to let you know, that when I applied to be on the Brooksville Housing Authority's Board of Commissioners, in October of 2005, it was not to make a name for myself or to gain publicity in the media. It was because of me being a responsible, hard-working, work-ethic impeccable, my experience and education in property management, but most of all going way beyond the call of duty where my residents are concerned and putting them first before myself or my family.

When I received a letter that I was scheduled for a hearing to be removed as a Brooksville Housing Authority Board of Commissioner I was very appalled as well as degraded and humiliated. I could just not believe the alleged charge against me. I would never let a resident or resident live anywhere that would be considered life-threatening.

I took it upon myself to clean up the apartment community where I manage here in the City limits for the residents so they had a peaceful, safe and clean place to live because they deserved it and it was owed to them. I wanted them to feel safe, no matter what time of the day it was, as well as provide them a non-life-threatening apartment to live in.

One in a while you need to take your horse blinders off and look around your surroundings and actually see what's going on in the world. Go down to where we live and see how the other side lives, not just up here towards City Hall. Take a look, really take a look. Clear your mind and take a look and see how they live. That's what you all need to do. Really see it, through a stethoscope if you have to and see how these people live. Not for what we do, people do what they do because they don't earn respect, because they don't give respect. When you have people in authority, who don't treat people with respect, they feel they don't have to treat where they live with respect. You understand what I'm saying? You have to earn respect to give respect, and by you accusing me, or allegedly accusing me of my charges, is uncalled for. I did not authorize this..."

Mayor Pugh: "Did you vote?"

Donnamarie Lopez: "because I myself Sir have background HUD experience."

Mayor Pugh: "Okay, did you vote, did you say nay?"

Donnamarie Lopez: "Yes I did."

Mayor Pugh: "You said nay?"

Donnamarie Lopez: "Yes I did Sir."

Mayor Pugh: "So the minutes are incorrect."

Donnamarie Lopez: "That's correct. My minutes have always been incorrect. Always have been incorrect. I myself had told them over and over again, 'You need to go by HUD regulations.'"

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Mayor Pugh: "Well I guess the charge...the charge is the 200...or the April 24, 2007, meeting and, whether or not you voted for it, and you're saying that..."

Donnamarie Lopez: "I did not vote for it Sir."

Mayor Pugh: "But earlier you just said that you didn't say anything."

Donnamarie Lopez: "During my minutes, during my meeting I asked..."

Mayor Pugh: "Did you just...wait a minute, let me ask you. Did you just say that you did not say anything?"

Donnamarie Lopez: "Yes, but I also voted down though, we cannot pull forward when we don't have the funding, we have to go by HUD regulations. I have many certificates. Not because of..."

Mayor Pugh: "I understand that, but unfortunately you're being judged on this actions."

Donnamarie Lopez: "Correct, which is very uncalled for."

Mayor Pugh: "Well, and this is just one thing I had thought also. I want to ask Mr. Lane a question in regards to this April 24th meeting. If you'd like to come forward real quick please."

"Do you currently have a lien on this property, and if so, how much?"

Mr. Lane: "Yes sir, we had a lien, I believe it's \$224 thousand...some hundred dollars."

Mayor Pugh: "Okay. Thank you."

City Attorney LaCroix: "Let me add that they've filed a lien, but you can not get a lien on public property."

Mayor Pugh: "Well, it's not owned by the public, it's actually owned by...now this is a discussion I had with HUD and they don't think it would stick but, you know what, you never know with attorneys, so."

Mr. Lane: "Our attorney does."

Mayor Pugh: "So, I know...that's probably why you hired them."

Mr. Lane: "Yes Sir."

Mayor Pugh: "But that's all I wanted to check, that there is a lien on the property due to work being done and not being paid for it."

City Attorney LaCroix: "Ms. Lopez, do your minutes, after they're prepared, come back to the Board for approval?"

Donnamarie Lopez: "Some times they do Sir, sometimes they don't."

City Attorney LaCroix: "Did you ever ask that the minutes of the April 24th meeting be corrected in any way?"

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Donnamarie Lopez: "Yes we do."

City Attorney LaCroix: "Did YOU ever ask that the minutes be corrected?"

Donnamarie Lopez: "Yes Sir, yes Sir."

City Attorney LaCroix: "What did you ask be corrected on them."

Donnamarie Lopez: "The way it was stated, the way I state my stuff."

City Attorney LaCroix: "What specifically did you ask be corrected on the April 24th minutes?"

Donnamarie Lopez: "That I was against what they were doing."

City Attorney LaCroix: "Oh so...when did you do that?"

Donnamarie Lopez: "I've always done it at my meetings."

City Attorney LaCroix: "When did you ask that specific minutes be corrected?"

Donnamarie Lopez: "This one here?"

City Attorney LaCroix: "Yes, the April 24th minutes."

Donnamarie Lopez: "We did not get our minutes after this meeting Sir. We never got minutes after this particular meeting."

City Attorney LaCroix: "Okay. Did you ask for them?"

Donnamarie Lopez: "Yes, and they were never written up."

Mayor Pugh: "Well it was signed by..."

City Attorney LaCroix: "Somebody wrote them up."

Mayor Pugh: "...Mrs. Mobley...Billye Fetrow."

City Attorney LaCroix: "I've got copies of them right here."

Donnamarie Lopez: "Of which meeting Sir."

Mayor Pugh: "The April 24, 2007."

Donnamarie Lopez: "I'm talking about after this meeting, Sir. You asked me a question. Am I correct?"

City Attorney LaCroix: "I asked you did you ever ask that these minutes be corrected?"

Donnamarie Lopez: "Yes, and we never got a revised set."

City Attorney LaCroix: "Okay, who did you ask."

Donnamarie Lopez: "I told that to our appointed Project Manager."

City Attorney LaCroix: "Was that during a Board Meeting?"

Donnamarie Lopez: "Yes Sir it was."

City Attorney LaCroix: "Okay, did the Board move to correct the minutes?"

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

Donnamarie Lopez: "She made a notation on her notebook."

City Attorney LaCroix: "Did the Board move to correct the minutes?"

Donnamarie Lopez: "Yes."

City Attorney LaCroix: "And who made that notation?"

Donnamarie Lopez: "I don't have my book in front of me, and I keep very good notes. Ask where our tapes are at."

City Attorney LaCroix: "May I ask Mr. Singer who was at that meeting?"

Mayor Pugh: "Yes."

City Attorney LaCroix: "Mr. Singer do you mind coming forward? You were at that April 24th meeting were you not?"

Mr. Singer: "I believe so, yes."

City Attorney LaCroix: "Are the minutes incorrect when it says the Board approved that motion to direct Mr. Lane to continue with the work unanimously?"

Mr. Singer: "Yes that's correct."

City Attorney LaCroix: "That was correct? Did you hear Ms. Lopez say no?"

Mr. Singer: "No I did not."

City Attorney LaCroix: "Okay, thank you."

Donnamarie Lopez: "Mr. Singer, please. How many times have I told the Board that what they were doing was incorrect?"

Mayor Pugh: "But that doesn't have anything to do with the charges."

Donnamarie Lopez: "Yes it does Sir."

Mayor Pugh: "No, the charges is that you voted, on April 24, 2007..."

Donnamarie Lopez: "Sir, not to be rude, it does."

Mayor Pugh: "Maybe I wrong...Mr. LaCroix, does it have anything to do with the charges."

City Attorney LaCroix: "I don't know, wait until we see what the answer is."

Donnamarie Lopez: "It does, it does."

Mr. Singer: "Mr. Singer, during this whole deal, when we were instructed, am I correct? Not to proceed further, because we had to do certain steps required by HUD, what did I tell the Board numbers of times?"

Mr. Singer: "You had said a number of times that the Board should be following HUD policies."

Donnamarie Lopez: "Was it ever stated on any of our meetings?"

Mr. Singer: "Not that I've seen in the minutes."

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

Mayor Pugh: "Mr. Singer, what she award that HUD, prior to this vote, that HUD was not in favor of what was happening, or that there was a procedure that needed to take place, prior to moving on with the electrical work?"

Mr. Singer: "Yes, there was a meeting prior to this...I want to say it was around April 12th or 13th, somewhere in that neighborhood. I began about 1:30 in the afternoon that I did go over all the guidelines on what HUD requirements were to go forward with this project, that the work was to end at that...that I had sent a letter to Mr. Lane to stop his work, that the Board would need to go out, I believe at that time there was an emergency meeting called by the municipal (inaudible). A tape recorder was there, whether it was working or whether they lost the tape or what, somebody said it's been lost, they can't find the minutes of it. But at that meeting I did lay it out to the Board Members who were present at that time what the HUD requirements were and the steps to be taken."

Mayor Pugh: "And that was prior to the April 24th meeting."

Mr. Singer: "Yes, this was meeting possibly the 12th or 13th that began at about 1:30. It a meeting that, by happen chance, I walked in on. I was not informed about the meeting prior to it."

Mayor Pugh: "Okay, thank you. Any further comments or witnesses you'd like to call?"

Donnamarie Lopez: "No. It's just that, you know, it's just really bad what you guys are doing to me, as a whole, not just one, but as a whole. I don't think you really took into consideration my position I have right now, as a Property Manager. The publicity and the media and the negativity that it's causing, not just to me but to my residents where I manage and live on site at."

Mayor Pugh: "I think it's important to note that we didn't ask you to vote this way also."

Donnamarie Lopez: "No Sir you didn't, but like I stated, I always put my residents first, regardless of the situation."

Council Member Bradburn: "Ms. Lopez, I just want to clarify what you said earlier, that you learned the hard way. That your silence was taken as a affirmative vote..."

Donnamarie Lopez: "Correct."

Council Member Bradburn: "...to approve the contract, and you learned the hard way."

Donnamarie Lopez: "But there was no contract that I was aware of Ma'am either."

Council Member Bradburn: "That the contract was presented and approved and that the work was being done."

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

Donnamarie Lopez: "What contract? That's what I'm trying to explain to you, there was no contract ever brought to the Board. The one that Mr..."

City Attorney LaCroix: "Actually the contract was not signed by any of the Board Members until in May, but the issue is, Mr. Lane had proposed all this work be done, said it was life-threatening in his opinion. In spite of all the other opinions the Board got, the motion was made to authorize Mr. Lane to go ahead with the work, jeopardizing the HUD funding."

Council Member Bradburn: "Yes."

City Attorney LaCroix: "And the vote was unanimous, according to the minutes."

Council Member Bradburn: "And that's just what I want to clarify, your statement on the record, that your silence was taken as an affirmative on that, that you did learn the hard way. We understand that you understand Hood's rules now and that you understand..."

Donnamarie Lopez: "No Ma'am, I've always understood Hood's rules."

Mayor Pugh: "Do we have the minutes?"

Donnamarie Lopez: "I've been a HUD Manager before, I've been a Rural Development Manager before."

Mayor Pugh: "Do we have the minutes of the meeting where the contract was approved?"

City Attorney LaCroix: "I don't even know that it was."

Donnamarie Lopez: "There has never been one Sir."

Council Member Bradburn: "Well my question to you then is..."

Donnamarie Lopez: "Just one moment please, if you don't mind. This is the April 24th meeting minutes, okay. We did not know about the contract. This contract was dated a day later."

Council Member Bradburn: "The work was discussed, it was affirmed."

Donnamarie Lopez: "This is a contract with Mr. Lane, a day later. A day later."

Mayor Pugh: "Okay, cause it...it says right here, it says, 'Mr. Lane requests this directive be put in writing and signed by the Chair and Vice-Chair. The Board approved unanimously.' Is that signed? Is that contract signed?"

City Attorney LaCroix: "Actually, what Ms. Lopez is saying, is the Board had previously authorized Mr. Lane to do work at the project, without any contract. On April 24th they're authorizing him to go ahead and do additional work, without any contract."

Mayor Pugh: "But they did state, 'Put it in writing.' Which I think is that document that she..."

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

City Attorney LaCroix: "Yeah, it's the letter attached to the minutes."

Mayor Pugh: "Okay."

City Attorney LaCroix: "The letter to Mr. Lane says go ahead and do the rest of the work. That's what the motion was, to go ahead and tell him to finish the work."

Mayor Pugh: "The 4/25 letter."

City Attorney LaCroix: "Yes."

Mayor Pugh: "Okay."

City Attorney LaCroix: "But no contract was signed by any of the Board Members until May 25th, I think."

Donnamarie Lopez: "What contract are you referring to that I signed?"

Mayor Pugh: "We didn't say you signed."

City Attorney LaCroix: "I didn't say you, I said any of the Board Members. It was signed by somebody on behalf of the Board on May 25th."

Mayor Pugh: "The contract in your hand, when was it signed."

Council Member Bradburn: "Based on the action of the 24th."

Donnamarie Lopez: "This is the day after the April 24th meeting."

Mayor Pugh: "Where...let me see. Can I see your document real quick please?"

"The date...initial terms...general provisions."

Donnamarie Lopez: "It even says in there how we had the funding available to pay the poor man...and how is that possible?"

Mayor Pugh: "I don't know, I can't recognize the...oh, its Alan Rhodes and Gertrude Mobley."

City Attorney LaCroix: "Whats the date on it signed by?"

Mayor Pugh: "May 29, 2007."

City Attorney LaCroix: "May 29, 2007, it was signed by the Board Members."

Donnamarie Lopez: "It was drawn up on April 25th Sir."

City Attorney LaCroix: "Well it has a date written in the first part of it but it wasn't signed by the Board Members until May 29th."

Mayor Pugh: "Correct"

Council Member Lewis: "Who drew the contract up?"

Donnamarie Lopez: "I have no idea Sir. This is the first time I ever even seen it nor hearing about the contract. And I'm a Board Member."

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

Mayor Pugh: "Mr...I'd like to call Mr. McLean, just for a quick question."

"Mr. McLean, did the Board have any knowledge of the contract that's being presented tonight?"

Mr. McLean: "This contract was presented to every Board Member, along with paperwork with Lane Electric. Also, Lane Electric, on several occasions, came to board meetings and gave this very same contract in a packet to each and every Board Member."

Mayor Pugh: "Thank you. Mr. Lane?"

Donnamarie Lopez: "Excuse me for one second please."

Mayor Pugh: "Wait a minute, you'll have your chance, just one second. Mr. Lane, have you presented that document to the Board Members personally, during any board meetings?"

Mr. Lane: "Yes Sir, it was along with a packet with pictures, first board meeting...second board meeting, excuse me, with 300 something pictures, I'm the only one that believes there was anything wrong. And this contract was put in a packet and to help Donnamarie here try to clarify this if I may, a little of it. She is correct when she said she voted no. This meeting that took place, she requested a meeting, the minutes of this meeting, that followed, with the corrections. I was there. We were talking about the second phase of building 520. We had completed the first phase, that's why I'm always joking about Mr. Singer saying we spent...they spent \$100,000, I haven't gotten it. I don't know how you spent it. But we were on to complete the second phase of this building, we had gotten six, seven, eight units completed. The building official wanted all these buildings brought up to code, so we came in, when Mr. Boston made the motion Sir, we gave them a cost price to do this...finish this building plus building 530, working 530. The first time it was brought up Donnamarie voted no, the second phase of this was again, she repeated, you've got to do HUD procedures. Right or wrong?"

Donnamarie Lopez: "Yes Sir."

Mr. Lane: "I'm not going to lie, she said that. Mr. Singer was not aware of the meeting and he was the Secretary, so I don't even know it it's a meeting."

Mayor Pugh: "Well he's aware of this meeting that he said she voted yes, to continue."

Mr. Lane: "He came...he came to it Sir, yes, he was not called."

City Attorney LaCroix: "He testified it was a special meeting he wasn't notified of."

Mr. Lane: "Yes Sir, and he's the Secretary, so was it a legitimate meeting?"

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

City Attorney LaCroix: "Yea, it was called by the Board Meeting as a Special Meeting without notifying him."

Mr. Lane: "Well don't you have to have the Executive Director and Secretary? I'm just asking a question."

City Attorney LaCroix: "We're not going to argue. We're not going to get off into every little thing. Come on."

Donnamarie Lopez: "Let me say, for the record please, and...I'd like for Mr. Singer please to verify this with me. There have been numerous of times where..."

Mayor Pugh: "You have to ask him a question."

Donnamarie Lopez: "No no, I'd like to verify this, so I'd like to verify this with Mr. Singer. There have been numerous of times in the past that we depend, which is actually...we don't depend, it is the responsibility of the Project Manager, Assistant Manager or the Executive Director to contact the Board Members when we have meetings. Okay. Mr. Singer...I had asked to have him in place of us because of his experience with us, to help us with our predicament that we were in at the time, with HUD. HUD stopped all our funding because of the arrest that had occurred. Were you aware of that? Which I probably doubt it."

Mayor Pugh: "I...yea but...here's the problem."

Donnamarie Lopez: "Okay, what I'm trying to say to you that, I had to call him personally, as a courteous, not as a Board Member, but because I work with him one-on-one myself with Section 8 participants and clients on my property. And I would let him know that there was going to be a meeting held, today, at this time, and he was unaware of them."

Mayor Pugh: "Well I can understand that, I don't disagree that, that there's communication problems."

Donnamarie Lopez: "It's not appropriate, I understand that sir."

Mayor Pugh: "The charge is whether or not you voted to have Mr..."

Donnamarie Lopez: "I didn't, I've been totally against it."

Mayor Pugh: "Okay. Alright, that's all the questions I have. Anybody else have any questions?"

Donnamarie Lopez: "Because I have...I know how we have to go by HUD regulations."

Mayor Pugh: "Okay."

Donnamarie Lopez: "Oh yea, we have live by HUD all the time, we have to go by HUD all the time. Yes Sir we do, that's who gives us our money."

Council Member Bernardini: "Did she state that at the following meeting...or Mr. Lane stated that at the following meeting she asked for those minutes to be corrected?"

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

"Did you say that at the following meeting?"

Mr. Lane: "Yes."

Council Member Bernardini: "So this should be in the minutes of the following meeting that she asked that those meetings...that those minutes be corrected that state that you voted in opposition."

Mayor Pugh: "Yea, but we have a witness, who was there, that says 'Yes, she voted for it', so, that's like going back..."

Council Member Bernardini: "Well if you realize you've voted...I mean...if she can go back."

City Attorney LaCroix: "You can't change your vote."

Mayor Pugh: "You can't change your vote."

Council Member Bernardini: "Well."

Council Member Lewis; "Clarification Mayor."

Mayor Pugh: "Yes."

Council Member Lewis: "This April 24th...we heard Mr. Lane state...the vote that was taken on April 24th, was this for Phase 1, was this for the first eight units that was done emergency work. From the testimony I heard, it was for the continuation of the rest of building of 520, West Summit...or Dr. Martin Luther King, and the completion of 530 also, the other building. Am I correct?"

Mr. Lane: "You're 100% correct Sir, that's what the meeting was called for, and again, it was a last minute...we had been fired so many time from this job it's hard to remember, it was five, six times. But we were called in and I think we were dismissed again, I'd have to ask Mr. Singer. Here he is. I don't know for sure. And that's why the emergency meeting was called, and again, like I say, I don't...I didn't...wasn't aware of whether Mr. Singer was called or not, as the Executive Director and Secretary. So we were in a meeting and Mr. Boston was trying to work out, with us, to complete the project and do financial planning. We tried for weeks and weeks and weeks to have a meeting to do the financial planning."

Mayor Pugh: "So it had nothing to do with the emergency situation."

Mr. Lane: "No Sir, absolutely not, we already were in to that project for over \$100,000."

Mayor Pugh: "Okay. So this was additional work."

Mr. Lane: "This was additional."

Council Member Lewis: "The package you presented was for the additional Phase II, the rest of 520 building and 530."

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

Mr. Lane: "Yes, 100% correct Sir. Yes."

Mayor Pugh: "Thank you."

City Attorney LaCroix: "Mr. Mayor."

Mayor Pugh: "Yes Sir."

City Attorney LaCroix: "Ms. Lopez."

Donnamarie Lopez: "Yes Sir."

City Attorney LaCroix: "What was the date of the meeting when you asked that these minutes be corrected?"

Donnamarie Lopez: "The following meeting."

City Attorney LaCroix: "When was that?"

Donnamarie Lopez: "I couldn't tell you Sir. We had so many emergency meetings."

City Attorney LaCroix: "Within a week?"

Donnamarie Lopez: "We've had so many emergency meeting after that...it's unbelievable."

City Attorney LaCroix: "Who was your Executive Director then?"

Donnamarie Lopez: "I think it was...no, it wasn't Mr. Singer. We didn't have one actually."

City Attorney LaCroix: "Okay. Who was doing the minutes?"

Council Member Lewis: "Project Manager was."

City Attorney LaCroix: "Okay. Did you ask the Project Manager to come here and testify?"

Donnamarie Lopez: "No Sir, I did not."

City Attorney LaCroix: "Okay."

Donnamarie Lopez: "Under the circumstances of everything else that was happening at the Housing Authority."

City Attorney LaCroix: "Did you get a copy of the minutes of that next meeting to bring here tonight?"

Donnamarie Lopez: "I have all my files at my office Sir."

City Attorney LaCroix: "Did you bring a copy of the minutes in tonight?"

Donnamarie Lopez: "I did not bring it with me."

City Attorney LaCroix: "Okay, thank you."

Donnamarie Lopez: "If that's going to crucify me then so be it."

City Attorney LaCroix: "This is your hearing."

Mayor Pugh: "Any further witnesses you'd like to call?"

Donnamarie Lopez: "No. It's just that I really hope that you really

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

thought, and considered, what I do for a living right now and where I'm at. Each and every one of you, and how much it impacts my personal life."

Mayor Pugh: "Trust me, you weren't here at the meeting, and I've said it before, that I thought long and hard and it was a painstaking event to come to this. So it wasn't something I've lightly took."

Donnamarie Lopez: "I don't think you thought really hard enough Sir, to be honest with you."

Mayor Pugh: "Well..."

Donnamarie Lopez: "I would just like to say in closing."

Mayor Pugh: "I didn't have a lien a piece of property either."

Donnamarie Lopez: "I understand that. I would just like to say in closing to please carefully think this through before any final decision is made. I feel that making...it would be a mistake to remove me at this point. I know that I would make a positive impact on the residents that live at Hillside Estates and Summit Villas and they were given the respect that they deserve."

Mayor Pugh: "Thank you."

City Attorney LaCroix: "I think at this point, if either of the other two Commissioners want to make any argument, this would be the time."

"Mr. Pilcher or Mrs. Mobley, do you have any other arguments you want to make? Like a closing argument or anything?"

Carl Pilcher: "I'd just like to say that I took this responsibility on to try to help the community. That entire side of town has been disenfranchised for...ever since it's existence. I don't know how many years that might be. I did it in good faith, tried to do the best job I could possibly do. That's it. The decision's up to y'all"

Mayor Pugh: "Thank you."

"Mrs. Mobley?"

Mrs. Mobley: "Gertrude Mobley. I took on the job, I'll say, of being a member of the board. Because believe me, it's a job, and if you haven't ever done it, I'm going to ask any and every one of you in here to please come down and help. You don't have to be a Board Member, you can just come down and help with what's going on in our side of town. There's also other issues other than just housing that we need help with and I would like to ask any and every one of you if you would come down and sit in on our meetings, would you?"

What I'm there for is to help my community. I volunteer all of my time, no body forced me to come

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

up and sign up to get on that Board. Nobody forced me to come up and fill out the papers, first of all, not just to be on the board, but to be in the community. I had to come about some other way. And, you can take me off the board, but, I'm still going to help and do my thing, so, that's all I have to say."

Mayor Pugh: "Thank you."

City Attorney LaCroix: "Mr. Mayor, it's really your decision, after this hearing now, whether to remove any or all of these Commissioners from the Housing Authority. And then if you decide to remove any or all of them it will be up to the Council to either confirm that action or not. Since I've been sort of acting as a prosecutor here, do you want me to go through and make a little closing argument about the evidence or do you want to just..."

Mayor Pugh: "I don't think we need to."

City Attorney LaCroix: "Okay."

City Attorney LaCroix stated to Mayor Pugh that it is his decision to remove any or all of the members and it is up to Council to concur or not. He urged Mayor Pugh to keep in mind that the grounds for removal are inefficiency or neglect of duty.

Mayor Pugh stated that Mr. Boston requested continuance of the hearing to August 20th to hear his testimony, which was discussed. Mayor Pugh recommended continuation.

Motion:

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

In regards to Carl Pilcher, based on the evidence presented, Mayor Pugh recommended his removal from the Brooksville Housing Authority Board.

Motion:

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

In regards to Gertrude Mobley, based on the evidence presented, Mayor Pugh recommended her removal from the Brooksville Housing Authority Board.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for confirmation of Mayor Pugh's recommendation for the removal of Gertrude Mobley from the Brooksville Housing Authority Board. Motion carried 3-1 with Council Member Lewis voting in

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

opposition and Vice Mayor Burnett abstaining.

In regards to Donnamarie Lopez, based on the evidence presented, Mayor Pugh recommended her removal from the Brooksville Housing Authority Board.

Motion:

Motion was made by Council Member Lewis to deny Mayor Pugh's recommendation for the removal of Donnamarie Lopez from the Brooksville Housing Authority Board. Motion died for lack of a second.

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.

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:

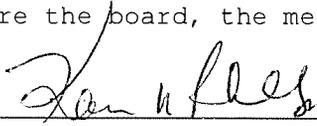
Motion was made by Council Member Bernardini and seconded by Council Member Bradburn to amend his previous motion to continue Mr. Boston's hearing from 7:00 p.m. to 6:00 p.m. on August 20th. Motion passed 4-0, with Vice Mayor Burnett abstaining.

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.

REGULAR CITY COUNCIL MEETING - AUGUST 6, 2007

ADJOURNMENT

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



City Clerk

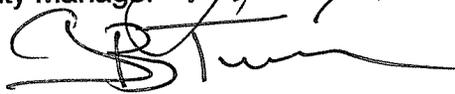
Attest: _____
Mayor

*NOTE: Attachments on file in the Clerks Office.

08-06-07 Regular Meeting.docG:\WP_WORK\ClerkOffice\MINUTES\2007\08-06-07 Regular Meeting.doc

**Brooksville Police
Department**

Memo

To: Honorable Mayor and Brooksville City Council
Via: Jennene Norman-Vacha, City Manager 
From: Police Chief George Turner 
Date: October 26, 2007
Re: Brooksville Elementary School D.A.R.E. Program

General Information: On June 4, 2007, the City Council approved for staff to apply for a Edward Byrne Memorial Justice Assistance (JAG), Drug Abuse Resistance Education (D.A.R.E) III through the Florida Department of Law Enforcement (FDLE). Staff proceeded with application.

We have been notified by FDLE of award in the amount of \$4,000. The notice of award is attached. The grant will be utilized for an education and prevention project at the Brooksville Elementary School; paying for the training of an existing police officer in D.A.R.E. and supplies for the instructional program.

Budget impact: The grant was projected within the 2007/08 fiscal year budget as previously adopted by City Council. The monies are projected within Fund 118, Justice Assistance Grant (JAG). This grant does not require local match monies.

Recommendation: Staff recommends that the City Council accept the award for the D.A.R.E. grant, authorizing the signature of the Mayor on the Certification of Acceptance and appropriate grant documents.



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

OCT 10 2007

The Honorable David Pugh
Mayor
City of Brooksville
201 North Howell Avenue
Brooksville, FL 34601

Re: Contract No. 2008-JAGC-HERN-1-Q9-233

Dear Mayor Pugh:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 4,000.00 for the project entitled, DRUG ABUSE RESISTANCE EDUCATION D.A.R.E.III. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. Changes were made to these conditions after your application was received in this office. Therefore, these Standard Conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

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Anten*

The Honorable David Pugh
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/th

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

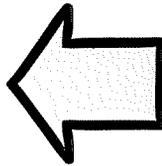
The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2008-JAGC-HERN-1-Q9-233, in the amount of \$ 4,000.00, for a project entitled, DRUG ABUSE RESISTANCE EDUCATION D.A.R.E.III, for the period of 10/01/2007 through 09/30/2008, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

(Signature of Subgrantee's Authorized Official)

DAVID PUGH, MAYOR
(Typed Name and Title of Official)

CITY OF BROOKSVILLE
(Name of Subgrantee)

(Date of Acceptance)



**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Brooksville

Date of Award: *10-10-07*

Grant Period: From: 10/01/2007 TO: 09/30/2008

Project Title: DRUG ABUSE RESISTANCE EDUCATION D.A.R.E.III

Grant Number: 2008-JAGC-HERN-1-Q9-233

Federal Funds: \$ 4,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 4,000.00

State Purpose Area: 01A : Drug Reduction Education

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

10-10-07

Date

() This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: City of Brooksville

County: Hernando

Chief Official

Name: David Pugh

Title: Mayor

Address: 201 North Howell Avenue

City: Brooksville

State: FL **Zip:** 34601

Phone: 352-544-5400 **Ext:**

Fax: 352-544-5424

Suncom:

Email: rhanhins@ci.brooksville.fl.us

Chief Financial Officer

Name: Stephen Baumgartner

Title: Finance Director

Address: 201 North Howell Avenue

City: Brooksville

State: FL **Zip:** 34601

Phone: 352-544-5400 **Ext:**

Fax: 352-544-5424

Suncom:

Email: sbaumgartner@ci.brooksville.fl.us

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: City of Brooksville Police Department

County: Hernando

Chief Official

Name: George Turner

Title: Police Chief

Address: 87 Veterans Avenue

City: Brooksville

State: FL **Zip:** 34601

Phone: 352-754-6800 **Ext:**

Fax: 352-754-6809

Suncom:

Email: rhankins@ci.brooksville.fl.us

Project Director

Name: Richard Hankins

Title: Lieutenant

Address: 87 Veterans Avenue

City: Brooksville

State: FL **Zip:** 34601

Phone: 352-754-6808 **Ext:**

Fax: 352-754-6809

Suncom:

Email: rhankins@ci.brooksville.fl.us

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: DRUG ABUSE RESISTANCE EDUCATION D.A.R.E.III
Project Sequence No: 1
Subgrant Recipient: City of Brooksville
Implementing Agency: City of Brooksville Police Department
Project Start Date: 10/1/2007 **End Date:** 9/30/2008

Problem Identification

The Brooksville Police Department D.A.R.E. Program will provide accurate information about alcohol and drugs. A designated trained police officer(s) will instruct students in decision making skills on resisting peer pressure, alcohol and drug use. The Brooksville Police Department will also provide elementary students with ideas and alternatives to violence.

As the City of Brooksville continues to see a rise in juvenile alcohol and drug use, we have strived to reach the youth at an early age. The program will be beneficial to students, parents and the community as a whole.

Project Summary

The departmental goals of the D.A.R.E. program will be to instruct approximately 139 5th graders the dangers of drugs and alcohol by positive reinforcement and at the same time providing them with ways to avoid the negative influences from their peers.

A trained police officer will interact with the students of the elementary level creating a direct role model atmosphere, he or she will build the necessary relationships to achieve the program objectives. We believe that this program is an essential part of the awareness process which teaches children to resist drugs from the earliest point until the complete high school. Early intervention is critical to ensuring that a child will possess the skills necessary to succeed in life. The DARE Officer will instruct the 5th graders along with visitation for students who have not previously attended visitation.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 003 - Prevention and Education Programs

State Purpose Area: 01A - Drug Reduction Education

Activity Description

Activity: D.A.R.E.
Target Group: Children
Geographic Area: School District
Location Type: School, Elementary

Address(es) :

Brooksville Elementary School
885 N. Broad Street
Brooksville , FL 34601

Objectives and Measures

Objective: 01A.04 - Provide Visitation Instruction to a specified number of children.

Measure: Part 1

How many prevention awareness training classes for law enforcement personnel will be provided?

Goal: 1

Objective: 01A.05 - Provide Core Curriculum Instruction to a specified number of children.

Measure: Part 1

How many children will COMPLETE the D.A.R.E. Core Curriculum?

Goal: 115

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer:

Question: If "other" was selected for location type, please describe.

Answer:

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

SAMAS / Vendor Number: 59 6000479

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$4,000.00	\$0.00	\$4,000.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$4,000.00	\$0.00	\$4,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

Expenses:

\$1,200.00 of the grant funds will be utilized to pay for a police officer to attend D.A.R.E Officer certification training. The associated cost will be travel and per diem.

\$2,800.00 from this category will contribute to education visual necessities which will promote and lure, students to participate in the program.

DARE Stickers
DARE Pencils
DARE Ink Pens
DARE Baseball Caps
DARE Erasers
Jr. DARE Officers Badges
Ways to Say No Activity Books
DARE Rulers
DARE Banners
Daren Lion Stuffed Toys
DARE Coffee Mugs
Violence Prevention Brochures
Say No To Drugs Coloring Books
Drug Prevention Book Marks
Anti-Drug Pocket Sliders
Anti-Drug Slogan Crayons
DARE C/D Cases
DARE T-Shirts
DARE Polo Shirts
Drug Awareness Bracelets
DARE Jackets
DARE Teachers Awards
Temporary Children's Tattoos
Safety Sticky Pads
Teachers Curriculum

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee.

Answer: \$1000.00

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: No

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace, Equal Treatment Regulation 28 CFR, Part 38.**

2. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports – **JAG Countywide Only**

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

(a) The **JAG Countywide** subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.

(b) The **JAG Direct** subgrant recipient shall submit one Project Expenditure Report for the entire subgrant period.

(c) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ).

(d) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

(e) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(f) Reports are to be submitted even when no reimbursement is being requested.

(2) The Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination period.

(3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

b. All expenditures and cost accounting of funds shall conform to OJP Financial Guide (as amended), U.S. Department of Justice Common Rule for State and Local Governments, and federal Office of Management and Budget's (OMB) Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

- a. JAG Countywide - Advance funding may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216 181(16)(b), Florida Statutes, the OJP Financial Guide, and the U.S. Department of Justice Common Rule for State and Local Governments. Advance funding shall be provided to a subgrant recipient upon a written request to the Department. This request, shall be either enclosed with the subgrant application or submitted to the Department prior to the first request for reimbursement. Justification should address a 30/60/90-day need for cash based on the budgeted activities for the period.
- b. JAG Direct – The Department shall award program funds to the recipient in a single, lump sum payment.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date.

9. Travel and Training

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- c. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112 061, Florida Statutes.
- d. All bills for any travel expenses shall be submitted according to provisions in Section 112 061, Florida Statutes.

10. Program Income (also known as Project Generated Income)

Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the OJP Financial Guide and U.S. Department of Justice Common Rule for State and Local Governments (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

12. Property Accountability

- a The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.
- b The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a The copyright in any work developed under an award or subaward, and
- b Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact OCJG for award number] awarded by the Bureau of Justice Statistics, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in

accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.

- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address.

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly

20. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement,

- b Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item, or,
- c Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments.
- b The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, Florida Statutes shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week, all permanent and temporary employee positions of the central abuse hotline, and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law

enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be

submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,
- (1) New construction,
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain,
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size, and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more, or federal loan of \$150,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement
- (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions
- (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories
- b. Specific Requirements: The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved, (2) any residents, occupants,

users, and neighbors of the site of a seized clandestine laboratory, (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award, and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

43. Limited English Proficiency

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance to assist agencies to comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov, or by contacting OJP's Office for Civil Rights at (202) 307-0690, or by writing to the following address:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 Seventh Street NW, Eighth Floor
Washington, DC 20531

44. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement, and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

The subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the

Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Department of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties

49. Omnibus Crime Control and Safe Streets Act

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate, the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants, and all other applicable State and Federal laws, orders, circulars, or regulations

50. Public Safety Officers' Health Benefits Provision

The recipient has certified it is in compliance with the Public Safety Officers' Health Benefits Provision of the Fiscal Year 2002, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-77) and agrees to remain in compliance during the life of the grant. This provision requires that the unit of local government which employs a public safety officer (as defined by Section 1204 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended) to afford such public safety officer who retires or is separated from service due to injury suffered as a direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit (as such terms are defined by State law) with the same or better level of health insurance benefits at the time of retirement or separation as the officer received while employed by the jurisdiction. If the recipient demonstrates noncompliance during the life of the grant, 10 percent of the award amount must be returned to the grantor.

51. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent

52. National Information Exchange Model specifications

To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>

53. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA.

54. Privacy Certification

The Subgrant recipient agrees to comply with the confidentiality requirements that are applicable to collection, use, and revelation of data or information and that are in accordance with requirements of Confidentiality of Identifiable Research and Statistical Information (28 C.F.R. Part 22 and, in particular, section 22.23, Privacy Certification).

If an award is made for a project which has a research or statistical component under which information identifiable to a private person will be collected, the subgrant recipient agrees to:

- 1 Project plans will be designed to preserve anonymity of private persons to whom information relates, including, where appropriate, name-stripping, coding of data, or other similar procedures
- 2 Project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person.
- 3 A log will be maintained indicating that identifiable data have been transmitted to persons other than BJA, OJJDP, BJS, NIJ, or OJP or grantee/contractor staff or subcontractors, that such data have been returned, or that alternative arrangements have been agreed upon for future maintenance of such data.
4. A description of the project containing assurance by the applicant that
 - (1) Data identifiable to a private person will not be used or revealed
 - (2) Access to data will be limited to those employees having a need and that such persons shall be advised of and agree in writing to comply with these regulations.
 - (3) All subcontracts which require access to identifiable data will contain conditions meeting the requirements
5. Any private persons from whom identifiable data are collected or obtained, either orally or by means of written questionnaire, shall be advised that the data will only be used or revealed for research or statistical purposes and that compliance with requests for information is not mandatory. Where the notification requirement is to be waived, a justification must be included in the Privacy Certificate.
6. Describe the precautions that will be taken to insure administrative and physical security of identifiable data.

55. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.ojp.usdoj.gov/ec/states.htm>

56. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

57. Supplanting

The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds

RECEIVED

OCT 05 2007

OFFICE OF
CRIMINAL JUSTICE GRANTS

**CERTIFICATION OF COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

SUBGRANTEE CERTIFICATION

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP) to prepare, maintain on file, submit to OJP for review and implement an EEO Plan in accordance with the Omnibus Crime Control and Safe Street Act of 1968, as amended, and 28 CFR Part 42.301-.308, Subparts C through H, if they meet the following criteria:

- (i) have 50 or more employees; and
- (ii) received a total of \$25,000 or more in grants or subgrants; and
- (iii) have 3 percent or more minorities in services population (however, if less than 3 percent minorities in service population, an EEOP must still be prepared, but must focus on employment practices affecting women only).

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient):

- Does meet Act Criteria and does have a current EEO Plan.
- Does meet Act Criteria and does not have a current EEO Plan.
- Does not meet Act Criteria, and therefore not required to have an EEO Plan.

Recipients that meet criteria (i) and (iii) above, and receive over \$500,000 (or \$1 million during and 18 month period) are required to submit an EEO Plan to the Office for Civil Rights, Office of Justice Programs for review.

Has included a copy of the current approval letter from the US DOJ.

I further affirm that if the Subgrant Recipient *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 60 days after a subgrant application for federal assistance is approved or face loss of federal funds.



Signature of Subgrantee Authorized Official

Type Name: David Pugh Jr.

Title: Mayor

Subgrant Recipient: City of Brooksville

Date: 10/01/2007

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OCT 05 2007

OFFICE OF
CRIMINAL JUSTICE GRANTS

**CERTIFICATION OF COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

IMPLEMENTING AGENCY CERTIFICATION

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP) to prepare, maintain on file, submit to OJP for review and implement an EEO Plan in accordance with the Omnibus Crime Control and Safe Street Act of 1968, as amended, and 28 CFR Part 42.301-.308, Subparts C through H, if they meet the following criteria:

- (i) have 50 or more employees; and
- (ii) received a total of \$25,000 or more in grants or subgrants; and
- (iii) have 3 percent or more minorities in services population (however, if less than 3 percent minorities in service population, an EEOP must still be prepared, but must focus on employment practices affecting women only).

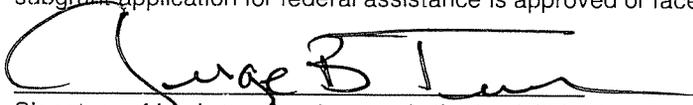
I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient):

- Does meet Act Criteria and does have a current EEO Plan.
- Does meet Act Criteria and does not have a current EEO Plan.
- Does not meet Act Criteria, and therefore not required to have an EEO Plan.
- Is Included in the EEO Plan of the Subgrant Recipient.

Recipients that meet criteria (i) and (iii) above, and receive over \$500,000 (or \$1 million during and 18 month period) are required to submit an EEO Plan to the Office for Civil Rights, Office of Justice Programs for review.

Has included a copy of the current approval letter from the US DOJ.

I further affirm that if the Subgrant Recipient *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 60 days after a subgrant application for federal assistance is approved or face loss of federal funds.


Signature of Implementing Agency Authorized Official

Type Name: George Turner

Title: Police Chief

Implementing Agency: Brooksville Police Department

Date: 10/01/2007

Application for Funding Assistance

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Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

OCT 05 2007

OFFICE OF
CRIMINAL JUSTICE GRANTS

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder
Typed Name and Title: _____
Date: 10-10-07

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant City of Brooksville
Signature: [Signature]
Typed Name and David Pugh Jr., Mayor
Date: 10/01/2007

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Brooksville Police Department
Signature: [Signature]
Typed Name and George Turner, Police Chief
Date: 10/01/2007

Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Edward Byrne Memorial JAG Program

GRANT ADJUSTMENT NOTICE

SUBGRANTEE: City of Brooksville

TITLE OF PROJECT: DRUG ABUSE RESISTANCE EDUCATION D.A.R.E.III

GRANT NUMBER: 2008-JAGC-HERN-1-Q9-233 ADJUSTMENT NUMBER: 1

NATURE OF ADJUSTMENT: Change FEID Number

TO SUBGRANTEE:

Pursuant to your request of 10/10/2007 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

Clayton H. Wilder 10-10-07
Authorized Official Date
Clayton H. Wilder
Administrator

The FEID Number has been changed to 596000284.

NOTE: Retain this Grant Adjustment Notice as part of official project records.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

SAMAS / Vendor Number: 59 6000284

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$4,000.00	\$0.00	\$4,000.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$4,000.00	\$0.00	\$4,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

CITY OF BROOKSVILLE
MEMORANDUM

To: City Council

Via: T. Jennene Norman-Vacha, City Manager

From: Emory H. Pierce, Director of Public Works



Re: **Seeking Council Approval to Enter the Petroleum Clean Up Program for the Site at Intersection (SW Corner) of Broad and Main (near Patricia's Boutique) and Designate Creative Environmental Engineering as the Clean Up Contractor**

Date: 10/01/07

As per the Innocent Victim Petroleum Storage System Restoration Program requirements, I am requesting permission to pay FDEP \$500; there are no other costs associated with the clean up of the above mentioned site. As was done with the DPW site that Council approved for the same program at the June 18, 2007 Council meeting, I am also requesting that I be permitted to sign as the "authorized representative" on page 4 of the application and that Creative Environmental Solutions, Inc. (George Foster) be named as our local contractor in charge of the program. We will owe no money to Mr. Foster's company; DEP pays the contractor directly.

This site at the intersection of US41/Broad and Main (15 S. Broad Street, Patricia's Boutique) came into being during the course of the bulbout construction when the contractor came across an abandoned underground petroleum storage tank. At that time City staff removed the tank and as much contaminated soil as possible with out undermining the adjacent building or Broad Street. We have a drawing dating to the 1950's that shows this site was a gas station. In 2003, George Foster's group produced a Closure Assessment Report, and in 2006 we applied for the Innocent Victim Program.

I request that this be put on the November 5th council agenda for approval.

CITY OF BROOKSVILLE
MEMORANDUM

To: Steve Baumgartner, Interim City Manager
From: Emory H. Pierce, Director of Public Works 
Re: Seeking Council Approval to Enter Petroleum Contamination Clean up Program
Date: May 25, 2007

I have just been notified that our polluted DPW site at 602 S. Brooksville Ave was approved to be in the Petroleum Contamination Clean up Program. I request council approve our participation, which includes payment of a \$500 deductible to the Florida Department of Environmental Protection. We will then be in the Innocent Victim Petroleum Storage System Restoration Program. There are no other costs associated with the cleanup once you become accepted into the program. I also request that I be permitted to sign as the "authorized representative" on page 4 of the application and that Creative Environmental Solutions Inc. (George Foster) be our local contractor in charge of the program. We owe no money to Mr. Foster's company, DEP pays the contractor directly.

We have included all the program documents. There is a time limit of 60 days that we must have the check and application back to DEP. We received the contractor information portion of the form this morning and we are ready to apply.

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

June 4, 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 ~~Laura~~ Bradburn and Richard E. Lewis. Also present were David LaCroix, City Attorney; Karen M. Phillips, City Clerk/Director of Administration; Janice L. Peters, Deputy City Clerk; Jim Delach, Acting Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Acting City Manager; Emory Pierce, Director of Public Works; Frank Ross, Interim Police Chief; ~~Brooksville Police Dept.~~ and Fire Chief Tim Mossgrove, ~~Brooksville Fire Dept.~~ Members of the Hernando Today, Hernando Times and Brooksville Belle were also present. *all* Scrivener Error Correction 06-21-07

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

Mayor Pugh advised that Interim City Manager Baumgartner is out and Director of Community Development Bill Geiger would be filling in as Acting City Manager.

Minutes

April 16, 2007 Appeals Public Hearings
April 16, 2007 Regular Meeting

FDLE Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Consideration of approval to apply for FY2007/2008 funds in the amount of \$4,000. The Law Enforcement Trust Fund #109 will be utilized for the 25% grant match.

Utilities Meter Reader Trucks

Consideration of transfer of truck #529 to Parks and truck #528 to replace truck #576 in Utilities; and, truck #576 be declared surplus and authorize City Manager to dispose of accordingly.

Transportation Outreach Program

Authorization of the issuance of a purchase order in the amount of \$9,840 to pay Applied Sciences Consulting, Inc. for services rendered in modifying the frontage road plans to address changes necessitated by the City's modification of the project intent, which will be reimbursed through the TOP grant.

Valve and Fire Hydrant Replacement Project

Authorization to go out for bids to replace valves and fire hydrants without the requirement for payment and performance bonds.

DPW Innocent Victim Storage Tank Cleanup

Consideration of designation of Creative Environmental Solutions, Inc. as cleanup contractor for DPW Innocent Victim Storage Tank Cleanup Program, authorizing the Director of Public Works to sign the necessary documents and pay the \$500 deductible.

APPROVED BY BROOKSVILLE
CITY COUNCIL
ON 6/18/07 INITIALS RP

CITY OF BROOKSVILLE
MEMORANDUM

To: Steve Baumgartner, City Manager

From: Emory H. Pierce, Director of Public Works
Laureen Busacca, Project Manager

Re: **Public Works Compound**
Innocent Victim Petroleum
Storage System Restoration Program

Date: April 2, 2007



Over a year ago, with the help of George Foster, President Creative Environmental, we started providing FDEP with background information on this site. That process included taking soil samples which showed that we have contamination from petroleum on this site, not a serious problem, but still one that needs to be addressed. Copies of previous relevant reports and correspondence are attached.

Multiple copies of the attached FDEP document should be made, filed, but kept accessible.

At present, the City's only obligation is to pay \$500.00 at some later date when we are notified that site re-remediation will start. This program will probably not cover all costs associated with contamination at this site; only those costs associated with the contamination from some previously removed underground petroleum storage tanks. We must remember that our Public Works compound was previously an electrical co-op maintenance facility which was previously part of a railroad switching yard and there is no telling what could have been dumped or spilled in this area in the past.

Another site the City is working on is at the intersection of US41/Broad and Main (15 S. Broad Street, Patricia's Boutique). During the course of the bulbout construction the contractor came across an abandoned underground petroleum storage tank. At that time City staff removed the tank and as much contaminated soil as possible with out undermining the adjacent building or Broad street. We have a drawing dating to the 1950's that shows this site was a gas station. In 2003, George Foster's group produced a Closure Assessment Report, and in 2006 we applied for the Innocent Victim Program. We have not received word from FDEP since our last response to them on Jan. 29, 2007. Copies of relevant documents and correspondence related to this site are also attached.

cc: George Foster, Creative Environmental

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

INVOICE

September 24, 2007

Mr. Emory Pierce
City of Brooksville
600 South Brooksville Avenue
Brooksville, FL 34601-3710



REMIT TO: Florida Department of Environmental Protection
ATTN: Bureau Accountant
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS 4575
Tallahassee, FL 32399-2400

To ensure proper credit, please return this invoice with your check AND a photocopy of the check to the above address.

Make check payable to: Department of Environmental Protection

NOTE: FACILITY ID# SHOULD BE WRITTEN ON YOUR CHECK.

Facility ID Number: 279805507

DESCRIPTION	AMOUNT
Deductible for the Florida Innocent Victim Petroleum Storage System Restoration Program (FIVPSSR)	\$500.00
Discharge Date: 01/28/2003	
Payable within 60 Days of Receipt	
Broad Street R/W SW Corner of Broad St & Main St Brooksville, Hernando County, FL	
TOTAL DUE:	\$500.00

Invoice Contact Person: Alan Sakole

Phone Number: (850) 671-6362

For DEP Use Only:

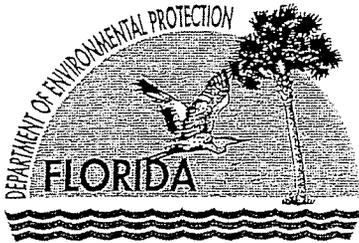
Fund: IPTF/20-2-212001

Object: 002267

EO: U2

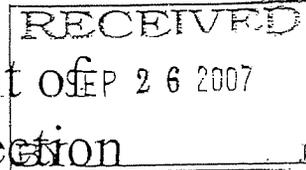
ORG: 3745 01 01 000

Cc: Bureau Accountant, MS 4575



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

September 24, 2007

Certified Mail

RETURNED RECEIPT REQUESTED

Mr. Emory Pierce
City of Brooksville
600 South Brooksville Avenue
Brooksville, FL 34601-3710

Re: Request for Deductible Payment and Designation of Petroleum Contamination Cleanup Contractor – PROMPT RESPONSE REQUIRED
Broad Street R/W
SW Corner of Broad Street & Main Street
Brooksville, FL
FDEP Facility # 279805507
Discharge Date: January 28, 2003

Dear Mr. Pierce:

The above referenced discharge is eligible for State funding assistance under the Innocent Victim Petroleum Storage System Restoration Program IVPSSRP. Based on a priority score of 59 indicating a potential threat to human health and the environment, funding is available to begin petroleum contamination clean up work.

Our records and the property tax appraiser's office indicate that you are the real property owner of this site. The real property owner is considered the entity responsible for the petroleum contamination at a site provided there is no legal agreement between you and another party delegating site cleanup responsibility. If you believe that you have been contacted in error, please notify me as soon as possible to provide us with any information you may have on who you feel is the appropriate party for us to contact.

Review of our records indicates that the required IVPSSRP deductible for this discharge has not been paid to the Florida Department of Environmental Protection (FDEP) as required by Section 376.30715, Florida Statutes (F.S.). This deductible **must be paid within 60 days** of this letter in accordance with the instructions below and the enclosed invoice.

"More Protection, Less Process"

Visit Our Internet Site At: www.dep.state.fl.us/waste/categories/pcp/default.htm

Printed on recycled paper

If you are financially unable to submit the entire amount of the invoice immediately, please contact me as soon as possible for information regarding the establishment of a limited payment schedule.

PLEASE CAREFULLY REVIEW THE INSTRUCTIONS BELOW:

Failure to Respond

Assuming that you are the appropriate party and were noticed to pay the deductible but have not done so, the issue of an unpaid deductible will be referred to the Office of General Counsel [OGC] and cost recovery may be pursued in court. Such an action will include a demand for the deductible and may also include a demand for attorney's fees, court costs and penalties. Additionally, failure to pay the required deductible may subject you to enforcement by the FDEP, the local government, or a third party to compel cleanup of the site at your own expense in accordance with Section 376.308(5), F.S. Due to the priority status of the site, the FDEP may select one of its cleanup contractors to begin conducting work on the contaminated area of your property. The transfer of the site to state cleanup does not relieve you of the responsibility for allowing site access. To avoid the above and as a condition of eligibility for state assistance, the necessary deductible must be provided within the next 60 days.

What You Need to Do

Please immediately remit \$500.00 with the enclosed invoice to the following address:

Florida Department of Environmental Protection
Attn: Bureau Accountant
Bureau of Petroleum Storage Systems
2600 Blair Stone Road – MS 4575
Tallahassee, Florida 32399-2400

Attach a brief letter with your check that clearly indicates that the remittance is for the IVPSSRP deductible associated with Broad Street R/W, FDEP Facility ID# 279805507.

And

To expedite processing please also send a copy of the check, letter and invoice to my attention at the letterhead address, Mail Station 4595.

* Please note that the site's IVPSSRP eligibility has an unlimited spending cap. The total cost of cleanup is dependent on many factors including the extent of contamination and site-specific conditions.

Also

Please choose a contractor concurrent with the payment of the deductible or deductible payment plan, by submitting the attached Contractor Designation Form [CDF] to:

Florida Department of Environmental Protection
Attn: Leila Shuffler
Bureau of Petroleum Storage Systems
2600 Blair Stone Road – MS 4540
Tallahassee, Florida 32399-2400



In the Preapproval Program the Department works directly with the contractor selected by the property owner or other responsible party to determine the scope and cost for cleanup work. The Department promptly pays the contractor directly, as work is completed.

Questions

If you should have any questions, please contact me at York Claims Service Inc., contractor to the Bureau of Petroleum Storage Systems [BPSS] for administrative services (850) 671-6362, or at the letterhead address, Mail Station #4595. If you feel that you are not the correct responsible party for this site, contact me immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Sakole".

Alan Sakole
Environmental Supervisor
York Claims Service Inc
BPSS Administrative Services Contractor

cc: File

Enclosure: Invoice and CDF



creative

environmental

solutions, Inc.

Engineers, Environmental Scientists and Geologists

700 Desoto Avenue • Brooksville, FL • 34601

October 5, 2007

FDEP
Petroleum Cleanup Section One
2600 Blair Stone Rd., Mail Station 4540
Tallahassee, FL32399-2400

Re: CDF
City of Brooksville
FAC ID 27-9805507

To Whom It May Concern:

Please find a CDF for the facility identified above. Please contact me with any questions.

Sincerely,

George K. Foster, P.G.
President

Attachment

Pc: Laureen Busacca, City of Brooksville Public Works



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

Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

CONTRACTOR DESIGNATION FORM & REAL PROPERTY OWNER/RESPONSIBLE PARTY AFFIDAVIT

- This Contractor Designation supersedes all previous designations for this site made by the Real Property Owner or Responsible Party whose signature appears below.
- Please read this entire four-page form carefully and complete all applicable portions, it contains important information regarding the cleanup of your site.
- Please Print or Type all required information (except for the signature block in Part 6).
- This request will not be processed without the completed Owner/RP Affidavit in Part 6.
- If you prefer not to designate a specific contractor, you may request that the Department select the cleanup contractor in Part 4 of this form.

1. The Florida Department of Environmental Protection (Department) is required by statute to preapprove the scope of work and cost for the cleanup of a petroleum contaminated site if state funds will be used to pay for that cleanup [Section 376.30711(1)(b), Florida Statutes (F.S.)].

2. The current Real Property Owner or Responsible Party for the cleanup must use this form to designate a contractor that meets certain criteria (Sections 376.30711(2)(b)-(c), F.S.) for the Department to work with on their site. In addition, if the Department should coordinate its actions with your representative, you can use this form to designate such an alternative contact.

3. If the current Real Property Owner is not the person responsible for completing the cleanup, then the Responsible Party should complete this form and submit it along with a copy of the legal agreement between them and the current Real Property Owner that details their cleanup responsibility. Responsible party agreements with former Real Property Owners will not be accepted without a signed letter from the current Real Property Owner which indicates that they either concur with the responsible party agreement or do not object to the Responsible Party (identified in Part 3 of this form) selecting the contractor.

4. Please fill out this form completely and carefully. The form will be rejected if there is any omission, error or correction (including "white-out") in any of the required information, including the notary portion of the form. This will delay the cleanup of your site.

5. The current Real Property Owner or Responsible Party may designate a contractor or request a change to a new contractor at any time by submitting a completed Contractor Designation Form (CDF). **However, changes in contractor designation are limited to no more than two (2) in any 12-month period.** Changes in contractor designation may also create a delay in the cleanup of your site. Also, the current Real Property Owner or Responsible Party will be liable for payment for any work that the new contractor must perform in order to assume the site cleanup if the Department previously paid for such work. If a new contractor is designated, then any work in progress will be completed by the contractor to whom the work was awarded through the end of the current Work Order unless that contractor is being replaced for documented poor performance or it voluntarily agrees (in writing) to forgo the remaining work. A new designation does not take effect until the completed CDF is accepted and approved by the Department.

CONTRACTOR DESIGNATION FORM & REAL PROPERTY OWNER/RESPONSIBLE PARTY AFFIDAVIT

6. Designating a contractor means that you are responsible for its actions. Pursuant to Section 2.j. of the Petroleum Cleanup Preapproval Program work order issued by the Department, your contractor is required to pay all subcontractors and vendors within 7 days of receipt of payment from the Department that includes their costs for non-final invoices and prior to submittal of the final invoice for each work order (unless there is a written agreement between the contractor and subcontractor/vendor to the contrary). **To protect their financial interests, subcontractors and vendors may file a lien against your property that can be exercised in the event the contractor does not pay them in full.** Accordingly, you should take steps to insure that your contractor pays all of its subcontractors and vendors. Furthermore, it is advised that you request that your contractor demonstrate that they are financially solvent and that they have an acceptable performance record with respect to successful completion of cleanup projects and payments to subcontractors and vendors.

7. Pursuant to Florida Law, "It is unlawful for a site owner or operator, or his or her designee, to receive any remuneration, in cash or in kind, directly or indirectly, from a rehabilitation contractor performing site cleanup activities..." under the preapproval program (Section 376.30711(6) F.S.). It is also unlawful for any contractor to offer any remuneration in cash or in kind, either directly or indirectly, to a site owner, operator or their designee. This prohibition includes payment of any program deductible by a contractor. See Sections 2.1 and 7.13 of the BPSS Standard Operating Procedures Manual.

8. Please return the form with original signatures (copies cannot be accepted) to **Petroleum Cleanup Section One, Mail Station 4540**, in the **Bureau of Petroleum Storage Systems** at the letterhead address. If you choose not to designate a cleanup contractor, you may ask the Department to select one for you in Part 4 below. If you have any questions, please call Leila Shuffler at (850) 245-8839. Thank you for your cooperation.

Part 1. FDEP Facility Name and Identification # (required):

- a. Name of Facility/Site: City of Brooksville
- b. FDEP Facility Identification #: 27-9805507

Part 2. Real Property Identification and Current Ownership Verification (required):

This information must match that listed in the applicable County Property Appraiser's Office. While the real property owner listed here may be the same as that listed in Part 3, the actual designation of the cleanup contractor occurs **only** by the entity listed in Parts 3 and 6 of this form.

- a. Real Property Street Address of Record: Intersection of S. Main and Broad Streets, Brooksville
- b. Parcel # or Property Identification # of Record: R22 222 19 1490 0000 000A (LT-A)
- c. Legal Property Description of Record (may attach legible copy): _____
- d. Name of Current Real Property Owner(s) of Record: City of Brooksville
- e. If There is Any Reason Why the Property Appraiser's Records May Not Be Accurate, Provide an Explanation and Attach Documentation: _____

CONTRACTOR DESIGNATION FORM & REAL PROPERTY OWNER/RESPONSIBLE PARTY AFFIDAVIT

Part 3. Entity Designating the Preapproval Program Cleanup Contractor (required):

- a. Name of the Entity Designating the Preapproval Cleanup Contractor (if business, include name/title of representative): City of Brooksville / Emory Pierce,
Director of Public Works
- b. (Check One): Current Real Property Owner Or Responsible Party
- c. Mailing Address and Telephone # of the Entity Designating the Contractor: 600 S. Brooksville
Ave, Brooksville, FL 34601 Phone (352) 544-5465

Part 4. Preapproval Program Cleanup Contractor Designation (required):

Please check one of the options below. You may request that the Department select the cleanup contractor (State) or you may designate a specific cleanup contractor (Owner/RP). Complete section a through d below only if Owner/RP designated contractor.

(Check One) State Designated Contractor Or Owner/RP Designated Contractor

- a. Designated Contractor Name: Creative Environmental Solutions, Inc
- b. Designated Contractor Mailing Address: 700 De Soto Ave.
Brooksville, FL 34601
- c. Contact Person for Designated Contractor: George Foster
- d. Telephone # for Contact Person: (352) 796-3374
- e. E-Mail address for Contact Person g.foster@creativeenvironmental.com

Part 5. Alternate Contact Designation for Current Real Property Owner or Responsible Party (optional):

Use this section to designate an alternative point of contact to act on behalf of the entity named in Part 3.a. This person will serve as your representative regarding the cleanup of this site and receive all further notices on your behalf. Do not list the contact person for the contractor. If you do not wish to designate an alternate point of contact, then leave this part blank.

- a. Alternate Contact Name: Laureen Busacca
- b. Alternate Contact Address and Telephone #: 600 S. Brooksville Ave
Brooksville, FL 34601 Phone (352) 544-5465
- c. Relationship of Alternate Contact to Current Real Property Owner or Responsible Party: Construction project manager

Part 6. Real Property Owner/Responsible Party Affidavit (required)

This affidavit must be completed and signed by the current real property owner or responsible party in the presence of a notary public when designating a contractor for the Petroleum Cleanup Preapproval Program. The signature of the current real property owner or responsible party shall be notarized as set forth below. No work will be authorized on your site until this form is accepted by the Department. By signing below you are certifying that you have read and understand all of the information on all four pages of this form and that all of the information listed above is true and correct to the best of your knowledge. The name in Part 6.a. must match that listed in Part 3.a.

CONTRACTOR DESIGNATION FORM & REAL PROPERTY OWNER/RESPONSIBLE PARTY AFFIDAVIT

- a. I, Emory Pierce am the Director of Public Works of City of Brookville and hereby certify:
(name of person appearing) (title of person appearing)
(name of real property owner or responsible party listed in Part 3.a.)
- b. That the Contractor Designated in Part 4 of this form is authorized to perform work in the Petroleum Cleanup Preapproval Program on the real property identified in Parts 1 and 2 of this form.
- c. That the contractor has not offered any remuneration in cash or in kind directly or indirectly in exchange for designating them as my contractor.
- d. That I have not solicited or accepted remuneration in cash or in kind directly or indirectly from the contractor in exchange for designating them as my contractor.
- e. That I acknowledge that soliciting or accepting remuneration in cash or in kind directly or indirectly in exchange for designation of a contractor is prohibited pursuant to Section 376.30711(6), F.S., and may result the loss of eligibility for State funded petroleum contamination cleanup assistance at this site.
- f. That the person appearing is authorized to make the statements set forth in this affidavit.

Emory Pierce
 (Signature of the Owner, RP or authorized representative listed above)

Notarization of Signature of Real Property Owner or Responsible Party (required)

State of Florida County/Parish of Hernando
 Sworn to and subscribed before me by Emory Pierce this 9th day of October, 2007

Personally known Produced Identification Type of ID: _____ (if produced identification)

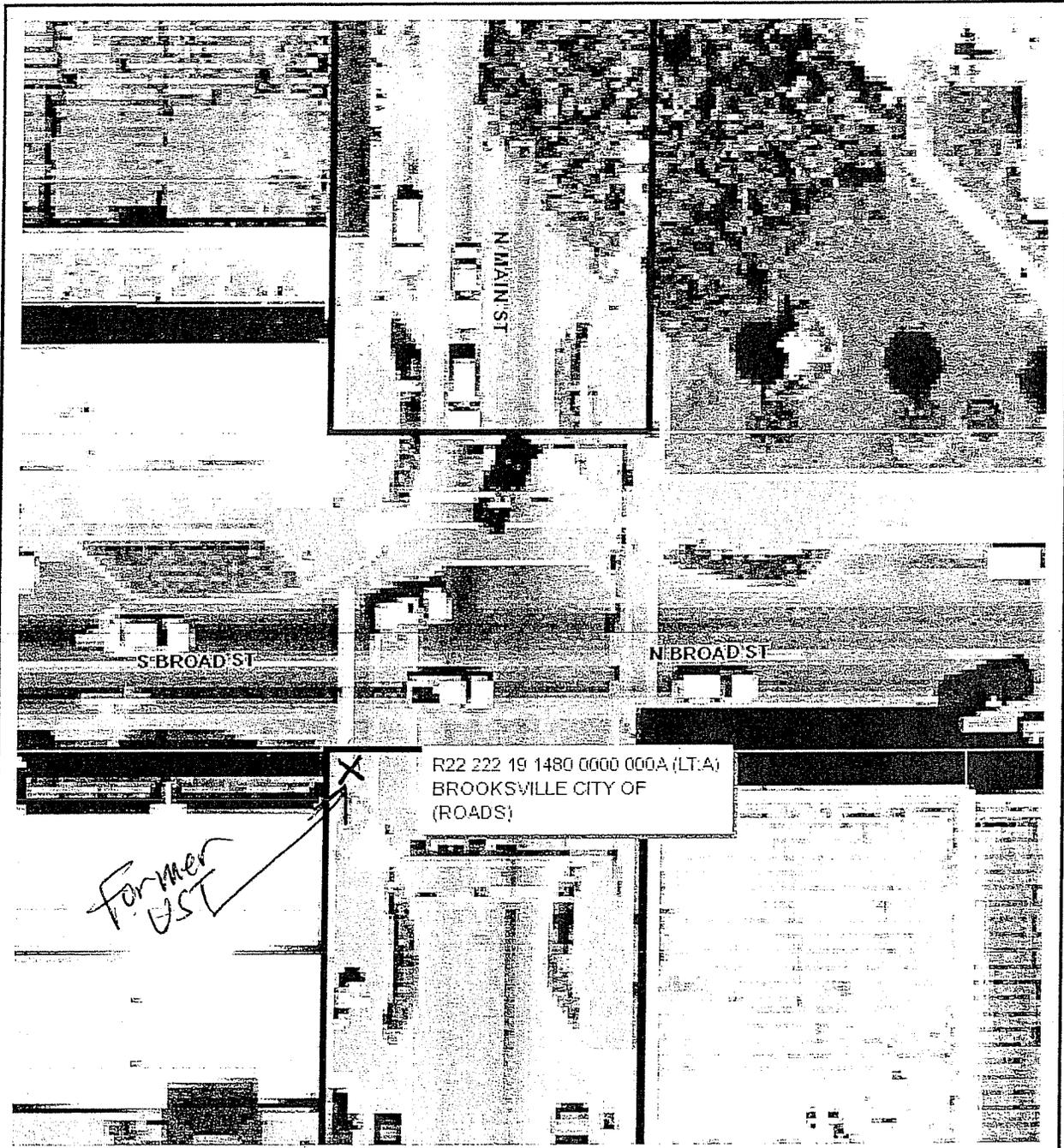
Allison Earwood
 (notary's signature)

My Commission Expires Aug. 14, 2010

Notary Public, State of Florida

Commission Number (if applicable) #DD584777

NOTARY PUBLIC-STATE OF FLORIDA
 Allison Earwood
 Commission #DD584777
 Expires: AUG. 14, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.

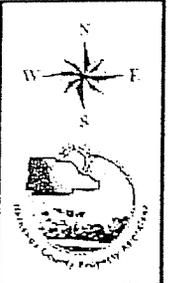


Hernando County Property Appraiser
 Alvin R. Mazourek CFA - Brooksville, Florida - 352-754-4190

PARCEL: R22 222 19 1480 0000 000A | KEY: 01645232

Name: BROOKSVILLE CITY OF (ROADS)	LandVal	\$0.00
Site:	BldgVal	\$0.00
Mail: 201 HOWELL AVE	JustVal	\$0.00
BROOKSVILLE FL 34601	Assd	\$0.00
Sales Info 1/1/2007 \$0.00 (S)	Exmpt	\$0.00
	Taxable	\$0.00

0 0.002 0.004 0.006 mi



This information was derived from data which was compiled by the Hernando County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the market value, ownership, or zoning of the property. Zoning information should be obtained from the Hernando County Development Department. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Data Updated: 7/20/2007 | GIS Map Updated: 7/20/2007 | © Copyright 2003 All Rights Reserved - Hernando County Property Appraiser

FAC ID 27-9805507
City of Brooksville

Hernando County Property Appraiser

Data Updated: 9/28/2007

Parcel: R22 222 19 1480 0000 000A | KEY: 01645232

<< Next Lower Parcel Next Higher Parcel >>

2007 Preliminary Values

Property Card Interactive GIS Map Print

New Super Homestead Exemption Estimator

Owner & Property Info

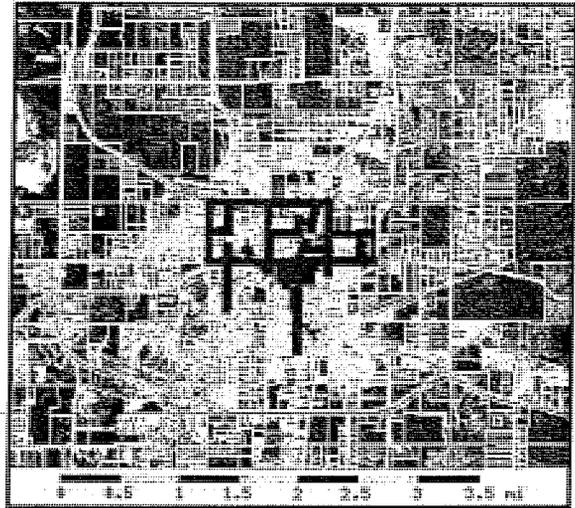
Search Result: 1 of 6 Next >>

Owner's Name(s)	BROOKSVILLE CITY OF (ROADS)	
Site		
First Owner's Mailing	201 HOWELL AVE BROOKSVILLE FL 34601	
Brief Desc	BROOKSVILLE TOWN OF TRACT A BEING ALL ROADS	
DOR Code (94) - Rights-of-Way	Map Code 76D4	
Levy Code CRBRES	GIS Code B029	
Land Use	Land Units	
RIGHT OF WAYS	8.90 ACRES	
TAX Information		
Tax History	TAX > Access real-time Tax info Links > Pay your Taxes on-line	

GIS Aerial

Show: 2006 | 2005 | 2004

aerial date: Oct. 2006



Property & Assessment Values

Land Value	\$17,800.00
Bldg Value	\$0.00
Features Value	\$0.00
Class Value	\$0.00
Limit Value	\$0.00

Assessed Value	\$17,800.00
Exempt Value	\$17,800.00
Excluded Exempt	\$17,800.00
Taxable Value	\$0.00
Just Mkt Value	\$17,800.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/2007	0/0000		(S)	\$0.00	BROOKSVILLE CITY OF

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
NONE				

Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
NONE			

Address Listings

NONE

Hernando County Property Appraiser - Roll Year: 2007

Data Updated: 9/28/2007

Search Result: 1 of 6

Next >>

Margaret R. Ghiotto

CERTIFICATE OF RECOGNITION



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

FARMER JOHN'S KEY WEST CAFE

John Carlone, Restaurant Owner

966 E. Jefferson Street, Brooksville, Florida 34601

Presented this 5th day of November, 2007.

[Signature]

Mayor

[Signature]

City Clerk

Margaret R. Chorro

CERTIFICATE OF RECOGNITION



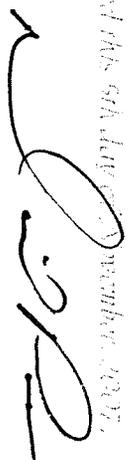
City Council and the Beautification Board for the City of Brooksville, Florida
recognize and honor the manual recipient for improvements and beautification to
their property located within the City

FAAR WER JOHNS KEY WEST CAFE

John F. Mason, Jr., Building Owner

966 E. Jefferson Street, Brooksville, Florida 34601

Presented this 5th day of December, 2007.



Mayor



City Clerk

City of Brooksville



Agenda

(352) 544-5400 (Phone)

(352) 544-5424 (Fax)

(352) 544-5420 (TDD)

October 10, 2007

John F. Mason, Jr., owner
c/o Farmer John's Key West Cafe
1588 E. Jefferson Street
Brooksville, FL 34601

Dear Mr. Mason:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your business at 966 E. Jefferson Street.

The Certificate of Recognition and outdoor sign will be presented to you by a Board Representative at the next regular Council Meeting to be held Monday, November 5, 2007 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please call the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Monday, October 22, 2007 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 544-5407 x130.

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

Sincerely,

Sally Sperling/lam

Sally Sperling, Chairman
Beautification Board

SS/lam

cc: T. Jennene Norman-Vacha, City Manager
Karen M. Phillips, City Clerk/Dir. of Administration ✓
Lindsay A. Morgan, Beautification Board Secretary

G:\Boards\Beautification\Awards\966 E. Jefferson Street - Farmer Johns Key West Cafe.doc

NOTE: PROPERTY OWNER

201 Howell Avenue, Brooksville, Florida 34601-2041

City of Brooksville



Agenda

(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

October 10, 2007

John Carlone, owner
c/o Farmer John's Key West Cafe
22075 Lake Lindsey Road
Brooksville, FL 34601

Dear Mr. Carlone:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your business at 966 E. Jefferson Street.

The Certificate of Recognition and outdoor sign will be presented to you by a Board Representative at the next regular Council Meeting to be held Monday, November 5, 2007 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please call the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Monday, October 22, 2007 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 544-5407 x130.

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

Sincerely,

Sally Sperling/lam

Sally Sperling, Chairman
Beautification Board

SS/lam

cc: T. Jennene Norman-Vacha, City Manager
Karen M. Phillips, City Clerk/Dir. of Administration ✓
Lindsay A. Morgan, Beautification Board Secretary

G:\Boards\Beautification\Awards\966 E. Jefferson Street - Farmer Johns Key West Cafe - 2.doc

NOTE: BUSINESS OWNER

201 Howell Avenue, Brooksville, Florida 34601-2041

PROCLAMATION

WHEREAS, the history and traditions of a community are a vital part of the character of that community; and,

WHEREAS, it is important to always look to the future and prepare for what lies ahead but an awareness of our past provides the framework for such foresight; and,

WHEREAS, in 1857 the Florida Railroad Company brought the rail line through an area now known as the City of Starke, Bradford County, Florida to connect the Atlantic Ocean with the Gulf of Mexico; and,

WHEREAS, with the influx of construction workers to the area, a settlement soon emerged and the rail line further provided badly needed transportation for the timber, naval stores and long staple cotton, which were the main economic base of the community at that time; and,

WHEREAS, the residents of the City of Starke, Florida will celebrate their 150th Anniversary during the month of November, 2007.

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, I, DAVID PUGH, MAYOR, do hereby recognize and proclaim the occasion of the 150th Anniversary of the establishment of the City of Starke, Florida.

FURTHER, as a fellow Florida city recently having celebrated its own 150th Anniversary in 2006, the City of Brooksville does hereby congratulate its Sister City as it attains this auspicious milestone and note that it has taken the combined efforts of generations of proud residents of the City of Starke to grow and strengthen this great city to make it what it is today.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 5th day of November, 2007.

CITY OF BROOKSVILLE

David Pugh, Mayor

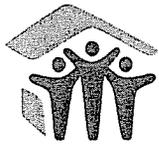
Frankie Burnett, Vice Mayor

Joe Bernardini, Council Member

Lara Bradburn, Council Member

Richard E. Lewis, Council Member

ATTEST: _____
Karen M. Phillips, City Clerk



**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

AGENDA ITEM NO. E-1
11-5-07

October 17, 2007

Officers

President:
Bob Jillings

Vice-President:
Ken Aldridge

Secretary:
Arlene Palmeri

Treasurer:
Diana Bartlett

Directors

Don Berg
Glenn Claytor
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Lisa Kiddon
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B.J. Stasek
Doug Steele
Bill Yoos
David VanHorn

Advisory Board

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

Bill Geiger, Community Development Director
201 Howell Avenue
Brooksville, Fl. 34601

Dear Mr. Geiger:

This is a formal request to withdraw our zoning change and special exception petition we submitted for 19370 Oliver Street, Brooksville, Fl. 34601.

We certainly appreciate all of the assistance that you and Pat Jobe provided to us in this process. We also appreciate the fact that the City Council was so willing to assist Habitat in this project and we appreciate their patience as we tried to work through these difficulties.

We are sorry that we were unable to come to a workable compromise, related to build-out costs, with the building owners in order for Habitat to be able to use this building.

In the end we have to make the decision based on what is financially sound for the future of Habitat's mission.

Thank you again and God Bless,

T. Robert Jillings, President
Habitat for Humanity of Hernando County

*Cliff notes for the
volunteers and staff*

Have you
remembered
Habitat in your
will?



Email: mail@habitathernando.org Web-site: www.habitathernando.org
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

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: October 22, 2007

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.

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 different 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.

At the September 10, 2007 meeting, City Council approved the first reading of Ordinance No. 750, and authorized the public hearing for second and final reading of the Ordinance to take place on October 1, 2007 at 7:00 p.m. in the City Council chambers. At the October 1, 2007 meeting, City Council continued the hearing on this petition to the November 5, 2007 meeting at 7:00 p.m., to allow the petitioners time to review and address internal issues among themselves related to Habitat for Humanity's proposed lease of the subject property.

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
Zoning/SEU Ordinance No. 750
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 different 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

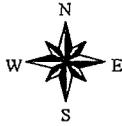
By: _____
David Pugh
Mayor

PASSED on First Reading September 10, 2007
NOTICE Published on September 21 & 28, 2007
PASSED on Second & Final Reading _____

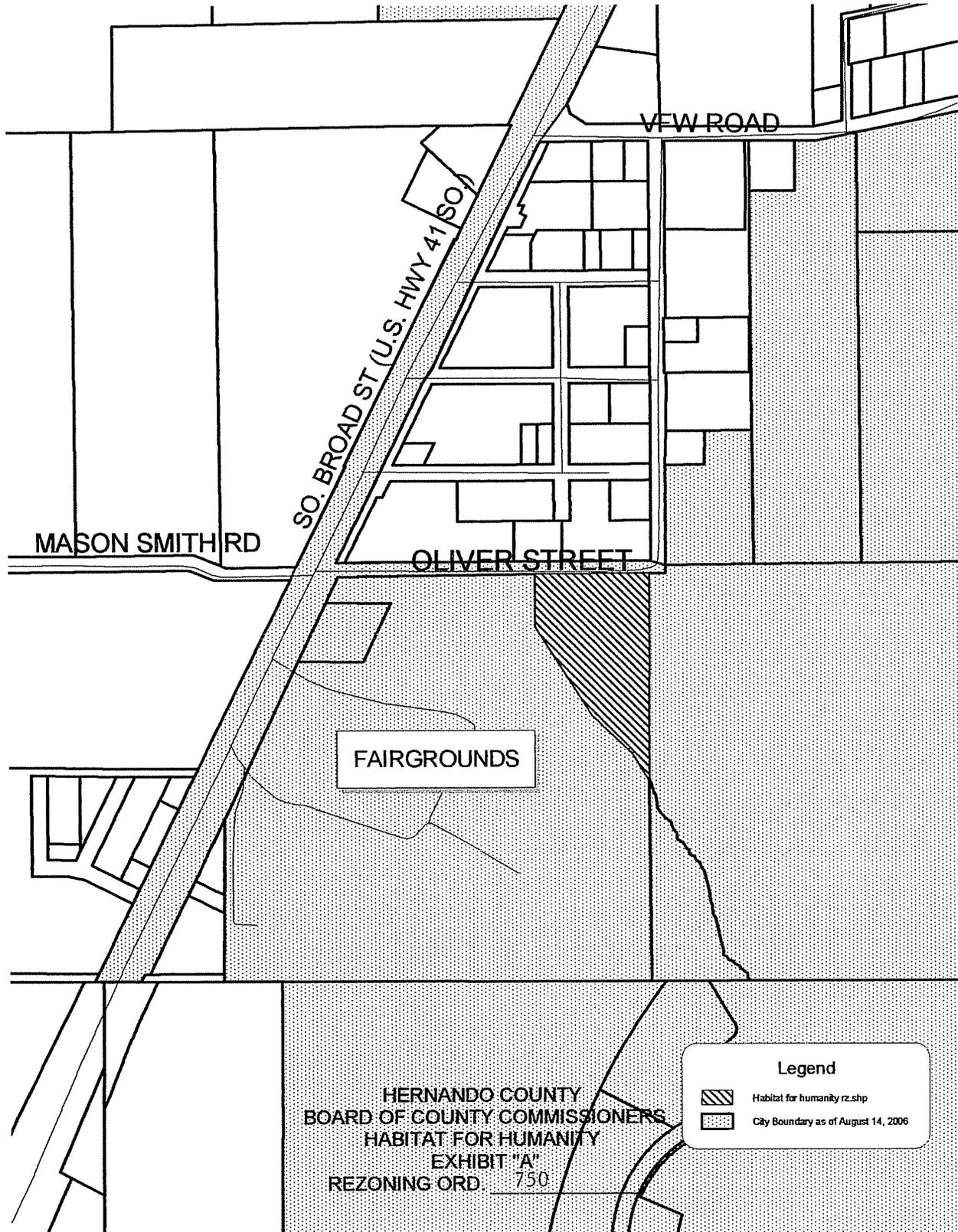
Approved as to form and content
for the reliance of the City of
Brooksville only:

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


David La Croix, City Attorney



HERNANDO COUNTY BOARD
OF COUNTY COMMISSION PROPERTY
HABITAT FOR HUMANITY



HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
HABITAT FOR HUMANITY
EXHIBIT "A"
REZONING ORD. 750

Legend

-  Habitat for humanity rz.shp
-  City Boundary as of August 14, 2006

0 0.4 Miles

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.

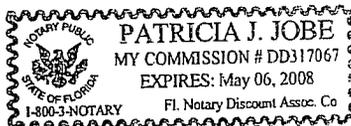
I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.

Clifford B. Fouts
Signature

STATE OF FLORIDA
COUNTY OF DeSoto

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 (~~HE~~) (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.

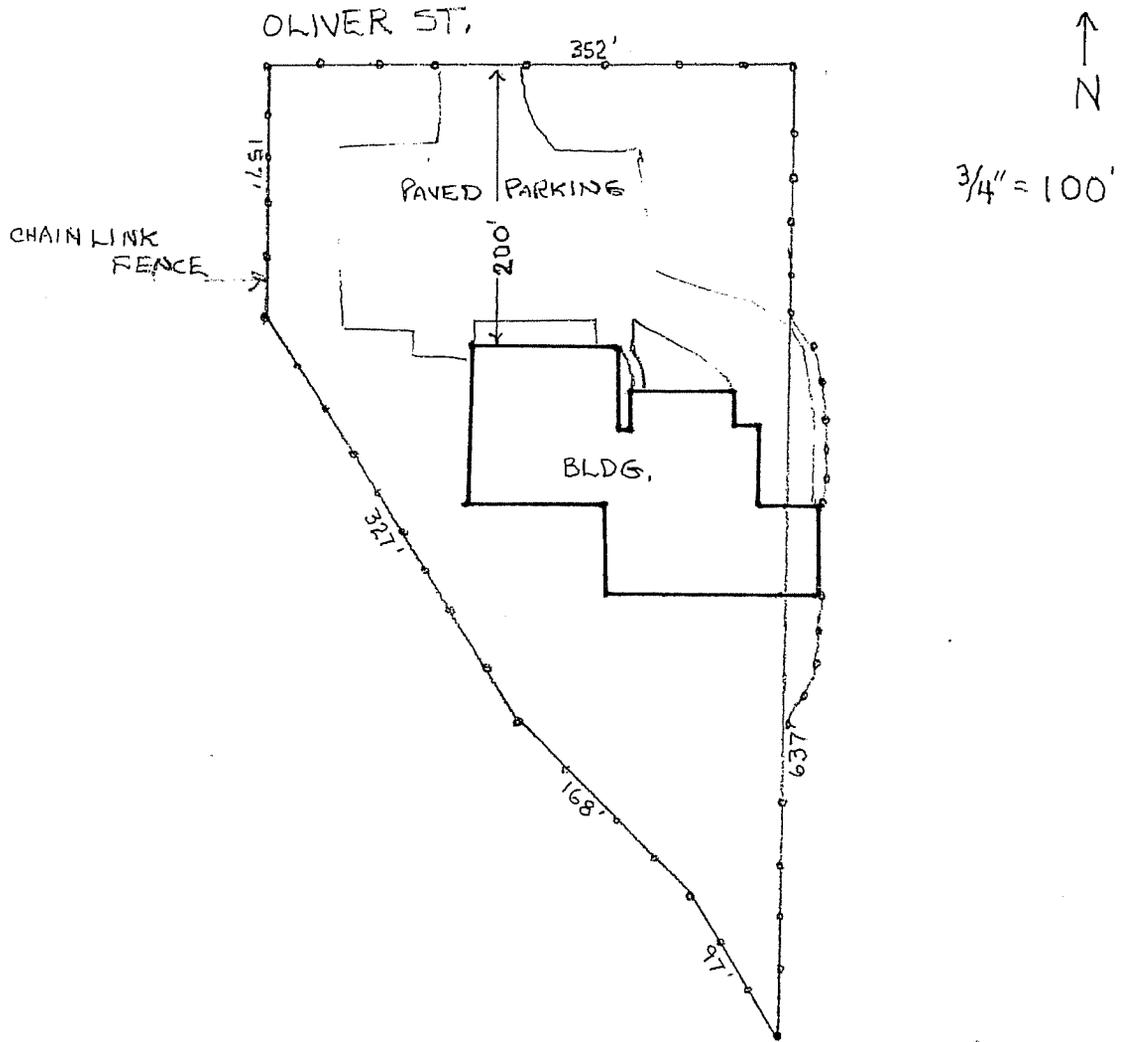
Petitioner's Name: Clifford B. Fouts for Habitat for Humanity of Hernando County, Inc.

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

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



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 EDWARD L. PARTEE

Signature _____
Print Name _____

Signature _____
Print Name _____

LANDOWNER(S):

Signature Grace M. Haines
Print Name Grace M. Haines

Signature _____
Print Name _____

G:\WP_work\Bgeig\Planning\old\boards\PET\FORMAPPT_AGT.WPD

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 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

ACKNOWLEDGMENT

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

Witness Signature: [Signature]

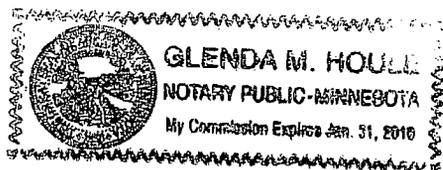
Owner/Agent Signature: Grace M. Haines

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\BOARDS\PET_FORMOWN_AFF.WPD



**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.

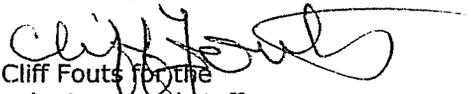
Executive Director:

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.

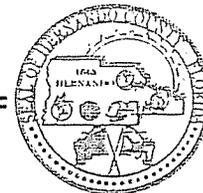
Florida Department of Agriculture and Consumer Services I.D. SC-03131

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

^π BOARD 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
FACSIMILE: (352) 796-0235
E-MAIL: MAIL@MCGEEMASONLAW.COM

PLEASE REPLY TO:
BROOKSVILLE
June 18, 2007

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

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:

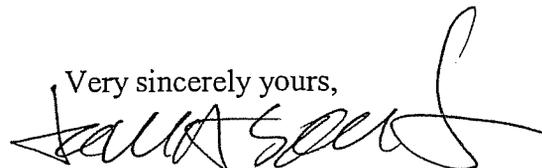
Enclosed is a copy of a letter dated June 15, 2007, which I have received from Edward L. Pardee, primary counsel, in Minnesota, for my client, Grace Haines, who I represent locally. The letter is self-explanatory.

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

REC. Council
E-1 m76.
11/05/07

MEMORANDUM		AGENDA ITEM NO.
To:	Honorable Mayor & City Council Members	
Via:	T. Jennene Norman-Vacha, City Manager <i>(Signature)</i>	
From:	Bill Geiger, Community Development Director <i>(Signature)</i>	
Subject:	CPA 2007-S3; City of Brooksville Small-Scale Comprehensive Plan Amendment, providing a land use classification for property annexed into the City	
Petitioner:	Innovators Investments Group; Presented by Gaylor Engineering	
Location:	North of Cortez Blvd, west of Hale Avenue and southeast of Mildred Ave.	
Date:	October 11, 2007	

Introduction & Background Information:

This report is for a petitioner initiated, small-scale Comprehensive Plan amendment. The subject properties related to this amendment are 5.76-acres +/-, and are located north of Cortez Blvd (S.R. 50), west of Hale Avenue and southeast of Mildred Avenue. These properties were annexed into the City on August 7, 2006, via Ordinance No. 720, and on June 4, 2007, via Ordinance No. 745. The properties have a County land use designation of Residential on the Future Land Use Map of the Hernando County Comprehensive Plan. However, the properties are within 1,320' of an established commercial node which, pursuant to established policy in the County Comprehensive Plan, allows for commercial use to be extended to this property. The County's current zoning for the property is Planned Development Project (SF) on the eastern parcel, and RIC Residential on the western parcel.

The petitioner is requesting that the City amend its Comprehensive Plan to designate this property with a Commercial future land use designation. The petitioner has expressed an intent to build a general commercial/office professional planned development project that would include professional office space, retail sales, a restaurant and a hotel. The petitioner's overall project concept plan includes a 1.95-acre ± parcel that was previously annexed and ascribed with a commercial future land use designation in the city (previously zoned PDP-OP in the county), making the total project area approximately 7.71-acres in size. For purposes of analyses, the total project area of 7.71 acres is considered within this report. Based on the County's Comprehensive Plan policies for the property, it appears that the land use designation of Commercial for this property may be considered consistent with the County's Comprehensive Plan.

The City's adoption of the proposed land use amendment will establish a land use designation for the property within the City's Comprehensive Plan, as is customary following the annexation and incorporation of property into the City's jurisdiction.

The table below identifies the proposed amendment.

Table 1 - Future Land Use Map Amendment

File No.	Existing County FLU Map Designation	Proposed City FLU Map Designation	Location	Acreage	Petitioner
CPA 2007-S3	Residential (County)	Commercial (City)	North of Cortez Blvd. (S.R. 50), west of Hale Avenue and southeast of Mildred Avenue	5.76+/-	Innovators Investment Group

The subject parcels are identified by Hernando County Property Appraiser Key #358231 (2.03-acres ±), and a portion of Key #150491 (3.79-acres ±).

DATA & ANALYSIS (As previously stated, this data and analysis section will address the total project area of 7.71-acres +/-, which includes a 1.95-acre+/- parcel that currently has a Commercial land use designation):

Natural Resources and Features:

The parcel located east and south of Mildred Avenue has a single family residence located on it. A barn structure is located on the parcel west of Hale Avenue. Vegetation on the subject properties consist of Pine and Oak trees primarily, with a medium cover underbrush. The soil on the subject properties is identified as Wachula and Blichton. Topography consists of a ridge running north and south and sloping east and west. The proposed amendment is not within nor will it affect an Area of Critical State Concern.

Compatibility with Surrounding Area:

If the land use change is approved, the property owner is proposing a Commercial Planned Development Project with up to 90,000 square feet of commercial floor area. Specifically, the project proposal is for up to 30,000-square-feet for general offices, 10,000-square-feet for general retail, a 5,000-square-foot restaurant and a 45,000-square-foot hotel. Subject to the application of appropriate performance standards and the project meeting the requirements of the City's Adequate Public Facilities Ordinance, the proposed commercial land use designation would be compatible with the surrounding area.

Public Facilities and Level of Service:

This amendment property will be served by City water and sewer services. Access will be via Cortez Boulevard and Hale Avenue. 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:

Trip Generation: Per the ITE Trip Generation Manual, the proposed land uses (which include LU Code #820 [General Commercial], #710 [General Office], #310 [Hotel] & #931 [Restaurant]), this project would generate approximately 360 vehicle trips during the P.M. Peak Hour. A more detailed traffic analysis would be required in order to address the impact of the proposed project on the level of service for the impacted road network.

Water: The daily demand for potable water is estimated to be approximately 23,500 GPD. This quantity does not cause the City to exceed its allowable maximum daily consumption of 2.24 MGD. Detailed plans are required to determine the extent of what water system improvements will be needed to serve the project.

Sewer: The estimated daily effluent generation is approximately 21,500 GPD. The project's effluent can currently be accommodated by the City's treatment capacity, which is currently being expanded from 1.5 to 3.0 MGD. Detailed plans are required to determine the extent of what wastewater system improvements will be needed to serve the project.

Drainage: The subject site is located within Flood Zone C, which is defined as an area exhibiting minimal flood potential. No wetlands have been identified within 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.

Recreation Facilities: Not applicable to a commercial project.

Consistency with the Comprehensive Plan: This plan amendment represents a small-scale amendment permitted under state law [as defined in Section 163.3187(1)(c), F.S.]. The proposed land use amendment provides a future land use designation for the subject property that appears to be compatible with growth and development patterns in the area. Additional information and support documents for the proposed plan amendment are contained in the petitioner's application documents.

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

Legal Note: The processing of this amendment is subject to the review and approval by the City's legal counsel.

Public Input: 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. Three individuals that own property in the vicinity of the subject site spoke against the petition at the Planning & Zoning Commission meeting on October 10, 2007. Concerns cited by these individuals included the impact of additional traffic on Hale Avenue, the proximity and buffering of commercial property adjacent to residential, lighting, fear that the commercial area would connect to Mildred Avenue, tree removal that would occur with project development and the potential height of commercial structures with future development of the property.

Staff and Planning & Zoning Commission Recommendation:

At their meeting on October 10, 2007, the Planning and Zoning Commission concurred with the staff recommendation to find that the proposed Future Land Use Map Amendment CPA 2007-S3 is consistent with the City's Comprehensive Plan, and recommend that the City Council, sitting as the Local Planning Agency (LPA), hold a public hearing to receive and consider input from the general public related to the Comprehensive Plan Amendment. After holding the Public Hearing as the LPA, the City Council should then hold a public hearing to take action on an Ordinance to adopt the Plan amendment, and authorize the Mayor to sign the transmittal letter to send the Comprehensive Plan Amendment to the appropriate agencies as required by Statute.

- Attachments:
- (1) Draft Submittal Letter prepared pursuant to Section 9J-11.015(1), F.A.C.
 - (2) Form RPM-BSP-Small Scale-3 & Transmittal Check list
 - (3) Draft Ordinance No. 755
 - (4) CITY OF BROOKSVILLE PROPOSED FUTURE LAND USE MAP AMENDMENT - CPA 2007-S3
 - (5) Petition (As submitted by Innovators Investment Group)
 - (6) Site Plan

ORDINANCE NO. 755

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO PROCEDURES ESTABLISHED IN SECTIONS 163.3187(1)(C), FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, empowers the City Council of the City of Brooksville, Florida, hereinafter referred to as the City Council, to prepare, adopt, implement and amend city ordinances; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the City Council to prepare, adopt, implement and amend a Comprehensive Plan by ordinance; and

WHEREAS, Application No. CPA 2007-S3 to amend the Future Land Use Map of the Comprehensive Plan, has been filed with the City; and

WHEREAS, the City Council of the City of Brooksville, Florida, has been designated as the Local Planning Agency of the City of Brooksville, Florida, hereinafter referred to as the Local Planning Agency; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for amendment, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, and at said public hearing, the City Council, serving as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for amendment, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, and endorsed the approval of said application for amendment, as described herein, to the City's Comprehensive Plan; and

WHEREAS, the City Council (serving as the Local Planning Agency) did on November 5, 2007, review and consider all comments received during a public hearing, including recommendations of the City's Planning and Zoning Commission, and the Comprehensive Plan Amendment support documents concerning said application for amendment as described herein, to the Future Land Use Map of the City's Comprehensive Plan; and on November 19, 2007, the City Council, sitting as the governing body, did hold the required public hearing, with public notice having been provided, under the provisions of the small-scale development amendment procedures established in Sections 163.3187(c), Florida Statutes, on said application for amendment, as described herein, to the Future Land Use Map of the City's Comprehensive Plan; and

WHEREAS, the City Council has determined and found said applications for amendments, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, to be consistent with the Future Land Use Element's goals, objectives and policies, and those of other affected elements of the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council has determined and found that approval of said applications for amendments, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, would promote the public health, safety, morals, order, comfort, appearance, prosperity, or general welfare of the community.

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

Section 1: The following small-scale amendment to the City of Brooksville Comprehensive Plan is hereby approved:

Future Land Use Map Amendment

File No.	Existing Future Land Use Map Designation	Proposed Future Land Use MAP Designation	Location	Acres	Petitioner
CPA 2007-S3	Residential (County)	Commercial (City)	North of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue	5.76+/-	Innovators Investment Group, LLC

CPA 2007-S3

Pursuant to a Comprehensive Plan Amendment application, CPA 2007-S3, by Innovators Investment Group, LLC, to amend the Future Land Use Map of the City's Comprehensive Plan, specifically amending the future land use classification of the following described property, as graphically shown on Exhibit "A" attached to this Ordinance, from RESIDENTIAL to COMMERCIAL:

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, GO THENCE NORTH 88°38'58" WEST ALONG THE ¼ SECTION LINE A DISTANCE OF 847.04 FEET; THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 666.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 125.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WESTERLY 40 FEET THEREOF TO BE USED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE NORTH 88°38'58" WEST ALONG THE ¼ SECTION LINE, A DISTANCE OF 847.04 FEET, THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 791.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WEST 20 FEET THEREOF AND ALSO LESS THE EAST 20 FEET OF THE WEST 40 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE RUN SOUTH 00°42'18" EAST ALONG THE EASTERLY BOUNDARY OF SAID NORTHEAST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 546.28 FEET, THENCE RUN NORTH 89°13'57" WEST A DISTANCE OF 119.34 FEET TO THE WESTERLY RIGHT-OF-

WAY LINE OF HALE AVENUE AND THE POINT OF BEGINNING, THENCE RUN SOUTH 00°34'34" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 434.52 FEET, THENCE RUN SOUTH 89°53'26" WEST ALONG THE NORTHERLY BOUNDARY AND THE EXTENSION THEREOF OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 118, PAGE 260, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA A DISTANCE OF 364.80 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, THENCE RUN SOUTH 00°49'09" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 217.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ BOULEVARD (S.R. 50), THENCE RUN ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°34'09" WEST A DISTANCE OF 346.06 FEET, THENCE RUN NORTH 00°03'53" WEST A DISTANCE OF 249.76 FEET TO THE SOUTHERLY BOUNDARY OF A PARCEL DESCRIBED IN OR BOOK 74, PAGES 620 THROUGH 635, OF SAID PUBLIC RECORDS, THENCE RUN SOUTH 89°13'57" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 333.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, THENCE RUN NORTH 00°03'53" WEST ALONG THE EASTERLY BOUNDARY AND THE EXTENSION THEREOF OF SAID PARCEL A DISTANCE OF 415.00 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 1367, PAGES 672 AND 673, THENCE RUN SOUTH 89°13'57" EAST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 379.93 FEET TO THE SOUTHEAST CORNER OF SAID PARCELS AND THE POINT OF BEGINNING. LESS THAT PORTION DEEDED TO THE STATE OF FLORIDA IN OR BOOK 1152, PAGE 1802, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. SUBJECT TO AN EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OR BOOK 749, PAGE 1721, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

LESS

A PARCEL OF LAND LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE S 00° 42' 18" E, ALONG THE EASTERLY BOUNDARY OF SAID NORTHEAST 1/4, 546.28 FEET; THENCE N 89°13' 57" W 119.34 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HALE AVENUE, THENCE S 00°34' 34" W, ALONG SAID WESTERLY RIGHT OF WAY LINE 434.52 FEET; THENCE S 89° 53' 26" W, ALONG THE NORTHERLY BOUNDARY AND THE EXTENSION THEREOF OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 118, PAGE 260 OF SAID PUBLIC RECORDS, 364.80 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL AND THE POINT OF BEGINNING; THENCE S 00° 49' 09" E, ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL, 217.44 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (CORTEZ BOULEVARD); THENCE S 89° 34' 09" W, ALONG SAID RIGHT OF WAY LINE, 346.06 FEET; THENCE N 00°03' 53" W, 249.76 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND (STEVE AND GERRY MANUEL PARCEL) DESCRIBED IN OFFICIAL RECORDS BOOK 74, PAGES 620 THROUGH 635 OF SAID PUBLIC RECORDS; THENCE S 89° 13' 57" E, ALONG THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL, 342.90 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE S 00°19' 09" E 25.15 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL AND THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

Section 2. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of and to exercise the authority set out in the Local Government Comprehensive Planning and Land Development Regulations Act, Sections 163.3161 through 163.3215, Florida Statutes and Chapter 97-351 Laws of Florida, as amended.

Section 3. Adoption of Amendment to Comprehensive Plan. The plan amendment to the City of Brooksville Future Land Use Map, as described hereto, is hereby adopted by the City of Brooksville.

Section 4. Severability. If any provision, word, sentence, or paragraph of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions, words, sentences, paragraphs and portions of this Ordinance shall remain in full force and effect.

Section 5. Conflict. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. Effective Date. This plan amendment shall become effective immediately upon the adoption of this Ordinance.

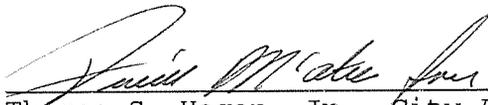
CITY OF BROOKSVILLE

Attest: _____ By: _____
Karen M. Phillips, City Clerk 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:

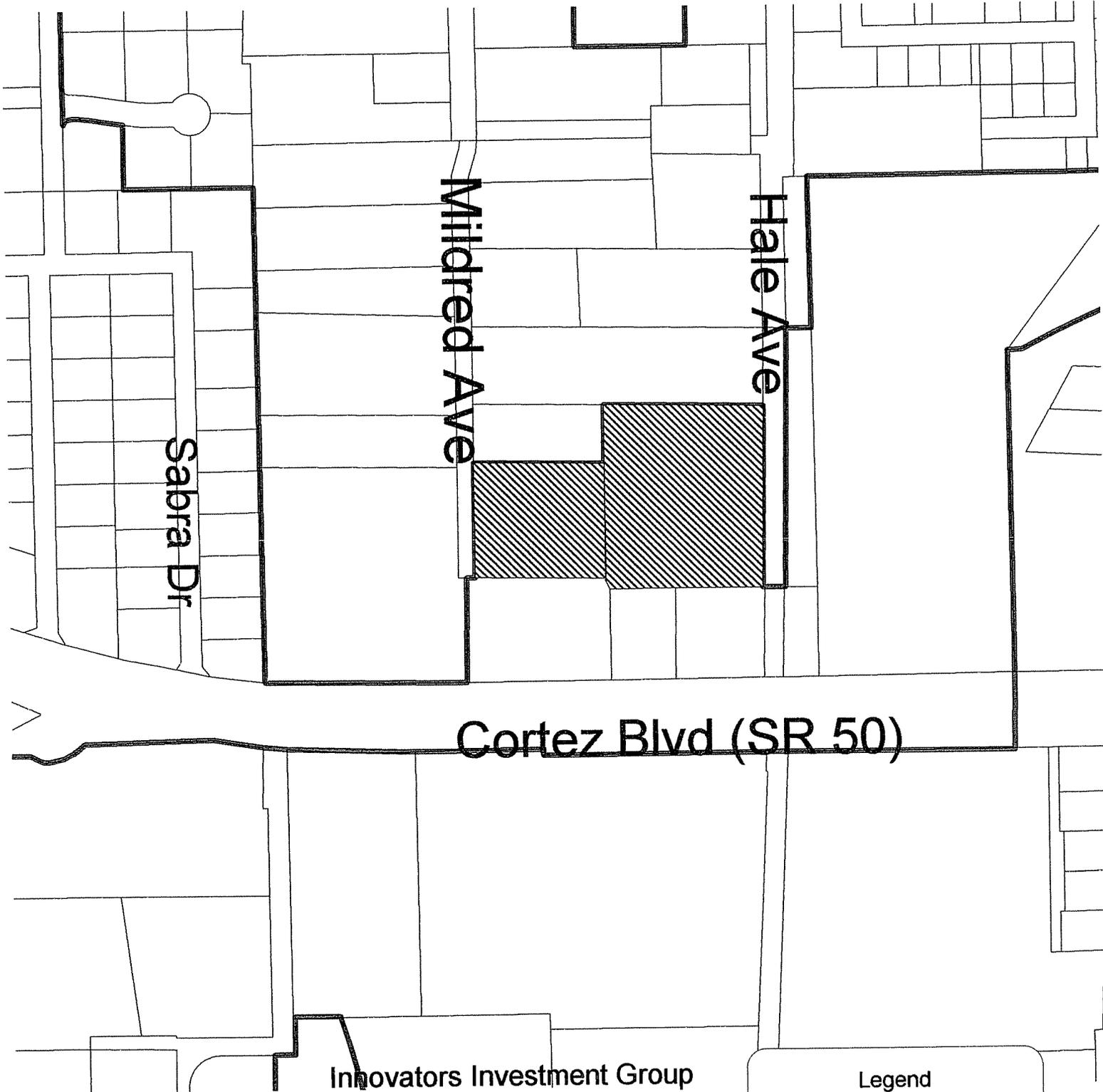
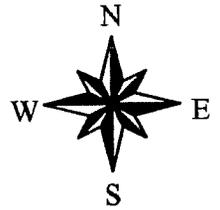
VOTE OF COUNCIL:
Bernardini _____
Bradburn _____
Burnett _____
Lewis _____
Pugh _____



Thomas S. Hogan, Jr., City Attorney



Innovators Investment Group Properties



Innovators Investment Group Small Scale Comprehensive Plan Exhibit "A"

Ord. No. 755

Legend

-  Innovators investment group.shp
-  Cityboundary_7_31_07.shp

Date

Mr. D. Ray Eubanks, Planning Manager
Florida Department of Community Affairs
Bureau of Local Planning
Plan Processing Team
Sadowski Building
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

MAILED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Submittal of Adopted Small-Scale Amendment to the Future Land Use Map of the City's Comprehensive Plan (Ref. No. Brooksville CPA 2007-S3)

Dear Mr. Eubanks:

Please find enclosed, in accordance with Sections 163.3187(1)(c), Florida Statutes and Rule Section 9J-11.015(1), Florida Administrative Code, one copy of the above-referenced adopted Small-Scale Amendment to the Future Land Use Element/Maps of the Comprehensive Plan.

The City Council serving also as the Local Planning Agency held the public hearings concerning the amendment to the future land use map of the Comprehensive Plan on _____ and _____, after public notice was issued as required. At the second public hearing, the City Council adopted the amendment and authorized its submittal to the State and Regional Planning Council. Copies of the public notice(s) for the public hearings are enclosed.

The amendment involves property totaling 5.76 acres +/- in size. The cumulative total number of acres for small-scale amendments that the City of Brooksville has approved for calendar year 2007, including this amendment, is 8.40 acres +/-.

The proposed amendment is not subject to an area of critical state concern. The proposed amendment is not related to a proposed Development of Regional Impact pursuant to Chapter 380, Florida Statutes.

The proposed amendment is exempt from the twice per year limitation on the adoption of comprehensive plan amendments.

The proposed amendment is not proposed to be adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

All of the applicable items required by Rule 9J-11.015(1)(2), F.A.C. are enclosed with this submittal. The City has also enclosed the Comprehensive Plan Citizen Courtesy Information List which was made available at the public hearings to anyone who expressed an interest in being advised of the Department's Notice of Intent determination. No one provided information on the form.

Page 2
Mr. D. Ray Eubanks
CPA 2007-S3

Bill Geiger, the City's Community Development Director, is the person who is familiar with the proposed amendment and can be contacted in writing at 201 Howell Avenue, Brooksville, Florida 34601, or by telephoning (352) 544-5430 (fax number 352-544-5429), or by email at bgeiger@ci.brooksville.fl.us

The adopted amendment is available for public inspection during regular business hours at the Brooksville Community Development Department located at 201 Howell Avenue, Brooksville, Florida.

Sincerely,

David Pugh
Mayor

Enclosures

xc: Michael R. Moehlman, Executive Director, Withlacoochee Regional Planning Council
Ronald F. Pianta, Planning Director, Hernando County Local Planning Agency,
Ken Pritz, Facility & Support Operations Executive Director, Hernando County School Board
File

AMENDMENTS EXEMPT FROM STATE AND REGIONAL REVIEW

1. Name of Local Government Brooksville

Person completing this form Bill Heiser

Phone Number 352-544-5430

Name of Newspaper in which notice of amendment was published Hernando Today

Date Publication Noticed 12-9-28-07
(Please attach copy of notice)

2. Please indicate type of amendment being submitted:

- a. a map amendment directly related to proposed small scale development activities that meet the criteria of Section 163.3187(1)(c), F.S.;
- b. a map amendment solely to property within an urban service boundary that meets the criteria of Section 163.3184(17), F.S.;
- c. a map amendment solely to property within a designated urban infill and redevelopment area pursuant to Section 163.3184(18), F.S.;
- d. a plan amendment associated with an area certified pursuant to Section 163.3246, F.S.

Please complete the following information if amendment is submitted under 2(a):

3. If amendment contains a residential land use category indicate:

density allowed prior to change N/A dwelling unit(s) per acre.
density allowed after change N/A dwelling unit(s) per acre.

4. Number of acres of small scale development amendments contained in package: 5.76

- a. Within Urban Infill, Urban Redevelopment or Downtown Revitalization as defined by Section 163.3164, FS 0
 - b. Within Transportation Concurrency Exception Area pursuant to Section 163.3180(5), FS 0
 - c. Within Regional Activity Centers or Urban Central Business Districts pursuant to Section 380.06(2)(e), FS 0
 - d. Within a Rural Area of Critical Economic Concern pursuant to Section 163.3187(1)(c)4, FS 0
- (Please attach certifying letter to OTTED)
- e. Outside categories a., b. c. and d. 0

5. Cumulative total number of acres of small scale development amendments for the calendar year: 8.40

- a. Categories listed in Item 4 a, b, c and d. above 0
- b. Categories listed in Item 4 e above 0

6. Total number of acres of small scale development amendments in this package that are located within the coastal high hazard area as identified in the comprehensive plan 0

Pursuant to Rule 9J-11.015(1)(b)5, Florida Administrative Code, this form must be mailed with all amendments as defined by Section 9J-11.015(1)(a) Florida Administrative Code to:

DEPARTMENT OF COMMUNITY AFFAIRS
PLAN PROCESSING SECTION
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(850) 488-4925

9J-11 TRANSMITTAL REQUIREMENTS FOR THE SUBMISSION OF ADOPTED SMALL- SCALE COMPREHENSIVE PLAN AMENDMENTS

APRIL 2006

NUMBER OF COPIES TO BE SUBMITTED: Please submit within ten working days after adoption, one copy of all plan amendment materials, which may be on CD ROM in Portable Document Format (PDF), including graphic and textual materials and support documents directly to the Florida Department of Community Affairs, Division of Community Planning, Plan Processing Team and one copy each to the appropriate Regional Planning Council and any other local government or governmental agency in the state of Florida that has filed a written request with the local government.

SUBMITTAL LETTER REQUIREMENTS: Please include the following information in the transmittal cover letter transmitting the adopted small-scale amendment (9J-11.015(1), F.A.C.):

A statement indicating that the local government is submitting the adopted small-scale amendment in accordance with Section 163.3187(1)(c), F.S.;

A statement identifying the number of acres of the small-scale amendment;

A statement identifying the cumulative total number of acres for small-scale amendments the local government has approved for the calendar year;

A statement identifying whether the amendment involves the same property that was granted another change within the prior 12 months.

A statement identifying whether the amendment involves the same owner's property within 200 feet that was granted a change with the prior 12 months.

A statement identifying whether the proposed amendment involves a text change.

A statement identifying whether the amendment is within an area of critical state concern.

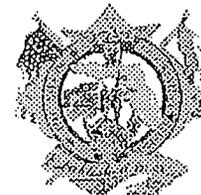
A statement indicating the residential land use density before and after the adopted change if the land use change contained a residential land use category

A statement indicating the that the amendment has been submitted to the appropriate Regional Planning Council, the Office of Tourism, Trade and Economic Development (if amendment is being adopted pursuant to Section 163.3187(1)(c)4, F.S.) and any other local government or governmental agency in the state of Florida that has filed a written request with the local government.

The name, title, address, telephone and fax number of the local contact person.

ADOPTION: The amendment package must include the following (see 9J-11.015(1), (2), F.S.):

One copy of the executed ordinance(s) adopting the small-scale development amendment (Rule 9J-11.015(1)(b)2, F.A.C.);



CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION, AMENDMENT OF THE FUTURE LAND USE MAP OF THE BROOKSVILLE COMPREHENSIVE PLAN, AND AMENDMENT OF THE OFFICIAL ZONING MAP

(DO NOT WRITE IN THIS SPACE, FOR CITY OFFICE USE ONLY)

Petition # _____ Annexation _____ FLUMA _____

Date received: _____ Amount Paid: \$ _____

Tentative dates of Hearings: _____

Property Owner

Name: Innovators Investment Group/ Dan Pitts and Bob Nelson

Address: P.O. Box 671

City: Lutz State: FL Zip: 33548 Phone/Fax: 813-909-8393
Fax: 813-909-8373

Applicant

Name: Innovators Investment Group/ Dan Pitts and Bob Nelson

Address: P.O. Box 671

City: Lutz State: FL Zip: 33548 Phone/Fax: 813-909-8393
Fax: 813-909-8373

Agent

Name: Michael J. Gaylor, P.E./ Gaylor Engineering

Address: Osprey Cove Professional Park/ 21764 State Road 54

City: Lutz State: FL Zip: 33549 Phone/Fax: 813-949-5599
Fax: 813-949-0818

General Information

Property Location and/or Address: Mildred Avenue West of Hale Road
and North of S.R. 50

Legal Description: SEE ATTACHED EXHIBIT "A"

Tax Parcel #: R27 222 19 3580 0000 0020 Parcel Key #: 00150491
R27 422 19 0000 0270 0000 00358231

Site Acreage: 7.71 acres
(a) Incorporated Area: 7.71 acres
(b) Unincorporated Area:
(c) TOTAL ACREAGE 7.71 acres

Existing and Proposed Land Use & Zoning Information

Present Zoning/Land Use Map Designation: Professional Office and Single Family/
Commercial and low density RESIDENTIAL

Proposed Zoning/Land Use Map Designation: Planned Development Project/ Commercial

Land Use Map Amendment Required: Yes XX No From To

For All Development:

Flood Zone: C Base Elevation Required: N/A

Residential Development:

Total # Units: N/A Single Family: Multi-Family:

Non Residential Development:

Total Non-Residential Floor Area: 90,000

Commercial 60,000 Professional 30,000 Industrial N/A

Mixed Use N/A

Description of Existing Land Uses on the subject property:

Mostly vacant with one single family house

Description of Existing Land Uses surrounding the subject property:

North - Vacant and Residential
East - Vacant
West - Vacant
South - Cortez Boulevard/ S.R. 50

Proposed Use of the subject property (development description, schedule, and phases):

Motel, Professional Offices, Retail Sales and Restaurant

Maximum allowable density under adopted future land use map designation:

N/A

Maximum allowable density under proposed future land use map designation:

N/A

Analysis of Soils and topography on the site:

The site soils are Wachula and Blichton. Topography consists of a ridge running north and south and sloping east and west.

Analysis of flood prone areas on the site:

None

Analysis of vegetation and natural resources on the site:

The site has a significant number of pine and oak trees along with a medium cover of understory brush.

Analysis of historical/archeological resources on the site:

None listed or known

Analysis of the relationship of the amendment to adopted population projections:

Development will not increase population

Analysis of the impact of amendment on levels of service:

Traffic: ITE 820 General Commercial 155.09
710 General Office 22.6
310 Hotel 8.92
931 Restaurant 89.95
Total Trips per day 3,393

Potable Water: 23,500

Sanitary Sewer: 23,500 GPD

Drainage:

Onsite retention with predevelopment runoff

Solid Waste: 2,214 pounds/day

Parks and Recreation: No impact due to commercial nature of project

Submittal Requirements

*The following **MUST** be furnished with this application:*

- Signed and sealed survey
- Application Form
- Justification for analysis responses (computations, copies of original analyses)
- Proof of Ownership (Warranty Deed, Title Certification, etc.)

Application fee(s):

Comprehensive Plan Amendments:	
Text Amendment	\$ <u>500.00</u>
Map Amendment.....	\$ <u>500.00</u>
Voluntary Annexation.....	\$ <u>No Fee</u>
Advertising Fee (to be billed to petitioner by newspaper).....	\$ _____
Certified Letters @ \$4.92 each	\$ _____

5.51

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I (we) certify that Michael J. Gaylor, P.E. is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

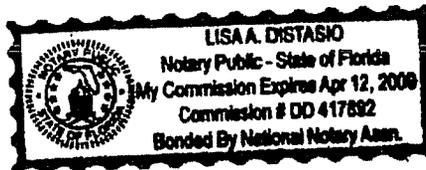
Date: 8-22-07
Date: 8-22-07
Date: _____

Title Holder: _____
Title Holder: _____
Title Holder: _____

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 22 day of August, A.D. 2007 by Don Pitts and Bob Nelson, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Notary Public LISA A. DISTASIO



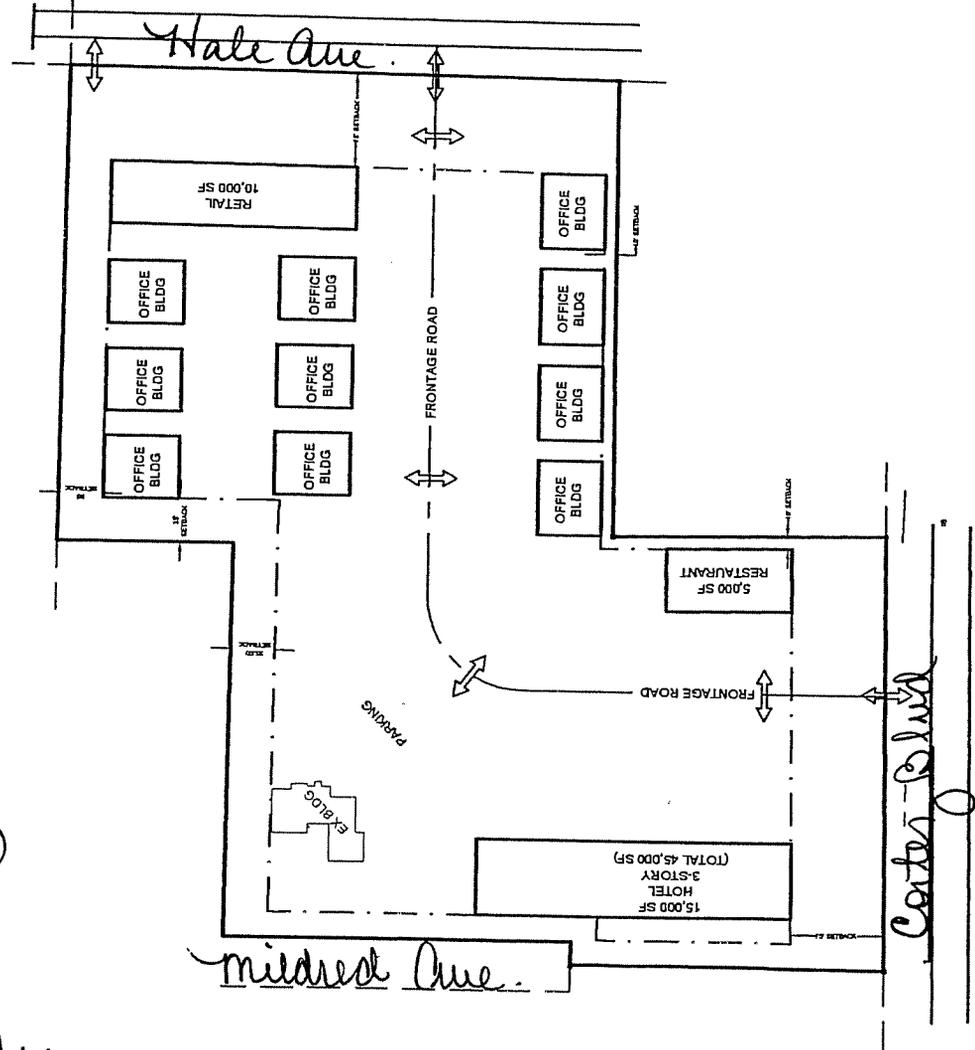
CPA2007.S3

list street names on map.

tho,

(Signature)

SECTION 27, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA



ORD. # 755

1	
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8	
8/23/07	
INNOVATORS INVESTMENT GROUP	
<i>Saylor Engineering</i>	
<small>14500 S. W. 11th Ave. Miami, Florida, USA PH: (305) 785-9444 FAX: (305) 785-9440</small>	
DATE:	08-23-07
PROJECT No.	07013
SHEET	1 OF 1
TITLE:	

EXHIBIT "A"
to Ordinance No. 755



City of Brooksville
Future Land Use Map
(EXCERPT)

LEGEND

- HISTORICAL CENTRAL BUSINESS RESIDENTIAL DISTRICT
- CITY BOUNDARY (As of 6/18/2007)
- MAJESTIC OAKS MIXED USE DISTRICT
- COMMERCIAL
- SUBURBAN RESIDENTIAL
- INDUSTRIAL
- SOUTHERN HILLS PLANTATION MIXED USE DISTRICT
- SINGLE FAMILY RESIDENTIAL
- CONSERVATION
- MULTI-FAMILY/MOBILE HOME
- PUBLIC FACILITIES AND LAND
- RECREATION



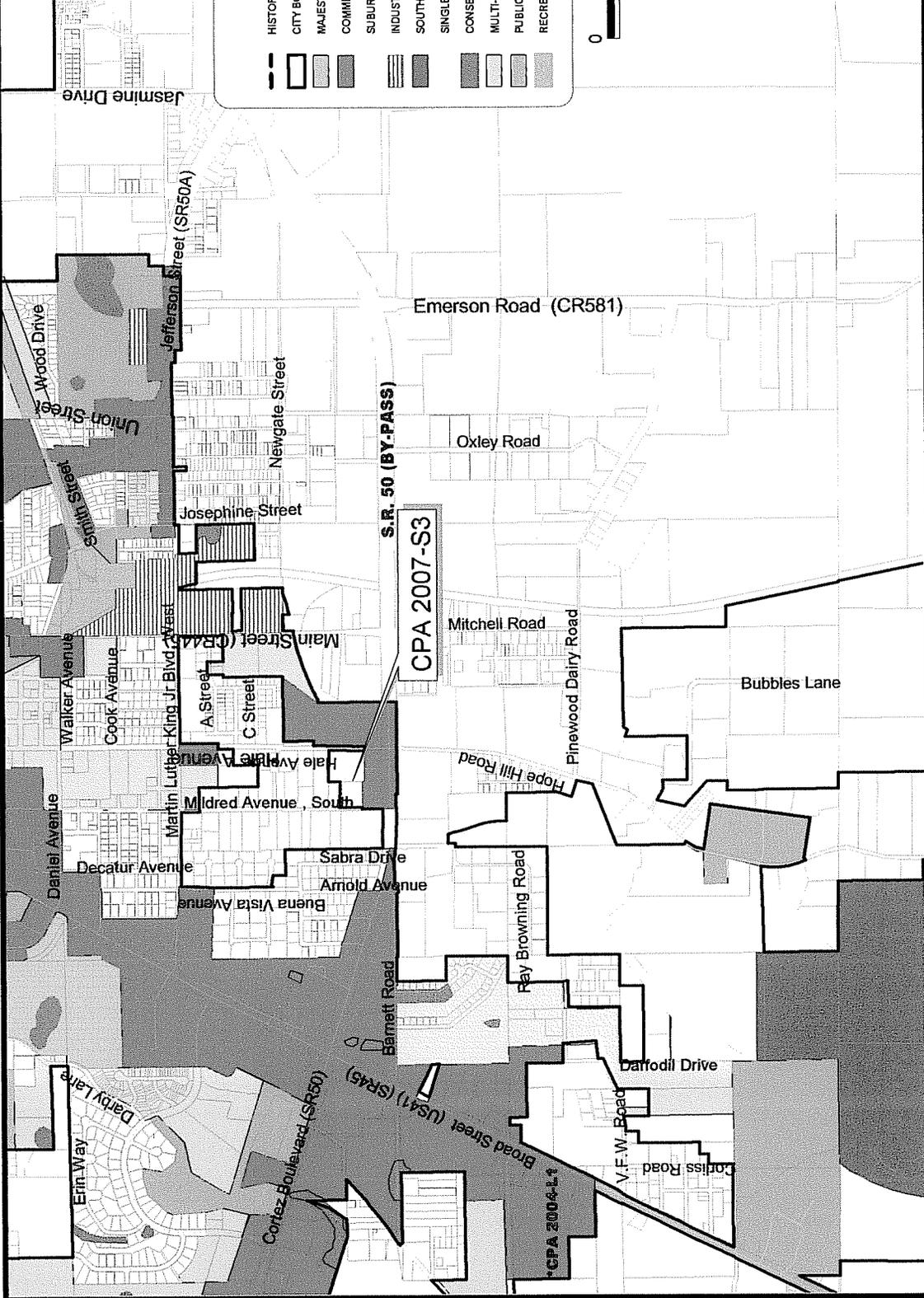
*Intensity/Density of the parcel labeled as CPA 2004-L1 shall be controlled by Subsection A of the standards established for "Commercial" in Policy 1-5 of the Future Land Use Element GOPS.

Revised 10/10/2007 for CPA 2007-S3;
Adopted map pursuant to Ordinance No.

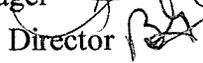
Sources: Hernando County
Property Appraiser - parcel data;
Additional information by City
of Brooksville

Disclaimer: This map and/or digital data is for planning purposes only and should not be used to determine the precise location of any feature. The City of Brooksville & CEA, Inc. provides no warranty for the accuracy or availability of data.

g:\esri\projects\cpa_film_10102007_S3.apr



MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager 
From: Bill Geiger, Community Development Director 
Subject: RZ2007-07 and SE2007-13; Petitioner is requesting a zoning classification of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP consisting of General Commercial, Professional Office category uses.
Petitioner: Innovators Investment Group, LLC (Petition presented by Gaylor Engineering)
Location: The properties are located north of Cortez Boulevard, west of Hale Avenue and east of the south side of Mildred Avenue - See attached drawing.
Date: October 12, 2007

Introduction & Background Information:

The subject combined properties are 7.76 acres ±. The subject properties were annexed on August 7, 2006, via Ordinance No. 720 (Harris property - 5.73 acres ±) and on June 4, 2007 via Ordinance No. 745 (Gamba property - 2.03 acres ±). A Comprehensive Plan Amendment assigning a Future Land Use of Commercial for 1.95 acres ± of the subject site (fronting on Cortez Boulevard) was approved by the City on January 22, 2007, and the Department of Community Affairs on February 5, 2007. A land use amendment is currently being processed to assign a Commercial land use to the balance of the property. A single family residence is located on the subject parcel that fronts on Mildred Avenue, and an old barn is located on the property just west of Hale Avenue.

At this time the property owner is requesting that the City assign a zoning designation of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses. Zoning of this property for the proposed project is contingent on the processing and approval of a land use amendment for the northern 5.78 acres of the subject site.

Land Use/Zoning:

The southerly 1.95 acres ± of the subject site has a City land use designation of Commercial on the City's Future Land Use Map (FLUM) of its Comprehensive Plan, and was zoned OP-PDP in the County. The balance of the subject property has a County land use designation of Residential with the eastern portion of the property being zoned PDP-SF, and the western portion zoned R1C. A City small-scale Comprehensive Plan Amendment to designate the northern portion of the subject site with a future land use designation of Commercial is currently being processed, and it is noted that this zoning request is contingent on the land use being approved.

Factual Information:

1. The southerly 1.95 acres ± of the subject site has a City land use designation of Commercial on the City's Future Land Use Map (FLUM) of its Comprehensive Plan, and was zoned OP-PDP in the County. The balance of the subject property has a County land use designation of Residential with the eastern portion of the property being zoned PDP-SF, and the western portion zoned R1C.

PAGE 2

RZ2007-06 & SE2007-13

Innovators Investment Group, LLC

November 5, 2007

2. A City small-scale Comprehensive Plan Amendment to designate the northern portion of the subject site with a future land use designation of Commercial is currently being processed. This zoning request is contingent on the land use being approved.
3. The properties for this petition's zoning total approximately 7.76 ± acres.
4. The subject parcel east of Mildred Avenue has a single family residence located on it and the parcel west of Hale Avenue contains an old barn structure. The balance of the property is undeveloped.
5. The developer is proposing to development the entire site with office spaces, retail shops, a restaurant and a 3-story hotel. Site development will be required to address conservation, drainage, open space areas and all other applicable development regulations.
6. The subject properties will have access from Cortez Boulevard and Hale Avenue. A frontage road will be constructed through the site to facilitate east-west access.
7. The on site soil types include Wachula and Blichton.
8. The properties are located in flood zone C (as per the FIRM).
9. The developer will be required to negotiate a utility service agreement with the City of Brooksville to facilitate the provisions for and determine the availability of water and sewer services to the property.
10. The subject properties are not located within a wellhead protection area.

As noted, the subject properties have been annexed into the City of Brooksville's jurisdiction. Development of portions of this property are subject to being consistent with the County's land use and zoning regulations until a Comprehensive Plan Amendment assigning a City land use is accomplished. Assigning a Planned Development Project (PDP) zoning designation with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses is consistent with development patterns in this area.

The petitioner proposes to develop the site with office spaces, retail sales, a restaurant and a hotel. Development will be subject to meeting all applicable federal, state and local development and permitting requirements. The developer will be required to comply with the City's landscaping, buffers and tree protection regulations.

The developer is proposing two points of access to the property. One access drive will connect to Cortez Boulevard. The other access drive will connect to Hale Avenue. A frontage road will be required to connect Hale Avenue with property located to the west of the subject site. A traffic study will be required to establish the proposed developments impacts on the transportation network, as well as mitigation measures that may be required to address any deficiencies or safety issues.

The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.

PAGE 3
RZ2007-06 & SE2007-13
Innovators Investment Group, LLC
November 5, 2007

The concept plan submitted with this petition is very general in its scope. The final, detailed PDP development plan will be required to be submitted for review and approval by the Planning & Zoning Commission and the City Council.

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

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

Legal Note: The processing of this amendment is subject to the review and approval by the City's legal counsel.

Public Input: 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. Three individuals that own property in the vicinity of the subject site spoke against the petition at the Planning & Zoning Commission meeting on October 10, 2007. Concerns cited by these individuals included the impact of additional traffic on Hale Avenue, the proximity and buffering of commercial property adjacent to residential, lighting, fear that the commercial area would connect to Mildred Avenue, tree removal that would occur with project development and the potential height of commercial structures with future development of the property.

NOTE: The Zoning/Special Exception Use process is a land use determination which does not constitute a permit for either construction on or use of the property. These actions are not considered a Certificate of Concurrency. Prior to use of or construction on the property, the petitioner must receive approval from the appropriate City and/or other governmental agencies that have regulatory authority over the proposed development. The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any City land use ordinances. Homeowner's associations or architectural review committees may require submission of plans for their review and approval. The applicant for this land use request should contact the local association (if there is one) and review the Public Records for all restrictions that may be applicable to this property.

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

STAFF AND PLANNING & ZONING COMMISSION RECOMMENDATION:

At their October 10, 2007 meeting, the Planning and Zoning Commission concurred with staff to recommend that City Council approve an ordinance for the subject properties to assign a zoning designation of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses, subject to the following performance conditions (modifications made by the Commission and agreed to by staff are noted in strikethrough/underline format):

1. Within one year of the final approval of the Comprehensive Plan Amendment and City Council's approval of the Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses, the petitioner/developer will need to provide a final detailed PDP development plan that addresses performance standards specified by code and this approval. Said final plan is subject to review and approval by the Planning & Zoning Commission and the governing body of the City of Brooksville. Failure to submit the final plan within the specified time frame will result in this SEU approval becoming null and void.
2. The petitioner/developer must obtain all permits and meet all applicable land development regulations, for construction or use of the property.
3. The minimum building setbacks for this project are as follows:

From Cortez Boulevard -	75'
From Hale Avenue -	75'
From all other property lines -	35'
Separation between buildings -	15'
Setbacks from internal drive lanes -	10'
4. The maximum building height is three stories.
5. A maximum of one access drive to Cortez Boulevard and one access drive to Hale Avenue is allowed, subject to the permitting requirement of agencies having jurisdictional authority on those roadways.
6. 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. Enhanced buffering in the form of an eight (8) foot opaque fence or wall will be required between the subject property and adjacent residential properties, and directional lighting is required to be installed so as to minimize impacts to adjacent property. Said buffers shall be designed and submitted to the Community Development Department for review and comment, and will be subject to review and possible modification as part of the public meeting processing for the final Planned Development Project Plan.
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 shall provide for crosswalks and underground drainage where appropriate.
8. The developer will be required to successfully negotiate a utility service agreement with the

PAGE 5

RZ2007-06 & SE2007-13

Innovators Investment Group, LLC

November 5, 2007

- City prior to permitting.
9. All utilities serving this project shall be installed underground.
 10. Unless specifically addressed to the contrary by conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification shall apply to this PDP as if it were zoned C2.
 11. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.
 12. This zoning/SEU approval is contingent on and will not become effective until the approval of the small scale Comprehensive Plan Amendment (CPA2007-S3) takes effect, that assigns this entire property with a Commercial land use designation.
 13. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure that directly serve the proposed development.

- Enclosures:
- 1) Zoning Petition
 - 2) Special Exception Use Petition
 - 3) Planned Development Project -Conceptual Drawing
 - 4) Narrative
 - 5) Draft Zoning Ordinance & location exhibit sketch

ORDINANCE NO. 756

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF PDP (PLANNED DEVELOPMENT PROJECT) WITH A SPECIAL EXCEPTION USE FOR A COMBINED PLANNED DEVELOPMENT PROJECT (CPDP) FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, GO THENCE NORTH 88°38'58" WEST ALONG THE ¼ SECTION LINE A DISTANCE OF 847.04 FEET; THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 666.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 125.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WESTERLY 40 FEET THEREOF TO BE USED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE NORTH 88°38'58" WEST ALONG THE ¼ SECTION LINE, A DISTANCE OF 847.04 FEET, THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 791.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WEST 20 FEET THEREOF AND ALSO LESS THE EAST 20 FEET OF THE WEST 40 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE RUN SOUTH 00°42'18" EAST ALONG THE EASTERLY BOUNDARY OF SAID NORTHEAST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 546.28 FEET, THENCE RUN NORTH 89°13'57" WEST A DISTANCE OF 119.34 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HALE AVENUE AND THE POINT OF BEGINNING, THENCE RUN SOUTH 00°34'34" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 434.52 FEET, THENCE RUN SOUTH 89°53'26" WEST ALONG THE NORTHERLY BOUNDARY AND THE EXTENSION THEREOF OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 118, PAGE 260, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA A DISTANCE OF

364.80 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, THENCE RUN SOUTH 00°49'09" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 217.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ BOULEVARD (S.R. 50), THENCE RUN ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°34'09" WEST A DISTANCE OF 346.06 FEET, THENCE RUN NORTH 00°03'53" WEST A DISTANCE OF 249.76 FEET TO THE SOUTHERLY BOUNDARY OF A PARCEL DESCRIBED IN OR BOOK 74, PAGES 620 THROUGH 635, OF SAID PUBLIC RECORDS, THENCE RUN SOUTH 89°13'57" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 333.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, THENCE RUN NORTH 00°03'53" WEST ALONG THE EASTERLY BOUNDARY AND THE EXTENSION THEREOF OF SAID PARCEL A DISTANCE OF 415.00 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 1367, PAGES 672 AND 673, THENCE RUN SOUTH 89°13'57" EAST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 379.93 FEET TO THE SOUTHEAST CORNER OF SAID PARCELS AND THE POINT OF BEGINNING. LESS THAT PORTION DEEDED TO THE STATE OF FLORIDA IN OR BOOK 1152, PAGE 1802, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. SUBJECT TO AN EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OR BOOK 749, PAGE 1721, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

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

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

The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of PDP (Planned Development Project) with a Special Exception Use for a Combined Planned Development Project (CPDP) including General Commercial and Professional Office categories, and the zoning map of the City of Brooksville shall be amended accordingly. The Special Exception Use consideration for this Combined Planned Development Project is subject to the following conditions:

1. Within one year of the final approval of the Comprehensive Plan Amendment and City Council's approval of the Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses, the petitioner/developer will need to provide a final detailed PDP development plan that addresses performance standards specified by code and this approval. Said final plan is subject to review and approval by the Planning & Zoning Commission and the governing body of the City of Brooksville. Failure to submit the final plan within the specified time frame will result in this SEU approval becoming null and void.
2. The petitioner/developer must obtain all permits and meet all applicable land development regulations, for construction or use of the property.
3. The minimum building setbacks for this project are as follows:

From Cortez Boulevard	75'
From Hale Avenue	75'
From all other property lines	35'

Separation between buildings 15'
Setbacks from internal drive lanes 10'

4. The maximum building height is three stories.
5. A maximum of one access drive to Cortez Boulevard and one access drive to Hale Avenue is allowed, subject to the permitting requirement of agencies having jurisdictional authority on those roadways.
6. 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. Enhanced buffering in the form of an eight (8) foot opaque fence or wall will be required between the subject property and adjacent residential properties, and directional lighting is required to be installed so as to minimize impacts to adjacent property. Said buffers shall be designed and submitted to the Community Development Department for review and comment, and will be subject to review and possible modification as part of the public meeting processing for the final Planned Development Project Plan.
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 shall provide for crosswalks and underground drainage where appropriate.
8. The developer will be required to successfully negotiate a utility service agreement with the City prior to permitting.
9. All utilities serving this project shall be installed underground.
10. Unless specifically addressed to the contrary by conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification shall apply to this PDP as if it were zoned C2.
11. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.
12. This zoning/SEU approval is contingent on and will not become effective until the approval of the small scale Comprehensive Plan Amendment (CPA2007-S3) takes effect, that assigns this entire property with a Commercial land use designation.
13. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed

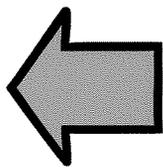
development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure that directly serve the proposed development.

Section 2. The City Council does hereby find that the proposed zoning of this property with a PDP designation is consistent with the City's Comprehensive Plan and development patterns in this area, and is compatible with existing land uses.

Section 3. This Ordinance and zoning of the property described hereto shall take effect immediately upon the final adoption and approval of a Comprehensive Plan amendment designating the entire subject property as described in this ordinance with a Future Land Use designation of Commercial.

CITY OF BROOKSVILLE

Attest: _____ By: _____
Karen M. Phillips, City Clerk 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 _____



Thomas S. Hogan, Jr., City Attorney



Innovators Investment Group, LLC

Zoning Ordinance No. 756

Exhibit "A"

Prepared by
City of Brooksville
Community Development Department 11/5/07

Legend

	Innovators investment group zoning shp
	City Boundary as of 5/22/2006

CITY OF BROOKSVILLE ZONING AMENDMENT PETITION

Date: 8/22/07

Print or Type All Information.

Applicant: Innovators Investment Group/ Dan Pittsand Bob Nelson

Mailing Address: P.O. Box 671
Lutz, Fl 33548

Daytime Telephone: 813-909-8393

Representative: Michael J. Gaylor, P.E./ Gaylor Engineering

Mailing Address: 21764 State Road 54
Lutz, Fl 33549

Daytime Telephone: 813-949-5599 **Fax:** 813-949-0818

Legal Description: Section: 27 Township: 22 Range: 19 East

Size of Area Covered by
Application: 7.71 acres

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

Future Land Use Designation: Commercial

Current Land Use Designation: Commercial and Single Family Residential

Current Zoning Classification: Professional Office and Single Family

Zoning Classification Desired: Planned Development Project

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

yes

ACKNOWLEDGMENT

Bob Nelson
I, Innovators Investment Group, 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.

XX 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.

Bob Nelson
Signature

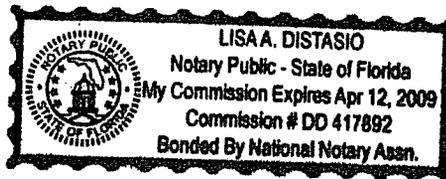
STATE OF FLORIDA, COUNTY OF PALM

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF August, 2007 BY THE ABOVE PERSON(S) Bob Nelson WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN OATH.

Lisa A. Distasio
SIGNATURE OF NOTARY

LISA A. DISTASIO
PRINTED NAME OF NOTARY

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Rev 09/14/97



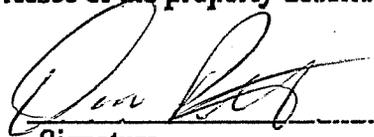
ACKNOWLEDGMENT

Dan Pitts

I, Innovators Investment Group, 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.

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

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



Signature

STATE OF FLORIDA, COUNTY OF PASCO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF August, 2007 BY THE ABOVE PERSON(S) DAN PITTS WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN OATH.

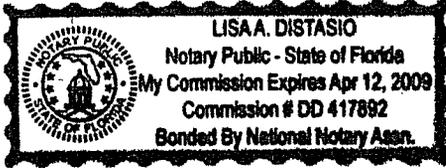


SIGNATURE OF NOTARY

Lisa A. Distasio

PRINTED NAME OF NOTARY

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Rev 09/14/97



APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

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

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

Dated: August 22, 2007

Signed in the presence of:

WITNESSES:

Signature [Signature]
Print Name URSULA D. STACIO

Signature [Signature]
Print Name LARRY BEAN

Signature [Signature]
Print Name SHEILA BARTON

Signature [Signature]
Print Name Michael J. Gaylor

LANDOWNER(S):

Signature [Signature]
Print Name Dan Pitts

Signature [Signature]
Print Name Bob Nelson

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OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

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

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

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

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

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 EXHIBIT "A")

Subject Property Street Address: Mildred Avenue West of Hale Road
and North of S.R.50

PETITIONER IS SPECIFICALLY REQUESTING SPECIAL EXCEPTION USAGE FOR THE FOLLOWING-

Commercial Planned Development Project

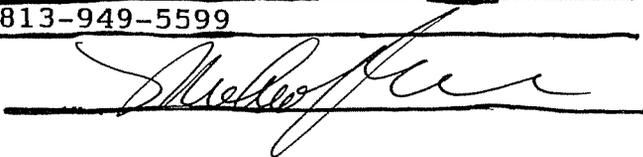
Property future land use is: Commercial
Current land use is: Commercial and Single Family Residential
Property is zoned: Professional Office and Single Family

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: Michael J. Gaylor, P.E.
Gaylor Engineering
Street Address: Osprey Cove Professional Park
21764 State Road 54
City/State/Zip: Lutz, FL 33549
Daytime Phone: 813-949-5599

Signature: 

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Rev 02/14/97, 12/09/97

APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

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

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

Dated: 8/22/07

Signed in the presence of:

WITNESSES:

Signature [Handwritten Signature]
Print Name LISA DISTASIO

Signature Brenda L. Pagano
Print Name Brenda L. Pagano

Signature Judith A. Gaylor
Print Name Judith A. Gaylor

Signature [Handwritten Signature]
Print Name Carry Bean

LANDOWNER(S):

Signature [Handwritten Signature]
Print Name Dan Pitts

Signature [Handwritten Signature]
Print Name Bob Nelson

G:\WP_WORK\Bcgig\Planning\old\BOARDS\PET_FORM\APPT_AGT.WPD

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

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

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

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

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

ACKNOWLEDGMENT

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

Witness Signature: Shirley Barto

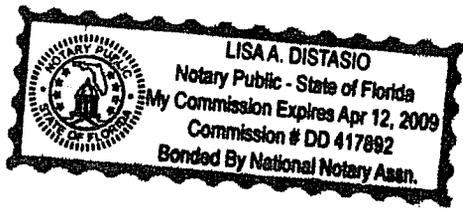
Owner/Agent Signature: Michael J. Enloe

STATE OF FLORIDA
COUNTY OF Polk

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22
DAY OF August, 2007 BY THE ABOVE PERSON(S) Michael J. Enloe
WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN
OATH.

Lisa A. DiStasio
SIGNATURE OF NOTARY

LISA A. DISTASIO
PRINTED NAME OF NOTARY



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AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I (we) certify that Michael J. Gaylor, P.E. is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

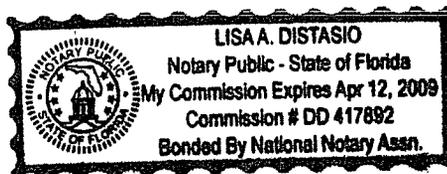
Date: 8-22-07
Date: 8-22-07
Date: _____

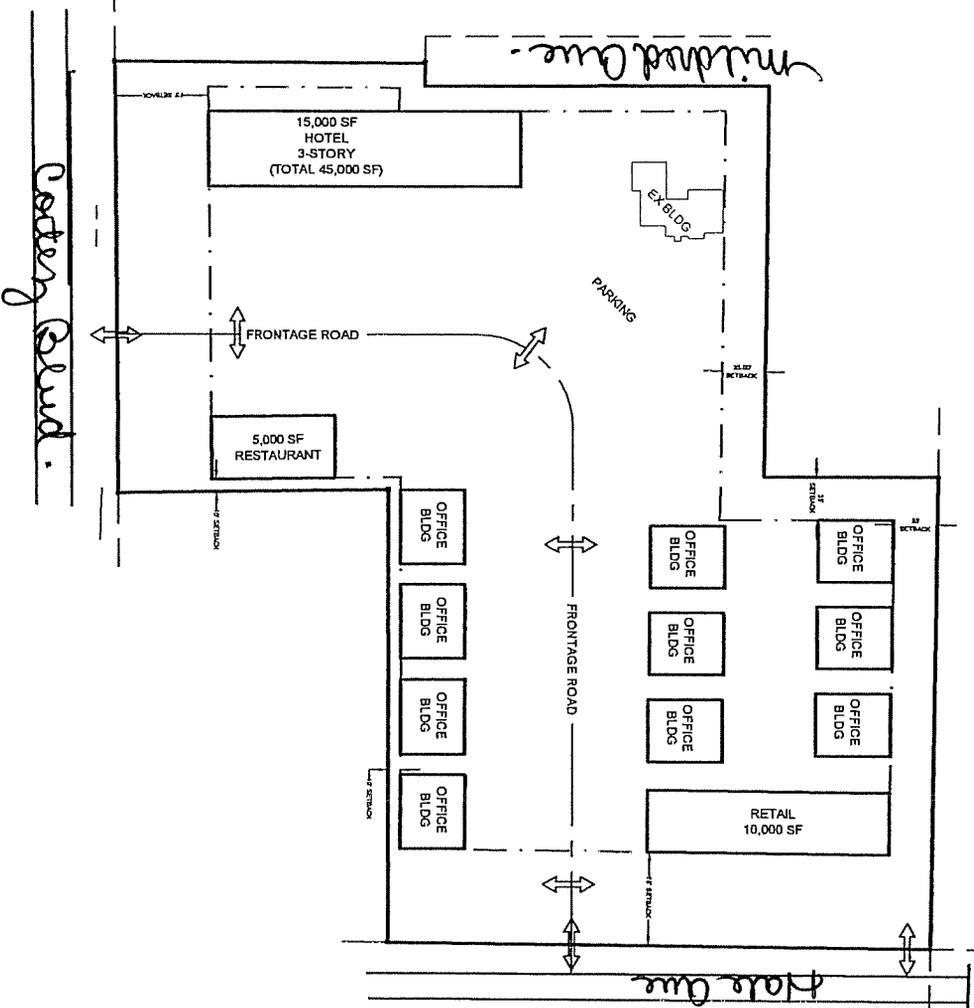
Title Holder: _____
Title Holder: [Signature]
Title Holder: _____

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 22 day of August, A.D. 2007 by Don Pitts and Bob Nelson, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Notary Public LISA A. DISTASIO





SECTION 27, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA



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INNOVATORS INVESTMENT GROUP

Jaylor Engineering

4000 BAYVIEW AVENUE, SUITE C
HERNANDO COUNTY, FLORIDA 34426
TEL: (813) 796-8844 FAX: (813) 796-8800

DATE: 08/23/07 SHEET 1 OF 1
PROJECT NO. 07013

August 23, 2007

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

Re: Narrative for the Innovators Investment Group Project

This project involves 7.71 acres of property that lies on the northwest side of the intersection of Hale Road and Cortez Boulevard. The property as it exists today is vacant except for one single family home at the northwest corner which is at the end of Mildred Avenue. The site has a small pasture but the majority is a pine and oak forest with under growth. The terrain is quite unique in the fact that there is a ridge line that runs north and south and the property drains both to the west and east from that ridge. The maximum elevation change across the property is 12 feet.

It is the intent of the project to create a unique planned development encompassing a 3 story motel along with a restaurant. Both will front on Cortez Boulevard. Parking will be provided for both of these facilities and will also provide for a buffer between the commercial and residential along Mildred Avenue. The easterly portion of the property that fronts Hale Road will be comprised of a ten thousand square foot retail center and up to thirty thousand square feet of office condominiums. The site topography and tree canopy will be protected to the greatest extent possible in order to provide the aesthetics that the developer seeks. Stormwater management will be via both above ground retention ponds as well as a significant usage of underground stormwater storage. This again is proposed in order to allow for the development to take place but also to preserve tree canopy to the greatest extent possible.

The project will be built in potentially three phases. Specifically the hotel and restaurant will be a phase and the commercial and office condos will be two additional phases.

CITY OF BROOKSVILLE
MEMORANDUM

To: City Council

Via: T. Jennene Norman-Vacha, City Manager 

From: Emory H. Pierce, Director of Public Works

Re: **Maintenance of Traffic (MOT) Plan and FDOT Permit Requirements for Christmas Parade**

Date: 10/23/07

In addition to the attached MOT plan and permit that requires the signature of the City Police, a City official, and of the sponsor, a resolution or letter from the City is also requested to be attached concurring with the sponsor's (Kiwanis) request to close the subject roads.

Attached is a resolution, an example of a letter from Dade City supporting/requesting a street closure for a fall festival, a closure request form from FDOT, and a map depicting the requested street closures.

I request council authorize the Public Works Director and Police Chief to sign the request for the street closure and approve the attached resolution supporting the street closure.

RESOLUTION NO 2007-22

RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA
SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET
AND BROAD STREET BETWEEN MAIN STREET AND BELL AVE
ON DECEMBER 8, 2007; PROVIDING FOR SEVERABILITY
AND CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is wishing to promote businesses in the downtown area;

WHEREAS, the City wishes to support the annual Kiwanis Christmas parade that brings visitors to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that the closure of the following Brooksville roadway segments to street traffic is necessary for public safety during the Brooksville Christmas Parade.

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

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

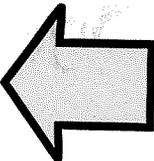
SEVERABILITY: If any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this resolution are hereby declared severable.

EFFECTIVE DATE: This resolution shall take effect on date adopted by Council.

ADOPTED this 5th day of November, 2007.

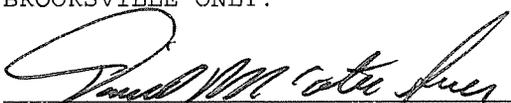
CITY OF BROOKSVILLE

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:



Thomas S. Hogan, Jr., City Attorney

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

850-040-65
 MAINTENANCE
 02/92
 Page 1 of 2

INSTRUCTIONS: OBTAIN SIGNATURES OF LOCAL LAW ENFORCEMENT AND CITY/COUNTY OFFICIALS PRIOR TO SUBMITTING TO DEPARTMENT OF TRANSPORTATION. ATTACH ANY NECESSARY MAPS OR SUPPORTING DOCUMENTS.

NAME OF ORGANIZATION KIWANS CLUB OF BROOKSVILLE		PERSON IN CHARGE RON K/HEELES		DATE 10/23/07
ADDRESS OF ORGANIZATION 19496 CORTEZ BLVD. BROOKSVILLE FL 34601				TELEPHONE NUMBER 352-796-7225
TITLE OF EVENT BROOKSVILLE CHRISTMAS PARADE				
DATE OF EVENT 12-8-07	STARTING TIME OF EVENT 10:00 AM	DURATION OF EVENT (APPROX.) 4 HOURS	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 2:00 PM	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) SOUTH ON MAIN STREET CROSSING OVER STATE ROAD 50A (JEFFERSON ST.) TO US 41 (BROAD ST.) - THEN EAST ON US 41 (BROAD ST.) TO BELL AVE. THE NORTH ON BELL AVE. CROSSING SR 50A (JEFFERSON ST.)				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) SEE ATTACHED EXHIBIT "A"				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) BROOKSVILLE POLICE DEPT				
SPECIAL CONDITIONS				
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSED PYROTECHNICS OPERATOR _____		LICENSE NO _____		
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____		POLICY EFFECTIVE DATE _____		
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)				
TYPED NAME AND TITLE (INCLUDE BADGE NO IF APPROPRIATE)		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL EMORY PIERCE City of Brooksville DIRECTOR PUBLIC WORKS		SIGNATURE OF CITY/COUNTY OFFICIAL <i>Emory Pierce</i>		DATE SIGNED 10/23/07

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

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

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

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

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

Submitted by: KI WANIS CLUB OF BROOKSVILLE Place Corporate
Permittee

Signature and Title
RON WHEELER, PARADE CHAIRMAN

Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

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

Chapter 14-65

[[Back](#)] [[Home](#)] [[Next](#)]

TEMPORARY CLOSING AND SPECIAL USE OF STATE ROADS

[14-65.0025 Scope, Exceptions, and Definitions](#)

[14-65.0035 Procedures for Temporary Closing of State Roads Other Than Limited Access Facilities](#)

[14-65.006 Temporary Closing and Special Use of Interstate and Other Limited Access Facilities](#)

[14-65.0065 Procedures for Special Use of State Roads Including Limited Access Facilities](#)

14-65.0025 Scope, Exceptions, and Definitions. This rule chapter 14-65 specifies procedures for obtaining a prior written permit for temporary closure of a state road from the Department when necessary for the conduct of a special event. The rule chapter outlines the requirements for special temporary use of limited access facilities, state roads other than limited access facilities; and for notice to the appropriate local law enforcement agencies of repair, reconstruction, or alteration which necessitates the closing of lanes for vehicular traffic.

(1) Exceptions. For purposes of this rule chapter, the following examples are uses of state roads for special events which do not require a prior written permit:

(a) A motorcade when no traffic lanes are closed and law enforcement personnel control traffic at each intersection;

(b) A run, walk-a-thon or bicycle event with a police escort and no detour of traffic; and

(c) A parade on a street which only intersects a state road where law enforcement personnel control the traffic at such intersections.

(2) The following words and phrases when used in this rule chapter, shall have the meaning ascribed in this rule:

(a) "Charitable Purpose" has the meaning specified in Section 496.404(2), F.S.

(b) "Commercial Activities" include sale or display for sale, of merchandise; servicing or repairing of any vehicle, except rendering of emergency service; storage of vehicles being serviced or repaired on abutting property or elsewhere; solicitation for sale of goods, property, or services or for charitable purposes; and the display of advertising of any sort.

(c) "Emergency" is defined in Section 252.34, F.S., as any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

(d) "Limited Access Facility" is as defined in Section 316.003(19), F.S.

(e) "Local Governmental Authority" means a municipality, county, or expressway or transportation authority serving one or more jurisdictions.

(f) "Special Event" means an art festival, parade, annual charity drive, fair, fund drive, race, run, motorcade, or similar activities of local interest.

(g) "Special Use" means any activities other than those defined as special events and as detailed in Rule 14-65.0065.

(h) "State Highway System" is as defined in Section 334.03(25), F.S.

(i) "State Road" is as defined in Section 334.03(27), F.S.

(j) "Temporary Closing" means the closing, detouring or otherwise restricting traffic flow of one or more vehicle traffic lanes of a street or highway for a cumulative period of fifteen minutes or more.

(k) "Written Permit" is Form 850-040-65, Request for Temporary Closing/Special Use of State Road, 02/92, requesting stated specific permission to close a stated specific section or part of a state road for a stated specific time period, signed by the District Secretary or designee and the applicant or applicant's authorized representative.

Specific Authority 334.044(2), 337.406(1) FS. Law Implemented 252.34, 316.003, 316.006(1), 316.008, 334.03, 337.406, 496.425 FS. History - New 1-19-89, Amended 4-15-92, 12-31-96.

14-65.0035 Temporary Closing of State Roads Other Than Limited Access Facilities.

(1) Procedures for Temporary Closing of State Roads Other Than Limited Access Facilities. The temporary use and closing of state roads for the purpose of special events, not related to construction, reconstruction, maintenance or emergency purposes, may be accomplished as follows:

(a) A special event may be permitted by the appropriate local governmental authority.

(b) Prior to temporary closure of a state road for a special event, the local governmental authority which permits the special event must determine whether a temporary closing of the road is necessary for the event and obtain prior written approval from the Department unless excepted as defined in Section 14-65.0025(1).

(c) A Request for Temporary Closing/Special Use of State Road, Form 850-040-65, 02/92, shall be submitted by the responsible official of the local governmental authority to the District Secretary, or designee, naming the sponsoring officials; stating that local law enforcement officials will manage all the details involved in administration of the event; and stating that as between the Department and the local governmental authority, to the extent permitted by Florida law, the local governmental authority will assume full responsibility for any liability claims arising from, or based on, the activities of the event.

(d) The local governmental authority shall include with this request:

1. A certified copy of an excerpt from the minutes of a duly scheduled meeting, or duly executed resolution, of the governmental authority authorizing the special event. The governmental authority may, by resolution, designate a position within that body (Mayor, City Manager, etc.) to authorize and sign for the body.

2. A marked map, indicating the temporary detours to be utilized by the public; and showing the placement of appropriate signs; stationing of any officers or flagmen; and locations of barricades and cones necessary to detour the traffic in a safe and efficient manner;

3. A description of the provisions made for the temporary rerouting of traffic; and

4. Approval from the United States Coast Guard District Commander authorizing the opening or closing of any movable bridge within the geographical limits of the event during the time period of the road closure.

(e) Prior to authorizing the temporary road closing, the Department shall review the proposed detour route to ensure that traffic volume will be handled and routed safely and efficiently.

(f) Such closing of the state road shall not be for commercial use, except that any portion of a state-maintained roadway may be used for special events and special use as defined in sections 14-65.0025(2)(f) and (2)(g) of this rule chapter, together with such commercial activities necessarily related to such events. Nothing in this rule chapter shall be construed to authorize such special events on the interstate highway system, toll roads, or other limited access facilities.

(2) Procedures Subsequent to Approval of Request for Temporary Closing of State Roads Other Than Limited Access Facilities. The Department will return a copy of Form 850-040-65 indicating approval or disapproval to the submitting applicant. Upon receipt of a copy of Form 850-040-65, Request for Temporary Closing/Special Use of State Road, 02/92, signed by a District Secretary of the Department, or designee, the responsible official of the local governmental authority shall notify the applicant for the special event whether preparation for and execution of the special event may or may not proceed.

(3) Form to Request Temporary Closing or Special Use of State Road. Copies of Form Number 850-040-65, Request for Temporary Closing/Special Use of State Road, 02/92, is hereby incorporated by reference and made a part of this rule chapter. Copies of this form may be obtained by contacting any Department District Maintenance Office.

Specific Authority 334.044(2), 337.406(1) FS. Law Implemented 316.003, 316.006(1), 316.008, 337.406 FS. History - New 1-19-89, Amended 4-15-92, 7-1-92, 12-31-96.

14-65.006 Temporary Closing and Special Use of Interstate and Other Limited Access Facilities. Temporary closures for special uses will not be allowed on interstate highways, toll roads, and other limited access facilities on the state highway system with the exception of the following situations:

(1) Emergency Conditions. When emergency or extremely dangerous conditions are judged to exist, the Department will assume responsibility for determining whether closure of state roads is warranted.

(2) Request for special use of interstate and other limited access facilities will be made to the Department. Special use is approved by the Department, in accordance with the provisions of Rule 14-65.0065.

(3) Use of facilities on interstate highways, toll roads, or other limited access facilities for solicitation is otherwise prohibited except under the provisions of Rule Chapter 14-28, Florida Administrative Code. Specific Authority 334.044(2), 337.406(1) FS. Law Implemented 316.006(1), 337.406, 338.01 FS. History - New 1-19-89, Amended 4-15-92.

14-65.0065 Procedures for Special Use of State Roads Including Limited Access Facilities. The temporary use of state roads for special use activities, not related to construction, reconstruction, maintenance, emergency purposes, or special events, may be accomplished in accordance with this rule chapter. The following information must be supplied to the Department when requesting a permit for filming:

(1) A copy of pertinent portions of the script with a concise but detailed written description of the action to occur on the state right of way.

(2) A detailed map showing the proposed filming location and an estimate of the number of event personnel.

(3) No stunts, staged accidents, explosives, or pyrotechnics that may cause damage to state property shall be allowed without prior approval of the Department. Use of pyrotechnics requires approval from the District Secretary, or where applicable, the Executive Director of the Florida Turnpike Enterprise and a separate approval from the local fire department having jurisdiction over the filming site. Both must be attached to the special use permit. Additionally, a licensed "Pyrotechnic Operator - Special Effects" shall be on location and in charge of all use, storage, and handling of special effects items.

(4) The permittee shall provide the Department with proof of liability insurance in the amount of \$1,000,000 for routine filming. If the filming request involves specialized stunts, pyrotechnics, special effects, the use of some form of air transportation over the state highway right of way, or stunts of any kind under or adjacent to a structure (bridge) then a minimum of \$5,000,000 of liability insurance is required.

(5) All maintenance of traffic on Department rights of way shall conform to the Federal Manual on Uniform Traffic Control Devices (MUTCD), incorporated by reference under rule 14-15.010, Florida Administrative Code; the Department's current Roadway and Traffic Design Standards; and the current Standard Specifications for Road and Bridge Construction. The Department shall regulate, limit, or restrict hours of filming to minimize disruption of traffic on the state highway system. When filming causes undue disruption of traffic, or creates safety hazards on a state highway, the Department shall require immediate corrective action within a specified time frame, or cause filming to cease if deemed necessary. The Department shall require the submittal of a maintenance of traffic plan with the request for permit to ensure compliance with this provision. The Department may require the presence of an off-duty law enforcement officer in areas of congestion, critical traffic flow, or situations that may cause hazardous conditions.

(6) Filming of activities on state road rights of way from low flying aircraft must be in compliance with Federal Aviation Administration regulations, and will not be permitted if the public safety or welfare is jeopardized. Any activities involving aircraft shall require written notification of overhead utility companies.

Specific Authority 334.044(2), (27), 335.10(3), 337.406(1) FS. Law Implemented 316.003, 316.006(1), 316.008, 337.406(1), 496.425 FS. History - New 4-15-92.

Last changed: October 04, 2007

Contact person for this site is: James C. Myers

Phone: (850) 414-5393

Mailing Address: Office of the General Counsel, 605 Suwannee Street, MS 58, Tallahassee, Florida 32399-0458

e-mail address: james.myers@dot.state.fl.us



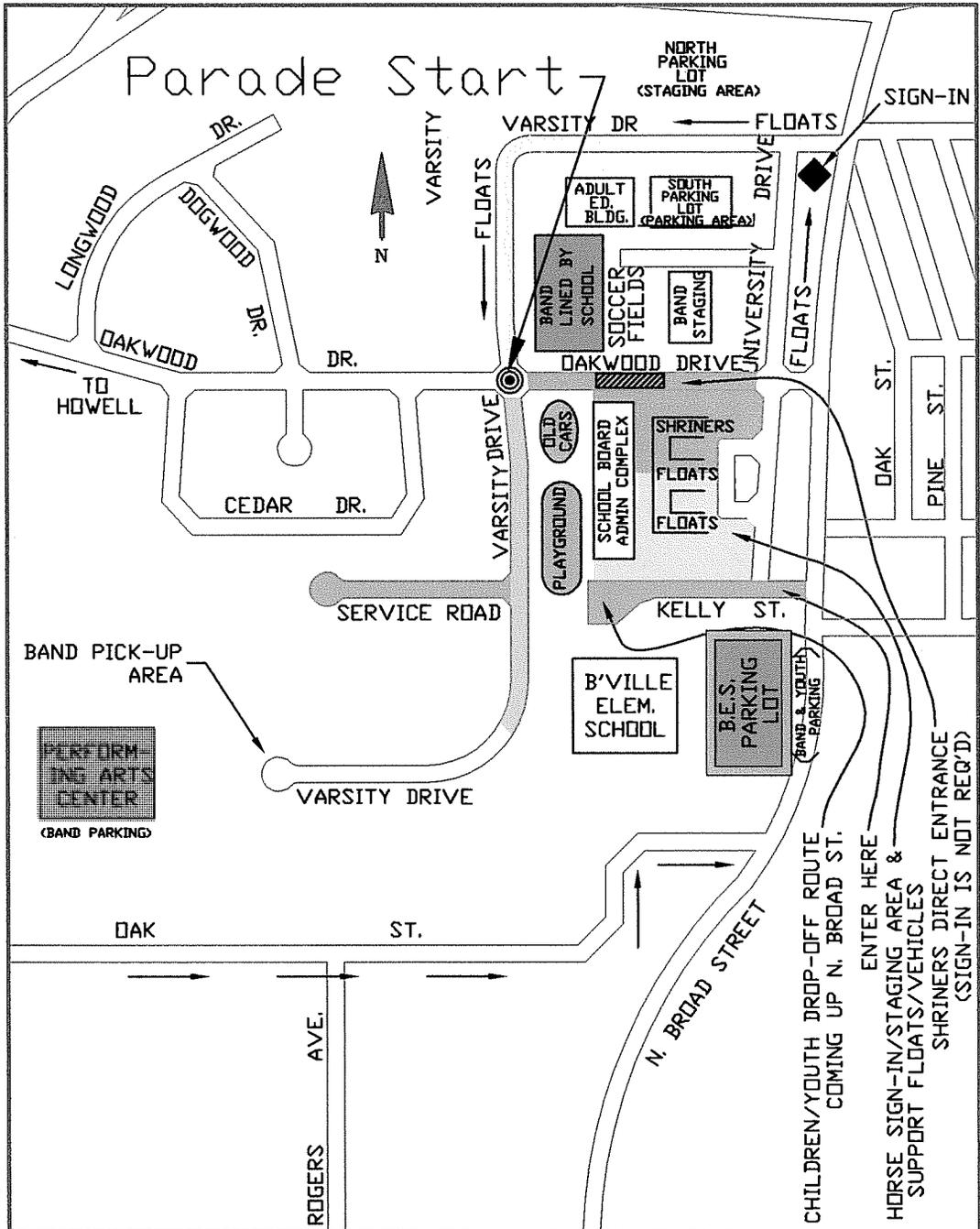
E-MAIL: john.kilkenny@dot.state.fl.us

JOHN KILKENNY
PERMITS & CONTRACTS MANAGER

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
16411 SPRING HILL DRIVE
BROOKSVILLE, FL 34604-8167

PHONE: (352) 797-5700
FAX: (352) 797-5709
TOLL FREE: 1-866-750-9173

FLOATS
HORSE ENTRIES
BAND STAGING
SHRINERS' STAGING & LARGE VEHICLES
YOUTH GROUP STAGING
DIGNITARIES
OLD CARS



D:\CADD DWG's\Parade_Route

◆ VEHICLE/FLOAT SIGN-IN AREA (CORNER OF VARSITY DR. & UNIVERSITY DR.)
 NOTE: ALL VEHICLES AND FLOATS MUST BE SIGNED IN AND PRE-REGISTERED UPON ARRIVAL (UNLESS NOTED OTHERWISE)

▨ SHRINER STAGING AREA-NO CHECK IN REQUIRED; LARGE OVERSIZED FLOATS MUST HAVE REPRESENTATIVE GO THROUGH CHECKING FOR SPACE & ASSIGNMENTS

PARENTS SHOULD DROP CHILDREN OFF AT KELLY ST. BUS LOOP & LEAVE OR PARK IN B.E.S. PARKING LOT (LIMITED NUMBER OF SPACES AVAILABLE).
 NOTE: FLOATS TO GO THROUGH REGULAR CHECK-IN FOR STAGING ON SERVICE ROAD.

PARENTS AND BAND LEADERS:
 ONLY BAND LEADERS ARE REQUIRED TO SIGN IN. EVERYONE ELSE SHOULD BE DROPPED OFF AT PERFORMING ARTS CENTER PARKING LOT OR B.E.S./ KELLY ST. BUS LOOP. STUDENTS SHOULD THEN WALK TO DESIGNATED AREA IN SOCCER FIELDS VIA VARSITY DR.

ONLY THE GROUP LEADERS ARE RESPONSIBLE FOR SIGNING IN.
 GROUPS MUST BE ACCOMPANIED BY ADULT CHAPERONE(S).
 LARGE CHILDREN/YOUTH GROUP STAGING AREAS: - PLAYGROUND

CHILDREN/YOUTH DROP-OFF ROUTE
 COMING UP N. BROAD ST.
 ENTER HERE
 HORSE SIGN-IN/STAGING AREA &
 SUPPORT FLOATS/VEHICLES
 SHRINERS DIRECT ENTRANCE
 (SIGN-IN IS NOT REQ'D)

EXHIBIT “A”

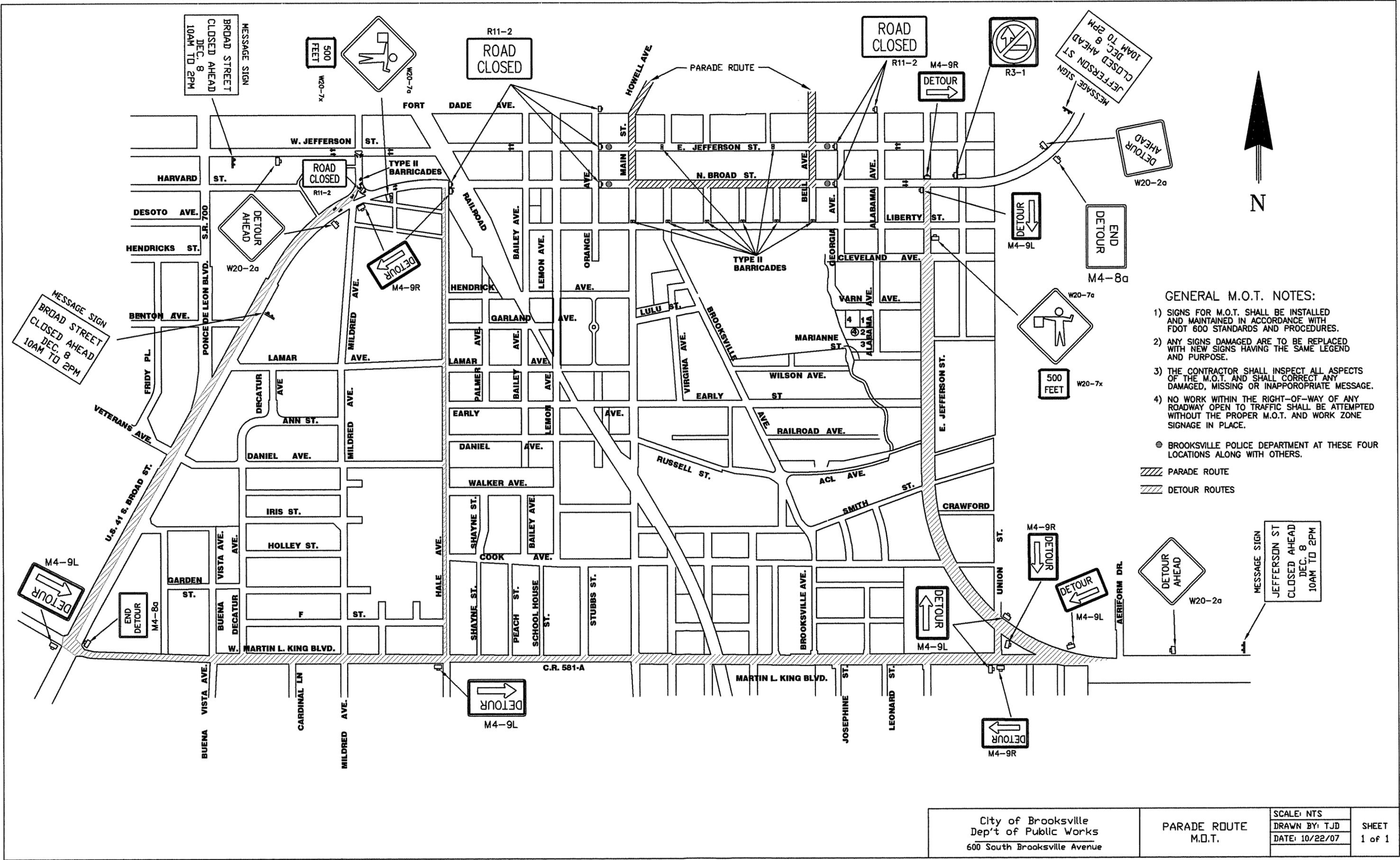
PARADE DETOUR ROUTE

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

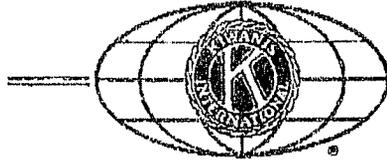
Westbound traffic on S.R. 50A (East Jefferson Street) detoured West on Martin L. King Blvd. to U.S. 41 (South Broad Street) to end Westbound traffic Detour.

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

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



- GENERAL M.O.T. NOTES:**
- 1) SIGNS FOR M.O.T. SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH FDOT 600 STANDARDS AND PROCEDURES.
 - 2) ANY SIGNS DAMAGED ARE TO BE REPLACED WITH NEW SIGNS HAVING THE SAME LEGEND AND PURPOSE.
 - 3) THE CONTRACTOR SHALL INSPECT ALL ASPECTS OF THE M.O.T. AND SHALL CORRECT ANY DAMAGED, MISSING OR INAPPROPRIATE MESSAGE.
 - 4) NO WORK WITHIN THE RIGHT-OF-WAY OF ANY ROADWAY OPEN TO TRAFFIC SHALL BE ATTEMPTED WITHOUT THE PROPER M.O.T. AND WORK ZONE SIGNAGE IN PLACE.
- BROOKSVILLE POLICE DEPARTMENT AT THESE FOUR LOCATIONS ALONG WITH OTHERS.
- ▨ PARADE ROUTE
▨ DETOUR ROUTES



MEETS TUESDAY
NIGHT 6:00 P.M.

AGENDA ITEM NO. F-36
11-5-07

KIWANIS CLUB
OF BROOKSVILLE, INC.

POST OFFICE BOX 685
BROOKSVILLE FL 34605-0685

October 26, 2007

The City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

RE: Christmas Parade

Dear Karen Phillips:

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

The Kiwanis Club wishes to request a partial waiver of any fees that might be incurred. The Club is willing to pay a cap amount of \$1,000.00 in the assistance of paying for any expenses that might be needed. As we are working together with other not-for-profit groups, we do not wish to place the full burden upon the City or the other groups. The parade route has been expended this year to help the City Alliance to provide additional expansion of bringing the people to the downtown area. We hope that the City will take this into consideration while discussing this matter.

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

Sincerely,

M. Council

SIGNED IN ABSTENTIA TO AVOID DELAY
Scott Smith, President

CITY OF BROOKSVILLE

APPLICATION FOR TEMPORARY STREET CLOSURE

201 Howell Avenue
(352) 544-5407



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

Name or Organization Brooksville Kiwanis Club		Event 33rd Annual Brooksville Christmas Parade	
Person in Charge Ron Wheelles, Chair		Address P O Box 685, Brooksville FL	Telephone 352-796-7225
If unavailable (Alternate Name) Gregg Sutton, Co-Chair		Address 34605-0685	Telephone 352-754-4062
Date of Event 12/8/07	Starting Time 7 am set up	Ending Time (approx) 12:30 pm	Estimated Number of Participants 600+

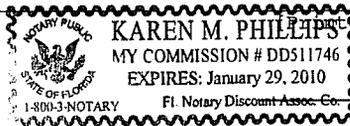
Proposed Route (include Street/Avenue, attach location map)
See attached map - from H.C. School Board grounds from Oakwood, south on Howell to east on Ft. Dade (ends at Bell Ave.)

I/We Brooksville Kiwanis Club assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.

Signature Ron Wheelles, Chair
 State of Florida
 County of Hernando

The foregoing instrument was acknowledged before me this 7th day of SEPT, 2007, by Ron Wheelles, who is personally known to me or who presented N/A as identification, and who (did) (did not) take an oath.

Karen M. Phillips
 [Signature of Notary Public] **KAREN M. PHILLIPS** [Printed, typed or stamped name of Notary Public]
 MY COMMISSION # DD511746
 EXPIRES: January 29, 2010
 [Commission Number of Notary Public]

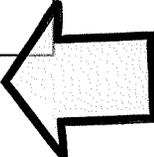


NOTICE: PERMIT NOT VALID UNLESS APPROVED BY DESIGNATED CITY REPRESENTATIVE.

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

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

NOTE: A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.

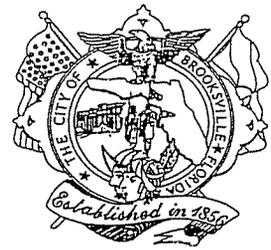


CITY OF BROOKSVILLE

STREET CLOSURE

COST PROJECTION

201 Howell Avenue
(352) 544-5407



Event: KIWANIS CHRISTMAS PARADE

Starting: 10 AM End: 2 pm

Police Department

SEE ATTACHED

Personnel	_____	@	\$ _____	=	\$ _____
Equipment	_____	@	\$ _____	=	\$ _____
	_____	@	\$ _____	=	\$ _____
	_____	@	\$ _____	=	\$ _____
	_____	@	\$ _____	=	\$ _____

POLICE DEPARTMENT TOTAL \$ 2,481

Fire Department

Personnel	Chief 10 m.	OUT RATE	- 0 -
	Captain 5m @	\$ 27.95	= \$ 139.65
Equipment	Lt 5m @	\$ 19.80	= \$ 99.00
	5 FF 5m @	\$ 18.27	= \$ 456.75
	_____	@	\$ _____ = \$ _____
	_____	@	\$ _____ = \$ _____

FIRE DEPARTMENT TOTAL \$ 695

Public Works

Personnel	4	8 HR @	OUT RATE	\$ 16.64	=	\$ 532
Equipment	2 TRUCKS	@	\$ _____	=	\$ 50	
	_____	@	\$ _____	=	\$ _____	
	_____	@	\$ _____	=	\$ _____	
	_____	@	\$ _____	=	\$ _____	

PUBLIC WORKS TOTAL \$ 582

ESTIMATED TOTAL DUE CITY \$ 3,758

TOTAL Actual Costs \$ _____ Billed \$ _____

Payment Received By: _____

To: Chief Turner

From Sgt Maeder

Date: 10-25-07

Subj: Christmas Parade Cost Estimate for Overtime

Police

Police Chief @ 10 hours =

Lieutenant \$42.78 @ 8 hours = \$342.24

Detective \$35.82 @ 6 hours = \$214.92

Detective \$32.85 @ 6 hours = \$197.10

Sergeant \$37.60 @ 7 hours = \$263.20

Sergeant \$37.60 @ 5 hours = \$188.00

Sergeant \$32.18 @ 5 hours = \$160.90

Patrolman x3 \$23.21 @ 6 hours = \$417.78

Patrolman x2 \$23.21 @ 5 hours = \$232.10

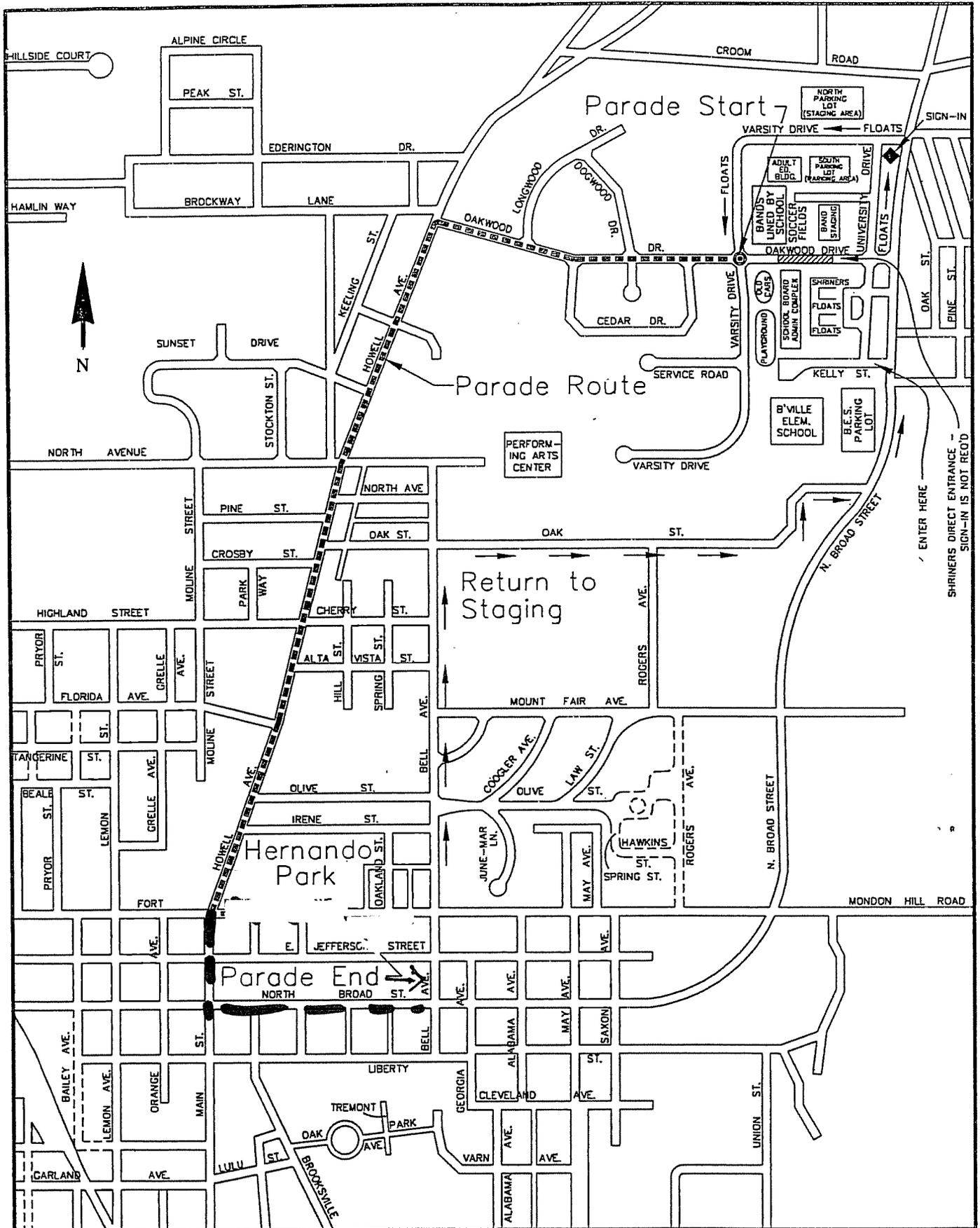
Patrolman \$22.10 @ 5 hours = \$110.50

Patrolman x2 \$15.47 @ 4 hours = \$123.76

Evid. Tech \$17.81 @ 4 hours = \$89.05

Disp. Sgt. \$28.32 @ 4 hours = \$141.60

Police man hour cost = \$2,481.15



◆ VEHICLE/FLOAT SIGN-IN AREA (CORNER OF VARSITY DR. & UNIVERSITY DR.)

NOTE: ALL VEHICLES AND FLOATS MUST BE SIGNED IN AND PRE-REGISTERED UPON ARRIVAL (UNLESS NOTED OTHERWISE)

▨ SHRINER STAGING AREA



CITY OF BROOKSVILLE
MEMORANDUM

To: City Council

Via: T. Jennene Norman-Vacha, City Manager 

From: Emory H. Pierce, Director of Public Works 

Re: **MLK Blvd. Re-Paving from Main St. to US 41**

Date: September 18, 2007

This matter was put before Council on 6/4/07, Agenda Item No. F2C, and Council requested Staff to ask the County if a sidewalk could be included in this project. Their answer is essentially that the current project is for re-paving this road segment and they do not want to incorporate a sidewalk into the project because of the additional expense. (copy of e-mail attached).

According to Greg Sutton P.E. Assistant Company Engineer they have budgeted \$100,000.00 for this project and would like the City to contribute another \$100,000.00 to achieve the \$200,000.00 needed to do a satisfactory re-paving job.

We have \$118,000.00+ in our Multi-Year Capital Fund 308, (FY 07/08 budget copy attached) and are recommending that we set aside \$100,000.00 for this re-paving and enter into the attached Inter local Agreement that clarifies this and requires the City to pay this amount within sixty (60) days of project completion. County staff is intending to have this agreement approved at their Nov. 6, 2007 BOCC meeting.

INTERLOCAL AGREEMENT

Between CITY OF BROOKSVILLE and HERNANDO COUNTY, providing Joint Participation for Improvement to Dr. M. L. King, Jr. Blvd. from Broad Street east to Main Street,

THIS AGREEMENT entered into this 1st day of October , 2007, by and between CITY OF BROOKSVILLE, a Florida municipal corporation, acting by and through its City Council, the governing body thereof, hereinafter referred to as "the CITY" and HERNANDO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "the COUNTY".

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, permits local governmental units to make the most effective use of their resources by enabling them to cooperate with other local governmental units on a basis of mutual advantage, and thereby provides services and facilities in a manner that will permit the most effective deliverance of services to accommodate the needs and development of local communities; and

WHEREAS, Dr. M. L. King, Jr. Blvd. from Broad Street east to Main Street, is part of both the CITY and the COUNTY road maintenance system; and

WHEREAS, Dr. M. L. King, Jr. Blvd. from Broad Street east to Main Street, is in need of maintenance by asphalt resurfacing; and,

WHEREAS, the CITY and the COUNTY do hereby enter into this Agreement for the purpose of providing asphalt resurfacing of Dr. M. L. King, Jr. Blvd. from Broad Street east to Main Street, for the safety and well-being of the residents of both the city and the county;

NOW, THEREFORE, the CITY and the COUNTY hereby agree as follows:

1. The COUNTY shall resurface Dr. M. L. King, Jr. Blvd. from Broad Street east to Main Street.
2. The CITY shall, within sixty (60) days after completion of the paving, pay to the COUNTY a sum equal to one-half of the cost of resurfacing, but not to exceed \$100,000.

3. This Agreement shall become effective upon execution by both parties.
4. This Agreement may be terminated at any time upon mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized official on the date and year first above written.

DONE AND RESOLVED this ___ day of _____, 2007.

(SEAL)

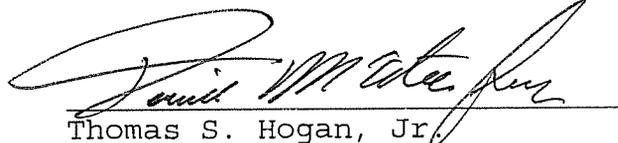
CITY OF BROOKSVILLE, FLORIDA

By: _____
David Pugh, Mayor

ATTEST:

By: _____
Karen Phillips, City Clerk

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



Thomas S. Hogan, Jr.
City Attorney

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

By: _____
Jeff Stabins, Chairperson

ATTEST:

By: _____
Karen Nicolai, Clerk of Court

APPROVED AS TO LEGAL FORM AND
CONTENT, OFFICE OF THE COUNTY
ATTORNEY:

County Attorney

Emory Pierce

From: "Bill Busch" <BBusch@co.hernando.fl.us>
To: <epierce@ci.brooksville.fl.us>
Cc: "Charles Mixson" <charlesm@co.hernando.fl.us>
Sent: Friday, July 27, 2007 9:03 AM
Subject: KLK Blvd. paving project

Emory,

As a follow up to our conversation yesterday morning (Jul. 26, 2007) concerning the sharing of costs for the re-construction of MLK Blvd.;

You requested the county to consider the possibility of constructing a sidewalk along MLK Blvd. (from US-41 to S. Main Street). We reviewed both the north and south sides of the project and recommend the sidewalk be constructed on the south side of the road. Our best guesstimate would be approximately \$100,000. for the sidewalk. There would be additional costs for any survey, excavation, drainage improvements and possible tree removal.

Due to the many budget cuts we have been required to make this year, It is the County's position to participate only in the re-construction costs of MLK Blvd. pavement. Our original guesstimate for the re-construction of the pavement was between \$200,000. and \$250,000. I have requested \$100,000. to be set aside in our budget (FY 2007-08) for this purpose.

Sincerely,

Bill

William G. Busch
Pavement Management Coordinator
Dept. of Public Works, Engineering Division
Herando County Florida
1525 East Jefferson Street
Brooksville, Fl. 34601
bbusch@co.hernando.fl.us
(352) 754-4062

9/18/2007

AGENDA MEMORANDUM

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE
BOARD OF COUNTY COMMISSIONERS

VIA: GARY KUHL, COUNTY ADMINISTRATOR

FROM: CHARLES G. MIXSON, P.E., COUNTY ENGINEER/ DPW DIRECTOR

SUBJECT: DR. MARTIN LUTHER KING BLVD. PAVING PROJECT
INTERLOCAL AGREEMENT WITH CITY OF BROOKSVILLE

DATE: OCTOBER 18, 2007

BRIEF OVERVIEW:	Staff is requesting approval and Chairman's signature on the attached Interlocal Agreement with the City of Brooksville to resurface a portion of Dr. Martin Luther King Blvd. from Broad Street east to Main Street.
BUDGET IMPACT:	Hernando County will share cost equally with the City of Brooksville. The County's cost of construction will be half the total cost of \$197,431.48. (See attached cost analysis). Funding is available from Pavement Management Road Project Account.
LEGAL IMPACT:	The Board of County Commissioners has the authority to enter an Interlocal Agreement with the City of Brooksville in accordance with Florida Statutes 125 and 163.
RECOMMENDED ACTION:	Staff recommends the Board of County Commissioners approve the Interlocal Agreement with the City of Brooksville for the resurfacing of Dr. Martin Luther King Blvd. from Broad Street east to Main Street.
ADMINISTRATIVE NOTE:	_____ Reviewed _____ See attached memo
BUDGET APPROVAL:	_____

Enclosed is an Interlocal Agreement for resurfacing a portion of Dr. Martin Luther King Blvd. This agreement allows for Hernando County to resurface the roadway and to share equally in the cost of the project with the City of Brooksville. The total cost of the project is \$197,431.48.

There is no formal agreement with the City for maintaining Dr. Martin Luther King Blvd. The County's jurisdiction is approximately 1/2 of the length of the project. Dr. Martin Luther King Blvd. was previously resurfaced/rebuilt in the mid 1997 at 100% construction cost to the County.

Attached is a cost estimate for the resurfacing.

RECOMMENDATION

Staff recommends the Board of County Commissioners approve the Interlocal Agreement with the City of Brooksville for the resurfacing a portion of Dr. Martin Luther King Blvd., authorize the Chairman's signature on the agreement, and forward said agreement to the City of Brooksville for their execution.

CGM:js

FY 07/08 Budget

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CITY HALL RENOVATIONS FUND 307

	Actual 04/05	Actual 05/06	Budgeted 06/07	Projected 06/07	Requested 07/08
INCOME					
Intergovernmental Revenue	\$0	\$0	\$0	\$0	\$0
Interest Income	18	91	0	15	0
Transfers In	0	2,500	0	0	0
Prior Year Carry forward	637	655	3,175	3,246	0
Total Income	\$655	\$3,246	\$3,175	\$3,261	\$0
EXPENDITURES					
Capital Outlay	\$0	\$0	\$0	\$0	\$0
Transfers Out	0	0	3,175	3,261	0 (1)
Reserves	655	3,246	0	0	0
Total Expenditures	\$655	\$3,246	\$3,175	\$3,261	\$0

(1) Transferred Out to Public Facilities Repair and Maintenance Fund 306 to close out City Hall Renovations Fund in 06.

MULTI YEAR CAPITAL PROJECT ACCUMULATION FUND 308

	Actual 04/05	Actual 05/06	Budgeted 06/07	Projected 06/07	Requested 07/08
INCOME					
Intergovernmental Revenue	\$0	\$0	\$0	\$0	\$0
Interest Income	259	2,170	2,000	2,918	3,500
Miscellaneous	0	0	0	0	0
Transfers In	25,000	75,000	0	0	0
Prior Year Carry forward	9,229	34,488	110,688	111,658	114,576
Total Income	\$34,488	\$111,658	\$112,688	\$114,576	\$118,076
EXPENDITURES					
Operating Expenditures	\$0	\$0	\$70,000	\$0	\$118,076 (1)
Capital Outlay	0	0	0	0	0
Transfers Out	0	0	0	0	0
Reserves	34,488	111,658	42,688	114,576	0
Total Expenditures	\$34,488	\$111,658	\$112,688	\$114,576	\$118,076

(1) \$100,000 with County for paving of MLK and \$18,076 Stripping.

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MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: Transportation Outreach Program (TOP) – SR 50 Reverse Frontage Road & Utility Project – Drainage Retention Area Easement for Lot 9. David/Manuel Commercial Park Subdivision

DATE: OCTOBER 26, 2007

We are currently continuing negotiations with KMS Investment Partnership for an Agreement for Grant of Easement.

We are hopeful that an agreement can be reached prior to the Council Meeting of November 5, 2007. We will provide the Agreement for Council review as soon as possible.

Again, thank you for understanding.

STAFF REPORT

To: Honorable Mayor and City Council
Via: T. Jennene Norman-Vacha, City Manager *T. Jennene Norman-Vacha*
From: Bill Geiger, Community Development Director *Bill Geiger*
Subject: Transportation Outreach Program (TOP)- SR 50 Reverse Frontage Road & Utility Project - Drainage Retention Area Easement for Lot 9, David/Manuel Commercial Park Subdivision
Project Area: Near the Southeast Corner of the Intersection of SR 50 (Cortez Blvd.) & SR 50-A (W. Jefferson Street)
Date: September 21, 2007

BACKGROUND

During the 2002 legislative session, the City was awarded a grant in the amount of \$980,000 through the Transportation Outreach Program (TOP). \$675,000 of the grant was targeted to be leveraged with CDBG-ED and City impact fee funds to build the above-referenced frontage road and install related utilities. Additionally, TOP funding was planned to cover the cost of purchasing a new transit bus (\$110,850) and provide pedestrian-related improvements to the downtown area with the balance of funds (\$194,150). A portion of the frontage road network (Whitfield Avenue) was constructed in conjunction with the Tractor Supply Company project using CDBG-ED funds (\$179,958.38). The bus was purchased and transferred to the County pursuant to terms specified within an interlocal agreement, to augment the fixed-route transit system.

At the December 18, 2006 meeting, City Council reduced the scope of the frontage road project and authorized staff to proceed with implementing the construction of only those portions of the project within rights-of-way currently owned by the City. Additionally, City Council directed staff to research the possibility of using surplus TOP funds to do pedestrian-related improvements in the downtown area. On June 18, 2007, City Council awarded a contract to WDG Construction, Inc., to do the reduced-scope frontage road project in the amount of \$339,999.99.

CURRENT STATUS

WDG Construction, Inc., commenced work on the project in mid August. On August 22, 2007, the silt fence contractor, during the installation of silt fencing around the perimeter of the existing DRA on Lot 9 of the David/Manuel Commercial Park subdivision, cut into an underground radial copper wiring system that provides signal enhancement for the existing radio tower on the site. The ground radial system is privately owned and was not identified by the "utility locate" process. Staff met with the property owners of the DRA site (KMS Investment Partnership) on August 23, 2007, to assess the situation. The ground radial system is a web of small (#10) copper wiring that is placed 2-6" underground. The wiring is run in lines that start at the tower base and stretch out to varying distances within the DRA, and as previously mentioned, serve to enhance the signal strength for the broadcast station. During the discussion of the issue concerning the wires that were cut, the issue of needing an easement was brought up. As a point of history, when the David/Manuel Commercial Park plat was approved (April 2002), page two of the plat provided for a restriction that states, "LOT 9 IS RESTRICTED FOR USE AS A DRAINAGE RETENTION AREA (DRA) AND FOR A POTENTIAL COMMUNICATION TOWER SITE. SAID DRA IS DESIGNED TO HANDLE THE DRAINAGE FROM THE "FUTURE DEVELOPMENT" AS

NOTED ON THIS PLAT AS WELL AS THAT PORTION OF THE FUTURE ROAD SECTION DESIGNATED AS TRACT "A" ON THIS PLAT. Although the plat did not formally dedicate an easement, the restriction implies the right to place water from the improved condition of the plat into the DRA.

Since the Providence Boulevard/Whitfield Avenue project includes an area that is located outside the platted subdivision, the engineer designed a portion of the existing pond to be excavated an additional average of 1.5 feet more than its current condition. This is necessary in order to meet SWFWMD permitting requirements for the project, and to continue to maintain the storage/treatment capacity for the area labeled as "FUTURE DEVELOPMENT" on the plat. Since the DRA property is under a fee simple ownership, and the project impact is for more than what the restriction placed with the plat contemplates, the city attorney has indicated that an easement would be required.

Staff have been communicating with the property owners with respect to working through the issues and concerns in granting an easement, including the issue of reimbursement for the repair/replacement of the ground radial system that was and will be further disturbed in excavating the DRA. An "Agreement for Grant of Easement" is in the process of being negotiated as of the time this report is being written. An initial draft of the Agreement that has been transmitted to the owner for consideration is attached.

Time is of the essence, since the TOPS funding is due to expire as of December 31, 2007. The Owner(s) and the City will either need to agree with the terms of an easement agreement, so that the contractor may be authorized to continue with the project, or the City will need to close out the project, and pay the contractor for costs incurred to date as well as for the costs to repair/replace the ground radial system in the DRA.

ADDITIONAL INFORMATION

Treating this issue as an opportunity, Staff are working with the mayor to address the possibility of obtaining the cooperation of other property owners in this area to do a version of the project originally contemplated. With property owner support, the plan is to go back to the FDOT and request an extension to the grant funding, that would allow for a project that provides for road connectivity that would benefit all of the existing road network in this area (as opposed to just building the smaller road segments that won't connect to anything until additional segments are constructed).

BUDGET IMPACT:

The cost to cure easement, based on meetings with the owner to date, is estimated at \$25,000. TOPS Grant funds are anticipated to be used to acquire this easement.

STAFF RECOMMENDATION:

Approve the "Agreement for Grant of Easement," and authorize the mayor to sign the appropriate documentation.

Attachment: Draft Agreement for Grant of Easement

pc: file

**CITY OF BROOKSVILLE
MEMORANDUM**

To: CITY COUNCIL

VIA: T. Jennene Norman - Vacha , City Manger

From: Emory H. Pierce, Director of Public Works

Re: Southern Hills Plantation Reimbursement & Impact Fee Credit Request
Verification Report Submittal #3

Date: October 22, 2007

We request approval of Submittal # 3 for the purpose of booking impact fee credits for Southern Hills Plantation Project and Offsite Improvements.

Staff has reviewed these cost numbers and concurs with the amounts and agrees that the subject work has been completed.

The purpose of these reports is to allow City Council to approve of the costs of the expenditures the Developer has made prior to the, " booking", or creation of impact fee credits for water, sewer, and transportation expenditures. The credits actually being booked at this time are listed in the attached memo from Coastal Engineering. As per the various agreements and amendments related to this project the Developer is allowed to receive impact fee credits for certain expenditures when the work is completed. Two previous Submittals have been approved.

July 27, 2007

Emory Pierce
City Engineer
City of Brooksville
600 S. Brooksville Ave.
Brooksville, Florida 34601

Re: Southern Hills Plantation – Request Booking for Impact Fee Credits

Mr. Pierce:

Attached for your review is the ***Reimbursement & Credit Request Verification Report, Submittal #3 (ETD 03/31/07)*** to the ***City of Brooksville Report on Award of Bids & Cost Basis for Reimbursement On the Southern Hills Plantation Project and Offsite Improvements*** dated 7/27/07 (Report) including Accounting Packets #1 through #8 submitted by Coastal on behalf our client, Hampton Ridge Developers, LLC (Developer). With your acceptance of the report, Coastal requests on behalf our client that the report and the request for booking of the impact fee credits with the Developer as identified below be brought before the Brooksville City Council for approval.

1. Sewer impact fee credits in the amount of \$294,259.24 for costs incurred by the Developer in providing required information to the City and funds for purchasing real property through the City's condemnation process for necessary easements associated with the Wiscon to SR50 Reuse and Forcemain project.
2. Transportation impact fee credits in the amount of \$963,175.55 for cost incurred in the procurement of ROW for the SR50 2-Lane Collector (a.k.a., Governors Blvd. and the North-South Road Phase 2). This cost includes \$274,300.00 for ROW owned by the Developer that has been deeded to the City and \$688,875.55 in City condemnation costs paid by the Developer to obtain the remaining required ROW including the Mendez and Brocoto properties.

When you have completed your review and deemed the report acceptable, Coastal will provide nine (9) copies of the final Report without the Accounting Packets for your dissemination. For purposes of subsequent SWFWMD reimbursement submittals following the acceptance of the Report, Coastal will provide additional copies of the appropriate invoices and checks from the Accounting Packets when needed.

Please call me if you have any questions.

Sincerely,
COASTAL ENGINEERING ASSOCIATES, INC.



Tom Mountain
Sr. Vice President

copy: T. Casey with Report and Attachments and w/o Packets
G. Miars with Report and Attachments and w/o Packets
file

**City of Brooksville
Memorandum**

To: City Council

via: T. Jennene Norman-Vacha, City Manager 

From: Emory H. Pierce, Director of Public Works

Date: 10/26/07

RE: **Water, Sewer and Transportation Impact Fee Credit Summary- Southern Hills Plantation**

Water and Sewer Impact Fee Credits- Submittal No. 1

Submittal No. 1, dated 4/1/05, allowed for the "booking" of \$521,859.30 in water impact fee credits (\$445/ERU) for the water main lines in SHP PH I and \$333,544.85 (of the \$517,294.85 in total sewer impact fees approved in Submittal No. 1 to become eligible as credits as work progressed and City accepted them) in sewer impact fee credits at \$1,170/ERU. Those amounts represent the utility improvements accepted by the city.

Transportation Impact Fee Credits- Submittal No. 1

No transportation impact fee credits were booked at the time of submittal no. 1. The SHP Blvd and N/S road construction issues had not been settled at that time.

Water Impact Fee Credits- Submittal No. 2

Submittal No. 2 identified an \$11,703.94 reduction in water impact fee credit amount approved and booked in Submittal No. 1 due to corrected invoicing from Specialized Services, Inc (\$8,096.34) for the Potable Water Main Ph I project and a reduction of \$3,607 in water line oversizing that was incorrectly included in submittal 1, but was supposed to be reimbursed directly by the City. No new water impact fee credits were booked with Submittal No. 2.

Sewer Impact Fee Credits- Submittal No. 2

Submittal No. 2, dated 3/31/06, allowed for the "booking" of \$291,817 in sewer impact fees associated with the completion of the SR 50 West Service Area Agreement (\$32,351.50 which was 50% of the General Conditions amount and \$259,466 for 100% of the sewer extension amount). This \$291,817 is eligible for credits at the \$1,728/ERU, per the agreement, not the \$1,170 rate. Submittal No. 2 also identified \$183,750 (completion of the Regional Pump Station), the balance of the \$517,294.85 from submittal No. 1, to be booked. In addition, Submittal No. 2 also identified an additional \$52,406.45 in impact fee (at \$1,170/ERU) credit eligible improvements for the Forcemain SHP to Fairgrounds project not included in the originally approved \$517,294.85 amount in Submittal No. 1.

Transportation Impact Fee Credits- Submittal No. 2

Submittal No. 2, dated 3/31/06, identifies a total of \$3,076,890.45 in costs ETD to be recognized for transportation fee credits. In a memo from Coastal Engineering dated 9/21/2006, \$1,162,313.19 of R-O-W acquisitions, design and permitting costs, modifications and change orders were to be booked. The balance (\$1,914,577.26) will be booked after final acceptance of the roadway by the City.

Water Impact Fee Credits- Submittal No.3

No impact fee credits for water are requested or to be booked in Submittal No. 3.

Sewer Impact Fee Credits- Submittal No. 3

In Submittal No.3, \$294,259.24 is identified as eligible to be booked as sewer impact fee credits for the work already completed in the on-going Forcemain-Wiscon to SR 50 portion of the project.

Transportation Impact Fee Credits- Submittal No. 3

Submittal No. 3 identifies \$963,175.55 in transportation impact fee credits associated with the completed portions of the on-going SR50 2-Lane Collector to be booked.

City of Brooksville

Review of Submittals No. 1,2 and 3 Reimbursement and Credit Request Verification Reports

Impact Fee Credits to Date	Approved	Approved	Approved	Awaiting Council Approval
10/25/07				
Southern Hills Boulevard-Water Distribution, Plantation Offsite Utilities- Site Work (33%), and Southern Hills Plantation Offsite Utilities- Water Distribution: a.k.a, Potable Water Main Phase 1 (\$445/ERU)	Submittal No. 1	SR 50 West Service Area Agreement- Sewer	Submittal No.2	Submittal No.3
	\$521,859.30		-\$11,703.94	
Southern Hills Plantation Offsite Utilities- Site Work (33%), SHP Offsite Utilities- Sanitary and Onsite Master Earthwork Grading and Drainage-Schedule A: Regional Pump Station (\$183,750.00) (\$1,170/ERU)			\$183,750.00	
Foremain SHP to Fairground (\$1,170/ERU)	\$333,544.85		\$52,406.45	
SR 50 West Service Area Agreement (\$1,728/ERU)		\$291,817.00		
Foremain-Wiscon to SR 50 (\$1,170/ERU)				\$294,259.24
Transportation- ROW & Drainage Easement Acquisition, Engineering & Design/Permitting, US 41 Modifications, CO # 8 & CO #9			\$1,162,313.19	
SR 50 2-Lane Collector Rd				\$963,175.55

M E M O R A N D U M

TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: THOMAS S. HOGAN, CITY ATTORNEY
SUBJECT: U.S. 41 SR 50-US 41 CONNECTOR ROAD AGREEMENT
DATE: OCTOBER 26, 2007



Attached please find the U.S. 41 SR 50-US 41 connector road implementation agreement between Hernando County and the agreement between the City of Brooksville and Hampton Ridge Developers, LLC. The agreements have been reviewed by counsel for the City, LandMar and the County.

In the agreement between Hernando County and the City, we have asked that the option of requiring a bond be stricken from paragraph three of the agreement, because, even though the bond will be the responsibility of LandMar, a bond would cause additional legal complexities and fees for the City, which we wish to avoid. However, we do not believe this provision is a deal breaker from a legal perspective.

Additionally in the agreement between Hernando County and the City, the more disconcerting change was made by the County. Specifically, the County amended paragraph four of the agreement to state that their failure to amend or dissolve the lease with the Fair Association which governs the County property at issue will not render the property unmarketable. In other words, the City would have to take the property subject to the lease, and then negotiate with the Fair Association, which will likely require payment of monetary consideration to the association.



Engineering
Planning
Surveying
Environmental
Construction Management

966 Candlelight Boulevard • Brooksville • Florida 34601
(352) 796-9423 • Fax (352) 799-8359
e-mail: coastal@coastal-engineering.com
www.coastal-engineering.com

Transmittal Letter

To: City of Brooksville

Attn: Jennene Norman-Vacha

From: Tom Mountain 

Date: October 26, 2007

Re: Fairgrounds ROW

10-26-07 P02:21 IN

We are sending you the attached:

Copies	Date	No./Pgs	Description
1	10/25/07		SR50-US41 CONNECTOR ROAD IMPLEMENTATION AGREEMENT (City-County) Version 4
1	10/25/07		AGREEMENT BETWEEN CITY AND DEVELOPER TO FACILITATE FUNDING OF SR50-US41 CONNECTOR ROAD ACQUISITION

THESE ARE BEING TRANSMITTED AS CHECKED BELOW:

- | | | |
|---------------------------------------|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> No exception taken | <input type="checkbox"/> Rejected, see Remarks |
| X For your use | <input type="checkbox"/> Make corrections noted | <input type="checkbox"/> For review and comment |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Amend & resubmit | <input type="checkbox"/> For signature(s) |

REMARKS:

Here are clean copies for your use and placement on the agenda for the Nov 5th City Council Meeting. Mike Silvey has been provided with original of City-County Agreement

**AGREEMENT BETWEEN CITY AND DEVELOPER
TO FACILITATE FUNDING OF
SR50-US41 CONNECTOR ROAD ACQUISITION**

THIS AGREEMENT BETWEEN CITY AND DEVELOPER TO FACILITATE FUNDING OF SR50-41 CONNECTOR ROAD ACQUISITION (“**Agreement**”) is made and entered into as of November __, 2007, by and between the CITY OF BROOKSVILLE, a Florida municipal corporation, through its City Council (“**City**”), and HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company (“**Developer**”), with reference to the following facts:

WHEREAS, pursuant to Section 2.D.1 of the City of Brooksville, Florida Development Agreement for Hampton Ridge Project, dated May 28, 2003, as subsequently amended by (collectively, the “**Development Agreement**”), the Developer is obligated to construct the S.R. 50-U.S. 41 Collector Road (as defined and described in the Development Agreement), and to dedicate the necessary right-of-way therefor, or fund the cost of the City’s acquisition of right-of-way through condemnation or similar proceedings outside of the “**Property**” (as defined in the Development Agreement), in exchange for transportation impact fee credits; and

WHEREAS, on November 12, 2003, the City and the Hernando County (“**County**”) entered into that certain Supplemental Interlocal Agreement Regarding the Hampton Ridge 1,600 Acre Tract (“**Supplemental Interlocal Agreement**”), providing, in part, for coordination between the City and the County with regard to the acquisition of right-of-way for the north-south segment of the roadway connecting State Road 50 (“**SR 50**”) and U.S. Highway 41 (“**US 41**”) (defined therein and referred to herein as the “**SR50-US41 Connector Road**”, being one and the same as the S.R. 50-U.S. 41 Collector Road); and

WHEREAS, Section 1.7 of the Supplemental Interlocal Agreement provides, in pertinent part, the following:

“Once the City has acquired or contracted for all of the right-of-way for the N-S segment of the SR 50-US 41 Connector Roadway, except for the right-of-way across the Hernando County parcel east of the Fairgrounds, the City shall advise the County in writing that it has said right-of-way. Immediately thereafter, the County shall convey to the City, at fair market value, title to the right-of-way for that portion of the SR 50-US 41 Connector Road segment crossing their property.”; and

WHEREAS, the City has previously notified the County that the City has acquired or contracted for all of the right-of-way for the SR50-US41 Connector Road, except for the right-of-way across lands owned by the County, which parcel is more particularly described in **Exhibit “A”** (“**County Property**”), and the Hernando County Fair Association, Inc., a Florida not-for-profit corporation (“**Fair Association**”), which parcel of real property is more particularly described in **Exhibit “B”** (“**Fair Association Property**”); and

WHEREAS, the City has obtained and provided to the County and the Fair Association fair market value appraisals (each an “**Appraisal**”), in the form of Summary Appraisal Reports, each dated March 9, 2007, prepared by American Acquisition Group, LLC, through K. Mitchell Caldwell, MAI; and

WHEREAS, the fair market appraised value of the County Property, including cost-to-cure compensation, is \$1,120,825.00, and the fair market appraised value of the Fair Association Property is \$126,345.00; and

WHEREAS, the City intends to enter into certain SR50-US41 Connector Road Implementation Agreements with the County and the Fair Association, respectively (collectively, the “**Implementation Agreements**”), to further implement Section 1.7 of the Supplemental Interlocal Agreement, in lieu of condemnation, providing for the conveyance of the County Property and the Fair Association Property (collectively, the “**Properties**”) to the City, and the City’s payment to the County and the Fair Association of the fair market value of their respective Properties as established by the Appraisals; and

WHEREAS, as a condition to entering into the Implementation Agreements, the City requires Developer to provide the funding necessary for the City to satisfy its obligations under the Implementation Agreements, in accordance with Section 2.D.1., of the Development Agreement; and

WHEREAS, the City and the Developer desire to provide for the specific implementation of the agreements with the County and the Fair Association to facilitate the City’s acquisition of the County Property and the Fair Association Property, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and covenants set forth in this Agreement and the Development Agreement, the parties agree as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Agreement by this reference.
2. Posting of Security. The Developer shall deliver to the City, or the County and/or the Fair Association directly if so requested by the City, the Security (as defined in the Implementation Agreements) in the amounts and forms required by the Implementation Agreements. In exchange for delivering the Security, the City shall obtain from the County and the Fair Association easements to enable the construction, installation, maintenance and operation of the potable water main within the Properties, and permit construction thereof in accordance with the plans and specifications for such potable water main approved by the City prior to the date hereof. The City will cooperate with the Developer by obtaining the return of the Security from the County and the Fair Association at the time required to be returned pursuant to the Implementation Agreements.
3. Acquisition Price. The Developer acknowledges that the City must pay to the County \$1,120,825.00, and to the Fair Association \$126,345.00, in consideration for acquisition in lieu of condemnation of fee simple title to the County Property and the Fair Association Property, respectively. The Developer shall deliver to the Escrow Agent named in the Implementation Agreements such amounts pursuant to Section 2.D.1)b) of the Development Agreement, together with any other amounts required to be satisfied by the City pursuant to the Implementation Agreements, at least one (1) business day prior to the date on which such amounts are due thereunder.

4. Title; Survey. Developer shall provide, at the Developer's sole cost and expense, title insurance commitments, title insurance policies, and boundary surveys as to the Properties at the time permitted by the Implementation Agreements. Developer shall cause title commitments to be provided to the City Attorney for the City Attorney's review and approval in advance of the date for acquisition of fee simple title to the Properties. Developer shall not have any obligation to cure or satisfy any matters affecting title to the respective properties, provided that Developer shall cooperate with the City Attorney in any such efforts, at no further cost or expense to Developer. Developer shall cause title insurance policies to be issued to the City promptly after the respective closings.

5. Closing Dates. The City agrees to acquire fee simple title to the County and Property and the Fair Association Property on the dates set forth in the respective agreements. Developer shall have the right to request that the City acquire the Properties at an earlier date by delivering written notice thereof to the City, provided that such written notice shall provide for a closing date fifteen (15) days after the date of such notice, and, provided further, that Developer provides the funding necessary to complete the acquisition of the Properties on the date so specified. In no event will the City accelerate the date for acquisition of either the County Property or the Fair Association Property pursuant to the respective Implementation Agreements unless Developer so requests.

6. Transportation Impact Fee Credits. Immediately after consummating the closings under the Implementation Agreements, and pursuant to the terms of the Development Agreement, the City shall provide Developer with transportation impact fee credits equal to all amounts funded by Developer pursuant to the terms of this Agreement, in recognition that such amounts are being funded to satisfy the City's expenses incurred in acquiring the Properties in lieu of condemnation. Developer shall provide to the City invoices for any costs or expenses incurred and funded by the Developer that are not shown on the closing statements for such transactions as evidence of the amount to be credited to Developer.

7. Time. Time is of the essence in this Agreement with regard to all acts and dates imposed on the parties hereto. All time periods and deadlines set forth in this Agreement shall be calculated in calendar days, unless business days are expressly stated. In the event that the date upon which any duties or obligations hereunder are to be performed, or the exercise of any option or right or any deadline hereunder shall occur or be required to occur, shall be a Saturday, Sunday or holiday on which banks in the State of Florida are closed, then, in such event, the due date for performance of any duty or obligation or the exercise of any option or right shall thereupon be automatically extended to the next succeeding business day. All deadlines and time periods shall be deemed to expire or occur, as applicable, at 5:00p.m. Eastern Time unless otherwise expressly stated herein.

8. Notice. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by facsimile followed by U.S. Mail, or by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: (a) to the City at 201 Howell Avenue, Brooksville, Florida 34601, Attention: City Manager, Facsimile: (352) 544-5424, with a copy to the City Attorney; and (b) to Developer at 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, Attention: Graydon E. Miars, Facsimile: (813) 207-0139. These addresses may be changed by giving notice as provided for in this paragraph.

9. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

10. Damages, Costs and Expenses. To the extent that the City becomes obligated to pay any damages or is otherwise liable for any costs and expenses pursuant to the terms of either Implementation Agreement, the Developer shall be obligated to pay the same or to reimburse the City therefor, as directed by the City.

11. Attorneys' Fees. The prevailing party in any litigation arising out of this Agreement shall be entitled to costs and reasonable attorneys' fees and expenses incurred by such party, including any incurred on appeal or in any administrative proceeding. This provision shall survive the closings and any termination of this Agreement.

12. Amendments; Entire Agreement. This Agreement may only be amended by written consent of both parties hereto. This Agreement, together with the Development Agreement, constitutes the entire understanding between the parties with respect to the specific subject matter set forth herein.

13. Severability. If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect, and shall be construed, as closely as possible, as if such unenforceable provision were not included herein.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, but all of which shall together constitute one and the same instrument.

15. Effect of Agreement. This Agreement shall take effect on the last date on which the City or the Developer executes this Agreement ("**Effective Date**").

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date indicated below next to each parties' signatures.

ATTEST:

CITY OF BROOKSVILLE
a Florida municipal corporation

Karen Phillips
City Clerk

By: _____
David Pugh, Mayor
City Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Tom Hogan
City Attorney

ATTEST:

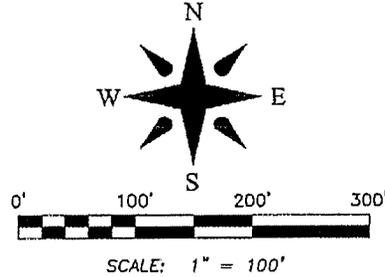
HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

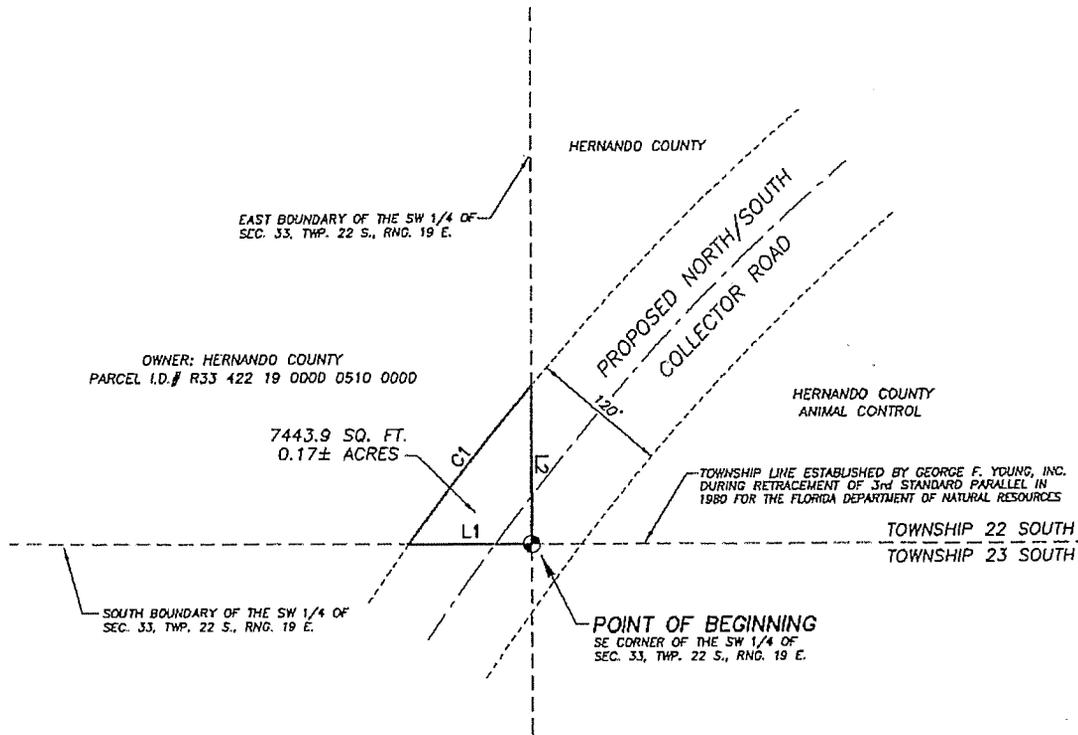
COMPOSITE EXHIBIT "A"

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *



NOTE:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	04°34'51"	172.70'	172.65'	N 37°11'36" E

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°53'55" W	105.22'
L2	S 00°21'13" E	137.72'

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 N 89° 53' 55" W A DISTANCE OF 105.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 04° 34' 51", A CHORD DISTANCE OF 172.65 FEET AND A CHORD BEARING OF N 37° 11' 36" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.70 FEET TO THE EAST BOUNDARY OF SAID SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S 00° 21' 13" E A DISTANCE OF 137.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE, MORE OR LESS.

Coastal Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.
966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 798-9423 - Fax (352) 798-8369
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED
& SEALED BY REGISTERED PROFESSIONAL

MARCUS H. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6278

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:

CITY OF BROOKSVILLE

DATE

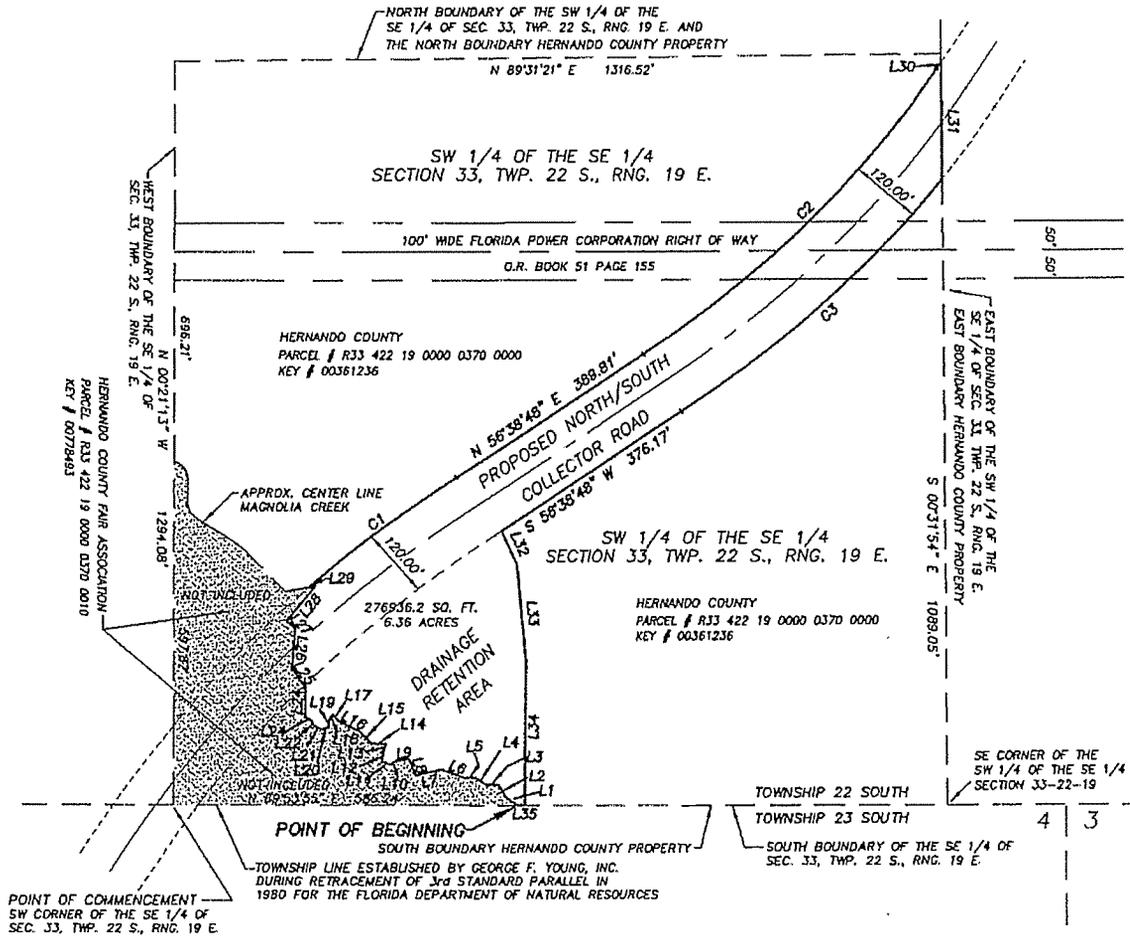
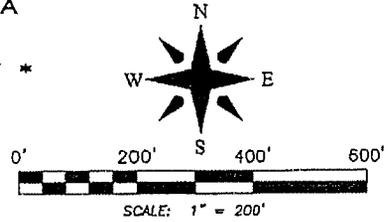
08-08-06

04415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTES
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE
SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°17'36"	312.65'	312.37'	N 52°30'00" E
C2	1749.94'	23°06'28"	705.77'	700.99'	N 45°05'34" E
C3	1868.94'	18°23'18"	600.15'	597.57'	S 47°27'09" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°22'33" W	25.92'
L2	N 30°10'15" W	24.91'
L3	WEST	19.94'
L4	N 56°53'58" W	21.68'
L5	N 87°31'49" W	19.60'
L6	N 68°57'56" W	40.12'
L7	S 76°32'53" W	44.96'
L8	N 22°37'04" W	30.84'
L9	S 83°36'43" W	21.00'
L10	S 52°24'01" W	11.28'
L11	N 73°28'03" W	16.10'
L12	N 05°45'08" E	18.08'
L13	N 22°03'41" E	13.10'
L14	N 85°24'41" W	25.09'
L15	N 41°49'44" W	28.00'
L16	N 63°19'21" W	40.36'
L17	N 41°43'26" W	14.76'
L18	S 37°48'56" W	8.76'

LINE TABLE

LINE	BEARING	DISTANCE
L19	S 07°52'32" W	15.96'
L20	S 74°17'41" W	11.56'
L21	N 64°54'44" W	13.47'
L22	N 30°38'48" W	10.22'
L23	N 54°16'37" W	13.98'
L24	N 00°32'30" E	50.83'
L25	N 34°57'36" W	40.71'
L26	N 04°32'06" E	67.79'
L27	N 42°21'29" W	20.39'
L28	N 38°27'51" E	76.81'
L29	S 78°57'17" W	11.55'
L30	N 33°32'20" E	14.22'
L31	N 00°31'54" E	202.89'
L32	S 24°17'20" E	85.81'
L33	S 03°24'31" E	188.27'
L34	S 00°08'16" W	249.33'
L35	N 89°53'55" W	12.29'

SHEET 1 OF 2

Coastal Engineering Planning Surveying Environmental Construction Management
engineering associates, inc.
860 Candlelight Boulevard - Brooksville - Florida 34801
(352) 705-8423 - Fax (352) 786-8358
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7250

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL
MARCUS H. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

SKETCH OF DESCRIPTION
PREPARED FOR AND CERTIFIED TO: CITY OF BROOKSVILLE
DATE: 03-06-07
04415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND ALSO BEING A PART OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID PARCEL LYING NORTHEASTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 N 89° 53' 55" E A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE OF MAGNOLIA CREEK N 56° 22' 33" W A DISTANCE OF 25.92 FEET; THENCE N 30° 10' 15" W A DISTANCE OF 24.91 FEET; THENCE WEST A DISTANCE OF 19.84 FEET; THENCE N 56° 53' 59" W A DISTANCE OF 21.68 FEET; THENCE N 87° 31' 49" W A DISTANCE OF 19.60 FEET; THENCE N 69° 57' 56" W A DISTANCE OF 40.12 FEET; THENCE S 76° 32' 53" W A DISTANCE OF 44.96 FEET; THENCE N 22° 37' 04" W A DISTANCE OF 30.84 FEET; THENCE S 83° 36' 43" W A DISTANCE OF 21.00 FEET; THENCE S 52° 24' 01" W A DISTANCE OF 11.28 FEET; THENCE N 73° 29' 03" W A DISTANCE OF 16.10 FEET; THENCE N 05° 45' 08" E A DISTANCE OF 18.08 FEET; THENCE N 22° 03' 41" E A DISTANCE OF 13.10 FEET; THENCE N 85° 24' 41" W A DISTANCE OF 25.09 FEET; THENCE N 41° 49' 44" W A DISTANCE OF 28.00 FEET; THENCE N 63° 19' 21" W A DISTANCE OF 40.36 FEET; THENCE N 41° 43' 26" W A DISTANCE OF 14.76 FEET; THENCE S 37° 48' 56" W A DISTANCE OF 8.76 FEET; THENCE S 07° 52' 32" W A DISTANCE OF 15.96 FEET; THENCE S 74° 17' 41" W A DISTANCE OF 11.56 FEET; THENCE N 64° 54' 44" W A DISTANCE OF 13.47 FEET; THENCE N 30° 38' 48" W A DISTANCE OF 10.22 FEET; THENCE N 54° 18' 37" W A DISTANCE OF 13.98 FEET; THENCE N 00° 32' 30" E A DISTANCE OF 50.83 FEET; THENCE N 34° 57' 36" W A DISTANCE OF 40.71 FEET; THENCE N 04° 32' 06" E A DISTANCE OF 67.79 FEET; THENCE N 42° 21' 29" W A DISTANCE OF 20.39 FEET; THENCE N 38° 27' 51" E A DISTANCE OF 76.81 FEET; THENCE S 78° 57' 17" W A DISTANCE OF 11.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 08° 17' 36", A CHORD DISTANCE OF 312.37 FEET AND A CHORD BEARING OF N 52° 30' 00" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N 56° 38' 48" E A DISTANCE OF 389.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1749.94 FEET, A DELTA OF 23° 06' 29", A CHORD DISTANCE OF 700.99 FEET AND A CHORD BEARING OF N 45° 05' 34" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 705.77 FEET TO A POINT OF TANGENCY; THENCE N 33° 32' 20" E A DISTANCE OF 14.22 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00° 31' 54" E A DISTANCE OF 202.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1869.94 FEET, A DELTA OF 18° 23' 19", A CHORD DISTANCE OF 597.57 FEET AND A CHORD BEARING OF S 47° 27' 09" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 600.15 FEET TO A POINT OF TANGENCY; THENCE S 56° 38' 48" W A DISTANCE OF 376.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 24° 17' 20" E A DISTANCE OF 65.81 FEET; THENCE S 05° 24' 31" E A DISTANCE OF 168.27 FEET; THENCE S 00° 06' 16" W A DISTANCE OF 249.33 FEET TO THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY N 89° 53' 55" W A DISTANCE OF 12.29 FEET TO THE POINT OF BEGINNING; SUBJECT TO A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 51, PAGE 155, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 6.36 ACRES, MORE OR LESS.

SHEET 2 OF 2

 <p>886 Candlelight Boulevard • Brooksville - Florida 34601 (352) 796-9423 • Fax (352) 708-8359 EB-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200</p>	<p>DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>MARCUS H. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 0276</p>	SKETCH OF DESCRIPTION	
		<p>PREPARED FOR AND CERTIFIED TO:</p> <p>CITY OF BROOKSVILLE</p>	<p>DATE</p> <p>03--06--07</p> <p>04415</p>



Engineering
Planning
Surveying
Environmental
Construction Management

966 Candlelight Boulevard • Brooksville • Florida 34601
(352) 796-9423 • Fax (352) 799-8359
e-mail: coastal@coastal-engineering.com
www.coastal-engineering.com

Transmittal Letter

To: Hernando County Engineering Division

Attn: Mike Silvey

From: Tom Mountain 

Date: October 26, 2007

Re: Fairgrounds ROW

We are sending you the attached:

Copies	Date	No./Pgs	Description
1	10/24/07		SR50-US41 CONNECTOR IMPLEMENTATION AGREEMENT – VERSION 4

THESE ARE BEING TRANSMITTED AS CHECKED BELOW:

- For approval
- For your use
- As requested
- No exception taken
- Make corrections noted
- Amend & resubmit
- Rejected, see Remarks
- For review and comment
- For signature(s)

REMARKS:

Lets go with this agreement with Kent's edits as provided by Donna Feldman. The City is putting the same on their City Council agenda for Monday, November 5, 2007.

We plan to be ready for the Fair Association Meeting scheduled for Monday, November 5th, 11:00 AM, at the Fairgrounds.

Thanks.

**SR50-US41 CONNECTOR ROAD
IMPLEMENTATION AGREEMENT
(City-County)**

THIS SR50-US41 CONNECTOR ROAD IMPLEMENTATION AGREEMENT (City-County) (“**Agreement**”) is made and entered into as of November ____, 2007, by and between the CITY OF BROOKSVILLE, a Florida municipal corporation, through its City Council (“**City**”), and HERNANDO COUNTY, a subdivision of the State of Florida, through its Board of County Commissioners (“**County**”), with reference to the following facts:

WHEREAS, on November 12, 2003, the City and the County entered into that certain Supplemental Interlocal Agreement Regarding the Hampton Ridge 1,600 Acre Tract (“**Supplemental Interlocal Agreement**”), providing, in part, for coordination between the City and the County with regard to the acquisition of right-of-way for the north-south segment of the roadway connecting State Road 50 (“**SR 50**”) and U.S. Highway 41 (“**US 41**”) (commonly referred to as the “**SR50-US41 Connector**”); and

WHEREAS, Section 1.7 of the Supplemental Interlocal Agreement provides, in pertinent part, as follows:

“Once the City has acquired or contracted for all of the right-of-way for the N-S segment of the SR 50-US 41 Connector Roadway, except for the right-of-way across the Hernando County parcel east of the Fairgrounds, the City shall advise the County in writing that it has said right-of-way. Immediately thereafter, the County shall convey to the City, at fair market value, title to the right-of-way for that portion of the SR 50-US 41 Connector Road segment crossing their property.”; and

WHEREAS, the City has previously notified the County that the City has acquired or contracted for all of the right-of-way for the SR50-US41 Connector, except for the right-of-way across lands owned by the County, which parcel is more particularly described in **Exhibit “A”** (“**County Property**”), and lands owned by the Hernando County Fair Association, Inc., a Florida not-for-profit corporation (“**Fair Association**”), which parcel of real property is more particularly described in **Exhibit “B”** (“**Fair Association Property**”); and

WHEREAS, the City has obtained and provided to the County and the Fair Association fair market value appraisals, in the form of Summary Appraisal Reports, each dated March 9, 2007, prepared by American Acquisition Group, LLC, through K. Mitchell Caldwell, MAI (each an “**Appraisal**”); and

WHEREAS, the fair market appraised value of the County Property, including cost-to-cure compensation, is \$1,120,825.00; and

WHEREAS, the City and the County desire to further implement Section 1.7 of the Supplemental Interlocal Agreement, providing for the conveyance of the County Property by the

County to the City, and the City's payment to the County of the fair market value of the County Property as established by the Appraisal; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Chapters 125, 163 and 166, Florida Statutes.

NOW, THEREFORE, for good and valuable consideration, as set forth in this Agreement and performance of the covenants and agreements of the parties as set forth herein, the City and County agree as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Agreement by this reference.

2. Acceptance of Appraisal. By its execution of this Agreement, the County hereby approves and accepts the Appraisal, and agrees to accept the sum of \$1,120,825.00 as the fair market value, including cost-to-cure compensation, for the County Property ("**Acquisition Price**").

3. Security for Performance. As security for the City's agreement to pay the Acquisition Price to the County, the City shall cause a bond or letter of credit, in a form reasonably acceptable to the City and the County, to be delivered to the County, naming the County as beneficiary thereof, in the amount of the Acquisition Price ("**Security**"). The City shall cause the Security to be delivered to the County within thirty (30) days after the Effective Date (defined in Paragraph 17 below) of this Agreement. The County shall release the Security to the City, or the provider thereof, at the Closing (defined in Paragraph 5 below).

4. Title; Survey. The City shall have the right to obtain a title insurance policy and boundary survey in connection with the City's acquisition of the County Property. The City shall obtain such title insurance policy and survey at no cost or expense to the County, except as may be required for the County to cure or satisfy any title or survey matters which the City deems to be title or survey defects upon the City's review of a title insurance commitment for the issuance of such title insurance policy and the boundary survey. The County, at the County's cost and expense, shall cure any monetary liens and encumbrances, any gaps, gores, overlaps or physical encroachments onto or off of the County Property, and any matters which render title unmarketable. Without limiting the generality of the foregoing, the County shall in good faith using its best efforts seek to cause the existing lease in favor of the Hernando County Fair Association, Inc. ("**Lease**"), to be amended, partially released or terminated prior to or at Closing, such that the County Property is conveyed to the City free and clear of the Lease. Failure to cause such amendment, partial release, or termination shall not render title unmarketable.

5. Closing. The County shall convey the County Property to the City, and the City shall pay the Acquisition Price to the County on January 30, 2008, or such earlier date as may be elected by the City, in its sole discretion, by delivering written notice thereof to the County identifying a date no sooner than ten (10) business days after the date of such notice. The date on which the Closing occurs shall be referred to herein as the "**Closing Date**". The Closing shall be handled through Donna J. Feldman, P.A., acting as Escrow Agent for the transaction

("Escrow Agent"). At least one (1) business day prior to the Closing Date, the parties shall deliver the following to Escrow Agent:

(a) The County shall deliver a deed in the form of **Exhibit "C"** attached hereto ("**Deed**"), fully executed and notarized, and in recordable form, together with an applicable Form DR-219;

(b) The City shall deliver or cause to be delivered the Acquisition Price by wire transfer of readily available funds;

(c) Each party shall deliver evidence of its authority to consummate the transaction, in the form of a duly adopted resolution of its governing body;

(d) Each party shall deliver an executed counterpart of a closing statement prepared by Escrow Agent; and

(e) Each party shall deliver such other documents as may be reasonably requested by either party or the Escrow Agent to consummate the transaction.

Upon the Escrow Agent's receipt of the foregoing deliveries, the Escrow Agent is authorized to deliver the Acquisition Price to the County, deliver the Deed to the Clerk of Hernando County for recording in the Public Records of Hernando County ("**Public Records**"), and deliver any other documents to the appropriate parties, as applicable.

6. Water Main Easement. The City desires to expedite the construction and installation of a potable water main within the County Property providing a connection to the City's potable water system. Within ten (10) days after the County receives the Security, the County shall grant to the City a temporary, non-exclusive easement for construction, installation, operation and maintenance of the water main and associated fixtures and appurtenances, together with rights of ingress and egress as reasonably necessary to accomplish the purpose of such easement, by delivering to the City the duly executed and notarized original of the easement agreement attached hereto as **Exhibit "D"** ("**Easement Agreement**"). The Easement Agreement shall terminate automatically upon recordation of the Deed in the Public Records. Upon the City's receipt of the Easement Agreement, the City shall be entitled to record the same in the Public Records, and to cause construction to be commenced with respect to the City's potable water main in accordance with plans and specifications therefor as approved by the City. The County acknowledges and agrees that such water main, and associated fixtures and appurtenance, shall constitute the property of the City, and the County shall have no rights or entitlements thereto. To the extent permitted by law without waiver of sovereign immunity in tort, the City agrees to hold the County harmless from any and all claims, costs, or damages resulting from the City's willful or negligent acts with respect to use of this easement.

7. Risk of Loss. The County shall bear all risk of loss associated with the County Property until the delivery of the Deed. The City shall bear all risk of loss associated with any improvements made to the County Property by the City pursuant to the Easement Agreement.

8. Default; Resolution of Disputes. In the event of any default by either the City or the County to timely and fully satisfy its obligations under this Agreement, then the non-

defaulting party shall have all rights and remedies available at law and in equity to enforce the same. If the parties fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures by submitting to non-binding mediation under Chapter 164, Florida Statutes; provided, however, that the parties' agreement to pay liquidated damages as provided above shall not require nor be subject to such dispute resolution process. All disputes shall be governed by the laws of Florida, and venue of any dispute shall be in Hernando County.

9. Construction of Agreement. Both parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

10. Time. Time is of the essence in this Agreement with regard to all acts and dates imposed on the parties hereto. All time periods and deadlines set forth in this Agreement shall be calculated in calendar days, unless business days are expressly stated. In the event that the date upon which any duties or obligations hereunder are to be performed, or the exercise of any option or right or any deadline hereunder shall occur or be required to occur, shall be a Saturday, Sunday or holiday on which banks in the State of Florida are closed, then, in such event, the due date for performance of any duty or obligation or the exercise of any option or right shall thereupon be automatically extended to the next succeeding business day. All deadlines and time periods shall be deemed to expire or occur, as applicable, at 5:00p.m. Eastern Time unless otherwise expressly stated herein.

11. Notice. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by facsimile followed by U.S. Mail, or by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: (a) to the City at 201 Howell Avenue, Brooksville, Florida 34601, Attention: City Manager, Facsimile: (352) 544-5424, with a copy to the City Attorney; (b) to the County at 20 N. Main Street, Room 460, Brooksville, Florida 34601, Attention: _____, Facsimile: _____; and (c) to Escrow Agent at 19321-C U.S. Highway 19 North, Suite 103, Clearwater, Florida 33764, Attention: Donna J. Feldman, Esq., Facsimile: (727) 536-7270. These addresses may be changed by giving notice as provided for in this paragraph.

12. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

13. Amendments; Entire Agreement. This Agreement may only be amended by written consent of both parties hereto. This Agreement, together with the Supplemental Interlocal Agreement, constitutes the entire understanding between the parties with respect to the specific subject matter set forth herein.

14. Severability. If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect, and shall be construed, as closely as possible, as if such unenforceable provision were not included herein.

15. Escrow Agent. The payment of all funds provided hereunder and the delivery of all documents to the Escrow Agent is for the accommodation of the parties to this Agreement. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. Escrow Agent shall deliver the funds and documents held by Escrow Agent as required by the terms of this Agreement. In the event Escrow Agent receives a written demand from either party other than in strict accordance with the terms of this Agreement, then Escrow Agent shall give written notice to the other party of such demand and of Escrow Agent's intention to comply therewith. If Escrow Agent does not receive a written objection within five (5) days after delivery of such notice, then Escrow Agent is hereby authorized to comply with the instructions so received. If, however, Escrow Agent receives written objection from the other party within such 5-day period, then Escrow Agent shall continue to hold the funds and/or documents until otherwise directed by joint written instructions from the parties, or until a final judgment of an appropriate court is issued. The parties authorize Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement, the funds or the documents become involved in litigation, to deliver the same to the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation or if in doubt as to Escrow Agent's duties, to interplead all interested parties in any court of competent jurisdiction and to deliver the funds and/or documents with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. This provision shall survive the Closing and any termination of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, but all of which shall together constitute one and the same instrument.

17. Effective Date. This Agreement shall take effect on the last date on which the City or the County executes this Agreement ("**Effective Date**").

[Signatures on following pages.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date indicated below next to each party's signature.

ATTEST:

CITY OF BROOKSVILLE,
a Florida municipal corporation

Karen Phillips
City Clerk

By: _____
David Pugh, Mayor
City Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Tom Hogan
City Attorney

ATTEST:

HERNANDO COUNTY,
a subdivision of the State of Florida

Karen Nicolai
County Clerk

By: _____
Jeff Stabins, Chairman
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Geoffrey Kirk
Assistant County Attorney

WITNESSES:

JOINED IN BY ESCROW AGENT:

DONNA J. FELDMAN, P.A.

By: _____
Donna J. Feldman, President

EXHIBIT "A"

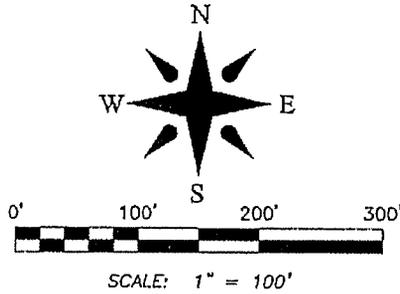
County Property

COMPOSITE EXHIBIT "A"

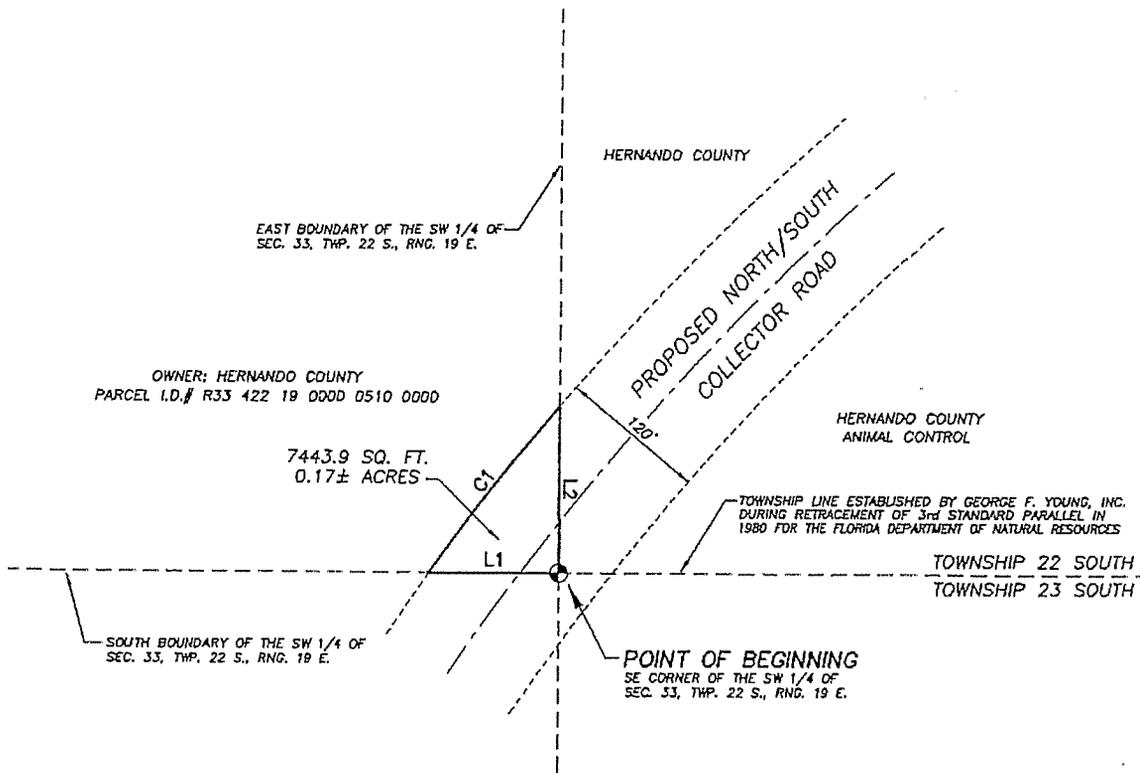
SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY

SKETCH OF DESCRIPTION

* NOT A BOUNDARY SURVEY *



NOTE
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	04°34'51"	172.70'	172.65'	N 37°11'36" E

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°53'55" W	105.22'
L2	S 00°21'13" E	137.72'

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 N 89° 53' 55" W A DISTANCE OF 105.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 04° 34' 51", A CHORD DISTANCE OF 172.65 FEET AND A CHORD BEARING OF N 37° 11' 36" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.70 FEET TO THE EAST BOUNDARY OF SAID SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S 00° 21' 13" E A DISTANCE OF 137.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE, MORE OR LESS.

Coastal Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.
966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 788-9423 - Fax (352) 788-8358
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FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED
& SEALED BY REGISTERED PROFESSIONAL

MARCUS H. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:

DATE

CITY OF BROOKSVILLE

08-08-06

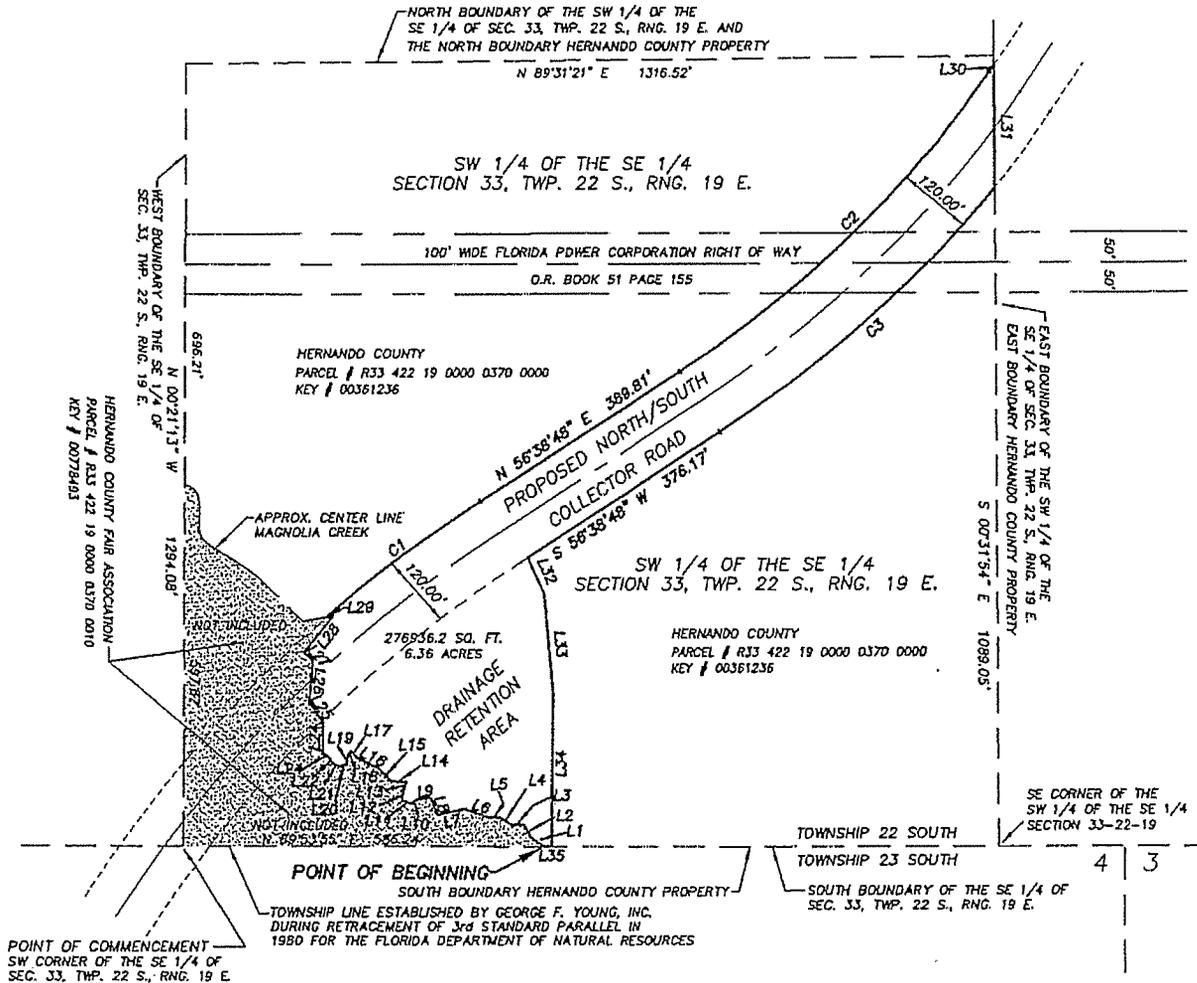
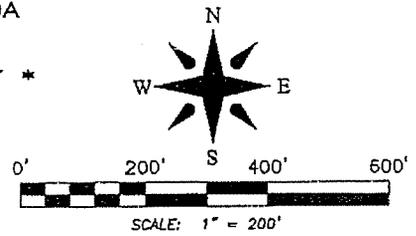
04415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTES:

BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE
SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°17'36"	312.65'	312.37'	N 52°30'00" E
C2	1748.94'	23°06'28"	705.77'	700.89'	N 45°05'34" E
C3	1868.94'	18°23'18"	600.15'	587.57'	S 47°27'09" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 58°22'33" W	25.82'
L2	N 30°10'15" W	24.91'
L3	WEST	18.94'
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L5	N 87°31'48" W	18.60'
L6	N 68°57'56" W	40.12'
L7	S 76°32'53" W	44.64'
L8	N 22°37'04" W	30.84'
L9	S 83°35'43" W	21.00'
L10	S 52°24'01" W	11.28'
L11	N 73°29'03" W	16.10'
L12	N 05°45'08" E	18.08'
L13	N 22°03'41" E	13.10'
L14	N 85°24'41" W	25.09'
L15	N 41°49'44" W	28.00'
L16	N 63°18'21" W	40.36'
L17	N 41°43'26" W	14.76'
L18	S 37°48'56" W	8.76'

LINE TABLE

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L21	N 64°54'44" W	13.47'
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L23	N 54°18'37" W	13.98'
L24	N 03°32'30" E	50.63'
L25	N 34°57'36" W	40.71'
L26	N 04°32'06" E	67.79'
L27	N 42°21'28" W	20.38'
L28	N 38°27'51" E	76.81'
L29	S 78°57'17" W	11.55'
L30	N 33°32'20" E	14.22'
L31	N 00°31'54" E	202.89'
L32	S 24°17'20" E	65.81'
L33	S 05°24'31" E	168.27'
L34	S 00°06'16" W	249.33'
L35	N 89°53'55" W	12.29'

SHEET 1 OF 2

Coastal Engineering
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engineering associates, inc.

888 Candlelight Boulevard - Brooksville - Florida 34601
(352) 788-8423 - Fax (352) 788-8359
EB-0000142

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED
& SEALED BY REGISTERED PROFESSIONAL

MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:

CITY OF BROOKSVILLE

DATE

03-06-07

D4415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND ALSO BEING A PART OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID PARCEL LYING NORTHEASTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 N 89° 53' 55" E A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE OF MAGNOLIA CREEK N 56° 22' 33" W A DISTANCE OF 25.92 FEET; THENCE N 30° 10' 15" W A DISTANCE OF 24.91 FEET; THENCE WEST A DISTANCE OF 19.04 FEET; THENCE N 56° 53' 59" W A DISTANCE OF 21.68 FEET; THENCE N 87° 31' 49" W A DISTANCE OF 19.60 FEET; THENCE N 69° 57' 56" W A DISTANCE OF 40.12 FEET; THENCE S 76° 32' 53" W A DISTANCE OF 44.96 FEET; THENCE N 22° 37' 04" W A DISTANCE OF 30.84 FEET; THENCE S 83° 36' 43" W A DISTANCE OF 21.00 FEET; THENCE S 52° 24' 01" W A DISTANCE OF 11.28 FEET; THENCE N 73° 29' 03" W A DISTANCE OF 16.10 FEET; THENCE N 05° 45' 08" E A DISTANCE OF 18.08 FEET; THENCE N 22° 03' 41" E A DISTANCE OF 13.10 FEET; THENCE N 85° 24' 41" W A DISTANCE OF 25.09 FEET; THENCE N 41° 49' 44" W A DISTANCE OF 28.00 FEET; THENCE N 63° 19' 21" W A DISTANCE OF 40.36 FEET; THENCE N 41° 43' 26" W A DISTANCE OF 14.76 FEET; THENCE S 37° 48' 56" W A DISTANCE OF 8.76 FEET; THENCE S 07° 52' 32" W A DISTANCE OF 15.96 FEET; THENCE S 74° 17' 41" W A DISTANCE OF 11.56 FEET; THENCE N 64° 54' 44" W A DISTANCE OF 13.47 FEET; THENCE N 30° 38' 48" W A DISTANCE OF 10.22 FEET; THENCE N 54° 18' 37" W A DISTANCE OF 13.98 FEET; THENCE N 00° 32' 30" E A DISTANCE OF 50.83 FEET; THENCE N 34° 57' 36" W A DISTANCE OF 40.71 FEET; THENCE N 04° 32' 06" E A DISTANCE OF 67.79 FEET; THENCE N 42° 21' 29" W A DISTANCE OF 20.39 FEET; THENCE N 38° 27' 51" E A DISTANCE OF 76.81 FEET; THENCE S 78° 57' 17" W A DISTANCE OF 11.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 08° 17' 36", A CHORD DISTANCE OF 312.37 FEET AND A CHORD BEARING OF N 52° 30' 00" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N 56° 38' 48" E A DISTANCE OF 389.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1749.94 FEET, A DELTA OF 23° 06' 29", A CHORD DISTANCE OF 700.99 FEET AND A CHORD BEARING OF N 45° 05' 34" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 705.77 FEET TO A POINT OF TANGENCY; THENCE N 33° 32' 20" E A DISTANCE OF 14.22 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00° 31' 54" E A DISTANCE OF 202.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1869.94 FEET, A DELTA OF 18° 23' 19", A CHORD DISTANCE OF 597.57 FEET AND A CHORD BEARING OF S 47° 27' 09" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 600.15 FEET TO A POINT OF TANGENCY; THENCE S 56° 38' 48" W A DISTANCE OF 376.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 24° 17' 20" E A DISTANCE OF 65.81 FEET; THENCE S 05° 24' 31" E A DISTANCE OF 168.27 FEET; THENCE S 00° 06' 16" W A DISTANCE OF 249.33 FEET TO THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY N 89° 53' 55" W A DISTANCE OF 12.29 FEET TO THE POINT OF BEGINNING, SUBJECT TO A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 51, PAGE 155, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 6.36 ACRES, MORE OR LESS.

SHEET 2 OF 2

 <p>666 Candlelight Boulevard - Brooksville - Florida 34601 (352) 796-0423 - Fax (352) 799-8359 EB-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200</p>	<p>DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <hr/> <p>MARCUS H. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 6276</p>	SKETCH OF DESCRIPTION	
		PREPARED FOR AND CERTIFIED TO:	DATE
		CITY OF BROOKSVILLE	03-06-07
			04415

EXHIBIT "B"

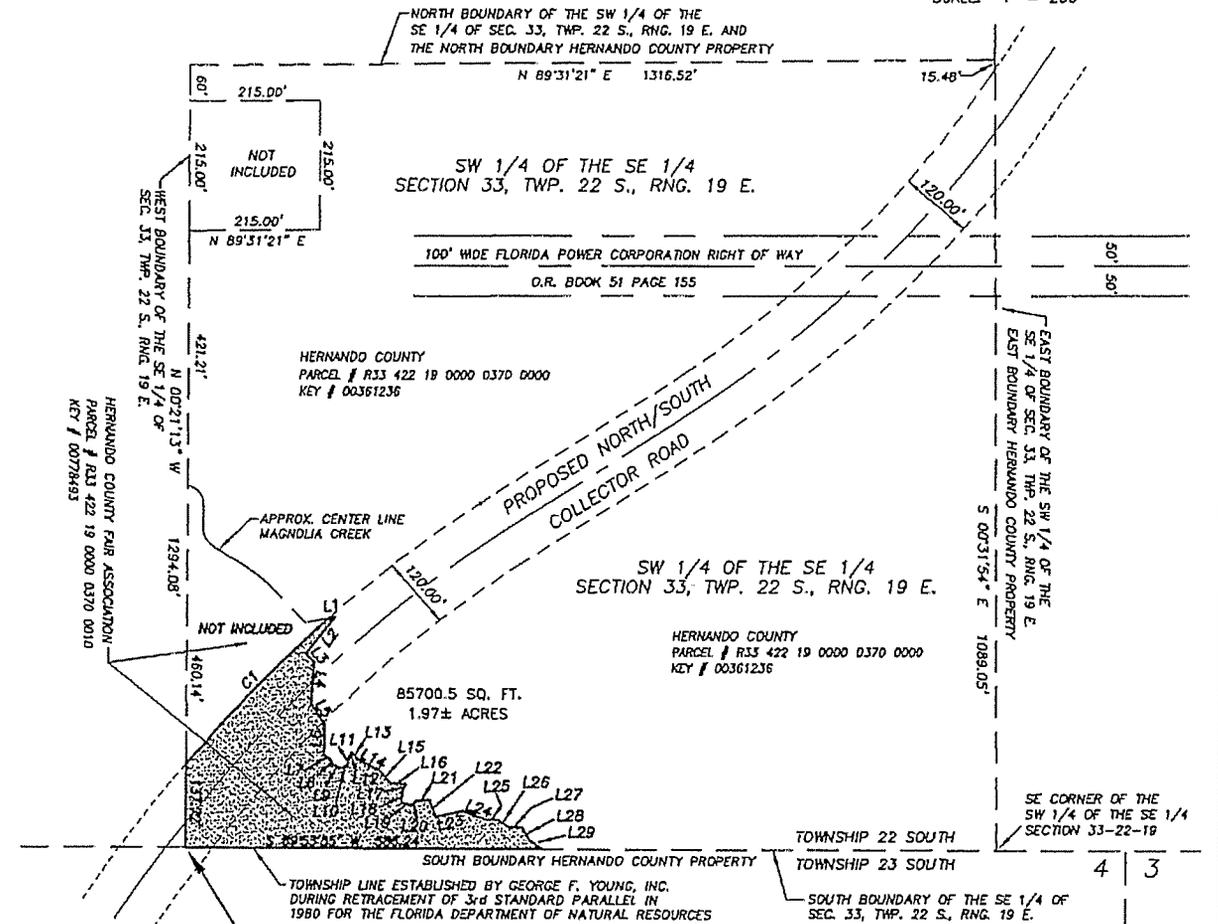
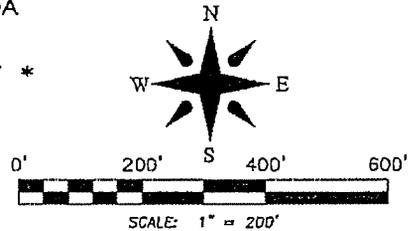
Fair Association Property

EXHIBIT "B"

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTE:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



POINT OF BEGINNING
SW CORNER OF THE SE 1/4 OF
SEC. 33, TWP. 22 S., RNG. 19 E.

DESCRIPTION (CREATED PER THIS SKETCH)
A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LYING EASTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE PROPOSED NORTH/SOUTH COLLECTOR ROAD AND SOUTHWESTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 N 00° 21' 13" W A DISTANCE OF 137.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET AND A DISTANCE OF 11" A CHORD DISTANCE OF 334.05 FEET AND A CHORD BEARING OF N 43° 55' 07" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 334.38 FEET TO THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE N 78° 57' 17" E A DISTANCE OF 11.55 FEET; THENCE S 35° 27' 51" W A DISTANCE OF 76.81 FEET; THENCE S 42° 21' 28" E A DISTANCE OF 20.39 FEET; THENCE S 04° 32' 06" W 67.79 FEET; THENCE S 34° 57' 36" E 40.71 FEET; THENCE S 00° 32' 30" W 50.83 FEET; THENCE S 54° 18' 37" E 13.98 FEET; THENCE S 30° 38' 48" E 10.22 FEET; THENCE S 64° 54' 44" E 13.47 FEET; THENCE N 74° 17' 41" E 11.56 FEET; THENCE N 07° 52' 32" E 15.96 FEET; THENCE N 37° 48' 56" E 8.76 FEET; THENCE S 41° 43' 26" E 14.76 FEET; THENCE S 63° 19' 21" E 40.36 FEET; THENCE S 41° 49' 44" E 28.00 FEET; THENCE S 85° 24' 41" E 25.09 FEET; THENCE S 22° 03' 41" W 13.10 FEET; THENCE S 05° 45' 08" W 18.08 FEET; THENCE S 73° 29' 03" E 16.10 FEET; THENCE N 52° 24' 01" E 11.28 FEET; THENCE N 83° 36' 43" E 21.00 FEET; THENCE S 22° 37' 04" E 30.84 FEET; THENCE N 76° 32' 53" E 44.96 FEET; THENCE S 69° 57' 56" E 40.12 FEET; THENCE S 87° 31' 49" E 19.60 FEET; THENCE S 56° 53' 59" E 21.68 FEET; THENCE EAST 19.84 FEET; THENCE S 30° 10' 15" E 24.91 FEET; THENCE S 30° 10' 15" E 24.91 FEET; THENCE S 76° 32' 53" E A DISTANCE OF 44.96 FEET; THENCE S 69° 57' 56" E A DISTANCE OF 40.12 FEET; THENCE S 87° 31' 49" E A DISTANCE OF 19.60 FEET; THENCE S 56° 53' 59" E A DISTANCE OF 21.68 FEET; THENCE EAST A DISTANCE OF 19.84 FEET; THENCE S 30° 10' 15" E A DISTANCE OF 24.91 FEET; THENCE S 56° 22' 33" E A DISTANCE OF 25.92 FEET TO A POINT ON SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY S 89° 53' 55" W A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.97 ACRES, MORE OR LESS.

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08° 52' 11"	334.38'	334.05'	N 43° 55' 07" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 78° 57' 17" E	11.55'
L2	S 35° 27' 51" W	76.81'
L3	S 42° 21' 28" E	20.39'
L4	S 04° 32' 06" W	67.79'
L5	S 34° 57' 36" E	40.71'
L6	S 00° 32' 30" W	50.83'
L7	S 54° 18' 37" E	13.98'
L8	S 30° 38' 48" E	10.22'
L9	S 64° 54' 44" E	13.47'
L10	N 74° 17' 41" E	11.56'
L11	N 07° 52' 32" E	15.96'
L12	N 37° 48' 56" E	8.76'
L13	S 41° 43' 26" E	14.76'
L14	S 63° 19' 21" E	40.36'
L15	S 41° 49' 44" E	28.00'

LINE TABLE

LINE	BEARING	DISTANCE
L16	S 85° 24' 41" E	25.09'
L17	S 22° 03' 41" W	13.10'
L18	S 05° 45' 08" W	18.08'
L19	S 73° 29' 03" E	16.10'
L20	N 52° 24' 01" E	11.28'
L21	N 83° 36' 43" E	21.00'
L22	S 22° 37' 04" E	30.84'
L23	N 76° 32' 53" E	44.96'
L24	S 69° 57' 56" E	40.12'
L25	S 87° 31' 49" E	19.60'
L26	S 56° 53' 59" E	21.68'
L27	EAST	19.84'
L28	S 30° 10' 15" E	24.91'
L29	S 56° 22' 33" E	25.92'

Coastal Engineering Planning Surveying Environmental Construction Management
engineering associates, inc.
966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 798-8423 - Fax (352) 798-8358
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL
MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

SKETCH OF DESCRIPTION
PREPARED FOR AND CERTIFIED TO: DATE
CITY OF BROOKSVILLE 03-06-07
04415

EXHIBIT "C"

Deed

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

Parcel Tax ID# :
R33 422 19 0000 0510 0000
R33 422 19 0000 0370 0000

THIS DEED, made this _____ day of _____, 2008, by **Hernando County**, a political subdivision of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, Florida 34601, party of the first part, and the **City of Brooksville, Florida**, a Florida municipal corporation, whose address is 201 Howell Avenue, Brooksville, Florida 34601, party of the second part:

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Hernando County, Florida:

That certain real property which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

Karen Nicolai, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

HERNANDO COUNTY,
a political subdivision of the
State of Florida

By: _____
Jeff Stabins, Chairman
Board of County Commissioners

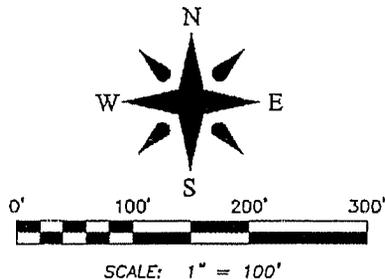
EXHIBIT "A"

EXHIBIT "A"

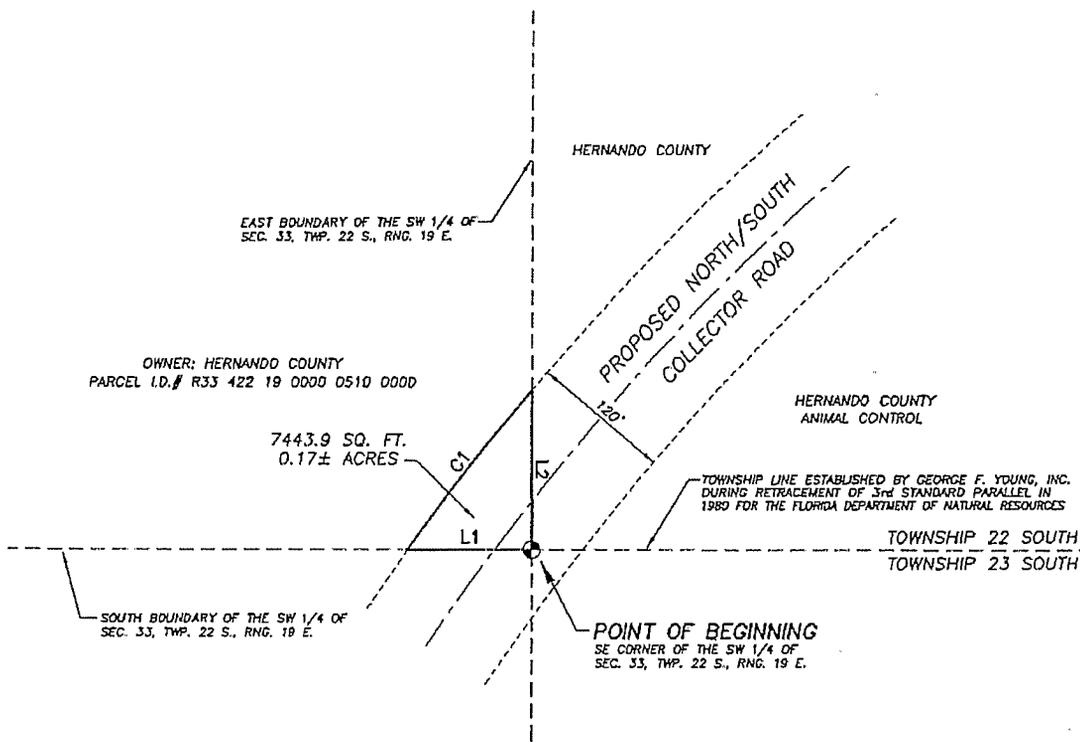
COMPOSITE EXHIBIT "A"

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *



NOTE
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	04°34'51"	172.70'	172.65'	N 37°11'36" E

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°53'55" W	105.22'
L2	S 00°21'13" E	137.72'

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 N 89° 53' 55" W A DISTANCE OF 105.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 04° 34' 51", A CHORD DISTANCE OF 172.65 FEET AND A CHORD BEARING OF N 37° 11' 36" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.70 FEET TO THE EAST BOUNDARY OF SAID SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S 00° 21' 13" E A DISTANCE OF 137.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE, MORE OR LESS.

Coastal Engineering
Planning
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Construction Management
engineering associates, inc.
066 Candlelight Boulevard - Brooksville - Florida 34601
(352) 786-9423 - Fax (352) 789-8359
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED
& SEALED BY REGISTERED PROFESSIONAL

MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

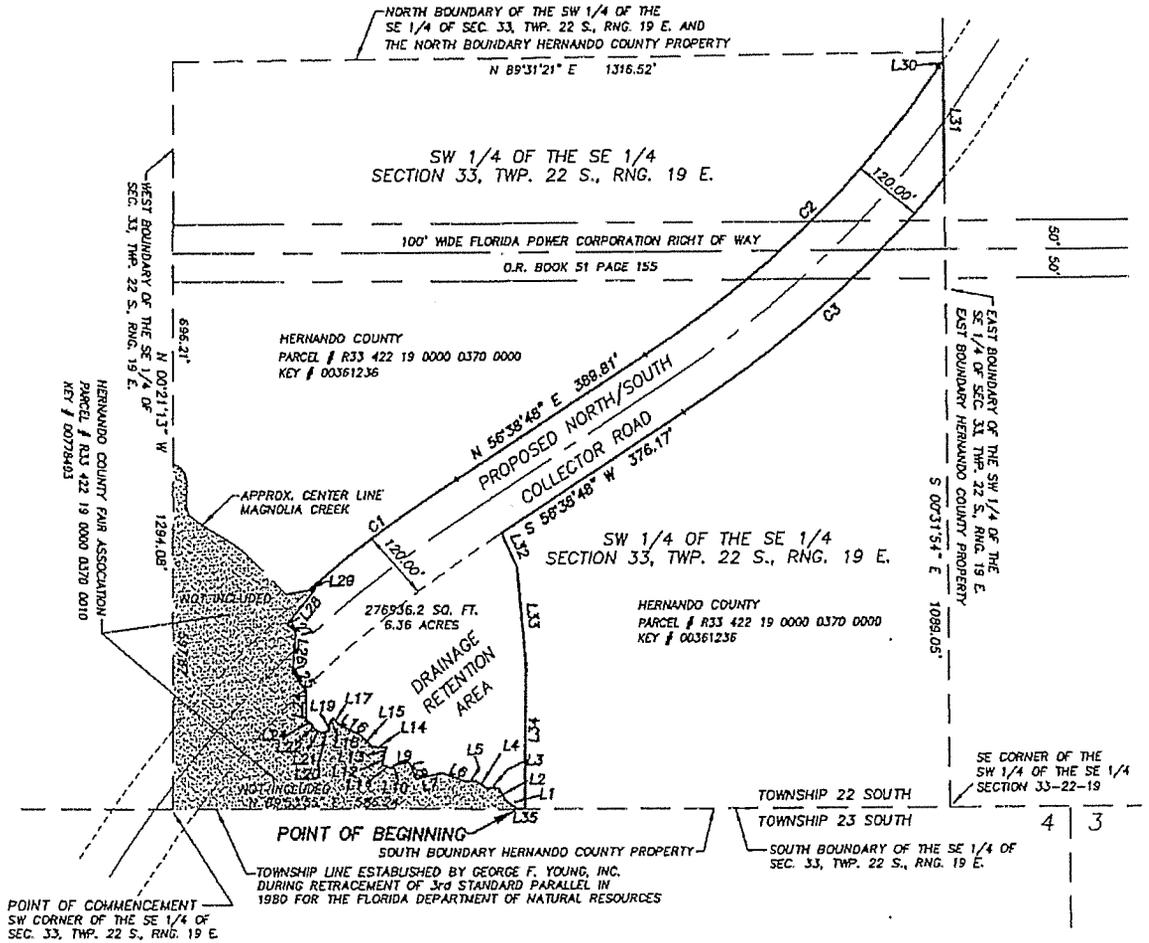
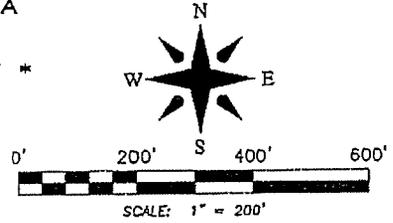
SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:	DATE
CITY OF BROOKSVILLE	08-08-06
	04415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTES:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE
SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°17'36"	312.65'	312.57'	N 52°30'00" E
C2	1749.84'	23°06'28"	705.77'	700.99'	N 45°05'34" E
C3	1866.84'	18°23'18"	600.15'	597.57'	S 47°27'08" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°22'33" W	25.82'
L2	N 30°10'15" W	24.91'
L3	WEST	19.94'
L4	N 56°53'59" W	21.68'
L5	N 87°31'49" W	19.60'
L6	N 69°57'56" W	40.12'
L7	S 76°32'53" W	44.88'
L8	N 22°37'04" W	30.84'
L9	S 83°36'43" W	21.00'
L10	S 52°24'01" W	11.28'
L11	N 73°29'03" W	16.10'
L12	N 05°45'08" E	18.05'
L13	N 22°03'41" E	13.10'
L14	N 85°24'41" W	25.05'
L15	N 41°48'44" W	28.00'
L16	N 63°18'21" W	40.35'
L17	N 41°43'26" W	14.76'
L18	S 37°48'56" W	8.76'

LINE TABLE

LINE	BEARING	DISTANCE
L19	S 07°52'32" W	15.96'
L20	S 74°17'41" W	11.56'
L21	N 64°54'44" W	13.47'
L22	N 30°38'48" W	10.22'
L23	N 54°18'37" W	13.98'
L24	N 03°32'30" E	50.63'
L25	N 34°57'36" W	40.71'
L26	N 04°32'06" E	67.79'
L27	N 42°21'28" W	20.39'
L28	N 38°27'51" E	76.81'
L29	S 78°57'17" W	11.55'
L30	N 33°32'20" E	14.22'
L31	N 00°31'54" E	202.89'
L32	S 24°17'20" E	65.81'
L33	S 05°24'31" E	166.27'
L34	S 00°06'16" W	249.33'
L35	N 88°53'55" W	12.29'

SHEET 1 OF 2

Coastal Engineering
Planning
Surveying
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980 Candlelight Boulevard - Brooksville - Florida 34801
(352) 705-8423 - Fax (352) 788-8358
EB-0000142

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7280

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

MARCUS H. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO: CITY OF BROOKSVILLE

DATE: 03-06-07

D4415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND ALSO BEING A PART OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID PARCEL LYING NORTHEASTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 N 89° 53' 55" E A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE OF MAGNOLIA CREEK N 56° 22' 33" W A DISTANCE OF 25.92 FEET; THENCE N 30° 10' 15" W A DISTANCE OF 24.91 FEET; THENCE WEST A DISTANCE OF 19.84 FEET; THENCE N 56° 53' 59" W A DISTANCE OF 21.68 FEET; THENCE N 87° 31' 49" W A DISTANCE OF 19.80 FEET; THENCE N 69° 57' 56" W A DISTANCE OF 40.12 FEET; THENCE S 76° 32' 53" W A DISTANCE OF 44.96 FEET; THENCE N 22° 37' 04" W A DISTANCE OF 30.84 FEET; THENCE S 83° 36' 43" W A DISTANCE OF 21.00 FEET; THENCE S 52° 24' 01" W A DISTANCE OF 11.28 FEET; THENCE N 73° 29' 03" W A DISTANCE OF 16.10 FEET; THENCE N 05° 45' 08" E A DISTANCE OF 18.08 FEET; THENCE N 22° 03' 41" E A DISTANCE OF 13.10 FEET; THENCE N 85° 24' 41" W A DISTANCE OF 25.09 FEET; THENCE N 41° 49' 44" W A DISTANCE OF 28.00 FEET; THENCE N 63° 19' 21" W A DISTANCE OF 40.36 FEET; THENCE N 41° 43' 26" W A DISTANCE OF 14.76 FEET; THENCE S 37° 48' 56" W A DISTANCE OF 8.76 FEET; THENCE S 07° 52' 32" W A DISTANCE OF 15.96 FEET; THENCE S 74° 17' 41" W A DISTANCE OF 11.56 FEET; THENCE N 64° 54' 44" W A DISTANCE OF 13.47 FEET; THENCE N 30° 38' 48" W A DISTANCE OF 10.22 FEET; THENCE N 54° 18' 37" W A DISTANCE OF 13.98 FEET; THENCE N 00° 32' 30" E A DISTANCE OF 50.83 FEET; THENCE N 34° 57' 36" W A DISTANCE OF 40.71 FEET; THENCE N 04° 32' 06" E A DISTANCE OF 67.79 FEET; THENCE N 42° 21' 29" W A DISTANCE OF 20.39 FEET; THENCE N 38° 27' 51" E A DISTANCE OF 76.81 FEET; THENCE S 78° 57' 17" W A DISTANCE OF 11.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 08° 17' 36", A CHORD DISTANCE OF 312.37 FEET AND A CHORD BEARING OF N 52° 30' 00" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N 56° 38' 48" E A DISTANCE OF 389.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1749.94 FEET, A DELTA OF 23° 06' 29", A CHORD DISTANCE OF 700.99 FEET AND A CHORD BEARING OF N 45° 05' 34" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 705.77 FEET TO A POINT OF TANGENCY; THENCE N 33° 32' 20" E A DISTANCE OF 14.22 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00° 31' 54" E A DISTANCE OF 202.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1869.94 FEET, A DELTA OF 18° 23' 19", A CHORD DISTANCE OF 597.57 FEET AND A CHORD BEARING OF S 47° 27' 09" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 600.15 FEET TO A POINT OF TANGENCY; THENCE S 56° 38' 48" W A DISTANCE OF 376.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 24° 17' 20" E A DISTANCE OF 65.81 FEET; THENCE S 05° 24' 31" E A DISTANCE OF 168.27 FEET; THENCE S 00° 06' 16" W A DISTANCE OF 249.33 FEET TO THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY N 89° 53' 55" W A DISTANCE OF 12.29 FEET TO THE POINT OF BEGINNING, SUBJECT TO A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 51, PAGE 155, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 6.36 ACRES, MORE OR LESS.

SHEET 2 OF 2

 <p>888 Candlelight Boulevard - Brooksville - Florida 34601 (352) 798-0423 - Fax (352) 798-8359 EB-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200</p>	<p>DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>MARCUS N. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 6276</p>	SKETCH OF DESCRIPTION	
		<p>PREPARED FOR AND CERTIFIED TO:</p> <p style="text-align: center;">CITY OF BROOKSVILLE</p>	<p>DATE</p> <p>03-06-07</p> <p>04415</p>

EXHIBIT "D"

Easement Agreement

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

Tax Parcel No: _____

**GRANT OF TEMPORARY INGRESS, EGRESS
AND CONSTRUCTION EASEMENT**

THIS GRANT OF TEMPORARY INGRESS, EGRESS AND CONSTRUCTION EASEMENT (“Grant”) is made this ____ day of _____, 2007, by and HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 Main Street, Brooksville, Florida 34601 (“Grantor”) in favor of the CITY OF BROOKSVILLE, FLORIDA, a Florida municipal corporation, whose address is 201 Howell Avenue, Brooksville, Florida 34601 (“Grantee”).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, the following:

1. A non-exclusive, temporary easement (“Easement”) for construction, installation, operation and maintenance of a potable water main and associated fixtures, structures and appurtenances, over, under, across and through that certain real property as more particularly described in Exhibit “A” attached hereto (“Easement Area”), together with rights of ingress and egress thereto as may be required for purposes of exercising the easement rights granted hereby.

2. Grantee shall improve the Easement Area, if at all, at Grantee’s cost and expense, and Grantee shall maintain and repair the Easement Area and any improvements located therein at Grantee’s cost and expense. Any work performed by Grantee shall be performed in a good and workmanlike manner.

3. The Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns, subject to termination as set forth herein. The Easement shall terminate automatically, without joinder or consent of any party, upon recordation of a deed conveying the Easement Area in fee simple to Grantee.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be executed the day and date first above written.

ATTEST:

GRANTOR:

HERNANDO COUNTY,
a political subdivision of the
State of Florida

Karen Nicolai, Clerk

By: _____
Jeff Stabins, Chairperson
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Jeff Stabins, as Chairperson, Board of County Commissioners of Hernando County, Florida, a political subdivision of the State of Florida. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Notary Public, State of Florida

Typed Name of Notary Public

Commission Expires _____

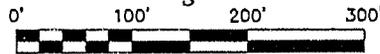
(SEAL)

EXHIBIT "A"
(Easement Area)

COMPOSITE EXHIBIT "A"

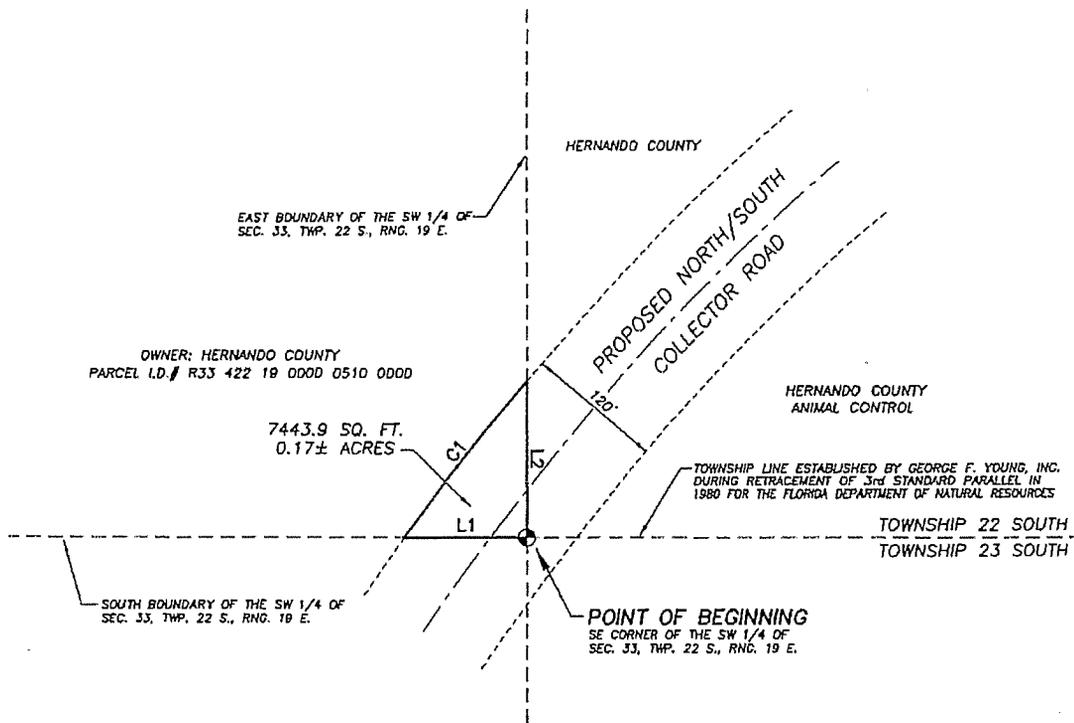
SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *



SCALE: 1" = 100'

NOTE:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	04°34'51"	172.70'	172.65'	N 37°11'36" E

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°53'55" W	105.22'
L2	S 00°21'13" E	137.72'

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 N 89° 53' 55" W A DISTANCE OF 105.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 04° 34' 51", A CHORD DISTANCE OF 172.65 FEET AND A CHORD BEARING OF N 37° 11' 36" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.70 FEET TO THE EAST BOUNDARY OF SAID SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S 00° 21' 13" E A DISTANCE OF 137.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE, MORE OR LESS.

Coastal Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.
966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 786-9423 - Fax (352) 789-0359
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED
& SEALED BY REGISTERED PROFESSIONAL

MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:

CITY OF BROOKSVILLE

DATE

08-08-06

04415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

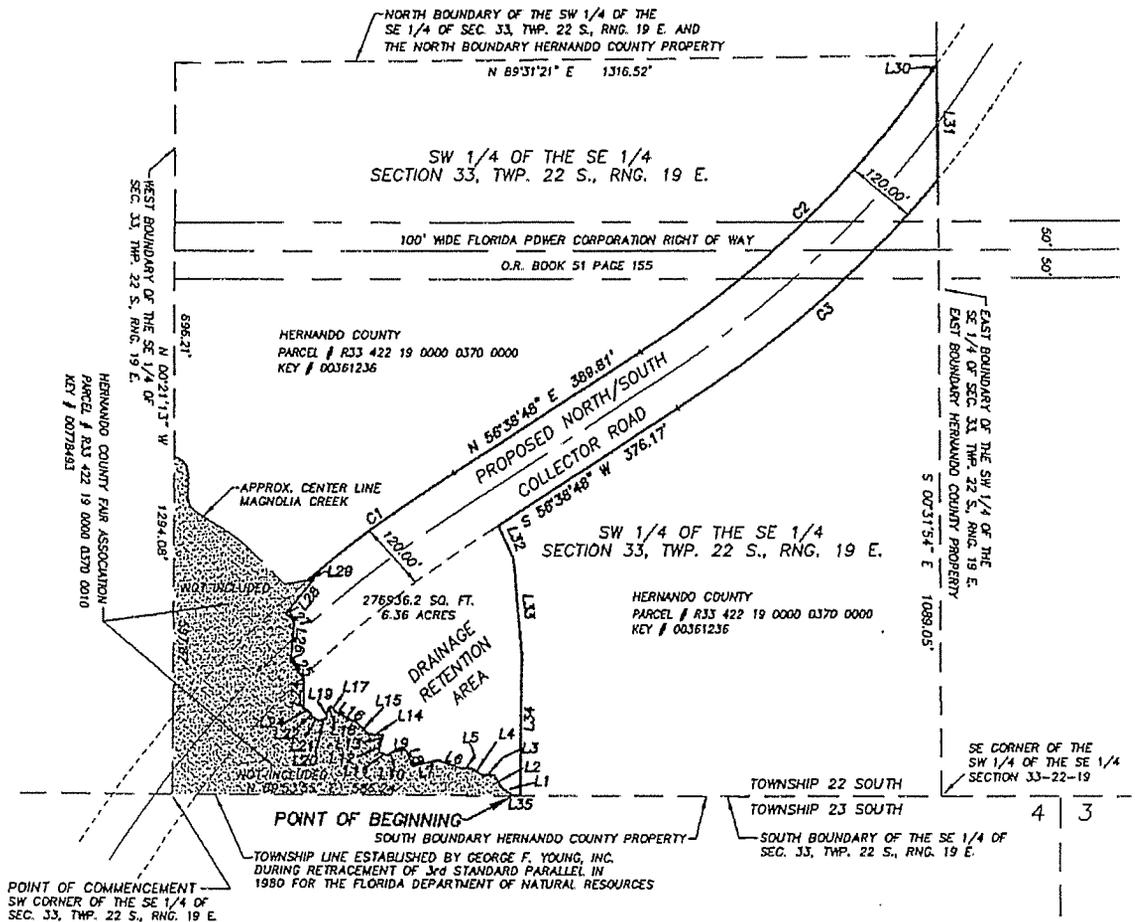
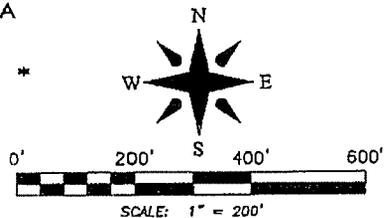
SKETCH OF DESCRIPTION

* NOT A BOUNDARY SURVEY *

NOTES:

BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE

SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°17'36"	312.65'	312.37'	N 52°30'00" E
C2	1748.84'	23°06'28"	705.77'	700.99'	N 45°05'34" E
C3	1868.84'	18°23'18"	600.15'	597.57'	S 47°27'09" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°22'33" W	25.82'
L2	N 30°10'15" W	24.81'
L3	WEST	18.84'
L4	N 56°53'58" W	21.68'
L5	N 87°31'49" W	19.60'
L6	N 89°57'56" W	40.12'
L7	S 76°32'53" W	44.86'
L8	N 22°37'04" W	30.84'
L9	S 83°36'43" W	21.00'
L10	S 52°24'01" W	11.28'
L11	N 73°28'03" W	16.10'
L12	N 05°45'08" E	18.08'
L13	N 22°03'41" E	13.10'
L14	N 85°24'41" W	25.09'
L15	N 41°48'44" W	28.00'
L16	N 63°18'21" W	40.36'
L17	N 41°43'28" W	14.76'
L18	S 37°48'56" W	6.76'

LINE TABLE

LINE	BEARING	DISTANCE
L19	S 07°52'32" W	15.86'
L20	S 74°17'41" W	11.56'
L21	N 64°54'44" W	13.47'
L22	N 30°38'48" W	10.22'
L23	N 54°16'37" W	13.98'
L24	N 03°32'30" E	50.83'
L25	N 34°57'38" W	40.71'
L26	N 04°32'08" E	67.79'
L27	N 42°21'28" W	20.39'
L28	N 38°27'51" E	76.81'
L29	S 78°57'17" W	11.55'
L30	N 33°32'20" E	14.22'
L31	S 00°31'54" E	202.89'
L32	S 24°17'20" E	65.81'
L33	S 05°24'31" E	168.27'
L34	S 00°06'16" W	249.33'
L35	N 89°53'55" W	12.29'

SHEET 1 OF 2

Coastal

Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.

880 Candlerlight Boulevard - Brooksville - Florida 34801
(352) 798-8423 - Fax (352) 798-8359
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MARDUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 8276

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:

CITY OF BROOKSVILLE

DATE

03-06-07

04415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND ALSO BEING A PART OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID PARCEL LYING NORTHEASTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 N 89° 53' 55" E A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE OF MAGNOLIA CREEK N 56° 22' 33" W A DISTANCE OF 25.92 FEET; THENCE N 30° 10' 15" W A DISTANCE OF 24.91 FEET; THENCE WEST A DISTANCE OF 19.84 FEET; THENCE N 56° 53' 59" W A DISTANCE OF 21.68 FEET; THENCE N 87° 31' 49" W A DISTANCE OF 19.60 FEET; THENCE N 68° 57' 56" W A DISTANCE OF 40.12 FEET; THENCE S 76° 32' 53" W A DISTANCE OF 44.96 FEET; THENCE N 22° 37' 04" W A DISTANCE OF 30.84 FEET; THENCE S 83° 36' 43" W A DISTANCE OF 21.00 FEET; THENCE S 52° 24' 01" W A DISTANCE OF 11.28 FEET; THENCE N 73° 29' 03" W A DISTANCE OF 16.10 FEET; THENCE N 05° 45' 08" E A DISTANCE OF 18.08 FEET; THENCE N 22° 03' 41" E A DISTANCE OF 13.10 FEET; THENCE N 85° 24' 41" W A DISTANCE OF 25.09 FEET; THENCE N 41° 49' 44" W A DISTANCE OF 28.00 FEET; THENCE N 63° 19' 21" W A DISTANCE OF 40.36 FEET; THENCE N 41° 43' 26" W A DISTANCE OF 14.76 FEET; THENCE S 37° 48' 56" W A DISTANCE OF 8.76 FEET; THENCE S 07° 52' 32" W A DISTANCE OF 15.96 FEET; THENCE S 74° 17' 41" W A DISTANCE OF 11.56 FEET; THENCE N 64° 54' 44" W A DISTANCE OF 13.47 FEET; THENCE N 30° 38' 48" W A DISTANCE OF 10.22 FEET; THENCE N 54° 18' 37" W A DISTANCE OF 13.98 FEET; THENCE N 00° 32' 30" E A DISTANCE OF 50.83 FEET; THENCE N 34° 57' 36" W A DISTANCE OF 40.71 FEET; THENCE N 04° 32' 06" E A DISTANCE OF 67.79 FEET; THENCE N 42° 21' 29" W A DISTANCE OF 20.39 FEET; THENCE N 38° 27' 51" E A DISTANCE OF 76.81 FEET; THENCE S 78° 57' 17" W A DISTANCE OF 11.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2180.00 FEET, A DELTA OF 08° 17' 36", A CHORD DISTANCE OF 312.37 FEET AND A CHORD BEARING OF N 52° 30' 00" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N 56° 38' 48" E A DISTANCE OF 389.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1749.94 FEET, A DELTA OF 23° 06' 29", A CHORD DISTANCE OF 700.99 FEET AND A CHORD BEARING OF N 45° 05' 34" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 705.77 FEET TO A POINT OF TANGENCY; THENCE N 33° 32' 20" E A DISTANCE OF 14.22 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00° 31' 54" E A DISTANCE OF 202.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1869.94 FEET, A DELTA OF 18° 23' 19", A CHORD DISTANCE OF 597.57 FEET AND A CHORD BEARING OF S 47° 27' 09" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 600.15 FEET TO A POINT OF TANGENCY; THENCE S 56° 38' 48" W A DISTANCE OF 376.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 24° 17' 20" E A DISTANCE OF 65.81 FEET; THENCE S 05° 24' 31" E A DISTANCE OF 168.27 FEET; THENCE S 00° 06' 16" W A DISTANCE OF 249.33 FEET TO THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY N 89° 53' 55" W A DISTANCE OF 12.29 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 51, PAGE 155, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 6.36 ACRES, MORE OR LESS.

SHEET 2 OF 2

Coastal Engineering
Planning
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886 Candlelight Boulevard - Brooksville - Florida 34601
(352) 796-0423 - Fax (352) 799-8359
EB-0000142

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

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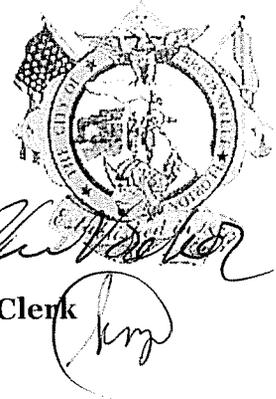
MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:	DATE
CITY OF BROOKSVILLE	03-06-07
	04415

Memorandum

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Karen M. Phillips, Director of Administration/City Clerk
Subject: Advisory Board Positions
Date: October 26, 2007



The following advisory board positions are subject to appointment:

Planning & Zoning Commission

One vacancy to fill an unexpired 3-year term of office through January 31, 2009, replacing Charles Miller.

Shannon Andras-Petty	(New Applicant)
Ronald H. Lawson	(New Applicant)
E.E. Ernie Wever, Jr.*	(Current Alternate)

(*NOTE: If Mr. Wever, who is a current Alternate, is appointed to the full-time position, another alternate will need to be appointed through January 31, 2009.)

All are registered voters and City residents, as required.

KMP/jlp

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

Thomas S. Hogan, Jr, Esquire, City Attorney, P.O. Box 485, Brooksville, FL 34605; (352) 799-8423 office and fax (352) 799-8294 (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: KP - Blue Binder - Orig
Bd. Sec., Chair & Vice-Chair
Master Binder Manual

Below is the result of your feedback form. It was submitted by
(Shannon R. Andras-Petry) (andraspettry@tampabay.rr.com) on
Wednesday, October 17, 2007 at 15:26:35

Salutation: Mrs.

Home Address: 451 Rogers Avenue

City: Brooksville

State: FL

Zip Code: 34601

Home Phone: (352) 848-0511

Work Phone: (352) 200-9228

City Resident: on

Registered Voter: on

*Previously
verified*

Present Employer: MDI

Employer's Address: 10087 Cortez Blvd

Employer's City: Brooksville

Employer's State: FL

Employer's Zip Code: 34613

Education: 1988: High School Diploma, Plant City High School
1988-1992: Polk Community College, No Diploma

Experience: I currently serve on the Personnel Advisory Board and am a resident of the City of Brooksville, having lived here for almost seven years. I have experience in both development and construction through prior work history both at Marriott Ownership Resorts and Andras Engineering & Construction. I am very interested in being a part of the growth and development of our community.

Reference 1: Charlotte Goethe Hannaway (352) 799-0848

Reference 2: Beth Garman (352) 585-2908

Reference 3: Frank Bierwiler (352) 279-9061

Position: Full Member Position

Planning & Zoning Board: on

P02
rec'd 10/24/07
by

City of Brooksville Application
for City Advisory Board/
Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:
Mr./Mrs./Miss/Ms. RONALD H. LAWSON

ADDRESS: 15 CROSBY ST
BROOKSVILLE FL 34601

PHONE NO: Home (352) 799-0513 Work (352) 596-4000 x 3130

E-MAIL ADDRESS: MRRON154@YAHOO.COM

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No

REGISTERED VOTER: Yes No VOTER ID #: 104447582

verified
10/24/07
JP

PRESENT EMPLOYER: WITHLACOCHEE RIVER ELECTRIC COOPERATIVE

EMPLOYER'S ADDRESS: 10005 CORTEZ BLVD, BROOKSVILLE FL 34613

EDUCATION: A.S. DEGREE- P.H.CC

(Use back of form for additional information)

EXPERIENCE (DETAILED) RELEVANT TO BOARD/COMMITTEE POSITION:

(Please do not substitute "many boards" for experience.)

23 YEARS - DESIGNING & PLANNING ELECTRICAL
SUPPLY CIRCUITS FOR SUBDIVISIONS & COMMERCIAL
PROJECTS .

13 YEARS - ARCHITECTURAL DRAFTSMAN & HOME DESIGNER

(Use back of form for additional information)

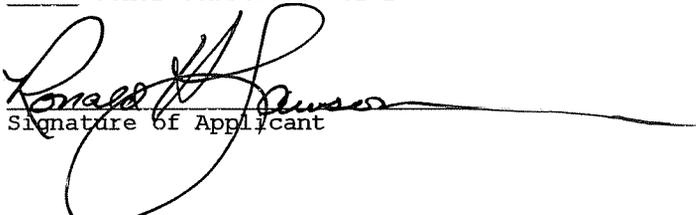
REFERENCES (3 MINIMUM) (NAME AND PHONE NUMBER):

MIKE DUNCAN 352-596-4000 x 3100
SCOTT BROWNING 352-683-5481
JOHN EMERSON 352-754-4190

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 02/02/06)

RESUME

RONALD H. LAWSON
15 Crosby Street, Brooksville, FL 34601

Withlacoochee River Electric Cooperative

Supervisor of Engineering Services
January 2005 - Present

I am currently responsible for the supervision of a 12 person engineering department. My department's responsibilities are to provide electrical distribution design for new residential and commercial development, as well as to insure the efficiency of the Withlacoochee River Electric Cooperatives West Hernando District electrical grid system currently serving approximately 60,000 consumers.

Engineering Service Technician
March 1983 - January 2005

I have been personally responsible for cost proposals/planning of the relocation of electrical facilities for the following major projects: Suncoast Parkway Construction, US 19, Mariner Blvd. and Spring Hill Drive widening. I have provided the engineering services for the Coastal Way Shopping Plaza, Publix @ Barclay, Walmart US 19, Sam's Club and various other commercial construction projects. I managed the coordination between WREC's construction and service departments with consumers, builders, developers, engineers and various other utilities and County Governmental Agencies. In addition I provide engineering data required to install underground, overhead, secondary and primary service. I was involved in the re-conductoring of WREC's Spring Hill II Substation which involves construction of 4 miles of double circuit distribution feeder which provides electricity to the NW Spring Hill area as well as the planning of the Brooksville Regional Hospital, Hernando County Schools Challenger K-8 School, School "J" and the Sterling Hill Subdivison. Other various duties include assisting with the communication and clean up efforts before, during and after major power outages as a result of storms and hurricanes. As well as assisting with efforts provided by FEMA and the Hernando County Office of Emergency Management.

Regency Communities of Florida

May 1979 - March 1983

I was responsible for the enhancement of working drawings and monthly update of company wide specification sheets as issued to purchasing, accounting and construction. I designed, created blueprints and obtained permitting for single family homes, recreation centers, condominiums, and sales centers. I verified lots and worked in cooperation with the engineers, surveyors and utility crews on various projects.

Ellis Banking Corporation

March 1975 - May 1979

In the position of Head Teller, my main responsibility was to manage/supervise and review the employees so as to provide quality customer service as well as work as a team to accomplish our daily goals. Prior to leaving the banking industry my title as Loan Adjuster held responsibilities such as the collection and maintenance of past due loans, repossessions, foreclosures and delinquencies and report this information to the Board of Directors.

Neisner's Department Store

October 1973 - February 1975

United Parcel Service

June 1972 - September 1973

EDUCATION

**Coventry High School
Coventry, Rhode Island**

**Pasco Hernando Community College
Graduated May 1977**

A.S. Degree - General Studies

**Major Studies: Architectural Drafting and Design; Surveying; Building
Construction Technology and Banking**

**PHCC Certificate of Completion: Supervisory Development 2007
Certificate of Completion: FEMA-Disaster Preparation**

**Committee involvement: District Safety Committee; District Coordinator for
A.C.R.E. for four years and Christmas Committee**

**Community involvement: HYL Baseball League, Historic Home Restoration and a
member of the National Trust for Historic Preservation**

**Award Recipient: December 2005 - Margaret Ghiotto Residential Beautification
Award**

January 2006 - Margaret Ghiotto Beautification of the Year Award

Rec'd
10/27/06
228

P+2

City of Brooksville Application for City Advisory Board/ Committee Appointment

PLEASE TYPE OR PRINT

FULL NAME:
Mr. Mrs./Miss/Ms. E. E. WEVER JR

ADDRESS: 920 MOONLIGHT LN
BROOKSVILLE

PHONE NO: Home (352) 799 0802 Work () _____

E-MAIL ADDRESS: _____

RESIDENT OF THE CITY OF BROOKSVILLE: Yes No _____

REGISTERED VOTER: Yes No _____ VOTER ID #: 104421974

PRESENT EMPLOYER: RETIRED

EMPLOYER'S ADDRESS: _____

EDUCATION: MISS. STATE UNIV. (1948 BS)

12/29/06
JP

(Use back of form for additional information)

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

COUNCIL MEMBER - 12 yrs.
COMMERCIAL BANK - 34 yrs

(Use back of form for additional information)

REFERENCES (3 MINIMUM) (NAME AND PHONE NUMBER):
GENE MANUEL - 352-796-8423
TOM BRONSON - 352-796-3399
JIM KIMBROUGH - 352-796-5151

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.

APPROVED BY BROOKSVILLE
CITY COUNCIL
ON 1/8/07 INITIALS JP

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)]

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[Requires Filing of Financial Disclosure and Gift Disclosure Forms with the Supervisor of Elections within 30 days following appointment and Every Year Thereafter (See Attached)]

_____ 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)

X _____ 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]
Signature of Applicant

12-6-06

NOTE: Return completed form to:

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

(Revised March 15, 2006)

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – November 05, 2007

1. TYPE: Audit
DATE: September 14, 2007
RECEIVED FROM: Malcolm Johnson & Company PA
ADDRESSED TO: Brooksville Housing Authority Board of Commissioners/
HUD Jacksonville, FL
SUBJECT: Brooksville Housing Authority Audit as of 12/31/06
2. TYPE: Letter
DATE: September 21, 2007
RECEIVED FROM: Mary Beth Gary, CPA, Managing Director
Oliver & Joseph, P.A.
ADDRESSED TO: City Manager Norman-Vacha
SUBJECT: Information pertinent to extending Oliver & Joseph,
P.A.'s original contract with the City for one year,
to include the audit of the fiscal year ended
September 30, 2007.
3. TYPE: Notice of Filing
DATE: October 3, 2007
RECEIVED FROM: Colleen M. Fitzgerald, Esq.
SUBJECT: Notice of Filing the 90% complete project design
plans pursuant to the Stipulated Final Judgment
entered in 'City of Brooksville, Plaintiff, vs
Pedro Mendez, Angel L. Bonilla and Hernando
County Tax Collector, Defendants.
4. TYPE: Letter
DATE: October 4, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Alvin Mazourek, Hernando County Property Appraiser
SUBJECT: Cover for 2007 Certification of Final Taxable Value.
5. TYPE: Letter
DATE: October 4, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Juanita B. Sikes, Hernando County Tax Collector
SUBJECT: Cover for HC-422 Certification of Taxable Value.
6. TYPE: Letter
DATE: October 5, 2007
SENT BY: Mayor Pugh
ADDRESSED TO: D. Ray Eubanks, Planning Manager, Florida Department
of Community Affairs/Bureau of Local Planning
SUBJECT: Cover for Proposed Amendments to the Future Land
Use Map and Text of the City of Brooksville's
Comprehensive Plan (Ref.CPA2007-L1 & CPA2007-L2)

7. TYPE: Email
DATE: October 5, 2007
RECEIVED FROM: Shannon Andras-Petry
ADDRESSED TO: City Clerk Phillips
SUBJECT: Notification of resignation from the Brooksville Housing Authority Board.
8. TYPE: Letter
DATE: October 11, 2007
SENT BY: Timothy A. Mossgrove, Chairman
ADDRESSED TO: Mayor and Council Members
SUBJECT: Cover for City of Brooksville Firefighters' Retirement Trust Fund-Annual Report of Investment Activity.
9. TYPE: Letter
DATE: October 12, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Property Tax Administration Program (TRIM Compliance)
SUBJECT: Cover for mandatory Certification of Compliance Form DR-487 (and attachments) for the City.
10. TYPE: Letter
DATE: October 15, 2007
RECEIVED FROM: D. Ray Eubanks, Administrator/Department of Community Affairs
ADDRESSED TO: Mayor Pugh
SUBJECT: Notification that the City's Proposed Comprehensive Plan Amendment (Ref. # Brooksville 07-2) is being reviewed and the Department's ORC report will be mailed to the City on or about December 11, 2007.
11. TYPE: Letter
DATE: October 17, 2007
SENT BY: Stephen J. Baumgartner, Finance Director
ADDRESSED TO: Vernon M. Fuller, Area Director/USDA Rural Development
SUBJECT: Cover for mandatory Community Facility Loan Quarterly Report ending 9/30/07 for the City of Brooksville.
12. TYPE: Final Order No. DCA07-GM-240 (Majestic Oaks Dev.)
DATE: October 18, 2007
RECEIVED FROM: General Counsel/Department of Community Affairs
ADDRESSED TO: City of Brooksville
SUBJECT: Notification of Order closing file on Case #06-5084GM regarding whether the City of Brooksville's Comprehensive Plan Amendment adopted by Ordinance No. 718 on September 18, 2006 is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, Part II, FS.
13. TYPE: Letter
DATE: October 26, 2007
RECEIVED FROM: Ray Graber, Director of Government & Public Affairs
ADDRESSED TO: BrightHouse Networks
SUBJECT: Update regarding BrightHouse Network's channel realignment plan, including Government channels.

Monthly Reports

September 2007 Departmental Monthly Reports
Community Development Departmental
Department of Public Works
Finance Department
Fire Department
Human Resources Department
Parks and Recreation Departmental
Police Department

Miscellaneous Minutes

City Advisory Boards

Firefighters' Pension Trust Fund Board of Trustees	April 26,	2007
Police Officers' Pension Trust Fund	July 25,	2007
Brooksville Housing Authority	August 23,	2007
Beautification Board	September 11,	2007

Council Rep. Boards

Youth & Family Alternatives, Inc.	July 16,	2007
Hernando County Community Alliance Meeting	August 9,	2007
Hernando County Community Anti-Drug Coalition	August 29,	2007
Hernando County Fair Association	September 13,	2007
Withlacoochee Regional Water Supply Authority	September 19,	2007
Withlacoochee Regional Planning Council Board of Directors Meeting	September 20,	2007
Withlacoochee Regional Planning Council Executive Committee Meeting	September 20,	2007
Hernando County Community Anti-Drug Coalition	September 26,	2007

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

G:\WP_WORK\ClerkOffice\Correspondence-to-Note\11-05-07 Corresp to Note.doc

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

SCHEDULE OF AUDIT ADJUSTMENTS
DECEMBER 31, 2006
(Continued)

<u>Fund</u>	<u>GL Account</u>	<u>FDS Line</u>	<u>Description</u>	<u>Dr.</u>	<u>Cr.</u>
			(5)		
LRPH	HA code	322	Accrued compensated absences - current	6,053	
LRPH	HA code	354	Accrued compensated absences - long-term	16,232	
LRPH	HA code	512.1/933	Unrestricted net assets/Employee benefits		22,285
			<p>To correct accrual of compensated absences at year end. (This entry should be made to the financial statements and to the general ledger.)</p>		
			(6)		
LRPH	HA code	312	Vendors payable	16,938	
LRPH	HA code	512.1/961	Unrestricted net assets/Insurance expense		16,938
			<p>To eliminate subsequent payment of 2007 insurance from the year end accounts payable accrual. (This entry should be made to the financial statements and to the general ledger.)</p>		
			(7)		
LRPH	HA code	143	Inventories - Gas	13,375	
LRPH	HA code	512.1/933	Unrestricted net assets/Maintenance materials		13,375
			<p>To record estimated value of LP gas in tanks at year end. This the same amount as one year ago. (This entry should be made to the financial statements and to the general ledger.)</p>		
			(8)		
LRPH	HA code	512.1/942	Unrestricted net assets/Maintenance materials	13,943	
LRPH	HA code	143.1	Allowance for obsolete inventories		13,943
			<p>To adjust allowance for obsolete inventory to reflect estimated real value of assets on hand. This determination was made based upon physical inspection at time of audit, with staff knowledge that little change had occurred in the time elapsed. (This entry should be made to the financial statements and to the general ledger.)</p>		

OLIVER & JOSEPH, P.A.
CERTIFIED PUBLIC
ACCOUNTANTS

September 21, 2007

Mrs. T. Jennene Norman-Vacha
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Dear Jennene:

Per the original contract executed September 13, 2004, the audit agreement may be extended two (2) fiscal years beyond September 30, 2006 by mutual agreement of both parties. This document is to serve as an extension of the original contract for one year, to include the audit of the fiscal year ended September 30, 2007. Further, execution of this document includes the significant terms of the audit engagement as described in the letter dated August 13, 2007 and approved by City Council.

If you have any questions please let me know. Please sign below and return one copy to us for our files.

Sincerely,

OLIVER & JOSEPH, P.A.



Mary Beth Gary, CPA
Managing Director

MBG/mrp

Response:

This letter correctly sets forth the understanding of the City of Brooksville, Florida.

By: Jennene Norman-Vacha
Title: City Manager

Date: 10-23-07

CTN 11-5-07

5

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR HERNANDO COUNTY
CIVIL DIVISION

CITY OF BROOKSVILLE,

Plaintiff,

CASE NO.: H-27-CA2005-981

v.

PEDRO MENDEZ, ANGEL L. BONILLA
AND HERNANDO COUNTY
TAX COLLECTOR

Defendants.

NOTICE OF FILING

Plaintiff, CITY OF BROOKSVILLE, by and through its undersigned attorneys, hereby gives Notice of Filing the ninety percent (90%) complete project design plans pursuant to the Stipulated Final Judgment entered in the above-captioned matter.



Mark Bentley, Esquire

FBN: 0724076

Colleen M. Fitzgerald, Esquire

FBN: 0182192

GrayRobinson, P.A.

201 North Franklin Street, Ste. 2200

Tampa, FL 33602

Telephone: (813) 273-5000

Facsimile: (813) 273-5145

Attorneys for Plaintiff

Handwritten notes:
10/8/07
ja
City Attorney

Handwritten notes:
10/8/07
ja

Handwritten notes:
DTD-11/5/07

Handwritten mark:
8

City of Brooksville



(352) 544-5400 (Phone)

(352) 544-5424 (Fax)

10-05-07 (352) 544-5420 (TDD)

*Hand
delivered
10-4-07
SB*

October 4, 2007

Mr. Alvin Mazourek
Hernando County Property Appraiser
201 Howell Avenue, Suite 300
Brooksville, FL 34601-2041

Re: Certification of Final Taxable Value 2007

Dear Mr. Mazourek:

Please find copies 1 and 2 of Certification of Final Taxable Value HC-422 for 2007 Year.

Thank you.

Sincerely,

Stephen J Baumgartner
Stephen J Baumgartner
Finance Director

attachments

cc: Karen Phillips, CMC and Director of Administration

U:\My Documents\open office\ docs\letter trim DR-422 property appraiser.doc

CTR 11/5/07

SB

City of Brooksville



(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

10-05-07 09:29 IN

October 4, 2007

*hand
delivered
10-4-07
JP*

Ms. Juanita B. Sikes
Hernando County Tax Collector
20 North Main Street, Room 112
Brooksville, FL 34601

Re: Certification of Final Taxable Value for 2007

Dear Ms. Sikes:

Please find copy 4 of HC-422 Certification of Final Taxable Value.

Thank you.

Sincerely,

Stephen J Baumgartner
Stephen J Baumgartner
Finance Director

attachment

cc: Karen Phillips, CMC and Director of Administration

U:\My Documents\open office\ docs\letter trim HC422 tax collector.doc



October 5, 2007

MAILED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. D. Ray Eubanks, Planning Manager
Florida Department of Community Affairs
Bureau of Local Planning
Plan Processing Team
Sadowski Building
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Transmittal of Proposed Amendments to the Future Land Use Map and Text of the City of Brooksville's Comprehensive Plan (Ref. CPA2007-L1 & CPA2007-L2)

Dear Mr. Eubanks:

Please find enclosed, in accordance with Sections 163.3161 through 163.3215, Florida Statutes and Chapters 9J-5 and 9J-11.006, Florida Administrative Code, three copies of the above-referenced, proposed Large-Scale Amendments to the Text (of several Elements) and Future Land Use Map of the City of Brooksville's Comprehensive Plan.

The following information is provided to fulfill the requirements of Rule 9J-11.006(1), FAC:

Rule 9J11.006(1)(a)1 and 2 - The Brooksville City Council, serving also as the Local Planning Agency (LPA), held public hearings concerning the amendments to the future land use map and text of the Comprehensive Plan on October 1, 2007, after public notice was issued as required. At said public hearing, the LPA recommended and the City Council approved transmittal of the proposed amendments to the Florida Department of Community Affairs for review. A copy of the public notice is enclosed.

Rule 9J11.006(1)(a)(b) and (c) - The City hereby certifies that the proposed amendments, including supporting documents, which include data and analysis supporting the proposed amendments, have been transmitted to the Withlacoochee Regional Planning Council, Southwest Florida Water Management District, Florida Department of Transportation (District Seven), Florida Department of State (Division of Historic Resources), Florida Department of Environmental Protection, Hernando County Local Planning Agency, Office of Educational Facilities of the Commissioner of Education and the Hernando County School Board. The packets were mailed to each of these agencies on October 9th, 2007.

Rule 9J11.006(1)(a)3 - CPA 2007-L1 creates Goals, Objectives and Policies to provide the background and guidance to implement the School Concurrency requirement. The amendment creates Chapter 11, Public School Facilities Element (PSFE), which contains two goals with supporting objectives and policies to address the issues contained in Chapter 163 F.S., as adopted by the Florida Legislature in SB 360, and implements an interlocal agreement between Hernando County, the Hernando County School Board and the City of Brooksville. There are policy changes to the Future Land Use, Intergovernmental Coordination and Capital Improvements Elements to maintain overall consistency within the Comprehensive Plan as a result of

CTJ 11/5/07

Karen Phillips

From: <andraspettry@tampabay.rr.com>
To: "Karen Phillips" <kphillips@ci.brooksville.fl.us>
Cc: "Brooksville Housing Authority" <eloos@tampabay.rr.com>; "rcmclean" <rcmclean@tampabay.rr.com>; "Ric Gilmore" <RGilmore@SAXONGILMORE.COM>; <jnvacha@ci.brooksville.fl.us>; <ytaylor@yahoo.com>; <ewatkins1@tampabay.rr.com>; <brooks@nextconnect.net>; <jsoto@tampabay.rr.com>; <stevezeledon@earthlink.net>; <hpdouglas@hpdouglasassociates.com>; <dpugh@ci.brooksville.fl.us>; <fburnett@ci.brooksville.fl.us>; <jbernardini@ci.brooksville.fl.us>; <lbradburn@ci.brooksville.fl.us>; <rlewis@ci.brooksville.fl.us>
Sent: Friday, October 05, 2007 9:40 AM
Subject: Brooksville Housing Authority Board Resignation

October 5, 2007

Karen Phillips, City Clerk
 City Of Brooksville
 201 Howell Avenue
 Brooksville, FL 34601

Re: Brooksville Housing Authority Board Resignation

Dear Ms. Phillips;

At this time, with the turmoil and the disarray that the Brooksville Housing Authority is in, I feel that as a Commissioner, I need to be investing a great deal of time into the day-to-day business aspect of the Authority to ensure accuracy and accountability. Unfortunately, due to my responsibilities as a parent of three children and my ever growing busy schedule, it is very difficult for me to afford the appropriate time I feel is needed to do this.

Additionally, in past meetings and during numerous conversations with Mr. McLean, I have requested we hold all future meetings at City Hall with a police officer in attendance, but these accommodations have not been arranged. I feel that with the tension surrounding the ongoing circumstances at the Brooksville House Authority, that the Board Member's safety has been compromised and I do not feel that it is in my best interest nor in the best interest of my family to continue serving on this Board.

It is with a heavy heart that I will have to offer my resignation from my position as a Commissioner of the Brooksville Housing Authority at this time.

I want to thank you for giving me the opportunity to serve my community that I so proudly live in and hope that at some point in my life when my children are older and I have more time to invest, you will consider me again.

Sincerely,

Shannon Andras-Pettry

cc: City Council

CTR 11/5/07

10/5/2007

9

FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES

10-16-07 A10:58 IN

85 Veterans Ave, Brooksville, Fl. 34601
352-544-5445 Fax- 352-544-5462

October 11, 2007

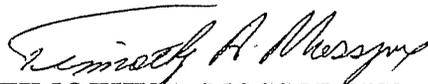
Honorable Mayor and Members of City Council
City of Brooksville
c/o T. Jennene Norman-Vacha
201 Howell Avenue
Brooksville, Florida 34601

Re: City of Brooksville Firefighters' Retirement Trust Fund- Annual Report of Investment Activity

Dear Jennene:

In accordance with Section 112.661(15), Florida Statutes, please find enclosed the annual report of investment activity of the City of Brooksville Firefighters' Retirement Trust Fund. This report includes investments in the portfolio as of September 30, 2007 listed by class or type, book value, income earned and market value as of the stated date. This report must also be made available to the public.

Sincerely,



TIMOTHY A. MOSSGROVE
Chairman

smm

cc: Steve Baumgartner, Finance Director
Karen Phillips, City Clerk
Scott Christiansen, Attorney

CHIEF TIMOTHY A. MOSSGROVE, CHAIRMAN LIEUTENANT . GERALD E. WARD, VICE CHAIRMAN
REGINA ANN MARTIN, MEMBER PAUL D. BABCOCK, MEMBER,

FRANK R. PHILLIPS, SECRETARY

DTW 11/5/07

City of Brooksville



10-16-07 A10:58 IN

(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

October 12, 2007

copy

Property Tax Administration Program
"TRIM COMPLIANCE"
Post Office Box 3000
Tallahassee, FL 32315-3000

CERTIFIED RECEIPT NO. 7000 0520 0016 5840 5511

**Re: DR-487 2007/2008 Certification of Compliance (TRIM
Compliance Package)**

Dear Ladies and Gentlemen:

In accordance with the laws of the State of Florida, the accompanying Certification of Compliance, Form DR-487 and attachments are hereby submitted for your review.

If there is any further information that is required, please notify us at your earliest opportunity.

Thank you for your support and assistance

Yours very truly,

Stephen J Baumgartner
Stephen J Baumgartner
Finance Director

enclosures

U:\My Documents\sbaum\my docs\open office\trimc

7000 0520 0016 5840 5511

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only. No Insurance Coverage Provided)	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Postmark Here	
Recipient's Name (Please Print Clearly) (To be completed by mailer) Property Tax Administration Program	
Street, Apt. No.; or PO Box No. P. O. Box 3000	
City, State, ZIP+ 4 Tallahassee, FL 32315	
PS Form 3800, February 2000 See Reverse for Instructions	

CTW 11/15/07



10-18-07 P02:37 IN

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

October 15, 2007

The Honorable David Pugh, Jr.
Mayor of Brooksville
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041

Dear Mayor Pugh:

Thank you for submitting the City of Brooksville's proposed comprehensive plan amendments for our review. The reference number for this amendment is **Brooksville 07-2**.

We have conducted an inventory of the plan amendment package to verify the inclusion of all required materials. The submission package appears to be complete, and your proposed plan amendment will be reviewed pursuant to Chapter 163, Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. The Department's ORC report will be mailed to you on or about December 11, 2007.

Also, please be advised that Section 163.3184(8)(c), Florida Statutes, requires the Department to provide a courtesy information statement regarding the Department's Notice of Intent to citizens who furnish their names and addresses at the local government's plan amendment transmittal (proposed) or adoption hearings. In order to provide this courtesy information statement, local governments are required by law to furnish the names and addresses of the citizens requesting this information to the Department. Please provide these required names and addresses to the Department *when you transmit your adopted amendment package* for compliance review. In the event no names, addresses are provided, please provide this information as well. For efficiency, we encourage that the information sheet be provided in electronic format.

If you have any questions please contact Brenda Winningham, Regional Planning Administrator, that will be overseeing the review of the amendments, at (850) 487-4545.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

Handwritten notes: "K. Bell", "J. ...", "To ...", "10/15"

DRE/af

2555 SHUMARD OAK BOULEVARD \$ TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9989

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

Handwritten notes: "can 11/5/07"

City of Brooksville



10-18-07 11:43 AM

(352) 544-5400 (Phone)

(352) 544-5424 (Fax)

(352) 544-5420 (TDD)

October 17, 2007

Mr. Vernon M. Fuller
Area Director

USDA Rural Development

2629 Waverly Barn Road, Suite 129

Davenport, FL 33897

CERTIFIED MAIL 7000 0520 0016 1779 9033

Re: City of Brooksville Community Facility Loan; Quarterly
Report ending 9/30/2007

Dear Mr. Fuller:

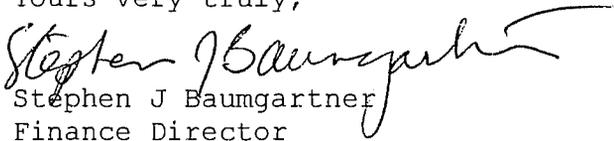
Enclosed is our Community Facility Loan Quarterly Report ending
9/30/07 for the City of Brooksville.

The following is recap of the items that are enclosed:

- 1.) Form RD 442-2 with 06/07 City of Brooksville General Fund Annual Budget including 06/07 budget amendments; Quarterly data from 07/01/07 through 9/30/07; Year to date data from 10/01/06 through 9/30/07. Revenues and expenditures are estimated based on our current unaudited financial statements.
- 2.) Supplemental Data with Property Insurance and Distribution of Cash for City's General Fund and Debt Service and Reserves for 2006 Capital Improvement Revenue Bond.

Thank you to you and your staff for your assistance to the City.

Yours very truly,


Stephen J Baumgartner
Finance Director

enclosures

pc: T. Jennene Norman-Vacha, City Manager
Karen Phillips, Dir. of Administration & City Clerk
Mr. Emory Pierce, Public Works Director

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STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

HERNANDO COUNTY,

Petitioner,

vs.

Case No.: 06-5084GM

DEPARTMENT OF COMMUNITY
AFFAIRS and CITY OF BROOKSVILLE,

Respondents,

and

MAJESTIC OAKS PARTNERS, LLC
and MAJESTIC OAKS DEVELOPERS,
LLLP,

Intervenors.

FINAL ORDER

An Administrative Law Judge of the Division of Administrative Hearings has entered an Order Closing File in this proceeding. A copy of the Order is attached to this Final Order as Exhibit A.

BACKGROUND

This is a proceeding to determine whether the City of Brooksville (City) Comprehensive Plan Amendment adopted by Ordinance No. 718 on September 18, 2006, is "in compliance" with the Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, Part II, Florida Statutes (the "Act").

FC
10/23/07
Bill R

bright house

NETWORKS

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

October 26, 2007

Karen Phillips, City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Mrs. Phillips:

I would like to give you an update regarding Bright House Networks' channel realignment plan.

- The Hernando Government Channel will remain on Bright House Networks' Basic Service tier as an unscrambled digital channel, effective December 11, 2007
- The Government Channel will be on cable Channel 622
- Bright House Networks will make a converter box available, at a low monthly fee of \$1.00 (plus taxes), for those basic customers who do not already have one so that they may view the education programming.
- When the realignment is complete, the converter box will also provide additional digital channels from WEDU, WUSF, WFLA, WFTS, WTSP and the NASA Channel.
- Bright House Networks will continue to notify and educate customers on the new channel locations.

We hope this information answers any questions you may have regarding the change. Please contact me if you have further questions.

Sincerely,

Ray Gräber

Director of Government & Public Affairs

pe: read

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CITY OF BROOKSVILLE
Community Development Department
Monthly Activity Report
September 2007

CATEGORY	This Month September 2007	Fiscal Year to Date 10/01/06 - 9/30/07	This Month Last Year (September 2006)	Last Fiscal Year to Date 10/01/05-9/30/06
Building/Development Reviews	20	637	27	525
Occupational Licensing Reviews	14	195	20	172
Zoning Research Responses	59	859	65	668
Variances	0	5	1	3
Special Exceptions	2	17	0	1
Re/Zoning Amendments	1	15	1	5
Annexation	0	3	2	14
Conditional Plat	2	8	0	6
Final Plat	1	5	0	9
PDP Master Plan SEU/Zoning	0	6	0	2
Comprehensive Plan Amendments	2	4	0	2
Code Enforcement Violations	17	174	30	180

F

MINUTES

Firefighters' Pension Trust Fund Board of Trustees

April 26, 2007

The Firefighters' Pension Trust Fund Board of Trustees met on Thursday, April 26, 2007 at City Council Chambers, 201 Howell Avenue, Brooksville, Florida 34601

PRESENT: Gerald Ward, Vice-Chairman; Frank Phillips, Secretary; Regina Martin and Paul Babcock, Members of the Board. Also, Susan Mae McCrary, Adm. Asst./ Recording Secretary; Brad Heinrichs of Foster and Foster ; Jeanine Bettinger and Richard Cristini, CPA Bryan Barkardjiev, Bogdahn and Associates..

ABSENT: Timothy Mossgorve, Chairman was out of town.

CALL TO ORDER: The meeting called to order by Vice Chairman Ward at 5:55 p.m.

MINUTES OF MEETING OF MARCH 29, 2007

Motion

Motion by Frank Phillips; seconded by Regina Martin, voted upon and carried unanimously to approve.

DAVIDSON, JAMIESON AND CRISTINI, CPA

(a) Audit for fiscal year ending September 30, 2006.

Jeanine Bettinger explained the audit. The state money has increased from the prior year. Investment interest has increased, which in part is due to the transition from Sun Bank to Salem Trust. There was a decrease in the fund assets due to the DROP distribution of \$286,000.

The Memorandum of Information indicated that the check registers be sent to them. They finally received them after several requests and that they are now receiving them from Salem.

She commented positively on Susan's assistance and organization of the files and that it is a pleasure working with her and other city employees.

Motion

Motion to approve the audit for fiscal year ending September 30, 2006, made by Regina Martin; seconded by Frank Phillips; voted upon and carried unanimously to approve.

FOSTER AND FOSTER

Brad Heinrichs addressed the Board. He advised that annually the actuary looks at the member contribution rate required for the 20 year retirement provision. Last year they presented a decrease in the member contribution from 4% to 3.8%, and proposed an Ordinance. For whatever reason this did not happen. At this time the member contribution rate could fall to 2.97% . When the ordinance for retirement after 20 years was presented, the city wanted a provision in the ordinance that all costs would be borne by the members and there would be no cost to the city.

Motion

Frank Phillips made a motion for Scott Christiansen to present an ordinance revision dropping the member contribution rate from 4% to 2.97%; seconded by Regina Martin, voted upon and carried. 4-0

Mr. Heinrichs stated that in 2004 there was much hurricane related overtime. The view of the actuary was that this should not be included for purposes of projecting someone's pay at retirement for funding purposes. Charles Slavin, actuary in Division of Retirement in Tallahassee, disagrees and as a result they came to a compromise that the hurricane overtime would be included for those within five years of retirement and not included for those not within this range. Therefore, the Valuation was revised at his request resulting in a small increase in the funding requirement, which was inconsequential since the city contributed enough.

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POLICE OFFICERS' PENSION TRUST FUND
BOARD OF TRUSTEES

Wednesday, July 25, 2007

5:00 P.M.

Police Officers' Pension Trust Fund Board of Trustees met with members Joe Quinn, Vice-Chairman, Randal Orman, Secretary, Jason Matheson, Member, Charles Price, Member, David West of Bogdahn & Associates, Bonni Jensen, Board Attorney, and Patrick Donlan of Foster & Foster. Also present were Margaret Bosack, Recording Secretary, and Kim Harsin, Administrative Assistant. Absent were Jason Brough, Chairman and Jim Delach, City Liaison.

CALL TO ORDER

Meeting was called to order at 5:04 pm.

APPROVAL OF MINUTES

Motion was made to approve January 24, 2007 minutes. Motion carried 4-0.

CORRESPONDENCE TO NOTE

Attorney Jensen informed the Board that there were three (3) items (C-13, C-14, C-15) that needed action.

Motion was made to direct deposit checks to Salem Trust from Lynch Jones & Ryan. Motion carried 4-0.

Member Matheson presented possible improvements to the plan. Mr. Donlan explained a one time lump sum versus a percent payout and the difference between "DROP" and "PLOP" options.

Motion was made to have an actuarial analysis conducted by Foster & Foster to determine the impact of raising the multiplier from 3.5 to 4.0 percent with a cost not to exceed \$1,000. Motion carried 4-0.

No motion was made to receive & file the correspondence to note.

CONSENT AGENDA

Legal Services Fees - Bonni S. Jensen, Esquire

Approval of fees in the amount of \$1,160.25 to be paid by Salem Trust
Attachment- statement period ending 02/15/2007

Legal Services Fees - Bonni S. Jensen, Esquire

Approval of fees in the amount of \$44.20 to be paid by Salem Trust
Attachment - statement period ending 03/15/07

Investment Monitor Fee - Bogdahn Consulting

Approval of fees in the amount of \$1,625.00 to be paid by Salem Trust
Attachments:-Statement for period 01/01/07 - 03/31/07

Legal Services Fees - Bonni S. Jensen, Esquire

Approval of fees in the amount of \$44.20 to be paid by Salem Trust
Attachment - statement period ending 04/15/07

Investment Manager Fee - Dana Investment Advisors, Inc.

Approval of fees in the amount of \$3,785.56 to be paid by Salem Trust
Attachments: Statement for First Quarter 2007

Custodial Fees - Salem Trust Company

Approval of fees in the amount of \$750.00 to be paid by Salem Trust
Attachment - Statement period ending March 31, 2007

OK 11/5/07

JP

10/11/07 [unclear]
([unclear])
[unclear]

Brooksville Housing Authority
800 Continental Drive
Brooksville, Florida 34601
(352) 796-6547 or (352) 796-6517
FAX (352) 796-4899

Ronnie C. McLean
Executive Director

Minutes from August 23, 2007 Board Meeting

Present:

Board members: Steve Zeledon, Shannon Pettry, Paul Douglas, Yvette Taylor, Jeanette Soto, James Brooks, Earl Watkins

Staff: Attorney Charles Luckie; Ronnie McLean, Executive Director; Pamela Gaines

Mr. Zeledon called the meeting to order at 6:10 PM with a moment of silence followed by the Pledge of Allegiance.

The new Board members introduced themselves.

Executive Director's Report

Mr. McLean explained that HUD is in the process of conducting a forensic audit and that Malcolm and Johnson had already conducted an audit. Policies, procedures, tenant applications, and rental agreements all need to be revamped.

6:27 PM - **Mr. Watkins** joined the meeting.

Mr. Douglas asked how these plans and policies interrelate with HUD.

Mr. McLean explained that the BHA is governed by HUD regulations and State mandated procedures regarding procurement.

Mr. Douglas asked what the BHA expected from HUD.

Mr. McLean explained that he expected to find out what shape our finances are in and what to do about Lane Electric and Summit Villas and the electrical problems.

Mrs. Pettry stated that HUD now has a zero tolerance policy with the Brooksville Housing Authority. If BHA had not conducted the audits, they might not receive further funding from HUD.

Mr. Brooks asked if the BHA foresees any more charges.

Mr. McLean responded that an investigation is still underway.

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ETN 11/5/07 jg

BEAUTIFICATION BOARD MINUTES

Tuesday, September 11, 2007

5:30 P.M.

The Beautification Board met with members Sally Sperling, Nicole Sensale, Louise Taylor, Alison Jones and Delores Jackson. Also present were Joe Bernardini, Council Liaison and Janice L. Peters, Acting Board Secretary. Absent Members were Lou Kavouras and Jay Thompson.

The meeting was called to order by Vice-Chairman Sperling at 5:35 p.m., followed by a moment of silence and the Pledge of Allegiance.

Approval of Minutes

June 12, 2007 - Board Meeting

Motion:

Motion was made by Board Member Sensale; seconded by Board Member Jones for approval of the June 12, 2007 Regular Board Meeting Minutes. Motion carried 5-0.

Margaret R. Ghiotto Commercial Beautification Award

Nominations:

838 E. Jefferson Street - Jose L. Calderon
(Ease Street Home décor)
(Nominated by Board Member Sensale 06/12/07)

937 E. Jefferson Street - GLM Investments, LLC
(American Turf Equipment)
(Nominated by Chairman Kovouras 06/12/07)

246 E. Fort Dade Avenue - Hensley Chiropractic
(Nominated by Board Member Taylor 06/12/07)

966 E. Jefferson Street - John F. Mason, Jr.
(Farmer John's Key West Cafe)

Vice Chairman Sperling reviewed the four nominations, which were discussed.

Council Liaison Bernardini indicated American Turf Equipment was a new business and he did not think Hensley Chiropractic was finished yet.

Vice Chairman Sperling recommended carrying over Hensley Chiropractic to next month's agenda and asked if anyone had a motion for Easy Street Home Décor along with carrying over the other nominations. Board Member Jones pointed out she was in favor of awarding this month's award to Farmer John's Key West Cafe.

Motion:

Motion was made by Board Member Sensale; seconded by Board Member Taylor for approval of awarding the commercial award to Easy Street Home Décor and to carry over the other three nominations over to next month's agenda. Motion

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FB

Karen Phillips

From: "Gloria Gorby" <ggorby@yfainc.org>
 To: "Barbara O'Sullivan" <O'Sullivan_B@HCSB.k12.fl.us>; "Brenfroe@hernandosheriff.org" <brenfroe@hernandosheriff.org>; "Carol Ellis" <Carole569@bellsouth.net>; "Chief Hensley" <mhensley@hernandosheriff.org>; "Commissioner Diane Rowden" <drowden@co.hernando.fl.us>; "Doug McCaul" <pincrestsh@yahoo.com>; "Dr. Trump" <rtmtwoods@wildblue.net>; <dstravino@sum.net>; "Ed Hobin" <ed.hobin@swfwmd.state.fl.us>; "Frankie Burnett" <fburnett@ci.brooksville.fl.us>; "Jean Rags" <jeanr@co.hernando.fl.us>; "Marlene Shaw" <Marlene.Shaw@erapearson.com>; "Maureen Soliman" <mosey217@hotmail.com>; "Nancy Robinson" <mikejosephrob@aol.com>; "Richard Ballard" <rgba3d@tampabay.rr.com>; "Robert Sprague" <rsqrage20@tampabay.rr.com>; "Sheriff Bill Farmer" <billfarmer@nextel.blackberry.net>; "Sheriff Dawsy" <jdawsy@sheriffcitrus.org>; "Tom Mylander" <smylan1@bellsouth.net>
 Cc: "Mark Phillips" <mphillips@yfainc.org>; "Jim Simms" <jsimms@yfainc.org>; "Carolyn Kehr" <ckehr@yfainc.org>; "George Magrill" <gmagrill@yfainc.org>; "Glenn Parkinson" <gparkinson@yfainc.org>; "Martha Gonzalez" <mgonzalez@yfainc.org>; "Gina Prespare" <gprespare@yfainc.org>
 Sent: Tuesday, October 02, 2007 12:06 PM
 Subject: Minutes from the July 16th Advisory Board meeting

*Below you will find the minutes of the last meeting. If you have any questions please let me know. The next meeting is scheduled for Monday, October 15th. Please join us at the New Beginnings Youth Shelter at 4 p.m. **Please acknowledge your attendance by email or calling me at 727-835-1635 x 304. Thank you so much for your continued support.***
 Gloria

*Youth and Family Alternatives, Inc.
 Citrus, Hernando and Sumter Counties*

**Advisory Board Meeting
 Minutes
 July 16, 2007
 4:00 p.m. to 5:00 p.m.**

Attendees: Richard Ballard, Ed Hobin, Glenn Parkinson, Gina Prespare, Jim Simms, Robert Sprague, Martha Gonzalez, and Mark Phillips.

Testimonial from a Shelter Youth: Glenn Parkinson, Director of the shelter introduced a local teenager who has been staying at the shelter. Debbie (pseudonym) told of her reason for being at the shelter. She was brought before a judge and was sent to the shelter for truancy. Debbie told of the help the shelter has given her and how staff assisted her to become more responsible in her actions. Ed Hobin and other volunteers interacted with Debbie and encouraged her to be involved at school.

Welcome: After welcoming volunteers, staff and our special guests, Ed Hobin graciously chaired the meeting. The meeting was called to order.

Election of New Chair

atw 11/5/07

10/2/2007

Hernando County Community Alliance Meeting
August 9, 2007

Members Present: Dina Baswell, The Harbor; Linda Bixby, C.A.P.P.; Dennis Callaghan, DCF; Jennifer Dallner, Big Brothers/Big Sisters; Bill D'Aiuto, DCF; Judith Everett, District 13 SEDNET; Alli Freda, HCSO; Sophia Grenier, Youth & Family Alternatives; John Heyne, Teen Court; Harry Hill, DJJ; Carolyn Kehr, Youth & Family Alternatives; Morgan Moeller, Dawn Center; Robert Palin, Spring Hill United Church of Christ; Debra Pilla, CARE Network; Jean Rags, Health & Human Services; Janice Roy, Children's Advocacy Center; Barbara Smith, HCSB; Tamera Stewart, HCSO; Jeanne Travaglino, Devereux Kids; Francine Ward, MFCS; Dolly Warden, World Relief; Barbara Wheeler, E.D.

Welcome & Introductions

Lisa Panzer was out of town for today's meeting so she asked Judy Everett to facilitate the meeting. Judy welcomed everyone and had everyone introduce themselves. She then requested that everyone review the minutes from the last meeting. A motion to approve the minutes was made by Debra Pilla, seconded by Dina Baswell. Minutes were approved.

Announcements

Judy Everett requested everyone to review the handouts that were provided concerning "Family Footpaths" Navigating the Road to a Healthy Family by Helping Parents/Grandparents Understand Family Dynamics. The day-long seminar was being sponsored by the Isaiah Foundation on August 25th at the First United Methodist Church of Homosassa.

Carolyn Kehr stated that Youth & Family Alternatives, Inc. will be offering Anger Management classes for adolescents, ages 10-17 from 6:00 – 7:00 p.m. at the New Beginnings Youth Shelter. The sessions will be held on Tuesdays beginning September 4th and continue for four weeks. Referrals will be considered by assessment. The cost is \$25 per youth for the four sessions. All four sessions must be attended with participation in order to receive a Certificate of Completion.

Dina Baswell announced The Harbor will be attempting to assign a Case Manager (CM) to serve every school. Starting out the school year, a CM will be at the following schools: One CM will be based out of West Hernando M.S. and service Central H.S. and Pinegrove E.S.; a CM will be based at Brooksville E.S. and serve Moton E.S., Parrott M.S., Hernando H.S. and STAR; and a CM will be shared at Fox Chapel M.S., Deltona E.S., Springstead H.S., Nature Coast Tech. H.S. and Spring Hill E.S. Call Dina Baswell with questions: 540-9335 x4054 or 634-0322 (cell).

Judy also shared information concerning the grant through Hernando County Schools and the Department of Vocational Rehabilitation. Three Transition Specialists have been hired to assist the high schools in placing the most at-risk students out in the community workforce. They will work with area businesses and the Department of Vocational Rehabilitation to assist these students to learn vocational skills.

Guest Speaker: Dolly Warden
The Many Faces of Human Trafficking

Dolly Warden is a Minister working for World Relief out of the Tampa Bay office. Last October, World Relief received a three year grant under the Office for Victims of Crime, Department of Justice, to work with survivors in five counties which includes Hernando. They are partnered with the Clearwater Police Department who works with the law enforcement piece of the grant. This grant is designed to assist non-citizens of the U.S.

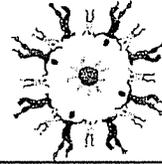
Dolly showed a DVD which was put out by the Department of Health & Human Services which depicts the perspective of the victims/survivors. The point put across by the DVD included "Rescue & Restore – look beneath the surface and find the clues."

Victims of human trafficking may look like many of the people you help everyday. Look for the following clues: evidence of being controlled, evidence of inability to move or leave job, bruises or other signs of physical

pe: 'read' etc 11/5/07

REL

Hernando County Community Anti-Drug Coalition
6147 Deltona Blvd., Spring Hill, FL 34606
Phone: 352-596-8000 * Fax: 352-596-8002
info@hernandoantidrug.org



Hernando County Community Anti-Drug Coalition
Meeting Minutes
August 29, 2007

Present: Richard Lewis (City of Brooksville), Ann-Gayl Ellis (HC Health Department), Karen Gidden (HC Health Dept.), Sophia Greiner (YFA), Harry Hill (YFA), Lisa Hammond (BHER Group), Alex Meyer (Chill Smart), Charlie Watson (Chill Smart), Ricardo Ruiz (HCSO/SRO), J.R. Hutchinson (HCSO/SRO Sergeant), Chrissie Parris (The Harbor), Shari Noriega (PTA), Jim Striegel (The Harbor), Tresa Watson (CENAPS)

Meeting called to order at 3:35 p.m. Upon Tresa's request, participants conducted introductions.

Richard presented a motion to accept minutes from the July meeting. Lisa seconded the motion. Motion carried.

Alcohol and Youth Task Force

Tresa stated that Teen Court is screening better for kids being referred to Chill Smart. In the last meeting it was mentioned that some Teen Court referrals were disruptive and pro-drug. The Harbor's pre-treatment substance abuse groups were a more appropriate referral for the more "challenging" kids and this seems to be working well. In the last two meetings Chill Smart had a guest speaker which was a nice change from the curriculum. During the next meeting, Chill Smart will address marijuana due to a concern of one of the Teen Court referral participants.

Kiwanis Kids Day is on September 15 at Tom Barn Park from 10 a.m. – 2 p.m. HCCADC will have a booth set up and all are encouraged to attend.

Alex Meyer and Charlie Watson attended the Florida Youth Prevention Delegation (FYPD) retreat August 8-10 in St. Pete Beach and represented Hernando County. The FYPD meets every 2 months and 2 delegates from every county in Florida attend. It is a state wide youth led organization focusing on prevention issues and redefining social norms. Alex and Charlie presented a power point presentation on their time at the retreat. Activities included an Impassioned Speaker to talk of being passionate about more than just one thing in life, the National Guard spoke about peer pressure and conducted a rope activity, the Live Free/Tampa Coalition presented statistics about Pinellas County, a public speaking speaker, Everest Challenge and Glow in the Dark Volleyball.

Handwritten notes: p.c. needed 11/5/07
etc.

8

Hernando County Fair Association Board Meeting
Minutes of September 13, 2007

Meeting called to order at 6:00 p.m. by President Bernardini who then led us in prayer and pledge
Nancy Moores, acting secretary, took roll and established a quorum was present (see roster)

Hurst moved, it was seconded and the motion to accept the minutes as clarified passed unanimously.
Bernardini noted the motocross track is the open issue, not the contract with Tracy Price.

Hurst moved, it was seconded and the motion to accept the Financial Report for audit passed unanimously.
Bernardini presented a comparison to August 2006 during which we were negative \$12,072.

Unfinished Business

1. Lease – Bernardini reported that Nicholson and Russell are currently in talks regarding the lease.
2. Piano – Moores reported the details and Hurst moved, it was seconded and the motion passed unanimously to authorize Moores to purchase the piano if cost, with moving, does not exceed \$600.
3. Train – Jackson reported three members acknowledged receipt of the letter and the display will be removed on or before October 31, 2007.
4. Roof – Jackson reported the work is near completion and no leaks, puddles or other indicators of trouble have been found during or following the recent rains.
5. Motocross – Bernardini stated they are still considering the three options: move, lease, destroy
6. Bulls & Barrels – Hurst presented three options and quotes following meetings with Five Star and Bob Campbell. After discussion, Moores moved, it was seconded and the motion passed unanimously to accept Bob Campbell's one day Bulls & Barrels offer at \$12,000 which includes added prize money from the Fair Association, contingent upon his acceptance of a check as payment.
7. Midway – Jackson and Bernardini reported that, following our vote last month, they spoke with Wad Shows to finalize the contract and their representative changed the percentage offered. Reithoffer Shows was approached and agreed to the same terms as we had with Degler. Following discussion and several endorsements of Reithoffer, Moores moved, it was seconded and the motion passed unanimously to enter in contract for the 2008 midway with Reithoffer Shows to provide for a seven day fair with details as presented in his e-mail.

New Business

1. Agenda item "Marine Corps" is tabled until October meeting
2. The suggestion from Allied Insurance Company was noted -- no action
3. Correspondences were noted
4. Livestock Committee Chair Clark wanted members to know there was an inmate on grounds during fair last year that was father to two livestock exhibitors and he established contact with those children during work on the grounds. Bernardini noted the supervision of the inmates during the fair will be a priority this year.
5. Livestock Committee Chair Clark presented an issue regarding an error made in the livestock sale. While the financial error was corrected, the supporter was still not comfortable with the outcome. Clark motion was seconded and the motion carried unanimously to refund \$1,066.55 to Goodwin Bros to show appreciation for their support and acknowledgement of the inconvenience.
6. Jackson announced several new committee chairs and asked for others to step forward to fill holes.

Respectfully submitted by Nancy A. Moores, acting secretary to the Fair Association Board for 09/13/07

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@TN 11/5/07

**MINUTES – WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING, SEPTEMBER 19, 2007**

DATE: September 19, 2007
TIME: 4:30 p.m.
PLACE: Hernando County Government Center
County Commission Chambers
20 N. Main Street, Brooksville, FL 34601

MEMBERS PRESENT

Joyce Valentino, Citrus County Commissioner
Gary Bartell, Citrus County Commissioner
Dennis Damato, Citrus County Commissioner
Rose Rocco, Hernando County Commissioner
Christopher Kingsley, Hernando County Commissioner
Dale Swain, Bushnell City Councilman
Phillip Price, Crystal River City Councilman
Joe Bernardini, Brooksville City Councilman

MEMBERS ABSENT

Richard Hoffman, Sumter County Commissioner
Randy Mask, Sumter County Commissioner
Daniel Owen, Ocala City Councilman
Kent Guinn, Ocala City Councilman
David Russell, Hernando County Commissioner
Diane Rowden, Hernando County Commissioner

OTHERS PRESENT

Jack Sullivan, Executive Director
Larry Haag, WRWSA Attorney
Barbara Sullivan, Recording Secretary
Alys Brockway, Hernando County Utilities
Dale Ravencraft, Hernando County Utilities
Diane Salz, WRWSA Legislative Liaison
Peter Rocco, Hernando County
Robert Knight, Citrus County Utilities
Pete Hubbell, Water Resources Associates
David Moore, Executive Director, SWFWMD
Jimmy Brooks, SWFWMD
Mikel Renner, SWFWMD
Brian Armstrong, SWFWMD
Mark Barcelo, SWFWMD
State Senator Charles Dean, Senate District 3
State Representative Ron Schultz, House District 43
Hans Wicker, Citrus County
Al Grubman, TOO FAR, Citrus County
Sophia Diaz-Fonseca, City of Inverness
Troy Kuphal, Marion County Water Resources Director
Guy Marwick, Marion County
McKenzie Smith, Hernando County
Chester Bradshaw, Citrus County
Hans Wicker, Citrus County

**WITHLACOOCHEE REGIONAL PLANNING COUNCIL
BOARD OF DIRECTORS MEETING**

DATE: September 20, 2007
TIME: 7:00 P.M.
PLACE: Withlacoochee Regional Planning Council
1241 S. W. 10th Street
Ocala, FL 34471-0323

MEMBERS PRESENT:

Ken Hinkle, Citrus County Municipal Representative
Vicki Phillips, Citrus County Commissioner
Joyce Valentino, Citrus County Commissioner
Rose Rocco, Hernando County Commissioner
Joe Johnston, III, Hernando County Governor's Appointee
Buddy Selph, Hernando County Governor's Appointee
Steve Holcomb, Levy County Municipal Representative
Danny Stevens, Levy County Commissioner
Wilma Loar, Marion County Municipal Representative
Patricia Gabriel, Marion County Governor's Appointee
Ed Kelly, Marion County Governor's Appointee
Garry Breeden, Sumter County Commissioner
Ed Nowe, Sumter County Governor's Appointee
Doug Sanders for Richard S. Owen, Non-Voting Ex-Officio Member
representing SWFWMD

MEMBERS ABSENT:

Dennis Damato, Citrus County Commissioner
John Thrumston, Citrus County Commissioner
David Pugh, Hernando County Municipal Representative
Jeff Stabins, Hernando County Commissioner
Diane Rowden, Hernando County Commissioner
Chris Kingsley, Hernando County Commissioner
Dave Russell, Hernando County Commissioner
Nancy Bell, Levy County Commissioner
Eugene Trimpert, Levy County Governor's Appointee
Barbara Fitos, Marion County Commissioner
Stan McClain, Marion County Commissioner
James Payton, Marion County Commissioner
Andy Kesselring, Marion County Commissioner
Charlie Stone, Marion County Commissioner
Roslyn Stephens, Marion County Governor's Appointee
Mary Sue Rich, City of Ocala Municipal Representative
Ronald Allen, Sumter County Municipal Representative

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**WITHLACOOCHEE REGIONAL PLANNING COUNCIL
EXECUTIVE COMMITTEE MEETING**

DATE: September 20, 2007
TIME: 5:45 P.M.
PLACE: Withlacoochee Regional Planning Council
1241 S. W. 10th Street
Ocala, FL 34471-0323

MEMBERS PRESENT:

Vicki Phillips, Citrus County Commissioner
Joe Johnston, III, Hernando County Governor's Appointee
Pat Gabriel, Marion County Governor's Appointee

MEMBERS ABSENT:

Danny Stevens, Levy County Commissioner
Charlie Stone, Marion County Commissioner
Ronald Allen, Sumter County Municipal Representative

STAFF PRESENT:

Glenda J. Howell, Office Manager
Michael R. Moehlman, Executive Director

AGENDA ITEM #1 - CALL TO ORDER

The meeting was called to order at 5:55 p.m. by the Chair, Ms. Vicki Phillips.

AGENDA ITEM #2 - ROLL CALL

Ms. Howell called the roll and a quorum was present.

AGENDA ITEM #3 - ADOPTION OF AGENDA

A motion was made by Ms. Gabriel and seconded by Mr. Johnston to adopt the agenda as written. Motion carried unanimously.

MOTION TO ADOPT
AGENDA

AGENDA ITEM #4

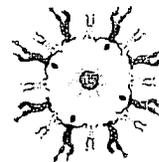
A. Executive Director's Performance Review

Mr. Moehlman handed out a table that he had prepared on Florida RPCs - Executive Director Compensation which included other FL EDs projected 2007

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REL

Hernando County Community Anti-Drug Coalition
6147 Deltona Blvd., Spring Hill, FL 34606
Phone: 352-596-8000 * Fax: 352-596-8002
info@hernandoantidrug.org



Hernando County Community Anti-Drug Coalition

Meeting Minutes

September 26, 2007

Present: Richard Lewis (City of Brooksville), Karen Gidden (HC Health Dept.), Lisa Hammond (BHER Group), Chrissie Parris (The Harbor), Alex Meyer (Chill Smart), Tresa Watson (CENAPS), Sandra Marrero (The Harbor)

Meeting called to order at 3:35 p.m. Upon Tresa's request, participants conducted introductions.

Richard presented a motion to accept minutes from the August meeting with the correction of one misspelled word . So noted, Karen seconded the motion. Motion carried.

Alcohol and Youth Task Force

Tresa stated Chill smart is going smoothly Sandra requested the adults meet for strategic planning of the youth group. She announced that the youth have been receiving prevention education continuously and also wants to make it fun and engaging for youth. Tresa welcomed any feedback from members. Tresa informed the members that Chrissy Parris worked diligently to create and distribute a Family Day flyer to the Hernando County Schools. Tresa received four calls from parents as a result of the flyers. They requested information about Chill Smart. Tresa summarized yesterday's Chill Smart meeting's lesson regarding stages of addiction.

Kiwanis Kids Day was rained out. Tresa mentioned that the event was competing with an event held by United Way at the same time. Nevertheless, Chill Smart was set up and prepared with information and interactive displays. Prior to getting rained out, literature was distributed to families and many participated in the "Spin the Bottle" interactive display. Richard asked if Chill Smart had banners. Sandra stated we did have one used at Kiwanis Kids Day, but it went missing. Richard announced that Coca Cola will assist with creating a banner sometimes. Tresa asked for contact name at Coca Cola. Dudley Hampton, the previous community contact person is no longer at Coca Cola. Tresa will follow up.

Walmart

Tresa announced that a manager from Walmart on SR50 contacted Chill Smart and requested they host a table during their "Safety Month". Chill Smart will display on October 13, 2007 from 9-1 p.m. Chill Smart will bring literature and interactive displays, including Night Vision Goggles, and the Smoking Suzie. Richard stated that Walmart may give a contribution if one is requested. Tresa will ask for a donation. Walmart will do light advertising.

ads for alcohol yet the show is marketed for people of all ages.

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