

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

**AGENDA**

December 19, 2011

7:00 P.M.

- A. **CALL TO ORDER**
- B. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. **COUNCIL MEMBER RECOGNITION**

- 1. **Mayoral Plaque to Frankie Burnett for 2011.**

Presentation:                      City Council

- D. **CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

- 1. **Beautification Board**

- a. **Holiday Lights Decoration Contest**

Recognition of annual decoration contest winners for the best City of Brooksville Residential and Commercial Displays for the 2011 Holiday Season. **[Note: Winners to be announced at meeting.]**

- b. **Certificate of Appreciation for Lou Kavorus**

Certification of Appreciation for over 7 years of volunteer work for the Beautification Board.

- c. **Drawing for Holiday Wreath**

Drawing from all tickets purchased in support of adding new street decorations for the City.

Presentation:                      Board Chair

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

- 2. **Resolution 2011-15 – Vincent Manfredi Retirement**

Consideration of Resolution honoring Vincent Manfredi, who will retire from the Streets Division of the Department of Public Works after more than 12 years of service.

Presentation:                      Mayor

Recommendation:                      Approval of Resolution 2011-15 upon roll-call vote

Attachments:                      Resolution

## REGULAR COUNCIL MEETING – December 19, 2011

### E. CITIZEN INPUT

### F. CONSENT AGENDA

1. **FDEP State Revolving Fund Loan Agreements WW270200 & WW270201**  
Consideration of Amendment 1 to the Agreements adjusting the project costs and reducing the semi-annual loan payments for the Brooksville Major Sewer Rehabilitation/Replacement Phase III project.
2. **Purchase of Recycle Truck**  
Consideration of purchase of recycle truck via a piggyback on the City of Tallahassee for the not-to-exceed amount of \$157,497.
3. **Amendment to CEA Professional Services Agreement**  
Consideration to formalize release of Engineer of Record (CEA) from Southern Hills – Phase 2 Agreement provisions.
4. **Children’s Home Society (CHS) - 3<sup>rd</sup> Floor Rental Waiver**  
Consideration of to waive and suspend the Guaranteed Minimum Rent for the CHS on a pro-rata basis for the actual time they are displaced/dislocated from the third floor to the first floor.

### CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Memo from the Director of Public Works dated 11/29/11, Agreements; 2) Memo from the Director of Public Works dated 12/02/11; Authorization Letter & Quote from Mike Davidson Ford, City of Tallahassee Contract, Photos of Truck and Recycling Body; 3) Memo from City Manager dated 12/12/11; Lease Agreement

### G. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. **Ordinance No. 770-B – Police Officer’s Retirement Trust Fund Amendments**  
Consideration of approval of ordinance amending City of Brooksville Police Officer’s Retirement Trust Fund.  
**[First Reading 12/5/11]**

Presentation:	Police Chief
Recommendation:	Approval of the <b><u>Second Reading</u></b> of Ordinance No. 770-B upon roll-call vote
Attachments:	Memo from Chief of Police dated 12/06/11, Proposed Ordinance

# REGULAR COUNCIL MEETING – December 19, 2011

## H. REGULAR AGENDA

1. **Resolution No. 2011-14 to Florida Department of Transportation (FDOT) – Florida Blueberry Festival**

Consideration of approval of a resolution supporting the Florida Blueberry Festival and closing of SR50/Jefferson Street and US41/Broad Street, with authorization for Police Chief and Mayor to sign FDOT permit application.

Presentation: City Clerk  
Recommendation: Approval of Resolution No. 2011-14 upon roll-call vote  
Attachments: Memo from City Clerk dated 11/04/11, Proposed Resolution, Request for Temporary Closing Special Use of State Road

2. **Resolution No. 2011-16 Flavored Tobacco Products**

Consideration of approval of a resolution urging retailers who sell tobacco products to cease the sale and marketing of all flavored tobacco products.

Presentation: City Clerk  
Recommendation: Approval of Resolution No. 2011-16 upon roll-call vote  
Attachments: Memo from City Clerk dated 12/02/11, Proposed Resolution

3. **Florida League of Cities Action Committees**

Update on procedures for the committees regarding alternate members.

Presentation: City Clerk  
Recommendation: Direction to Staff  
Attachments: Memo from City Clerk dated 12/12/11

4. **Advisory Board Appointments**

Appointment of advisory board members whose terms expire December 31, 2010.

a. **Beautification Board**

Two (2) full-time positions to fill expiring 4-year terms of office through December 31, 2015 and one (1) vacant full time position to fill an unexpired 4-year term of office through December 31, 2011.

James O. Batten  
Tracy Frazier

New Applicant  
Reapplying (Expiring Term)

## REGULAR COUNCIL MEETING – December 19, 2011

b. **Cemetery Advisory Committee**

One (1) full-time position to fill an expiring 4-year term of office through December 31, 2015. Applicants must be a City resident or have a documented tie to the Brooksville Cemetery.

Kathleen Hudak

Reapplying (Expiring Term)

c. **Parks and Recreation Advisory Board**

One (1) Alternate position to fill an expiring 4-year term of office through December 31, 2015.

Kelly Lee Lagedrost

New Applicant

d. **Planning & Zoning Commission**

Three (3) full-time positions and one (1) alternate position to fill expiring 4-year terms of office through December 31, 2015. One (1) vacant alternate position to fill an unexpired 4-year term of office through December 31, 2013. Applicants must be a City resident.

Elmer Korbus

Reapplying (Expiring Term)

Ronald Lawson (Alternate)

Reapplying (Expiring Term)

Louise Taylor

Reapplying (Expiring Term)

John Wanat

Reapplying (Expiring Term)

Presentation:

City Clerk

Recommendation:

Appointment of Board Members

Attachments:

Memo from City Clerk dated 12/19/11; Applications

I. CITIZEN INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

### CORRESPONDENCE TO NOTE

*In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at [www.cityofbrooksville.us](http://www.cityofbrooksville.us).*

*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.*

RESOLUTION NO. 2011-15

A RESOLUTION TO VINCENT MANFREDI, ON THE OCCASION OF HIS RETIREMENT AND IN GRATEFUL APPRECIATION OF HIS OUTSTANDING SERVICE TO THE CITY OF BROOKSVILLE, FLORIDA.

WHEREAS, those who have dedicated their careers to public service are worthy of praise and commendation; and,

WHEREAS, Vincent Manfredi began working for the City of Brooksville's Public Works Department on May 20, 1999, and has faithfully rendered a high quality and dedicated service to the citizens of the City of Brooksville; and,

WHEREAS, having initially been hired as a Worker II in the Streets and Drainage Division and, after various promotions over the course of his service, Vincent Manfredi will be retiring as a Maintenance Technician, which he was promoted to on June 22, 2006; and,

WHEREAS, Vincent Manfredi has faithfully and honorably served his country in the United States Navy as a Vietnam Combat Veteran; and,

WHEREAS, Vincent Manfredi is retiring after more than twelve (12) years of dedicated service to the City of Brooksville to enjoy a well-deserved life of leisure, his wit, humor, and respect as "Cousin Vinnie" will be sorely missed by his coworkers and deeply felt upon his retirement.

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

SECTION 1. That this Resolution is hereby adopted in recognition of more than twelve (12) years of honorable, faithful, and loyal service to the citizens of the City of Brooksville by Vincent Manfredi.

SECTION 2. That this Resolution is adopted to memorialize the great affection and high esteem held by the citizens of the City of Brooksville, its Council Members and employees, and to express their appreciation to Vincent Manfredi.

ADOPTED in regular session this 19<sup>th</sup> day of December, 2011, A.D.

CITY OF BROOKSVILLE

BY: \_\_\_\_\_  
Joseph E. Johnston, III, Mayor

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

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

  
Thomas S. Hogan, Jr., City Attorney

VOTE OF CITY COUNCIL

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Hohn \_\_\_\_\_  
Johnston \_\_\_\_\_



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** THE HONORABLE MAYOR AND CITY COUNCILMEN  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*  
**FROM:** *Richard W. Radacky* RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR  
**SUBJECT:** STATE REVOLVING FUND LOAN AGREEMENT-  
AMENDMENT 1-PROJECT NUMBERS WW270200 and  
WW270201  
**DATE:** NOVEMBER 29, 2011

**GENERAL SUMMARY/BACKGROUND:** The City of Brooksville received two State Revolving Fund Loans and Grants, from the Florida Department of Environmental Protection in Fiscal Year 2010, for sewer rehabilitation, Phase III. The loan amount for both loans and grant totaled \$2,409,827. Project WW270200 was in the amount of \$2,000,000 which includes principal forgiveness (grant), in the amount of \$1,370,200 (Exhibit 1). Project Number WW270201 was in the amount of \$409,827 (Exhibit 2).

The source of the loans and grant was the Federal American Recovery and Reinvestment Act (ARRA) and the Florida Department of Environmental Protection, State Revolving Fund.

The Florida Department of Environmental Protection, Bureau of Water Facilities Funding, has submitted two (2) amendments for City approval to finalize project costs. (Both amendments reduce the semiannual loan payment for the City). The total principal amount loaned to the City for Loan Agreement Number WW270200 is \$632,979.75 which includes accrued capitalized interest of \$3,179.75. The interest rate is 2.3 percent per annum and the annual payment will be \$19,781.06. The loan is for 20 years.

The total principal amount loaned to the City for Loan Agreement Number WW270201 is \$409,331.56 which includes accrued capitalized interest of \$1,555.92. The interest rate is 2.3 percent per annum and the annual payment will be \$13,082.53. This loan is also for 20 years.

The City's Sewer System Rehabilitation was awarded to four (4) contractors and the City's Department of Public Works was, in effect, the general contractor for the project. Each of the contractors specialized in different aspects of sewer system rehabilitation. Each contractor's involvement was dependent on the performance and tasks of others.

Contract bid quantities were originally estimated by City staff. Actual quantities were adjusted in the field as problem areas were identified by videotaping. Each contractor's revenue was based upon work completed, times unit prices set forth by the bid proposal

The City's role as the general contractor was highly successful in that the available funds that would have been paid to the general contractor as profit could be rolled into the project as construction funds. This unique method of contracting was complimented by both State and Federal officials. It should be noted that all the loan and grant funds were expended for the project.

Project accomplishments were as follows:

- A total of 33.9 miles of sewer lines were cleaned and videotaped. (The majority of the entire system).
- Cleanout and service lateral rehabilitation totaled 0.45 miles of pipe replaced.
- 218 cleanouts were installed and/or repaired.
- 34 sewer main-point repairs by excavation were completed.
- 224 inactive and/or capped connections were eliminated from the system.
- 8.2 miles of cured-in-place-pipe liner were installed.
- 101 manholes were rehabilitated (includes 35 manholes that received a resin-based interior lining system).

**B** **BUDGET IMPACT:** The additional work will reduce the long-term operating budgets by reducing infiltration/inflow into the sewer system. The continued work will have a positive impact to keep water and sewer rates at the lowest rate. The forgiveness loan is a grant in the amount of \$1,370,200. Staff has verified the loan amounts and interest as correct.

**L** **LEGAL REVIEW:** The City Council has home-rule authority (Art.VIII, (2), Fla. Constitution and Section 166.011, Fla. Statutes) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 2.IV of the City's Purchasing Policy and the terms of the loan and grant documents, the Council may approve the amendments.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve the grant and loan amendment 1 to loan agreements and authorize the Mayor to sign the agreements (Exhibits 1 and 2) on behalf of the Council.

**ATTACHMENTS:** 1. Amendment 1 to WW270200 Agreement  
2. Amendment 1 to WW207201 Agreement

# Exhibit 1

Amendment 1 to  
WW270200 Agreement

**STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT WW270200  
CITY OF BROOKSVILLE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BROOKSVILLE, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW270200, authorizing a Loan amount of \$2,000,000, which includes \$1,370,200 of Principal Forgiveness, excluding Capitalized Interest; and

WHEREAS, the Project costs need adjustment to reflect actual costs; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment of Project costs and the one Semiannual Loan Payment received by the Department from the Local Government; and

WHEREAS, revised provisions for audit and monitoring are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. The total disbursed Principal Forgiveness amount is \$1,370,200.
2. The total disbursed Loan amount is \$629,800.
3. The total principal amount loaned to the Local Government is \$632,979.75, which consists of \$629,800.00 disbursed to the Local Government and \$3,179.75 of accrued Capitalized Interest.
4. The total amount remaining to repay which amount accounts for the Department's receipt of one semiannual Loan Payment is \$618,851.66, consisting of unpaid principal at a Financing Rate of 2.3 percent per annum (the interest rate is 2.3 percent per annum, and the Grant Allocation Assessment rate is 0 percent per annum).
5. The Semiannual Loan Payment amount, adjusted to account for one repayment received to date, is hereby revised and shall be in the amount of \$19,781.06. Such payments shall be received by the Department on February 15, 2012 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid.
6. Section 2.03 is hereby deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-090	EPA	66.458	Capitalization Grants for State Revolving Funds	\$409,827	140131

(2) Audits.

(a) In the event that the Local Government expends \$500,000 or more in Federal awards in its fiscal year, the Local Government must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Local Government expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$500,000 threshold has not been met. In the event that the Local Government expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov/index?cck=1&au=&cck=](http://www.cfda.gov/index?cck=1&au=&cck=).

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

- (ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, **must be** submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- (iii) Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Local Government shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

- (4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall

cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Local Government is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Local Government shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor.

The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

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7. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

8. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	DISBURSED (\$)
Construction and Demolition	<u>2,000,000.00</u>
SUBTOTAL (Disbursed Amount)	2,000,000.00
Principal Forgiveness	<u>(1,370,200.00)</u>
SUBTOTAL (Loan Amount)	629,800.00
Capitalized Interest	<u>3,179.75</u>
TOTAL (Loan Principal Amount)	632,979.75

9. The Project-specific audit required under Subsection 2.03(4) of the Agreement shall be submitted within twelve months after the effective date of this amendment.

10. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement WW270200 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Deputy Director, and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Deputy Director.

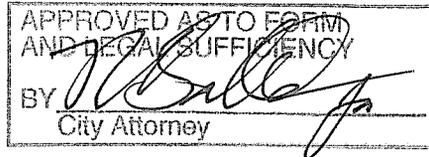
for  
**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Mayor

Attest

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

SEAL



for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

\_\_\_\_\_  
Date

Calculation of Semiannual Payment for Remaining Years

Sponsor: Brooksville  
 Beginning of Repayment Period: 02/15/2011

Funding Number: 270200  
 Payments Remaining: 39

Original Loan Combined Rate: 2.3

Date	Balance Forward	Disbursement Or Serv. Fee	Comb. Int At 02/15/2012	Total Owed At 02/15/2012	Present Value* At 08/15/2011	Payment Amount
08/15/2011	618,851.66	0.00	7,116.79	625,968.45		
Totals:				625,968.45	618,851.66	19,781.06
Totals:				625,968.45	618,851.66	19,781.06

\*Present value is the total owed divided by  $(1 + (\text{Combined interest rate})/2)$   
 The Payment Amount is computed using the present value.

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville      Funding Number: 270200

Original Loan	Interest: 2.3	GAA Rate: 0	Serv. Fee		Grt. All. Assmt.	Principal Paid	Total to Pay*
Date	Pmt. No.	Payment	Paid	Interest	Interest		
02/15/2011		0.00	0.00	0.00	0.00	0.00	632,979.75
08/15/2011	1	20,055.00	0.00	0.00	5,926.91	14,128.09	618,851.66
02/15/2012	2	19,781.06	0.00	0.00	7,116.79	12,664.27	606,187.39
08/15/2012	3	19,781.06	0.00	0.00	6,971.15	12,809.91	593,377.48
02/15/2013	4	19,781.06	0.00	0.00	6,823.84	12,957.22	580,420.26
08/15/2013	5	19,781.06	0.00	0.00	6,674.83	13,106.23	567,314.03
02/15/2014	6	19,781.06	0.00	0.00	6,524.11	13,256.95	554,057.08
08/15/2014	7	19,781.06	0.00	0.00	6,371.66	13,409.40	540,647.68
02/15/2015	8	19,781.06	0.00	0.00	6,217.45	13,563.61	527,084.07
08/15/2015	9	19,781.06	0.00	0.00	6,061.47	13,719.59	513,364.48
02/15/2016	10	19,781.06	0.00	0.00	5,903.69	13,877.37	499,487.11
08/15/2016	11	19,781.06	0.00	0.00	5,744.10	14,036.96	485,450.15
02/15/2017	12	19,781.06	0.00	0.00	5,582.68	14,198.38	471,251.77
08/15/2017	13	19,781.06	0.00	0.00	5,419.40	14,361.66	456,890.11
02/15/2018	14	19,781.06	0.00	0.00	5,254.24	14,526.82	442,363.29

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270200

Original Loan		Interest: 2.3	GAA Rate: 0						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*	
08/15/2018	15	19,781.06	0.00	0.00	5,087.18	0.00	14,693.88	427,669.41	
02/15/2019	16	19,781.06	0.00	0.00	4,918.20	0.00	14,862.86	412,806.55	
08/15/2019	17	19,781.06	0.00	0.00	4,747.28	0.00	15,033.78	397,772.77	
02/15/2020	18	19,781.06	0.00	0.00	4,574.39	0.00	15,206.67	382,566.10	
08/15/2020	19	19,781.06	0.00	0.00	4,399.51	0.00	15,381.55	367,184.55	
02/15/2021	20	19,781.06	0.00	0.00	4,222.62	0.00	15,558.44	351,626.11	
08/15/2021	21	19,781.06	0.00	0.00	4,043.70	0.00	15,737.36	335,888.75	
02/15/2022	22	19,781.06	0.00	0.00	3,862.72	0.00	15,918.34	319,970.41	
08/15/2022	23	19,781.06	0.00	0.00	3,679.66	0.00	16,101.40	303,869.01	
02/15/2023	24	19,781.06	0.00	0.00	3,494.49	0.00	16,286.57	287,582.44	
08/15/2023	25	19,781.06	0.00	0.00	3,307.20	0.00	16,473.86	271,108.58	
02/15/2024	26	19,781.06	0.00	0.00	3,117.75	0.00	16,663.31	254,445.27	
08/15/2024	27	19,781.06	0.00	0.00	2,926.12	0.00	16,854.94	237,590.33	
02/15/2025	28	19,781.06	0.00	0.00	2,732.29	0.00	17,048.77	220,541.56	
08/15/2025	29	19,781.06	0.00	0.00	2,536.23	0.00	17,244.83	203,296.73	

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270200

Original Loan		Interest: 2.3		GAA Rate: 0						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*		
02/15/2026	30	19,781.06	0.00	0.00	2,337.91	0.00	17,443.15	185,853.58		
08/15/2026	31	19,781.06	0.00	0.00	2,137.32	0.00	17,643.74	168,209.84		
02/15/2027	32	19,781.06	0.00	0.00	1,934.41	0.00	17,846.65	150,363.19		
08/15/2027	33	19,781.06	0.00	0.00	1,729.18	0.00	18,051.88	132,311.31		
02/15/2028	34	19,781.06	0.00	0.00	1,521.58	0.00	18,259.48	114,051.83		
08/15/2028	35	19,781.06	0.00	0.00	1,311.60	0.00	18,469.46	95,582.37		
02/15/2029	36	19,781.06	0.00	0.00	1,099.20	0.00	18,681.86	76,900.51		
08/15/2029	37	19,781.06	0.00	0.00	884.36	0.00	18,896.70	58,003.81		
02/15/2030	38	19,781.06	0.00	0.00	667.04	0.00	19,114.02	38,889.79		
08/15/2030	39	19,781.06	0.00	0.00	447.23	0.00	19,333.83	19,555.96		
02/15/2031	40	19,780.85	0.00	0.00	224.89	0.00	19,555.96	0.00		
<b>Subtotals:</b>		791,516.13	0.00	0.00	158,536.38	0.00	632,979.75			

\*Total to pay may reflect activity during repayment term

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270200

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
02/15/2011		0.00	0.00	0.00	0.00	0.00	0.00	632,979.75
08/15/2011	1	20,055.00	0.00	0.00	5,926.91	0.00	14,128.09	618,851.66
02/15/2012	2	19,781.06	0.00	0.00	7,116.79	0.00	12,664.27	606,187.39
08/15/2012	3	19,781.06	0.00	0.00	6,971.15	0.00	12,809.91	593,377.48
02/15/2013	4	19,781.06	0.00	0.00	6,823.84	0.00	12,957.22	580,420.26
08/15/2013	5	19,781.06	0.00	0.00	6,674.83	0.00	13,106.23	567,314.03
02/15/2014	6	19,781.06	0.00	0.00	6,524.11	0.00	13,256.95	554,057.08
08/15/2014	7	19,781.06	0.00	0.00	6,371.66	0.00	13,409.40	540,647.68
02/15/2015	8	19,781.06	0.00	0.00	6,217.45	0.00	13,563.61	527,084.07
08/15/2015	9	19,781.06	0.00	0.00	6,061.47	0.00	13,719.59	513,364.48
02/15/2016	10	19,781.06	0.00	0.00	5,903.69	0.00	13,877.37	499,487.11
08/15/2016	11	19,781.06	0.00	0.00	5,744.10	0.00	14,036.96	485,450.15
02/15/2017	12	19,781.06	0.00	0.00	5,582.68	0.00	14,198.38	471,251.77
08/15/2017	13	19,781.06	0.00	0.00	5,419.40	0.00	14,361.66	456,890.11
02/15/2018	14	19,781.06	0.00	0.00	5,254.24	0.00	14,526.82	442,363.29

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270200

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2018	15	19,781.06	0.00	0.00	5,087.18	0.00	14,693.88	427,669.41
02/15/2019	16	19,781.06	0.00	0.00	4,918.20	0.00	14,862.86	412,806.55
08/15/2019	17	19,781.06	0.00	0.00	4,747.28	0.00	15,033.78	397,772.77
02/15/2020	18	19,781.06	0.00	0.00	4,574.39	0.00	15,206.67	382,566.10
08/15/2020	19	19,781.06	0.00	0.00	4,399.51	0.00	15,381.55	367,184.55
02/15/2021	20	19,781.06	0.00	0.00	4,222.62	0.00	15,558.44	351,626.11
08/15/2021	21	19,781.06	0.00	0.00	4,043.70	0.00	15,737.36	335,888.75
02/15/2022	22	19,781.06	0.00	0.00	3,862.72	0.00	15,918.34	319,970.41
08/15/2022	23	19,781.06	0.00	0.00	3,679.66	0.00	16,101.40	303,869.01
02/15/2023	24	19,781.06	0.00	0.00	3,494.49	0.00	16,286.57	287,582.44
08/15/2023	25	19,781.06	0.00	0.00	3,307.20	0.00	16,473.86	271,108.58
02/15/2024	26	19,781.06	0.00	0.00	3,117.75	0.00	16,663.31	254,445.27
08/15/2024	27	19,781.06	0.00	0.00	2,926.12	0.00	16,854.94	237,590.33
02/15/2025	28	19,781.06	0.00	0.00	2,732.29	0.00	17,048.77	220,541.56
08/15/2025	29	19,781.06	0.00	0.00	2,536.23	0.00	17,244.83	203,296.73

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270200

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
02/15/2026	30	19,781.06	0.00	0.00	2,337.91	0.00	17,443.15	185,853.58
08/15/2026	31	19,781.06	0.00	0.00	2,137.32	0.00	17,643.74	168,209.84
02/15/2027	32	19,781.06	0.00	0.00	1,934.41	0.00	17,846.65	150,363.19
08/15/2027	33	19,781.06	0.00	0.00	1,729.18	0.00	18,051.88	132,311.31
02/15/2028	34	19,781.06	0.00	0.00	1,521.58	0.00	18,259.48	114,051.83
08/15/2028	35	19,781.06	0.00	0.00	1,311.60	0.00	18,469.46	95,582.37
02/15/2029	36	19,781.06	0.00	0.00	1,099.20	0.00	18,681.86	76,900.51
08/15/2029	37	19,781.06	0.00	0.00	884.36	0.00	18,896.70	58,003.81
02/15/2030	38	19,781.06	0.00	0.00	667.04	0.00	19,114.02	38,889.79
08/15/2030	39	19,781.06	0.00	0.00	447.23	0.00	19,333.83	19,555.96
02/15/2031	40	19,780.85	0.00	0.00	224.89	0.00	19,555.96	0.00
Totals:		791,516.13	0.00	0.00	158,536.38	0.00	632,979.75	

\*Total to pay may reflect activity during repayment term

# Exhibit 2

Amendment 1 to  
WW270201 Agreement

**STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT WW270201  
CITY OF BROOKSVILLE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BROOKSVILLE, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW270201, authorizing a Loan amount of \$409,827, excluding Capitalized Interest; and

WHEREAS, the Project costs need adjustment to reflect actual costs; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment of Project costs and the one Semiannual Loan Payment received by the Department from the Local Government.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan Service Fee for this Loan is \$8,197, which represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$409,827. The Loan Service Fee was assessed as of the effective date of November 10, 2011.
2. The total amount to repay by the Local Government is \$419,579.92, which consists of \$409,827.00 disbursed to the Local Government, \$1,555.92 of accrued Capitalized Interest and \$8,197.00 of service fee charges.
3. The total amount remaining to repay which amount accounts for the Department's receipt of one semiannual Loan Payment is \$409,331.56, consisting of unpaid principal of the Loan of \$401,134.56 and an unpaid service fee charge of \$8,197.00, both at a Financing Rate of 2.3 percent per annum (the interest rate is 2.3 percent per annum, and the Grant Allocation Assessment rate is 0 percent per annum).
4. The Semiannual Loan Payment amount, adjusted to account for one repayment received to date, is hereby revised and shall be in the amount of \$13,082.53. Such payments shall be received by the Department on February 15, 2012 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid.
5. Section 2.03 is hereby deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-090	EPA	66.458	Capitalization Grants for State Revolving Funds	\$409,827	140131

(2) Audits.

(a) In the event that the Local Government expends \$500,000 or more in Federal awards in its fiscal year, the Local Government must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Local Government expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$500,000 threshold has not been met. In the event that the Local Government expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov/index?cck=1&au=&cck=](http://www.cfda.gov/index?cck=1&au=&cck=).

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

- (ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, **must be** submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- (iii) Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Local Government shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

#### (4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan

Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Local Government is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Local Government shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor.

The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

6. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

7. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	DISBURSED (\$)
Allowance	5,012.00
Construction and Demolition	184,517.00
Technical Services During Construction	220,298.00
SUBTOTAL (Total Disbursed)	409,827.00
Capitalized Interest	1,555.92
TOTAL (Loan Principal Amount)	411,382.92

8. The Project-specific audit required under Subsection 2.03(4) of the Agreement shall be submitted within twelve months after the effective date of this amendment.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement WW270201 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Deputy Director, and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Deputy Director.

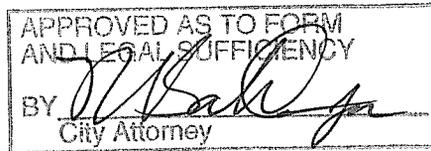
for  
**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Mayor

Attest

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

SEAL



for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

\_\_\_\_\_  
Date

Calculation of Semiannual Payment for Remaining Years

Sponsor: Brooksville  
 Beginning of Repayment Period: 02/15/2011

Funding Number: 270201  
 Payments Remaining: 39

Original Loan Combined Rate: 2.3

Date	Balance Forward	Disbursement Or Serv. Fee	Comb. Int At 02/15/2012	Total Owed At 02/15/2012	Present Value* At 08/15/2011	Payment Amount
08/15/2011	401,134.56	0.00	4,613.05	405,747.61		
11/10/2011	0.00	8,197.00	50.10	8,247.10		
Totals:				413,994.71	409,287.90	13,082.53
Totals:				413,994.71	409,287.90	13,082.53

\*Present value is the total owed divided by  $(1 + (\text{Combined interest rate})/2)$   
 The Payment Amount is computed using the present value.

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville  
 Funding Number: 270201

Original Loan	Interest: 2.3	GAA Rate: 0							
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*	
02/15/2011		0.00	0.00	0.00	0.00	0.00	0.00	411,382.92	
08/15/2011	1	13,307.00	0.00	0.00	3,058.64	0.00	10,248.36	401,134.56	
02/15/2012	2	13,082.53	8,197.00	50.10	4,613.05	0.00	222.38	400,912.18	
08/15/2012	3	13,082.53	0.00	0.00	4,610.49	0.00	8,472.04	392,440.14	
02/15/2013	4	13,082.53	0.00	0.00	4,513.06	0.00	8,569.47	383,870.67	
08/15/2013	5	13,082.53	0.00	0.00	4,414.51	0.00	8,668.02	375,202.65	
02/15/2014	6	13,082.53	0.00	0.00	4,314.83	0.00	8,767.70	366,434.95	
08/15/2014	7	13,082.53	0.00	0.00	4,214.00	0.00	8,868.53	357,566.42	
02/15/2015	8	13,082.53	0.00	0.00	4,112.01	0.00	8,970.52	348,595.90	
08/15/2015	9	13,082.53	0.00	0.00	4,008.85	0.00	9,073.68	339,522.22	
02/15/2016	10	13,082.53	0.00	0.00	3,904.51	0.00	9,178.02	330,344.20	
08/15/2016	11	13,082.53	0.00	0.00	3,798.96	0.00	9,283.57	321,060.63	
02/15/2017	12	13,082.53	0.00	0.00	3,692.20	0.00	9,390.33	311,670.30	
08/15/2017	13	13,082.53	0.00	0.00	3,584.21	0.00	9,498.32	302,171.98	
02/15/2018	14	13,082.53	0.00	0.00	3,474.98	0.00	9,607.55	292,564.43	

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270201

Original Loan		Interest: 2.3	GAA Rate: 0						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*	
08/15/2018	15	13,082.53	0.00	0.00	3,364.49	0.00	9,718.04	282,846.39	
02/15/2019	16	13,082.53	0.00	0.00	3,252.73	0.00	9,829.80	273,016.59	
08/15/2019	17	13,082.53	0.00	0.00	3,139.69	0.00	9,942.84	263,073.75	
02/15/2020	18	13,082.53	0.00	0.00	3,025.35	0.00	10,057.18	253,016.57	
08/15/2020	19	13,082.53	0.00	0.00	2,909.69	0.00	10,172.84	242,843.73	
02/15/2021	20	13,082.53	0.00	0.00	2,792.70	0.00	10,289.83	232,553.90	
08/15/2021	21	13,082.53	0.00	0.00	2,674.37	0.00	10,408.16	222,145.74	
02/15/2022	22	13,082.53	0.00	0.00	2,554.68	0.00	10,527.85	211,617.89	
08/15/2022	23	13,082.53	0.00	0.00	2,433.61	0.00	10,648.92	200,968.97	
02/15/2023	24	13,082.53	0.00	0.00	2,311.14	0.00	10,771.39	190,197.58	
08/15/2023	25	13,082.53	0.00	0.00	2,187.27	0.00	10,895.26	179,302.32	
02/15/2024	26	13,082.53	0.00	0.00	2,061.98	0.00	11,020.55	168,281.77	
08/15/2024	27	13,082.53	0.00	0.00	1,935.24	0.00	11,147.29	157,134.48	
02/15/2025	28	13,082.53	0.00	0.00	1,807.05	0.00	11,275.48	145,859.00	
08/15/2025	29	13,082.53	0.00	0.00	1,677.38	0.00	11,405.15	134,453.85	

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270201

Original Loan	Interest: 2.3	GAA Rate: 0						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
02/15/2026	30	13,082.53	0.00	0.00	1,546.22	0.00	11,536.31	122,917.54
08/15/2026	31	13,082.53	0.00	0.00	1,413.55	0.00	11,668.98	111,248.56
02/15/2027	32	13,082.53	0.00	0.00	1,279.36	0.00	11,803.17	99,445.39
08/15/2027	33	13,082.53	0.00	0.00	1,143.62	0.00	11,938.91	87,506.48
02/15/2028	34	13,082.53	0.00	0.00	1,006.32	0.00	12,076.21	75,430.27
08/15/2028	35	13,082.53	0.00	0.00	867.45	0.00	12,215.08	63,215.19
02/15/2029	36	13,082.53	0.00	0.00	726.97	0.00	12,355.56	50,859.63
08/15/2029	37	13,082.53	0.00	0.00	584.89	0.00	12,497.64	38,361.99
02/15/2030	38	13,082.53	0.00	0.00	441.16	0.00	12,641.37	25,720.62
08/15/2030	39	13,082.53	0.00	0.00	295.79	0.00	12,786.74	12,933.88
02/15/2031	40	13,082.62	0.00	0.00	148.74	0.00	12,933.88	0.00
Subtotals:		523,525.76	8,197.00	50.10	103,895.74	0.00	411,382.92	
*Total to pay may reflect activity during repayment term								

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270201

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
02/15/2011		0.00	0.00	0.00	0.00	0.00	0.00	411,382.92
08/15/2011	1	13,307.00	0.00	0.00	3,058.64	0.00	10,248.36	401,134.56
02/15/2012	2	13,082.53	8,197.00	50.10	4,613.05	0.00	222.38	400,912.18
08/15/2012	3	13,082.53	0.00	0.00	4,610.49	0.00	8,472.04	392,440.14
02/15/2013	4	13,082.53	0.00	0.00	4,513.06	0.00	8,569.47	383,870.67
08/15/2013	5	13,082.53	0.00	0.00	4,414.51	0.00	8,668.02	375,202.65
02/15/2014	6	13,082.53	0.00	0.00	4,314.83	0.00	8,767.70	366,434.95
08/15/2014	7	13,082.53	0.00	0.00	4,214.00	0.00	8,868.53	357,566.42
02/15/2015	8	13,082.53	0.00	0.00	4,112.01	0.00	8,970.52	348,595.90
08/15/2015	9	13,082.53	0.00	0.00	4,008.85	0.00	9,073.68	339,522.22
02/15/2016	10	13,082.53	0.00	0.00	3,904.51	0.00	9,178.02	330,344.20
08/15/2016	11	13,082.53	0.00	0.00	3,798.96	0.00	9,283.57	321,060.63
02/15/2017	12	13,082.53	0.00	0.00	3,692.20	0.00	9,390.33	311,670.30
08/15/2017	13	13,082.53	0.00	0.00	3,584.21	0.00	9,498.32	302,171.98
02/15/2018	14	13,082.53	0.00	0.00	3,474.98	0.00	9,607.55	292,564.43

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270201

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2018	15	13,082.53	0.00	0.00	3,364.49	0.00	9,718.04	282,846.39
02/15/2019	16	13,082.53	0.00	0.00	3,252.73	0.00	9,829.80	273,016.59
08/15/2019	17	13,082.53	0.00	0.00	3,139.69	0.00	9,942.84	263,073.75
02/15/2020	18	13,082.53	0.00	0.00	3,025.35	0.00	10,057.18	253,016.57
08/15/2020	19	13,082.53	0.00	0.00	2,909.69	0.00	10,172.84	242,843.73
02/15/2021	20	13,082.53	0.00	0.00	2,792.70	0.00	10,289.83	232,553.90
08/15/2021	21	13,082.53	0.00	0.00	2,674.37	0.00	10,408.16	222,145.74
02/15/2022	22	13,082.53	0.00	0.00	2,554.68	0.00	10,527.85	211,617.89
08/15/2022	23	13,082.53	0.00	0.00	2,433.61	0.00	10,648.92	200,968.97
02/15/2023	24	13,082.53	0.00	0.00	2,311.14	0.00	10,771.39	190,197.58
08/15/2023	25	13,082.53	0.00	0.00	2,187.27	0.00	10,895.26	179,302.32
02/15/2024	26	13,082.53	0.00	0.00	2,061.98	0.00	11,020.55	168,281.77
08/15/2024	27	13,082.53	0.00	0.00	1,935.24	0.00	11,147.29	157,134.48
02/15/2025	28	13,082.53	0.00	0.00	1,807.05	0.00	11,275.48	145,859.00
08/15/2025	29	13,082.53	0.00	0.00	1,677.38	0.00	11,405.15	134,453.85

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Brooksville

Funding Number: 270201

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
02/15/2026	30	13,082.53	0.00	0.00	1,546.22	0.00	11,536.31	122,917.54
08/15/2026	31	13,082.53	0.00	0.00	1,413.55	0.00	11,668.98	111,248.56
02/15/2027	32	13,082.53	0.00	0.00	1,279.36	0.00	11,803.17	99,445.39
08/15/2027	33	13,082.53	0.00	0.00	1,143.62	0.00	11,938.91	87,506.48
02/15/2028	34	13,082.53	0.00	0.00	1,006.32	0.00	12,076.21	75,430.27
08/15/2028	35	13,082.53	0.00	0.00	867.45	0.00	12,215.08	63,215.19
02/15/2029	36	13,082.53	0.00	0.00	726.97	0.00	12,355.56	50,859.63
08/15/2029	37	13,082.53	0.00	0.00	584.89	0.00	12,497.64	38,361.99
02/15/2030	38	13,082.53	0.00	0.00	441.16	0.00	12,641.37	25,720.62
08/15/2030	39	13,082.53	0.00	0.00	295.79	0.00	12,786.74	12,933.88
02/15/2031	40	13,082.62	0.00	0.00	148.74	0.00	12,933.88	0.00
<b>Totals:</b>		523,525.76	8,197.00	50.10	103,895.74	0.00	411,382.92	

\*Total to pay may reflect activity during repayment term



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** THE HONORABLE MAYOR AND CITY COUNCILMEN  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*  
**FROM:** RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR *[Signature]*  
**SUBJECT:** RECYCLING TRUCK PURCHASE

**DATE:** DECEMBER 2, 2011

**GENERAL SUMMARY/BACKGROUND:** The Sanitation Division of the Public Works Department is requesting approval to purchase a new recycling truck with a 35 cubic-yard body. The truck will be used to collect recyclables within the City. The body will be equipped with individual compartments which will allow improvements to the recycling program and better serve the public. Staff has searched for used recycling equipment and trailers for some time but has been unsuccessful in finding a suitable purchase.

Staff is recommending purchase of a new Ford F-750 Truck with a Kann Body. Purchase is recommended from the City of Tallahassee Bid. The Ford Truck and Kann Body would be purchased from Mike Davidson Ford, in Jacksonville, for a not-to-exceed amount of \$157,497. Piggybacking on the City of Tallahassee contract will save the City approximately \$1,500 compared to other bids available and researched by staff.

*[Handwritten initials]* **BUDGET IMPACT:** The City Council approved \$175,000 in the Fiscal Year 2012 Budget for the purchase of a new recycling truck and body. Account Number 403-000-166-19037 would be the funding source.

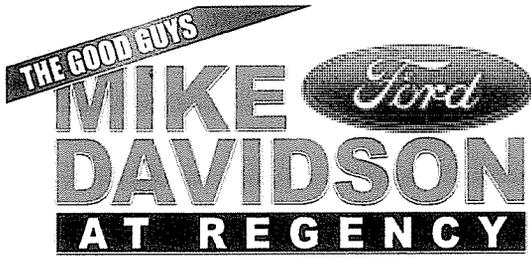
*[Handwritten initials]* **LEGAL NOTE:** The City Council has home-rule authority (Article VII, (2), Florida Constitution/Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent the Council authorizes otherwise by ordinance. Pursuant to Section 2-304, (a), (1) and (2), of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

**STAFF RECOMMENDATION:** The Public Works Department recommends that the City Council approve the purchase of a new Ford F-750 Truck with a 35 cubic-yard Kann Body by piggybacking on the City of Tallahassee Bid, in the amount of \$157,497.

- ATTACHMENTS:**
1. Authorization Letter from Mike Davidson Ford
  2. Quote from Mike Davidson Ford
  3. City of Tallahassee Contract Authorizing Piggyback
  4. Picture of F750 Ford Truck
  5. Picture of KANN Recycling Body

# Attachment 1

Authorization Letter from  
Mike Davidson Ford



Mr. Michael McQuown  
City of Brooksville

Mr. McQuown,

By means of this letter, the City of Brooksville is authorized to purchase a Ford F Series medium duty truck with a KAAN 35 Yard Up and Over Recycling body through the City of Tallahassee vehicle contract number 2518.

If you have any questions pertaining to this letter, please feel free to contact me at (904) 725-3060, extension 1245. I am also available to attend your city's council meeting to answer any questions they may have as well.

Sincerely,

John Rossodivito  
Commercial Sales Manager  
Mike Davidson Ford  
jr@mikedavidson.com

# Attachment 2

Quote from  
Mike Davidson Ford



**Mike Davidson Ford**  
Home of "The Good Guys"

November 8, 2011

9650 Atlantic Boulevard  
Jacksonville, FL 32225  
Phone 904 725 3060 x1277  
Fax: 904 723-6122

CITY OF BROOKSVILLE  
Mr. Michael McQuown

**CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE**

**AMOUNT**

**Contract Specification Number**

**MDF-13**

F750 35,000 GVW Cab & Chassis

\$ 57,573.00

2002 - Hotshift PTO

\$ 2,165.00

2005 - Allison 3500RDS Transmission, 6 speed

\$ 120.00

193" CA

\$ 1,220.00

Monroe Stand Up Right Hand Drive Conversion

\$ 17,995.00

KAAN 35 Yard and Over Recycling Body

\$ 77,895.00

Speical Paint - Customer to submit paint code

\$ 2,044.00

**Subtotal**

\$ **159,012.00**

State Fee Credit

\$ (1,590.00)

Tallahassee Fee

\$ 75.00

Total

\$ 157,497.00

OPTIONAL EXTENDED SERVICE CONTRACT 4/150,000 DIESEL: \$2738.00

\$ 157,497.00

Customers Approval for above work: \_\_\_\_\_

Make all checks payable to Mike Davidson Ford. If you have any questions concerning this invoice, contact Brian Edenfield at (904) 725-3060 x 1247 or [bedenfield@mikedavidson.com](mailto:bedenfield@mikedavidson.com)

**TOTAL \$ 157,497.00**

# Attachment 3

City of Tallahassee Contract  
Authorizing Piggyback

**CONTRACT**

No. 2518

THIS CONTRACT is executed this 7<sup>th</sup> day of November 2011 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **DAVIDSON FORD LTD, dba MIKE DAVIDSON FORD**, hereinafter called the "Contractor",

**WITNESSETH:**

WHEREAS, the City issued RFP No. 0020-11-KR-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for light duty vehicles, including associated accessories or equipment; and,

WHEREAS, on March 22, 2011, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of light-duty vehicles, including associated accessories or equipment, all as more particularly set forth in this Contract; provided, however, that nothing in this contract shall prevent the City from leasing or purchasing such vehicles from another dealer or manufacturer if in the City's opinion it is in their best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

**SECTION 1.0 Purchase of Vehicles.**

- 1.1 Contractor shall provide such light duty vehicles, including associated accessories or equipment ("Vehicles"), as the City may order from time to time. All Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in this Contract. All Vehicles shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. If so requested by the City, Contractor shall install associated accessories or equipment or shall cause the manufacturer of associated accessories or equipment to install or mount the same.

**1.1.1 The Contractor and the City Fleet Management Division ("FMD") may schedule the following meetings with respect to each order received from the City.**

- (i) A pre-production meeting to completely review the Vehicle specifications prior to commencing assembly or production. At the discretion of the City, this meeting will be held by conference call or on site at either FMD or the Contractor's facilities.**
- (ii) A second meeting, if required by the City, will be held either by conference call or on site at FMD or the Contractor's facilities, as determined by the City.**
- (iii) A final review and inspection when each Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle, including all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the Contractor's facilities. The contractor shall be responsible for all accessories and equipment installed or provided by the Contractor or the manufacturer under this Contract; however, the Contractor will not be responsible for any accessories or equipment that is provided or installed by other contractors at the direction of the City.**

**The Contractor shall coordinate arrangements for these meetings with FMD staff at least three weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.**

**1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to particular Vehicles. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:**

- (i) The specific changes to be made;**
- (ii) Changes, if any, in the time for delivery of each completed Vehicle; and,**

- (iii) Changes in the price of each completed vehicle and associated accessories or equipment.

## **SECTION 2.0 PURCHASE OF PARTS.**

2.1 The Contractor shall provide such parts for all Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to FMD facilities on the next business day from placement of the order. Orders received by Contractor after 4:00 p.m. (ET) will be considered as being received on the following business day. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 11.1; provided, however, the Contractor, in such event, shall promptly notify the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

## **SECTION 3.0 TERM.**

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

## **SECTION 4.0 CONTRACT PRICING AND PAYMENT.**

### **4.1 Vehicles.**

4.1.1 During the Term, the City shall pay the Contractor for each Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

- (i) for the current model year, the initial prices as set forth in the Proposal; or
- (ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer, but the City reserves the right to purchase

from any other manufacturer/dealer at its option if in the opinion of the City the manufacturer raised prices above industrial standards.

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The lowest price shall be based on the total price for each Vehicle, including accessories, equipment or components such as bodies. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories, including OEM parts, at Contractor's cost plus 10%. The City shall also pay applicable freight charges. The City shall also pay applicable freight charges. The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. Not later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other governmental customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of this Contract, the City will either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with any returned parts.

4.3 Payment.

- 4.3.1 Vehicle prices shall be F.O.B. FMD facilities.
- 4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.
- 4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

## **SECTION 5.0 DELIVERY AND ACCEPTANCE**

- 5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver, all Vehicles in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery of each Vehicle is of the essence of this Contract, that the City will suffer damages in the event of a failure to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of each Vehicle ordered by the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event that there is an adjustment to the delivery schedule the City will be notified in writing.
- 5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Vehicle, including associated accessories or equipment installed by the Contractor, prior to delivery and shall demonstrate, to the satisfaction of the City, that each delivered Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, and all representations of the manufacture. The delivery schedules shall be agreed upon at the first pre-construction meeting, but is subject to change and the City will be notified as of why the adjustment is necessary. If the change is not agreeable to the City, it can cancel the order without penalty or liability of any kind to the Contractor. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Vehicle until it is delivered to the City at its specified location.
- 5.3 Delivery of a Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within seven (7) days following delivery, the City shall notify the Contractor, in writing, or by verifiable email of either its final acceptance of each Vehicle or the failure of such Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its

receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the affected Vehicle. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

- 5.4 With each Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:
- (i) one (1) copy of the associated technical and service manuals, per model; DVD preferred; and
  - (ii) a copy of the manufacturer's preventive maintenance schedule; and,
  - (iii) the manufacturer's statement of origin, title application, and all warranty documents.
- 5.5 All Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

## **SECTION 6.0 INDEMNIFICATION.**

- 6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle, associated accessories or equipment, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the

same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

## **SECTION 7.0 INSURANCE.**

7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Damage
- (vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos

(iii) **Hired Autos**

- (c) **Workers' Compensation and Employers'/Umbrella Liability Insurance** - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

**7.1.2 Other Insurance Provisions**

(a) **Commercial General Liability and Automobile Liability Coverage**

- (i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (ii). The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) **Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) **All Coverage**

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

**7.1.3 Deductibles and Self-Insured Retention's**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

**7.1.4. Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

**7.1.5. Verification of Coverage**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

## **SECTION 8.0 TERMINATION.**

- 8.1 In addition to other such rights set forth in this Agreement, the City or the Contractor can terminate this Contract if the other party fails to comply with any of the terms or conditions of this Contract or defaults in performance of any of its obligations under this Contract and fails, within thirty (30) calendar days after written notice from the non-defaulting party, to correct such default or noncompliance.
- 8.2 Provided there are no pending orders for Vehicles that have not been either accepted or rejected by the City, the City or the Contractor may, by written notice to the other party, terminate this Contract. In the event of such termination, the City shall pay the Contractor for all Vehicles accepted by the City as of the effective date of the termination.

## **SECTION 9.0 WARRANTY AND MAINTENANCE.**

- 9.1 Each Vehicle shall be warranted as set forth in the Proposal and the individual warranty documents delivered with each Vehicle.
- 9.2 Through the manufacturer, the Contractor will make available to the City, at any time during the first twelve months after each Vehicle has been placed into service, the option to purchase an extended warranty for such Vehicle at the Contractor's cost of such warranty from the manufacturer.
- 9.3 The Contractor shall provide training as provided in the Proposal. Although the City will have the capability and expertise to repair each Vehicle under warranty, the City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully-loaded costs for personnel performing such work and all required parts and materials. At the request of the Contractor, the City will provide documentation of such costs.
- 9.4 The Contractor, at the option of the City, will place at least one equipment technician, provided by the Contractor, at FMD facilities. The technician will be approved by the City's Superintendent, Fleet Management ("Superintendent"). This technician shall facilitate and expedite both warranty-related work, provided the

manufacturer authorizes the Contractor to perform of such work at FMD facilities, and general repairs, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-Warranty repairs performed by the Contractor's technician at the City's direction will be billed to the City at the Contractor's actual cost plus 20%; provided, however, that at no time shall that total cost exceed \$57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignments to the technician; however, warranty and non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness or training to keep skills updated.

#### **SECTION 10.0 MISCELLANEOUS PROVISIONS.**

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows: (Email notification is OK)

Mike Davidson Ford  
9650 Atlantic Blvd.  
Jacksonville, Fl. 32225  
Attn: John Rossodivito

and to the City as follows:

City of Tallahassee  
Fleet Management Division

400 Dupree Street  
Tallahassee, Florida 32304  
Attn: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.
- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without

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regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

- 10.10 The Contractor shall make Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms shall not include Section 4.2, Section 9.2, or Section 9.4. Should any such entity purchase a Vehicle on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of \$75.00 per Vehicle. If such credit is not used within 6 months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.
- 10.11 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.
- 10.12 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties. Should any provision of this Agreement directly conflict with a provision of the RFP or the Proposal, the provision of this Agreement shall control.
- 10.13 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

**CITY OF TALLAHASSEE**

Attest:

By: James O. Cooke IV  
James O. Cooke, IV  
Interim City Treasurer-Clerk

By: Bernice C. Mydeen for  
Cathy Davis  
Manager for Procurement Services

Approved as to form:

By: R. Hurling for  
City Attorney

**DAVIDSON FORD LTD., dba  
MIKE DAVIDSON FORD**

[Signature]  
Witness as to the Contractor

By: [Signature]  
William T. Beckwith  
(Type or print name and title of signatory)

[Signature]  
Witness as to the Contractor

# Attachment 4

Picture of F-750 Ford Truck



# Attachment 5

Picture of KAAN Recycling Body

# KANN

**MANUFACTURING CORPORATION**

**REFUSE & RECYCLING BODY COMPANY**

Established 1946

**CURB MASTER SERIES**

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12/19/11

**CONSENT  
AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**VIA: T. JENNENE NORMAN-VACHA  
CITY MANAGER**

**FROM: ROBERT BATTISTA, ESQ.  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY**

**SUBJECT: AMENDMENT TO COASTAL ENGINEERING ASSOCIATES (CEA)  
PROFESSIONAL SERVICES AGREEMENT**

**DATE: DECEMBER 12, 2011**

**GENERAL SUMMARY:** On September 19, 2011 the City Council entered into a professional services agreement with Coastal Engineering Associates, Inc. (CEA) for engineering services related to the completion of the platted, yet not constructed infrastructure in the Southern Hills Plantation subdivision (SHP). On December 5, 2011 the Council approved task orders for SHP Phase 1 (Southern Hills Boulevard) and Phase 3 and 3A1 authorizing CEA to develop the necessary documents in order to proceed to bid solicitation.

The Council declined to proceed with the repair project for the roadway in SHP Phase 2 as a City project, but did commit to providing any bond funds remaining after the completion of the above referenced two projects to the Southern Hills Property Owners Association to assist in repairs to the Phase 2 roadway.

Council also agreed to return to the control of CEA those Phase 2 documents transferred to the City in the Professional Services Agreement. The attached proposed Amendment provides for the transfer of those documents.

**BUDGET NOTE:** There is no budget impact.

**LEGAL REVIEW:** The City Council has home rule authority (Art. VIII, 2(b), Florida Constitution; Sec. 166.011 Florida Statutes) to consider this matter.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve and authorize the Mayor to sign the proposed Amendment.

Attached: proposed Amendment to Professional Services Agreement

**FIRST AMENDMENT  
CITY OF BROOKSVILLE  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**THIS FIRST AMENDMENT** to that Professional Services Agreement (Agreement) entered into by the Parties hereto; the City of Brooksville, Florida, a municipal corporation of the State of Florida (CITY), and Coastal Engineering Associates, Inc., a Florida corporation (CONSULTANT) on September 19, 2011 is hereby amended as follows:

**WHEREAS**, Consultant and Hampton Ridge Developers entered into an agreement titled *Service Contract Agreement Contract No. 4088* (COASTAL ENGINEERING CONTRACT NO. 4088) on April 21, 2005 for the preliminary and final design, permitting and construction supervision for Phase Two and Phase Two A of Southern Hills Plantation Project, said COASTAL ENGINEERING CONTRACT NO. 4088 being attached as Exhibit C to the Agreement; and

**WHEREAS**, under the provisions of the Agreement the proprietary and professional interests, legal or otherwise, in the Phase Two and Phase Two A documents as described in Exhibit C to the Agreement, were transferred to the City; and

**WHEREAS**, the City, after further review of facts and circumstances concerning the infrastructure of Phase Two and Two A, now wishes to return those professional and proprietary interests in Phase Two and Two A that the Consultant transferred to the City in the Agreement; and

**WHEREAS**, the City Council on November 21, 2011 specifically authorized the release of the Consultant from its obligations associated with Phase Two and Phase Two A of the Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the sufficiency and receipt of which is acknowledged by the parties, the parties hereby agree as follows:

1. To the extent the professional and/or proprietary interest of the Consultant in the work product resulting from the aforementioned Service Agreement Contract No. 4088 were transferred to the City by the Agreement, those interests upon execution of this First Amendment, are deemed returned to the Consultant.

2. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Agreement the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this present to be executed, this \_\_\_\_ day of \_\_\_\_\_, 2011.

(Signatures on next page)

(SEAL)

CITY OF BROOKSVILLE  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_  
Janice L. Peters, City Clerk

\_\_\_\_\_  
Joseph E. Johnston, III, Mayor

Approved as to form for reliance  
by the City only:

\_\_\_\_\_  
Thomas Hogan, Jr., Esq, City Attorney

(SEAL)

COASTAL ENGINEERING ASSOCIATES, INC.

\_\_\_\_\_  
Clifford E. Manuel, Jr., President



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCILMEN  
**FROM:** T. JENNENE NORMAN-VACHA, CITY MANAGER  
**SUBJECT:** CHILDREN'S HOME SOCIETY – RENTAL WAIVER  
**DATE:** DECEMBER 12, 2011

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A handwritten signature in blue ink, appearing to read "T. Jennene Norman-Vacha", with a date "12/19/11" written to the right.

**GENERAL SUMMARY/BACKGROUND:** In February 2010, the City Council approved a Letter of Intent for Business Lease of the third floor of the City Hall building with the Children's Home Society of Florida. The Letter of Intent outlined specific provisions used to negotiate a subsequent lease. The Lease (attached) was signed and the Children's Home Society took residence on April 1, 2010.

Although the Lease is clear that the City, as Landlord, may make repairs, alterations, or improvements to the building, without an abatement of rent, staff feels that consideration for the Tenant should be made when they are dislocated from the third floor to the first floor, with limited space during the City Hall AVAC project.

The Children's Home Society has been a good tenant since 2010 and has worked with the City closely while renovations are being completed.

We estimate that they will be dislocated from the third floor around mid to late February until the end of May, or about three and one-half (3 1/2) months.

**BUDGET IMPACT:** We estimate that this would mean a loss of revenue of approximately \$15,000 to \$20,000 in revenue line item #001-000-362-48815 (Rent – 3<sup>rd</sup> Floor City Hall).

**LEGAL REVIEW:** The City Council has home-rule authority (Article VII, (2), Florida Constitution/Section 166.011, Florida Statutes) to consider fiscal matters.

**STAFF RECOMMENDATION:** Staff recommends Council approval to waive and suspend the Guaranteed Minimum Rent for the Children's Home Society on a pro-rata basis for the actual time that they are displaced/dislocated from the third floor to the first floor. We are recommending waiver/suspension of the rent from the day that they are dislocated until the day they are returned to the third floor, estimated at a loss of revenues for the City in the amount of \$15,000 to \$20,000.

**CITY OF BROOKSVILLE**

“Landlord”

\*

**THE CHILDREN’S HOME SOCIETY**

“Tenant”

-----  
**LEASE**  
-----

Premises:

\*

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Exhibit "A" – Legal Description and Site Plan

## LEASE AGREEMENT

THIS LEASE AGREEMENT("Lease") is made and entered into effective as of the 1<sup>st</sup> day of April 2010, by and between Landlord, THE CITY OF BROOKSVILLE, FLORIDA, an incorporated municipality ("Landlord") and THE CHILDREN'S HOME SOCIETY ("Tenant").

WITNESSETH:

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, that certain portion of Landlord's Property (as hereinafter defined) located at 201 Howell Avenue, Brooksville, FL 34601-2041, County of Hernando, State of Florida, as described in Section 1.0, consisting of real property, building improvements together with non-exclusive access to common areas of the building improvements collectively referred to as "the Premises". This Lease is subject to the terms, covenants and conditions herein set forth and Tenant covenants, as a material part of the consideration for this lease, to keep and perform each and all of the said terms, covenants and conditions.

**SECTION 1.0 SHORT SUMMARY:** The following items shall be defined or be referred to as indicated below for the purposes of this Lease and the exhibits attached hereto:

Landlord: The City of Brooksville, Florida  
Tenant: The Children's Home Society  
Address: 201 Howell Avenue, Brooksville, Florida  
County: Hernando  
Premises: The 9200 s.f. MOL of the Building situated on Landlord's Property, as indicated the sketch attached as Exhibit "A" together with furnishings located therein and common areas as described herein.  
Initial Term (Section 4.0): Five (5) years  
Option to Renew: One (1) term of two (2) years  
Lease Commencement Date: April 1, 2010  
Guaranteed Minimum Rent (Section 5.1): Tenant shall pay the Guaranteed Minimum Rent set forth below together with all Additional Rent and pro-rated costs as set forth herein:

	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
Year 1	\$ 60,000	\$ 5000
Year 2	\$ 60,000	\$ 5000
Year 3	\$ 60,000	\$ 5000
Year 4	\$ 60,000	\$ 5000
Year 5	\$ 60,000	\$ 5000

Security Deposit (Section 10): \$5000  
Percentage of Building Costs

{00194843}

Attributed to Tenant (Section 6.0): \$1000  
Use of Premises  
(Section 3.1): Office Space  
Notices to Landlord  
(Section 19.2): City Manager  
The City of Brooksville  
201 Howell Avenue  
Brookville, Florida 34601

With a copy to The Hogan Law Firm, LLC  
20 South Broad Street  
Brooksville, Florida 34601

Notice to Tenant: The Children's Home Society  
1485 S. Semoran Boulevard  
Suite 1448  
Winter Park, Florida 32792

This Short Summary section is for the convenience of the parties only. In the event of a conflict between this Short Summary and other terms set forth in this Lease, the terms elsewhere in this Lease will control.

**SECTION 2.0 REAL PROPERTY:** This lease is for real property located in Hernando County, Florida, and more specifically described on the attached Exhibit A, ("Landlord's Property") together with building improvements and fixtures situated thereon ("Building") and certain common areas as more specifically described herein.

**SECTION 3.0 PREMISES:** In consideration of the rent hereinafter agreed upon to be paid by the Tenant to the Landlord, and in consideration of the covenants of the respective parties hereto, the Landlord does hereby lease and let unto the Tenant, and the Tenant does hereby lease from the Landlord the Premises as described in Section 2.0 and subject to all matters of public record but reserving and excepting to the Landlord the use or rental of all other portions of the Property including the Building, common areas and grounds and a non-exclusive use of the common area under such terms as Landlord in its sole discretion determines.

The parties hereby accept and agree to the estimated square footage as described in the Short Summary. In no event will Tenant's Guaranteed Minimum Rent (as defined in Section 5.1) be increased or reduced due to a remeasurement.

Landlord reserves the right to add or delete property from the Landlord's Property in its sole discretion in the event Landlord sells a portion of the Landlord's Property or acquires additional property adjacent to the Building. In such event, at Landlord's election, a revised Exhibit "A" shall be substituted for the attached Exhibit "A" identifying the new boundaries of the Building. The Landlord reserves the right to change building perimeters, add buildings,

driveways, or other structures, and to make any other changes it desires in and about the Building, including the common areas, provided only that reasonable access to the Premises is provided and maintained.

**SECTION 3.1 USE OF PREMISES:** Tenant covenants that said Premises during the Term and all extensions thereof shall be used and occupied solely for the purpose specified in the Short Summary, and for no other purpose or purposes, without the written consent of Landlord, and shall at all times comply with the terms of all documents of public record affecting the Premises. Tenant agrees that it will not violate any exclusive use rights granted to other tenants of the Building and Tenant will conduct its business in a lawful manner. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises. Tenant shall not do or permit anything to be done to allow, to the best of their ability, the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or on the Premises.

**SECTION 3.2 CARE OF PREMISES:** Tenant shall not perform any act or carry on any practice which may injure the Building or be a nuisance or menace to other tenants in the Building and shall keep the Premises, including the sidewalks adjacent to the Premises, and any other areas allocated for the use of the Tenant, clean and free from rubbish and dirt, at all times, and shall store all trash and garbage within the Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. The Tenant shall not burn any trash or garbage of any kind in or about the building. The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage shall be borne by the Tenant.

**SECTION 3.3 OBSERVANCE OF LAWS AND ORDINANCES:** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way interfere with the orderly conduct of government business of the City of Brooksville or will conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, directives, rules, regulations or requirements of all governmental authorities or agencies and of all municipal departments, boards and officials related to its use or occupancy of the Premises including the requirements of any board of fire underwriters or similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

**SECTION 3.4 ACCESS TO PREMISES:** Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, showing same to prospective purchasers or mortgagees, or for making repairs, replacement, alterations, improvements and additions to the Premises or to any property owned or controlled by the Landlord therein or to the Building in which the Premises are located. If Landlord deems any repairs required to be made by the Tenant necessary, it may demand that the Tenant make the

same forthwith. If the Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after written notice by Landlord, the Landlord may make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof. If the Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to the Landlord the cost thereof.

**SECTION 3.5 TRADE FIXTURES:** All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned. Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Premises including, but not limited to counters, shelving, showcases, chairs, and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the Building or the Premises, provided this right is exercised before the Lease is terminated and provided that Tenant, at its own cost and expense, shall repair any damage to the Premises caused thereby. The right granted Tenant in this Section, shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that was furnished or paid for by Landlord. The Premises and the immediate areas in front, behind and adjacent to it shall be left in a broom-clean condition. Should Tenant fail to comply with this Section, Landlord may deduct the cost of cleanup from Tenant's Security Deposit (as defined in Section 10.0). If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant, and, at the option of Landlord, shall become the property of Landlord, and may be removed by the Landlord at Tenant's sole cost and expense.

**SECTION 4.0 TERM:** The Initial Lease Term shall commence on the Lease Commencement Date and shall continue for five (5) years. The parties acknowledge that certain obligations under various Sections hereof may commence prior to the Lease Term such as construction, hold harmless, liability insurance, etc. and the parties agree to be bound by these Sections prior to the Lease Commencement Date. The Lease Term shall expire on the Lease Expiration Date, unless sooner terminated or extended as hereinafter provided.

Tenant may terminate this Lease early by providing Landlord one hundred eighty (180) calendar days advance notice (optional: if Tenant's funding becomes unavailable. Tenant shall provide Landlord with such documentation as Landlord may reasonably require to evidence the loss of funding for the programs for which the leased premises is intended). If this lease is terminated, rent shall abate as of the Expiration Date, as defined herein. For any portion of a calendar month included in the Lease Term, Tenant shall pay a full monthly installment.

For purposes of this Lease, the first Lease Year shall be deemed to begin on the Lease Commencement Date and to end twelve (12) months thereafter; provided however, if the first

twelve (12) month period does not end on the last day of a calendar month, the first Lease Year shall be extended to the end of said month. Each succeeding twelve (12) month period thereafter shall be deemed a Lease Year.

If and only if, the Tenant shall have fully done, performed, and observed all of the terms, covenants, and conditions required hereunder to be done, performed and observed by it and Tenant has not done anything or failed to do anything which would constitute a default hereunder, then the Tenant, by giving Landlord written notice not less than one hundred eighty (180) days prior to the expiration of the Initial Term, shall have the right to renew this Lease for one (1) term of two (2) years upon the same terms, covenants and conditions as the initial Lease Term, excepting, however that the Guaranteed Minimum Rent for any extension shall be determined as provided below:

The Guaranteed Minimum Rent shall be mutually agreed upon by Tenant and Landlord within thirty (30) days from the date Tenant gives notice of its election to renew, however, in no event shall the Guaranteed Minimum Rent be less than the preceding Lease Year. If Landlord and Tenant are unable to mutually agree to the Guaranteed Minimum Rent in writing within the prescribed time, then the Guaranteed Minimum Rent shall be five (5% ) percent greater than the Guaranteed Minimum Rent for the Lease Year then in effect.

**SECTION 4.1 COMMENCEMENT OF LEASE OBLIGATIONS:** The parties agree that the Tenant is acquainted with the condition of the Leased Premises and agrees to take the same AS IS. Landlord shall be under no obligation to do any work whatsoever to make the Leased Premises ready for Tenant's occupancy. Tenant agrees that its entry onto and occupation of the Premises prior to the Lease Commencement Date shall be subject to all of the terms and conditions of this Lease, except that Tenant's obligation to pay the rent shall commence as set forth in Section 5.0 hereof.

**SECTION 4.2 SURRENDER AT END OF TERM:** Upon the expiration of the Lease Term hereof or sooner termination of this Lease, Tenant agrees to surrender possession of the Premises to Landlord peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease.

At the end of the Lease Term or any earlier termination, or upon Tenant's vacating, abandonment or surrender of possession of the Premises, Tenant shall remove all alterations, additions, improvements, trade fixtures, equipment, telecommunications cabling and infrastructure and furniture owned by Tenant. Tenant shall leave all Landlord's property, including furniture and telecommunications cabling. Tenant will fully repair any damage occasioned by the removal of same. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements not so removed shall be deemed conclusively to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them, Tenant will pay Landlord for all expenses incurred in connection with such

property including, but not limited to, the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

**SECTION 4.3 HOLDOVER:** Should the Tenant or any party claiming under Tenant hold over in possession at the expiration of the Lease Term, such holding over shall not be deemed to extend the Lease Term or renew this Lease, and such holding over shall be an unlawful detainer and such parties shall be subject to immediate eviction and removal. In addition to utility charges, taxes and common area maintenance costs, upon such holding over and without any demand from Landlord, Tenant shall pay to Landlord as rent during any period while Tenant or such party shall hold the Premises after expiration of the Term, Guaranteed Minimum Rent ("Guaranteed Minimum Rent") in an amount equal to double the monthly rate of minimum rent in effect for the last month of the Lease Term plus monthly Percentage Rent ("Percentage Rent") in an amount equal to one-sixth of the total percentage rent paid by Tenant, if any, in the last twelve months of the Term, and Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such holding over.

**SECTION 5.0 RENT:** The Tenant covenants and agrees that it will, without deduction, demand or set-off, pay to the Landlord for the use of the Premises, rent as set forth below:

**SECTION 5.1 GUARANTEED MINIMUM RENT:** Tenant agrees to pay Landlord a Guaranteed Minimum Rent, for the first year of the Lease Term, in the amount set forth in the Short Summary, plus applicable sales tax (if any) subject to increases as set forth in the Short Summary. Tenant shall pay Rent in monthly installments, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Lease Term, except the first month's rent shall be paid upon execution hereof. The Guaranteed Minimum Rent shall commence on the Rent Commencement Date unless otherwise specified. In addition to the Guaranteed Minimum Rent, Tenant shall pay Additional Rent, estimated pro-rations of costs, plus applicable sales tax (collectively, "Rent"). If the Rent Commencement Date is not the first day of a month then Tenant shall pay on the Rent Commencement Date all Rent and applicable sales tax, prorated on a per diem basis for the period from the Rent Commencement Date through the last day of the month in which the Rent Commencement Date commences.

**SECTION 5.2 ADDITIONAL RENT:** Additional Rent shall be defined as all additional charges required of Tenant to be paid under this Lease including, but not limited to: (a) all costs relating to Tenant fulfilling its obligations to keep the Premises and every part thereof in good condition and repair; (b) percentage of water, electric, garbage pick-up and other utilities that are not separately metered (if applicable); (c) late fees and NSF fees as outlined in Section 5.3 of this Lease; (d) all attorney, court and collection fees; and (e) applicable taxes (if any).

**SECTION 5.3 LATE CHARGE/NON-SUFFICIENT FUNDS:** (1) Late Charge: Tenant hereby acknowledges that the late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any rent due from Tenant shall not be paid within five (5) days of the same becoming due or if any other sum due from Tenant shall not be received by Landlord within ten (10) days after written notice that said amount is due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten (10%) percent of such overdue amount) plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. (2) Non-Sufficient Funds Penalty: Any Rent payment to Landlord from Tenant which has been returned by the bank to the Landlord for non-sufficient funds shall be subject to a twenty-five dollar (\$25.00) NSF Check Fee. Additionally, should two (2) checks be returned to Landlord for NSF within a period of six (6) months, Landlord may demand that Tenant's Rent payments for the six (6) months immediately following shall be in certified U.S. funds only, which shall be defined as Money Order or Cashier's Check. All late fees and NSF fees shall be deemed as Additional Rent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

**SECTION 6.0 OPERATING EXPENSES:** For purposes of this Lease, expenses of operating the Building are included in the Base Rent with the exception of Utilities. [See Section 9]

**SECTION 6.1 CONTROL OF COMMON AREAS BY LANDLORD:** All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord in or near the Building provided by Landlord for the general use in common of tenants, their officers, agents, employees and customers, and all other common areas, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same; from time to time to change the area, level, location and arrangements of parking areas and other facilities hereinabove referred to; to restrict or temporarily close any portion of the parking areas by tenants, their officers, agents and employees; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by the City, other tenants, their officers, agents, employees and customers. Landlord will operate and maintain the common areas referred to above in such manner as Landlord, in its sole discretion, shall determine from time to time, without limiting the scope of such discretion. Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and

facilities. All common areas and facilities not within the Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Landlord shall not be subject to any liability. Tenant shall not be entitled to any compensation or diminution or abatement of rent nor shall such diminution of common areas be deemed constructive or actual eviction.

**SECTION 7.0 RULES AND REGULATIONS:** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Building. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof provided the same shall apply uniformly to all tenants of the Building.

**SECTION 8.0 SALES AND RENT TAX:** Tenant covenants and agrees to pay to Landlord any and all sales and/or rent taxes imposed by the State of Florida or any other governmental agency with respect to all rents. If Tenant is exempt from any such tax, Tenant shall provide Landlord with verification of its tax exempt status prior to the Commencement Date. If Tenant shall fail to provide satisfactory evidence of tax-exempt status, the Landlord may charge sales tax and other applicable taxes. Tenant covenants and agrees to pay to Landlord any and all sales and/or rent taxes imposed as Additional Rent.

**SECTION 8.1 REAL ESTATE TAXES:** There are no real estate taxes included in the Rent as of the Lease Commencement Date. If at any time during the Lease Term or any extension thereof real estate taxes or assessments are imposed upon the Landlord or the Property, Tenant agrees to pay, as Additional Rent, its proportionate share of such taxes monthly commencing with the monthly installment immediately following notice to Tenant.

**SECTION 8.2 PERSONAL PROPERTY TAXES:** Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term hereof upon all Tenant's leasehold improvements, equipment, furniture and any other personal property located in the Premises that are not exempt to Tenant as a governmental entity. In the event any or all of the Tenant's personal property shall be assessed and taxed with the real property, Tenant shall pay to the Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's personal property.

**SECTION 9.0 UTILITIES:** Tenant shall pay all charges together with taxes thereon for telephone, facsimile line, internet connections or other communications services. In addition, Tenant shall pay, as Additional Rent, Tenant's pro-rata share of all Landlord utilities together with taxes thereon, if any, related to the Leased Premises. The Tenant's pro-rata share shall be defined as the total expense divided by the percentage of square footage comprising the

Premises divided by total building square footage (regardless of actual percent of use or occupancy). Such charges shall include, but shall not be limited to, gas, water, electricity, garbage service and other like utilities. Tenant shall pay \$1000/month to cover estimated monthly utilities costs. At the end of each quarter of the Term of this Lease, the Landlord shall reconcile the Tenant's pro-rata share of utilities together with any taxes thereon against the monthly estimated payments received for the same period. Any overage shall be applied to the next month's Rent and any balance due shall become immediately payable as Additional Rent. Pro-rated utilities shall be treated as an Operating Expense in accordance with Section 6 for purpose of computing and collecting charges. If such charges are not so paid, they shall be added to the next or any subsequent month's Rent thereafter to become due and collectable as Rent.

**SECTION 10.0 SECURITY DEPOSIT:** The security deposit in the amount of \$5000 shall be due at Lease Commencement Date.

**SECTION 11.0 REPAIRS:** By entry hereunder, Tenant shall be deemed to have accepted the Premises AS IS and as being in good, sanitary order, condition and repair.

Landlord shall make necessary structural repairs to the Premises as deemed necessary in Landlord's sole and absolute discretion. Provided however, Landlord shall not be required to make any repairs which are caused by any act, omission, neglect, fault or negligence of Tenant, any subtenant, or any of their respective officers, employees, agents, customers, servants, invitees, or contractors, in which case Tenant shall pay to Landlord the cost of such maintenance or repair. Landlord shall not be required to commence any repair of the Leased Premises until notice shall be received from Tenant specifying the nature of the needed repair. Landlord shall be responsible for servicing of air conditioning units (except changing filters) and for replacing the air conditioning units.

Unless specifically provided herein, there shall be no abatement of rent and liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute, or ordinance now or hereafter in effect.

**SECTION 11.1 ALTERATIONS:** Tenant shall not make any changes, additions, improvements or alterations ("Alterations") in or to the Premises or any part thereof without first obtaining the written consent of Landlord. In the event Landlord consents to the making of any Alteration, the same shall be made at Tenant's sole cost and expense. Tenant's Alterations must be performed by a licensed contractor under necessary local government approvals with copies of lien waivers submitted to Landlord upon completion. Landlord hereby approves Tenant installing blinds for open window areas that are aesthetically consistent with current blinds on the premises.

All Alterations and such fixtures, other than trade fixtures, which as a matter of law have become a part of the realty, which may be made or installed by either of the parties hereto upon the Premises and which in any manner are attached to floors, walls, or ceilings, shall become the

property of the Landlord upon installation and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Premises shall be and become the property of the Landlord. Tenant agrees to remove all signs and personal insignia at the termination of the Lease, and to repair any damages caused to the Premises by reason of such removal. Upon the expiration or sooner termination of this Lease, Tenant shall, upon written demand by Landlord given at least thirty (30) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any Alterations designated by Landlord to be removed and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

**SECTION 11.2 SIGNS:** Tenant shall not install any sign on the exterior of the Building or visible from the exterior of the Premises without the prior written approval of Landlord.

**SECTION 11.3 LANDLORD'S RIGHT TO PERFORM BUILDING RENOVATIONS:** Tenant understands and agrees that Landlord may, at any time or from time to time during the Lease Term, perform substantial renovation work in and to the Premises or the mechanical systems serving the Premises (which work may include, but need not be limited to, the repair or replacement of the Premises exterior facade, exterior window glass, elevators, electrical systems, air conditioning and ventilating systems, plumbing system, common hallways, or lobby), any of which work may require access to the same within the Premises.

Tenant agrees that:

(a) Landlord shall have access to the Premises at all reasonable times, upon reasonable notice, for the purpose of performing such work; and

(b) Landlord shall incur no liability to Tenant, nor shall Tenant be entitled to any abatement of rent on account of any noise, vibration, or other disturbance to Tenant's business at the Premises (provided that Tenant is not denied access to said Premises) which shall arise out of said access by Landlord or by the performance by Landlord of the aforesaid renovations at the Premises or Building.

Landlord shall use reasonable efforts (which shall not include any obligation to employ labor at overtime rates) to avoid disruption of Tenant's business during any such entry upon the Premises by Landlord. It is expressly understood and agreed by and between Landlord and Tenant that if Landlord shall commence any action or proceeding seeking injunctive, declaratory, or monetary relief in connection with the rights reserved to Landlord under this provision, or if Landlord shall commence any action or proceeding to obtain access to the Premises in accordance with this provision, and if Landlord shall prevail in any such action, then Tenant shall pay to Landlord, as Additional Rent under this Lease, a sum equal to all legal fees, costs, and disbursements incurred by Landlord in any way related to or arising out of such action or proceeding.

#### **SECTION 11.4 MECHANICS LIENS AND ADDITIONAL CONSTRUCTION:**

Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor any one claiming by, through or under the Tenant, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien of any kind or character. Any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise. If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of the Tenant, any mechanics' or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise within fifteen (15) days after notice from Landlord to Tenant of the filing of same.

Any lien against the Premises in violation of this Section shall be null and void and of no force or effect. In addition, Tenant shall cause any lien filed against the Premises in violation of this Section to be canceled, released, discharged and extinguished within fifteen (15) days after Tenant receives notice of filing and shall indemnify and hold the Landlord harmless from and against any such lien and any costs, damages, charges and expenses, including, but not limited to, attorney's fees, incurred in connection with or with respect to any such lien.

**SECTION 12.0 NONLIABILITY FOR INJURY, LOSS, OR DAMAGE:** Tenant acknowledges and agrees that Landlord shall not be liable or responsible in any way to Tenant or any other person for:

- (i) Any injury arising from or out of any occurrence in, upon, at, or relating to the Building or any part thereof or any loss or damage to property, unless such injury, loss or damage is directly caused by Landlord or its agents, servants, employees, or any other person for whom Landlord is in law responsible, and directly caused, including loss of use thereon of Tenant.
- (ii) Without limiting the generality of the foregoing provisions of this Section any injury to Tenant or any other person or loss or damage to property resulting from: fire, smoke, explosion, falling plaster, ceiling tiles, fixtures, signs, broken glass, steam, gas, fumes, vapors, odors, dust, dirt, grease, acid, oil, any hazardous material or substance, debris, noise, air or noise pollution, theft, breakage, vermin, electricity, computer or electronic equipment or systems malfunction or stoppage, water, rain, flood, flooding, freezing, tornado, windstorm, snow, sleet, hail, frost, ice, excessive heat or cold, sewage, sewer backup, toilet overflow, or leaks or discharges from any part of the Building (including the Premises), or from any pipes, sprinklers, appliances, equipment (including, without limitation, heating, ventilating, and air-conditioning equipment), electrical or other wiring, plumbing fixtures, roof(s), windows, skylights, doors, trapdoors, or subsurface of any floor or ceiling of any part

of the Building, or from the street or any other place, or by dampness or climatic conditions, or from any other cause whatsoever; unless such injury, loss or damage is directly caused by Landlord or its agents, servants, employees, or any other person for whom Landlord is in law responsible.

- (v) Any injury, loss, or damage to property caused by perils insured against or required to be insured against by Tenant pursuant to insurance clause(s) of this Lease. Tenant shall promptly indemnify and hold Landlord harmless from and against any and all claims in connection with any injury or any loss or damage to property referred to in this Section.

**SECTION 12.1 NON-LIABILITY OF LANDLORD:** Nothing contained herein shall operate as a waiver of any and all rights Landlord may have as a municipality and Landlord retains all defenses related to status as a governmental entity in the State of Florida, including sovereign immunity. It is specifically understood and agreed that there shall be no personal liability on any officer, employee or agent of the Landlord in respect to any of the covenants, conditions or provisions of this Lease.

**SECTION 12.2 INDEMNITY AND HOLD HARMLESS:** Tenant covenants and agrees to indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of its business or from any activity, work, alteration, construction, improvement or other things done, permitted or suffered by the Tenant in or about the Premises (unless such claim is solely and directly caused by the Landlord's sole negligence, breach of representation or warranty hereunder), including all costs, damages, expenses, court costs and attorneys' fees incurred in or resulting from claims made by any person or persons, by other tenants of the Premises in the Building, their subtenants, agents, employees, customers and invitees.

**SECTION 13.0 INDEMNITY-LIABILITY INSURANCE:** Tenant covenants to procure and maintain insurance on or before the Rent Commencement Date and keep in force during the Lease Term, a comprehensive liability policy of insurance insuring the Landlord, the Building, any designee of Landlord, and Tenant against any liability whatsoever occasioned by accident on or about the Premises or any appurtenances thereto. Said insurance shall be written as primary insurance, and not contributing with and not in excess of coverage the Landlord may carry. Tenant shall not take possession of the Premises without having provided Landlord with evidence of insurance. Such policy is to be written by a company rated A+, AAA or better in "Best Insurance Guide" in the amount set forth in the Short Summary. The evidence of insurance coverage will be provided to Landlord on an Accord 25 form that will be modified to delete the words "endeavor to" from the insured's obligation to notify Landlord, as follows: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE TEN (10) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, INCLUDING ALL ADDITIONAL INSUREDS, NAMED ON THE CERTIFICATE." The original policy or evidence thereof together with evidence of payment therefore shall be delivered to Landlord, and Tenant shall renew said policy not less than thirty (30) days prior to the expiration date thereof from time to

time, and furnish said renewals and evidence of payment therefore to Landlord. Said policy shall provide that it cannot be modified or terminated without thirty (30) days written notice to the Landlord. If Tenant shall fail to procure or maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant as Additional Rent.

**SECTION 13.1 BUILDING INSURANCE:** Tenant agrees to pay as Additional Rent, any premiums or increases in premiums for insurance against loss by fire or other hazard. Tenant shall, at Tenant's expense, do whatever is required with respect to Tenant's equipment or Tenant's fixtures or the operation of Tenant's business.

Tenant shall not do anything in or about the Premises which will in any way tend to increase the existing rate of or affect any fire or other insurance on the Premises or any of its contents or cause the cancellation of any insurance policy covering said Premises or any part thereof or any of its contents.

**SECTION 14.0 DESTRUCTION-FIRE:** If the Premises shall be damaged by fire or peril, the elements, unavoidable accident, or other casualty, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord and only to the extent of insurance proceeds received by Landlord. If by reason of such occurrence, the Premises shall be rendered untenable, the Guaranteed Minimum Rent shall be abated during the period that Landlord is making Landlord's repairs. Said abatement shall be proportionate to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord may, at its election, terminate this Lease and the tenancy hereby created by giving the Tenant, within the sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do, and in the event of such termination, Guaranteed Minimum Rent shall be adjusted as of such date. If Landlord does not elect to terminate this Lease, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord and only to the extent of insurance proceeds received by Landlord. Nothing in this section shall be construed to permit the abatement in whole or in part of any Additional Rent. In the event that twenty-five percent (25%) or more of the rentable area of the Building shall be damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to the Tenant five (5) days' prior written notice of Landlord's election so to do, which notice shall be given, if at all, within sixty (60) days following the day of said occurrence, and Guaranteed Minimum Rent shall be adjusted as of the date of such termination.

Notwithstanding anything herein to the contrary, Landlord shall have no obligation to rebuild the Premises.

**SECTION 15.0 ASSIGNMENT AND SUBLETTING:** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants

and invitees of Tenant excepted) to occupy or use the Premises or any portion thereof without first obtaining the written consent of Landlord in each instance, which may be withheld at Landlord's sole discretion. The consent of Landlord to any assignment, mortgaging, or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment, mortgaging, or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned, or if the Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, under-tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms, covenants and conditions of this Lease. If at any time during the Lease Term any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Tenant by the person or persons owning a majority of said corporate shares on the date of this Lease, or if Tenant is a partnership and there shall be a change in the control of said partnership, Tenant shall promptly notify Landlord in writing of such change, and Landlord may terminate this Lease at any time after such change in control by giving Tenant ninety (90) days prior written notice of such termination.

**SECTION 16.0 EMINENT DOMAIN:** If the whole or any part of the Premises shall be taken by any public authority having jurisdiction over the City under the power of eminent domain, then the Lease Term shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the Rent shall be paid up to that day. If such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the Tenant shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the Premises under the terms herein provided, except that the Guaranteed Minimum Rent shall be reduced in proportion to the amount of the Premises taken. If Tenant shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the Lease Term. If Tenant exercises its right to cancel, all advance rent paid by Tenant shall be adjusted to the date of said taking. All awards and compensation for any taking or conveyance, whether for the whole or a part of the Building the Premises or otherwise, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title, and interest in and to any and all such awards and compensation, including, without limitation, any award or compensation for the value of the unexpired portion of the Lease Term.

**SECTION 17.0 FORCE MAJEURE:** Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this Lease on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lockout, civil commotion, war, warlike operation, invasion, insurrection,

rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, governmental delay regarding permits or approvals, act of God or other cause beyond the control of the party seeking to excuse such performance, provided such cause is not due to the act or neglect of such party; and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate. Nothing in this Section shall operate or be construed to relieve Tenant of any obligation for the payment of Minimum Guaranteed Rent or Additional Rent.

**SECTION 18.0 DEFAULT OF TENANT:** Remedies of Landlord for non-compliance: In the event that (i) the Rent, including common area maintenance, real estate taxes, insurance, utilities, and/or any other payment required to be made by Tenant, specified herein is not paid at the time and place when and where due, (ii) the Premises shall be deserted or vacated, (iii) the Tenant shall fail to comply with any term, provision, condition of this Lease, or any of the rules and regulations now or hereafter established for the Building, (iv) any petition is filed by or against Tenant to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, (v) Tenant shall become insolvent or make a transfer in fraud of creditors, then Landlord shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law:

1) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord, but if Tenant shall fail to do so, Landlord may, in accordance with applicable law, enter upon the Premises and expel or remove Tenant and its effects without being liable to prosecution or any claim for damages therefore, and Tenant hereby waives its rights to receive notice in accordance with Section 83.20, Florida Statutes and agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises, or through decrease in rent, or otherwise including but not limited to the cost of recovering possession of the Premises, expenses of re-letting, necessary renovation and alteration of the Premises, reasonable attorney's fees, and other applicable costs; and/or

2) Declare the entire amount of the Rent which would become due and payable during the remainder of the Lease Term to be due and payable immediately, in which event, Tenant agrees to pay the same at once, together with all rents theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the Lease Term, the acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease; and/or

3) Enter the Premises as the agent of the Tenant without being liable to prosecution or any claim for damages therefore, and relet the Premises as agent of the Tenant, and receive the Rent therefore and the Tenant shall pay the Landlord any deficiency that may arise by reason of such reletting on demand at the office of the Landlord: and/or

4) As agent of the Tenant, do whatever the Tenant is obligated to do by the provisions of this Lease and may enter the Premises without being liable to prosecution of any claims for damages therefore, in order to accomplish this purpose. The Tenant agrees to reimburse the Landlord immediately upon demand for any expense which the Landlord may incur in thus affecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise.

Pursuit by Landlord of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided or any other remedies provided by law. No act or thing done by the Landlord or its agents during the Lease Term hereby granted shall be deemed an acceptance of a surrender of said Premises, and no agreement to accept a surrender of said Premises shall be valid unless the same be made in writing and subscribed by the Landlord. The mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy the Landlord might have, either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition, in this Lease contained or any of the rules and regulations set forth herein, or hereafter adopted by Landlord, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. In case it should be necessary or proper for Landlord to bring any action under this Lease, or to consult with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord reasonable attorneys fees. The receipt by the Landlord of Rent with knowledge of the breach of any covenant in this Lease contained shall not be deemed a waiver of such breach. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Landlord's right to collect Rent for the period prior to the termination thereof. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate.

**SECTION 18.1 LANDLORD'S RIGHT TO CURE DEFAULTS:** If Tenant shall fail to make repairs, pay to maintain public liability insurance, comply with all laws and ordinances and regulations, pay all bills for utilities, or perform any other obligation on the part of Tenant to be performed, in accordance with the provisions of this Lease, then Landlord shall have the right and option, to perform such work or make such payments on behalf of Tenant, and Tenant agrees to reimburse Landlord promptly upon demand, together with interest at the rate of ten (10%) percent per annum, and upon its failure to do so, Landlord shall have all the remedies therefore as for non-payment of Rent hereunder. The right and option given in this Section shall not have the effect of releasing Tenant from the obligation to perform any of the covenants herein provided to be performed by Tenant or deprive Landlord of any legal rights which Landlord may have by reason of any such default.

**SECTION 18.2 LANDLORD'S FEES:** It is further understood that the Tenant will pay in addition to the Rent and other sums agreed to be paid hereunder, all sums and expenses incurred by Landlord in enforcing its rights hereunder, including without limitation, all court costs, all attorney's fees (whether incurred out of court, at trial, on appeal or in bankruptcy proceedings), and all collection costs and fees charged by third parties.

**SECTION 19.0 NOTICE TO LANDLORD:** The checks for Rent accruing hereunder shall be made payable and forwarded to Landlord at address specified in the Short Summary, and all notices given to the Landlord hereunder shall be forwarded to the Landlord at the foregoing address, by certified mail, return receipt requested, unless Tenant is notified otherwise in writing.

**SECTION 19.1 SERVICE OF NOTICE:** Landlord shall serve all notices to Tenant at the address specified in the Short Summary by certified mail, return receipt requested, prior to serving notice to the Premises.

**SECTION 20.0 PLEDGE OF PERSONAL PROPERTY:** As additional security for the performance of Tenant's obligations hereunder, Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, inventory, stock and chattels, and all other personal property of Tenant which are now or may hereafter be brought or put in the Premises, and further grants to Landlord a security interest therein under the Uniform Commercial Code. For the purpose of securing the performance of all the obligations of Tenant hereunder, and at the request of Landlord, Tenant hereby agrees to execute and deliver to Landlord all financing statements, amendments thereto or other similar statements which Landlord may reasonably request. Nothing herein contained shall be deemed to be a waiver by Landlord of any statutory liens, remedies, rights and privileges, including rights, if any, as a secured creditor under the Uniform Commercial Code. Any personal property, equipment or fixtures left in the Premises after the date Tenant vacates shall be considered abandoned after thirty (30) days from the date Tenant vacates, and shall be disposed of by Landlord.

**SECTION 21.0 ACCORD AND SATISFACTION:** No endorsement or statement on any check or in any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all rent due Landlord or Landlord's right to pursue any other remedy in this Lease provided.

**SECTION 21.1 QUIET ENJOYMENT:** Subject to the terms and conditions of this Lease, upon payment by the Tenant of the Rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term hereby without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord.

**SECTION 22.0 GENERAL PROVISIONS:**

**SECTION 22.1 ENTIRE AGREEMENT:** This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**SECTION 22.2 NO PARTNERSHIP:** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

**SECTION 22.3 CAPTIONS AND SECTION NUMBERS:** The captions, section numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

**SECTION 22.4 BROKER'S COMMISSION:** The Parties agree that the Tenant has retained the services of Century 21 Alliance Realty, Inc. to procure the Leased Space and agrees to pay such Broker a \$25,000 Broker Fee. The Broker Fee shall be paid in five annual installments of \$5000 due and payable upon Lease Commencement and upon the start of each Lease Year.

**SECTION 22.5 PARTIAL INVALIDITY:** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION 22.6 WAIVER:** One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing by Landlord.

**SECTION 22.7 CORPORATE STATUS:** If Tenant is a corporation or other entity, Tenant shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the state of Florida and at all times thereafter,

Tenant shall keep its corporate status active and current throughout the Lease Term and any extensions or renewals hereof. Failure of Tenant to keep its corporate status active and current shall constitute a default under the terms of this Lease. Each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity; in accordance with the bylaws or operating agreement of said entity and that this Lease is binding upon said entity.

**SECTION 22.8 HAZARDOUS MATERIALS:** "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, petroleum, natural gas liquids, Hazardous Material, hazardous wastes, hazardous or toxic substances or any pollutant or contaminant defined as such, in or used by any federal, state, or local law, ordinance, rule, regulation, standard, order or decree which relates to protection of the public health, welfare and the environment, including without limitation those relating to the storage, handling and use of chemicals and other Hazardous Materials, those relating to the generation, processing, treatment, storage, transport, disposal or other management of waste material of any kind and those relating to the protection of environmentally sensitive areas ("Environmental Laws").

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other Hazardous Substances. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances. Without limitation, Hazardous Materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations or other documents at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of Hazardous Materials on the Premises occurring while Tenant is in possession or elsewhere if caused by Tenant or persons acting under Tenant. This covenant within shall survive the expiration or earlier termination of the Lease Term. Tenant must comply with any and all governmental ordinances regarding the disposing of any chemical and/or toxic waste. Upon Landlord's request, Tenant must supply Landlord with sufficient proof that Tenant is in compliance with all laws concerning hazardous waste and/or materials.

**SECTION 22.9 NO OPTION:** Notwithstanding anything to the contrary contained herein, the submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

**SECTION 22.10 BINDING EFFECT:** The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. This Lease constitutes a Florida contract, and shall be construed according to the laws of that State. Venue shall only be in Hernando County, Florida.

**SECTION 22.11 RADON GAS:** Pursuant to Florida Statutes, 404.056(a), the following notification is provided:

Radon Gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**SECTION 22.12 ASBESTOS CONTAINING MATERIAL (ACM):** Pursuant to statute, the following notification is provided:

Most buildings constructed or renovated before 1981 contain some asbestos-containing materials (ACM). The presence of asbestos in a building does not pose a risk to the building occupants if the material is managed in a fashion which insured that it is not disturbed without proper precautions. OSHA has published a rule (Occupational Exposure to Asbestos; Final Rule 59 Fed. Reg. 40,964; August 10, 1994, as amended) effective October 1, 1995, that imposes significant new worker protection, record keeping, record sharing and notice requirements on landlords, tenants, and their respective contractors when dealing with known ACM, or building materials installed before 1981 that are presumed to contain ACM (called "PACM" under the rule). If you are not familiar with these requirements, we urge that you become familiar with them immediately - in addition to traditional "asbestos removal" projects, the rule covers a wide variety of building maintenance activities that previously were not regulated, including traditional custodial activities and other small repairs that may involve ACM or PACM.

Among other requirements, landlords and their tenants are required to keep and share information regarding the presence of any known ACM in the Premises. (The notice and record keeping requirements of the rule are too extensive to summarize here in detail. It is Tenant's responsibility to ensure they are in compliance with all rule requirements.) In accordance with the rule, we request that you keep us apprised of any work within your unit that you perform in the future. Although you are required to maintain independent records of these matters, this information should be transmitted to us promptly to ensure the overall coordination of these matters.

In any case, no ACM or PACM should be removed or disturbed without prior written notice to Landlord attention Property Manager, and any other parties required to be notified under applicable law. All maintenance, custodial, or repair work, and all removal projects must

be performed in strict accordance with all applicable rules and regulations, including any new rule and the worker protection, notice and record keeping requirements therein.

**SECTION 22.13 CONFIDENTIALITY:** Tenant agrees that this Lease and all communications between the parties may be subject to the Sunshine Laws and public records requirements of the State of Florida.

**SECTION 22.14 INDEPENDENT COVENANTS: :** The Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice, demand, setoff, counterclaim, deduction or defense and, except as otherwise expressly provided herein, without abatement or suspension. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Guaranteed Minimum Rent, Additional Rent and other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

**SECTION 22.15 SURVIVAL:** Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation before the commencement of the Lease Term or after the expiration of the Lease Term shall be binding and enforceable notwithstanding that payment or performance is not within the Lease Term, and the same shall survive.

**SECTION 22.16 TIME OF ESSENCE:** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

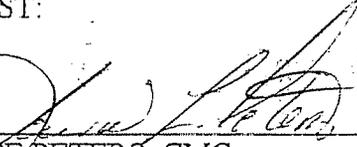
**SECTION 22.17 JURY TRIAL:** The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either Landlord or Tenant against the other with respect to any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage. The parties acknowledge that this provision is a material inducement to their respective execution of this Lease.

**SECTION 22.18 ATTORNEY'S FEES:** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover for fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions contained herein, Tenant agrees to pay all attorney's fees and court costs reasonably incurred.

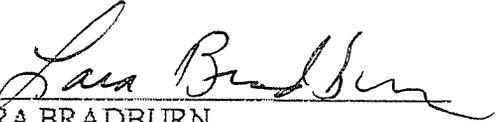
**REST OF PAGE INTENTIONALLY LEFT BLANK  
SEE NEXT PAGE FOR SIGNATURES**

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, under seat, as of the day and year first written above. Signed, sealed and delivered in the presence of:

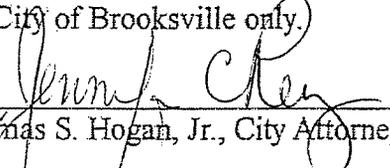
ATTEST:  
(Seal)

By:   
JANICE PETERS, CMC  
as its City Clerk

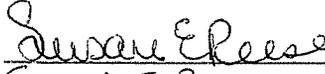
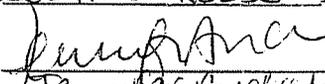
LANDLORD:  
CITY OF BROOKSVILLE, Florida

By:   
LARA BRADBURN,  
as its Mayor

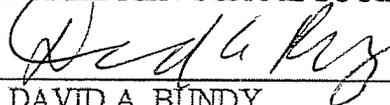
Approved as to legal form for the reliance of  
the City of Brooksville only.

By:   
Thomas S. Hogan, Jr., City Attorney

WITNESSES AS TO TENANT:

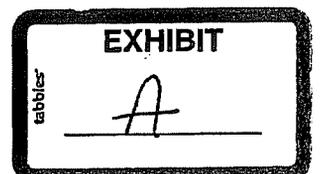
  
SUSAN E. REESE (printed name)  
  
Jennifer Archer (printed name)

TENANT:  
THE CHILDREN'S HOME SOCIETY

  
By: DAVID A. BUNDY,  
Its: President

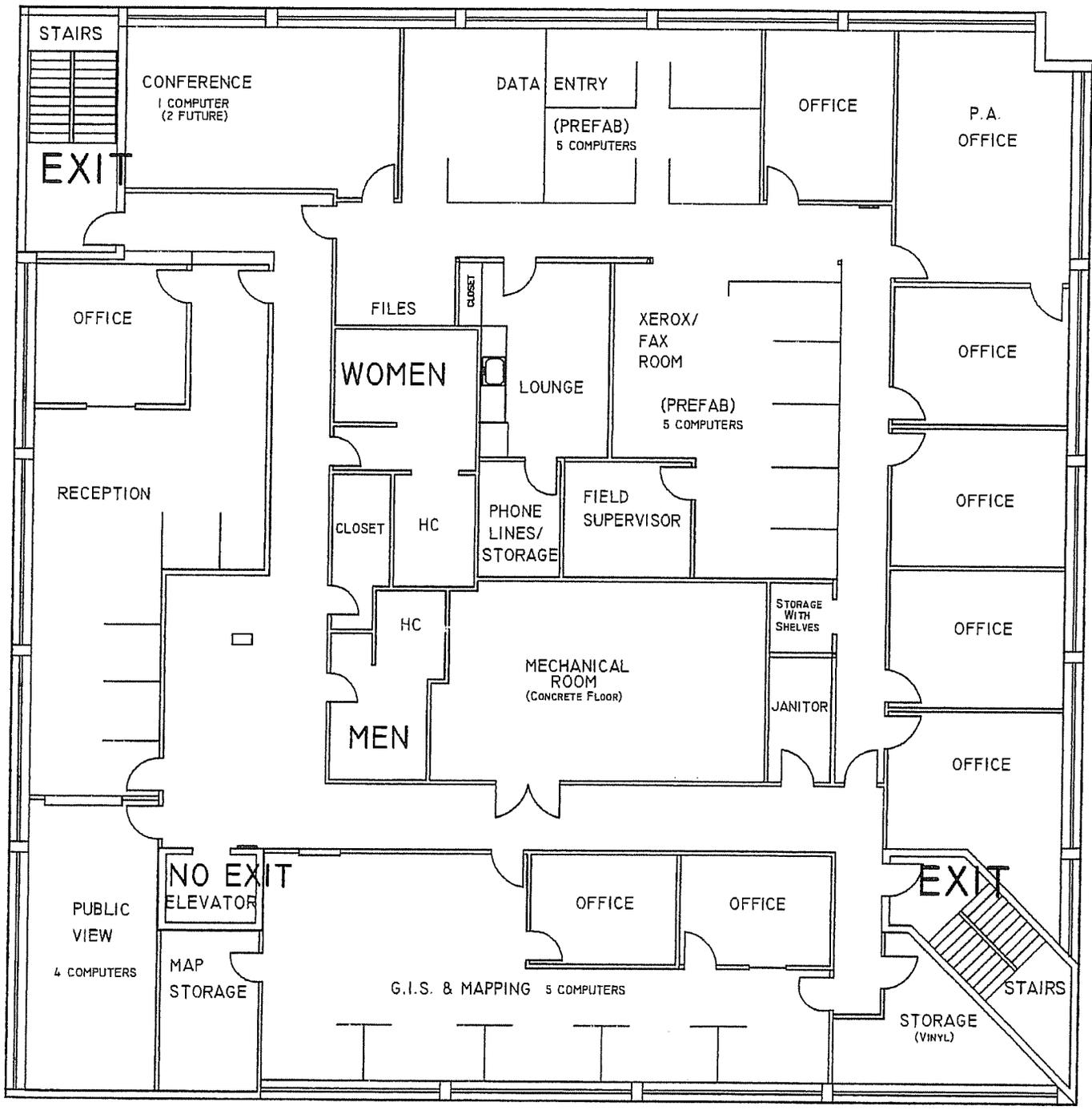
OVERALL DESCRIPTION:

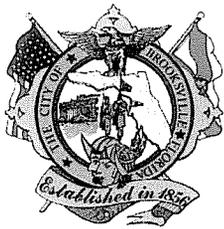
Commencing at the Northeast corner of Block 4 as shown by Havron and Burwell survey, a plat of the original town of Brooksville, Florida, and run N. 18° 13' 22" E., along the Westerly right-of-way line of Howell Avenue a distance of 39.50 feet to a point on the Northerly right-of-way line of Bayport Road, said Point being the Point of Beginning of this description; from said Point of Beginning, run Easterly along the Northerly right-of-way line of Bayport Road the following 3 (three) courses: thence S. 86° 44' 54" W., 106.08 feet; thence S. 16° 02' 22" W., 11.09 feet; thence S. 87° 37' 46" W., 247.32 feet to an iron pin; thence leaving said North right-of-way line run N. 02° 10' 40" W., 110.50 feet to an iron pin; thence S. 31° 11' 46" W., 6.71 feet to an iron pin; thence N. 87° 50' 26" W., 4.74 feet to an iron pin; thence N. 18° 15' 44" E., 95.04 feet to a concrete monument; thence N. 17° 17' 56" E., 97.36 feet to a concrete monument; thence N. 19° 00' 19" E., 46.33 feet to a concrete monument; thence N. 87° 36' 38" E., 399.43 feet to an iron pin on the Westerly right-of-way line of Howell Avenue; thence S. 17° 58' 40" W., along said Westerly right-of-way line 85.06 feet to a nail and disk in concrete; thence leaving said Westerly right-of-way line run S. 86° 04' 52" W., 94.32 feet to an iron pin; thence S. 02° 23' 21" E., 45.24 feet to a "X" in concrete; thence S. 87° 36' 42" W., 103.47 feet to an iron pin; thence S. 02° 44' 13" E., 22.48 feet to an iron pin; thence N. 87° 49' 30" E., 172.07 feet to a nail and disk in concrete, said point being on the Westerly right-of-way line of Howell Avenue; thence along said Westerly right-of-way line 177.75 feet to the Point of Beginning. Subject to all easements, rights-of-way and restrictions of record, if any.





# THIRD FLOOR





AGENDA ITEM NO. G-1  
12/19/11

## AGENDA ITEM MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**VIA:** JENNENE NORMAN-VACHA, CITY MANAGER   
**FROM:** GEORGE B. TURNER, CHIEF OF POLICE   
**SUBJECT:** ORDINANCE NO. 770-B - PROPOSED AMENDMENTS TO THE BROOKSVILLE POLICE OFFICER'S RETIREMENT PLAN AND TRUST  
**DATE:** DECEMBER 6, 2011

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**GENERAL SUMMARY/BACKGROUND:** Council, at its December 5<sup>th</sup> meeting, approved the first reading of the proposed amendment which incorporates revisions to the Florida Statutes which were passed into law by the Florida Legislature as Chapter 2011-216 (SB 1128). This law excludes accumulated sick and vacation leave earned after July 1, 2011 from the definition of compensation for pension purposes. Additionally, after July 1, 2011, overtime included in the pension must be limited to 300 hours. The law made no changes to time earned before July 1, 2011.

In your packet is the red-lined amendment as discussed by the City's attorney and the Board attorney. This is not a substantial revision therefore does not require a second 1<sup>st</sup> reading.

**Article 2.23** – Salary/Compensation has been modified to include this new language.

 **BUDGET IMPACT:** Foster & Foster Actuarial Consultants have reviewed the proposed ordinance changes and provided the accompanying Actuarial Impact Statement comparing the impact on the Total Required Contribution (per Florida Statutes Chapter 112), and the required City contribution, resulting from the implementation of the changes.

 **LEGAL REVIEW:** Pursuant to Fla.Stat.185.06(4), the sole and exclusive administration of, and the responsibility for, the proper operation of the retirement trust fund and for making effective the provisions of the statute are vested in the board of trustees of the plan; however, nothing within the statute shall empower a plan's board of trustees to amend the provisions of a retirement plan without the approval of the municipality. Therefore, the City Council has the authority to consider for approval ordinance changes which amend provisions of the retirement plan. The City Attorney has reviewed the proposed Ordinance 770-B and finds it in good legal form.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve said amendments to the Brooksville Police Officers Retirement Plan and Trust upon 2<sup>nd</sup> reading.

**ATTACHMENTS:** 1. Letter from Board Attorney dated 08/24/11  
2. Actuarial Impact Statement

**ORDINANCE NO. 770-B**

**AN ORDINANCE OF CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE POLICE OFFICERS RETIREMENT TRUST FUND ADOPTED PURSUANT TO ORDINANCE NO. 770, AS SUBSEQUENTLY AMENDED; AMENDING ARTICLE 2.23, SALARY/COMPENSATION; ADOPTING AN AMENDED AND RESTATED PLAN DOCUMENT; PROVIDING FOR CONFLICT, REPEAL AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Brooksville has an established Retirement Plan and Trust for the Police Officers of the City of Brooksville; and

**WHEREAS**, the City Council and the Trustees of the City of Brooksville Police Officers Pension Plan desire to amend, clarify and restate the provisions of the Retirement Plan and Trust for the Police Officers of the City of Brooksville.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:**

**SECTION 1. AMENDED PROVISIONS.** The City of Brooksville Retirement Plan and Trust for the Police Officers, adopted pursuant to Ordinance No. 770, is hereby amended as follows:

**Article 2.23 Salary/Compensation.**

“Compensation” or “salary” means the total cash remuneration paid to a Police Officer for services rendered including overtime payments which are limited to not more than 300 hours per calendar year, but not including any payments for extra duty or a special detail work performed on behalf of a second party employer. No hours of unused sick or vacation leave which are earned on and after July 1, 2011 will be included in the final average salary calculation; any unused sick and vacation leave earned before July 1, 2011 which are paid after that date may be included in the final average salary calculation. For sick and vacation leave earned before July 1, 2011, the 300 hour limitation on overtime shall not apply in the event that the municipality declares an emergency (for example, hurricane, tornado, tropical storm or other natural or man-made emergency); after July 1, 2011, the 300 hour overtime limitation is applied in all cases. The changes to the definition of “Salary/Compensation” effective July 1, 2011 are not applicable to any participants who are eligible for normal retirement on July 1, 2011. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code shall not be included as salary/compensation for purposes of the Plan. Beginning with salary/compensation after December 31, 2008, and pursuant to Internal Revenue Code Section 414(u)(7), the definition of salary/compensation includes amounts paid by the City as differential wages to members who are absent from employment while in qualified military service.

**SECTION 2. AMENDED AND RESTATED PLAN.** Ordinance No. 770 of the City of Brooksville, as amended by SECTION 1 of this Ordinance, is hereby amended and restated as set forth in the document attached as Exhibit A entitled “Brooksville Police Pension Fund Pension Plan Document.”

**SECTION 3. CONFLICT AND REPEALER.** All Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 4. SEVERABILITY.** If any article, section, subsection, sentence, clause or phrase of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate and distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption.

**CITY OF BROOKSVILLE**

By: \_\_\_\_\_  
Joseph E. Johnston, III, Mayor

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

PASSED on First Reading \_\_\_\_\_ December 5, 2011 \_\_\_\_\_  
NOTICE Published on \_\_\_\_\_ December 16, 2011 \_\_\_\_\_  
PASSED on Second & Final Reading \_\_\_\_\_

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

VOTE OF COUNCIL:

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

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Hohn \_\_\_\_\_  
Johnston \_\_\_\_\_

THE LAW OFFICES OF  
**PERRY & JENSEN, LLC**

---

ANN H. PERRY  
aperry@perryjensenlaw.com

BONNI SPATARA JENSEN  
bsjensen@perryjensenlaw.com

August 24, 2011

**VIA EMAIL**

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

Re: Retirement Plan and Trust for the Police Officers  
of the City of Brooksville  
**Proposed Amendment: SB 1128**  
Our File No.: 0233.0050

---

Dear Ms. Norman-Vacha:

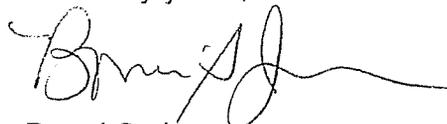
On behalf of the Board of Trustees of the Retirement Plan and Trust for the Police Officers of the City of Brooksville, enclosed is a proposed amendment to the Pension Plan. The amendment incorporates revisions to the Florida Statutes which were passed into law by the Florida Legislature as Chapter 2011-216 (SB 1128). This law excludes accumulated sick and vacation leave earned after July 1, 2011 from the definition of compensation for pension purposes. Additionally, after July 1, 2011, overtime included in the pension must be limited to 300 hours. The law made no changes to time earned before July 1, 2011.

Article 2.23 has been modified to include this new language.

Enclosed is an actuarial impact statement dated August 16, 2011, which shows that, as a result of these changes, the cost of the Plan has decreased. Please place this amendment on the next City Council Agenda.

If you have any questions regarding this or any other matter, please do not hesitate to contact my office.

Sincerely yours,



Bonni S. Jensen

BSJ/ks  
Enclosure  
ECopy to: Board of Trustees

CITY OF BROOKSVILLE  
POLICE OFFICERS' RETIREMENT PLAN AND TRUST

ACTUARIAL IMPACT STATEMENT

August 16, 2011  
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following changes:

- 1.) Eliminate the inclusion of lump sum sick and vacation payouts attributable to service after July 1, 2011 in the definition of pensionable compensation.
- 2.) Eliminate the inclusion of overtime in excess of 300 hours per year after July 1, 2011 in the definition of pensionable compensation.

The cost impact, determined as of October 1, 2010, as applicable to the plan/fiscal year ending September 30, 2011, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution % of Total Annual Payroll	39.4%	37.5%
Less Member Cont.	1.0%	1.0%
Equals Required City & State % of Total Annual Payroll	38.4%	36.5%
Estimated State Contribution % of Total Annual Payroll	123,439 12.9%	123,439 12.9%
Balance From City % of Total Annual Payroll	25.5%	23.6%

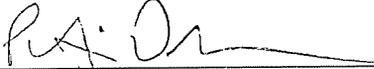
\* In order to determine the impact of Item 1 above, we needed to make a couple of assumptions. The first assumption is whether the "amount of accrued unused sick and vacation leave" is a dollar amount or a number of hours. The assumption made in this Impact Statement is that it is the number of hours. The second assumption relates to the number of hours of leave time that will be payable at the time each Police Officer retires. In order to make this determination, the accrued sick and vacation time for each Police Officer was provided to us as of July 1, 2011. The assumption made in this Impact Statement is that when each individual retires at a future date, their projected pensionable compensation will be increased by the current number of sick and vacation hours on the books. Previously, the expected amount of sick and vacation payout was 25% of the final year's salary. With the proposal, the amount is estimated on an individual basis. Please note that, if necessary, we will update the projected payouts each year when we prepare the actuarial valuation report.

CITY OF BROOKSVILLE  
POLICE OFFICERS' RETIREMENT PLAN AND TRUST

ACTUARIAL IMPACT STATEMENT

August 16, 2011  
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

 8/16/11  
\_\_\_\_\_  
Patrick T. Donlan EA, MAAA  
Enrolled Actuary #11-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.

\_\_\_\_\_  
Chairman, Board of Trustees

## Comparative Summary of Principal Valuation Results

	<u>New Benefits</u> <u>10/1/2010</u>	<u>Old Benefits</u> <u>10/1/2010</u>
<b>A. Participant Data</b>		
Number Included		
Actives	21	21
Service Retirees	0	0
Beneficiaries	0	0
Terminated Vested	6	6
Disability Retirees	0	0
DROP Retirees	0	0
Total	27	27
Valuation Annual Payroll	\$959,684	\$959,684
Covered Annual Payroll	959,684	959,684
Annual Rate of Payments to:		
Service Retirees	0	0
Beneficiaries	0	0
Terminated Vested	0	0
Disability Retirees	0	0
DROP Retirees	0	0
<b>B. Assets</b>		
Actuarial Value	3,102,669	3,102,669
Market Value	3,013,630	3,013,630
<b>C. Liabilities</b>		
Present Value of Benefits		
Active Members		
Retirement Benefits	3,657,072	3,775,647
Disability Benefits	164,115	169,622
Death Benefits	76,261	76,568
Termination Benefits	491,651	507,859
Service Retirees	0	0
Beneficiaries	0	0
Terminated Vested	2,940	2,940
Disability Retirees	0	0
DROP Retirees	0	0
Excess State Monies Reserve	9,465	9,465
Contribution Surplus Account	1,156,325	1,156,325
Total	5,557,829	5,698,426

	New Benefits <u>10/1/2010</u>	Old Benefits <u>10/1/2010</u>
C. Liabilities - (Continued)		
Present Value of Future Salaries	7,792,855	7,792,855
Present Value of Future Member Contributions	77,929	77,929
Sponsor Normal Cost (Aggregate Cost Method)	292,754	310,069
Present Value of Future Normal Costs (Entry Age Normal)	N/A	N/A
Actuarial Accrued Liability	N/A	N/A
Unfunded Actuarial Accrued Liability (UAAL)	N/A	N/A
D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives	2,940	2,940
Actives	645,682	663,418
Member Contributions	40,377	40,377
	<hr/>	<hr/>
Total	688,999	706,735
Non-vested Accrued Benefits	519,313	534,689
	<hr/>	<hr/>
Total Present Value Accrued Benefits	1,208,312	1,241,424
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	(23,690)	
Method Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	0	
	<hr/>	
Total:	(23,690)	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 10/1/2010 <u>9/30/2011</u>	Old Benefits 10/1/2010 <u>9/30/2011</u>
E. Pension Cost		
Sponsor Normal Cost (with interest) % of Projected Annual Payroll*	31.6	33.5
Administrative Expense (with interest) % of Projected Annual Payroll*	4.9	4.9
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/10) % of Projected Annual Payroll*	0.0	0.0
Sponsor Required Contribution % of Projected Annual Payroll*	36.5	38.4

\* Contributions developed as of 10/1/10 are expressed as a percentage of projected annual payroll at 10/1/10 of \$959,684

ACTUARIAL ASSUMPTIONS AND FUNDING METHODS  
(Page 1)

Assumptions

Mortality Rates

RP 2000 Combined Healthy Mortality Table. Disableds set forward 5 years.

Termination Rates

Select Rates

Year	<u>1</u>	<u>3</u>	<u>5</u>	<u>7</u>	<u>9</u>
Male	15.0%	8.5%	6.0%	5.2%	4.3%
Female	10.0%	8.5%	7.0%	5.7%	4.7%

Ultimate Rates

Age	<u>25</u>	<u>35</u>	<u>45</u>	<u>55</u>
Male	4.28%	3.12%	2.88%	0
Female	5.41%	4.03%	3.67%	0

Disability Rates

Age	<u>25</u>	<u>35</u>	<u>45</u>	<u>55</u>
Male	0.07%	0.12%	0.46%	1.00%
Female	0.04%	0.12%	0.43%	0.84%

Retirement Rates

	Age <u>50</u>	<u>51</u>	<u>52</u>	<u>53</u>	<u>54</u>	<u>55</u>
Hired After Age 35	15%	15%	15%	15%	15%	100%
Hired at 34	15%	15%	15%	15%	40%	100%
Hired at 33	15%	15%	15%	40%	15%	100%
Hired at 32	15%	15%	40%	15%	15%	100%

	Service <u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>
Hired Before 32	50%	20%	20%	100%

Interest Rate

7.5% per year, compounded annually, gross of investment related expenses.

ACTUARIAL ASSUMPTIONS AND FUNDING METHODS  
(Page 2)

Assumptions

<u>Salary Increases</u>	Year	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5 &amp; Up</u>
		8.0%	7.0%	6.0%	5.5%	5.20%

Final Average Salary is increased individually to account for additional non-regular compensation.

Payroll Increase

N/A.

Cost of Living Adjustments

3.0% per year from age 55 to 65, for Normal and Early Retirees only.

Administrative Expenses

\$45,100 annually.

Termination Benefit Assumptions

Vested Participants are assumed to elect a deferred benefit, except that Participants that are under age 40 or have less than 15 years of service are assumed to elect a refund of contributions with interest.

In-Line-of-Duty Death Rate

75% of all deaths are assumed to be in the line of duty.

Funding Method

Aggregate Actuarial Cost Method.

SUMMARY OF PLAN PROVISIONS  
(Through 770)

<u>Date of Latest Restatement</u>	October 3, 2005
<u>Eligibility</u>	Employees who are classified as full-time Police Officers hired after January 1, 1996, shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Police Officer.
<u>Salary</u>	W-2 Earnings, plus tax deferred, tax sheltered and tax exempt income (overtime limited to not less than 300 hours per calendar year).
<u>Average Final Compensation</u>	Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	1.0% of Salary.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any.
<u>Normal Retirement</u>	
Date	Earlier of age 55 and 6 years of Credited Service, or 20 years of Credited Service regardless of age.
Benefit	4.0% of Average Final Compensation times Credited Service
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 and 6 Years of Credited Service.

Benefit	Accrued benefit, reduced 3% per year.
<u>Cost of Living Adjustment</u>	3% increase each January 1 from age 55 through age 65.
<u>Vesting</u>	
Schedule	100% after 6 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.
<u>Disability</u>	
Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	Benefit accrued to date of disability, but not less than 42% of Average Final Compensation (Service Incurred).
Duration	Payable for life, with 120 payments guaranteed, or until recovery (as determined by the Board; options available).
<u>Death Benefits</u>	
Pre-Retirement	
Line-of-Duty	
Vested	Maximum of monthly accrued benefit or 75% of Salary payable to designated beneficiary for life of beneficiary.
Non-Vested	75% of Salary payable for life of beneficiary.

Non Line-of-Duty

Vested

Monthly accrued benefit payable to designated beneficiary for 10 years at member's otherwise Normal, or Early (reduced), Retirement Date.

Non-Vested

Refund of accumulated contributions, without interest.

Post-Retirement

Benefits payable to beneficiary in accordance with option selected at retirement.

Board of Trustees

- a. Two Commission appointees,
- b. Two Members of the Department elected by the active members of the Plan, and
- c. Fifth Member elected by other 4 and appointed by Commission.

Deferred Retirement Option Plan

Eligibility

Satisfaction of Normal Retirement requirements.

Participation

Not to exceed the earlier of 60 months or the completion of 25 years of service with the City as a Police Officer.

Rate of Return

At Member's election: 6.5% or Net Investment Return

Distribution

Cash lump sum (options available) at termination of employment.



St Petersburg Times Order Confirmation for Ad # 1003652511-01

CITY OF BROOKSVILLE,  
201 Howell Avenue,(Attn: Janice Peters  
BROOKSVILLE FL 34601 USA

Sales Rep  
dalmeida

Line Ad Proof

**NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City Council of the City of Brooksville, Florida, will hold a public hearing on Monday, December 19, 2011, at 7:00 p.m., in the City Council Chambers, 201 Howell Ave. (located at the corner of Howell Ave. and Ft. Dade Ave.) for the second public hearing of Ordinance No. 770-B. The ordinance in its entirety may be inspected at the office of the City Clerk during regular working hours.

**AN ORDINANCE OF CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE POLICE OFFICERS RETIREMENT TRUST FUND ADOPTED PURSUANT TO ORDINANCE NO. 770, AS SUBSEQUENTLY AMENDED; AMENDING ARTICLE 2.23, SALARY/COMPENSATION; ADOPTING AN AMENDED AND RESTATED PLAN DOCUMENT; PROVIDING FOR CONFLICT, REPEAL AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

All persons wishing to be heard, please take notice and govern yourselves accordingly. You are further advised that if a person decides to appeal any decision with respect to any matter considered at these proceedings, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3810.

s/Janice L. Peters

By: Janice L. Peters, CMC  
City Clerk

FILE: 2011-42

PUBLISH: Friday, December 9, 2011

(003652511)

Account # 1000491058

Phone 352-540-3853

Fax

EMail

GROSS Amount \$14.20

Tax Amount \$0.00

Total Net Amount \$14.20

Payment Amount (\$0.00)

Amount Due \$14.20

Ad # 1003652511-01 Ad Type C-Liner Ad Size 2.0 X 34 Li

Pick Up # Color : <NONE>

PO # 2011-42 Proofs 0 Tear Sheets 0

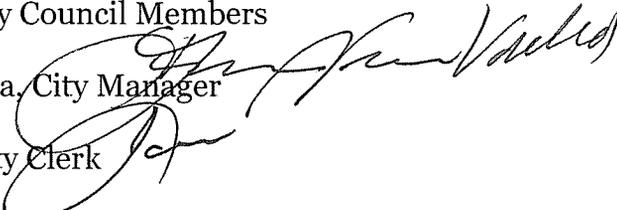
Tagline/Invoice Text Notice of Public Hearing

<u>Edition(s)</u>	<u>Placement/Position</u>	<u>Total Inserts</u>	<u>Run Dates</u>
C-HE/CI::	LEG101 - Legal Ads -	1	12/9/2011
C-HE/CI INT::	LEG101 - Legal Ads -	1	12/9/2011



## AGENDA ITEM MEMORANDUM

**To:** Honorable Mayor and City Council Members

**Via:** T. Jennene Norman-Vacha, City Manager 

**From:** Janice L. Peters, CMC, City Clerk 

**Subject:** Resolution No. 2011-14 FDOT Closure for the 2012 Florida Blueberry Festival

**Date:** December 2, 2011

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**GENERAL INFORMATION:** On November 7<sup>th</sup>, Council approved the site plan for the 2012 Florida Blueberry Festival. Staff will need to submit a Road Closure Permit to the State of Florida FDOT, along with a Resolution, upon approval by Council, for closure of Jefferson and Broad Streets. The dates and times of closure are as follows:

Friday, May 4, 2012 at 6:15 until 8:00 PM for the Parade

Saturday, May 5, 2012 at 12:00 AM until 5:00 PM on Sunday, May 6, 2012

 **BUDGET IMPACT:** There is no budget impact associated with approval of this Resolution.

 **LEGAL NOTE:** The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events.

**STAFF RECOMMENDATION:** Staff recommends Council consideration for approval of Resolution No. 2011-14.

**ATTACHMENT:** Resolution No. 2011-14

RESOLUTION NO. 2011-14

RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN MAIN STREET AND BELL AVENUE IN DOWNTOWN BROOKSVILLE ON FRIDAY, MAY 4, 2012 FROM 6:15 UNTIL 8:00 PM THEN 12:00 AM ON SATURDAY MAY 5, 2012 THROUGH 5:00 PM ON SUNDAY, MAY 6, 2012; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City wishes to promote businesses in and to draw visitors to the downtown area; and,

WHEREAS, the City wishes to support the Blueberry Festival that will bring visitors to the City and to the downtown area; and,

WHEREAS, pursuant to the City of Brooksville Code of Ordinances, Section 74-1(b) and Section 74-165(a), the City Council may close streets for events; and,

WHEREAS, the Florida Blueberry Festival Committee has been approved for a right-of-way closure and use permit and provided liability insurance in an amount appropriate for the event.

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

**SECTION 1. STREET CLOSURES.** The City Council recognizes the closure of the following Brooksville roadway segments to street traffic is necessary for public safety during the Florida Blueberry Festival; and the City Council authorizes the following closures for the date of the event:

Jefferson Street, from Lemon Street to just south of Bell Avenue  
Main Street, from Jefferson Street to Broad Street  
Broad Street, from Lemon Street to just south of Bell Avenue  
Ft. Dade Avenue from Lemon Street to and including Oakland  
Howell Avenue at Ft. Dade to include the Library Parking Lot  
Liberty Street, from Lemon to Magnolia

**SECTION 2. 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.

**SECTION 3. 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.

**SECTION 4. EFFECTIVE DATE.** This resolution shall take effect immediately upon adoption by the City Council.

ADOPTED this 5<sup>th</sup> day of December, 2011.

**CITY OF BROOKSVILLE**

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

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

  
\_\_\_\_\_  
Thomas S. Hogan, Jr., City Attorney

VOTE OF CITY COUNCIL

Bernardini    \_\_\_  
Bradburn      \_\_\_  
Burnett       \_\_\_  
Hohn          \_\_\_  
Johnston      \_\_\_

## REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.  
 2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.  
 3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION <b>FLORIDA BLUEBERRY FESTIVAL</b>		PERSON IN CHARGE <b>MS. MICHAEL HEARD</b>		DATE <b>NOVEMBER 22, 2011</b>
ADDRESS OF ORGANIZATION <b>201 HOWELL AVENUE, BROOKSVILLE, FL 34601</b>			MAILING ADDRESS <b>(P.O. BOX 308, BROOKSVILLE, FL 34605)</b>	
TELEPHONE NUMBER <b>(352) 754-4173</b>				
TITLE OF EVENT <b>FIRST ANNUAL FLORIDA BLUEBERRY FESTIVAL</b>				
DATE OF EVENT <b>May 4-6, 2012</b>	STARTING TIME OF EVENT <b>6:30 P.M. Parade on 5/4</b>	DURATION OF EVENT (APPROX) <b>2 DAYS</b>	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) <b>6:15 -8:00 PM ON 5/04/12 then 12:00A.M. 5/5 - 5:00 P.M. 5/6</b>	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC – INCLUDE MAPS) <b>U.S. HWY. 41 (BROAD STREET) FROM LEMON STREET TO JUST SOUTH OF BELL AVENUE; JEFFERSON STREET FROM LEMON STREET TO JUST SOUTH OF BELL AVENUE; LIBERTY FROM LEMON TO NORTH OF MAGNOLIA; ALL STREETS WITHIN BOUNDARIES FROM LEMON STREET TO BELL AVENUE INCLUDING FT. DADE FROM LEMON TO BELL, LEMON, MAIN AND MAGNOLIA FROM LIBERTY TO FT. DADE; HOWELL AVENUE AT FT. DATE TO INCLUDE THE LIBRARY PARKING LOT AND OAKLAND AT FT. DADE.</b>				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES – INCLUDE MAPS) <b>SEE ATTACHED</b>				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO ) <b>CITY OF BROOKSVILLE POLICE DEPARTMENT</b>				
SPECIAL CONDITIONS <b>Friday, May 4, 2012 - Streets will close from 6:15 P.M. until 8:00 P.M. for the Parade.</b> <b>Saturday, May 5, 2012 Streets will close from 12:00 A.M. until 5:00 PM on Sunday, May 6, 2012</b>				
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) <b>GEORGE TURNER, CHIEF OF POLICE</b>		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL _____, MAYOR		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

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: \_\_\_\_\_  
Permittee

Place Corporate Seal

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Attested

Department of Transportation Approval: This Request is Hereby Approved

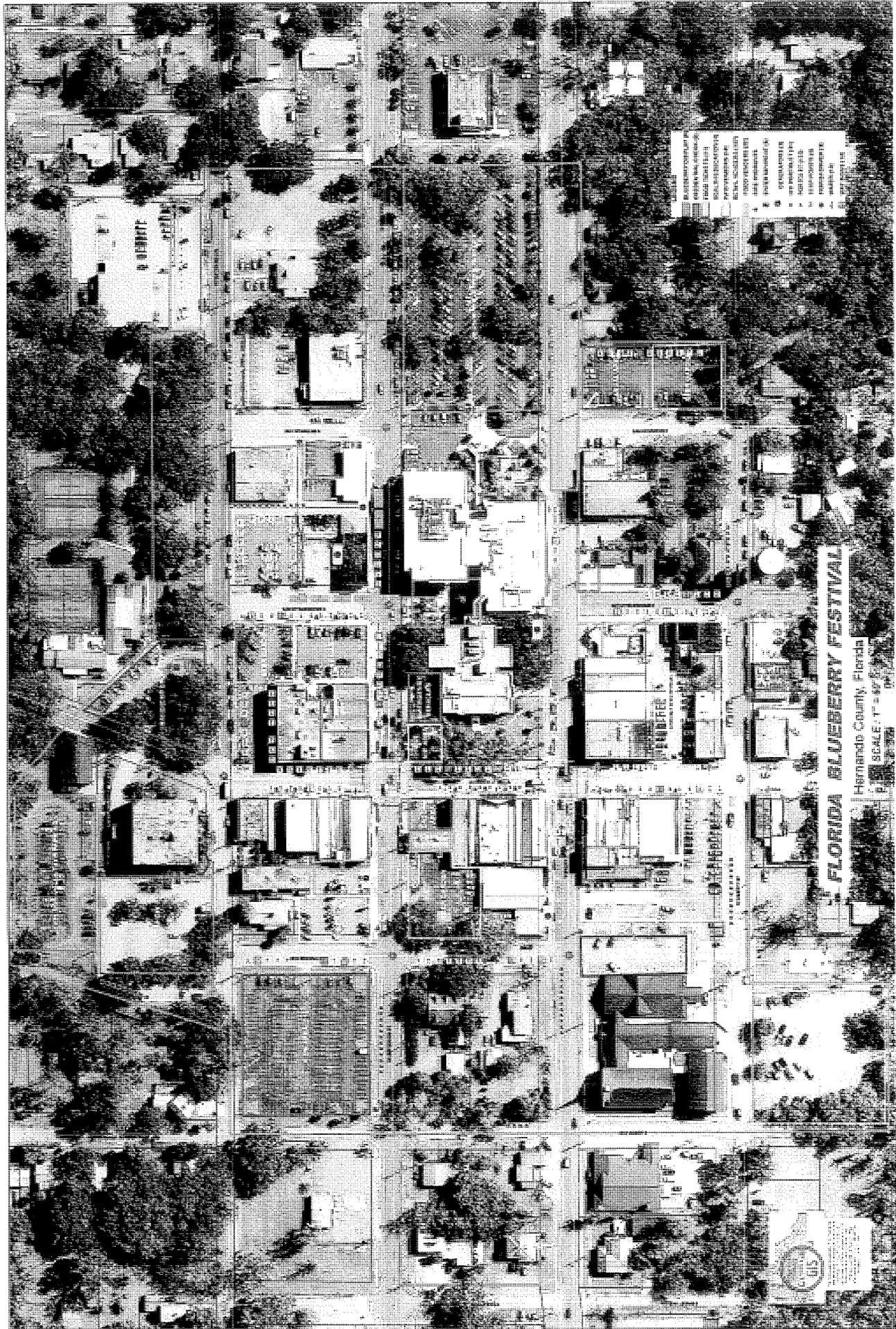
Recommended for approval \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
District Secretary or Designee

DISTRIBUTION: Original – Permittee  
1<sup>st</sup> copy – District Maintenance Office  
2<sup>nd</sup> copy – Local Maintenance Engineer







1. ALL DISTRICTS ARE TO BE CONSIDERED AS ONE DISTRICT.  
 2. ALL DISTRICTS ARE TO BE CONSIDERED AS ONE DISTRICT.  
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 8. ALL DISTRICTS ARE TO BE CONSIDERED AS ONE DISTRICT.  
 9. ALL DISTRICTS ARE TO BE CONSIDERED AS ONE DISTRICT.  
 10. ALL DISTRICTS ARE TO BE CONSIDERED AS ONE DISTRICT.

**FLORIDA BLUEBERRY FESTIVAL**

Hammond County, Florida

SCALE: 1" = 50'





## AGENDA ITEM MEMORANDUM

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager  
**From:** Janice L. Peters, CMC, City Clerk  
**Subject:** Resolution No. 2011-16 Flavored Tobacco Products  
**Date:** December 2, 2011

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**GENERAL INFORMATION:** In support of Tobacco Free Hernando Partnership and Students Working Against Tobacco regarding the sale of candy flavored tobacco, staff, at Councils direction, brings forward Resolution No. 2011-16. This resolution urges local retailers who sell tobacco products, where youth have access to their store or products, to consider cessation of the sale and marketing of all flavored tobacco products in order to reduce the exposure and use of tobacco products to City of Brooksville youth.

**BUDGET IMPACT:** There is no budget impact associated with approval of this Resolution.

**LEGAL NOTE:** The City Council has home-rule authority (Article VIII, 2(b), Florida Constitution and Section 166.041, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

**STAFF RECOMMENDATION:** Staff recommends Council approval of Resolution No. 2011-16.

**ATTACHMENT:** Resolution No. 2011-16

**RESOLUTION NO. 2011-16**

**A RESOLUTION OF THE CITY OF BROOKSVILLE,  
FLORIDA, URGING TOBACCO RETAILERS TO STOP  
THE SALE AND MARKETING OF FLAVORED TOBACCO  
IN THE CITY OF BROOKSVILLE.**

**WHEREAS**, tobacco use is the number one cause of preventable death in the United States, and almost 90 percent of tobacco users started before they were 18 years old; and,

**WHEREAS**, research from the Harvard School of Public Health found that tobacco manufacturers are targeting youth with flavored products that make the harsh and toxic properties found in tobacco smoke and spit residue; and,

**WHEREAS**, the Surgeon General has concluded that tobacco advertising greatly contributes to youth smoking rates. Each day, more than 4,000 young people try smoking for the first time, and another 2,000 youth become regular daily smokers; and,

**WHEREAS**, an estimated one-third of adolescent experimentation with smoking can be directly attributed to tobacco advertising and promotion activities; and,

**WHEREAS**, tobacco manufacturers are banned from directly or indirectly targeting youth in advertising, marketing and promotion of tobacco products aimed at initiating, maintaining or increasing youth use of tobacco in accordance with the 1998 Master Settlement Agreement; and,

**WHEREAS**, tobacco companies use youth-oriented colorful and stylish packaging, and exploit adolescents' attraction to candy flavors with names such as "Mandarin Mint", "Winter Warm Toffee", and "Twista Chill"; and,

**WHEREAS**, flavored tobacco products are defined as loose tobacco, snuff flour, plug and twist tobacco, fine cuts, long cuts, chewing tobaccos, dissolvable tobaccos, snus, shisha tobaccos, cigarettes, cigarillo, cigars, other smoking and snuffing products, and all other forms of tobacco products, that contain any product or additive, either artificial or natural, that is designed to be a characterizing flavor of either the tobacco product or the byproduct it produces.

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

**SECTION 1.** That the City of Brooksville City Council urges all local retailers who sell tobacco products, where youth have access to their store or products, to consider cessation of the sale and marketing of all flavored tobacco products in order to reduce the exposure and use of tobacco products to City of Brooksville youth.

**SECTION 2.** That the City of Brooksville City Council urges all parents and other persons in the position of advising or counseling youth in the City of Brooksville to educate youth to the addictive and harmful effects of flavored tobacco products, so that youth are not misled into believing that flavored tobacco products are safe and non-addictive, by advertising, packaging or sweet flavors..

ADOPTED in regular session this 19<sup>th</sup> day of December, 2011, A.D.

**CITY OF BROOKSVILLE**

BY: \_\_\_\_\_  
Joseph E. Johnston, III, Mayor

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

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

VOTE OF CITY COUNCIL

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Hohn \_\_\_\_\_  
Johnston \_\_\_\_\_

\_\_\_\_\_  
Thomas S. Hogan, Jr., City Attorney



AGENDA ITEM NO. H-3  
12/19/11

## AGENDA ITEM MEMORANDUM

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager  
**From:** Janice L. Peters, CMC, City Clerk  
**Subject:** Florida League of Cities Action Committees  
**Date:** December 12, 2011

---

**GENERAL INFORMATION:** On December 5<sup>th</sup>, Council directed staff to contact the Florida League of Cities (FLC) as to whether the City can appoint an alternate member for the committees.

Staff contacted FLC and they have indicated the following:

- Terms for the committees are for September – August, ending at the annual FLC meeting.
- All committees do meet at the same time. Council may designate a City staff member to attend in his/her place, but they are only allowed to observe and not actually serve on the Committee.
- The next meeting for Committees will be at the annual meeting in August 2012.

Council may wish to appoint representatives to this committee during June or July to better coincide with the FLC schedule.

**BUDGET IMPACT:** Expenses incurred by Council to attend are budgeted in Council's line items for Travel and Per Diem & Training and Education.

**LEGAL NOTE:** The City Council has home-rule authority (Article VIII, 2(b), Florida Constitution and Section 166.041, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

**STAFF RECOMMENDATION:** Staff seeks direction from Council.



# AGENDA ITEM MEMORANDUM

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

**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER

**FROM:** JANICE L. PETERS, CMC, CITY CLERK

**SUBJECT:** ADVISORY BOARD POSITIONS

**DATE:** DECEMBER 2, 2010

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**GENERAL SUMMARY/BACKGROUND:** The following advisory board positions are subject to appointment due to expiring terms and resignations. The vacancies were posted on the City's website as well as to the media.

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

**Beautification Board**

Three (3) full-time positions, one of which is currently vacant, to fill expiring 4-year terms of office through December 31, 2015.

James O. Batten	New Applicant
Tracy Frazier	Reapplying (Expiring Term)

**Cemetery Advisory Committee**

One (1) full-time position to fill an expiring 4-year term of office through December 31, 2015. Applicants must be a City resident or have a documented tie to the Brooksville Cemetery.

Kathleen Hudak	Reapplying (Expiring Term)
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**Parks and Recreation Advisory Board**

One (1) Alternate position to fill an expiring 4-year term of office through December 31, 2015.

Kelly Lee Lagedrost	New Applicant
---------------------	---------------

Planning & Zoning Commission

Three (3) full-time positions and one (1) alternate position to fill expiring 4-year terms of office through December 31, 2015. One (1) vacant alternate position to fill an unexpired 4-year term of office through December 31, 2013. Applicants must be a City resident.

Elmer Korbus	Reapplying (Expiring Term)
Ronald Lawson (Alternate)	Reapplying (Expiring Term)
Louise Taylor	Reapplying (Expiring Term)
John Wanat	Reapplying (Expiring Term)

fb

BUDGET IMPACT: None.

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

STAFF RECOMMENDATION:

Staff recommends appointment of members to the position vacancies as provided.

ATTACHMENT: Board Rosters  
Applications

## BEAUTIFICATION BOARD

The Beautification Board is appointed by City Council and consists of seven (7) voting members, a City Council Member and a Student Representative (1-year term). This board is responsible for the beautification of the City of Brooksville through education of the citizens, utilizing contests, information, award programs, etc. The Board Members serve for 4-year staggered terms of office, all expiring in December of their respective term, as amended by Policy No. 4-2008 adopted by City Council 10/6/2008 and are governed by Articles adopted by the Board and approved by City Council.

The following is a list of members of the Beautification Board, their terms of office, their home addresses and phone numbers:

**Scott Renz, Chairman**, 25180 Lake Lindsey Rd., Brooksville, 34601; 727-251-7353 (work); 544-2971 (home); Email: [captainscottycsa@yahoo.com](mailto:captainscottycsa@yahoo.com) . Mr. Renz was reappointed December 20, 2010, to a 4-year term of office through December 31, 2014.

**Sarah L. "Sally" Sperling, Vice Chairman**, 520 Oakhill Court, Brooksville, 34601; 797-7070 ext. 456 (work), 848-0696 (home) or 848-4583 (cell); Email: [sperling@tampabay.rr.com](mailto:sperling@tampabay.rr.com). Ms. Sperling was reappointed on January 7, 2008, to a 4-year term of office through December 31, 2012.

★ **Tracy Frazier**, 521 Colonial Drive, Brooksville, 34601; 797-7024 (work), 754-9516 (home); Email: [tmfseminole@tampabay.rr.com](mailto:tmfseminole@tampabay.rr.com) . Ms. Frazier was appointed February 2, 2009, to a vacant 4-year term of office through December 31, 2011.

★ **Lou Kavouras**, 14373 Daly Road, Brooksville, 34601; 796-7211 x-4606 (work), 796-5300 (home); Email: [Lou.Kavouras@swfwmd.state.fl.us](mailto:Lou.Kavouras@swfwmd.state.fl.us) (work), [DanKavouras@bellsouth.net](mailto:DanKavouras@bellsouth.net) (home). Ms. Kavouras was reappointed January 8, 2007, to a 4-year term of office through December 31, 2011.

Not Reappointing

**Kim Lemon**, 400 South Brooksville Ave, Brooksville, 34601; 262-331-4009 (home); Email: [kimmyl1@live.com](mailto:kimmyl1@live.com). Ms. Lemon was appointed on December 20, 2010, to a 4-year term of office through December 31, 2014.

✦ **VACANT**, due to resignation of Isha McCarty, through December 31, 2011.

**Bonnie Meriwether**, 6119 Soffel Drive, Brooksville, 34602; 813-215-7372 (work), 813-765-5328 (cell); Email: [bonnie@campoengineering.com](mailto:bonnie@campoengineering.com) . Ms. Meriwether was appointed September 21, to a vacant 4-year term of office through December 31, 2012.

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### Ex-Officio & Support Staff:

**Joe Bernardini**, Council Member, City Council Liaison (non-voting), 201 Howell Avenue, Brooksville, FL 34601; 540-3810 (work); Email: [jbernardini@cityofbrooksville.us](mailto:jbernardini@cityofbrooksville.us) . Mr. Bernardini was re-appointed December 20, 2010.

**Lindsay Morgan**, Secretary to the Board, 201 Howell Avenue, Brooksville, FL 34601; 540-3810, ext. 37163 (work); Email: [lmorgan@cityofbrooksville.us](mailto:lmorgan@cityofbrooksville.us) .

### Student Representative (non-voting):

**Tiffany Rose Lufcy**, 8440 Kindewood Trail, 34613; 352-796-5056 (home); Email: [tlufcy@yahoo.com](mailto:tlufcy@yahoo.com) . Ms. Lufcy was appointed on February 7, 2011 to a one-year term of office through February 29, 2012.



# CITY OF BROOKSVILLE

## Application for Volunteer Board Positions

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

New Application       Re-application

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

Name: BATTEN (Last), J. (First), O. (Middle)

Address: 27151 Sault Rd

Brooksville, FL 34602

Mailing Address (if different): \_\_\_\_\_

Business Address: \_\_\_\_\_

Occupation: Retired Farmer & Cattleman

Business Phone: 352 540 5123 Home Phone: \_\_\_\_\_

Email address: SUZ 4911 @ AOL

Do you reside within the City limits?  Yes  No

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

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

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

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

Why would you like to serve on this board? Lifelong Herndon resident  
have time to give back to the community

What special skills would you bring to this position? Know native plants  
AND former farmer

List fields of work experience: FARMER, CATTLEMAN

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

Local References (Please list three (3)):

1. Joe Bernidini
2. Scott Renz (Chairman of Board)
3. Jim Kimbrough

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

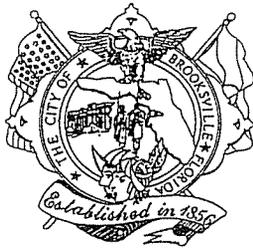
Yes  No

If yes, please explain: \_\_\_\_\_

Signed: J. O. Batten Date: 2 Nov 11

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

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



# CITY OF BROOKSVILLE

## Application for Volunteer Board Positions

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

New Application

Re-application

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

Name: Frazier, Traci M.  
(Last) (First) (Middle)

Address: 521 Colonial Dr.  
Brooksville, FL 34601

Mailing Address (if different): \_\_\_\_\_

Business Address: 13400 Elgin Blvd.  
Spring Hill, FL 34609

Occupation: Teacher

Business Phone: 352-797-7024 Home Phone: 352-754-9516

Email address: tfmfseminole@tampabay.rr.com

Do you reside within the City limits?  Yes  No

Are you a Registered Voter in Hernando County?  Yes  No Voter ID # 104418310

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

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

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

Why would you like to serve on this board? To help maintain & improve the beauty and value of our city.

What special skills would you bring to this position? organization, positive attitude, & dedication

List fields of work experience: Teacher 1993 - Present  
Roger's Christmas House 1988 - 1993

List any licenses and/or degrees (location & year): BS Degree from Florida State University (1993)

Local References (Please list three (3))  
1. Judy Whitehead  
2. Danny Miller  
3. Angel Miller Royal

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

Signed: Tracy M. Inazire Date: 11/12/11

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

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

## CEMETERY ADVISORY COMMITTEE

The Brooksville Cemetery Advisory Committee was created by City Council on March 16, 1992 by adoption of Resolution No. 92-13 and members appointed thereto on April 20, 1992 for initial staggered terms of office as indicated in the Resolution. All subsequent terms of office upon expiration will be for four years, all expiring in December of their respective term, as amended by Policy No. 4-2008 adopted by City Council 10/6/2008. Council further directed that subsequent appointments of replacement Committee Members shall be City residents or have a documented tie to the Brooksville Cemetery. This advisory committee is responsible to make recommendations on improving the present services being offered and future needs of the cemetery, including activities or improvements that would enhance the attractiveness and aesthetic beauty of the cemetery.

The following is a list of the members of the Brooksville Cemetery Advisory Committee, their terms of office, addresses and phone numbers:

**Luther E. Cason**, CHAIRMAN, 830 School Street, Brooksville, FL 34601; 796-7033 (Work) or 341-8464 (Home); Email: [lecason@tampabay.rr.com](mailto:lecason@tampabay.rr.com) . Reappointed on 12/20/10 to a four year term. Mr. Cason's term of office expires on December 31, 2014.

**Charles "Pat" Brewer**, VICE CHAIRMAN 631 Erin Way, Brooksville, FL 34601 279-5703 (cell phone) or 796-9012 (home). Reappointed on 12/21/09 to four year term due to Board Member Mountain's term expiration. Mr. Brewer's term of office expires December 31, 2013.

**Jan Knowles**, 26287 Soult Road, Brooksville, FL 34601, 796-4811 (home), 684-4144 (work); Email: [janknowles@earthlink.net](mailto:janknowles@earthlink.net) . Appointed to a four year term on 12/20/10. Ms. Knowles' term of office expires on December 31, 2014.

 **Kathleen Anne Hudak**, 123 S. Brooksville Avenue, Brooksville, FL 34601; (Home) 277-3287; E-mail: [silvergael@aol.com](mailto:silvergael@aol.com). Appointed on 8/16/10 to a four year term due to the resignation of Jay Arthur Thompson. Ms. Hudak's term of office expires on December 31, 2011.

**Clarke (Doug) Davis**, 630 E. Martin Luther King, Jr., Blvd., Brooksville, FL 34601; 796-1027 (work or home). Reappointed on 12/21/09 to a four year term. Mr. Davis' term of office expires on December 31, 2013.

**Jamielove Miller**, 4065 Majestic Oak Lane, Brooksville, FL 34602, 754-7223 (home), Email: [jamielove@aol.com](mailto:jamielove@aol.com). Appointed on 12/21/09 to a four year term. Ms. Miller's term of office expires on December 31, 2013.

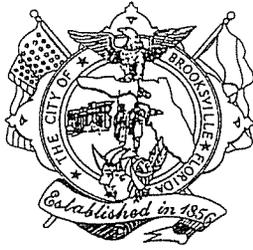
**Frankie Burnett**, City Council Liaison - Voting Member, 201 Howell Ave.; 540-3810 (work) appointed on 12/20/10.

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### Ex-officio & Support Staff

**Mike Walker**, Parks & Recreation Director, 540-3830; [mwalker@cityofbrooksville.us](mailto:mwalker@cityofbrooksville.us)

**Audrey Williams**, Parks and Recreation Admin. Asst., **Recording Secretary**; 540-3830 8am-4pm; [awilliams@cityofbrooksville.us](mailto:awilliams@cityofbrooksville.us)



# CITY OF BROOKSVILLE

## Application for Volunteer Board Positions

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

New Application  Re-application

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

Name: HUDAK, KATHLEEN Anne  
(Last) (First) (Middle)

Address: 133 SOUTH BROOKSVILLE AVE  
BROOKSVILLE, Florida 34601

Mailing Address (if different): N/A

Business Address: N/A

Occupation: Volunteer @ Brooksville Cemetery

Business Phone: N/A Home Phone: (352) 277-3287

Email address: SILVERGAELE @ AOL.COM

Do you reside within the City limits?  Yes  No

Are you a Registered Voter in Hernando County?  Yes  No Voter ID # 10038469

Please rank your board preference(s):  
1. Cemetery Advisory Committee  
2. \_\_\_\_\_  
3. \_\_\_\_\_

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

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before?  Yes  No If yes, please indicate name of board and dates of service: Cemetery Advisory Committee 8/16/2010 - 12/31/2011

Why would you like to serve on this board? Having been a volunteer at Brooksville Cemetery for over (9) years I have witnessed its growth and can see its future for further growth. I am dedicated to preserving the dignity, history and future growth of Brooksville Cemetery to meet the needs of the citizens. I am blessed to have been able to do so in the past.

What special skills would you bring to this position? I have conducted the Founders' Week tours at the Cemetery for over (5) years I did a community outreach program with the Sexton "A Cemetery Virtual Tour" a #1 Neolynx Village to increase sales at the Cemetery. I have updated and maintained the Historical Records at the Cemetery.

List fields of work experience: ① Director of Human Resources / Productive's Trust Corp  
② State of Florida - Board of Medicine (Legal dept (suspension and revocation of medical license))  
③ Private Investigation licensed by the State of Florida  
④ Genealogist - preserving the dignity and history of all families.

List any licenses and/or degrees (location & year): Boca Raton Florida  
State of Florida - Private Investigator (Ontario)  
license # 9500090 1985 - 2/16/1999

**Local References (Please list three (3)):**

- FRAZIER Mountain
- Bonny and Alan WATKINS (Grand Pelicans)
- Wynne Malene (Women's Club)  
Marilyn Townsend (Historical Preservation Society)

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

Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Kathleen C. Hudak Date: OCT 31, 2011

**SCHEDULE OF BOARD MEETINGS**

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

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

## PARKS & RECREATION ADVISORY BOARD

The Parks & Recreation Advisory Board consists of seven (7) members and two (2) alternate members. In 1982 funds were donated to the City by members of the McKethan Family. The McKethan Park Recreation Committee was formed to oversee expenditures of these funds, mainly for Capital Outlay items. On January 25, 1988, City Council appointed the McKethan Park Recreation Committee as an advisory board for both McKethan and Tom Varn Park. As a result, the name of the committee was changed to the Parks & Recreation Advisory Board. On August 19, 1991, Council adopted Ordinance No. 500 officially establishing the Parks & Recreation Advisory Board and assigning staggered terms of office to the Board Members. Thereafter, appointed members shall serve four year terms, all expiring in December of their respective term, as amended by Policy No. 4-2008 adopted by City Council 10/6/2008.

The following is a list of the members of the Parks & Recreation Advisory Board, their terms of office, addresses and phone numbers.

Alan K. Garman, CHAIRPERSON, 23080 Dewitt Drive, 34601; 796-6319 (work) 796-7466 (home). Reappointed on 9/15/08 to a four year term of office through December 31, 2012.

Toni Maletta, VICE CHAIRPERSON, 10175 Thayer Street; 799-3097 (home), 797-7006 (work), email: [tonimaletta@yahoo.com](mailto:tonimaletta@yahoo.com). Ms. Maletta was appointed on January 3, 2011 as a full time member to the balance of a four year term of office through December 31, 2013, replacing Mark Blanton.

James V. Brooks, Jr., 6400 Quarterhorse Lane, Brooksville, FL 34604; 683-3780 (work) or 796-5017 (home). Reappointed on 9/15/08 to a four year term of office through December 31, 2012.

William E. Chatman, Jr., 201 Olive Street, 797-7015 (work) and 796-2132 (home). Reappointed on 12/21/09 to a four year term of office through December 31, 2013.

Richard D. Gant, 4235 Nancy Creek Boulevard, 34602, 796-7200 (work) or 769-1342 (home). Reappointed on 01/03/11 to a four year term through December 31, 2014.

Gary E. Schraut, CRS, P.O. Box 1104, 34605; 796-7991 (work) or 796-1373 (home) 796-4121 (fax). Reappointed on 9/15/08 to a four year term of office through December 31, 2012.

Joe Bernardini, City Council Liaison - Voting Member, 201 Howell Avenue; 799-0001 (home). Reappointed on December 20, 2010.

\* Jill Allen, ALTERNATE, 410 Hillside Court, 34601; 540-4353 (work), 796-7700 (home), email: [gallen3@tampabay.rr.com](mailto:gallen3@tampabay.rr.com). Mrs. Allen was appointed on 9/15/08 to the balance of a four year term of office through December 31, 2011, replacing Sally Sperling.

Susan D. Rupe, ALTERNATE, 6132 Rupe Road, 34602; 796-8623 (home), (352)585-3741 (cell) email: [tdcmom2@bellsouth.net](mailto:tdcmom2@bellsouth.net). Ms. Rupe was appointed on January 3, 2011 to a four year term of office through December 31, 2014.

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### Ex-officio & Support Staff

Michael C. Walker, Parks, Facilities and Recreation Director for the City of Brooksville, City Liaison to the Board; 540-3830 (work).

Audrey Williams, Secretary for the Board; 540-3830 (work).



# CITY OF BROOKSVILLE

## Application for Volunteer Board Positions

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

New Application                       Re-application

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

Name: Lagedrost, Kelly Lee  
(Last) (First) (Middle)

Address: 10011 Kimbrough Dr. Brooksville, FL 34601

Mailing Address (if different): \_\_\_\_\_

Business Address: Brooksville CC. 23446 Links Dr.  
Brooksville FL 34601

Occupation: Head Golf Professional

Business Phone: (352) 796-8236 Home Phone: (352) 428-8461

Email address: kellyl@brooksvillecc.com

Do you reside within the City limits?  Yes  No

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

Please rank your board preference(s):  
1. Parks and Recreation Advisory Board  
2. \_\_\_\_\_  
3. \_\_\_\_\_

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

City of Brooksville  
Application for Volunteer Board Position  
Page 2 of 4

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

Why would you like to serve on this board? I am the head golf pro at Brooksville CC and we just recently became affiliated with the First Tee program of Brooksville. I would like to assist the board with the First Tee program and any other organization in the golf industry.

What special skills would you bring to this position? \_\_\_\_\_  
- fundraising,  
- promoting  
- golf ideas

List fields of work experience: Fouring Professional Golfer (10 years)  
- Head women's golf coach at USF (1 yr)  
- Substitute teacher in Hernando County (10 years)

List any licenses and/or degrees (location & year): Elementary Education - USF / 2001

Local References (Please list three (3)):

1. Jim Carmon 798-8236
2. Tommy Bronson 799-8236
3. Brent Gausted 797-7015

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

Yes  No

If yes, please explain: \_\_\_\_\_

Signed:  Date: 12/6/11

**SCHEDULE OF BOARD MEETINGS**

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

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

## 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. This commission serves as a quasi-judicial decision-making public body to approve final decisions on certain petitions for special exceptions or interpretations and serve in an advisory capacity to make recommendations to City Council on zoning/re-zoning petitions, annexation petitions, comprehensive plan amendments, preliminary/final plats, and vacation of right of way petitions and other land use and zoning issues and decisions within the City of Brooksville as prescribed by City Code or Florida Statutes. 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 terms shall all expire in December of their respective term, as amended by Policy No. 4-2008 adopted by City Council 10/6/2008. The following is a list of the members of the Planning & Zoning Commission, their terms of office, addresses and phone numbers:

✦ **Elmer D. Korb**, CHAIRMAN\*, 415 Hillside Court; 796-2980 (home); 584-6700 (cell). Reappointed January 8, 2007, to a four year term, which expires December 31, 2011.

✦ **John A. Wanat**, VICE-CHAIRMAN\*, 501 Underwood Avenue, 796-7063 (home); 650-7091 (cell); E-Mail: [jawanat@firstam.com](mailto:jawanat@firstam.com). Reappointed January 8, 2007, to a four year term, which expires December 31, 2011.

**George H. Rodriguez**, 110 S. Brooksville Avenue; 796-6857 (home); Email: [georod1@tampabay.rr.com](mailto:georod1@tampabay.rr.com)  
Reappointed February 7, 2011 to a four year term, which expires December 31, 2015.

✦ **Louise O. Taylor**, P.O. Box 372 - 34605; 345-8573 (home). Reappointed January 8, 2007 to a four year term, which expires December 31, 2011.

**Anthony D. Pedonesi**, 609 E. Fort Dade Avenue; 796-0600 (home); 397-5283 (work); Email: [designerplus@msn.com](mailto:designerplus@msn.com). Appointed December 21, 2009, to a four year term, which expires December 31, 2013.

✦ **Ronald H. Lawson**, ALTERNATE, 15 Crosby Street; 799-0513 (home); 596-4000 x3130 (work); Email: [rlawson@wrec.net](mailto:rlawson@wrec.net) or [mrron154@yahoo.com](mailto:mrron154@yahoo.com). Appointed December 21, 2009, to an unexpired four year term which expires December 31, 2011.

✦ **VACANT**, ALTERNATE unexpired four year term of office through December 31, 2013. Due to the resignation of Robert Battista.

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### 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@cityofbrooksville.us](mailto:cityattorney@cityofbrooksville.us)

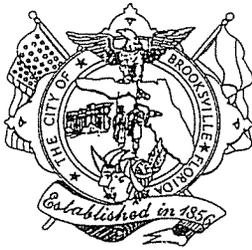
**Bill Geiger**, Community Development Director/City Liaison (Non-Voting) to the Board; 540-3815(work), Email: [bgeiger@cityofbrooksville.us](mailto:bgeiger@cityofbrooksville.us).

**Judith A. Kilgore**, Secretary to the Board; 540-3813 (work); Email: [jkilgore@cityofbrooksville.us](mailto:jkilgore@cityofbrooksville.us)

**J. Lisle Bozeman**, Non-voting School Board Representative, Planning & Growth Management Coordinator, Hernando County School Board, 8050 Mobley Rd., 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".

*\*Current Chair & Vice-Chair elected at the 4/13/11 meeting of the board.*



# CITY OF BROOKSVILLE

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

New Application  Re-application

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

Name: Korbus (Last), Elmer (First), Donald (Middle)

Address: 415 Hillside Court  
Brooksville, FL 34601-1253

Mailing Address (if different): \_\_\_\_\_

Business Address: N/A

Occupation: Retired

Business Phone: \_\_\_\_\_ Home Phone: (352) 796-2980

Email address: ekorbus@tampabay.rr.com

Do you reside within the City limits?  Yes  No

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

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

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

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before?  Yes  No If yes, please indicate name of board and dates of service: Planning and Zoning Commission, 1991 to 2011

Why would you like to serve on this board? To make a positive contribution to the City of Brooksville and its citizens.

What special skills would you bring to this position? State and County employee for over 35 years, My background in Real Estate, Construction and Engineering.

List fields of work experience: Appraisal, Real Estate, Construction, Home Inspection, Engineering.

List any licenses and/or degrees (location & year): Notary Public # 663864, Real Estate Salesman # SL-0663166, Certified Residential Contractor # CRC-1327662, Home Inspector # HI-1223.

**Local References (Please list three (3)):**

1. Franklin M. Emerson
2. Karen Nicolai
3. Juanita Sikes

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

Yes  No

If yes, please explain: \_\_\_\_\_

Signed: \_\_\_\_\_

*Clayton J. Kirkman*

Date: 12/1/2011

**SCHEDULE OF BOARD MEETINGS**

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

BEAUTIFICATION BOARD	2 <sup>nd</sup> TUES of each MONTH – 5:30 PM in Council Chambers
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# CITY OF BROOKSVILLE

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Re-application

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- Planning & Zoning Commission\* (4 year terms - 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees\* (2 year terms - 5 members)
- Other \_\_\_\_\_

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

Address: 15 CROSBY ST  
BROOKSVILLE, FL 34601

Mailing Address (if different): \_\_\_\_\_

Business Address: 10005 CORTEZ BLVD  
BROOKSVILLE, FL 34613

Occupation: SUPERVISOR OF ENGINEERING SVCS, WITHLACGOCHEE ELECTRIC

Business Phone: 596-4000 x3130 Home Phone: 799-0513

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

Do you reside within the City limits?  Yes  No

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

Please rank your board preference(s):  
1. PLANNING & ZONING  
2. \_\_\_\_\_  
3. \_\_\_\_\_

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

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

Why would you like to serve on this board? A DESIRE TO BECOME ACTIVE IN LOCAL GOVERNMENT AFFAIRS AND ENCOURAGEMENT FROM SEVERAL FRIENDS

What special skills would you bring to this position? SUBDIVISION & COMMERCIAL CONSTRUCTION - ELECTRICAL DESIGN PLANNING - KNOWLEDGE OF RIGHT OF WAYS, EASEMENTS ETC.

List fields of work experience: BANKING, ENGINEERING, BUILDING CONSTRUCTION

List any licenses and/or degrees (location & year): AS - GENERAL STUDIES - PHCC 1977

Local References (Please list three (3)):

1. JOHN MAMO
2. DAVID PUGH JR
3. JOHN EMERSON

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

Yes  No

If yes, please explain: \_\_\_\_\_

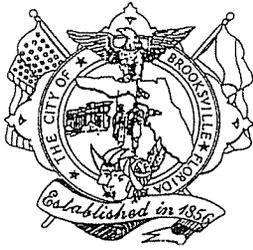
\_\_\_\_\_

Signed: Ronald Jansen Date: Oct 27, 2011

**SCHEDULE OF BOARD MEETINGS**

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

BEAUTIFICATION BOARD	2 <sup>nd</sup> TUES of each MONTH - 5:30 PM in Council Chambers
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# CITY OF BROOKSVILLE

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- Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission\* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees\* (2 year terms – 5 members)
- Other \_\_\_\_\_

Name: TAYLOR, LOUISE O.  
(Last) (First) (Middle)

Address: PO Box 372 34605-0372

1040 HOWELL AV BROOKSVILLE FL34601

Mailing Address (if different): P.O. Box 372 BROOKSVILLE 34605-0372

Business Address: RETIRED FROM SELLING PROPERTY

Occupation: RETIRED FROM REAL ESTATE

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Do you reside within the City limits?  Yes  No

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

Please rank your board preference(s):  
1. P AND Z  
2. \_\_\_\_\_  
3. \_\_\_\_\_

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

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before?  Yes  No If yes, please indicate name of board and dates of service: BEAUTIFICATION BOARD (RET. NOV. 2010 after 15 YRS)

Why would you like to serve on this board? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What special skills would you bring to this position? KNOWLEDGE OF ZONING LAWS, KNOWLEDGE OF AREAS  
\_\_\_\_\_  
\_\_\_\_\_

List fields of work experience: BANKING and REAL ESTATE LICENSE SINCE  
\_\_\_\_\_  
\_\_\_\_\_

List any licenses and/or degrees (location & year): REAL ESTATE (BROKER)  
\_\_\_\_\_  
\_\_\_\_\_

Local References (Please list three (3)):  
1. VERA NUCKABY, JOSEPH JOHNSTON  
2. HARRY TIMMONS, JOE BERNARDINI  
3. DOUG ZIPPEREN (METHODIST MINISTER)

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

Signed: Louis Taylor Date: 11-08-11

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

BEAUTIFICATION BOARD	2 <sup>nd</sup> TUES of each MONTH - 5:30 PM in Council Chambers
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PLANNING & ZONING COMMISSION	2 <sup>nd</sup> WED of each MONTH - 6:30 PM in Council Chambers



# CITY OF BROOKSVILLE

## Application for Volunteer Board Positions

201 Howell Avenue  
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- Planning & Zoning Commission\* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees\* (2 year terms – 5 members)
- Other \_\_\_\_\_

Name: WAWAT JOHN A  
(Last) (First) (Middle)

Address: 501 Underwood ave

Mailing Address (if different): \_\_\_\_\_

Business Address: NA

Occupation: NA

Business Phone: N/A Home Phone: 352-794-7063

Email address: J V WAWAT@LIVE.COM

Do you reside within the City limits?  Yes  No

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

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

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

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

Why would you like to serve on this board? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What special skills would you bring to this position? see below

List fields of work experience: Real Estate Law + Surveying

List any licenses and/or degrees (location & year): ~~no~~ TITLE AGENT license

Local References (Please list three (3)):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Job a Ward Date: \_\_\_\_\_

**SCHEDULE OF BOARD MEETINGS**

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

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

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – December 19, 2011**

1.     **TYPE:**                     Memorandum  
       **DATE RECEIVED:**    November 21, 2011  
       **RECEIVED FROM:**    City Clerk  
       **ADDRESSED TO:**     Honorable Mayor and City Council Members  
       **SUBJECT:**             2012 Charter Review
  
2.     **TYPE:**                     Letter  
       **DATE RECEIVED:**    December 2, 2011  
       **RECEIVED FROM:**    Donna J. Feldman, P.A.  
       **ADDRESSED TO:**     Community Development Director  
       **SUBJECT:**             Notice of Extension Pursuant to Florida House Bill 7207  
                                  Amended and Restated Development Agreement/Southern Hills  
                                  Plantation
  
3.     **TYPE:**                     Memorandum  
       **DATE RECEIVED:**    December 5, 2011  
       **RECEIVED FROM:**    Florida League of Cities, Inc.  
       **ADDRESSED TO:**     Key Officials  
       **SUBJECT:**             *The Advisor* 2012 Legislative Directory



## AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANICE L. PETERS, CMC, CITY CLERK

SUBJECT: 2012 CHARTER REVIEW

DATE: NOVEMBER 21, 2011

---

**GENERAL SUMMARY/BACKGROUND:** Per Section 6.08 of the Brooksville City Charter, a Charter Review Committee shall be appointed by City Council at the first regularly scheduled meeting in January 2012.

- The Committee shall consist of not less than seven members, who shall be City residents.
- The Committee shall review the charter and report to Council no later than the first regularly scheduled Council Meeting in May as to whether or not the Charter needs revision.
- If the report recommends that the Charter needs revision, the report shall state specifically what revisions need to be made.
- If a charter revision is recommended by the Committee, the Council, no later than the first regularly scheduled meeting in June of the review year, shall by a majority vote of the entire Council determine whether or not to submit a revised charter for a referendum vote at the next scheduled election, or an election called for that purpose.

In the past, City Council had decided to each submit at least two names for consideration of appointment. Following confirmation of their desire to serve on the Committee, Council would then decide and confirm the actual number of appointments to be made at the first regularly scheduled meeting in January. All those appointed would then be contacted by staff to obtain acceptance forms and coordinate a date for the first orientation/indoctrination meeting, which should be held as soon as possible.

Council Members may request that specific areas of concern in the Charter be reviewed by the committee. Please submit any areas of concern with explanation to the City Clerk for distribution to the Charter Review Committee Members.

Attached is a form to submit the names for consideration of appointment. Please return it to the City Clerk no later than January 11<sup>th</sup> to provide adequate time for City residence confirmation.

CTN  
12-19-11  
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December 1, 2011

**VIA FEDERAL EXPRESS**

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

Re: Notice of Extension Pursuant to Florida House Bill 7207 -  
Amended and Restated Development Agreement/Southern Hills Plantation

Dear Bill:

This firm represents GreenPointe Communities, LLC, and its affiliates ("**GreenPointe**") as to the Southern Hills Plantation project located in the City of Brooksville, Hernando County, Florida. As you are aware, the 2011 Growth Management Bill (House Bill 7207) approved earlier this year by the Florida Legislature authorized a two (2) year extension for all local government-issued development orders or building permits, including, without limitation, the commencement and completion dates of any required mitigation associated with a phased construction project.

This letter constitutes notification to the City that GreenPointe intends to utilize the State-authorized 2-year extension for the purpose of satisfying the obligations, and completing the development and construction of the approved entitlements in accordance with the terms and authorizations set forth in the Amended and Restated Development Agreement dated September 9, 2010, and recorded in O.R. Book 2768, Page 951, between the City of Brooksville and GreenPointe (the "**Development Agreement**") and associated development permits, orders and agreements. The foregoing notification constitutes implementation of the 2-year extension of all applicable phase dates, buildout dates, concurrency dates, and commencement and completion dates for required mitigation in accordance with the terms and conditions of the Development Agreement, and associated development permits, orders and agreements.

The developer anticipates completing development within the extended timeframes. Please make appropriate notations in the City records regarding these extensions, upon which the developer under the foregoing Development Agreement, and associated development permits, orders and agreements, is relying in continuing and completing the permitted project.

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12-19-11  
JPH



## Memorandum

**TO:** Key Officials  
FLC Board of Directors  
Local/Regional League Presidents and Directors  
Advocacy Committee

**FROM:** C. Scott Dudley, Director, Legislative Affairs

**RE:** *The Advisor* Legislative Directory

**DATE:** December 5, 2011

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Enclosed is the *2012 Advisor* legislative directory. The directory will be useful in helping you contact members of your local legislative and congressional delegations to advocate key municipal issues.

Please remember to mark your calendars and make plans to join us for the League's **Annual Legislative Action Day, Wednesday, January 25, at the Tallahassee-Leon County Civic Center**, in Tallahassee. We need your help to advocate the League's priority issues to the Legislature.

Should you have any questions or require additional information, please contact me at [sdudley@flcities.com](mailto:sdudley@flcities.com) or Rose Hall at the League office at (800) 342-8112 or by e-mail at [rhall@flcities.com](mailto:rhall@flcities.com).

Enclosure

CTN  
12-19-11  
J. Weeks