

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601**

AGENDA

July 2, 2012

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Parks & Recreation Month

Presentation and Proclamation recognizing July as Parks & Recreation month.

Presentation: Mike Walker, Director of Parks,
Facilities & Recreation
Attachments: Proclamation

2. Update on Tropical Storm Debby

Presentation and update.

Presentation: City Staff

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

- a. April 16, 2012 Regular Meeting
- b. May 7, 2012 Regular Meeting

2. City of Tampa Mutual Aid Agreement

Consideration of the Mutual Aid Agreement with the City of Tampa allowing the Brooksville Police Department to assist during the Republican National Convention.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Police
Chief dated 07/02/12, Letter from
Tampa Chief, Memo from Legal
Advisor, Mutual Aid Agreement,
Department of Justice notification of
Grant Award

REGULAR COUNCIL MEETING – July 2, 2012

F. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. Ordinance No. 830 – Fire Assessment

Consideration of Ordinance for the imposition and collection of Special Assessments to fund Fire Protection Services.

[First Reading 06/04/12, Tabled and Continued Second Reading from 06/18/12]

Presentation: Fire Chief
Recommendation: Approval of **Second Reading** of Ordinance No. 830 upon roll-call vote
Attachments: Memo from Fire Chief dated 06/05/12, Proposed Ordinance

G. REGULAR AGENDA

1. Resolution No. 2012-05 – Annual Fire Assessment

Consideration of Resolution for the imposition and collection of Special Assessments to fund Fire Protection Services.

[Tabled and Continued from 06/18/12]

Presentation: Mark Lawson and Chris Roe of Bryant, Miller & Olive, P.A. (BMO)
Recommendation: Approval of Resolution upon roll-call vote
Attachments: Memo from Fire Chief dated 06/11/12, Proposed Resolution

2. Resolution No. 2012-06 Fire Assessment Note

Consideration of Bond Resolution in conjunction with imposition of the Fire Assessments.

[Tabled and Continued from 06/18/12]

Presentation: Mark Lawson and Chris Roe of Bryant, Miller & Olive, P.A. (BMO)
Recommendation: Approval of Resolution upon roll-call vote
Attachments: Memo from Fire Chief dated 06/11/12, Proposed Resolution

3. Pavement/Sidewalk Management Program

Presentation of the status report from Civil-Tech Consulting Engineers, Inc. on the Pavement Management Program.

Presentation: Alan Garman and Lyle Titterington, P.E., Civil-Tech Co-owners
Recommendation: Direction to staff for the ongoing Pavement Management Program
Attachments: Memo from Director of Public Works dated 06/14/12, Exhibit “A” Scope for Components

REGULAR COUNCIL MEETING – July 2, 2012

4. Red Light Camera Introductory Period Cost

Council discussion on cost to implement the Introductory Period.

Attachment:

E-mail from Brian Haskell of Sensys
America dated 06/26/12

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. 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.

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

City of Brooksville
Proclamation

WHEREAS, the **City of Brooksville** recognizes the benefits derived from parks and recreation resources and that they are an integral part of the **City of Brooksville**, as well as communities throughout this country; and,

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities by providing programs that help build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all citizens, offering free and low-cost opportunities to get out and play; and,

WHEREAS, parks and recreation programs give children a chance to learn life lessons, such as how to be part of a team, to experience successes early and to dream big, building future leaders by giving them an opportunity to lead and experience personal achievements; and,

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, produce habitat for wildlife and are fundamental to the environmental well-being of our community, as well as ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, The City of Brooksville and its Park properties are proud to be a part of the State of Florida's Recreation and Park system. The City's park properties offer playgrounds, softball fields, walking/running/bike/skate trails, basketball, tennis, racquetball, horseshoe courts, baseball and softball batting cages and a nine-hole executive golf course, along with youth and adult recreational programs and events.

NOW, THEREFORE, WE THE UNDERSIGNED AS CITY COUNCIL FOR AND ON BEHALF OF THE CITY OF BROOKSVILLE, DO HEREBY PROCLAIM July as

Parks & Recreation Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 2nd day of July, 2012, A.D.

CITY OF BROOKSVILLE

Joseph E. Johnston, III, Mayor

Lara Bradburn, Vice Mayor

Joe Bernardini, Council Member

Frankie Burnett, Council Member

Kevin Hohn, Council Member

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

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
HERNANDO COUNTY MINING ASSOCIATION
ENRICHMENT CENTER
800 JOHN GARY GRUBBS BOULEVARD
BROOKSVILLE, FL 34601
MINUTES**

April 16, 2012

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joseph E. Johnston, III, Vice Mayor Lara Bradburn, Council Members Joe Bernardini, Frankie Burnett and Kevin Hohn present. Also present were Butch Battista, City Attorney; T. Jennene Norman-Vacha, City Manager; Kim J. Harsin, Deputy City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Progress Energy Presentation of Rebate

Presentation of a rebate check in the amount of \$288.96 for the Department of Public Works ceiling insulation.

Gary Renfro, Senior Account Executive presented a rebate check to City Council.

Resolution 2012-03 – Daniel T. Papa Retirement

Consideration of Resolution honoring Daniel T. Papa, who retired from the Brooksville Fire Department after more than 23 years of service.

Mayor Johnston read the resolution in its entirety.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Hohn for approval of Resolution No. 2012-03.

Deputy City Clerk Harsin read Resolution No. 2012-03 by title, as follows:

**A RESOLUTION TO DANIEL T. PAPA, ON THE OCCASION OF HIS
RETIREMENT AND IN GRATEFUL APPRECIATION OF HIS
OUTSTANDING SERVICE TO THE CITY OF BROOKSVILLE,
FLORIDA.**

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

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

REGULAR COUNCIL MEETING MINUTES – April 16, 2012

Mayor Johnston presented it to Chief Mossgrove on behalf of Mr. Papa who was not present.

Volunteer Appreciation Week April 15 – 21, 2012

Presentation of proclamation declaring April 15th – 21st as National Volunteer Week and honoring our citizens that volunteer their valuable time and make a difference in the City of Brooksville.

Mayor Johnston read the proclamation in its entirety and presented volunteers with Certificates of Appreciation.

Vice Mayor Bradburn recognized and commended the youngest volunteer Tim Hughes who has helped beautify the City in so many ways.

Council Member Bernardini recognized the time and money volunteers have saved the City over the years. He indicated when the economy affords, a volunteer dinner would be appropriate. Other Council Members concurred.

Arbor Day Proclamation

Presentation of proclamation supporting Arbor Day in our community, which will be recognized at a Beautification Board event to be held on April 27, 2012, 10:00 a.m. at Tom Varn Park.

Mayor Johnston read the proclamation in its entirety.

Council Member Bernardini announced there will be trees donated by the Division of Forestry to the public at a celebration on April 27th.

Proclamation – Donate Life Month

Consideration of proclamation designating April as “Donate Life Month.”

Mayor Johnston read the proclamation in its entirety. The Proclamation will be mailed to Manager of Public Affairs Jennifer Krouse of LifeLink Foundation Inc.

CITIZEN INPUT

Tour Guide Gretchen Countryman spoke on behalf of the Hernando Historical Museum fundraising event for reconstruction of a one room school house on Russell Street. She can be contacted at the museum or directly at 352-597-1064, 630-801-7689 or at gretchencountryman@yahoo.com.

Vice Mayor Bradburn confirmed the design was based on the original Lykes Plantation School House on Old Fort Avenue, not what is now known as Spring Hill. The Good Neighbor Trail plan has an area for historical buildings such as this to be moved or constructed.

Council Member Hohn asked how much money is needed for the project. Ms. Countryman indicated \$60,000 and announced several upcoming fundraising events.

Blueberry Festival Chair Michael Heard gave an update on the upcoming Blueberry Festival on May 4, 5 and 6.

Council Member Bernardini asked if all the billboards are the same for advertising. Ms. Heard stated they are different than the “welcome” boards but have the same message advertising the festival. She advised they are located in Pinellas County, County Line Road, Dale Mabry, two in Hillsborough County south of Dale Mabry and one by Memorial and Racetrack. Most are digital boards but six are paper boards. She believes the billboard at the Hard Rock Café alone will have two and a half million hits. She welcomed businesses to advertise in the program with 40,000 distributions. The

REGULAR COUNCIL MEETING MINUTES – April 16, 2012

Parade brochure will have 5,000 printed and there are applications available for floats. She suggested a “volunteer” float.

Mayor Johnston referenced the new entrance where the shuffle board courts were removed and asked will it be handicap accessible. She stated the driveway coming into the park was intended for ADA requirements. Two dead trees will be removed by Thursday, paver bricks will be delivered tomorrow and the bathrooms will be repainted and reroofed with a preliminary completion date by end of next week.

City Manager Norman-Vacha stated the ADA entrance will remain off the library parking lot. Ms. Heard pointed out there is an ADA ramp that goes to the teen hall along the bandshell.

CONSENT AGENDA

Minutes

September 19, 2011 Regular Meeting
September 28, 2011 Final Budget Hearing

Firefighters' Pension Trust Fund (FFPTF) Board Member

Ratification of appointment of the “fifth member” to the FFPTF for an unexpired 2-year term of office through December 31, 2014, as elected by a majority of the Board Members on March 29, 2012.

Council Member Bernardini pointed out item E-2 staff recommendation should read “Council ratify the appointment of the fifth member to the “Firefighters” Pension Trust Fund Board, per F.S. 175.061(a)”. Council concurred with the change and approved as amended.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Bradburn for approval of Consent Agenda as amended. Motion carried 5-0.

REGULAR AGENDA

Audited Financial Statements

Review and acceptance of Annual Audit for Fiscal Year ended 09/30/11 prepared by Oliver & Joseph Auditors, P.A.

Mary Beth Gary, CPA, Oliver & Co. reviewed the audit. She stated there were a number of things happening within in the City during the year from an audit standpoint. The Finance Director compiled an excellent summary of highlights of financial activity in the front of the audit report. GASB 54 was a new pronouncement this year to make the financial statements more meaningful and user-friendly for identifying net assets, what can be done with them and what they are dedicated to. There is a summary in the financial statements for new terminology within footnotes. She commended the City’s financial officers for their due diligence. She reviewed the City’s current and completed projects, including Energy Systems Group, the Enrichment Center and the Landmar bond settlement. There were routine items that were paid off and vehicles purchased. This year there was a single audit of a major program funded by Federal funds, the Clean Water State Revolving Fund which affects the Utility Fund by about \$1.4 million dollars. Approximately \$600,000 of the fund is expended and earned in the current audit year. There were no major findings in the reports for full compliance.

Vice Mayor Bradburn stated this is the best audit she has seen in many years. She commended the Finance Department staff for their summary of accomplishments. She also commended all City staff for compilation of accomplishments under the guidance of the City Manager. She suggested

REGULAR COUNCIL MEETING MINUTES – April 16, 2012

Ms. Gary work in conjunction with the City Manager and Finance Director on a viable proposition to pay off the ladder truck that was purchased in 2005 from the Vehicle Replacement Fund. She also referenced a loan taken out in 2008 for \$1.6 million that would be unfunded in six years. Ms. Gary indicated specifics of the transactions would need to be determined as to the reason for financing at the time.

Ms. Gary pointed out the City has made tremendous progress with efficiency, software, upgrades and presentations.

Vice Mayor Bradburn suggested a summary mailing to City residents as a “State of the City Address”.

Mayor Johnston commended City staff on their handling of financials.

Council Member Hohn appreciated the effort of the audit due to the complexity of GASB 54 and congratulated City staff on a clean audit.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Bradburn for approval. Motion carried 5-0.

CITIZEN INPUT

Kojack Burnett suggested consideration of a volunteer dinner for next year and Certificates of Appreciation presented in a wooden frame.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Fishing Tournament

Council Member Bernardini announced the Hogan Law Firm Hospice Fishing Tournament was a great success last weekend.

Street Lights

He indicated there are several street lights not working in the areas of US41 near the Hilltop and along Howell Avenue from Crosby Street to Tangerine Cove.

Historic Banners

He asked for an update on the status of removing the weathered historic banners downtown before the Blueberry Festival.

Arbor Day Celebration

He reminded all there will be an Arbor Day Celebration on Friday, April 27th at 10:00 a.m. at Tom Varn Park. He invited all to join the City of Brooksville’s Beautification Board in the celebration of trees and their purpose; learn about choosing, planting and maintaining the proper trees for this region. Awards will be presented to Project Looking Ahead students for their Arbor Day posters. A special appearance will be made by Smokey the Bear and representatives of the Forestry Department. The event will conclude with the planting of a tree.

REGULAR COUNCIL MEETING MINUTES – April 16, 2012

Frankie Burnett, Council Member

Staff Commendation

Council Member Burnett commended City Manager and staff on the audit report and for their continued due diligence.

Volunteer Reception

He asked fellow City Council Members consider a dinner for volunteers in the next budget.

Kevin Hohn, Council Member

Volunteerism

Council Member Hohn proposed “Adopt-A-Volunteer” to recruit and increase volunteerism.

Lara Bradburn, Vice Mayor

Road Assessment Project

Vice Mayor Bradburn asked the status of the project. City Manager Norman-Vacha indicated there will be an upcoming presentation for finalization during budget. Mayor Johnston stated Alan Garman told him they would be giving a progress report within the next couple of meetings.

Good Neighbor Trail

She asked that trash receptacles be provided for the cleanup project. She also asked that City staff coordinate with the Brooksville Housing Authority to resolve the issue of cars driving around the barricades on Tanglewood Drive.

T. Jennene Norman-Vacha, City Manager

Finance Staff Commendation

City Manager Norman-Vacha thanked the Finance Director and staff for their due diligence during the budget audit. She also commended department directors and staff on better managing their budgets.

Arbor Day Celebration

She reminded all there will be an Arbor Day Celebration on Friday, April 27th at 10:00 a.m. at Tom Varn Park.

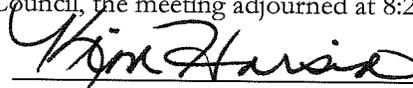
Joe Johnston, Mayor

Commendations

Mayor Johnston thanked volunteers for all they do and recognized Finance staff on a great audit. He also commended Chief Turner and his staff for cleaning up vagrants that had set up camp in the woods behind his property.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:20 p.m.



Deputy City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
HERNANDO COUNTY MINING ASSOCIATION
ENRICHMENT CENTER
800 JOHN GARY GRUBBS BOULEVARD
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MINUTES**

May 7, 2012

7:00 P.M.

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

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

Eagle Scout Milligan Proclamation

A proclamation in honor of Kyle Milligan achieving the Eagle Scout designation from the Boy Scouts of America.

The proclamation was read in its entirety by Mayor Johnston and presented to Kyle Milligan, who elaborated on getting to the point of receiving the award. He thanked Council for the recognition.

Civility Month Proclamation

A proclamation declaring the month of May "Civility Month", urging all citizens to exercise civility toward one another.

The proclamation was read in its entirety by Mayor Johnston and presented to Attorney Steve Toner, who spoke of civility. He thanked Council for the presentation.

CITIZEN INPUT

Mayor Johnston asked for citizen input; there was none.

CONSENT AGENDA

Minutes

March 7, 2011	Regular Meeting
October 3, 2011	Regular Meeting
October 17, 2011	Regular Meeting
November 7, 2011	Regular Meeting
November 21, 2011	Regular Meeting

Uniform Leasing Contract

Consideration of continuing the piggy-back off Hernando County's bid with Unifirst Corporation and begin piggy-back on their award to NJPA.

REGULAR COUNCIL MEETING MINUTES – May 7, 2012

Energy Systems Group (ESG) Change Orders 2 - 5

Consideration of reduction of the ESG Agreement in the amount of \$73,144 and authorize the Mayor to sign the change orders.

Motion:

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

Council Member Bernardini referenced the contract with Energy Systems Group and asked why the vendor paid Florida Sales Tax on network cabling. City Manager Norman-Vacha stated it is due to the vendor purchasing it directly.

REGULAR AGENDA

Charter Review Committee (CRC) Recommendations

Consideration of recommended changes to the Charter made by the CRC.

Charter Review Committee Chairman Jay Thompson reviewed two (2) recommendations of Charter revision by the committee. There is no procedure currently in place for removal of a member who no longer fills residency requirements to serve on City Council. The majority of the Charter Review Committee also recommended term limits be changed from two (2) terms to three (3).

Council Member Hohn asked why they felt the term limits should be extended. Chairman Thompson advised he felt term limits should be eliminated but most felt they should be extended because there is a lack of institutional memory and term limits takes power away from electors.

Council Member Bradburn referenced the recommendation she had made for the committee to consider the appointment of an established business owner on the committee. Chairman Thompson stated there was not much discussion on this subject since the committee felt this matter should be deferred to City Council. Mayor Johnston pointed out there has been several business owners serving on the committee and future Councils should strive to continue to achieve representation of the business community.

Chairman Thompson stated there was diversity of backgrounds of committee members with different views and strong recommendations.

Council thanked Chairman Thompson and the committee members for their service.

Sec. 2.02. Qualification of city council members; term of office.

- (a) Any elector who has continuously resided in the City of Brooksville for at least one (1) year, immediately prior to qualifying, shall be eligible to hold the office of city council member.
- (b) Members shall be elected for a four-year term. Consecutive terms shall be limited to ~~two~~ **(2) three (3)**, full, four (4) year terms with a minimum of a one-year period of time out of office before being allowed to run for council subsequently.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Bradburn to approve changes to Sec. 2.02 of the Charter for discussion.

REGULAR COUNCIL MEETING MINUTES – May 7, 2012

Vice Mayor Bradburn stated she sees both sides of the issue. Voters have limited ability to choose office holders under term limits. Term limits, however, can either help or hinder the system at any given time. The combative and unaccomplished Legislature of recent years could benefit from term limits but limits force the loss of worthy lawmakers. She is neutral on increasing term limits for Council Members and supports letting the people decide. In answer to Mr. Thompson's question, she pointed out a past recall was based on false pretenses of malfeasance.

Council Member Bernardini felt it the citizen's decision as to whether there are term limits and supports a referendum. He supported term limits in the past but now he is in favor of eliminating them, but will support increasing from two (2) to three (3) terms as recommended by the Charter Review Committee.

Council Member Burnett also favors eliminating term limits to give citizens their say as to who they want to serve. He pointed out that he was an incumbent previously voted out of office.

Mayor Johnston favors term limits to ensure turnover but it is up to the people to vote a member out of office.

Council Member Hohn favors term limits and he is concerned that it is arbitrary for Council to ask the electorate to allow extending terms another four (4) years. His concern is the committee did not unanimously agree on this issue and he felt the people have already voted for two (2) term limits. He felt in a small city the incumbent has an advantage to not be voted out of office and that advantage does not serve the community. He supports new views as often as possible. Although he did not support increasing term limits for the betterment of Council, he agreed with Council Member Bernardini that the recommendations should go to the people.

Chairman Thompson added discussion of creating "career politicians" for rate of pay, which is set by Council, was not of concern to the committee. He confirmed extending term limits did not come from a Council Member but was directly from the Charter Review Committee.

Motion carried 4-1 with Council Member Hohn voting in opposition.

Sec. 2.04. Disqualification and forfeiture of office.

The council shall be the judge of the disqualification of its members and of the grounds for forfeiture of their office. Forfeiture of office by a council member shall be limited to the following:

- (1) Permanent inability to perform official duties.
- (2) Conviction of a felony.
- (3) Neglect of duty for failure to attend a majority of council meetings within the immediate prior six (6) months' term of office without just cause.
- (4) **Council member no longer meets residency requirements of having primary residence within the city limits.**

Motion:

Motion was made by Council Member Hohn and seconded by Council Member Bernardini for approval of changes to Sec. 2.04 of the Charter. Motion carried 5-0.

Vice Mayor Bradburn clarified residency is not defined here as "intended domicile" and Council Members must be a full-time resident of the City of Brooksville. She explained a challenge could go to a circuit court judge and in the past has ruled in favor of the defendant due to unclear intent. She favored additional language of "eight (8) months out of the year" defining permanent residency with

REGULAR COUNCIL MEETING MINUTES – May 7, 2012

a homestead exemption. Mayor Johnston pointed out there will not be a homestead exemption with apartment living within the City.

Council Member Hohn asked for the legal definition of primary residence. City Attorney Battista confirmed primary residence would coincide with homestead exemption regulations. Chairman Thompson stated should this occur, it could now be challenged and his concern is there is nothing in the current Charter to allow for removal from office.

Council Member Hohn advised should there be a cessation of the City he would be removed unwillingly from office.

Council did not concur that additional language be added as suggested by Vice Mayor Bradburn.

CITIZEN INPUT

Mayor Johnston asked for public input; there was none.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Charter Changes

Council Member Bernardini referenced the memorandum from the Charter Review Committee Chair, asked is the final language approved. Attorney Battista advised if they had changed it he would have presented Council with final language. He also advised an Ordinance will be forthcoming for final ballot language for Council to approve.

He suggested a referendum to the voters that the Mayor be appointed or elected. Council Member Burnett pointed out the current form of government would then have to be changed also. Mayor Johnston felt an elected Mayor for a small city would not be necessary and felt being appointed by Council has been working fine.

Progress Energy

He referenced two (2) articles from the newspaper regarding “fleecing of customers” by Progress Energy. He advised he would like to try to get out of the Franchise Agreement the City has with them. Attorney Battista advised they are working on memos to bring to Council regarding this issue.

Blueberry Festival

He advised the event was well attended and was pleased with the event. The only area that concerned him was people ignoring the barricades and driving around them.

Frankie Burnett, Council Member

Blueberry Festival

Council Member Burnett thanked Michael Heard and all those involved in putting together the event.

Congratulations

He congratulated the graduating college students on furthering their education.

Commendation

He thanked the City Manager and employees for their dedication.

REGULAR COUNCIL MEETING MINUTES – May 7, 2012

Lara Bradburn, Vice Mayor

Blueberry Festival

Council Member Bradburn relayed stories from the Blueberry Festival concerning a family from West Palm staying in town for the weekend and an increase in business for local restaurants. She recognized city staff contributions, Florida Department of Transportation for road closures and Cliff Manuel for stepping in. The Police Department was great with traffic control and she commended Stan Mettinger for representing the Fire Department well.

Kevin Hohn, Council Member

Blueberry Festival

Council Member Hohn thanked all the volunteers and is looking forward to next year's festival.

Butch Battista, City Attorney

Real Tree Lane

City Attorney Battista informed Council the parties Holliday and Sutton vs. City of Brooksville have appealed to the Fifth District Court of Appeals and the Hogan Law Firm will be handling the matter on behalf of the City.

Council Member Hohn asked if construction of Real Tree Lane will begin on May 18th. Attorney Battista indicated the start order was dated today issued to the contractor and agreed to mediation.

Executive Session

City Attorney Battista requested an Executive Session for thirty (30) minutes at the May 21st meeting beginning at 6:30 p.m. at the Enrichment Center regarding the case Westchester Insurance vs. City of Brooksville. Council concurred.

Joe Johnston, Mayor

Food Truck Rally

Mayor Johnston recommended Council consider having a food truck rally downtown on Saturdays at least once a month.

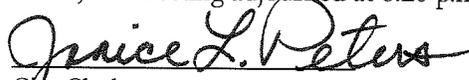
Council Member Bradburn suggested the rally be coordinated so not to interfere with the "Summer Nights" event.

Blueberry Festival

He read a letter from the United States Senate into the record from Senator Bill Nelson regarding the Blueberry Festival.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:20 p.m.


City Clerk

Attest: _____
Mayor



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

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

FROM: GEORGE TURNER, POLICE CHIEF *[Signature]*

SUBJECT: CITY OF TAMPA MUTUAL AID AGREEMENT

DATE: JULY 02, 2012

GENERAL SUMMARY/BACKGROUND: The City of Tampa has been selected to host the 2012 Republican National Convention (RNC) during the week of August 26, 2012. The RNC has been designated a National Security Event due to the event's significance to the United States and the inherent challenge of ensuring the safety and security of all event participants. The City of Brooksville Police Department is one of approximately 70 other law enforcement agencies state wide that has been requested to provide operational assistance for RNC security planning, training, execution and post event law enforcement operations.

SP **BUDGET IMPACT:** The City of Tampa is the recipient of a Department of Justice Grant 2012-NC-BX-3070 for reimbursement of expenses incurred. If the Mutual Aid Agreement is signed, the City of Brooksville will be considered a sub-recipient of the grant for reimbursement of expenses.

RSB **LEGAL REVIEW:** This is an inter-local agreement under Florida Statutes Chapter 23. The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services to include matters of fiscal impact.

STAFF RECOMMENDATION: Staff recommends that City Council approve the submitted Mutual Aid Agreement with the City of Tampa allowing the Brooksville Police Department to assist during the R.N.C. and authorizing Mayor Johnston to sign the Mutual Aid Agreement.

- ATTACHMENTS:**
1. Letter from Tampa Chief Jane Castor
 2. Memorandum from K. Rainsberger, Legal advisor Tampa PD
 3. Mutual Aid Agreement requiring Mayor's signature
 4. D.O.J. notification reference Grant Award.



CITY OF TAMPA

Bob Buckhorn, Mayor

POLICE DEPARTMENT

Jane Castor
Chief of Police

June 6, 2012

Capt Rick Hankins
Brooksville Police Department
87 Veterans Ave
Brooksville, FL 34601

Dear Capt. Hankins:

As we approach the 2012 Republican National Convention, we will rely heavily on you, our regional and statewide partners, to accomplish the mission of ensuring a safe and enjoyable event. The attached mutual aid agreement is more than the legalese contained within; it is a firm handshake confirming that we will handle this challenge side-by-side.

While it is important for all of us to have this document, we have been there for each other many times in the past without much, if any, advanced warning. Most of us have worked together on large tactical operations, prolonged manhunts and of course natural disasters throughout the years, coming together when there is a need. In this instance, we have the luxury of advanced notification and time; time to develop a strategy, time to conduct high level training and time to purchase equipment and solutions that will assist not only in making this event a success, but will serve well into the future.

We all know that securing the Republican National Convention will be a test the likes of which none of us have ever experienced. There has been a great deal of work put into the necessary processes and planning for a successful event. Throughout this past year, we have been guided by three core tenets; officer safety, mission accomplishment and equitable reimbursement. Obviously, it is a priority to fund the deployment, including personnel, equipment and technology, so that no jurisdiction is negatively impacted. It is our aim to complete this event with funding in reserves and at that point we will review all unfunded requests, reimbursing as many Department of Justice approved expenditures as possible. We will be fully prepared for any issues that come our way and will demonstrate for the world why law enforcement in our state is the nation's best.

I recognize that this event is taxing on your agency. So, I sincerely thank you for your pledged support. We will certainly rely on that support to have a successful and safe event. Looking forward to seeing your agency patches on the front lines.

Sincerely,

Jane Castor
Chief of Police

411 N. Franklin Street • Tampa, Florida 33602 • (813) 276-3200

TampaGov
www.tampagov.net/police



CITY OF TAMPA

Bob Buckhorn, Mayor

Police Department

Jane Castor
Chief of Police

MEMORANDUM

TO: All Assisting Agencies

FROM: Kirby C. Rainsberger
Legal Advisor, Tampa Police Department

DATE: June 6, 2012

RE: Mutual Aid Agreement for the Republican National Convention

Enclosed with this memorandum is the Mutual Aid Agreement applicable to the upcoming Republican National Convention. Approximately 70 law enforcement agencies will be participating. We are exceedingly grateful for the assistance of all.

The agreement is fashioned as an interlocal agreement under Florida Statutes Chapter 23 rather than a memorandum of understanding to increase the comfort level of assisting agencies. The downside of that decision (for municipalities) is that the agreement must be executed by the respective mayors or city managers as required by the statute. Sheriffs (or their designees) may sign on behalf of their respective agencies.

Because RNC security will involve police services at locations outside the city limits of Tampa, jurisdiction will be obtained for all involved officers through an executive order issued by the governor declaring a state of emergency. Because of the limited statutory duration of executive orders, the actual order will not be issued until closer to the date of the RNC. I will provide you with a copy of that order when it is available.

As you know, the City of Tampa was awarded a federal grant to help with security costs connected with the RNC. A copy of the grant is incorporated into the mutual aid agreement. As with all federal grants, specified conditions must be satisfied by the recipient and all subrecipients. Your agency is considered a subrecipient. We ask that each assisting agency carefully review the special conditions included in the grant and be prepared to demonstrate actual compliance with applicable special conditions.

Condition 2 requires assisting agencies to have an Equal Employment Opportunity Plan (EEO) or to certify exempt status. The certification form is included with this package. Please review the form and complete the appropriate section. Please return the signed form with your signed interlocal agreement. It is **not** necessary at this time for any agency to submit a copy of an EEO.

MUTUAL AID AGREEMENT

FOR OPERATIONAL ASSISTANCE IN PROVIDING SECURITY FOR THE REPUBLICAN NATIONAL CONVENTION TAMPA, FLORIDA, 2012

WHEREAS, the City of Tampa, Florida has been selected to host the 2012 Republican National Convention (RNC) during the week of August 26, 2012; and

WHEREAS, the RNC has been designated a National Special Security Event due to the event's significance to the United States and the inherent challenge of ensuring the safety and security of all event participants; and

WHEREAS, the RNC is expected to attract in excess of 15,000 persons who will engage in the enthusiastic exercise of their right of free speech; and

WHEREAS, the United States Department of Justice has awarded a federal grant to the City of Tampa to help defray the expense of providing a secure venue for the RNC delegates and for ensuring the opportunity for the lawful exercise of constitutional rights by all persons; and

WHEREAS, the Hillsborough County Sheriff's Office has partnered with the Tampa Police Department in all aspects of providing security for the RNC; and

WHEREAS, in addition to the commitment of the Hillsborough County Sheriff's Office, law enforcement officers from all levels of government throughout the State of Florida will be needed to provide law enforcement services for the event; and

WHEREAS, law enforcement agencies providing personnel for the RNC are considered to be subrecipients of the federal grant and eligible for reimbursement for personnel and other costs subject to the terms of both this agreement and the grant; and

WHEREAS, Florida Governor Rick Scott will execute an executive order in advance of the RNC to activate the Florida Mutual Aid Plan pursuant to Florida Statutes Chapter 23, Part I, thereby conferring upon participating law enforcement agencies jurisdiction for all officers for all activities related to the RNC; and

WHEREAS, Florida Statutes Chapter 23 further provides authority for law enforcement agencies to enter into written mutual aid agreements including operational assistance agreements pursuant to Florida Statute § 23.1225(1)(b) for assistance in the management of an emergency as defined in Florida Statute § 252.34.

Now, therefore, in consideration of the mutual covenants expressed herein the undersigned parties agree as follows:

1. **Parties**

This agreement is entered into between the City of Tampa, Florida and each respective agency or entity identified on the list attached hereto as Appendix 1. The various covenants of this agreement run between the City of Tampa and the individual listed entities, not between or among the entities themselves. Nothing in this agreement shall be interpreted as creating any rights in any third party.

2. **Applicability**

This agreement applies to the RNC to be held primarily in Tampa, Florida scheduled for the calendar week commencing August 26, 2012, including an event at Tropicana Field in St. Petersburg on that date. The agreement applies where specifically set forth to RNC preparation activities and to RNC clean-up activities requiring law enforcement personnel. This agreement will apply to all RNC activities occurring after the calendar week specified above in the event the RNC is postponed due to

weather or for any other reason. For activities directly connected with RNC security, this agreement temporarily supersedes any existing interlocal agreement or memorandum of understanding between the City of Tampa and any of the parties hereto to the extent of any conflict between the respective agreements.

3. **Requested Operational Assistance**

The City of Tampa and the Tampa Police Department (TPD) hereby request the operational assistance of all agencies and entities listed in attached Appendix 1 for RNC security planning, training, execution and post-event law enforcement operations.

- a. The Tampa Police Department is utilizing the E-Sponder website and program for planning and coordination with all assisting agencies. All agencies should already be familiar with and are encouraged to use E-Sponder for communications with TPD related to the RNC.
- b. Although assisting agencies are being asked for firm commitments of personnel, TPD recognizes that circumstances may require assisting agencies to deviate from the committed number of officers. The final decision of the number of officers to be dedicated to the RNC by each individual participating agency rests solely with the respective sheriffs and chiefs. However, all participating officers will be issued individual credentials and receive specialized training and instructions. Many officers will be issued fitted equipment and uniforms purchased especially for the individual officer. Accordingly, it is important that officers committed to the RNC security

endeavor be available for the entire event. TPD will continuously monitor circumstances and will release officers from RNC duty as quickly as possible.

- c. Assisting agencies will, or have, advise(d) TPD of the specific number of personnel and the type of specialized equipment each agency will commit to the RNC. Agencies may provide officers only or may provide officers and supervisors. Prior to the event, agencies will be advised of the specific assignments allocated to their respective personnel. Whenever practical, direct supervision of an individual agency's personnel will be accomplished by or through that agency's own supervisors when such supervisors are provided. However, due to the scale of the event and the large number of assisting agencies participating, at times it is likely that supervision will occur or direction will be given by supervisors of another agency. Prior to the event, each participating officer will be aware of his or her specific chain of command. In any case, overall control of all law enforcement activities will be the responsibility of the Tampa Police Department and the Hillsborough County Sheriff's Office.
- d. No participating law enforcement officer will be ordered, required or requested to perform any act that would be prohibited by that officer's own agency's rules and regulations. Assisting agency personnel will, or have, receive(d) training specific to their assigned function. Issues regarding conflicts in rules and regulations or preferred response to anticipated situations should be raised during the training.

- e. Pursuant to the Governor's Executive Order and F.S. § 23.1225(5)(a), all members of the assisting agencies when providing operational assistance in support of RNC security outside of their jurisdictional limits but inside the State of Florida shall have the same powers, duties, rights, privileges and immunities as if the member was performing duties inside the member's own jurisdiction. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such members when performing their duties within the territorial limits of member's agency apply to the member to the same degree, manner, and extent while engaged anywhere in the state in the performance of the member's duties extraterritorially in support of, or connected with, the RNC security mission.

4. **Federal Grant Requirements**

Attached hereto as Appendix 2 and incorporated herein is a copy of the United States Bureau of Justice Assistance grant which is the primary source of funding for RNC security operations. All law enforcement agencies providing personnel and equipment in support of RNC security are considered *subrecipients* under the grant and subject to certain Special Conditions specified on pages two through five of the grant. Except for conditions which by their nature apply exclusively to the grant recipient (City of Tampa), subrecipients must scrupulously adhere to the requirements of the Special Conditions. Although all the Special Conditions are material to this agreement, among the most significant for subrecipients are:

S.C. #2: Equal Employment Opportunity Plan (EEOP) requirements:
Agencies expecting to be reimbursed for expenses exceeding \$25,000 and which have 50 or more employees must have an EEOP and make the appropriate certification. The certification form is attached hereto as Appendix 3.

S.C. #5: Duty to report fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

S.C. #18: All grant draw downs are reimbursement-only basis.

S.C. #20: No supplanting of local or state funds.

As primary grant recipient and pursuant to Special Condition 21, the City of Tampa is obligated to ensure the compliance of all subrecipients with all applicable Special Conditions.

5. Certification of Non-supplanting

By execution of this agreement, all participating agencies and entities certify that grant funds received pursuant to this agreement will not be used to supplant local and/or state funds.

6. Reimbursement of Personnel Costs

a. The City of Tampa will reimburse assisting agencies for specified personnel expenses in conformance with the requirements of the federal RNC grant. Because of the strict non-supplanting rule, agencies must request reimbursement of personnel costs based upon one of the following models:

A. Assisting agencies that do **not** have actual jurisdiction in the City of Tampa may request reimbursement of salary costs for all hours

assigned and worked by their personnel as RNC security (both straight time and overtime) or

- B. Agencies having actual jurisdiction inside the City of Tampa may request reimbursement of salary costs for all **overtime** hours assigned and worked by their personnel as RNC security **and overtime** incurred as necessary backfill.

“Salary Costs” includes straight time or overtime at the hourly rate of the officer assigned plus Medicare (1.45%), FICA (6.2%), and the agency’s actual pension contribution. No other fringe benefits will be reimbursed.

“Personnel” means sworn certified law enforcement officers and supervisors of any rank who are assigned and present in support of the RNC mission, and sworn certified corrections personnel required above normal staffing.

“Hours Assigned and Worked” means the actual scheduled hours assigned to each officer in support of the RNC mission and actually worked by the officer during the event.

- b. Agencies having actual jurisdiction in Tampa will absorb all costs for their own assigned personnel for the first forty (40) hours of the respective officers’ work week during the RNC. Overtime personnel costs for hours worked beyond forty (40) hours during the RNC will be reimbursed to those agencies pursuant to the terms (specifically Model B) contained herein.
- c. All assisting agencies will be provided with an electronic form for collecting data necessary for reimbursement. The forms should be completed by each assisting agency and returned to the Tampa administrator specified on the

form by October 1, 2012. The City of Tampa will make every effort to process the forms and remit payment within 35 days of receipt of the reimbursement request and supporting documentation. Administrative costs including planning and fiscal functions will not be reimbursed.

- d. All assisting agencies must provide payroll verification documentation, certify the accuracy of the reimbursement request, and maintain all supporting documentation for a minimum of seven years. Assisting agencies specifically agree to cooperate with any required audit relating to the federal RNC grant and further agree to reimburse the federal government for any payments received which are subsequently deemed ineligible by any future federal audit.
- e. Officers from assisting agencies will be housed and fed under arrangements made by, and directly paid for by, the City of Tampa. Accordingly, no housing costs or per diem will be paid to assisting agencies. Exceptions to this policy may be made for officers who are required to arrive in the Tampa area prior to the effective date of housing and feeding arrangements.
- f. Depending on the availability of funding, agencies whose personnel participate in extensive (more than 40 hours) training may apply for reimbursement of salary costs incurred on an overtime basis for RNC specific training.

7. Liability Insurance

The City of Tampa will obtain a law enforcement liability insurance policy with a coverage limit of \$10,000,000 (ten million dollars) insuring all assisting agencies,

and all participating law enforcement and corrections personnel in their individual capacities, while acting within the scope of their employment, against job-related liability claims including torts and constitutional allegations unless the assisting agency or law enforcement and corrections personnel acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The policy will have a \$25,000 per claim retention amount which will be paid by the City of Tampa as necessary. Legal defense of claims and all claims processing will be provided by the City of Tampa or by the insurer. The City of Tampa shall have the exclusive right to negotiate and settle claims within policy or retention limits.

All assisting agencies agree to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City of Tampa or otherwise providing effective notice of all claims or notice of events foreseeably resulting in a claim, providing documents or other potential evidence and ensuring the availability of employees for deposition and trial.

Nothing in this agreement shall be interpreted as waiving or modifying the provisions of Florida Statute Section 768.28.

8. Workers' Compensation

The City of Tampa will obtain workers' compensation insurance coverage applicable to all participating law enforcement and corrections personnel for full workers' compensation costs mandated by Florida Statutes Chapter 440. Prior to the event, all assisting agencies will receive a packet describing the claims process created by the insurer. Coverage will be

effective July 1, 2012 in order to cover event training and will continue through all necessary cleanup.

9. **Term**

This agreement shall be effective as to an individual entity upon complete execution of this agreement by that entity and the City of Tampa. All operational assistance commitments will cease with the release of each agency's respective personnel from RNC security duty. Covenants and responsibilities articulated herein which are necessarily ongoing in nature including, without limitation, financial obligations and records retention requirements, shall survive and remain effective following termination of the operational assistance commitment.

Mutual Aid Agreement
Requested Operational Assistance
RNC 2012

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

CITY OF TAMPA

ATTEST:

Bob Buckhorn, Mayor

City Clerk / Deputy City Clerk

Date _____

APPROVED AS TO FORM:

Jane Castor
Chief of Police

Kirby C. Rainsberger
Assistant City Attorney

ASSISTING AGENCY: _____

If STATE AGENCY:
(Person authorized to
contractually bind agency)

Sign _____

Print _____

Title _____

Date _____

If SHERIFF'S OFFICE:
(Sheriff or Authorized Designee)

Sign _____

Print _____

Title Sheriff, _____ County

Date _____

Mutual Aid Agreement
Requested Operational Assistance
RNC 2012

ASSISTING AGENCY: _____

If MUNICIPAL POLICE DEPARTMENT:
(Mayor or City Manager)

Sign _____

Print _____

Title _____

Date _____



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

March 30, 2012

The Honorable Bob Buckhorn
City of Tampa
306 E. Jackson Street
Tampa, FL 33602-4832

Dear Mayor Buckhorn:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Solicited in the amount of \$49,850,000 for City of Tampa.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Lou Leary".

Mary Lou Leary
Acting Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

March 30, 2012

The Honorable Bob Buckhorn
City of Tampa
306 E. Jackson Street
Tampa, FL 33602-4832

Dear Mayor Buckhorn:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. ~~In addition, your organization has to complete Section B of the Certification Form and return it to OCR.~~ The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and ~~return it to OCR.~~ The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

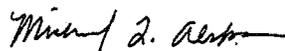
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

March 30, 2012

The Honorable Bob Buckhorn
City of Tampa
306 E. Jackson Street
Tampa, FL 33602 - 4832

Reference Grant Number: 2012-NC-BX-3070

Dear Mayor Buckhorn:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$3,495,657
Fringe Benefits	\$919,149
Travel	\$0
Equipment	\$12,800,128
Supplies	\$2,612,054
Construction	\$0
Contractual	\$28,527,410
Other	\$0
Total Direct Cost	\$48,354,398
Indirect Cost	\$1,495,602
Total Project Cost	\$49,850,000
Federal Funds Approved:	\$49,850,000
Non-Federal Share:	\$0
Program Income:	\$0

Match is not required for this grant program.

Approval of this budget does not include approval of conference costs. All of conference costs require prior approval of OJP.

All individual consultant fees in excess of \$450 per 8 hour day require prior approval of OJP.

All Sole Source procurement in excess of \$100,000 requires written justification and the prior approval of OJP.

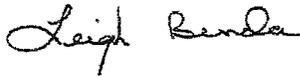
The applicant is a local government unit and is not required to submit an indirect cost proposal. The applicant must retain the cost allocation plans on file for audit purpose.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Benda".

Leigh Benda
Chief Financial Officer



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Tampa 306 E. Jackson Street Tampa, FL 33602-4832		4. AWARD NUMBER: 2012-NC-BX-3070	
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2012 BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2012	
1A. GRANTEE IRS/VENDOR NO. 591101139		6. AWARD DATE 03/30/2012	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Security Support for the FY 2012 Presidential Nominating Convention		10. AMOUNT OF THIS AWARD \$ 49,850,000	
		11. TOTAL AWARD \$ 49,850,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY12(BJA - Presidential Nominating Conventions) Pub. L. No. 112-55, 125 Stat. 552, 615			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Mary Lou Leary Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Bob Buckhorn Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B ZC 80 00 00 49850000		21. LZCUGT0012	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
11. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
13. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
14. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 5

PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

15. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
16. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
17. The recipient agrees that it will submit monthly status reports to OJP on-line as an attachment to a Program Office Approval Grant Adjustment Notice (GAN), not later than 15 days after the end of each calendar month. These reports should provide a list of expenditures by budget category to date, as approved in the application budget or subsequent budget revision GAN. Additionally, the reports should describe any projected delays to the project, or actual delays to date.
18. The recipient agrees to complete all grant draw downs on a reimbursement-only basis.
19. All revisions to the budget, whether within a line item or across budget categories, must be submitted for prior approval by OJP. A budget modification Grant Adjustment Notice (GAN) must be submitted once these revisions are determined by the recipient and no grant funds may be obligated or expended on new budget items until the GAN is approved.
20. Any and all Memoranda of Understanding (MOU) entered into by and between the Host City and any and all other jurisdictions engaged in the performance of work under this grant should include a certification by those participating jurisdictions affirmatively acknowledging grant funds will not be used to supplant local and/or state funds. More information about supplanting can be found in the OJP Financial Guide - http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2011FinancialGuide.pdf.
21. The recipient agrees to monitor subawards under this award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
22. The recipient must submit a certification to BJA that all grant-funded equipment has been purchased and is already operational as of the date of the certification. The certification must be received by BJA no later than fourteen (14) calendar days prior to the commencement date of the Presidential Nominating Convention with respect to which the grant is made. No funds awarded under this grant may be obligated, expended or drawn down to cover costs for any equipment that is not covered by the certification.
23. At least thirty (30) days prior to the commencement of the Presidential Nominating Convention, the recipient must submit to the BJA, documentation that identifies by name, all state and local law enforcement agencies/jurisdictions that the recipient anticipates to reimburse with grant funds for security and related costs, including overtime, associated with the Presidential Nominating Convention. No grant funds may be used for reimbursement of a state or local law enforcement agency/jurisdiction which is not included on this list, without specific approval by the BJA Director. The BJA Director maintains the right to deny reimbursable expenditures incurred by the grantee if the expenditures are otherwise ineligible for reimbursement under any other applicable statute, regulation or award provision.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 5

PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

24. The grantee shall make its unclassified operational security plan, including any amendments thereto, available for inspection by designated BJA officials, during site visits conducted by BJA, or upon request by, and for review by, the BJA Director.
25. The recipient understands and acknowledges that for purposes of this award, food and/ or beverages expenses are deemed reasonable and allowable only to the extent that: 1) such costs are directly related to law enforcement and related security operations associated with the Presidential Candidate Nominating convention; (2) such costs have been specifically included in the budget approved by OJP; (3) such costs are consistent with threshold limits established by OJP in the Financial Guide; and (4) actual costs related to food and beverage are reported directly to OJP after the convention. The recipient may not expend funds for food and/or beverage expenses that are related to other conferences or meetings, or are otherwise deemed unreasonable or unallowable by BJA and/or OJP's Office of the Chief Financial Officer (OCFO).
26. The recipient acknowledges that five percent (5%) of the total award amount will be withheld until 90 days prior to the award end date. To remove this withholding condition, the recipient must submit to BJA for its review and approval, a timeline for the closure of the grant, along with an assurance by the grantee that all documents necessary for closeout will be submitted no later than 90 days after the award end date. The grantee will also submit, along with the timeline and necessary closeout documents, a list of all remaining expenditures (designated by approved budget category) planned for the withheld funds. The grantee also agrees to submit any other supporting documentation deemed necessary by BJA prior to the release of the withheld funds. BJA will issue a Grant Adjustment Notice to remove this condition only upon its receipt and approval of this additional documentation. No portion of the five percent in withheld funds may be expended or drawn down until the recipient receives notice of this GAN approval.
27. The recipient cannot expend or draw down any funds related to budgeted items totaling \$1,339,940 for specialty vehicles unless and until these items are approved by the BJA Director. In the event these requested items are not approved, the grant recipient agrees to expeditiously submit to the program office a revised budget plan (either in whole or in part) for such unallowable costs. Revised budgets will be subject to the review and approval of both the program office and the Office of the Chief Financial Officer (OCFO). The recipient may not expend or draw down these funds until a Grant Adjustment Notice (GAN) has been issued removing this special condition.
28. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
29. The recipient shall not expend or draw down any budgeted funds related to food and beverage items totaling \$1,065,894 until these items are justified and approved by BJA. In the event these requested items are not approved, the grant recipient agrees to expeditiously submit to the program office a revised budget plan (either in whole or in part) for such unallowable costs. Revised budgets will be subject to the review and approval of both the program office and the Office of the Chief Financial Officer (OCFO). The recipient may not expend or draw down these funds until a Grant Adjustment Notice (GAN) has been issued removing this special condition.
30. The award recipient agrees to provide a fair and transparent process for other jurisdictions that are hosting official Convention events, or providing agreed upon mutual assistance to the host city, to receive reimbursement for reasonable security-related costs from the appropriated funds; and disburse grant funds to all authorized mutual aid partners involved in law enforcement and related security activities in a timely manner. BJA reserves the right to freeze grant funds via a Grant Adjustment Notice at any time during the course of this award if any part of this special condition is not adhered to by the award recipient.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Tampa

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2012-NC-BX-3070

PAGE 1 OF 1

This project is supported under FY12(BJA - Presidential Nominating Conventions) Pub. L. No. 112-55, 125 Stat. 552, 615

1. STAFF CONTACT (Name & telephone number)

Stefanie Harris
(202) 305-8069

2. PROJECT DIRECTOR (Name, address & telephone number)

Paul Driscoll
Captain
306 E. Jackson Street
Tampa, FL 33602-4832
(813) 276-3351

3a. TITLE OF THE PROGRAM

BJA FY 12 Solicited

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Security Support for the FY 2012 Presidential Nominating Convention

5. NAME & ADDRESS OF GRANTEE

City of Tampa
306 E. Jackson Street
Tampa, FL 33602-4832

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2011 TO: 09/30/2012

8. BUDGET PERIOD

FROM: 10/01/2011 TO: 09/30/2012

9. AMOUNT OF AWARD

\$ 49,850,000

10. DATE OF AWARD

03/30/2012

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Republican National Convention (RNC) will be held August 27-30, 2012, in the city of Tampa, Florida. The RNC was designated a National Special Security Event (NSSE) by the Department of Homeland Security in February, 2011. With NSSE status, the United States Secret Service (USSS) is the lead agency in charge of security for the RNC.

The City of Tampa will use this grant to support extraordinary law enforcement and related security costs, including overtime, during the RNC. Funds will be used primarily for officer overtime and equipment. Approximately 50 additional local law enforcement agencies, including the Hillsborough County Sheriff's Department, will contribute more than 1,500 law enforcement officers to assist in providing security for the RNC. Previous conventions held in 2008 in Denver and St. Paul demonstrated the need for significant budget resources for law enforcement services in the immediate host city as well as the surrounding metropolitan area and host state. Consequently, funding will also be used to offset personnel expenses and/or equipment purchases for impacted surrounding jurisdictions that have

formal mutual aid agreements to support the city of Tampa with security, response and recovery type activities.

NCA/NCF



AGENDA ITEM MEMORANDUM

To: The Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager *T. Jennene Norman-Vacha*
From: Tim Mossgrove, Fire Chief *Tim Mossgrove*
Subject: Ordinance No. 830 – Home Rule procedure for the imposition and collection of Special Assessments to fund Fire Protection Services
Date: June 5, 2012

GENERAL SUMMARY: Council, at its June 4th meeting, approved Ordinance 830 for first reading. The Ordinance provides a home rule procedure for the imposition and collection of special assessments by the City of Brooksville to fund fire protection services. The procedure for initial implementation of an assessment generally involves adoption of an Annual Assessment Resolution following a duly noticed public hearing (the public hearing for consideration of the Annual Assessment Resolution for Fiscal Year 2012-13 was scheduled for June 18, 2012, immediately following second reading of this ordinance; the assessment roll has been posted to and is currently available for review on the City website).

In the future, City Council would consider subsequent Annual Assessment Resolutions as a part of and during its annual budget adoption process to establish the amount of the assessment for the forthcoming fiscal year. The ordinance also provides for collection of the assessments, either by direct billing of affected property owners or by inclusion of the assessment on the annual property tax bill administered by the county tax collector.

Since Ordinance No. 830 contemplates imposition of the assessments by the City through its home rule powers, staff has determined that there is no need for the continued existence of the Brooksville Fire District (the "BFD"), a dependent special district created in 2004 by City Ordinance No. 682 for the primary purpose of administering a special assessment program to fund fire protection services. Dissolving the BFD will eliminate an unnecessary layer of governmental administration. Ordinance No. 830 repeals Ordinance No. 682 as well as Ordinance No. 788 which established the procedure for the imposition of assessments by the BFD. That procedure is no longer necessary and could be a potential source of confusion if it remains in the City Code.

BUDGET IMPACT: The ordinance is purely procedural in nature and does not by its own operation impose any assessments. It merely sets forth the process to be followed to enable the City Council to consider the imposition of and collection of special assessments to fund fire protection services. The ordinance provides that such assessments may only be imposed by resolution after a duly noticed public hearing. Accordingly, the ordinance itself will have no impact on the budget.

TABLED BY BROOKSVILLE

CITY COUNCIL

ON 6/18/12 INITIALS RH



LEGAL IMPACT: The City possesses home rule authority for the levy and collection of special assessments and has considerable latitude with respect to adopting a home rule procedure for the levy and collection of special assessments.

RECOMMENDATION: Staff recommends enactment of Ordinance No. 830 upon second reading upon roll-call vote.

ATTACHMENTS: Ordinance No. 830

CITY OF BROOKSVILLE, FLORIDA

FIRE SERVICE ASSESSMENT ORDINANCE

FIRST READING JUNE 4, 2012

SECOND READING AND ADOPTION ~~JUNE 18,~~ JULY 2, 2012

TABLE OF CONTENTS

.....PAGE

ARTICLE I
INTRODUCTION

SECTION 1.01. DEFINITIONS..... 1
SECTION 1.02. INTERPRETATION..... 4
SECTION 1.03. FINDINGS..... 5

ARTICLE II
ANNUAL FIRE SERVICE ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY..... 8
SECTION 2.02. PROCEEDINGS..... 9
SECTION 2.03. ASSESSMENT ROLL..... 9
SECTION 2.04. NOTICE..... 10
SECTION 2.05. ANNUAL ASSESSMENT RESOLUTION..... 11
SECTION 2.06. EFFECT OF ANNUAL ASSESSMENT RESOLUTIONS..... 11
SECTION 2.07. ADOPTION OF SUBSEQUENT
ANNUAL ASSESSMENT RESOLUTIONS..... 12
SECTION 2.08. ALTERNATIVE USE OF
UNIFORM ASSESSMENT COLLECTION ACT..... 13
SECTION 2.09. LIEN OF FIRE SERVICE ASSESSMENTS..... 15
SECTION 2.10. REVISIONS TO FIRE SERVICE ASSESSMENTS..... 16
SECTION 2.11. PROCEDURAL IRREGULARITIES..... 16
SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS..... 17
SECTION 2.13. INTERIM ASSESSMENTS..... ~~18~~19
SECTION 2.14. ADMINISTRATIVE HARDSHIP DEFERMENT..... 20

ARTICLE III
COLLECTION OF FIRE SERVICE ASSESSMENTS

SECTION 3.01. COLLECTION..... ~~21~~22
SECTION 3.02. TRADITIONAL METHOD OF COLLECTION..... ~~21~~22
SECTION 3.03. UNIFORM METHOD OF COLLECTION..... ~~24~~25
SECTION 3.04. GOVERNMENT PROPERTY..... ~~25~~26

ARTICLE IV
ISSUANCE OF OBLIGATIONS

SECTION 4.01.	GENERAL AUTHORITY.....	<u>2728</u>
SECTION 4.02.	TERMS OF THE OBLIGATIONS.....	<u>2728</u>
SECTION 4.03.	VARIABLE RATE OBLIGATIONS.....	<u>2829</u>
SECTION 4.04.	TEMPORARY OBLIGATIONS.....	<u>2829</u>
SECTION 4.05.	ANTICIPATION NOTES.....	<u>2930</u>
SECTION 4.06.	TAXING POWER NOT PLEDGED.....	<u>2930</u>
SECTION 4.07.	TRUST FUNDS.....	<u>3031</u>
SECTION 4.08.	REMEDIES OF HOLDERS.....	<u>3031</u>
SECTION 4.09.	REFUNDING OBLIGATIONS.....	<u>3031</u>

ARTICLE V
GENERAL PROVISIONS

SECTION 5.01.	APPLICABILITY.....	<u>3233</u>
SECTION 5.02.	SEVERABILITY.....	<u>3233</u>
SECTION 5.03.	ALTERNATIVE METHOD.....	<u>3233</u>
SECTION 5.04.	REPEALER.....	<u>3233</u>
SECTION 5.04.	EFFECTIVE DATE.....	<u>3334</u>

ORDINANCE NO. 830

AN ORDINANCE RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF BROOKSVILLE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE SERVICE ASSESSMENTS AGAINST PROPERTY THROUGHOUT THE CITY; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING THAT FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS; PROVIDING FOR VARIOUS RIGHTS AND REMEDIES OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS WILL NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CITY ORDINANCE NOS. 682 AND 788; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

“**Annual Assessment Resolution**” means the resolution described in Article II hereof, establishing the rate at which an Assessment for a specific Fiscal Year will be

computed; and the adoption of which, after a duly noticed public hearing, shall be the final proceeding for the imposition of assessments for fire protection services and facilities.

“Assessed Property” means all Tax Parcels of land included in the Fire Service Assessment Roll that receive a special benefit from the continual availability of fire protection services and facilities.

“Assessment” or **“Fire Service Assessment”** means a special assessment imposed by the Council pursuant to this Ordinance, after a public hearing, to fund the Fire Service Assessed Cost. The term **“Assessment”** and the reference to special assessments or non-ad valorem assessments herein means those assessments which can become a lien against a homestead as permitted by Article X, Section 4 of the Florida Constitution, as amended.

“Assessment Coordinator” means the City Manager, or such person’s designee, responsible for coordinating calculation and collection of Assessments as provided herein.

“Assessment Ordinance” or **“Ordinance”** means this Ordinance.

“Assessment Roll” or **“Fire Service Assessment Roll”** means the special assessment roll relating to an Assessment confirmed by the City Council after a public hearing required in Article II hereof.

“City” means the City of Brooksville, Florida.

“City Clerk” means the Clerk to the City Council, or such person’s designee.

“City Council” means the governing body of the City of Brooksville, Florida.

“City Manager” means the chief administrative office of the City.

“Fire Service Assessed Cost” means that portion of the annual budget for any Fiscal Year representing all or some portion of the cost of maintaining continual readiness to provide fire protection to Tax Parcels within the City which will be funded through the imposition of Fire Service Assessments. In the event the City also imposes an impact fee upon new growth or development for capital improvements related to fire protection, the Fire Service Assessed Cost shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.

“Fiscal Year” means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

“Government Property” means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

“Obligations” means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or

incurred to finance fire protection facilities and equipment and secured, in whole or in part, by proceeds of the Assessments.

“Pledged Revenue” means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the City Council's sole option, to secure the payment of such Obligations, as specified by this Ordinance and any resolution authorizing such Obligations.

“Property Appraiser” means the Property Appraiser of Hernando County, Florida.

“Tax Collector” means the Tax Collector of Hernando County, Florida.

“Tax Parcel” means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“Tax Roll” means the real property ad valorem tax assessment roll and data base maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

“Uniform Assessment Collection Act” means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to fire protection services, facilities or programs.

(C) The special benefits to affected lands provided as a result of an Assessment include by way of example and not limitation, the continual availability and use of fire protection services to each tax parcel within the City, protection of public safety, stable or decreasing insurance costs, a potential increase in value to property, and an assured level of service to landowners and tenants.

(D) The constant and continued preparedness to provide fire protection services, facilities and programs possess a logical relationship to the value, use and enjoyment of real property by: (1) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of real property; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (4) providing protection for uninsured or underinsured property and property owners; and (5) containing the spread of fire incidents, sometimes occurring on vacant or undeveloped property, with the potential to spread and endanger the structures and occupants of nearby improved property, thereby limiting liability.

(E) The combined fire control and associated basic life support emergency medical services of the City under its existing consolidated fire protection program

enhances and strengthens the relationship of such services to the value, use and enjoyment of the parcels of property within the City.

(F) The Assessment imposed pursuant to this Ordinance is imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Ordinance shall be construed as ministerial.

(G) The annual Assessments to be imposed pursuant to this Ordinance are special assessments and may also constitute and be described as non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(H) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of city-wide Assessments under the home rule powers of a municipality to impose special assessments, (2) authorize a procedure for the funding of fire protection services, facilities, or programs providing special benefits to property within the City, and (3) establish a significant tax equity tool which can be used to reduce a dependence on property taxes alone as a source of funding for fire protection services, facilities and programs, reduce demand on other legally available funds, allow for local policy discretion as difficult overall budget choices are made by the City Council each year, and give the community a more equitable, balanced, sustainable and dedicated means of funding essential fire protection related services and capital improvements.

[Remainder of page intentionally left blank.]

ARTICLE II
ANNUAL FIRE SERVICE ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The City Council is hereby authorized to impose an annual Assessment to fund all or any portion of the Fire Service Assessed Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of fire protection services, facilities, or programs. For purposes of this Ordinance, references to 'benefit', 'special benefit', 'benefitted property' or the like also include the relief of a burden to continually stand in readiness created by real property as well as improvements thereon. All Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the annual Assessment imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a fair and reasonable apportionment of the Fire Service Assessed Cost among properties on a basis reasonably related to the special benefit provided by the availability of fire protection services, facilities, or programs funded with Assessment proceeds. The amount of the annual Assessment imposed each Fiscal Year shall include administration and collection costs associated with the annual Assessment. In the event the Assessments are collected pursuant to the Uniform Assessment Collection Act, the amount of the annual Assessment will also include fees

imposed by the Property Appraiser and Tax Collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the Assessments annually on the same bill as property taxes. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

SECTION 2.02. PROCEEDINGS. The proceedings for the imposition of an Assessment shall include a public hearing noticed in the manner set forth in Section 2.04 hereof, and the adoption at or anytime thereafter of an Annual Assessment Resolution which shall (A) contain a brief and general description of the fire protection services, facilities or programs to be provided or made available, (B) describe the method or methods of apportioning the Fire Service Assessed Cost among affected Tax Parcels, (C) describe the Tax Parcels, if any, to be exempted from the Fire Service Assessment for legal or public policy purposes, (D) identify the rate or rates of assessment and approve and adopt the annual Assessment Roll, consistent with the requirements of Section 2.03 hereof, and (E) determine the method of collecting the Fire Service Assessment.

SECTION 2.03. ASSESSMENT ROLL.

(A) The Assessment Coordinator shall prepare, or direct the preparation of, the Assessment Roll, which shall contain the following:

(1) A summary description of all Assessed Property by Tax Parcel conforming to the description contained on the Tax Roll.

(2) The name of the owner of the Assessed Property.

(3) The extension or application of the rates of the proposed Assessment to be imposed against each such Tax Parcel of Assessed Property.

(B) The Assessment Roll shall be retained by the Assessment Coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel of property can be determined by use of the internet, a computer terminal available to the public or similar technology available to the public.

SECTION 2.04. NOTICE. At least twenty (20) days prior to the public hearing, the City shall notice the public hearing by publication in a newspaper generally circulated within the boundaries of the City. The notice shall provide the date, time and place of the hearing. The notice shall contain a general statement that the City Council will consider a special assessment throughout the City on the various parcels of property within the City to fund all or a portion of the cost to continually be available and stand ready to provide fire protection services, facilities and programs, the proposed rates or explanation of the schedule of Assessments and include general information pertaining to the proposed apportionment methodology, the method of collection and a statement that all affected property owners have a right to appear at the

public hearing and the right to file written objections within twenty (20) days of the publication of the notice. The notice shall direct all interested persons to the Assessment Roll and information concerning the amount of the proposed Assessment applicable to each parcel of property; provided, however, that such Assessment Roll need not be in printed form if the amount of the Assessment for each parcel of property can be determined by use of the internet, a computer terminal available to the public, or similar technology available to the public.

SECTION 2.05. ANNUAL ASSESSMENT RESOLUTION. At the time named in such notice, or to which an adjournment or continuance may be taken by the City Council, the City Council shall receive any written comments or objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Annual Assessment Resolution which shall (A) establish the rate or rates of assessment to be imposed in the designated Fiscal Year; (B) approve and adopt the Assessment Roll, with such amendments and directions as it deems just and right; and (C) provide direction as to the method of collection. All parcels assessed shall derive a special benefit from the fire protection services, facilities, or programs to be provided or constructed and the Assessment shall be fairly and reasonably apportioned between the properties that receive the special benefit. All objections to the Annual Assessment Resolution shall be made in writing, and filed with the Assessment Coordinator at or before the time or adjourned time of such hearing. The Annual Assessment Resolution

as confirmed shall constitute the final action necessary annually to impose or re-impose Assessments hereunder.

SECTION 2.06. EFFECT OF ANNUAL ASSESSMENT RESOLUTION.

The Assessments for the initial Fiscal Year and each subsequent Fiscal Year shall be established upon adoption and confirmation of the Annual Assessment Resolution. The adoption and confirmation of the Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the City Council action adopting and confirming on the Annual Assessment Resolution. The initial Assessment Roll, as approved by the Annual Assessment Resolution, shall be delivered for collection using the traditional direct billing method of collection described in Section 3.02 hereof to collect the Assessments, or such other method as the City Council by resolution shall designate.

SECTION 2.07. ADOPTION OF SUBSEQUENT ANNUAL ASSESSMENT RESOLUTIONS. The City Council may adopt subsequent Annual Assessment Resolutions as a part of and during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which an Assessment is imposed hereunder. The Annual Assessment Resolution shall approve the Assessment Roll for the upcoming

Fiscal Year. The Assessment Roll may be prepared in accordance with the methods of apportionment set forth in the prior Assessment Resolution but may include modifications as a matter of policy as to what, if any, portion or portions of the City's budget is paid for from legally available funds other than Assessment revenues. Failure to adopt an Annual Assessment Resolution during the budget adoption process may be cured at any time.

SECTION 2.08. ALTERNATIVE USE OF UNIFORM ASSESSMENT COLLECTION ACT.

(A) The City may determine to use the uniform method of collection provided for in the Uniform Assessment Collection Act; provided, however that all of the extraordinary procedures required by the Uniform Assessment Collection Act can be and are timely complied with.

(B) In the event the uniform method of collection provided for in the Uniform Assessment Collection Act is determined to be used, the Assessment Coordinator shall publish notice which shall conform to the requirements set forth in the Uniform Assessment Collection Act and, in addition to the requirements set forth in this Ordinance, the Assessment Coordinator shall provide notice of the proposed Assessment by first class mail to the owner of each parcel of property subject to the Assessment which shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such mailed notice may be provided by including the

Assessment in the Property Appraiser's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under s. 200.069, Florida Statutes, or its successor in function. The Assessment Coordinator may provide proof of such notice by affidavit. Failure of the owner to receive notice due to mistake or inadvertence shall nevertheless not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the City Council pursuant to this Ordinance.

(C) The City Council may also establish by resolution or directive such reasonable procedures or directions to confirm and comply with the Uniform Assessment Collection Act as may be practicable and necessary.

(D) Nothing herein shall preclude the City Council from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to the Uniform Assessment Collection Act. In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the City Council and included in notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, (2) the method of apportionment is changed or the purpose for which the Assessment is imposed is substantially changed from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform

Assessment Collection Act, (3) Assessed Property is reclassified in a manner which results in an increased Assessment from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice and opportunity to be heard shall be provided to the owners of such Assessed Property. Such notice shall substantially conform to the notice requirements set forth in the Uniform Assessment Collection Act and inform the owner of the time, date and place for adoption of the Annual Assessment Resolution. The failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the City Council pursuant to this Ordinance.

(E) The Assessment Roll, as approved by the Annual Assessment Resolution, shall be certified and delivered to the Tax Collector as required by the Uniform Assessment Collection Act.

SECTION 2.09. LIEN OF FIRE SERVICE ASSESSMENTS. Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, until paid such lien shall be superior in dignity to all other prior liens, mortgages, titles, and

claims. The lien for an Assessment shall be deemed perfected upon adoption by the City Council of the Annual Assessment Resolution. The lien for an Assessment collected under the Uniform Assessment Collection Method shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for an Assessment collected under the traditional method of collection provided in Section 3.02 hereof shall be deemed perfected upon adoption and confirmation by the City Council of the Annual Assessment Resolution, after a public hearing, and shall attach to the property on such date of each such Annual Assessment Resolution.

SECTION 2.10. REVISIONS TO FIRE SERVICE ASSESSMENTS. If

any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the City Council is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has omitted any property on the Assessment Roll which property should have been so included, the City Council may take all necessary steps to impose a new Assessment against any property benefited by the Fire Service Assessed Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the City Council may obtain and impose other Assessments until a valid Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, Assessment Coordinator, City Council, or their deputies, employees, or agents shall operate to release or discharge any obligation for payment of an Assessment imposed by the City Council under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of fire protection services, facilities, or programs, but that such property was omitted from

the Assessment Roll, the City Council may, upon provision of notice to the owner by first class mail, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. Such total Assessment shall become delinquent if not fully paid upon the expiration of sixty (60) days from the date of the adoption of said resolution. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected as provided in Article III hereof.

(C) The Assessment Coordinator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any property subject to an Assessment, based upon presentation of competent and substantial evidence, to correct any error in annually applying the Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of mailed notice pursuant to this Ordinance or the Uniform Assessment Collection Act. ~~Any such correction~~Additionally, because the size and nature of the Tax Roll may yield anomalies, the Assessment Coordinator is authorized to apply sound public administration judgment and delete or remove individual Tax Parcels from the Assessment Roll that due to specific circumstances do not receive a special benefit, are

not developable (e.g. subsurface rights, submerged, slivers, right-of-way, common elements) or are reasonably determined to be inappropriate, infeasible or impracticable to assess, and do not merit the expenditure of public funds and resources to impose or collect such Assessments. Unless the Assessment Coordinator determines that a Tax Parcel does benefit, for any Tax Parcel with a just or market value of less than \$ _____ (as determined solely by the Property Appraiser), such value may be used as a prima facie determination that the Tax Parcel need not be included on the Assessment Roll. Any such corrections shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the Assessment Coordinator and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the Assessment Coordinator.

SECTION 2.13. INTERIM ASSESSMENTS.

(A) An interim Assessment shall be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of the Annual

Assessment Resolution. The amount of the interim Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Assessment shall also include an estimate of the subsequent year's Assessment. No Certificate of Occupancy shall be issued until full payment of the interim Assessment is received by the City. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Assessment, shall not relieve the owner of such property of the obligation of full payment. For the purpose of this provision, such interim Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all State, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

(B) Exclusive of property for which an interim Assessment was paid pursuant to subsection (A) hereof, an interim Assessment shall also be imposed against any property which for any reason was omitted from the Fire Service Assessment Roll or was not listed on the Tax Roll as an individual Tax Parcel as of the effective date of the

Assessment Roll approved by the Annual Assessment Resolution for any upcoming Fiscal Year. For the purpose of this provision, such interim Assessment shall be deemed due and payable and shall constitute a lien against such property for which it is imposed. Said lien shall be equal in rank and dignity with the liens of all State, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

SECTION 2.14. ADMINISTRATIVE HARDSHIP DEFERMENT.

(A) Annually upon application of the Owner of a Tax Parcel subject to the Assessments contemplated herein, the Assessment Coordinator may grant a hardship deferment, in which case the Tax Parcel in question will receive a deferral. The owner shall be required to execute a binding agreement encumbering the Tax Parcel and otherwise assure the City that payment in full of the Assessment and any recording cost, plus interest at an estimated cost of City funds compounded annually, shall be due over a period of time or upon sale or transfer of the property. Such agreement or a memorandum thereof shall be recorded in the Official Records of Hernando County, Florida. Dependent upon the volume or demand for such deferment, the City Council may determine to release such deferments in the future. However, all funding for such hardship deferment, or the consequences of the deferment or any future release, shall be from legally available funds other than direct proceeds of other Assessments. The

Assessment Coordinator is authorized to use sound public administration judgment in applying this authority and considering such applications.

(B) This provision serves to promote a public purpose and the general welfare, morals and contentment of the inhabitants and residents of the City.

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**ARTICLE III
COLLECTION OF FIRE SERVICE ASSESSMENTS**

SECTION 3.01. COLLECTION.

(A) The process of collection is driven by many equitable, practical and economic factors. The traditional direct billing method is initially far less expensive and provides fair and adequate notice and opportunity to be heard through publication in a newspaper of general circulation. The uniform method of collection additionally provides extraordinary notice by individual mailing, but such notice is many times more expensive than published notice. The individually mailed notice required by the Uniform Assessment Collection Act is extraordinary and unique to collection of an Assessment occurring along with and included on the same bill as for ad valorem taxes.

(B) Unless otherwise directed by the City Council, the Assessments shall be collected pursuant to the traditional direct billing method provided in Section 3.02 hereof. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by this Ordinance or the Uniform Assessment Collection Act.

SECTION 3.02. TRADITIONAL METHOD OF COLLECTION. The City may elect to collect the Assessments by any other method which is authorized by law or provided by this Section as follows:

(A) The City shall provide Assessment bills by first class mail to the owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement or method used to determine the amount of the Assessment, (3) the number of units contained within the Tax Parcel, (4) the rate or rates applied to the units of measurement or method and the total amount of the Assessment imposed against the Tax Parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Assessments throughout the City may be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Assessments in the manner provided by law.

(D) An Assessment shall become delinquent if it is not paid within thirty (30) days from the date any installment is due. The City or its agent shall notify any property owner who is delinquent in payment of his or her Assessment within ninety

(90) days from the date such assessment was due. Such notice shall state in effect that the City or its agent may either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property; or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(E) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(F) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses otherwise reasonably attributable thereto, may be collected subsequently

pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(G) Any City Council action required in the collection of Assessments may be by resolution.

SECTION 3.03. UNIFORM METHOD OF COLLECTION.

(A) In lieu of utilizing any other method of collection available to the City, the City may elect to collect Assessments using the uniform method pursuant to the Uniform Assessment Collection Act; and, for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and expenses and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

(B) If the City Council determines the Assessments are to be collected on the same bill as for ad valorem taxes, then the Assessment coordinator shall comply and conform to the extraordinary requirements of the Uniform Assessment Collection Act.

SECTION 3.04. GOVERNMENT PROPERTY.

(A) To the extent permitted by law, the City reserves the right to impose a charge or fee comparable in amount to Assessments on Governmental Property. As used in this section, the context of the term 'Assessment' shall refer to such a charge or fee. If Assessments are imposed against Government Property, the City shall provide Assessment bills by first class mail to the owner or agent of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the Tax Parcel, (4) the rate or rates applicable to the units of measurement or method and the total amount of the Assessment imposed against the Tax Parcel for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within thirty (30) days from the date any installment is due. The City shall notify the owner of any Government Property that is delinquent in payment of its Assessment within ninety (90) days from the date such assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in twelve installments with a remedy of a mandamus action in the event of non-payment. The City Council may also contract for such billing services with any utility not otherwise owned by the City.

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**ARTICLE IV
ISSUANCE OF OBLIGATIONS**

SECTION 4.01. GENERAL AUTHORITY.

(A) The City Council shall have the power and is hereby authorized to provide by ordinance or resolution, at one time or from time to time in series, for the issuance of Obligations to fund fire protection facilities and equipment and any amounts to be paid or accrued in connection with issuance of such Obligations including but not limited to capitalized interest, transaction costs and reserve account deposits.

(B) The principal of and interest on each series of Obligations shall be payable from Pledged Revenue. The City Council may agree, by ordinance or resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The City Council may also provide, by ordinance or resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such ordinance or resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

SECTION 4.02. TERMS OF THE OBLIGATIONS. The Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may

be determined by ordinance or resolution of the City Council, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the City Council. Said Obligations shall mature not later than forty (40) years after their issuance. The City Council shall determine by ordinance or resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the City Council shall determine by ordinance or resolution. The Obligations may be delivered to any contractor to pay for the provision of fire protection facilities and equipment or may be sold in such manner and for such price as the City Council may determine by ordinance or resolution to be for the best interests of the City.

SECTION 4.03. VARIABLE RATE OBLIGATIONS. At the option of the City Council, Obligations may bear interest at a variable rate.

SECTION 4.04. TEMPORARY OBLIGATIONS. Prior to the preparation of definitive Obligations of any series, the City Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and

are available for delivery. The City Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions or things which are specifically required by this Ordinance.

SECTION 4.05. ANTICIPATION NOTES. In anticipation of the sale of Obligations, the City Council may, by ordinance or resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Assessments, the proceeds of the notes and such other legally available moneys as the City Council deems appropriate by ordinance or resolution. Said notes shall mature within five (5) years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The City Council may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

SECTION 4.06. TAXING POWER NOT PLEDGED. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue and, if applicable, proceeds of the Assessments, in the manner provided herein and by the ordinance or resolution authorizing the Obligations. The

issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatsoever. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

SECTION 4.07. TRUST FUNDS. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the ordinance or resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the ordinance or resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

SECTION 4.08. REMEDIES OF HOLDERS. Any holder of Obligations, except to the extent the rights herein given may be restricted by the ordinance or resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights

under the laws of the state or granted hereunder or under such ordinance or resolution, and may enforce and compel the performance of all duties required by this part, or by such ordinance or resolution, to be performed by the City.

SECTION 4.09. REFUNDING OBLIGATIONS. The City may, by ordinance or resolution of the City Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City issued to finance fire protection facilities and equipment, and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Assessments set forth in an Annual Assessment Resolution or other resolution, the City Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by this Ordinance.

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ARTICLE V
GENERAL PROVISIONS

SECTION 5.01. APPLICABILITY This Ordinance and the City's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 5.02. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5.03. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

SECTION 5.04. REPEALER. City Ordinance Nos. 682 and 788 are hereby repealed. All ordinances, resolution or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5.05. EFFECTIVE DATE. This Ordinance shall be in force and take effect immediately upon its passage and adoption by the City Council.

**CITY COUNCIL OF
THE CITY OF BROOKSVILLE, FLORIDA**

(SEAL)

By: _____
Joseph E. Johnson, III, Mayor

ATTEST:

Janice L. Peters, CMC, City Clerk

PASSED on First Reading _____

NOTICE Published on _____

Passed on Second and Final Reading _____

Approved as to form for the Reliance
of The City of Brooksville Only:

VOTE OF CITY COUNCIL

Thomas S. Hogan, Jr., City Attorney

Bernardini _____
Bradburn _____
Burnett _____
Hohn _____
Johnston _____

*City of Brooksville
Fire Service Assessment Ordinance*

SHARE ACCTS JUNE 2012

<u>ACCOUNT</u>	<u>CUSTOMER NAME</u>	<u>ADDRESS</u>	<u>#</u>	<u>\$190.10</u>
SHARE 01 - -4Y2H= \$190.10				
101-01200-36	AFFORDABLE INSURANCE	22 N BROAD STREET	#	\$31.68
101-01100-51	OLIVER & COMPANY	18 N BROAD STREET	#	\$31.68
101-01300-13	VACANT	36 N BROAD STREET	ANT	VACANT
101-01400-90	SNOW'S INS COMPANY	24 N BROAD STREET	#	\$31.68
101-00500-76	LOWMAN PROPERTIES	31 S MAIN STREET	ANT	\$31.68
101-00400-08	REVAMPIT	15 S MAIN STREET		\$31.68
101-00200-42	R & D PANARAMA ENTERPRISES	2 N BROAD STREET	ANT	\$28.11
101-00300-20	VACANT	12 N BROAD STREET	#	VACANT
101-00100-67	BILL'S BISTRO	4 N BROAD STREET	#	\$31.68

AGENDA ITEM NO. G-1
7/2/12



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: TIMOTHY MOSSGROVE, FIRE CHIEF *[Signature]*
SUBJECT: RESOLUTION NO. 2012-05 - ANNUAL ASSESSMENT
DATE: JUNE 11, 2012

GENERAL SUMMARY/BACKGROUND: Attached for consideration is Resolution No. 2012-05 (the "Annual Assessment Resolution") which provides for the imposition and collection of special assessments to fund fire protection services for the fiscal year commencing October 1, 2012. The procedure for initial implementation of an assessment is set forth in Ordinance No. 830 and involves adoption of an Annual Assessment Resolution following a duly noticed public hearing. The public hearing has been noticed as required by Ordinance No. 830 and the assessment roll has been posted to and is currently available for review on the City website.

The Annual Assessment Resolution implements the two-tiered apportionment methodology summarized in the Executive Summary prepared by Real Estate Research Consultants in collaboration with Bryant Miller Olive and Ennead, LLC, and presented to City Council on May 21, 2012. The proposed assessment for each tax parcel as set forth therein is based upon \$.078 per \$1,000 of improvement value for Tier 1 (relative value of improvements) and \$106 per parcel for Tier 2 (readiness to serve per parcel).

Additionally, the Annual Assessment Resolution approves the assessment roll, describes the use or parcel categories which will be exempt from the fire assessment (i.e. governmentally-owned property, submerged lands, property owned by churches, etc.) and provides for direct billing of the first annual cycle of assessments. If the assessment is adopted, collection on the annual property tax bill may commence with the November, 2013 tax bill. City Council will have the flexibility in subsequent fiscal years to address the dollar amount of assessment imposed, as well as exemptions, during the annual budget cycle.

SB **BUDGET IMPACT:** In accordance with Resolution No. 2012-04 adopted on May 21, 2012, the Annual Assessment Resolution provides for imposition and collection of fire service assessments in such amounts as will generate approximately \$600,000 in assessment proceeds. The balance of the fire department budget will be funded through other legally available revenues of the City. The exact amount of the assessment may be refined by City Council during the its annual budget adoption process, though the amounts of \$.078 per \$1,000 of improvement value for Tier 1 and \$106 per parcel for Tier 2 cannot be increased without new notice and public hearing, as required by Ordinance No. 830.

TABLED BY BROOKSVILLE
CITY COUNCIL
ON 6/18/12 INITIALS KH

Page 2 of 2

RE: Resolution No. 2012-05 – Annual Assessment

June 11, 2012

 **LEGAL REVIEW:** The City possesses home rule authority for the levy and collection of special assessments and has considerable latitude with respect to adopting an apportionment method which provides the best fit in terms of cost and implementation, not only with respect to affected landowners but also to the staff and officials charged with maintenance of the assessment program from year to year.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution No. 2012-05 after conclusion of the public hearing.

ATTACHMENTS: Resolution No. 2012-05

CITY OF BROOKSVILLE, FLORIDA

**FIRE SERVICE ASSESSMENT
ANNUAL ASSESSMENT RESOLUTION**

**PUBLISHED NOTICE OF PUBLIC HEARING MAY 26, 2012
ASSESSMENT ROLL POSTED ON CITY WEBSITE MAY 27, 2012
PUBLIC HEARING AND ADOPTION JUNE 18, 2012**

TABLE OF CONTENTS

PAGE

ARTICLE I
INTRODUCTION

SECTION 1.01. AUTHORITY	1
SECTION 1.02. DEFINITIONS	1
SECTION 1.03. INTERPRETATION	2
SECTION 1.04. FINDINGS.....	2

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT	13
SECTION 2.02. FIRE SERVICE ASSESSMENT ROLL	13
SECTION 2.03. NOTICE BY PUBLICATION	14
SECTION 2.04. PUBLIC HEARING.....	15

ARTICLE III
ASSESSMENTS

SECTION 3.01. IMPOSITION THROUGHOUT CITY	16
SECTION 3.02. IMPOSITION OF ASSESSMENTS	16
SECTION 3.03. APPORTIONMENT APPROACH	16
SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS	17
SECTION 3.05. COLLECTION OF ASSESSMENTS; VALIDATION	17
SECTION 3.06. EXEMPTION	18
SECTION 3.07. EFFECT OF ANNUAL ASSESSMENT RESOLUTION	20

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. AUTHORIZATIONS	22
SECTION 4.02. CONFLICTS.....	22
SECTION 4.03. SEVERABILITY	22
SECTION 4.04. EFFECTIVE DATE	23

APPENDIX A	FORM OF PUBLISHED NOTICE
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RESOLUTION NO. 2012-05

A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE, FLORIDA, RELATING TO THE AVAILABILITY AND FUNDING OF FIRE PROTECTION AND RELATED ESSENTIAL SERVICES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS WITHIN THE CITY TO FUND, IN PART, THE SERVICES, FACILITIES AND PROGRAMS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION; IDENTIFYING BENEFITS, BURDENS AND COSTS TO BE ASSESSED; ESTABLISHING THE METHOD OF APPORTIONING BENEFITS, BURDENS AND COSTS AMONG SPECIALLY BENEFITED PROPERTY; ADOPTING AN ASSESSMENT ROLL; PROVIDING THE METHOD OF COLLECTION; PROVIDING FOR ASSOCIATED POLICY DIRECTION; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Brooksville, Florida is adopted pursuant to Ordinance No. 830 (the "Assessment Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Annual Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance, unless the context hereof otherwise requires.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Resolution; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The constant and continued preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by: (1) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of real property; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (4) providing protection for uninsured or underinsured property and property owners; and (5) containing the spread of fire incidents, sometimes occurring on vacant or undeveloped property, with the potential to spread and endanger the structures and occupants of nearby improved property, thereby limiting liability.

(B) The sharing of benefits, burdens and costs for fire protection services and facilities based upon the relative value of improvements for each Tax Parcel in the City as compared to the value of improvements for all Tax Parcels in the City could conceivably serve alone as a fair and reasonable means to apportion entirely the Fire Service Assessed Cost. Such approach substantially removes the underlying land values from consideration and reasonably focuses upon the built environment on the land protected by fire services, facilities and programs. This is a direct and logically related means to share benefits, burdens and costs of fire protection services, facilities and programs.

(C) It is also clear that the relative improvement value of improvements to land may be utilized as one factor among others considered in a given formula or calculus since the resulting Assessments are formed from a reasoned or logical base against which the special benefits, burdens and costs may be multiplied or determined.

(D) Apportionment on the basis of relative improvement value (as determined by data derived from Tax Roll prepared by the Property Appraiser) recognizes the relatively higher benefit accruing to properties which face greater financial loss in the event of fire incident.

(E) Besides the advantage of relying upon data prepared by the Property Appraiser in the normal conduct of his or her responsibilities, an approach based in whole or in part upon relative improvement value is also advantageous because it is self-correcting. Relative value of improvements may change from year to year in accordance

with market conditions and other factors and such variation will be adjusted automatically each subsequent year in accordance with the updated improvement value determined by the Property Appraiser. If the improvements on a given Tax Parcel were to increase or decrease in value with the passage of time relative to the updated improvement value city-wide, that Tax Parcel's relative percentage to the total amount assessed for that Tax Parcel and all Tax Parcels would also increase or decrease proportionately.

(F) The mere availability of fire protection services and facilities benefits each Tax Parcel of real property in the City in a substantially uniform fashion by relieving the common burden placed upon City services and facilities collectively created by individual Tax Parcels whether a fire event occurs or not. Fundamentally, the presence of each Tax Parcel within the City creates a comparable and similar requirement to stand ready to serve and continually maintain a preparedness to provide fire protection and associated services and facilities for all Tax Parcels.

(G) The City's core preparedness costs are generally those necessary to maintain the readiness of fire personnel to respond in the event of random emergency calls and to assure an effective network of coverage for basic insurance ratings. Such preparedness is continual and predominantly lies in wait for the emergency of a fire incident.

(H) The Council has carefully considered the report prepared by Real Estate Research Consultants describing a special assessment apportionment methodology designed to fund all or some portion of the City's annual budget expenditures

corresponding to fixed (as opposed to more variable) costs incurred in maintaining common or similar continual readiness to provide fire protection to all parcels.

(I) These core preparedness costs of lying in wait are largely recurring, almost fixed over the course of a budgetary period, because they are strongly associated with wages, salaries, administration, and overhead which support the constant availability of services and facilities. Such core costs must be absorbed even when firefighting capabilities remain exclusively in standby mode.

(J) Fixed costs can generally be described as those costs incurred in providing services, facilities and programs required for readiness to provide fire protection which do not necessarily vary from parcel to parcel based upon property classification, parcel-specific physical characteristics (improvements) or actual demand in the event of deployment. Variable costs are those dependent upon or which more closely bear a direct relationship to property classification and/or parcel-specific physical characteristics such as value of improvements, and therefore are more likely to vary from parcel to parcel.

(K) The constant potential for the outbreak of a fire represents the predominant requirement for service. When and where a fire incident occurs is essentially an unknown and difficult variable to accurately predict. The scale of this potential defines the basic underlying cost of being prepared to limit fire loss and to protect property values. From a policy and public purpose standpoint, preparedness is the predominant activity of the City's fire services and facilities. The City, in this state of readiness, must consider the

committable personnel, necessary equipment and facilities, and the time likely required to extinguish a fire (planning or preparing for the potential incident or event) prior to the emergency allocation of direct resources enabling a fire to be extinguished as quickly as possible (deploying to or intervening in the incident or event itself). The amount of resources for fire protection service, facilities and programs made available in such a continual preparedness exercise each year is a public administration and policy decision which necessarily focuses in the aggregate on all property within the City.

(L) In developing a recurring revenue source to fund a portion of the core fixed cost component of the City's annual budget associated with a continued readiness to provide fire protection services, facilities and programs, it is not necessary to solely focus on the size, value or physical characteristics of individual Tax Parcels for fire protection. Instead, in this context, each individual Tax Parcel contributes similarly to the required state of readiness, and similarly and substantially shares the same benefits from such core fixed cost component; and, therefore it is fair and reasonable to ask the owner of each Tax Parcel to contribute equally toward funding all or a portion of the core fixed costs associated with such continual readiness to provide fire protection services and facilities.

(M) The findings contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon two distinct tiers or classes of apportionment

allocation: Tier 1 – a sharing of benefits, burdens and costs for fire protection services and facilities based upon the relative value of improvements for each Tax Parcel in the City as compared to the value of improvements for all Tax Parcels in the City; and, Tier 2 – a sharing of benefits, burdens and costs for fire protection services and facilities on a per Tax Parcel allocation premised upon maintaining a continual state of preparedness and readiness to serve whether or not a request for actual assistance is ever received. Although either of these two tiers might be used singularly to address a significant portion of the budget for special assessment apportionment purposes, together they provide a simplified and powerful equity tool for the City to fairly and reasonably share assessable benefits, burdens and costs among all assessable Tax Parcels in the City.

(N) Allocating a portion of the fixed costs attributable to the City's continual readiness to provide fire protection services and facilities on a Tax Parcel basis reasonably avoids cost inefficiencies and unnecessary administration, and is a fair, efficient and reasonable mechanism to allocate such costs among all Tax Parcels.

(O) The use of data derived from the Tax Roll (both in form and content), which is a publicly and uniformly maintained database of all Tax Parcels employed by the Property Appraiser and Tax Collector, is an accurate, fair and efficient means to allocate or distribute Fire Service Assessed Costs associated with standing ready to provide fire protection and associated services and facilities.

(P) It is fair, reasonable, effective, and efficient for all Tax Parcels, including statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability, to share equally in the core fixed costs represented by the special assessments to be imposed hereby, particularly since such costs are not necessarily dependent upon or determined by physical characteristics or demand in the event of deployment.

(Q) It is also fair and reasonable that some portion of fixed costs and variable costs be shared and distributed among Tax Parcels, including statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability, using the apportionment methods which are weighted more heavily on the Fire Assessment Roll (using data from the Tax Roll) toward physical characteristics, such as those represented by the relative value of improvements.

(R) Real Estate Research Consultants has reviewed current and prior year budget information related to the provision of fire protection services and facilities and conducted a reasoned analysis of advanced life support services (“ALS”), and culled just over 16% of the exemplary budget to avoid any question that the Fire Service Assessed Cost improperly includes emergency medical services other than first response medical services routinely delivered by fire fighters. This is a well-considered means to isolate such advanced life support medical services from fire service related responses and avoid debate as to case law validity of the resulting Fire Service Assessment.

(S) Real Estate Research Consultants has reviewed current and prior year budget information related to the provision of fire protection services and facilities and conducted a reasoned analysis of fixed and variable cost budget components, resulting in the determination that all Tax Parcels benefit in a substantially uniform manner from services, facilities and programs characterized as fixed and otherwise necessary to provide a continual readiness to provide fire protection. Real Estate Research Consultants has determined that almost sixty percent (60%) of the fire department budget could be reasonably allocated per Tax Parcel to core fixed cost expenditures incurred in maintaining readiness to provide fire protection and associated services and facilities (Tier 2); and, at least twenty-four percent (24%) of the fire department budget could be reasonably allocated to both fixed and variable cost expenditures based upon the relative value of improvements associated with each Tax Parcel (Tier 1).

(T) It is fair and reasonable to fund all or a portion of the Fire Service Assessed Cost on the basis of the relative value of improvements associated with each Tax Parcel compared to the total value of all improvements in the City in order to recognize the proportional benefit accruing to properties which face greater financial loss in the event of fire incident.

(U) It is fair and reasonable to multiply the estimated budget for fire protection services, facilities and programs by an identified proportion of the core fixed costs associated with the continual readiness to provide fire protection, in order to determine a

proportional amount of the estimated budget allocable to such core fixed costs; and, then divide such amount by a reasonable estimate of the total number of Tax Parcels within the City in order to determine the proposed annual rate of assessment per Tax Parcel in an attempt to uniformly and proportionally fund such core fixed costs.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may alternatively determine to fund all or some discrete portion of an essential service or improvement, such as fire protection services, facilities and programs, with general fund or other legally available revenues. The determination as to whether to contribute other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) There is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. Stated in the alternative, the City Council may annually determine as a tax equality tool to impose special assessments at a rate less than necessary to fund all or any specific portion of the costs which might otherwise be funded by special assessments associated with fire protection services and facilities. Costs incurred in providing fire protection services, facilities and programs not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or

expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the validity of each apportionment approach used for the remaining portion of the budget attributed to the Fire Service Assessed Cost. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of special assessment exceed that previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The City Council is cognizant that any system, metric or analytical view of appraising benefits or assessing costs will be open to some criticism or suggestion of alternative methods or approaches, and has labored to educate itself as to the facts, analysis, law and policy latitudes available to it in determining the Fire Service Assessed Cost and the rate of the Fire Service Assessment and approving the Fire Service Assessment Roll.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs represented by the assessment rates and Fire Service Assessments hereby adopted, are reasonably characterized as necessary for providing the continual readiness to provide fire protection, notwithstanding

whether fire incidents or fire calls materialize or not; and, is hereby determined to be a fair and reasonable means to annually allocate and share such benefits, burdens and costs.

(Z) The benefits derived or burdens relieved from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subjected to the Fire Service Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The Council hereby finds and determines that the Fire Service Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding associated fire protection services and facilities by fairly and reasonably allocating a portion of the cost thereof among specially benefited property.

[Remainder of page intentionally left blank.]

**ARTICLE II
NOTICE AND PUBLIC HEARING**

SECTION 2.01. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT.

(A) The estimated Fire Service Assessed Cost to be recovered through Fire Service Assessments for the Fiscal Year commencing October 1, 2012 is \$256,550 (for Tier 1 – relative value of improvement for each Tax Parcel) and \$431,950 (for Tier 2 – per Tax Parcel for readiness to serve).

(B) The Fire Service Assessments established in this Annual Assessment Resolution are determined by the assessment rates prepared for consideration by the public and City Council in the preparation of the Fire Service Assessment Roll for the Fiscal Year commencing October 1, 2012.

(C) The rate of Fire Service Assessment is (1) \$0.78 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 1), plus (2) \$106 per Tax Parcel (Tier 2).

SECTION 2.02. FIRE SERVICE ASSESSMENT ROLL

(A) The Assessment Coordinator has prepared a preliminary Fire Service Assessment Roll that contains the following information:

(1) a summary description of each Tax Parcel (conforming to the description contained on the Tax Roll maintained by the Property Appraiser for the

purpose of levying and collecting ad valorem taxes) which is intended to be subject to the Fire Service Assessment;

(2) the name of the owner of record of each Tax Parcel, as shown on the Tax Roll; and

(3) the proposed amount of the total Fire Service Assessment for each affected Tax Parcel for the fiscal year commencing October 1, 2012, exclusive of anticipated costs of collection and administration.

(B) In the event the City also imposes or collects an impact fee upon new growth or development for capital improvements related to fire protection, the special assessments provided for hereunder shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.

(C) Copies of the Assessment Ordinance, this Resolution and the preliminary Fire Service Assessment Roll have been made available in the City Clerk's office at 201 Howell Avenue, Suite 300, Brooksville, Florida or have been open to public inspection in a manner consistent with the Assessment Ordinance. The amount of the proposed Assessment for each Tax Parcel has been noticed since May 27, 2012 at or through the City's website and accessible through the internet at www.cityofbrooksville.us.

SECTION 2.03. NOTICE BY PUBLICATION. The Assessment Coordinator directed the publication of notice of a public hearing in the manner and time provided in

the Assessment Ordinance. Proof of publication of the notice is attached hereto as Appendix A.

SECTION 2.04. PUBLIC HEARING. A public hearing was held on June 18, 2012 at 7:00 p.m. in Council Chambers at City Hall, 201 Howell Avenue, Brooksville, Florida, at which time the Council received and considered information and comments on the Fire Service Assessments from City officials, staff and advisors, as well as the public and affected property owners, and considered imposing Fire Service Assessments and the method of collection thereof as required by the Assessment Ordinance.

[Remainder of page intentionally left blank.]

**ARTICLE III
ASSESSMENTS**

SECTION 3.01. IMPOSITION THROUGHOUT CITY. Upon adoption hereof, Fire Service Assessments are to be imposed throughout the entire area within the boundaries of the City and this Resolution shall be deemed to be adopted and confirmed for all purposes.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Service Assessments shall be imposed against Tax Parcels located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Resolution. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments as provided in the Assessment Ordinance.

SECTION 3.03. APPORTIONMENT APPROACH.

(A) As provided for herein, the Fire Service Assessed Cost shall be apportioned among all Tax Parcels within the City, not otherwise exempted hereunder, and including statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability. The estimated Fire Service Assessed Cost and rate of Fire Service Assessment shall be that described in Section 2.01 hereof.

(B) It is hereby ascertained, determined, and declared that the method of determining the Fire Service Assessments as set forth in this Annual Assessment Resolution is a fair and reasonable method of apportioning the Fire Service Assessed Cost among Tax Parcels of Assessed Property located within the City.

(C) The Fire Service Assessment Roll is hereby approved.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Service Assessments, after payment of costs and expenses associated with collection and administration of the Assessments, shall be utilized for the provision of fire protection related services, facilities, and programs associated with maintaining continual readiness to serve. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund costs associated with fire protection related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS; VALIDATION.

(A) Unless otherwise determined by the Council, collection of the Fire Service Assessments shall take place pursuant to the traditional direct billing method of collection described in Article III of the Assessment Ordinance.

(B) The amount of the Assessment billed to each owner of Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Assessments.

(C) Capital equipment and facilities are fundamental components to the preparedness necessary to continually stand ready to provide fire protection services, facilities and programs. Following adoption of this Annual Assessment Resolution, but prior to the date on which the Fire Service Assessment Roll is certified for collection, the Assessment Coordinator and counsel for the City are directed and authorized to promptly institute proceedings pursuant to Chapter 75, Florida Statutes, for validation of any Obligations to be secured by the Assessments. Unless directed otherwise by resolution of the City Council, the imposition and collection of Assessments as provided herein shall be contingent upon the validation of any such Obligations and the appeal period having expired without an appeal having been taken and/or any appeal having been resolved in favor of the City. Any Obligations issued by the City shall contain a covenant by the City to adopt an Annual Assessment Resolution imposing Assessments for each Fiscal Year until the Obligations have been paid in full.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels which are statutorily exempted from the payment of ad valorem taxes are not subject to the Fire Service Assessments contemplated hereunder. Such Tax Parcels include those classified or described by the Property Appraiser as institutionally tax exempt, including the following classifications: (1) vacant institutional, (2) churches & temples, (3) private schools & colleges, (4) privately-owned hospitals, (5) homes for the

aged, (6) mortuary, cemetery & crematorium, (7) clubs, lodges & union halls, (8) sanitarium, convalescent & rest home, and (9) cultural organization facilities.

(B) Tax parcels comprising Government Property are not subject to the Fire Service Assessments contemplated hereunder. Such Tax Parcels include those classified or described by the Property Appraiser as government-owned, including the following: (1) military, (2) forest, parks, recreational, (3) public county schools, (4) public colleges, (5) public hospitals, (6) other county-owned property, (7) other state-owned property, (8) other federal-owned property, and (9) other municipal-owned property.

(C) The following Tax Parcel classifications are special designations used by the Property Appraiser for recordkeeping purposes and do not represent actual or assessable Tax Parcels and are not subject to the Fire Service Assessments contemplated hereunder: (1) common element, (2) header record, and (3) notes parcel.

(D) Certain Tax Parcels associated with the following classifications used by the Property Appraiser typically do not receive a special benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess, and therefore are not subject to the Fire Service Assessments contemplated hereunder: (1) utility, (2) mining, petroleum and gas lands, (3) subsurface rights, (4) right-of-way, (5) rivers, lakes & submerged land, (6) sewage disposal & waste lands, and (7) outdoor recreation or parkland.

(E) The foregoing classifications of properties are reasonably determined to be inappropriate, infeasible or impracticable to assess, and either benefit marginally or create a lesser or nominal demand or burden on the City's costs associated with readiness to serve, do not merit the expenditure of public funds to impose or collect the Fire Service Assessments, are tax exempt and/or otherwise generally serve in some respect to promote the public health, safety, morals, general welfare, security, prosperity and contentment of the inhabitants or residents of the City. The Assessment Coordinator, or her designee, is authorized and directed to use sound judgment in extending such determinations and guidance as the Fire Service Assessment Roll is collected. The foregoing classifications of properties not to be assessed do not include Government Property that is leased for private use.

(F) Based upon the foregoing, there are relatively few exempt properties within the City. Using legally available funds other than the proceeds of the Fire Service Assessments, the City shall otherwise fund or contribute an amount equal to the Fire Service Assessments that would have been otherwise derived from such exempt properties.

(G) Provided, however, the City Council reserves the right and ability in the future to impose Fire Service Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07. EFFECT OF ANNUAL ASSESSMENT RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of City Council's adoption of this Annual Assessment Resolution.

[Remainder of page intentionally left blank.]

**ARTICLE IV
GENERAL PROVISIONS**

SECTION 4.01. AUTHORIZATIONS. The Mayor and any member of the City Council, the City Manager, the City Attorney, the Clerk, the Fire Chief and such other officials, employees or agents of the City as may be designated by the City Manager are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the imposition and collection of the Fire Service Assessments contemplated hereunder, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 4.02. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.03. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

[Remainder of page intentionally left blank.]

SECTION 4.04. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED as of the 18th day of June, 2012.

**CITY COUNCIL OF BROOKSVILLE,
FLORIDA**

(SEAL)

By: _____
Joseph E. Johnston, III, Mayor

Attest:

By: _____
Janice L. Peters, 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 _____

APPENDIX A

PROOF OF PUBLICATION

Tampa Bay Times

Published Daily

St. Petersburg, Pinellas County, Florida

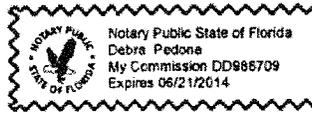
STATE OF FLORIDA }
COUNTY OF Pinellas } S.S.

Before the undersigned authority personally appeared **D. Almeida** who on oath says that he/she is Legal Clerk of the *Tampa Bay Times* a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Notice of Public Hearing 2012-11 was published in said newspaper in the issues of *Classified Hernando & Citrus*, 5/26/2012.

Affiant further says the said *Tampa Bay Times* is a newspaper published at St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me
this 28th day of May A.D. 2012



Signature of Notary Public

Personally known or produced identification _____

Type of identification produced _____

CITY OF BROOKSVILLE, FLORIDA NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS TO FUND, IN PART, THE BENEFITS, BURDENS AND COSTS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION

The City of Brooksville (the "City") is in the process of establishing a dedicated funding source for the provision of fire protection services and facilities through the imposition of non-ad valorem assessments, sometimes referred to as special assessments, against certain real property located within the City limits. The special assessments, if approved by the City Council, will be allocated among assessable tax parcels according to a two tiered methodology pursuant to which a portion of the costs attributable to the City's continual readiness to provide fire protection services will be shared equally among all tax parcels on a per parcel basis (Tier 2), and a portion of the remaining costs will be shared in accordance with the relative value of improvements for each parcel in the City as compared to the value of improvements for all parcels in the City (Tier 1).

A public hearing will be held at 7:00 p.m. on June 18, 2012, in Council Chambers at City Hall, 201 Howell Avenue, Brooksville, Florida 34601, to receive public comment on the proposed special assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City within twenty days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The contemplated special assessment offers a reasoned approach for cost sharing premised upon two distinct tiers or classes of assessment allocations: Tier 1 - a sharing of benefits and burdens and costs for fire protection services and facilities based upon the relative value of improvements for each tax parcel in the City as compared to the value of improvements for all tax parcels in the City; and Tier 2 - a sharing of benefits, burdens and costs for fire protection services and facilities on a per tax parcel allocation premised upon maintaining a continual state of preparedness and readiness to serve. Each tax parcel within the City is uniquely identified by the county property appraiser using a parcel identification or folio number. A more specific description of the calculations and the reasoned method of computing the assessment for each tax parcel of property and the preliminary fire service assessment roll are available on-line at www.cityofbrooksville.us or at the offices of the City Clerk, located at City Hall, 201 Howell Avenue, Brooksville, Florida, 34601.

The special assessment will fund, in part, the costs associated with providing fire protection services and facilities each year beginning October 1, 2012. The remainder of the fire protection budget will be funded with other legally available revenues of the City. The combination of funding sources offers a significant tax equity tool which will reduce dependence on property taxes alone as the sole source of funding for fire protection services, reduce the demand on the City's other legally available funds, and is intended to achieve a more equitable, balanced, sustainable and dedicated means of funding the City Fire Department's service mission over time.

The special assessment is an annual assessment which will continue from year to year. For the upcoming fiscal year, any assessment will be billed directly by the City to the property owner at the address shown on the records maintained by the county tax collector. In future fiscal years, the assessment may be collected pursuant to the tax bill collection method authorized by Section 197.3632, Florida Statutes, in which case the annual assessment will include fees imposed by the county property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes.

If approved by City Council at the conclusion of the public hearing, the special assessment for each tax parcel will equal the sum of (i) \$0.75 per \$1,000 of the value of improvements attributed to the tax parcel by the county property appraiser (Tier 1) plus (ii) \$106.00 per tax parcel (Tier 2), together with a share of administration and collections costs associated with annual assessment. The dollar amount of the proposed special assessment attributable to each tax parcel is available online at www.cityofbrooksville.us or at the offices of the City Clerk, located at City Hall, 201 Howell Avenue, Brooksville, Florida 34601.

This Notice is intended to inform all constituents about the City's efforts to effectively budget and use a blend of legally available revenues to meet its fire service obligations, reduce costs, be efficient and continue to provide a reasonable level of service. The mission of the City's Fire Department is to always stand ready to protect the lives and property of the community through exemplary fire education, prevention, suppression and associated emergency rescue services. This special assessment provides a supplemental and dedicated means to accomplish these responsibilities.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (352) 540-3810.

s/Janice L. Peters
By: Janice L. Peters
City Clerk

FILE: 2012-11

PUBLISH: Saturday, May 26, 2012 (003753378)

AGENDA ITEM NO. G-2
7/2/12



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Vacha*
FROM: TIMOTHY MOSSGROVE, FIRE CHIEF *Timothy Mossgrove*
SUBJECT: RESOLUTION NO. 2012-06 - NOTE RESOLUTION
DATE: JUNE 11, 2012

GENERAL SUMMARY/BACKGROUND: Attached for consideration is Resolution No. 2012-06 (the "Note Resolution") which authorizes issuance of the City's Fire Service Assessment Revenue Note, Series 2012, in a principal amount not to exceed \$435,000 (the "Note"). The Note Resolution is contemplated and authorized by City Ordinance No. 830.

The Note Resolution authorizes the issuance of a promissory note or lease-purchase obligation for purposes of financing the acquisition and/or construction of capital improvements and equipment for the City's fire protection services. Any such debt obligation would be payable from and secured solely by the Fire Service Assessments imposed and collected in accordance with Ordinance No. 830 and Annual Assessment Resolutions adopted hereunder (including Resolution No. 2012-05); such debt obligations would not be or constitute a general obligation or indebtedness of the City, and the holder of the obligation would not have any right to compel the exercise of any ad valorem taxing power to pay such obligation.

The Note Resolution provides for certain terms and conditions applicable to the Note. The maturity date, interest rate and payment provisions applicable to the Note would be set forth in a supplemental resolution. Adoption of such supplemental resolution is required before any debt obligation would be issued. The Note Resolution authorizes and directs commencement of a validation proceeding in circuit court pursuant to Chapter 75, Florida Statutes, prior to issuance of the Note.

HB **BUDGET IMPACT:** The Note Resolution authorizes issuance of the Note in an amount not to exceed \$435,000 to be repayable solely from proceeds of the Fire Service Assessments. The balance of Fire Service Assessment proceeds after payment of the annual debt service requirements for the Note would be used to fund fire protection services, facilities, and programs provided by the City.

TABLED BY BROOKSVILLE
CITY COUNCIL
ON 6/18/12 INITIALS HH

Page 2 of 2

RE: Resolution No. 2012-06 – Note Resolution

June 11, 2012

LEGAL REVIEW: The City possesses authority under Article VIII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, for the issuance of debt obligations secured by special assessments.

STAFF RECOMMENDATION: After careful review, staff recommends adoption of Resolution No. 2012-06.

ATTACHMENTS: Resolution No. 2012-06

RESOLUTION NO. 2012-06

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA AUTHORIZING THE ISSUANCE OF ITS FIRE SERVICE ASSESSMENT REVENUE NOTE, SERIES 2012, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$435,000 TO FUND THE ACQUISITION OF CERTAIN CAPITAL EQUIPMENT OF THE CITY; PROVIDING THAT THE SERIES 2012 NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM CERTAIN SPECIAL ASSESSMENTS AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS AND REMEDIES FOR THE OWNER OF THE SERIES 2012 NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Brooksville, Florida, Ordinance No. 830, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance, unless the context herein otherwise requires. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The following words and phrases shall have the following meanings when used herein:

“Act” means Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer, the Assessment Ordinance and other applicable provisions of law.

“Additional Notes” means additional obligations issued in compliance with the terms, conditions and limitations contained in Section 12 hereof which will have an equal lien on the Pledged Revenues, to the extent herein provided and rank equally in all other respects with the Series 2012 Note and other Additional Notes issued hereunder.

“Annual Debt Service Requirement” means the principal and interest on the Note coming due in the forthcoming Fiscal Year.

“Assessment Ordinance” means Ordinance No. 830 adopted by the Issuer on June 18, 2012.

“Business Day” means any day except any Saturday or Sunday or day on which the principal office of the Owner of a Note is closed.

“City Attorney” shall mean the City Attorney or any special counsel of the Issuer.

“City Manager” shall mean the City Manager or assistant, deputy, interim or acting City Manager of the Issuer.

“Clerk” shall mean the City Clerk or assistant or deputy City Clerk of the Issuer, or such other person as may be duly authorized by the City Council of the Issuer to act on his or her behalf.

“Code” means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

“Debt Service Fund” means the Debt Service Fund established herein with respect to the Series 2012 Note.

“Fiscal Year” means the period commencing on October 1 of each year and continuing through the following September 30, or such other period as may be prescribed by law as the Fiscal Year for the City.

“Fire Service Assessments” shall mean the special assessments, sometimes referred to as non-ad valorem assessments, imposed and collected by the Issuer pursuant to the Assessment Ordinance and any assessment resolution provided for therein.

“Issuer” means the City of Brooksville, Florida, a municipal corporation of the State of Florida.

“Mayor” means the Mayor of the Issuer or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other person as may be duly authorized by the City Council to act on his or her behalf.

“Notes” means the Series 2012 Note and any outstanding Additional Notes.

“Owner” means the Person in whose name a Series 2012 Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

“Original Purchaser” means the original purchaser of the Series 2012 Note.

“Person” means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Revenues” means (i) the Fire Service Assessments, (ii) the moneys on deposit in the Debt Service Fund and the Project Fund established herein, and (iii) investment earnings on moneys in deposit in such funds.

“Project” means the acquisition and/or construction of capital improvements and equipment for the City’s fire protection services including, without limitation, the construction of fire stations and the acquisition of equipment necessary for the suppression of and protection from fires (including, but not limited to, fire engines or trucks), the plans and specifications of which shall be on file with the Clerk from time-to-time.

“Project Fund” means the Project Fund established herein with respect to the Series 2012 Note.

“Resolution” means this Resolution, pursuant to which the Series 2012 Note is authorized to be issued, including any supplemental resolution(s).

“Series 2012 Note” shall mean the Issuer's Fire Service Assessment Revenue Note, Series 2012, authorized by Section 4 hereof.

“State” means the State of Florida.

“Supplemental Resolution” means any resolution of the Issuer amending or supplementing this Resolution.

SECTION 3. FINDINGS.

(A) For the benefit of its inhabitants and property owners, and in order to maintain a continual state of preparedness to address fire incidents, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to acquire the Project. Issuance of the Series 2012 Note to finance the Project satisfies a paramount public purpose.

(B) Debt service on the Notes will be payable from a pledge of the Pledged Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Series 2012 Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) In consideration of the purchase and acceptance of the Series 2012 Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Owner.

(D) The Issuer does hereby authorize the acquisition of the Project.

SECTION 4. AUTHORIZATION OF SERIES 2012 NOTE. Subject

and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as City of Brooksville, Florida, Fire Service Assessment Revenue Note, Series 2012 (the "Series 2012 Note") is hereby authorized to be issued under and secured by the Pledged Revenues pursuant to this Resolution, in the principal amount of not to exceed \$435,000 for the purpose of providing funds to pay the costs of the Project and paying the costs of issuing the Series 2012 Note. The maturity date, interest rate and payment provisions shall be established by Supplemental Resolution following the validation of the Series 2012 Note pursuant to Section 22 hereof.

SECTION 5. DESCRIPTION OF NOTES. The Notes shall be dated

the date of their respective execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser. Obligations may, if and when authorized by the Issuer pursuant to this Resolution and any Supplemental Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Notes of any particular series as the Issuer may determine. The Notes shall bear interest at such rate or rates not exceeding the maximum rate permitted by law as provided in the Supplemental Resolution; and shall be payable and/or prepayable in lawful money of the United States of America on such dates all as determined herein or by Supplemental Resolution. The Notes may bear interest at fixed or variable rates and may be issued as current interest bonds, capital

appreciation bonds, lease-purchase obligations subject to annual appropriation or other legal structures as approved by Supplemental Resolution. The Notes shall be in the form set forth by Supplemental Resolution.

SECTION 6. REGISTRATION AND EXCHANGE OF NOTES; PERSONS TREATED AS OWNER. The Person in whose name the Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

SECTION 7. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided herein and by Supplemental Resolution according to the true intent and meaning hereof and thereof. The Notes shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8. DEBT SERVICE FUND.

(A) The Issuer hereby covenants that it will establish with a depository in the State of Florida, which is eligible under the laws of the State of Florida to receive municipal funds, a fund to be known as the "City of Brooksville, Florida, Fire Service Assessment Revenue Note, Series 2012 Debt Service Fund" (the "Debt Service Fund").

(B) Upon receipt, the Issuer shall deposit all proceeds of the Fire Service Assessments, after payment of any collection costs and administration costs associated therewith (whether imposed by the Tax Collector, Property Appraiser, or otherwise), into the Debt Service Fund until such time as moneys sufficient to pay the Annual Debt Service Requirement for the then current Fiscal Year are on deposit therein.

(C) Upon deposit of the Annual Debt Service Requirement in any Fiscal Year, no further deposits shall be made into the Debt Service Fund and the Fire Service Assessments shall be transferred to the general fund or other appropriate fund of the Issuer and shall be used for any lawful purpose and shall no longer be considered Pledged Revenues hereunder.

(D) Moneys on deposit in the Debt Service Fund shall be used solely to pay the Annual Debt Service Requirement as it becomes due.

SECTION 9. COLLECTION OF PLEDGED REVENUES.

(A) The principal of and interest on the Notes will be secured solely by a lien upon and pledge of the Pledged Revenues.

(B) The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of principal of and interest on the Series 2012 Note in accordance with the provisions hereof. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

(C) The Issuer covenants to do all things necessary on its part to collect the Pledged Revenues. The Issuer will not amend or modify the ordinances pursuant to which the Pledged Revenues are assessed so as to impair or adversely affect the power and obligation of the Issuer to assess such Pledged Revenues or impair or adversely affect in any manner the pledge of such Pledged Revenues made herein or the rights of the Owner.

(D) The Issuer shall annually and timely adopt an assessment resolution as required by the Assessment Ordinance imposing Fire Service Assessments for each Fiscal Year in an amount sufficient to satisfy the Annual Debt Service Requirement until the Notes have been paid in full.

**SECTION 10. APPLICATION OF PROCEEDS OF SERIES 2012 NOTE;
PROJECT FUND.**

(A) At the time of delivery of the Series 2012 Note, proceeds from the sale of the Series 2012 Note shall be used to reimburse and fund the Project and associated

costs of issuance (including, but not limited to, legal fees and expenses) in accordance with the provisions in this Section.

(B) The Issuer hereby covenants that it will establish with a depository in the State of Florida, which is eligible under the laws of the State of Florida to receive municipal funds, one fund to be known as the "City of Brooksville, Florida, Fire Service Assessment Revenue Note, Series 2012, Project Fund" (the "Project Fund").

(C) Proceeds from the sale of the Series 2012 Note herein authorized shall be deposited into the Project Fund and shall be used as described above. When the acquisition of the Project has been completed and all acquisition-related costs and other costs of issuance have been paid in full, all funds remaining in the Project Fund shall be used to redeem the outstanding balance of the Series 2012 Note corresponding to the Project and the Project Fund shall be closed. All moneys deposited in said Project Fund shall be and constitute a trust fund created for the purposes herein stated, and there is hereby created a lien upon such fund in favor of the holders of the Series 2012 Note until the moneys thereof shall have been applied in accordance with this Resolution.

SECTION 11. SPECIAL FUNDS. The funds created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of all funds created hereunder may be invested pursuant to

applicable law and the Issuer's investment policy and Supplemental Resolution; and, shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the fund from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, and any loss resulting from such investment shall likewise be charged to said fund.

SECTION 12. TAX COVENANT. The Issuer covenants to the Owner of the Notes provided for in this Resolution that the Issuer will not make any use of the proceeds of the Notes which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

SECTION 13. ADDITIONAL BONDS.

(A) The Issuer will not issue any obligations payable from the Fire Service Assessments or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of any Note issued pursuant to this Resolution upon the Pledged Revenues

except under the terms and conditions and in the manner provided herein. Any obligations issued by the Issuer other than in accordance with this Section and payable from the Fire Service Assessments shall contain an express statement that such obligations are junior and subordinate in all respects to the Notes issued hereunder as to lien on, and source of and security for payment from, the Pledged Revenues.

(B) No Additional Notes may be issued hereunder unless the Issuer's City Manager shall sign and issue a certificate that shall state and certify that the Fire Service Assessments for the most recently audited fiscal year of the Issuer preceding the issuance of Additional Notes equaled at least one (1) times the maximum Annual Debt Service Requirement for Notes then outstanding and on the Additional Notes proposed to be issued.

(C) Each ordinance, resolution or enabling instrument authorizing the issuance of such Additional Notes will recite that all of the covenants herein contained will be fully applicable to such Additional Notes as if originally issued hereunder.

SECTION 14. LIMITATION OF RIGHTS. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Notes is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and

provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 15. AMENDMENT; IMPAIRMENT OF CONTRACT. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Notes except with the written consent of the Owner of the Note. The Issuer covenants with the Owners of the Note that it will not, without the written consent of the Owners of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owners the rights granted to the Owners of the Note hereunder.

SECTION 16. EVENTS OF DEFAULT; REMEDIES OF OWNER.

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

a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismitted or undischarged.

(B) Any Owner of the Note may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable State or Federal statutes to be performed by the Issuer or by any officer thereof. Nothing herein, however, shall be construed to grant to any Owner of the Note any lien on any real property of the Issuer.

SECTION 17. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 18. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State.

SECTION 19. MEMBERS OF THE CITY COUNCIL OF THE ISSUER EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Notes or for any claim based

thereon or otherwise in respect thereof, shall be had against any member of the City Council of the Issuer, as such, past, present or future, either directly or through the Issuer it being expressly understood (1) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (2) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Council of the Issuer, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the Notes, on the part of the Issuer.

SECTION 20. AUTHORIZATIONS. The Mayor and any member of the City Council, the City Manager, the City Attorney, the Clerk and such other officials, employees and agents of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2012 Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2012 Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 21. SALE OF BONDS. The Notes may be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the requirements of this Resolution, as further approved by a Supplemental Resolution and other applicable provisions of law.

SECTION 22. VALIDATION. The City Attorney is hereby directed and authorized to institute appropriate proceedings for the validation pursuant to Chapter 75, Florida Statutes, of the Series 2012 Note and any and all matters connected therewith or other proceedings necessary for the Issuer to determine its authority to issue the Series 2012 Note, construct or acquire the Project, including the validity and use of the Pledged Revenues in all respects, and the proper officers of the Issuer are hereby authorized to verify on behalf of the Issuer any pleadings in such proceedings.

SECTION 23. DECLARATION OF INTENT. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for expenditures to be paid by the Issuer in connection with the Project. Pending reimbursement, the Issuer has used and will use funds on deposit in its general fund to pay costs of the Project. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed \$435,000. This Resolution is intended to constitute a “declaration of official intent” within the meaning of Section 1.150-2 of the Code with respect to the Project.

SECTION 24. REPEALER. All ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

[Remainder of page intentionally left blank.]

SECTION 25. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED as of this 18th day of June, 2012.

**CITY COUNCIL OF BROOKSVILLE,
FLORIDA**

(SEAL)

By: _____
Joseph E. Johnston, III, Mayor

Attest:

By: _____
Janice L. Peters, City Clerk

Approved as to form for the Reliance
of The City of Brooksville Only:


Robert Battista, Assistant City Attorney

VOTE OF CITY COUNCIL

Bernardini _____
Bradburn _____
Burnett _____
Hohn _____
Johnston _____



AGENDA ITEM NO. G-3
7/2/12

MEMORANDUM

TO: THE HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: PAVEMENT/ SIDEWALK MANAGEMENT PROGRAM

DATE: JUNE 26, 2012

GENERAL SUMMARY/BACKGROUND: Staff has requested Civil-Tech Consulting Engineers, Inc., to provide a status report on the Pavement Management Program now that the field data has been collected and evaluated. Also, the portion of the program devoted to brick streets is complete.

Civil-Tech Consulting Engineers, Inc., was selected by the City of Brooksville City Council to survey and inventory the City's roads and sidewalks. The program is to identify existing pavement condition, the type of rehabilitation or reconstruction needed, and the costs to bring roads (including brick streets) and sidewalks to a safe and acceptable level. The program will also prioritize and rank road and sidewalk needs, taking into consideration available funding. Staff has also requested that the pavement condition of the Good Neighbor Walking Trails be included due to cracking in the pavement.

Further, the program will train City personnel to evaluate various roadway and sidewalk conditions in order to make repairs effectively and timely. The co-owners of Civil Tech, Alan Garman and L. R. "Bob" Titterington, P.E., have advised staff that they are prepared to present their preliminary findings to the City Council during your July 2, City Council Meeting.

Exhibit A is the Scope of Work for the Pavement Management System Components which was approved by the City Council upon the selection of Civil-Tech.

BUDGET IMPACT: Funding for this study/assessment portion of the program is within Fund Number 308 (Multi-Year Capital Projects Accumulation Fund). A total of \$91,184 was approved by the City Council for funding this initial assessment for the Pavement Management Program.

LEGAL REVIEW: Presentation of the status report will not have a legal impact upon the City.

STAFF RECOMMENDATION: Staff requests direction from the City Council of any changes for the ongoing Pavement Management Program.

ATTACHMENT: Scope of work for the Pavement Management System Components

EXHIBIT "A"

SCOPE For Pavement Management System Components

The Consultant shall act as the City's agent to inventory the entire City street network. Utilize existing mapping and modify as necessary to create a database of the following:

1. Right-of-Way widths
2. Pavement Widths
3. Open or Closed drainage
4. Surface condition
5. Detectable base condition
6. Presence of sidewalks
7. Condition of Sidewalks
8. Length of all streets
9. Signage
10. Any additional data that the Consultant deems useful in establishing a database.

Street / Sidewalk Network Inventory

STEP 1: STREET / SIDEWALK NETWORK INVENTORY

The inventory is a listing of street names with their corresponding length and width. Surface type (i.e. paved or unpaved) should be included in the initial survey. In addition, a system for dividing the road network into manageable segments must be devised. A simple approach is to designate sections which correspond to intersections or to changes in pavement condition. Sections can be identified by house number, street name or any other device, provided the landmark is permanent. In addition to the streets, sidewalks on one or both sides of the roadway shall be included in this scope.

STEP 2: PAVEMENT CONDITION SURVEY

The Consultant shall physically inspect all components of the inventory to provide a complete survey of the condition of the streets.

The pavement condition survey should collect the information needed to identify:

- a. streets which need no immediate maintenance and therefore no immediate expenditures.
- b. streets which require minor or routine maintenance and immediate expenditures.
- c. streets which require preventive maintenance activities such as asphalt overlay, seal, etc.
- d. streets which need major rehabilitation or reconstruction. These roads have deteriorated to the point that maintenance is no longer cost-effective and more-major work is required to raise the condition to an acceptable level.”

Develop a PCI number or pavement condition index of each street to be used in classification of current level.

Project Ranking

The Consultant shall once the database is created, manage the rankings of the inventory as to the recommended maintenance and associated costs.

STEP 3: PROJECT RANKING

When the pavement survey is complete and maintenance needs have been determined, the next step is to rank the recommended maintenance actions for specific street segments. The philosophy of project ranking reflects both the worst-first and best-first concepts. Clearly the pavements in the poorest condition have high priority; these sections cause unnecessary wear and tear to vehicles and are expensive to maintain, and may be hazardous (potholes). Yet, the best roads, those which are well built and in good condition, represent an investment, which should be protected against normal deterioration.

To satisfy this need to set dual priorities, the worst-first criterion is applied within each type of maintenance: rehabilitation and reconstruction. (No priorities are set for routine maintenance, presumably accomplished within adequate force accounts). Then, the best-first criterion is used in the programming stage (STEP 4), to assure that routine and preventive maintenance is not short-changed in favor of the more conspicuous reconstruction projects. A separate list of prioritized projects will be developed for each type of maintenance. The trade-offs between these two categories will be a matter of policy, set in programming (STEP 4). Again, routine maintenance will not be prioritized and should be funded as a group before any other projects.

Programming

STEP 4: PROGRAMMING

Having listed maintenance needs and their relative priorities within each, type of maintenance project, the time has come to bite the bullet to decide where to spend the limited funds available and whether additional funds should be appropriated.

First, the cost of each project must be estimated. In this planning stage, approximate unit costs will be sufficient.

Each community should make a short list of unit costs for treatments used recently in that community. This will avoid confusion concerning the procedure being estimated, changing costs over time, and local price differences. It may be convenient to specify average unit costs per mile for specific procedures, such as crack sealing, 1 1/2" overlay, reconstruction to 12", etc. These costs are then easily applied to the road segments measured in STEP I to yield rough estimates of the project costs.

Project costs will be summed within each maintenance category to estimate total dollar needs. Comparison of these dollar needs with currently available funds will raise the necessary programming questions such as:

Can additional funds be allocated to the program? and

Over how many years can this program spread?

Implementation and Record-Keeping

STEP 5: IMPLEMENTATION AND RECORD-KEEPING

The feedback process is important in pavement management. The first list of maintenance needs developed by the superintendent must respond to fiscal limitations. Then repeated adjustments are required to achieve the program which will buy the most in terms of long-term pavement service with the resources the local government has allocated.

The approved program will then be implemented. Further adjustments may be necessary due to delays in contract work, unforeseen maintenance problems and so forth. In any case, the program should be updated every year or two to reflect both work completed and further deterioration of pavements.

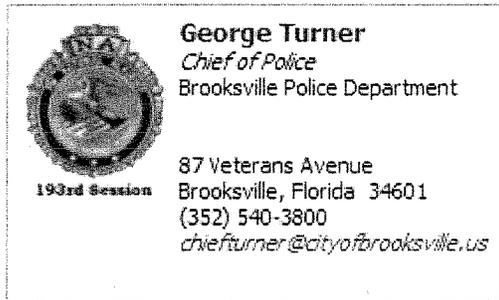
An essential part of the updating process is keeping good records. A street-by-street file for tracking pavement condition and maintenance actions over the years should include a record for each street segment. Maintenance should be recorded as it is performed. Data on pavement conditions can be updated as staff time is available.

Once the programming process is established, updating the data and recommendations can be a routine function.

T. Jennene Norman-Vacha

From: George Turner
Sent: Tuesday, June 26, 2012 2:08 PM
To: T. Jennene Norman-Vacha
Subject: FW: Sensys America position regarding thirty day warning period
Attachments: image.png; George Turner.vcf; image001.jpg

Also, not included in below is LOST PROJECTED REVENUE in the amount of \$ 4,500 per camera x 14 cameras = \$ 63,000. (63k + 58,250 = \$ 121,250.)



From: Brian Haskell [mailto:bhaskell@sensysamerica.net]
Sent: Tuesday, June 26, 2012 2:06 PM
To: George Turner
Cc: Carlos Lofstedt; Darlene Hinds
Subject: Re: Sensys America position regarding thirty day warning period

Chief Turner:

At your request, Sensys America, Inc. provides the following proposal for a thirty-day warning period for *new* camera installations in Brooksville:

1. Approximately 15 hours of software development time at \$150 per hour to design a back office that will manage simultaneously active enforcement and warning operation. This is a one time fee estimated to be \$2,250. The actual amount could be higher (or lower).
2. \$4,000 per approach for thirty days of warning notice issuance.

We anticipate installing at least 14 more intersection approaches. Accordingly, the City's cost for instituting the 30-day warning period will be at least \$58,250.

Please note that the revenue neutral provisions of the contract will not apply to the warning period.

Please call me if you have any questions or comments.

Best regards,

Brian Haskell



Sensys America, Inc.

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – July 2, 2012

1. TYPE: Memorandum
DATED: May 17, 2012
RECEIVED FROM: The Hogan Law Firm
ADDRESSED TO: City Manager
SUBJECT: Progress Energy Franchise Agreement

2. TYPE: Letter
DATE RECEIVED: June 15, 2012
RECEIVED FROM: Southern Hills Plantation I Community Development District
ADDRESSED TO: City Manager
SUBJECT: Fiscal Year 2012/2013 budget

3. TYPE: Letter
DATE RECEIVED: June 15, 2012
RECEIVED FROM: Southern Hills Plantation II Community Development District
ADDRESSED TO: City Manager
SUBJECT: Fiscal Year 2012/2013 budget

4. TYPE: Letter
DATE RECEIVED: June 15, 2012
RECEIVED FROM: Southern Hills Plantation III Community Development District
ADDRESSED TO: City Manager
SUBJECT: Fiscal Year 2012/2013 budget



We mean businessSM

MEMORANDUM

TO: T. JENNENE NORMAN-VACHA, CITY MANAGER

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

CC: THOMAS S. HOGAN, JR.

RE: PROGRESS ENERGY FRANCHISE AGREEMENT

DATE: MAY 17, 2012

ISSUE

Does the City have the ability to modify or repudiate the existing franchise agreement with Progress Energy of Florida (PEF). What are the enumerated conditions that could be used to gauge the performance or lack thereof of PEF?

GENERAL DISCUSSION

The current franchise agreement was adopted on the 9th of February, 1998 as Ordinance No. 583. The City entered into this agreement using its home rule powers pursuant to Sec 2(b), Art VII, State Constitution and Chapter 166 F.S. which states that municipalities possess the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services. In exercising this power to grant a franchise, the City acted in its proprietary capacity. In acting in such proprietary capacity, the City occupies the same position as that occupied by a private corporation and is governed by the same rules and subject to the same restrictions as any corporation engaged in business. Thus, this franchise agreement is governed by the ordinary law of contracts. Once it had been accepted, it became an irrevocable contract subject to its terms and the parties were protected by the laws of the State of Florida.

CTN
07.02.12
[Signature]

Except under extreme health safety welfare conditions, the City is precluded from using its governmental powers to repudiate in whole or in part the agreement. Pursuant to Section 10, Art 1 of the State Constitution, the laws existing at the time that the contract is entered into forms a part of the contract and the contract rights and duties cannot be impaired by subsequent legislation (ordinances). Thus, unless the power to do so is reserved in the contract, the City cannot modify or amend the franchise.

FRANCHISE ANALYSIS

1. The current franchise (attachment A) was entered into in 1998. The then existing franchise did not expire until 2004. The impetus to consummate a new agreement was the issue of deregulation and financial terms that was more favorable to the City than those existing in the prior agreement (see composite attachment B).
2. The franchise agreement is a non-exclusive franchise with the City retaining the right to grant a similar franchise (attachment A, Sec 4(C)). The City does, however, agree not to directly engage in the business of generating, transmitting or distributing electricity (attachment A, Sec 4(D)).
3. The issue of deregulation is considered in Section 5, Terms of Franchise. In subsection (B) and (C) there is reserved the ability of either party to reopen the ordinance for the sole purpose of addressing franchise fee payments in the event "Retail Wheeling" is authorized.
4. There are a number of areas within the agreement that could be used to judge the quality/performance of service provided to the City. In Sec 9, Character of Service the service rendered within the City shall be in every respect equal to other communities wherein the power company provides services. Thus, if there are instances where service provided here is materially less than provided elsewhere by the power company, then that could be used as a claim of non-performance. In addition, in Sec 10, Indemnification, should the power company be found to not have sufficient financial resources to provide the required insurance coverage listed then that too could be seen as non-performance. In Sec 11, Approval of Transfer, there is a provision that the power company shall provide a copy of its annual financial report and should it fail to do so after 30 days written notice, the City may terminate the franchise. Throughout the agreement there are numerous reports that are to be provided and upon demand, records and

ORDINANCE NO. 583

AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE TO OCCUPY MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF BROOKSVILLE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC AND POWER SERVICES; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY BROOKSVILLE, FLORIDA:

SECTION 1. Findings.

(A) The Grantor deems it necessary, desirable and in the interest of its citizens to establish by ordinance a franchise granting to Grantee the permission to occupy Rights-of-Way in the City of Brooksville, Florida, for the purpose of providing electric services.

(B) The Grantee is willing to undertake the installation and operation of its electric utility facilities under a franchise from Grantor.

SECTION 2. Short Title.

This Ordinance shall be known and may be cited as the "Florida Power Corporation Electric Franchise."

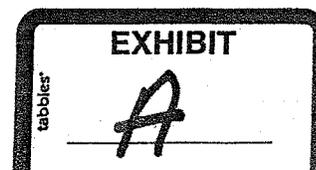
SECTION 3. Definitions.

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(A) "Grantor" - The City of Brooksville, Florida.

(B) "Grantee" - Florida Power Corporation, its successors and assigns.

(C) "Electric Utility System" - An electric power system installed and operated in the Franchise Area in accordance with the



provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.

(D) "Franchise Area" - That area for which Grantee provides Electric Utility Service which is within the corporate City limits of the Grantor.

(E) "Base Revenues" - Revenues from the sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.

(F) "Person" - Any person, firm, partnership, association, corporation, company or organization of any kind.

(G) "Rights-of-Way" - All of the public streets, alleys, highways, waterways, bridges, easements, sidewalks and parks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

(H) "Retail Wheeling" - A customer/supplier arrangement whereby an electric energy provider utilizes transmission and/or distribution facilities of Grantee to make energy sales directly to an end use customer located within the Franchise Area.

(I) "Adversely-Affected" - For the Grantee, a loss of one percent (1%) of Base Revenues within the corporate city limits due to Retail Wheeling. For the Grantor, a loss of one percent (1%) of franchise fees due to Retail Wheeling.

SECTION 4. Grant of Authority.

(A) There is hereby granted by Grantor, to Grantee, the right and privilege to construct, erect, operate, own and maintain, in, upon, along, across, above, over and under Rights-of-Way now laid out or dedicated, and all extensions thereof, and additions thereto in the corporate City limits, poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and other fixtures necessary or proper for the maintenance and operation of its Electric Utility System, provided that all portions of the same shall conform to the National Electrical Safety Code. This Franchise is awarded subject to the provisions of general or special laws of Florida now existing or hereinafter enacted. This grant of authority is limited to the provision by Grantee of electric utility services. Grantee agrees that without the prior

written permission of Grantor, it will not allow any entity providing a wireless communication system to acquire rights to occupy Rights-of-Way under this Franchise. In the event Grantee desires to use its existing facilities, or construct new facilities, in order to provide public communications, leased fiber optic capacity, or video services to existing or potential consumers, Grantee must obtain additional and separate permission from Grantor for such activities.

(B) Annexation or Contraction. Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Grantor approves any Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to Grantee. Grantee must revise its payments due to any expansion or reduction by annexation within a reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.

(C) Non-Exclusive Use. The right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive, and the Grantor reserves the right to grant a similar use of said Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy Rights-of-Way as aforesaid.

(D) Non-Compete. As a further consideration of this franchise, the Grantor agrees not to engage in the business of generating, transmitting or distributing and selling electricity during the term of this franchise or any extension thereof in competition with the Grantee.

SECTION 5. Term of Franchise.

(A) Except as otherwise provided herein, the Franchise and rights herein granted shall take effect and be in force from and after the final passage hereof, as required by law and upon the filing of an acceptance by Grantee of all the terms thereof with the Grantor and shall continue in force and effect for a term of thirty (30) years after the effective date of this Franchise ordinance.

(B) However, if in the event the appropriate governmental authorities authorize Retail Wheeling, then, either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing franchise fee payments between Grantee and Grantor. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an

action in the Circuit Court in Hernando County, Florida for declaratory relief as to the proper franchise fee in light of Retail Wheeling.

(C) Each party shall bear its own costs in such a proceeding. During the pendency of any negotiations pursuant to the reopener or any declaratory action arising therefrom the current franchise payment as set forth in Section 6 shall continue to apply. Provided, however, if as a result of such negotiations or any declaratory action arising therefrom, a different franchise payment is determined, that new franchise payment shall apply retroactively to the first full month following the date this ordinance is reopened and the parties shall balance their accounts accordingly.

(D) In all events, Grantor shall not grant more favorable treatment to providers of Retail Wheeling than is granted to Grantee under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of Grantor shall be given a competitive advantage over Grantee.

SECTION 6. Payment to Grantor.

(A) Effective the first day of the second month beginning after the effective date of this ordinance, Grantor shall be entitled to receive from Grantee a monthly franchise amount which will equal six percent (6%) of Grantee's Base Revenues for the preceding month which amount shall be the total compensation due Grantor for the rights, authority and privileges granted by this Franchise.

(B) Payment shall be made to the Grantor for each month no later than the twentieth (20th) day of the following month. The Monthly payment may be made by wire transfer. Any monthly payment or any portion thereof received twenty (20) days after the due date shall be subject to interest at the rate of 10% percent per annum until all payments are paid in full.

SECTION 7. Favored Nations.

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of the amount provided for per Section 6 above, the Grantee shall immediately notify the Grantor and Grantor reserves the right to amend this Franchise to require the Grantee to pay the Grantor such additional franchise fees. The Grantee's failure to notify Grantor of such additional payments does not limit Grantor's rights to such additional franchise fees

nor limit Grantee's liability with respect thereto including late payments outlined in Section 6(B).

(B) In no event shall Grantor receive a franchise fee that is less, in terms of percentage and/or Base Revenues, than any other governmental entity within Grantee's service area, except that, in the event Grantor shall hereafter grant a utility franchise to any other energy supplier providing for the payment of a franchise fee less than the amount provided for in Section 6 above, then Grantor shall be obligated to accept an amendment of this Ordinance providing for a decrease in the franchise fee to such lesser amount.

SECTION 8. Rates and Services Provided.

The rates to be charged and services provided by the Grantee for electric service within the corporate limits of Grantor during the term of this franchise shall be as provided in the Grantee's tariffs now or hereafter approved by the Florida Public Service Commission, or such agency of the State of Florida or other entity as may have proper jurisdiction over such rates and charges of Grantee.

SECTION 9. Character of Service.

Grantee agrees that the materials to be used in the construction, operation and maintenance of the electric distribution system and the service to be rendered thereby shall be in every respect equal to those provided to Grantee's other franchised communities.

SECTION 10. Indemnification.

(A) Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities thereunder, and the acceptance of this franchise by Grantee shall be deemed an agreement on the part of the Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which Grantor may incur by reason of the neglect, default, or misconduct of Grantee in the construction, operation, or maintenance of its electric utility facilities thereunder.

(B) Grantee shall maintain throughout the term of this Franchise sufficient financial resources to provide self insurance insuring the Grantor and Grantee with regard to all damages set forth in Section 10(A) in the minimum amounts of:

- (I) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting
from any one accident.
- (II) \$50,000 for property damage resulting from
any one accident.
- (III) \$1,000,000 for all other types of liability.

(C) It is acknowledged by the Grantor that Grantee provides its own liability insurance (self-insured). Grantee must submit on an annual basis, when submitting its annual audited financial report, documentation that clearly demonstrates that it has accumulated sufficient financial resources in order to provide insurance coverage as indicated in Section 10(B) above.

SECTION 11. Approval of Transfer.

(A) The rights and privileges granted by this Franchise shall not be sold, or assigned in whole or in part without the Grantor's prior written approval; however, such consent shall not be unreasonably withheld. No such sale or assignment shall be effective until the vendee or assignee has filed with the Grantor an instrument, duly executed, reciting the fact of such sale, or assignment and agreeing to perform all the conditions thereof.

(B) Grantee shall annually submit to Grantor, Attention: City Clerk's Department, a copy of its Audited Annual Financial Report upon its normal issuance of same. By acceptance of this Franchise, the Grantee specifically agrees that in the event of any violation of this Section, after thirty (30) days written notice and an opportunity for Grantee to cure, Grantor may cause the Franchise granted herein to be terminated.

SECTION 12. Grantor Rights in Franchise.

The right is hereby reserved to the Grantor to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Grantee or materially interfere with the benefits conferred on Grantee hereunder.

SECTION 13. Work in the Right-of-Way.

The Grantee is hereby granted the right, authority and privilege to make all necessary excavations in said square, streets, avenue, alleys, thoroughfares, public grounds and other parts of Grantor. The Grantee shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in Grantee's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs along said lines that may in any way endanger the proper operation of same. Moreover, the Grantee shall have the right to construct, erect, operate and maintain in said City an electric system consisting of central plant or plants, with all the engines, boilers, dynamos, machines and devices, and appliances that may be required for generating electricity, together with necessary substations, lines and related facilities and for carrying Grantee's business; provided that, in accomplishing these purposes, the streets of said City shall not be unreasonably obstructed and work in connection therewith shall be done and carried on in conformity with such reasonable rules, regulations and local ordinances with reference thereto as may be adopted by Grantor for the protection of the public.

SECTION 14. Records and Reports.

The following records and reports shall be filed with or available to Grantor:

(A) Grantee Rules and Regulations. Copies of rules, regulations, terms and conditions adopted by Grantee that relate to Grantee's use of Grantor's Right-of-Way shall be available upon request by Grantor.

(B) Accounting. Grantee shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission, or as mutually agreed to by Grantor and Grantee. Should the Florida Public Service Commission cease to exist, the City retains the right to require the Grantee to maintain a system of accounts and forms of books and accounts and memoranda prescribed by the Federal Energy Regulatory Commission or any other applicable agency.

(C) Reports. The Grantee will attach to each payment a statement of its estimated Base Revenues by revenue account for the period on which such payment is based, signed by an authorized representative of the Grantee, in such reasonable form and detail

as Grantor may from time to time prescribe, sufficient to show the source and method of computation of Base Revenues. The acceptance of any statement or payment shall not estop the Grantor from asserting that the amount paid is not the amount due or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(B).

(D) Availability of Records and Reports. Grantee shall supply all accounts and records of the Grantee and/or all such information that the Grantor or its representatives may from time to time reasonably request or require relative to the calculation of franchise fees. Such financial records shall be kept and maintained in accordance with generally accepted accounting principles. All of these records shall, on written request of Grantor, be open for examination and audit by Grantor and Grantor's representatives during ordinary business hours, and such records shall be retained by Grantee for a period of five (5) years.

(E) Audit. Grantor may require an audit of Grantee's books at minimum of once every five years. Grantee will reimburse Grantor's audit costs if the audit identifies errors in the Grantee's franchise Base Revenues of five percent (5%) or more for the period audited. Errors identified during the audit process shall be projected for any additional time periods not covered during the audit if there is a reasonable probability these errors occurred during the unaudited period, but not for more than five (5) years. If an underpayment of franchise fees has occurred, interest will be computed at a rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within thirty (30) days after receipt of demand therefor from Grantor.

SECTION 15. Grantor's Authority.

(A) Nothing in this Franchise shall prevent Grantor from levying and collecting such taxes as Grantor may from time to time be empowered, by law, to levy and collect provided such taxes shall be applied uniformly to all persons within Grantor's corporate limits and shall not constitute an additional tax or fee for Grantee's use of the Rights-of-Way. Such taxes are not considered part of the franchise fees.

(B) In the event the Grantor acquires the Property rights of Grantee as well as any extensions thereof within and without the City, used in or useful in or connected with Grantee's Electric Utility System and the extensions thereof all grants or renewals shall at once terminate.

SECTION 16. Severability.

Should any section or provision of this Franchise Ordinance or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the Grantor and Grantee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with judicial authority's decision.

SECTION 17. Acceptance.

This ordinance shall become effective upon being legally passed and adopted by the City Commission of the City of Brooksville, as provided by law; and it is further agreed that Grantee shall accept this franchise as of the date of the passage and adoption by the City Commission and shall signify its acceptance in writing within thirty days after the City Commission's approval of this ordinance by filing its written acceptance with the City Clerk.

SECTION 18. Attorney's Fees and Expenses.

Except as otherwise provided for herein, Grantor and Grantee hereto agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this Franchise, the prevailing party shall be entitled to recover a reasonable amount of attorney's fees and court costs, including fees and costs on appeal, from the non-prevailing party.

SECTION 19. Governing Law and Venue.

(A) The rights and privileges granted to Grantee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of Grantor's Rights-of-Way and nothing in this Franchise shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its Rights-of-Way.

(B) The Franchise and rights herein granted are subject to the provisions of existing Federal laws and the laws of the State of

Florida and those hereafter enacted pertaining to the granting of franchises and to Retail Wheeling.

(C) Venue. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Hernando County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 20 Notices.

Except in exigent circumstances, all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

To Grantor:

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

To Grantee:

General Counsel
Florida Power Corp.
P. O. Box 14042
St. Petersburg, FL 37333-4042

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by Grantor or Grantee.

SECTION 21. Non-waiver Provision.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 22. Codification.

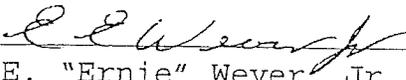
This ordinance shall become and be made a part of the Official Code of Ordinances of the City of Brooksville and the sections of this ordinance may be renumbered to accomplish such intent.

SECTION 23. Effective Date.

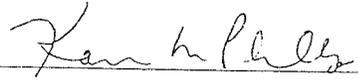
This Franchise shall take effect immediately upon adoption and will remain in force until supplemented, amended, repealed or otherwise alters.

ADOPTED this 9TH day of FEBRUARY, 1998.

CITY OF BROOKSVILLE, FLORIDA

By: 
E.E. "Ernie" Wever, Jr., Mayor

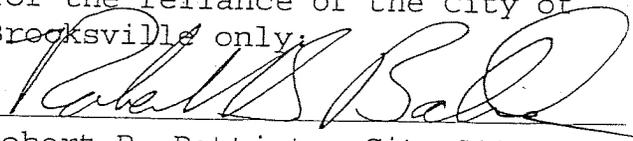
ATTEST:


Karen M. Phillips, CMC, City Clerk

PASSED ON FIRST READING this 26TH day of JANUARY, 1998.

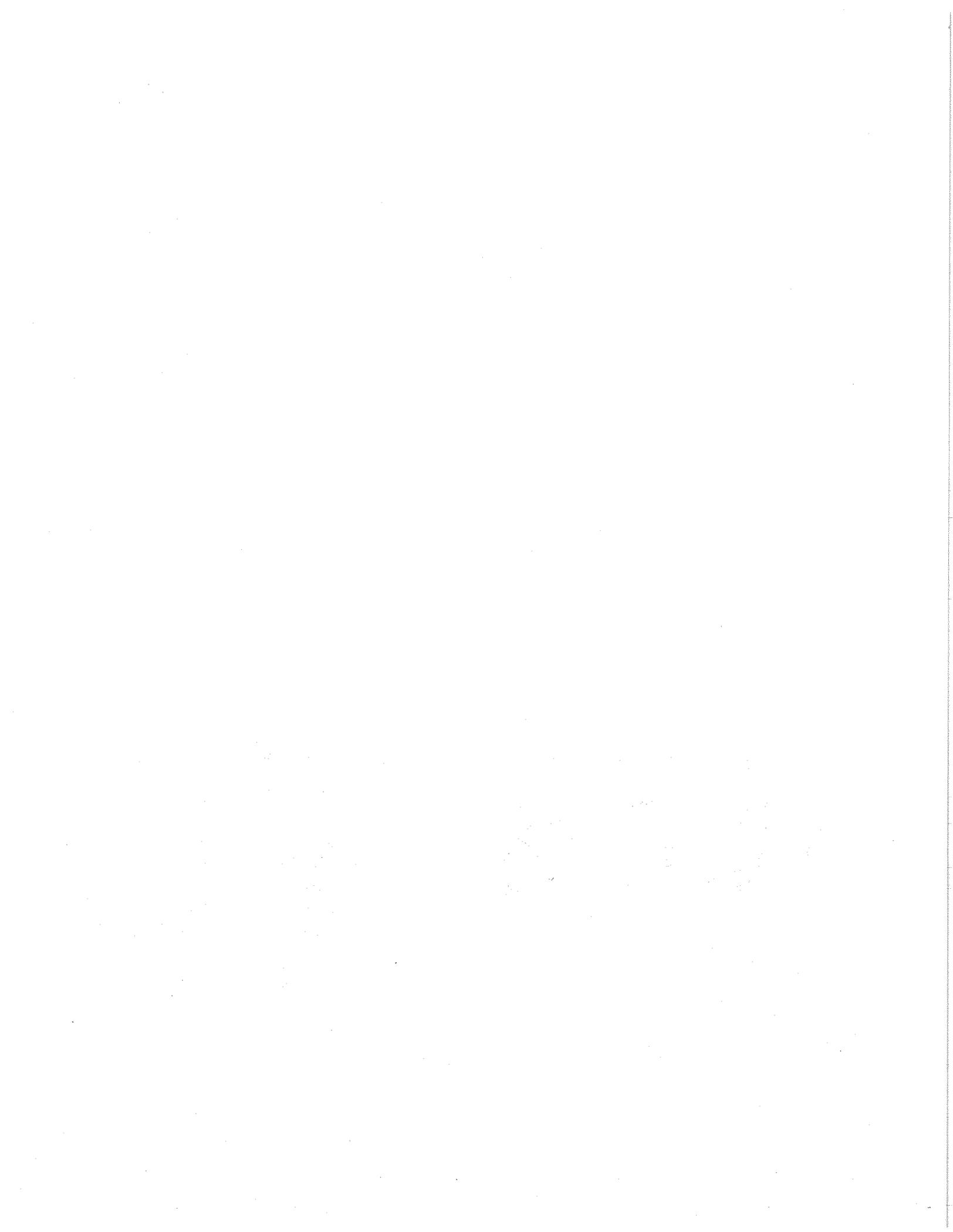
PASSED ON SECOND READING this 9TH day of FEBRUARY, 1998.

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


Robert B. Battista, City Attorney

VOTE OF COUNCIL:

Wever	<u>AYE</u>
Lewis	<u>AYE</u>
Brayton	<u>AYE</u>
Johnston	<u>NAY</u>
Staib	<u>AYE</u>



City of Brooksville



(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

04-21-97 P05:08 IN

Reply to: Robert B. Battista, Esq.
City Attorney
P.O. Box 997
Brooksville, Florida 34605-0997
(352) 796-5123 (Phone)
(352) 799-3187 (Fax)

April 21, 1997

Richard Anderson
City Manager
201 Howell Avenue
Brooksville, FL 33601

Re: Florida Power Franchise

Dear Sir:

I have reviewed the referenced file and from my review, it appears that Florida Power's deduction of local taxes from the annual franchise fee is supported by the records.

There is a March 30, 1973 letter from a committee that apparently was established to make recommendations as to the renewal of the franchise agreement. That letter recommends that local taxes not be a component of the franchise fee. There is also a resolution dated February 4, 1974 that directs that the taxes will no longer be deducted from the franchise fee.

However, there is Ordinance 251 passed on September 16, 1974 which does include the provision that permits the deduction of local taxes from the franchise fee.

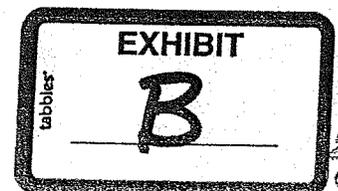
I also reviewed the minutes for the legislative record on Ordinance 251, but there was nothing that indicated there was any discussion of the tax issue.

It would appear from the above that the last document, Ordinance 251, controls this issue.

Sincerely,


Robert B. Battista

RBB/bsj



CITY OF BROOKSVILLE

TO:

ACTION:

(XX) Mayor Joseph Johnston, III	() As you requested
(XX) Vice Mayor Ernie Weaver	(XX) For your information
(XX) Council Member Pat Brayton	() Appropriate action
(XX) Council Member Richard Lewis	() Review and return
(XX) Council Member Mary A. Staib	() Please review & route

FROM: Richard E. Anderson 
City Manager

DATE: July 24, 1997

SUBJECT: Florida Power Franchise

At the May 19, 1997 meeting, it was determined that consideration of "early" renewal of the Florida Power Franchise would be deferred, and a copy of the "new" form was requested (see attachment #1). Although an over-simplification, the company's incentive is an extension of the term (without increasing their costs) and the City's would be additional revenue.

As previously indicated the "new" form is based on the franchise (see attachment #2) adopted by the City of Clearwater in 1995 (certain provisions unique to their jurisdictions are not included in the "standard" version).

As all cities need additional revenue, and as no one wants to raise property taxes (or reduce service levels), the few remaining options include user and franchise fees. If/when a new Franchise is approved, the impact on most residential customers would be less than one dollar per month, however the total projected increase in revenue from all customers would average approximately \$5,000 per month (see attachment #3).

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

06-13-12A11:28 RCVD

June 15, 2012

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2012/2013 budget (the "Proposed Budget") approved by the Board of Supervisors of the Southern Hills Plantation I Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 16, 2012, at 10: 00 a.m.** at the **Southern Hills Plantation Clubhouse located at 4200 Summit View Drive, Brooksville, FL 34601.** Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes*. a digital copy of the budget will also be posted on the [Hernando County website](#) (at least two days prior to the public hearing) pursuant to Section 189.418(4), *Florida Statutes*.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Scott Brizendine
District Manager

Enclosures: FY 12-13 Budget

CTN
07.02.12
MU
2012
Geigley

Budget Template
Southern Hills Plantation I Community Development District
General Fund
Fiscal Year 2012/2013

Chart of Accounts Classification	Actual YTD through 04/30/12	Projected Annual Totals 2011/2012	Annual Budget for 2011/2012	Projected Budget variance for 2011/2012	Budget for 2012/2013	Budget Increase (Decrease) vs 2011/2012	Comments
REVENUES							
Special Assessments							
Tax Roll	166,169	166,169	158,751	7,418	158,751	0	
Off Roll	97,364	97,364	95,524	1,840	95,524	0	
TOTAL REVENUES	263,533	263,533	254,275	9,258	254,275	0	
EXPENDITURES							
Administrative							
Legislative							
Supervisor Fees	3,000	5,000	3,600	(1,400)	4,000	400	4 meetings
Financial & Administrative							
District Management	17,500	30,000	30,000	0	30,000	0	
District Engineer	15,595	26,734	7,500	(19,234)	15,000	7,500	Based on 2012 actual
Disclosure Report	5,000	5,000	5,000	0	5,000	0	
Trustees Fees	3,879	3,879	4,000	121	4,000	0	
Auditing Services	0	3,400	6,100	2,700	3,400	(2,700)	Based on 3-yr agreement
Arbitrage Rebate Calculation	0	1,000	1,000	0	650	(350)	Based on new agreement
Public Officials Liability Insurance	3,121	3,121	3,303	182	3,277	(26)	2012 premium plus 5%
Legal Advertising	378	648	750	102	681	(69)	
Bank Fees	281	482	400	(82)	500	100	
Dues, Licenses & Fees	175	175	175	0	175	0	
Legal Counsel							
District Counsel	10,701	18,345	15,000	(3,345)	15,500	500	
Administrative Subtotal	59,630	97,784	76,828	(20,956)	82,183	5,355	
Field Operations							
Electric Utility Services							
Street Lights	10,382	17,798	18,900	1,102	18,200	(700)	
Stormwater Control							
Lake/Pond Bank Mowing	27,750	58,584	58,584	0	58,584	0	
Aquatic Contract	27,135	46,517	43,200	(3,317)	41,709	(1,491)	
Lake/Pond Repair	0	0	2,500	2,500	2,500	0	
Other Physical Environment							
General Liability Insurance	245	245	256	11	256	0	2012 premium plus 5%
Property & Casualty Insurance	2,274	2,274	3,582	1,308	2,388	(1,194)	2012 premium plus 5%
Entry & Walls Maintenance	233	399	1,000	601	1,000	0	
Landscape Maintenance	10,672	18,295	18,295	0	20,125	1,830	Current agreement plus 10%
Irrigation Repairs and Maintenance	1,097	1,881	5,000	3,119	4,500	(500)	
Landscape Replacement Plants, Trees, Mulch	4,465	7,654	22,830	15,176	22,830	0	mulch, annuals plus \$10,000 replace
Field Operations Subtotal	84,253	153,647	174,147	20,500	172,092	(2,055)	
Contingency							
Contingency							
Southern Hills III Expenses	16,683	28,599	0	(28,599)	0	0	
Miscellaneous Contingency	5,000	5,000	3,300	(1,700)	0	(3,300)	
Contingency Subtotal	21,683	33,599	3,300	(30,299)	0	(3,300)	
TOTAL EXPENDITURES	165,566	285,030	254,275	(30,755)	254,275	0	
EXCESS OF REVENUES OVER EXPENDITURES	97,967	(21,497)	0	40,013	0	(0)	

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

06-13-12 11:27 RCVD

June 15, 2012

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2012/2013 budget (the "Proposed Budget") approved by the Board of Supervisors of the Southern Hills Plantation II Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 16, 2012, at 10:00 a.m. (or immediately thereafter the adjournment of the Southern Hills III meeting)** at the **Southern Hills Plantation Clubhouse located at 4200 Summit View Drive, Brooksville, FL 34601**. Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes*. a digital copy of the budget will also be posted on the Hernando County website (at least two days prior to the public hearing) pursuant to Section 189.418(4), *Florida Statutes*.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Scott Brizendine
District Manager

Enclosures: FY 12-13 Budget

CTN
07-02-12
JW
de: Brizendine
2/15/12

Budget Template
Southern Hills Plantation II Community Development District
General Fund
Fiscal Year 2012/2013

Chart of Accounts Classification	Actual YTD through 04/30/12	Projected Annual Totals 2011/2012	Annual Budget for 2011/2012	Projected Budget variance for 2011/2012	Budget for 2012/2013	Budget Increase (Decrease) vs 2011/2012	Comments
REVENUES							
Special Assessments							
Tax Roll	26,455	26,455	25,997	458	25,997	0	
Off Roll	97,961	97,961	97,959	2	97,959	0	
TOTAL REVENUES	124,416	124,416	123,956	460	123,956	0	
EXPENDITURES							
Administrative							
Legislative							
Supervisor Fees	200	600	2,400	1,800	800	(1,600)	4 meetings
Travel Reimbursement	35	105	421	316	140	(281)	
Financial & Administrative							
District Management	10,500	18,000	18,000	0	18,000	0	
District Engineer	520	891	5,000	4,109	5,000	0	
Disclosure Report	5,000	5,000	5,000	0	5,000	0	
Trustees Fees	0	3,500	3,500	0	3,500	0	
Auditing Services	0	3,400	6,100	2,700	3,400	(2,700)	Based on 3-year agreement
Arbitrage Rebate Calculation	0	1,125	1,125	0	1,125	0	
Public Officials Liability Insurance	3,121	3,121	3,304	183	3,277	(27)	2012 premium plus 5%
Legal Advertising	141	242	500	258	500	0	
Bank Fees	253	685	450	(235)	700	250	
Dues, Licenses & Fees	175	175	175	0	175	0	
Legal Counsel							
District Counsel	1,194	2,047	4,000	1,953	4,000	0	
Foreclosure Expenses	1,486	2,547	7,500	4,953	7,500	0	
Administrative Subtotal	22,625	41,438	57,475	16,037	53,117	(4,358)	
Field Operations							
Electric Utility Services							
Street Lights	9,596	16,450	17,366	916	16,944	(422)	2012 actual projection plus 3%
Stormwater Control							
Lake/Pond Bank Mowing	5,711	12,057	12,057	0	12,057	0	
Aquatic Contract	4,153	7,119	6,989	(130)	7,119	130	
Other Physical Environment							
General Liability Insurance	420	420	410	(10)	441	31	2012 premium plus 5%
Entry & Walls Maintenance	0	0	250	250	250	0	
Landscape Maintenance	9,864	16,909	16,909	0	18,600	1,691	current agreement plus 10%
Irrigation Repairs and Maintenance	285	489	1,500	1,011	1,500	0	
Landscape Replacement Plants, Trees, Mulch	4,855	8,323	11,000	2,677	11,000	0	
Field Operations Subtotal	34,884	61,767	66,481	4,714	67,911	1,430	
Contingency							
Contingency							
Miscellaneous Contingency	0	0	0	0	2,928	2,928	
Contingency Subtotal	0	0	0	0	2,928	2,928	
TOTAL EXPENDITURES	57,509	103,206	123,956	20,750	123,956	0	
EXCESS OF REVENUES OVER EXPENDITURES	66,907	21,210	0	(20,290)	0	0	

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

06-13-12 A11:27 RCVD

June 15, 2012

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2012/2013 budget (the "Proposed Budget") approved by the Board of Supervisors of the Southern Hills Plantation III Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 16, 2012, at 10:00 a.m. (or immediately thereafter the adjournment of the Southern Hills I meeting)** at the **Southern Hills Plantation Clubhouse located at 4200 Summit View Drive, Brooksville, FL 34601**. Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes*. a digital copy of the budget will also be posted on the Hernando County website (at least two days prior to the public hearing) pursuant to Section 189.418(4), *Florida Statutes*.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Scott Brizendine
District Manager

Enclosures: FY 12-13 Budget

CTN
07-02-12
JTW
Dr. Brizendine
Ginger

Budget Template
Southern Hills Plantation III Community Development District
General Fund
Fiscal Year 2012/2013

Chart of Accounts Classification	Actual YTD through 04/30/12	Projected Annual Totals 2011/2012	Annual Budget for 2011/2012	Projected Budget variance for 2011/2012	Budget for 2012/2013	Budget Increase (Decrease) vs 2011/2012	Comments
Contributions From Private Sources							
Developer Contribution	2,545	2,545	62,824	(60,279)	64,906	2,082	
TOTAL REVENUES	2,545	2,545	62,824	(60,279)	64,906	2,082	
EXPENDITURES							
Administrative							
Legislative							
Supervisor Fees	600	1,200	1,200	0	1,200	0	
Financial & Administrative							
District Management	8,750	15,000	15,000	0	15,000	0	
District Engineer	88	151	1,200	1,049	1,000	(200)	
Auditing Services	0	2,500	3,500	1,000	2,500	(1,000)	
Public Officials Liability Insurance	0	0	2,892	2,892	2,892	0	
Legal Advertising	0	250	250	0	250	0	
Bank Fees	12	21	125	104	25	(100)	
Dues, Licenses & Fees	200	200	175	(25)	175	0	
Legal Counsel							
District Counsel	6,186	10,605	5,000	(5,605)	7,500	2,500	
Administrative Subtotal	15,836	29,926	29,342	(584)	30,542	1,200	
Field Operations							
Electric Utility Services							
Street Lights	6,241	10,699	11,320	621	11,020	(300)	2012 actual plus 3%
Stormwater Control							
Lake/Pond Bank Mowing	343	660	660	0	660	0	
Aquatic Contract	343	588	504	(84)	588	84	
Other Physical Environment							
General Liability Insurance	0	0	252	252	250	(2)	
Entry & Walls Maintenance	0	0	250	250	250	0	
Landscape Maintenance	6,414	10,996	10,996	(0)	12,096	1,100	2012 actual plus 10%
Irrigation Repairs and Maintenance	659	1,130	2,000	870	2,000	0	
Landscape Replacement Plants, Trees, Mulch	2,683	4,599	7,500	2,901	7,500	0	
Field Operations Subtotal	16,683	28,672	33,482	4,810	34,364	882	
Contingency							
Contingency							
Miscellaneous Contingency	0	0	0	0	0	0	
Contingency Subtotal	0	0	0	0	0	0	
TOTAL EXPENDITURES	32,519	58,598	62,824	4,226	64,906	2,082	
EXCESS OF REVENUES OVER EXPENDITURES	(29,974)	(56,053)	0	(64,505)	0	0	