

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

AGENDA

May 6, 2013

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Chick-fil-A® Leadercast Proclamation

Presentation of proclamation referencing The Greater Hernando Chamber of Commerce and the 4th Annual Chick-fil-A® Leadercast.

Presentation:	Mayor
Attachment:	Proclamation

2. Take Action!! “Champions of Change” Quarterly Employee Recognition

Presentation:	Director of Parks, Facilities & Recreation
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D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

January 7, 2013 Regular Meeting

2. FY2012/13 Budget Amendment

Consideration of amendment to correct posted funds from FY2011/12.

3. FY2012/13 Budget Amendments

Consideration of budget amendments relating to bond refunds.

4. Mowing Bid SD2013-01 Award

Consideration to award bid to Paff Landscaping, Inc. for mowing services on an as-needed basis.

5. Public Nuisance Lien

Consideration to record Special Assessment Liens against properties with unpaid Code Enforcement costs.

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CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Assistant Finance Director dated 04/10/13, Budget Amendment Form; 3) Memo from Assistant Finance Director dated 04/26/13, Budget Amendment Forms; 4) Memo from Director of Parks, Facilities & Recreation & Assistant Finance Director dated 04/19/13, Bid Opening Minutes, Paff Bid Certification & Proposed Agreement; 5) Memo from Director of Community Development dated 05/06/13, Special Master's Orders

F. PUBLIC HEARINGS

(Board Sitting in its Legislative Capacity)

- Entry of Proof of Publication into the Record

1. Ordinance No. 835 – Mosquito Control MSTU

Consideration of proposed ordinance providing for inclusion of the City in the Hernando County Mosquito Control Municipal Service Taxing Unit (MSTU) for FY2013/14. [First Reading 4/15/13]

Presentation: Director of Public Works
Recommendation: Approval of **Second Reading** of Ordinance No. 835 upon roll-call-vote
Attachments: Memo from Director of Public Works dated 04/23/13, Proposed Ordinance, Hernando County Proposed Ordinance Amending the Mosquito Control Code, Hernando County Work Plan for Mosquito Control

(Board Sitting in its Quasi-Judicial Capacity)

- Entry of Proof of Publication into the Record
- Poll Council Members for Ex-Parte Communications
- Administering of Oath to All Persons Intending to Speak [Expert Witness Credentials]
- Adoption of the Agenda Back-up Materials into Evidence

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2. Ordinance No. 836 – Howell Avenue Rezoning

Consideration to rezone approximately 0.82 acres located at 259 Howell Avenue from the current zoning of Residential (R-1B) consisting of a single family residential unit to a zoning designation of Professional Office District (P-1).

Presentation: City Planner
Recommendation: Direction to Staff or Approval of **First Reading** of Ordinance No. 836 as recommended by Staff and P&Z Commission upon roll-call vote and schedule 2nd reading for 5/20/13.
Attachments: Memo from Director of Community Development & City Planner dated 05/06/13, Proposed Ordinance, Area Map, Zoning Petition, Petitioner's Narrative, Site Survey

G. REGULAR AGENDA

1. Resolution No. 2013-06 – Council Meeting Days and Times

Consideration of a resolution to formally ratify prior Council action setting the days and time of Council meetings.

Presentation: City Clerk
Recommendation: Approval of Resolution 2013-06 upon roll-call-vote
Attachments: Memo from City Clerk dated 04/24/13, Proposed Resolution, Prior Resolutions & Minutes

2. Brooksville Housing Authority Advisory Board Appointment

Consideration of Mayoral appointment to the Brooksville Housing Authority Board with Council consensus.

One (1) Alternate position to fill a 4-year term of office through May 31, 2017.

Richard Howell	New Applicant
Sandra Roth	Previous Member

Presentation: City Clerk
Recommendation: Mayoral Appointment of Brooksville Housing Authority member with Council Consensus
Attachments: Memo from City Clerk dated 04/23/13; Applications

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- 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 Greater Hernando County Chamber of Commerce is a member driven business organization whose mission is to strengthen their business environment and enable their members to prosper; and,

Whereas, the Greater Hernando County Chamber of Commerce has been a trusted business resource since 1925, offering four pillars for business success: Networking, Marketing, Advocacy and Training; as well as business and career development; and,

Whereas, on May 10, 2013, the Greater Hernando County Chamber of Commerce is proud to present the 4th Annual Chick-fil-A® Leadercast to be held at Grace World Outreach Church located at 20366 Cortez Blvd. in Brooksville from 8:00 a.m. to 4:30 p.m.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, hereby commend the Greater Hernando County Chamber of Commerce for strengthening our business environment and for presenting

“Simply Lead”

4th Annual Chick-fil-A® Leadercast. A 1-day Leadership Development event broadcast live from Atlanta, featuring a diverse group of internationally-acclaimed authors, leadership experts and practitioners.

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 6th day of May, 2013.

City of Brooksville

Lara Bradburn, Mayor

Kevin Hohn, Vice Mayor

Joe Bernardini, Council Member

Frankie Burnett, Council Member

Joseph E. Johnston, III, Council Member

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

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

January 7, 2013

7:00 P.M.

Brooksville City Council met in regular session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn, Council Members Joe Bernardini, Frankie Burnett and Joseph E. Johnston, III present. Also present were Thomas S. Hogan, Jr. and James Fisher, City Attorneys; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Jim Delach, Assistant 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 Bradburn, followed by an invocation and Pledge of Allegiance.

PRESENTATION AND REQUEST FOR WAIVERS

Week of the Young Child

Consideration of waiving fees in the amount of \$300 for the Week of the Young Child event at JBCC on Saturday, April 13, 2013.

Community Facilitator Noreen St. Jean for Devereux Kids asked for the waiver and advised the event is a state-wide event. She advised they are expecting 600+ kids and asked that someone official be on hand to open the ceremony.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Burnett approval of the waiver. Motion carried 5-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Proclamation – Dr. Martin Luther King, Jr. Day

Consideration of a Proclamation in honor of Dr. Martin Luther King, Jr. Day in the City of Brooksville.

Mayor Bradburn read the proclamation in its entirety, which will be presented to the NAACP.

CITIZEN INPUT

Mayor Bradburn asked for public input; there was none.

CONSENT AGENDA

City Wide Surplus

Consideration to surplus items determined to be obsolete, inoperable or no longer useful.

REGULAR COUNCIL MEETING MINUTES – January 7, 2013

Award of Police Department Lobby Expansion Bid No. PD2012-07

Consideration of award of bid to SVIII General Contractor, Inc. for the not-to-exceed amount of \$42,680 and approve Budget Amendments.

Brownfields Program Consultant Services Agreement

Consideration of approval of Consultant Services Agreement.

Certificate of Public Convenience and Necessity (COPCN)

Consideration of approval for issuance of the COPCN to MedFleet and authorize Mayor to sign the letter.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of Consent Agenda Items 1-4. Motion carried 5-0.

Council Member Bernardini asked for discussion and separate vote in Item 5, the Bright House Networks Agreement.

Bright House Networks

Consideration of approval of Bright House Networks, LLC – I-NET Agreement.

Council Member Bernardini asked for a review of the service. City Manager Norman-Vacha stated it is dark fiber that is a higher speed connection. The agreement will allow for the franchise agreements to run forward and outward. She reviewed locations that have been eliminated from service and noted the four (4) that are in service; City Hall, Police Department, Public Works Department and Jerome Brown Community Center. She reviewed connectivity but was not sure of it being on its own highway. She was concerned with technology changing rapidly and assured that a connection could be eliminated or added during the agreement period. There is no longer a franchise agreement due to legislative action.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of the Bright House Networks Agreement.

Council Member Johnston asked if the agreement will have contact information for Bright House. City Manager Norman-Vacha advised a fully executed final agreement has been received since the agenda was published.

Motion carried 5-0.

PUBLIC HEARINGS

Entry of Proof of Publication into the Record

Mayor Bradburn called for proof of publication. City Clerk Peters indicated Item G1 was published on Friday, December 28, 2012, in the Hernando Today legal section of the Tampa Bay Times and there is a copy of the affidavit for the record.

Ordinance No. 834 – Cross Connection

Consideration of an Ordinance establishing a Cross Connection Control Program to protect the City's drinking water system from cross connections.

[First Reading 12/17/12]

REGULAR COUNCIL MEETING MINUTES – January 7, 2013

Director of Public Works Richard Radacky reviewed that errors had been corrected, as well as additions, which are indicated in red. He advised he is not totally in agreement with the ordinance but it is required to be in compliance with FDEP. Supplying reuse to Southern Hills will require it. He reviewed other instances for cross connection control as well as the implementation plan as provided to Council.

Director Radacky requested annual certificate testing for high-risk facilities and bi-annually for low-risk facilities be required. The homeowner/business owner owns the backflow preventer and would be responsible for the cost of testing. Discussion followed of notice timelines and methods, prioritizing of high-risk facilities, and education of the public.

Council Member Bernardini advised his biggest concern is the high-risk facilities and the need to act more quickly. Mayor Bradburn asked how many high-risk facilities are in the City, as she felt a more personal approach, such as a phone call, should be taken for highest risk facilities, such as funeral homes. Director Radacky agreed. Jon Dowler, Project Supervisor, advised there are around 500 high-risk facilities, but around 306 already have a backflow preventer in place.

Council Member Hohn asked for confirmation that Southern Hills is not a high-risk facility. Director Radacky confirmed. Council Member Hohn suggested that for the residents of Southern Hills, since reuse is not officially being added to their pond yet, they be given 60-days to conform. He requested a town hall meeting be scheduled to educate people and supply a list of certified plumbers who have negotiated the lowest costs, to residents. He asked that Council approve the City to pay for the first year inspection out of the Utility Department. Director Radacky did not agree and advised the water sewer agreement with Southern Hills has yet to be finalized. He added there are other steps that will need to be taken as well.

Council Member Hohn asked is there anyone else that will have access to reuse water. Director Radacky advised there are several, with the possibility of the hospital. He also felt a cooperative funding grant could possibly be acquired for Hernando Oaks to get the water to them. Director Radacky advised he would like to sell the reuse water to these entities.

Council Member Burnett clarified that the City has 3-years to implement the program, during which all these problems of education and notifications can be resolved.

Council Member Johnston commented that this is something we have to do. No one could recall this being discussed when reuse water was first discussed.

Council Member Hohn asked for backflow clarification, which Director Radacky explained.

Mayor Bradburn asked for public input.

Richard Howell reviewed the high-risk facilities and asked for the status of South Brooksville. It is his belief that South Brooksville has experienced cross-contamination and requested they have a town hall meeting as well. He asked what brought this issue on and are there any existing problems in the City of Brooksville with cross connection problems. Director Radacky advised there are, nor has there been problems, and no sewer water went into the South Brooksville public water system on May 29th. He also advised the cross connection protection is required when reuse is used for irrigation. Director Radacky advised the only place in South Brooksville that is high-risk is the funeral home.

It was clarified that this program is required regardless of whether reuse water is used and is separate from potable water. It was further clarified that reuse water is for some irrigation purposes only.

REGULAR COUNCIL MEETING MINUTES – January 7, 2013

Council Member Burnett advised that high or low risk is determined by the American Water Works Association guidelines.

City Clerk Peters read Ordinance No. 834 by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, PROVIDING FOR LEGAL AUTHORITY AND ADMINISTRATION; PROHIBITING CROSS CONNECTIONS; PROVIDING FOR INSPECTION MONITORING AND MAINTENANCE OF SYSTEMS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND CERTAIN EXCEPTIONS; AND FOR AN EFFECTIVE DATE.

Motion:

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

Motion carried 4-1 upon roll call vote, as follows:

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

Mayor Bradburn expressed appreciation to staff for assuring that this process will be worked through. Council Member Burnett asked that the 3-year timeline be utilized and not try to implement this process overnight.

REGULAR AGENDA

Beautification Board Appointment

Appointment for one (1) full-time position to fill a vacant 4-year term of office through December 31, 2016.

Mayor Bradburn advised legal has verified that there is no conflict of interest in the appointment of persons related serving on the same board.

Melissa Hemstreet	New Applicant
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Motion:

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

SunTrust Bank Loan to Refund/Refinance Certain Water and Sewer Debt

Consideration to approve Letter of Commitment with Sun Trust Bank for bank loan to refund/refinance water and sewer debt.

Assistant Director of Finance Jim Delach reviewed, indicating a lower interest rate will save \$30,000 a year for fifteen (15) years.

REGULAR COUNCIL MEETING MINUTES – January 7, 2013

City Manager Norman-Vacha advised this is for the letter of commitment. The details and loan documents will come to Council at their next meeting.

Motion:

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

ADJOURN TO COMMUNITY REDEVELOPMENT AGENCY MEETING

Council adjourned at 8:14 p.m. to the CRA Meeting, reconvening at 8:28 p.m.

Resolution No. 2013-01 Community Redevelopment Plan Update

Consideration of Resolution adopting the revised Community Redevelopment Plan for the downtown area as recommended by the CRA Board.

Director Geiger advised the only requirement of Council is to accept the recommendation of the CRA to adopt the resolution.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Bernardini for approval of CRA Resolution No. 2013-01.

City Clerk Peters read CRA Resolution No. 2013-01 by title, as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, ADOPTING AND APPROVING MODIFICATIONS TO THE DOWNTOWN COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR AN UPDATE TO THE REDEVELOPMENT PLAN INCLUDING IMPLEMENTATION ELEMENTS; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

CITIZEN INPUT

Mayor Bradburn asked for public input.

Kojack Burnett recommended the 3-year implementation plan for cross connection.

ITEMS BY COUNCIL

James Fisher, City Attorney

Attorney Fisher stated he appreciated the opportunity to be here. Attorney Hogan indicated he is glad to have Jim and looks forward to continuing to provide legal services to the City of Brooksville.

REGULAR COUNCIL MEETING MINUTES – January 7, 2013

Joseph E. Johnston, III, Council Member

Council Member Johnston referenced a comic strip about red light cameras that indicated it is a national concern.

He recognized National Football League player DuJuan Harris, running back for the Green Bay Packers, from Brooksville.

Kevin Hohn, Vice Mayor

Vice Mayor Hohn wished everyone a Happy New Year.

He commended City staff on restructuring of the water and sewer debt to free-up reserves and savings.

Joe Bernardini, Council Member

Council Member Bernardini wished Tim Jinkens a speedy recovery.

He pointed out cracks on North Avenue (west side of the hill) and requested they be patched. Public Works Director Radacky confirmed it is being worked on.

He also pointed out a patch on Underwood Avenue needs to be fixed.

He complained the “Tax” and “Junk Cars” signs at every intersection and at post office keep going back up after Code Enforcement removes them. He suggested fines for every time they are replaced. Director Geiger confirmed the officer’s pickup is full of signs and citations have been issued.

He asked could the signs in right-of-ways be picked up by anybody. Police Chief Turner explained it cannot be removed by anybody that does not know whether it is there legally or not. Mayor Bradburn encouraged city staff and Council to pick up the signs as they see them, since they have been cited.

Frankie Burnett, Council Member

Council Member Burnett wished a Happy New Year to all.

He asked Council to address road block posts in the Cemetery for safety concerns. City Manager Norman-Vacha indicated the posts were installed to deter people from driving over the grounds that would impede the burial area. She will meet with Council Member Burnett to discuss further.

He requested Black History Month Proclamation for the February meeting.

He requested the City website be more user-friendly. City Manager Norman-Vacha explained the website is being reconstructed at this time by a task team of City employees.

He indicated the fence at the Police Department has not been fixed to his satisfaction.

He commended the City Manager and her staff for the wonderful job they do on a daily basis. He also commended the Hogan Law Firm on representation of the City.

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T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha reminded Council next Tuesday at 6:30 p.m. will be the next Pension Board Workshop.

Lara Bradburn, Mayor

Mayor Bradburn reminded all next Wednesday is curbside recycling day.

She indicated SWFWMD encouraged all to water every other week for conservation.

She pointed out this is the last week in office for Property Appraiser Alvin Mazourek, Supervisor of Elections Annie Williams, Clerk of the Circuit Court Karen Nicolai, Tax Collector Juanita Sikes and Judge Merritt.

She also stated Senator Wilton Simpson is having a grand opening at his office at 10 W. Jefferson Street tomorrow from 4:00 p.m. to 7:00 p.m.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:50 p.m.



City Clerk

Attest: _____
Mayor



AGENDA ITEM NO. E-2
5/6/13

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JIM DELACH, ASSISTANT FINANCE DIRECTOR

SUBJECT: FY2012/13 BUDGET AMENDMENT

DATE: April 10, 2013

GENERAL SUMMARY/BACKGROUND: Attached is a FY2012/13 budget amendment. After the FY2011/12 Audit was completed, the finance staff found an error where the Enrichment Center quarterly payment (\$1,949) from ECI was incorrectly posted to the First Tee Fund #129 and should have been posted to the Enrichment Center Fund #139. Our Auditor recommended that we transfer the monies through our Budget Amendment process.

BUDGET IMPACT: This amendment transfers funds mistakenly posted to the wrong Special Revenue Fund from a previous budget year. See attached budget amendment for details.

LEGAL REVIEW: 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 Council consideration to approve the the attached FY2012/13 budget amendment as presented.

ATTACHMENTS: Budget Amendment Form

BUDGET AMENDMENT FORM

Fiscal Year 2012 - 2013

Account Name/Dept	Account Number	Approved Budget FY 2012-13	Increase	Decrease	Amended Budget FY 2012-13
Fund Balance-Committed	129-000-282-30008	\$17,285		1,949	15,336
Transfer Out To Fund 139 (increase line item for expense)	129-020-581-56139	\$0	1,949		1,949
Transfer In From Fund 129 (Revenue)	139-020-381-49129	\$0	\$1,949		1,949
Fund Balance-Restricted	139-000-282-30007	\$4,700	\$1,949		6,649
TOTAL		\$21,985	\$5,847	\$1,949	\$25,883

Reason for Amendment: After the FY2011/12 audit was completed, the finance staff found an error where the Enrichment Center quarterly payment from ECI was incorrectly posted to the First Tee Fund #129 and should be posted to the Enrichment Center Fund #139. This amendment corrects that error made in the previous fiscal year.

Department Director Signature

Date

Finance Director Signature

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date



CONSENT AGENDA ITEM MEMORANDUM

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, DIRECTOR OF PUBLIC WORKS
JIM DELACH, ASSISTANT FINANCE DIRECTOR

SUBJECT: FISCAL YEAR 2013 BUDGET AMENDMENTS PERTAINING TO THE 2013 SUNTRUST REFUNDING AND CAPITAL IMPROVEMENTS BUDGET AMENDMENT REQUEST UTILIZING 2013 SUNTRUST LOAN CAPITAL IMPROVEMENT RESERVES

DATE: APRIL 26, 2013

GENERAL SUMMARY/BACKGROUND: On February 15, 2013, the City of Brooksville refinanced the 1999 Water and Sewer Revenue Bonds (U.S. Department of Agriculture) \$5,492,670, the 2002 Water and Sewer Refunding Bonds \$2,985,000, and the 2008 Hancock Bank Revenue Note \$925,763 with a \$9,510,366 SunTrust Water and Sewer Refunding Bonds, Series 2013. This very significant debt refinancing will save the City's Water and Wastewater Utility in excess of \$1,345,000 in debt-service payments, than if the refinancing had not occurred. Also, there is a current immediate benefit with the annual transfers from the Water and Wastewater Operating Fund. In Fiscal Year 2014, on the three (3) refinanced issues, the required debt-service transfers would have been \$1,056,119. Instead, the transfers for the 2013 Issue are \$777,087 – a savings of \$279,045, for just one (1) fiscal year.

As a result of this refinancing, the Fiscal Year 2013 Budget will require budget amendment approvals which are attached. The attached budget amendments will lower our debt-service transfers from our operating fund to the debt-service funds; reduce the interest expense accounts for the refunded issues; add new interest- expense accounts for the new issue; and transfer the freed up reserves on the refinanced debt to the 2013 SunTrust Capital Improvement Designated Reserves (\$670,884). Also, the highest annual debt-service payment was set aside, in the amount of \$777,087, as required by the loan requirements.

In conjunction with the Fiscal Year 2013 Budget Amendments pertaining to the refunding, it is requested that \$330,000 from the 2013 SunTrust Capital Improvement Reserves, be allocated to the "Construction in Progress" expenditure line item within the Water and Wastewater Capital Funds. In accordance with the loan requirements, these funds must be reinvested (through capital improvement projects) within three (3) years. Staff will return to Council for identifying the improvement project(s) and request approval.

BUDGET IMPACT: The 2013 SunTrust Capital Improvement Loan refinancing requires budget amendments to the Water and Sewer Fund accounts. These are included as Attachment 1, Budget Amendment Forms (1-4 of 5). In addition, designated reserves from the refinancing require the funds to be expended on water and wastewater capital improvements. The selected improvement project(s) will require an amendment to the current Fiscal Year 2013 Budget

adding Project No. 2001-UT03, and approving \$330,000 in the expenditures line item. This is attached as Budget Amendment Form 5 of 5.

LEGAL REVIEW: The City Council has home-rule authority (Article VIII, 2(b), Florida Constitution, Section 166.011, Florida Statutes) to consider matters of fiscal responsibility.

STAFF RECOMMENDATION: Staff recommends approval of the attached budget amendments in conjunction with the 2013 SunTrust Capital Improvement Loan refinancing.

ATTACHMENT: Budget Amendment Forms (1-5)

BUDGET AMENDMENT FORM

Fiscal Year 2012 - 2013

Account Name/Dept	Account Number	Approved Budget FY 2012-13	Increase	Decrease	Amended Budget FY 2012-13
Transfers Out to Fund 406 (Adding New 2013 Loan and removing 1999 and 2002 transfers for remaining of year that are no longer required.)	401-021-581-56406	\$502,172		\$56,719	\$445,453
Transfers Out to Fund 406 (Adding New 2013 Loan and removing 1999 and 2002 transfers for remaining of year that are no longer required.)	401-027-581-56406	\$444,559		\$42,805	\$401,754
Retained Earnings Reserves	401-000-271-30060	\$406,164	\$99,524		\$505,688
Transfers In to Fund 406 from Fund 401 (adding New 2013 Loan and removing 1999 and 2002 Transfers)	406-000-381-49401	\$946,731		\$99,524	\$847,207
Retained Earnings Reserves	406-000-271-30060	\$623,835		\$99,524	\$524,311
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
	TOTAL				

THIS IS #1 OF 5.

Reason for Amendment: Due to 2013 SunTrust Loan refunding, the 1999 and 2002 loan transfers from Fund 401 (operating) are ceased and the new loan transfers are budgeted. Due to lower interest costs the total required transfers are lower. We are able to lower our transfers for the 1999 and 2002 loans by \$587,351 and raise our transfer for the new 2013 loan by \$487,827; our difference is \$99,524.

Department Director Signature

Date

Department Director Signature
Stephen J. Baumgart

Finance Director Signature

Date
4-24-13

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM

Fiscal Year 2012 - 2013

Account Name/Dept	Account Number	Approved Budget FY 2012-13	Increase	Decrease	Amended Budget FY 2012-13
Transfers Out to Fund 409 (removing 2008 Hancock transfers no longer required)	401-021-581-56409	\$105,862		\$70,574	\$35,288
Transfers Out to Fund 409 (removing 2008 Hancock transfers no longer required)	401-027-581-56409	\$79,861		\$53,241	\$26,620
Retained Earnings Reserves	401-000-271-30060	\$406,164	\$123,815		\$529,979
Transfers In to Fund 409 from Fund 401 (and removing 2008 Hancock Transfers)	409-000-381-49401	\$185,723		\$123,815	\$61,908
Retained Earnings Reserves	409-000-271-30060	\$14,872		\$123,815	-\$108,943
TOTAL					

THIS IS #2 OF 5.

Reason for Amendment: Due to 2013 SunTrust Loan refunding, the 2008 Hancock loan transfers from Fund 401 (operating) are ceased along with the remaining interest expense for the Hancock loan which has been paid off. Also, principal payments which are budgeted only for cash flow purposes; principal payments are a reduction to a liability in an Enterprise Fund.

Fund 401 increased Retained earnings; Fund 409 which receives the debt service payments from Fund 401 will stay flat with retained earnings (see amendment #3 of 5) which offsets negative retained earnings above in Fund #409.

Department Director Signature

Date

Department Director Signature

Date

Stephen Baugardt

4-19-13

Finance Director Signature

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM

Fiscal Year 2012 - 2013

Account Name/Dept	Account Number	Approved Budget FY 2012-13	Increase	Decrease	Amended Budget FY 2012-13
Interest on 2002 bonds	406-021-536-57102	\$74,963		\$27,233	\$47,730
Interest on 2002 bonds	406-027-536-57102	\$56,551		\$20,544	\$36,007
principal on 2002 bond (presentation only)	Liability	\$440,000		\$440,000	\$0
Interest on 1999 bonds	406-021-536-57199	\$101,739		\$63,670	\$38,069
Interest on 1999 bonds	406-027-536-57199	\$76,751		\$48,032	\$28,719
principal on 1999 bond (presentation only)	Liability	\$131,000		\$131,000	\$0
Interest on 2013 Loan	406-021-536-57113	\$0	\$82,198		\$82,198
Interest on 2013 Loan	406-027-536-57113	\$0	\$62,009		\$62,009
principal on 2013 Loan (presentation only)	Liability	\$0	\$343,620		\$343,620
Retained Earnings Reserves	406-000-271-30060	\$623,835	\$242,652		\$866,487
Hancock int. expense	409-021-536-57100	\$18,791		\$11,563	\$7,228
Hancock int. expense	409-027-536-57100	\$14,176		\$8,723	\$5,453
Hancock principal (presentation only)	Liability account, not budgeted			\$103,529	
Retained Earnings Reserves	409-000-271-30060	\$14,872	\$123,815		\$138,687
					\$0
					\$0
					\$0
TOTAL					

THIS IS #3 OF 5.

Reason for Amendment: Due to 2013 SunTrust Loan refunding, the 1999 and 2002 Bonds interest and 2008 Hancock Bank interest expense is lower; also, the new interest expense for the new 2013 SunTrust loan is budgeted.

Fund 409 which receives the debt service payments from Fund 401 will stay flat at \$14,872 with retained earnings (see amendment #2 of 5) which offsets \$138,687 retained earnings above in Fund #409.

Department Director Signature

Date

Department Director Signature

Date

Stephanie J. Baunzark

Finance Director Signature

4-29-12

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM

Fiscal Year 2012 - 2013

Account Name/Dept	Account Number	Approved Budget FY 2012-13	Increase	Decrease	Amended Budget FY 2012-13
Transfer Out to Fund 409	405-021-581-56409	\$0	\$224,376		\$224,376
Transfer Out to Fund 409	405-027-581-56409	\$0	\$169,266		\$169,266
Retained Earnings Reserves	405-000-271-30060	\$623,835		\$393,642	\$230,193
Transfer In to Fund 409 from Fund 405	409-000-381-49405	\$0	\$393,642		\$393,642
Retained Earnings Reserves	409-000-271-30060	\$14,872	\$393,642		\$408,514
Transfer Out to Fund 409	406-021-581-56409	\$0	\$158,028		\$158,028
Transfer Out to Fund 409	406-027-581-56409	\$0	\$119,214		\$119,214
Retained Earnings Reserves	406-000-271-30060	\$623,835		\$277,242	\$346,593
Transfer In to Fund 409 from Fund 406	409-000-381-49406	\$0	\$277,242		\$277,242
Retained Earnings Reserves	409-000-271-30060	\$14,872	\$277,242		\$292,114
	TOTAL				

THIS IS #4 OF 5.

Reason for Amendment: The remaining reserves in Fund 405 (Utilities R&R) pertaining to the 1999 and 2002 Bond reserves are to be placed in Capital Improvement Reserves. The amount in Fund 405 is \$393,642.

The remaining reserves in Fund 406 (Utilities Bond and Loan Fund) pertaining to the 1999 and 2002 Bond reserves are to be placed in Capital Improvement Reserves. The amount in Fund 406 is \$277,242. Total available for construction is \$670,884.

See amendment #5 of 5 which will begin the capital expenditures of the 2013 SunTrust Loan reserves that are required to be spent on Capital expenditures based on the 2013 SunTrust loan requirements.

Department Director Signature

Date

Department Director Signature

Date

Stephen J. Baunzart

Finance Director Signature

Date 4-29-13

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM

Fiscal Year 2012 - 2013

Account Name/Dept	Account Number	Approved Budget FY 2012-13	Increase	Decrease	Amended Budget FY 2012-13
Construction in Progress (Capital presentation only)	409-000-169-19049	\$358,052	\$330,000		\$688,052
Retained Earnings Reserves	409-000-271-30060	\$700,628	*	\$330,000	\$370,628
TOTAL		\$1,058,680	\$330,000	\$330,000	\$1,058,680

THIS IS #5 OF 5.

Reason for Amendment: Improvements to Water System using 2013 SunTrust Loan Capital
Improvements Reserves. Capital Improvements Reserves are \$670,884.

*\$700,628 represents retained earnings after 12/13 budget amendments showing transfers
of the Bond R&R and sinking fund transfers per the loan agreements.

 Department Director Signature

 Date

 Department Director Signature

 Date

Stephen J. Baumgardner
 Finance Director Signature

 Date
 9-29-13

 City Manager Signature

 Date

Approved by City Council, during Regular Session:

 Date



AGENDA ITEM NO. E-4
5/6/13

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: RICHARD RADACKY, DIRECTOR OF PUBLIC WORKS & *[Signature]*
MIKE WALKER, DIRECTOR OF PARKS, FACILITIES & RECREATION *[Signature]*

SUBJECT: MOWING SERVICES BID AWARD – BID NO. SD2013-01

DATE: April 19, 2013

GENERAL SUMMARY/BACKGROUND: The City advertised for sealed bids for mowing services. City staff directly solicited bids from 11 vendors from our vendor list as well as posting to the newspaper and the city’s website, per Florida Statutes. Bids were to be opened and read aloud in Council Chambers on March 27, 2013. There was one bid submitted as follows:

Company	Bid Form A Horse Lake Creek & Erin Way Lot	Bid Form B Good Neighbor Trail	Bid Form D Code Enforcement
Paff Landscaping, Inc.	\$385.00	\$250.00	<p>Rough Mowing</p> <p>Less than 1 Acre \$50 More than 1 Acre \$100</p> <p>Finish Mowing</p> <p>Less than 1/4 Acre \$45 1/4 to 1/2 Acre Lots \$50 1/2 to 1 Acre Lots \$50 More than 1 Acre \$100</p> <p>Trash & Debris Removal Per Load</p> <p>250 lbs. or less \$150 251-500 lbs. \$200 501-1,000 lbs. \$250</p>

Staff recommends award of Bid Forms A, B & D to Paff Landscaping, Inc. All parcels are mowed on an as-needed basis per issuance of a work order to the vendor.

BUDGET IMPACT: Funds for the Utility Sites are budgeted in line item 401-021-536-53400 & 401-027-536-53400. Funding for Code Enforcement is budgeted in line item 001-019-513-53400. Funding for the Good Neighbor Trail is budgeted in Parks and Facilities line item 001-020-572-53400.



LEGAL REVIEW: Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to F.S Chapter 287.

STAFF RECOMMENDATION: Staff recommends awarding the bid to Paff Landscaping, Inc. for mowing services on an as-needed basis.

ATTACHMENTS: 1. Bid Opening Minutes
2. Paff Bid Certification Forms & Agreement

Attachment 1

Bid Opening Minutes

**BID OPENING MINUTES
MOWING SERVICES
BID NO. SD2013-01**

April 5, 2013

3:00 P.M.

A Bid Opening was held at approximately 3:00 p.m. on Friday, April 5, 2013, at the City Hall Council Chambers, 201 Howell Avenue for **MOWING SERVICES BID NO. SD2013-01**. Janice L. Peters, City Clerk, Mike Walker, Director of Parks, Facilities & Recreation, Joe Nelson, Streets Supervisor and Mark Caskie, Code Enforcement Officer, were in attendance.

City Clerk Peters advised a Request for Bids was published in the Tampa Bay Times Hernando Section on Saturday, March 16, 2013, with a closing date and time set for 3:00 p.m. on Friday, April 5, 2013, in the City Hall Council Chambers. Bids will only be accepted from companies that attended the mandatory pre-bid meeting on Wednesday, March 27, 2013.

As a result, 1 bid was received, properly sealed and notated. The bids were to include Bid Certification Form with signature page; \$100 Bid Bond; Proof of Insurance; Public Entity Crime Statement; State of Florida Contractor License Copy; Drug Free Workplace Certification; Agreement for Contractor Service; One (1) original with four (4) copies of the Bid.

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

1. Paff Landscape, Brooksville, FL

Bid Amounts: Form A	\$385.00
Form B	\$250.00
Form C	\$242.50
Form D	\$Misc. Costs (See Bid-Certification)

All required documentation included; Drug Program Implemented

City Clerk Peters informed that the packets would be reviewed by City Staff and presented to City Council for bid award on May 6, 2013. The bid opening closed at 3:20 p.m.

Recording Secretary

Attachment 2

Bid Certification Forms & Agreement

City of Brooksville
BID/CERTIFICATION FORM
MOWING SERVICES BID NO.: SD2013-01

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

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

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

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

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

4. Bidder proposes and agrees to provide all materials, services or equipment required for MOWING SERVICES as itemized on BID FORMS A, B, C and/or D. Only return the form(s) being bid on, i.e. Bid Form(s) A, B, C and/or D.

PLEASE CHECK/MARK ALL BID FORMS BEING SUBMITTED.

Bid Form A Bid Form B Bid Form C Bid Form D

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

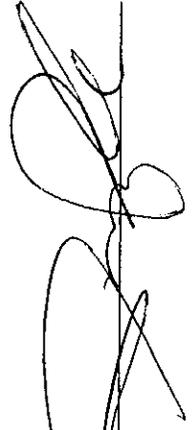
6. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

(x) None

BID FORM - A
HORSE LAKE CREEK & CITY-OWNED LOT (DRA) - SEE EXHIBIT A-LOCATOR MAP
CITY OF BROOKSVILLE - MOWING SERVICES - BID NO. SD2013-01

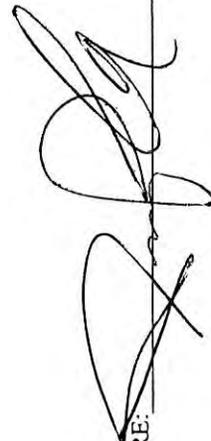
Site No.	Site Name	Approximate Area (sf)	Task Description	Bid Price Per Mowing
1	Candlelight Blvd., DRA and Horse Lake Creek on both sides	Inspect Site	Mowing, weed eating & chemical spray, and slope mowing on as needed basis.	\$325.00
2	Erin Way, City Owned lot	13,006	Mowing, weed eating & chemical spray on as needed basis.	\$60.00
			TOTAL	\$385.00

NAME OF BIDDER: J.N. Paff, III

SIGNATURE:  DATE: 4/5/13

BID FORM - B
GOOD NEIGHBOR TRAIL - SEE EXHIBIT B -LOCATOR MAP
CITY OF BROOKSVILLE - MOWING SERVICES - BID NO. SD2013-01

Site No.	Site Name	Approximate Area (sf)	Task Description	Bid Price Per Mowing
1	Good Neighbor Trail from Russell Street to just West of Weatherly	Inspect Site	Rough cut 3-4 inches twice a month AS NEEDED during the summer months and once on the off season, weed eating and blowing off of trail.	\$ 250.00 AS NEEDED

NAME OF BIDDER: J.N. Paff, III SIGNATURE:  DATE: 4/5/13

BID FORM - D

**TERM CONTRACT FOR CODE ENFORCEMENT LOT MOWING
AND/OR TRASH/DEBRIS REMOVAL
BID NO.: SD2013-01**

UNIT PRICE

DESCRIPTION OF SERVICES REQUIRED

LOT - ROUGH MOWING (Maximum grass height 3")

Lots of less than 1 acre	\$ <u>50.00</u>	per lot
Lots of more than 1 acre	\$ <u>100.00</u>	per acre

LOT - FINISH MOWING (Maximum grass height 2.5")

Lots of less than 1/4 acre	\$ <u>45.00</u>	per lot
Lots of 1/4 acre to 1/2 acre	\$ <u>50.00</u>	per lot
Lots of 1/2 to 1 acre	\$ <u>50.00</u>	per lot
Lots more than 1 acre	\$ <u>100.00</u>	per acre

TRASH AND DEBRIS REMOVAL AND DISPOSAL (Weight tickets must be submitted with invoice.)

250 lbs. or less	\$ <u>150.00</u>	per load
251 lbs. to 500 lbs.	\$ <u>200.00</u>	per load
501 lbs. to 1,000 lbs.	\$ <u>250.00</u>	per load

(Code Enforcement mowing is performed on properties in violation of the City property maintenance code. Grass and weed growth can be well in excess of 18" prior to a request for mowing is issued. Rough or Finish mowing will be determined and identified by Code Enforcement at the time of request for mowing. Line items under Rough or Finish mowing are stand-alone bids and will not be combined, therefore work to complete individual line items should be considered. In determining amount of mowing on lots in excess of 1 acre, reductions for impervious surfaces and natural areas will be determined and identified by Code Enforcement at time of request for mowing.)

NAME OF BIDDER: J.N. Paff, III

SIGNATURE: _____

DATE: _____

[Handwritten Signature]
4/5/13

Name of Bidder: Paff Landscape, Inc.

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: FL Date of Incorporation: 8/24/94

Business Address: 6288 California Street

City: Brooksville, State FL Zip 34604

Telephone Number: (352) 796-6654 Fax (352) 796-6750

Submitted By: J.N. Paff, III

(Print)
Title: Vice President

Signature: [Handwritten Signature]

ATTEST: [Handwritten Signature]
Secretary

By: J.N. Paff, Jr.
Print Name

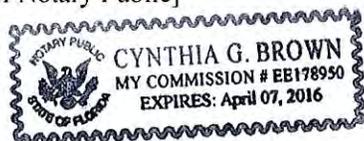
Affix Corporate Seal
(If Corporation)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this 5 day of April, 2013 by J.N. Paff III, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Handwritten Signature]
[Signature of Notary Public]

Cynthia G Brown
[Printed, typed or stamped name of Notary Public]



April 7, 2016
[Commission Number of Notary Public]

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Brooksville, Florida, a Municipal Corporation, 201
Howell Avenue, Brooksville, Florida 34601 by J.N. Paff, III, Vice President
[print individual's name and title]
for Paff Landscape, Inc. whose business
[print name of entity submitting sworn statement]
address is 6288 California Street, Brooksville, FL 34604
_____ and (if applicable) it's Federal Identification Number
(FEIN) is 59-3264264 (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

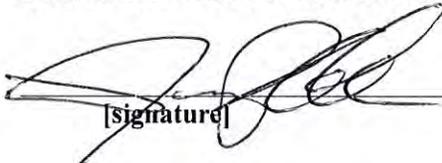
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

 x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

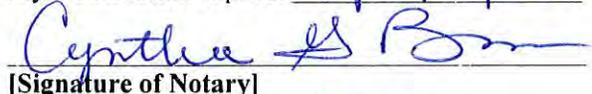
SD2013-01
[Reference: Bid Number]

Sworn to and subscribed before me this 5 day of April, 2013 Personally known _____ or Produced _____ as identification.

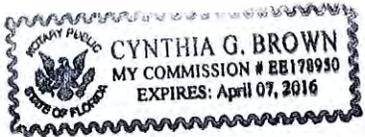
[Type of identification]

Notary Public - State of Florida

My Commission expires: April 7, 2016


[Signature of Notary]

Cynthia G Brown
[Printed, typed or stamped commissioned name of Notary Public]



Company Name: Paff Landscape, Inc. Bid Number: SD2013-01

CITY OF BROOKSVILLE
DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid/proposal submission date, the bidder/proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

J.N. Paff, III

[Printed, typed name]

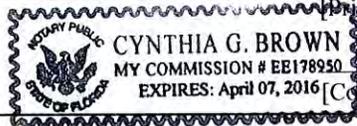
[Signature]

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 5 day of April, 2013 by JN Paff III, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Cynthia G Brown
[Signature of Notary Public]

Cynthia G Brown
[Printed, typed or stamped name of Notary Public]



EE178950

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid/proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

[Signature]

[Date]



HERNANDO COUNTY
BUILDING DIVISION
CERTIFICATE OF COMPETENCY

PAFF J N JR
PAFF LANDSCAPE INC

6288 CALIFORNIA STREET
BROOKSVILLE FL 34609
LICENSE #:AAA0024261
LAWN SPRINK SYS CONTRACTOR
EXPIRES: 03/31/2014



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DP

DATE (MM/DD/YYYY)

04/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Austin Brownlee	Phone: 386-252-9601	CONTACT NAME:	
	Fax: 386-239-5729	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	PAFFL-2
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED PAFF LANDSCAPE, INC. 6288 CALIFORNIA ST BROOKSVILLE, FL 34604	INSURER A:	Bridgefield Casualty Ins Co	10335
	INSURER B:	Westfield Ins Co	24112
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	CMM7712964	08/07/2012	08/07/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CMM7712964	08/07/2012	08/07/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CMM7712964	08/07/2012	08/07/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$ 0					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> N	019632052	07/14/2012	07/14/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	LEASED/RENTED EQ		CMM7712964	08/07/2012	08/07/2013	LIMIT 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mowing Services - SD2013-01

CITY OF BROOKSVILLE IS ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM #CG2033 AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BROOKSVILLE 201 HOWELL AVENUE BROOKSVILLE, FL 34601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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R28 222 19 1566 00A0 0000 (LT:A)
BROOKSVILLE CITY OF
(DRA)

21-22S-19E

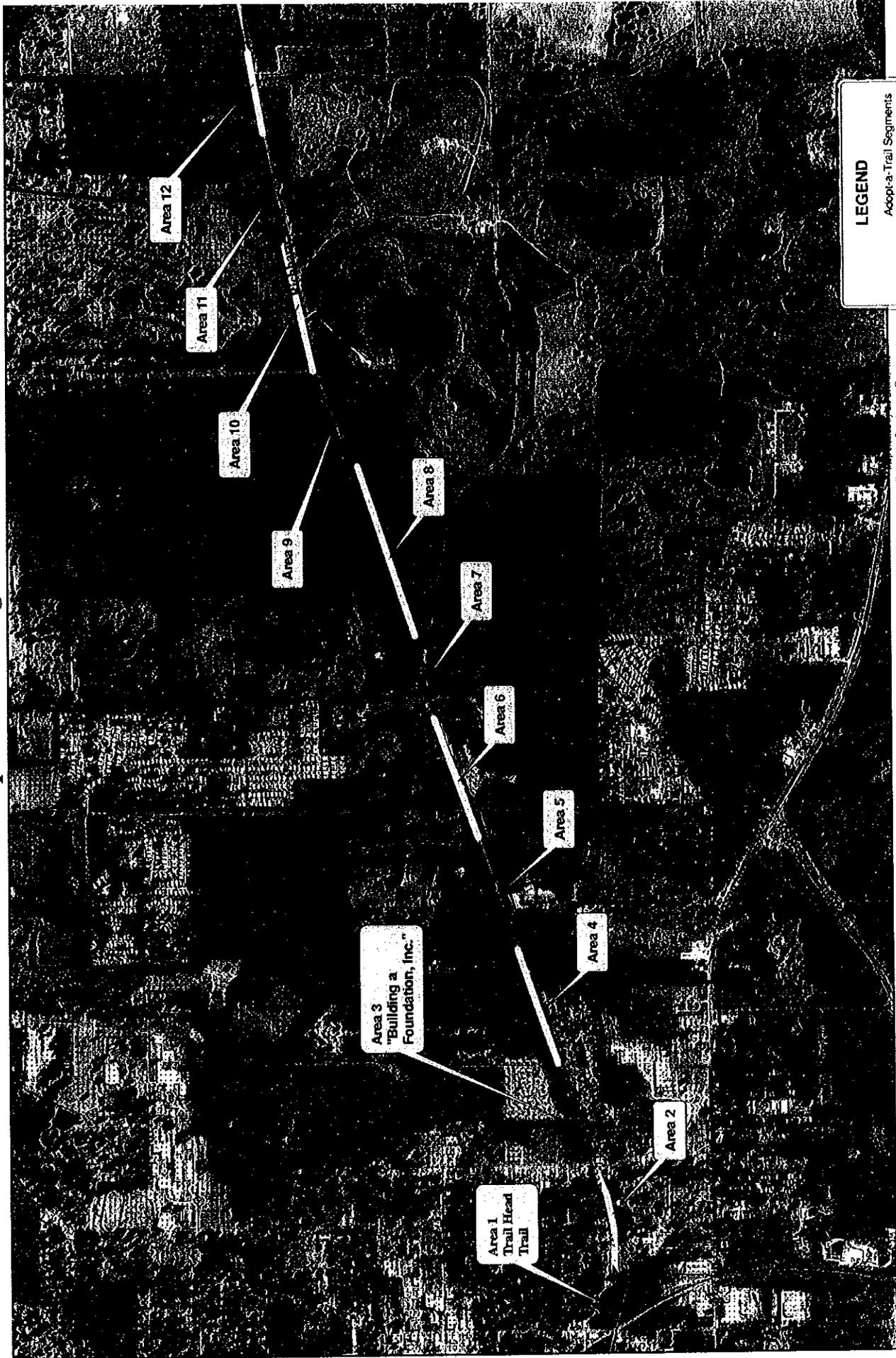
28-22S-19E

EXHIBIT A



GOOD NEIGHBOR TRAIL

Adopt-A-Trail Segments



LEGEND

- Adopt-a-Trail Segments
- Adopt-a-Trail Segments
- Brooksville Boundary

Community Development Department
 Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.
 © 2010 ArcMap Project/GIS/Adopt-A-Trail Segments/10/10

EXHIBIT B



R28 222 19 1569 0000 000B (LT:B)
BROOKSVILLE CITY OF
(DRA)

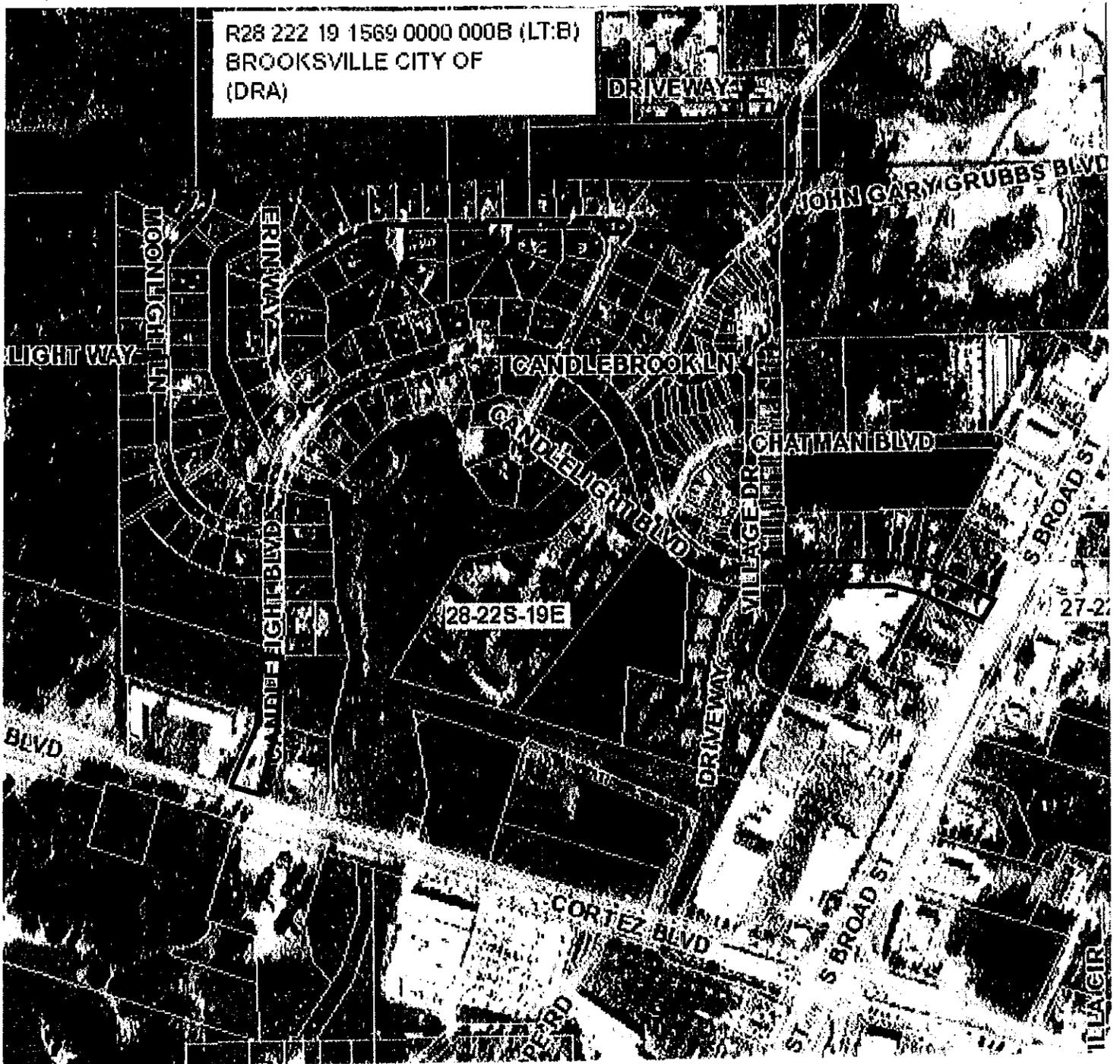


EXHIBIT C

**AGREEMENT FOR CONTRACTOR SERVICES FOR
MOWING SERVICES
BID NO.: SD2013-01**

This Agreement made as of this 6th day of, May, 2013 by and between the **City of Brooksville**, Florida - (the "CITY"), and **Paff Landscaping, Inc.** authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **6288 California St., Brooksville, FL 34604**, PH: (352) 796-6654 Fax: (352) 796-6750 E-Mail: nickiii@pafflandscape.com.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for Mowing Services, Bid No. SD2013-01.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

This contractor shall commence services on May 7, 2013, and complete all services by May 6, 2015, for amounts as referenced on Forms A-D, attached hereto and made a part of this contract.

This Agreement, as indicated above, is for an initial term of two (2) years, unless sooner terminated pursuant to the terms of this agreement. The City shall have the option of extending the term of this Agreement for two (2) additional one (1) year periods conditioned by all terms and provisions contained herein, and at the same rate of compensation, provided the Contractor shall agree with such an extension of term. In the event an extension of term is mutually agreed to, or in that circumstance whereby the rate of compensation is renegotiated, or where any other provision or condition as stipulated herein is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by both parties.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly, based on the unit prices per cut as indicated on bid forms.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY’S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 8 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$100,000/\$500,000/\$1,000,000 or \$1,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$500,000/\$1,000,000 or \$1,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Brooksville, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$1,000,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Council or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$200.00 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids.
- B. Special Instructions and Conditions
- C. General Instructions and Conditions
- D. Minimum Technical Specifications
- E. Bid Forms
 - Bid Certification Form
 - Drug-Free Workplace Certification
 - Public Entity Crimes Statement

- G. State of Florida License
- H. Addendums (if any)
- I. Performance & Payments Bonds (if required)
- I. Change Orders (if any)

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Brooksville
 201 Howell Avenue
 Brooksville, Florida 34601
 Attention: City Clerk
 Phone: (352) 540-3853
 Fax: (352) 544-5424
 Email: jpeters@cityofbrooksville.us

With a copy to: City Attorney
 c/o The Hogan Law Firm
 P.O. Box 485
 Brooksville, Florida 34605

and if sent to the CONTRACTOR shall be mailed to:

Paff Landscaping, Inc.
6288 California Street
Brooksville, FL 34604

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

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
Janice L. Peters, CMC
City Clerk

By: _____
Lara Bradburn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor: Patt Landscape Inc.

Witness Melissa Locke
Name (Print)
Melissa Locke
Signature

Patt Landscape Inc.
Business Name
By: [Signature]
Signature

Witness Janice Peters
Name (Print)
[Signature]
Signature

JN Palter J.P.
Print Name and Title

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

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



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR 

SUBJECT: PERMISSION TO RECORD ORDERS AND PLACE LIENS ON PROPERTIES

DATE: May 6, 2013

GENERAL SUMMARY/BACKGROUND: A Code Enforcement Special Master Hearing was held on January 29, 2013 for violations of the City Code of Ordinances. In all three cases attached to this memo, the defendants were found guilty in that their properties were overgrown and in violation of Chapter 38, Article III, Section 38-92(a) of the City Code of Ordinances.

BUDGET IMPACT FOR CURRENT BUDGET YEAR: Costs of Special Master Hearings are authorized as part of the Legal Services account, 53100, within the Community Development Department budget. Fines and fees received are deposited to the City's General Fund. The Orders were mailed to the property owners on February 4, 2013. As indicated on the orders, if the total amount is not paid within thirty (30) days, a certified copy of the order shall be recorded in the public records of Hernando County, Florida and shall constitute a lien against real and personal property. The 30-day period has now elapsed. To date, the total amounts listed below, have not been received from the property owner:



<u>Total</u>	<u>Case #</u>	<u>Last Name</u>	<u>Address</u>
\$572.44	20129111	Schamberger	409 Cook Ave
\$295.52	20128109	Davis	1527 Don Jr. Ave
\$305.50	201211110	Spinoza	S Magnolia Ave (Key# 140877)

LEGAL NOTE: Pursuant to 162.09(2)(d), Florida Statutes, and Ordinance 826, Section 8-1.5.G.7 of the City Code, and at the direction of the Special Master, a certified copy of an order imposing a fine may be recorded in the public records of the county and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Further, Section 8-1.5.G.7 of the Code makes provision for foreclosure proceedings to commence if the lien has not been satisfied within three (3) months from recording.



STAFF RECOMMENDATION: Authorize staff to record the Orders which shall constitute a Lien in the amount of:

<u>Total</u>	<u>Case #</u>	<u>Last Name</u>	<u>Address</u>
\$572.44	20129111	Schamberger	409 Cook Ave
\$295.52	20128109	Davis	1527 Don Jr. Ave
\$305.50	201211110	Spinoza	S Magnolia Ave (Key# 140877)

If the lien amounts are not paid by the property owner within three (3) months from recording, City Code and this action provides for the commencement of foreclosure proceedings on the respective properties.

ATTACHMENTS:

- 1) Special Master's Order, City of Brooksville vs. Christie R Schamberger, 409 Cook Ave
- 2) Special Master's Order, City of Brooksville vs. Randy L Davis and Kimberly Davis, 1527 Don Jr. Ave
- 3) Special Master's Order, City of Brooksville vs. Jeffrey Spinoza, S Magnolia Ave

Attachment 1

Special Master's Order, City of Brooksville vs.
Christie R. Schamberger
409 Cook Avenue

BEFORE THE SPECIAL MASTER
IN AND FOR THE CITY OF BROOKSVILLE, FLORIDA

THE CITY OF BROOKSVILLE, FLORIDA
a Florida Municipality,
Plaintiff,

vs.

Case No. 20129111

CHRISTIE R. SCHAMBERGER,
Defendant.

SPECIAL MASTER'S ORDER

THIS MATTER came before the Special Master for hearing on January 29, 2013, after notice to the Defendant, on Citation #1568 issued by the Plaintiff, CITY OF BROOKSVILLE CODE ENFORCEMENT, 201 Howell Ave., Brooksville, Florida 34601, to the Defendant, CHRISTIE R. SCHAMBERGER, 5821 Buckingham Rd., Trlr 12, Fort Myers, FL 33905. The citation was mailed to the Defendant by certified mail, return receipt requested, and was subsequently posted on property owned by the Defendant and the site of the violation, to wit: 409 Cook Ave., Brooksville, Florida, and at Brooksville City Hall. The Defendant, being duly informed and advised, failed to appear for the hearing. Proceedings were had in the absence of the Defendant. The City was represented by JAMES K. FISHER of the Hogan Law Firm, Assistant City Attorney.

The Special Master heard the testimony of City of Brooksville Certified Code Enforcement Officer MARK CASKIE.

At the beginning of the hearing the Special Master took judicial notice that this was a repeat offense. The first offense dated back to 2010.

Upon **CONSIDERATION**, the Special Master finds as follows:

A. Upon testimony and evidence presented, the Plaintiff established that the present violation dated to July 2011 when Officer Caskie inspected property owned by the Defendant and located at 409 Cook Ave., Brooksville, Hernando County, Florida, and observed that the property was overgrown with grass and weeds exceeding eighteen inches. The grass and weeds exceeded the height of a four foot chain link fence around the property. On July 14, 2011 a Notice of Violation was mailed to the Defendant. There was no response and on December 28, 2012 a citation was issued. By January 18, 2013 the citation had not been signed for by the Defendant (certified mail) and the citation was posted on the property and at the Brooksville City Hall. On December 26, 2012 Officer Caskie requested that the property be mowed by the City Contractor. By January 10, 2013 the property had been mowed by the City Contractor. On January 29, 2013 the property was reinspected and the property was in compliance after being mowed by the City contractor.

B. The Special Master finds that there was sufficient notice provided to the Defendant that this

property needs to be mowed before the grass and weeds reach a height of eighteen inches. It is not the duty of The City of Brooksville Code Enforcement to alert the Defendant when the property needs to be mowed. It is the affirmative duty of the property owner to monitor his, her, or its own property and keep the grass and weeds mowed before they reach a height to cause a violation. Bringing the violation into compliance after a citation has been issued will not excuse a civil penalty for such a violation.

UPON THESE FINDINGS, it is therefore ORDERED:

1. Regarding citation #1568 the Defendant, CHRISTIE R. SCHAMBERGER, is found GUILTY of a repeat offense of allowing an accumulation of weeds and grass to exceed a height of eighteen inches on property located at 409 Cook Ave., Brooksville, Hernando County, Florida in violation of City of Brooksville Code of Ordinances Chapter 38, Article III, Section 38-92(a).

a) The Defendant shall pay a civil penalty in the amount of \$500.00, payable to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 pursuant to City of Brooksville Code of Ordinances .Section 2-199(b).

2. That pursuant to authority granted by Section 2-199(d), City of Brooksville Code of Ordinances, and Section 162.09(2)(d), Florida Statutes, the Defendant is hereby ordered pay administrative costs on behalf of the City of Brooksville in the amount of \$66.24 certified mail costs in the amount of \$5.75, and first class mail in the amount of .45 payable to the City of Brooksville Code Enforcement Department.

3. **The total of penalties and costs due and payable to the Plaintiff, City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 is \$572.44. In the event that this Special Master's Order is recorded in the public records pursuant to paragraph 4, herein, The City of Brooksville shall be entitled to collect for their actual costs of recording this Order and a Satisfaction, which additional costs shall be added to the total of penalties and costs stated herein.**

4. If the Defendant fails to comply with this Order within 30 days, pursuant to Section 2-199(f), City of Brooksville Code of Ordinances, a certified copy of this Order shall be recorded in the public records of Hernando County, Florida and wherever else the Defendant may live or own property and thereafter shall constitute a lien against real and personal property owned by the Defendant.

REQUESTS FOR FURTHER REVIEW shall be addressed as follows:

An aggrieved party, including the local governing body, may appeal a decision of the Special Master to the Circuit Court. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

YOU ARE FURTHER advised that if you decide to seek further review of any decision made by the Special Master with respect to any matter considered at such hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the further review is to be based.

Production of verbatim transcripts shall be the responsibility and at the personal expense of the party seeking review of the Special Master's Order.

DONE AND ORDERED at Brooksville, Hernando County, Florida this 31ST day of January, 2013.


KENNETH L. WARNSTADT
Special Master

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Special Master's Order has been sent to CHRISTIE R. SCHAMBERGER, 5821 Buckingham Rd., Trlr 12, Fort Myers, FL 33905 by Regular U.S. Mail and certified mail, return receipt requested, and to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, FL 34601 by hand delivery on ~~January~~ February 4, 2013.


Clerk to Special Master

Attachment 2

Special Master's Order, City of Brooksville vs.
Randy L Davis and Kimberly Davis
1527 Don Jr. Avenue

BEFORE THE SPECIAL MASTER
IN AND FOR THE CITY OF BROOKSVILLE, FLORIDA

THE CITY OF BROOKSVILLE, FLORIDA
a Florida Municipality,
Plaintiff,

vs.

Case No. 20128109

RANDY L. DAVIS and KIMBERLY DAVIS,
Defendants.

SPECIAL MASTER'S ORDER

THIS MATTER came before the Special Master for hearing on January 29, 2013, after notice to the Defendants, on Citation #1569 issued by the Plaintiff, CITY OF BROOKSVILLE CODE ENFORCEMENT, 201 Howell Ave., Brooksville, Florida 34601, to the Defendants, RANDY L. DAVIS and KIMBERLY DAVIS, 55 Warm Springs Creek Rd., Clancy, MT 59634. The citation was mailed to the Defendants by certified mail, return receipt requested, and was subsequently posted on property owned by the Defendants and the site of the violation, to wit: 1527 Don Jr., Brooksville, Florida, and at Brooksville City Hall. The Defendants, being duly informed and advised, failed to appear for the hearing. Proceedings were had in the absence of the Defendants. The City was represented by JAMES K. FISHER of the Hogan Law Firm, Assistant City Attorney.

The Special Master heard the testimony of City of Brooksville Certified Code Enforcement Officer MARK CASKIE.

Upon **CONSIDERATION**, the Special Master finds as follows:

A. Upon testimony and evidence presented, the Plaintiff established that on August 8, 2012 Officer Caskie first inspected property owned by the Defendants and located at 1527 Don Jr., Brooksville, Hernando County, Florida, and observed that the property was overgrown with grass and weeds exceeding eighteen inches. In the front yard the grass and weeds measured between eight inches and 24 inches and the back yard was higher. The home appeared vacant; there was no furniture inside. On August 20, 2012 there was no change. On August 23, 2012 Officer Caskie called the telephone number on a real estate sign in the front yard but did not receive a return call. On that same date Officer Caskie listed the property on the national foreclosure data base and did not receive a response. On September 24, 2012 there was no change. A Notice of Violation was mailed to the Defendants on October 1, 2012. On November 21, 2012 the Notice of Violation was returned as unclaimed. On December 13, 2012 the property was posted for mowing by the City contractor after ten days. On December 26, 2012 there was no change and Officer Caskie requested the public works department to have the property mowed. On December 28, 2012 the present citation was issued. By January 10, 2013 the property had been mowed by the city. On January 18, 2013 the citation was posted on the property and at City Hall. On January 29, 2013 the property was reinspected and the posted

notice remained in the yard and the property was in compliance after being mowed by the City contractor.

B. The Special Master finds that there was sufficient notice provided to the Defendants that this property needs to be mowed before the grass and weeds reach a height of eighteen inches. It is not the duty of The City of Brooksville Code Enforcement to alert the Defendants when the property needs to be mowed. It is the affirmative duty of the property owner to monitor his, her, or its own property and keep the grass and weeds mowed before they reach a height to cause a violation. Bringing the violation into compliance after a citation has been issued will not excuse a civil penalty for such a violation.

UPON THESE FINDINGS, it is therefore ORDERED:

1. Regarding citation #1569 the Defendants, RANDY L. DAVIS and KIMBERLY DAVIS, are found GUILTY of allowing an accumulation of weeds and grass to exceed a height of eighteen inches on property located at 1527 Don Jr., Brooksville, Hernando County, Florida in violation of City of Brooksville Code of Ordinances Chapter 38, Article III, Section 38-92(a).

a) The Defendants shall pay a civil penalty in the amount of \$250.00, payable to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 pursuant to City of Brooksville Code of Ordinances Section 2-199(b).

2. That pursuant to authority granted by Section 2-199(d), City of Brooksville Code of Ordinances, and Section 162.09(2)(d), Florida Statutes, the Defendants are hereby ordered pay administrative costs on behalf of the City of Brooksville in the amount of \$33.12, certified mail costs in the amount of \$11.50, and first class mail in the amount of .90 payable to the City of Brooksville Code Enforcement Department.

3. **The total of penalties and costs due and payable to the Plaintiff, City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 is \$295.52. In the event that this Special Master's Order is recorded in the public records pursuant to paragraph 4, herein, The City of Brooksville shall be entitled to collect for their actual costs of recording this Order and a Satisfaction, which additional costs shall be added to the total of penalties and costs stated herein.**

4. If the Defendants fail to comply with this Order within 30 days, pursuant to Section 2-199(f), City of Brooksville Code of Ordinances, a certified copy of this Order shall be recorded in the public records of Hernando County, Florida and wherever else the Defendants may live or own property and thereafter shall constitute a lien against real and personal property owned by the Defendants.

REQUESTS FOR FURTHER REVIEW shall be addressed as follows:

An aggrieved party, including the local governing body, may appeal a decision of the Special Master to the Circuit Court. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

YOU ARE FURTHER advised that if you decide to seek further review of any decision made by the Special Master with respect to any matter considered at such hearing, you will need a record of the

proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the further review is to be based. Production of verbatim transcripts shall be the responsibility and at the personal expense of the party seeking review of the Special Master's Order.

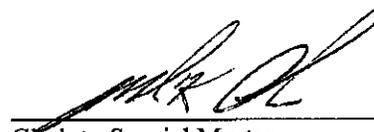
DONE AND ORDERED at Brooksville, Hernando County, Florida this 31st day of January, 2013.



KENNETH L. WARNSTADT
Special Master

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Special Master's Order has been sent to RANDY L. DAVIS and KIMBERLY DAVIS, 55 Warm Springs Creek Rd., Clancy, MT 59634 by Regular U.S. Mail and certified mail, return receipt requested, and to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, FL 34601 by hand delivery on ~~January~~/February 4, 2013.



Clerk to Special Master

Attachment 3

Special Master's Order, City of Brooksville vs.
Jeoffrey Spinoza
SouthMagnolia Ave

BEFORE THE SPECIAL MASTER
IN AND FOR THE CITY OF BROOKSVILLE, FLORIDA

THE CITY OF BROOKSVILLE, FLORIDA
a Florida Municipality,
Plaintiff,

vs.

Case No. 201211110

JEOFFREY SPINOZA,
Defendant.

SPECIAL MASTER'S ORDER

THIS MATTER came before the Special Master for hearing on January 29, 2013, after notice to the Defendant, on Citation #1570 issued by the Plaintiff, CITY OF BROOKSVILLE CODE ENFORCEMENT, 201 Howell Ave., Brooksville, Florida 34601, to the Defendant, JEOFFREY SPINOZA, 6099 Patricia Pl., Weeki Wachee, FL 34607. The citation was mailed to the Defendant by certified mail, return receipt requested, and was subsequently posted on property owned by the Defendant and the site of the violation, to wit: S. Magnolia Ave., Brooksville, Florida, and also described as Key #140877, and at Brooksville City Hall. The Defendant, being duly informed and advised, failed to appear for the hearing. Proceedings were had in the absence of the Defendant. The City was represented by JAMES K. FISHER of the Hogan Law Firm, Assistant City Attorney.

The Special Master heard the testimony of City of Brooksville Certified Code Enforcement Officer MARK CASKIE.

Upon **CONSIDERATION**, the Special Master finds as follows:

A. Upon testimony and evidence presented, the Plaintiff established that problems with this property date back to September 11, 2011 when Officer Caskie first observed the Defendant's property located on S. Magnolia Ave., Brooksville, Hernando County, Florida, and also described as Key #140877. After a Notice of Violation was issued the Defendant mowed the property by November 11, 2011. On November 13, 2012 Officer Caskie reinspected the property and observed that the property was again overgrown with grass and weeds exceeding eighteen inches. The grass and weeds exceeded a height of a four feet. On November 27, 2012 the property was reinspected and there was no change. On December 26, 2012 there was no change. On December 28, 2012 there was no change and a citation was issued. The citation was mailed to the Defendant by certified mail, return receipt requested and was returned as unclaimed. The citation was posted on the property and at the Brooksville City Hall on January 18, 2013. On the same date the property was mowed by the Defendant. Officer Caskie testified that he had no contact with the Defendant. On January 29, 2013 the property was reinspected and the property remained in compliance.

B. The Special Master finds that there was sufficient notice provided to the Defendant that this

property needs to be mowed before the grass and weeds reach a height of eighteen inches. It is not the duty of The City of Brooksville Code Enforcement to alert the Defendant when the property needs to be mowed. It is the affirmative duty of the property owner to monitor his, her, or its own property and keep the grass and weeds mowed before they reach a height to cause a violation. Bringing the violation into compliance after a citation has been issued will not excuse a civil penalty for such a violation.

UPON THESE FINDINGS, it is therefore ORDERED:

1. Regarding citation #1570 the Defendant, JEOFFREY SPINOZA, is found GUILTY of allowing an accumulation of weeds and grass to exceed a height of eighteen inches on property located on S. Magnolia Ave., Brooksville, Hernando County, Florida and also described as Key #140877, in violation of City of Brooksville Code of Ordinances Chapter 38, Article III, Section 38-92(a).

a) The Defendant shall pay a civil penalty in the amount of \$250.00, payable to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 pursuant to City of Brooksville Code of Ordinances Section 2-199(b).

2. That pursuant to authority granted by Section 2-199(d), City of Brooksville Code of Ordinances, and Section 162.09(2)(d), Florida Statutes, the Defendant is hereby ordered pay administrative costs on behalf of the City of Brooksville in the amount of \$44.16 certified mail costs in the amount of \$11.34 payable to the City of Brooksville Code Enforcement Department.

3. **The total of penalties and costs due and payable to the Plaintiff, City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 is \$305.50. In the event that this Special Master's Order is recorded in the public records pursuant to paragraph 4, herein. The City of Brooksville shall be entitled to collect for their actual costs of recording this Order and a Satisfaction, which additional costs shall be added to the total of penalties and costs stated herein.**

4. If the Defendant fails to comply with this Order within 30 days, pursuant to Section 2-199(f), City of Brooksville Code of Ordinances, a certified copy of this Order shall be recorded in the public records of Hernando County, Florida and wherever else the Defendant may live or own property and thereafter shall constitute a lien against real and personal property owned by the Defendant.

REQUESTS FOR FURTHER REVIEW shall be addressed as follows:

An aggrieved party, including the local governing body, may appeal a decision of the Special Master to the Circuit Court. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

YOU ARE FURTHER advised that if you decide to seek further review of any decision made by the Special Master with respect to any matter considered at such hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the further review is to be based.

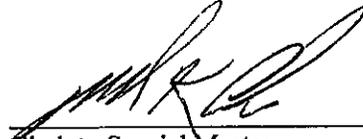
Production of verbatim transcripts shall be the responsibility and at the personal expense of the party seeking review of the Special Master's Order.

DONE AND ORDERED at Brooksville, Hernando County, Florida this 31ST day of January, 2013.


KENNETH L. WARNSTADT
Special Master

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Special Master's Order has been sent to JEOFFREY SPINOZA, 6099 Patricia Pl., Weeki Wachee, FL 34607 by Regular U.S. Mail and certified mail, return receipt requested, and to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, FL 34601 by hand delivery on ~~January~~/February 4, 2013.


Clerk to Special Master



AGENDA ITEM NO. F-1
5/16/13

AGENDA ITEM MEMORANDUM

TO: THE HONORABLE MAYOR AND COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR
SUBJECT: ORDINANCE NO. 835 - MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT

DATE: April 23, 2013

GENERAL SUMMARY/BACKGROUND: At the City Council meeting of May 21, 2012, the City Council adopted Ordinance Number 829 which funded mosquito control services by Hernando County within the City of Brooksville for a one-year period of time. Staff has been approached by Hernando County staff to determine if the Council desires continued mosquito control services by Hernando County.

Attachment 1 is proposed Ordinance 835 for opting in with Hernando County for mosquito control service for Fiscal Year 2014 and future years. Section 3 has been added to allow the Council to cause the ordinance to be null and void if a millage rate in excess of 0.1000 mil is approved by the Hernando County Commission. The current millage rate for Fiscal Year 2013 is 0.0844. Staff has been advised by County staff that the millage rate for Fiscal Year 2014 may increase to 0.1000 mil or possibly higher.

A referendum was on the November 6, 2012, General Election Ballot, to ask voters, "Shall the Board County Commissioners levy a property tax of up to one-tenth of one mill (sic) (0.1 mil) to fund the provision of mosquito and other pest insect control services?" The voters overwhelmingly voted "yes" to the question by 54,213 (68.83%) "Yes" votes, to 24,551 (31.17%) "No" votes. City voters also participated in the referendum.

It should be noted that the Hernando County Board of County Commissioners, at its regularly scheduled meeting of April 23, 2013, postponed action on a proposed ordinance to amend Hernando County Code, Section 15-225, to eliminate the 0.1 mil funding cap. The Commission will again consider action at its regularly scheduled meeting of May 14, 2013. Attachment 2 is a copy of the proposed Hernando County Ordinance.

Attachment 3 is a Work Plan for Mosquito Control that has been provided to City staff by Hernando County. The work plan outlines various activities the County will undertake in controlling mosquitoes within the City, for Fiscal Year 2014. The cost of providing mosquito control services and revenues generated by the millage rate of 0.1000, is anticipated to be the same rate for ensuing fiscal years. Staff of the City's Public Works Department believes the work plan is adequate for the City.

City and County staff is preparing an Interlocal Agreement for consideration by the City Council at one of its Council Meetings in June 2013.

 **BUDGET IMPACT:** The Hernando County Board of County Commissioners established a 0.0844 millage rate for mosquito control services for Fiscal Year 2013. Peter Taylor, Hernando County Mosquito Control Manager, has advised that County staff may propose a millage of 0.1000 millage rate for Fiscal Year 2014 and ensuing fiscal years. A millage rate of 0.1000 multiplied by the City's taxable value of \$373,743,243 for Fiscal Year 2013 would generate \$37,374 (at 0.1000 mils) at 100% compared to \$31,544 for a millage rate of 0.0844 at 100%. The difference is \$5,830.

 **LEGAL REVIEW:** 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, to enact ordinances; and, pursuant to Section 1.03 and Section 2.13 of the Charter, the City has the power to enable it to conduct municipal functions and to adopt ordinances to carry out those functions.

STAFF RECOMMENDATION: Staff recommends approval of the second reading of Ordinance 835.

ATTACHMENTS:

1. Proposed Ordinance No. 835
2. Hernando County Proposed Ordinance Amending the Mosquito Control Code
3. Work Plan for Mosquito Control

Attachment 1

Ordinance No. 835

ORDINANCE NO. 835

AN ORDINANCE OF THE CITY OF BROOKSVILLE, CONSENTING TO BE INCLUDED IN THE HERNANDO COUNTY MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT CREATED BY HERNANDO COUNTY ORDINANCE NO. 2011-11; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hernando County Board of County Commissioners created the Hernando County MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT (hereinafter, “the Unit”) by its Ordinance No. 2011-11; and,

WHEREAS, Section 6 of the Hernando County Ordinance No. 2011-11 provides that “The provisions of this ordinance creating a MSTU shall not be effective within any municipality in Hernando County unless and until such municipality consents by ordinance in accordance with the provisions of Section 125.01(1)(q), Florida Statutes, as it may be amended from time to time, to the imposition of the MSTU within the municipality;” and,

WHEREAS, the City of Brooksville anticipates the approval of an interlocal agreement with Hernando County which will provide for the development of a comprehensive long-range county-wide mosquito control program with project funding and implementation schedules; and,

WHEREAS, the City of Brooksville City Council deems it to be advisable to consent to inclusion of the City of Brooksville in the Unit for the purposes of mosquito control;

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

It is hereby ascertained, determined and declared that:

SECTION 1. Authorization. The Board of County Commissioners of Hernando County, Florida, (“the County”), has enacted ordinances authorizing the County to create or identify a municipal service taxing or benefit unit for other specific geographic areas within which the County imposes and collects tax revenue for mosquito control services.

SECTION 2. Determination of Inclusion. The Brooksville City Council has determined that the inclusion of the incorporated area of the City within the Unit is in the best interest of the owners of property within the corporate limits of the City.

SECTION 3. Consent of City. The Brooksville City Council hereby consents to the inclusion of all of the incorporated area of Brooksville, Florida, within the Unit created by Hernando County Ordinance Number 2011-11; provided, however, that such consent shall automatically be revoked if the millage levied by the County exceeds 0.1000. Such consent shall become effective upon adoption of this Ordinance. The City Council finds that the provision of mosquito control services is an essential municipal purpose.

SECTION 4. Annual Renewal of Consent. Consent of the Brooksville City Council given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such consent is subsequently withdrawn as provided herein. The City Council may only withdraw such consent for any subsequent fiscal year by adopting an ordinance abandoning its consent and providing a certified copy of such ordinance to the County prior to May 1, preceding the fiscal year for which consent is being withdrawn.

SECTION 5. Approval for Fiscal Year 2014. In the event that the City of Brooksville and Hernando County cannot reach an Interlocal Agreement for mosquito control services before July 1, 2013, this Ordinance will become null and void.

SECTION 6. Conflict. Any ordinance or code of the City, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 7. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

SECTION 9. This Ordinance supersedes prior Ordinance Number 829, approved and adopted by the Brooksville City Council on June 4, 2012.

CITY OF BROOKSVILLE

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

By: _____
Lara Bradburn, Mayor

PASSED on First Reading April 15, 2013
NOTICE Published on April 26, 2013
PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:

Bernardini _____
Bradburn _____
Burnett _____
Hohn _____
Johnston _____



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

Attachment 2

Hernando County Proposed Ordinance Amending the
Mosquito Control Code



Board of County Commissioners

Meeting: 04/23/13 09:00 AM
Department: Budget
Prepared By: George Zoettlein

AGENDA ITEM

Initiator: George Zoettlein
DOC ID: 7919
Legal Request Number: 12-391-3
Bid/Contract Number:

TITLE

Ordinance Amending Mosquito Control Municipal Service Taxing Unit

BRIEF OVERVIEW

Public Hearing to amend the Hernando County Mosquito Control MSTU.

FINANCIAL IMPACT

None

LEGAL NOTE

The Board of County Commissioners has the authority to enact the proposed ordinance change pursuant to Fla. Stat. 125.01(q).

RECOMMENDATION

Not Applicable. This agenda item represents a quasi-legislative issue of public policy.

REVIEW PROCESS

Pam Lee	Completed	04/15/2013 8:47 AM
George Zoettlein	Completed	04/15/2013 9:24 AM
Sue Bishop	Completed	04/10/2013 9:56 AM
Jon Jouben	Completed	04/10/2013 1:44 PM
Jenine Wimer	Completed	04/15/2013 10:13 AM
Leonard Sossamon	Completed	04/15/2013 10:52 AM
Tina Duenninger	Completed	04/16/2013 12:07 PM
Board of County Commissioners	Pending	

1 **Section 2. Severability.**

2 It is declared to be the intent of the Board of County Commissioners that if any section,
3 subsection, clause, sentence, phrase, or provision of this ordinance is for any reason held
4 unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining
5 portions of this ordinance.

6 **Section 3. Conflicting Provisions Repealed.**

7 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are
8 hereby repealed.

9 **Section 4. Inclusion in the Code.**

10 It is the intention of the Board of County Commissioners of Hernando County, Florida, and
11 it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the
12 Code of Ordinances of Hernando County, Florida. To this end, the section of this Ordinance may be
13 renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be
14 changed to "section, "article", or other appropriate designation.

15 **Section 5. Effective Date.**

16 This ordinance shall take effect immediately upon receipt of official acknowledgment from
17 the office of the Secretary of State of Florida that this ordinance has been filed with said office.

Attachment 3

Hernando County Work Plan for Mosquito Control
for FY2013/14

**CITY OF BROOKSVILLE
WORK PLAN FOR MOSQUITO CONTROL
FISCAL YEAR 2013 /2014**

Chapter 388, F.S and 5E-13.022 F.A.C
Telephone: (850) 922-7011; SunCom 292-7011; Fax (850) 413-7044

I. COUNTY OR DISTRICT: CITY OF BROOKSVILLE FLORIDA

II. CHEMICAL		Ground Dispersal			Aerial Dispersal			PROJECTED PURCHASE (GALLONS)
ADULTICIDES PLEASE REFERENCE ENCLOSED CHEMICAL DATA SHEET BE SURE TO LIST % OF ACTIVE INGREDIENT	U L V	T H E R M	O T H E R	U L V	T H E R M	O T H E R		
KONTROL 4-4 (4.6% PERMETHRIN)	X						330 gal (\$18.54 x 330= \$6,118.20) 42,440 ACRES	
DUET	X						28 gal (\$174.18 x = \$4,877.04) 4, 873 ACRES	

METHOD OF DISPERSAL

GROUND DISPERSAL		AERIAL DISPERSAL			PROJECTED PURCHASE GALLONS/POUNDS/UNITS
LARVICIDES PLEASE REFERENCE ENCLOSED CHEMICAL DATA SHEET BE SURE TO LIST % OF ACTIVE INGREDIENT	L I Q U I D	S A N D	S O L I D	S O L I D	
Abate 4-E Temephos 44.6% 83 29-60	X				0.147GAL (\$250.00 X 0.147 = \$36.75) 19 ACRES
Abate 5% Temephos 5% 8329-15	X				10.7LB (\$13.77 X 10.7 = \$147.34) 2 ACRES
Agnique MMF 53263-28	X				1.45 (\$37.17 X 1.45 = \$53.90) 5.7 ACRES
Agnique MMF GPak 35 53263-30			X		175 (\$175 X 0.60 = \$105.00) 1 ACRE
Altosid ALL Methoprene 20%	X				48.128 (\$6.91X 48.128 = \$332.56) 48 ACRES
Altosid Pellets Methoprene 4% 2724-448			X		7 (\$50.10 X 7 = \$350.0) 1 ACRE
Altosid XR150 Methoprene 1.8% 2724-421			X		395 (\$3.03 X 395 = \$1,196.85) 1 ACRE
Altosid WSP Methoprene 4.25% 2724-448			X		184 (\$0.75 X 184 = \$138.00) 1 ACRE
Bactimos Brq Bti 10.31% 6218-47			X		576 (\$0.68 X 576 = \$391.68) 1 ACRE
Natular XRT Spinosyn A+D 6.25% 8329-84			X		945 (\$3.64 X 945 = \$3,439.8) 2 ACRES

**CITY OF BROOKSVILLE
WORK PLAN FOR MOSQUITO CONTROL
FISCAL YEAR 2013 /2014**

Chapter 388, F.S and 5E-13.022 F.A.C
Telephone: (850) 922-7011; SunCom 292-7011; Fax (850) 413-7044

LARVICIDES PLEASE REFERENCE ENCLOSED CHEMICAL DATA SHEET BE SURE TO LIST % OF ACTIVE INGREDIENT	L I Q U I D	S A N D	S O L I D	S O L I D	L I Q U I D	S A N D	PROJECTED PURCHASE GALLONS/POUNDS/UNITS
Vectobac 12AS Bti 11.61% 275-102			X				2 (\$32.00 X 2 = \$64.00) 8 ACRES
Vectomax WSP BS 2.7% Bti 4.95% 73049-429			X				168 (\$1.72 X 168 = \$289) 0.2 ACRES
Vectolex WSP BS 7.5% 73049-20			X				(\$1.07 X 294 = \$315) 0.3 ACRES
BIOLOGICAL CONTROL							
FISH PLACEMENT	NUMBER OF RELEASE SITES		TOTAL NUMBER OF RELEASES			AVERAGE NO. PER RELEASE	
	50		1,500			30	
OTHER PREDATORS	NO						
III. DESCRIPTION OF PROGRAM ELEMENTS							
SURVEILLANCE							
NUMBER OF CITIZEN COMPAINTS PER YEAR (ESTIMATE)						150	
BASIC METHODS USED FOR MOSQUITO POPULATION MEASUREMENT	TOTAL NUMBER OF SITE SAMPLES PER WEEK		WEEKS OF COLLECTIONS		TOTAL NUMBER OF SITES USED		NUMBER IN ORDER OF FREQUENCY OF TRAPS/OTHER USED
NEW JERSEY LIGHT TRAP	0		0				
CDC HYBRID TRAP	160		32 WKS		5		1/WK
TRUCK TRAPS	N/A		N/A		N/A		N/A
LANDING RATE	288		32 WKS		3		3/WK
OTHER (LARVAL DIPPING)	2880		32 WKS		30		3/WK
SPECIAL SURVEYS	NUMBER OF SITE SAMPLES PER SEASON		NUMBER OF COLLECTIONS		TOTAL NUMBER OF BIRDS USED		NUMBER IN ORDER OF FREQUENCY OF TRAPS USED
SENTINEL FLOCK SEROLOGY	128		32 WKS		4		1/WK
MOSQUITO IDENTIFICATION							
NUMBER OF EMPLOYEES COMPLETING ID CLASS						5	
NUMBER OF MICROSCOPES						2	
ROUTINE LOCAL ID PROGRAM						YES	
COMPUTERS USED IN ANALYSIS						4	
ADDITIONAL EFFORTS							
INSPECTION OF CITIZEN COMPLAINTS AND CONTROL OF AQUATIC WEEDS IN PONDS, CANALS, AND LAKES.							
SOURCE REDUCTION PROGRAM							
PROJECTS NEEDING MAINTENANCE THIS FISCAL YEAR							

**CITY OF BROOKSVILLE
WORK PLAN FOR MOSQUITO CONTROL
FISCAL YEAR 2013 /2014**

Chapter 388, F.S and 5E-13.022 F.A.C
Telephone: (850) 922-7011; SunCom 292-7011; Fax (850) 413-7044

PROJECT NUMBER/NAME	DESCRIPTION OF WORK
WASTE TIRE COLLECTIONS: AS NEEDED	COLLECT AND DISPOSE TIRES TO REMOVE BREEDING.
CONTAINER DISCHARGING: AS NEEDED	EMPTY CONTAINERS POTENTIALLY BREEDING MOSQUITOES.
AQUATIC WEED CONTROL: AS NEEDED	HERBICIE OR REMOVE WEEDS IN PONDS AND CANALS TO REMOVE MOSQUITO BREEDING
ROADSIDE DITCH/DRA HERBICIDING: AS NEEDED TO CLEAR DRAINAGE SYSTEM	IMPROVE DRAINAGE AND DESTROY MOSQUITO BREEDING SITES AND HABITATS.

PUBLIC RELATIONS/EDUCATIONAL PROGRAMS

CARRY OUT SCHOOL EDUCATION ON MOSQUITO BIOLOGY AND CONTROL THROUGH THE SCHOOL BOARD CURRICULUM TO ELEMENTARY SCHOOL STUDENTS.

SET UP PRESENTATIONS AND PUBLIC MEETINGS TO SCHOOL STUDENTS, CIVIC AND COMMUNITY GROUPS.

CREATE VIDEO CLIPS AND RADIO MESSAGES FOR BROADCASTING AND UPDATE WEBSITES ON MOSQUITOES AND MOSQUITO-TRANSMITTED DISEASES.

DELIVER MOSQUITO BOOKS, POSTERS, AND BROCHURES TO BROOKSVILLE COMMUNITIES ON ALERT OF MOSQUITOES AND MOSQUITO BORNE-ENCEPHALITIS.

PROVIDE INFORMATION TO NEWS MEDIA ON MOSQUITO-RELATED ISSUES.

PARTICIPATE IN RADIO SHOWS ON MOSQUITO ISSUES.

INVENTORY OF EQUIPMENT

(Trucks, aircraft, boats, etc.)

YEAR	MAKE	MODEL	TONNAGE TREATMENT EQUIPMENT	USED FOR	VEHICLE/ ASSET NUMBER
2009	FORD PICKUP	F 150	1/2 TON, 100 GALLON SPRAY SYSTEM	TIRE TOWING, INSPECTION, LARVICIDING	15198
2009	FORD PICKUP	F 150	1/2 TON, 100 GALLON SPRAY SYSTEM AND ULV LONDON FOG UNIT	TIRE TOWING, INSPECTION, LARVICIDING	15189
2002	DODGE PICKUP	RAM	1/2 TON, ULV LONDON FOG UNIT	ADULTICIDING	11994
2002	DODGE PICKUP	RAM	1/2 TON, ULV LONDON FOG UNIT	ADULTICIDING	11995
2007	FORD PICKUP	F150	1/2 TON, 50 GALLON SPRAY UNIT AND ULV LONDON FOG UNIT	TIRE TOWING, INSPECTION, LARVICIDING HERBICIDING	15139
2002	CHEVY	BLAZER	SURVEILLANCE EQUIPMENT	SURVEILLANCE	11979
2001	FORD PICKUP	F 150	1/2 TON, ULV LONDON FOG UNIT	ADULTICIDING	11952
1999	AIRBOAT	14 FOOT	35 GALLON SPRAY SYSTEM	LARVICIDING	9353

**CITY OF BROOKSVILLE
 WORK PLAN FOR MOSQUITO CONTROL
 FISCAL YEAR 2013 /2014**

Chapter 388, F.S and 5E-13.022 F.A.C
 Telephone: (850) 922-7011; SunCom 292-7011; Fax (850) 413-7044

YEAR	MAKE	MODEL	TONNAGE TREATMENT EQUIPMENT	USED FOR	VEHICLE/ ASSET NUMBER
2004	POLARIS RANGER	6 WHEELER	2.5 GALLON LONDON FOG MEG ADULTICIDING UNIT	ADULTICIDING LARVICIDING	13943
2005	FORD PICKUP	250	100 GALLON SPRAY SYSTEM	LARVICIDING HERBICIDING	13992
2006	JON BOAT	14 FOOT	30 GALLON SPRAY SYSTEM	LARVICIDING HERBICIDING	15483
2006	FORD RANGER	UTILITY TRUCK	CELLS FOR BATTERIES ETC. ULV LONDON FOG UNIT	SURVEILLANCE ADULTICIDING	15083
2007	POLARIS ATV	SPORTSMAN 500	15 GALLON SPRAY SYSTEM	LARVICIDING	15161



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR
FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER
SUBJECT: ORDINANCE NO. 836 – REZONING
DATE: MAY 6, 2013

GENERAL SUMMARY/BACKGROUND: The request is to rezone a tract of approximately 0.75 acres from R-1B to P-1 (Professional Office). Located on the west side of Howell Avenue approximately 400 feet north of Fort Dade Avenue, the property is developed with a two-story single-family structure that was constructed in 1910. It is the intent of the petitioner to utilize the first floor of the structure as an art gallery and to provide for residential space on the second floor. The property has a Comprehensive Plan designation of Commercial.

Compatibility with Surrounding Area: The subject property is, as previously noted, located on the west side of Howell Avenue approximately 400 feet north of Fort Dade Avenue, and is within the City's Historical Central Business/Residential District. The district contains a high concentration of government uses, commercial uses, historic residential low density development and higher density residential development. The Historic Central Business and Residential District is the primary focus for preservation and rehabilitation of historic buildings, business retention, recruitment, and cultural activities. The immediate area contains a mixture of zoning designations and uses, including a property zoned C-1 and developed with an assisted living facility to the north, an R-1B zoned property to the south and a P-1 zoned property to the east across Howell Avenue. Given the fact that the property is located at the edge of the downtown commercial district, staff finds the proposed zoning designation is compatible with the surrounding development pattern and will serve as a transition from the commercial uses to the south and the more residentially-oriented environment to the north.

Public Facilities and Level of Service: The project is served by City water and sewer services. Police, fire and sanitation collection services are also provided by the City.

Natural Resources and Drainage: The property is, as noted above, presently developed with a single-family conventional structure two stories in height. Parking as required by the Land Development Code for the proposed use is satisfied by the on-

street parking spaces located immediately adjacent to the site. Handicap parking will be provided on-site. According to the current adopted FEMA Flood Insurance Rate Map community panels, the subject site is located within Flood Zone X, which is defined as an area exhibiting minimal flood potential. Any future development of the site will be subject to all Land Development Code requirements as well as SWFWMD 40D-4 permitting requirements and the City's Comprehensive Plan policies relating to stormwater retention and conveyance.

nb

BUDGET IMPACT: Costs for processing rezoning requests are offset by applicable application fees.

(nb)

LEGAL REVIEW: Florida Statutes § 163.3202(2)(b) requires that each county and each municipality regulate the use of land and water for those land use categories included in the Comprehensive Plan Future Land Use element and ensure the compatibility of adjacent uses and provide for open space.

PLANNING & ZONING COMMISSION AND STAFF RECOMMENDATION: At their April 10, 2013 meeting, the Planning and Commission concurred with the staff finding that the request is consistent with the City's Comprehensive Plan and compatible with the surrounding development pattern. The Planning and Zoning Commission therefore concurred with the staff recommendation that City Council approve the request to rezone the subject property from R-1B to P-1.

ATTACHMENTS:

1. Draft Ordinance No. 836
2. Area Map
3. Zoning Petition
4. Petitioner's Narrative
5. Site Survey

Attachment 1

Draft Ordinance No. 836

ORDINANCE NO. 836

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF P-1 (PROFESSIONAL OFFICE), FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. ZONING. That the following described property in the City of Brooksville, Florida is hereby zoned as a Professional Office (P-1). Exhibit "A" provides a graphic view of the property.

Robert G. Smith
Parcel Key # 00144935. Legal Description:

A part of Lot 16 on Monroe Ferry Road, also known as Howell Avenue in the Town of Brooksville, and beginning at the Northeast corner of lot upon which the John M. Taylor residence was located, which corner is referred to in a deed dated the 22nd day of December 1887, from Marie E. Mickler, guardian to Sarah H. Taylor and recorded in Book 3, Page 346, Public Records of Hernando County, Florida, from said point of beginning run 83 feet North 18 degrees East along said Howell Avenue, thence West 450 feet to the Western boundary of said Lot 16, thence South 79 feet to the Northwest corner of said Taylor lot, thence East along the Taylor line 430 feet to the POINT OF BEGINNING.

Location: 259 Howell Avenue, approximately 400 feet north of Fort Dade Avenue.

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

The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of P-1 (Professional Office) and the zoning map of the City of Brooksville shall be amended accordingly.

SECTION 2. FINDINGS. The City Council does hereby find that the proposed zoning of this property with a P-1 designation will not be inconsistent with the City's Comprehensive Plan and is compatible with existing land uses in this area.

SECTION 3. EFFECTIVE DATE. This Ordinance and zoning of the property described hereto shall take effect immediately upon its adoption.

CITY OF BROOKSVILLE

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

By: _____
Lara Bradburn, Mayor

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

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

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

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

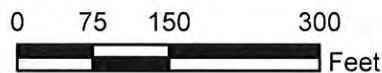
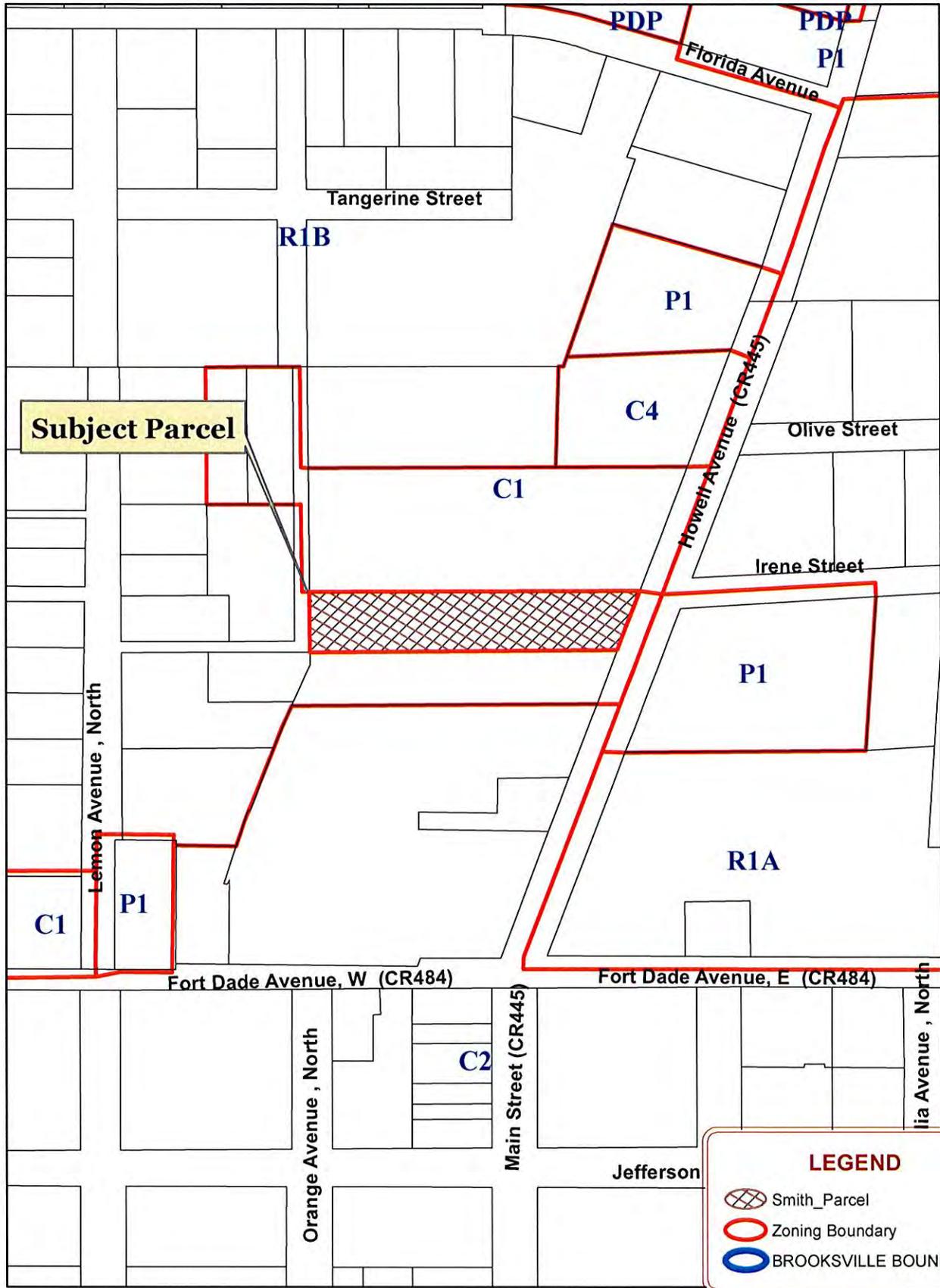
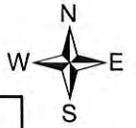
Attachment 2

Area Map



Attachment "A" to Ord. No. 836

Robert G. Smith - RZ2013-01



LEGEND

- Smith_Parcel
- Zoning Boundary
- BROOKSVILLE BOUNDARY

*Base map information provided by the Hernando County Property Appraiser's office.
Map created by the Brooksville Community Development Department.
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.

Attachment 3

Zoning Petition

CITY OF BROOKSVILLE REZONING PETITION

FEB 14 2013

Application for Public Hearing

Date: 2/14/13

Type all information. If you need any assistance, call the Community Development Department at (352) 544-3810.

APPLICANT: Robert G Smith
Mailing Address: 254 Howell Ave.
Daytime Telephone: 352-754-8509 FAX No: same E-Mail Address: artworks79@gmail.com
REPRESENTATIVE: Same as above
Mailing Address:
Daytime Telephone: FAX No: E-Mail Address:
PUBLIC CONTACT PERSON: Robert G Smith
Daytime Telephone: 352-754-8509 FAX No: E-Mail Address: artworks79@gmail.com
Will Expert Witness be utilized during the public hearings? No
Legal Description: Type below the complete legal description of the property, including street address, if any, and the names of all owners. Include Section, Township and Range; and if applicable, Subdivision Name, Lot, Block, and Unit Number. Attach additional sheet if necessary.
Size of Area Covered by Application: 32751 sq ft
Highway and Street Boundaries: Howell Ave.
Current Zoning Classification: Residential
Rezoning Requested: P1
Proposed Use of Property: art Gallery + Residence
Has a public hearing been held on this property within the past twelve months? No

ACKNOWLEDGMENT

This acknowledgment must be signed in the presence of a Notary Public.

I, Robert G Smith, hereby state and affirm that all information submitted within this petition is in all respects true and correct to the best of my knowledge and belief and that:

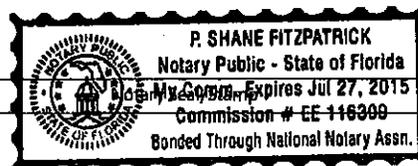
- I am the owner of the property covered under this application.
- I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.

Signature of Applicant or Representative

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 11 day of Feb, 2013, by Robert as identification.

Signature of Notary Public



Attachment 4

Petitioner's Narrative



Fax cover sheet



**R&D Panorama Enterprises
Artworks by Robert G Smith**

**259 Howell Ave. Brooksville FL 34601
(352)754 - 8509 email artworks7q@gmail.com
Website www.ink-4-printers.com
Website artworksbyrobertgsmith.com
Website my-books-4-u.com**

I am requesting this zoning change of 259 Howell Ave.
to relocate the GALLERY OF THE ARTS from #2 N.
Broad to it.

Robert G Smith

Attachment 5

Site Survey



AGENDA ITEM MEMORANDUM

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Janice L. Peters, CMC, City Clerk
Subject: Resolution No. 2013-06 – Meeting Days and Times

Date: April 24, 2013

GENERAL SUMMARY/BACKGROUND: Upon inquiry by Council, staff investigated how the days and times of Council meetings are set. Historically this has been done by resolution with a couple exceptions.

Resolution No. 2, (Attachment 2), adopted on June 23, 1931, set Council meetings on the 1st & 3rd Tuesdays at 8:00 p.m.

Resolution No. 65, (Attachment 3), adopted on January 7, 1957, changed Council meetings to the 1st & 3rd Mondays at 7:30 p.m.

Resolution No. 95, (Attachment 4), adopted on January 4, 1965, changed Council meetings to the 1st & 3rd Thursdays at 7:00 p.m.

The minutes of the meeting of City Council on June 3, 1965, (Attachment 5), reflects that a resolution was read changing the days and time of City Council meetings to the 1st and 3rd Mondays at 7:30 p.m., however, no resolution number was referenced in the minutes and no corresponding resolution has been found.

Subsequently, the minutes of the meeting of City Council on December 21, 1998, (Attachment 6), reflects that a motion was made and seconded during Items by Council to begin the Council Meetings of 1999 at 7:00 p.m. without a formal agenda item being added to the agenda for consideration.

In order to ratify and formalize the prior actions taken by City Council, staff has prepared Resolution Number 2013-06, (Attachment 1), for Council consideration. This resolution officially sets the meeting days and times to the 1st and 3rd Mondays of the month at 7:00 p.m.

BUDGET IMPACT: None

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

RECOMMENDATION: Adoption of Resolution No. 2013-06 or Direction to Staff.

- ATTACHMENT:**
1. Resolution No. 2013-06
 2. Resolution No. 2
 3. Resolution No. 65
 4. Resolution No. 95
 5. Minutes of June 3, 1965
 6. Minutes of December 21, 1998

Attachment 1

Resolution No. 2013-06

RESOLUTION NO. 2013-06

**A RESOLUTION OF THE CITY COUNCIL OF
BROOKSVILLE, FLORIDA RATIFYING DESIGNATION
OF DAYS AND TIMES OF COUNCIL MEETINGS.**

WHEREAS, the minutes of the meeting of City Council on January 4, 1965, reflects that Resolution No. 95 was read and adopted changing the days and time of City Council meetings to the 1st and 3rd Thursday, at 7:30 p.m.; and,

WHEREAS, the minutes of the meeting of City Council on June 3, 1965, reflects that a resolution was read changing the days and time of City Council meetings to the 1st and 3rd Mondays at 7:30 p.m.; and

WHEREAS, no resolution was found relating to the June 3, 1965 meeting setting the days of meeting to Monday; and,

WHEREAS, the minutes of the meeting of City Council on December 21, 1998, reflects that a motion was made and seconded to begin the Council Meetings of 1999 at 7:00 p.m.; and

WHEREAS, the motion at the 1998 meeting to change the time was made without a formal agenda item being added to the agenda for consideration, therefore no relative resolution was presented for establishing the time.

WHEREAS, the City Council for the City of Brooksville wishes to ratify those actions, hereby setting the days and times of City Council meetings to the 1st and 3rd Mondays at 7:00 p.m.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF BROOKSVILLE THAT:**

Section 1. The City Council of the City of Brooksville hereby formally ratifies the action taken at the June 3, 1965, Council Meeting setting the days and time of meetings to the 1st and 3rd Mondays of each month at 7:30 p.m.

Section 2. The City Council of the City of Brooksville hereby formally ratifies the action taken December 21, 1998 during regular session establishing the time of Council Meetings to begin at 7:00 p.m.

Section 3. This resolution shall take effect immediately upon adoption.

ADOPTED in regular session this 6th day of May, 2013.

CITY OF BROOKSVILLE

BY: _____
Lara Bradburn, Mayor

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

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

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

VOTE OF CITY COUNCIL

Bernardini _____
Bradburn _____
Burnett _____
Johnston _____
Hohn _____

Attachment 2

Resolution No. 2

RESOLUTION NO. TWOTime of regular Meetings and Rules of
Proceedure of the City Commission.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROOKS*
VILLE, FLORIDA:

Section 1. That the regular meetings of the City Com-
mission of the City of Brooksville, Florida, shall be held at
the City Hall in said City, at eight o'clock, P.M., on the first or
third Tuesdays of each calendar month.

Section 2. That at each regular meeting of this Commission
the order of business shall be as follows:

- (a) Correction and approval of minutes of pre-
ceding meeting.
- (b) Hearing of petitions, requests and memorials,
the nature of which have previously been dis-
closed to the City Clerk, in such order as the
City Clerk may designate.
- (c) Unfinished business.
- (d) Reports and recommendations of City Clerk,
and those of other city officers and employees.
- (e) New Business.
- (f) Adjournment.

Section 3. That at each special meeting of this Com-
mission such matters may be considered as are contemplated in
the call for such meeting, and also such other matters as the
Commission may see fit to consider.

Section 4. That, with the exception of the City Commission-
ers, the City Clerk and the City Attorney, all persons desiring
to be heard at the meetings of this Commission shall first se-
cure recognition by the presiding officer, in due parliamentary
form and manner, and each such person recognized shall have the
floor only during the pleasure of the Commission as expressed
by the presiding officer, but with right of appeal to the vote
of all Commissioners present.

Section 5. That the discussions of the Commission among
its own members shall be informal and conversational up to the
point of voting upon any proposed measure; and in these dis-
cussions the City Clerk and City Attorney may join, with like
informality, but to such extent only as to the Commission may

for the time being seem fit.

Section 6. That the vote upon the passage of each ordinance and resolution shall be formal, and shall be recorded by yeas and nays, and no Commissioner present shall be excused from voting; but the vote upon ordinary motions may be by acclamation and need be recorded only by noting that such motion was agreed to or was not agreed to, as the case may be.

Section 7. No formal motion or second shall be necessary to the introduction of any motion, resolution or ordinance, but each such measure which shall be so far considered as to arrive at the stage of being voted upon by the Commissioners, or ordered to the calendar of unfinished business, shall be deemed to have been duly introduced, and the minutes shall show merely that such motion, resolution or ordinance was "proposed", together with a record of the action taken thereon.

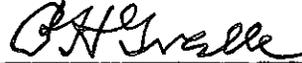
Section 8. A sufficient identification of each ordinance proposed, together with proper notation of the action taken thereon, shall appear in the minutes, but the full text thereof need not so appear; provided that each such ordinance which shall be duly enacted shall be spread in full upon the Ordinance Book as prescribed in Section 25 of the City Charter, together with a notation thereon that it passed, giving the date of its passage and with the authentication of the signature of the officer presiding at the meeting at which enacted, and the signature of the City Clerk. All proposed ordinances which are voted upon but fail of enactment shall be likewise identified in the minutes and the full text shall be preserved by the City Clerk in his files in the form in which introduced.

Section 8. For purposes of convenience of reference, the minutes of the meetings of this Commission shall be kept in two sections, in separate books, one of said books to be known as "Minutes, Resolution Section" and the other as "Minutes, General Section". The former shall be reserved exclusively for the record of the full text of each Resolution which may be duly adopted, together with authentication thereof in the manner prescribed for ordinances. Proposed resolutions which are voted upon but fail of adoption, shall be preserved in the files of the City Clerk in the form in which introduced. In all cases the "Minutes, General Section", shall contain a sufficient identification of each resolution proposed, together with proper notation of the

action taken thereon, but the full text need be spread only upon the "Minutes, Resolution Section".

Section 10. Except for the full text of ordinances and resolutions, the "Minutes, General Section", shall contain a complete record of all formal acts of the City Commission, and such other matter, such as reports or other documents in writing, as the Commission may direct to be spread upon its minutes for purposes of permanent record.

ADOPTED, The 23rd day of June 1931.



Mayor



City Clerk.

Attachment 3

Resolution No. 65

RESOLUTION NUMBER 65

Whereas the City of Brooksville has for several years held their regular meeting on the First and Third Tuesday of Each month, and

Whereas it is now desired to change said meeting from the First and Third Tuesday of each month to the First and Third Monday of each month, setting the hour for said meeting at 7:30 P.M.

NOW THEREFORE BE IT HEREBY
RESOLVED BY THE PEOPLE OF
THE CITY OF BROOKSVILLE AS
FOLLOWS:

From and after January 7, 1957 the City Commission of the City of Brooksville shall meet in regular session on the ~~FIRST~~ and THIRD MONDAY of each month at 7:30 P.M.

ATTEST:


J. E. Gores, City Clerk

J. C. Bacon, Mayor

Passed on First reading November 19, 1956.

Passed on Second Reading November 19, 1956.

Passed on third reading January 7, 1957.

Attachment 4

Resolution No. 95

RESOLUTION NO. 95

WHEREAS Section 24 of the Codification of the City of Brooksville, Florida, specifies that the first meeting in each calendar year shall be held in the City Hall at 8:00 P. M., on the first Monday in January; and

WHEREAS said Section provides that the time and place of all other regular meetings of said Commission shall be fixed by Resolution of said Commission; and

WHEREAS said Commission has previously been meeting on the first and third Monday of each Month, at 8:00 P. M., and said Commission is desirous of changing the regular meeting dates

NOW THEREFORE BE IT RESOLVED that the regular meeting dates of said Commission be and they are hereby changed to the first and third Thursday of each month at 7:00 P. M.

ADOPTED this 4th day of January, A. D., 1965.

S/ J. T. Martin
Vice Mayor



ATTEST: Margaret C. Willard,
City Clerk

CCD333

Attachment 5

Minutes of June 3, 1965

media. Motion carried.

Supt. Fincannon asked the Commission's pleasure concerning the curtailment of watering lawns and gardens due to the pump difficulties and the present water shortage due to dry weather. Motion was made by Commissioner Martin and seconded by Commissioner Hancock to invoke existing ordinance prohibiting the watering of lawns and gardens between the hours of 1:00 P. M. and 8:00 P. M. Motion carried. Motion made by Commissioner Hancock and seconded by Commissioner Ragan that the Clerk be authorized to run this announcement on the radio and the newspaper until further notice. Motion carried.

There being no further business to come before the Commission, meeting adjourned.


Margaret C. Willard, Clerk

APPROVED: _____
James A. Brooks, Mayor

REGULAR MEETING

7:30 P.M.

June 3, 1965

Commission met in regular session with Commissioners Brooks, Hancock, Martin, Ragan and Russell, City Attorney Mountain, engineer Manuel and Clerk Willard in attendance.

Mrs. Joseph Mattingly appeared before the Commission to complain about a late charge on her May water bill. Mrs. Mattingly advised that she had brought her payment to the office and had her cancelled check dated the 20th, but was charged a penalty for being late. Mrs. Mattingly stated that she did not bring her bill and the Deputy Clerk did not prepare a new bill. Clerk explained that in order for Mrs. Mattingly to have received credit for her payment a new bill would have had to be prepared. Mayor Brooks questioned Clerk concerning payments mailed on the 20th. Clerk explained office policy: payment must be received in the City Hall before 5 P.M. on the 20th of each month (unless same fell on a weekend and in which event the following Monday was used) or a late charge of 10% was added to the next month's bill. Clerk advised that she would be glad to check into the matter and notify Mrs. Mattingly, deleting the late charge if investigation revealed that Mrs. Mattingly's objections were well founded.

Mrs. Lucille Jones again appeared before the Commission in re sewer charges for Motels. Mountain reported that he had discussed this matter with the fiscal agent and that a reduction in sewer charges could be made for a certain class of business but not for one individual, providing the revenue derived was sufficient to meet the debt service payments. After discussion as to percentage of occupancy of motels as compared to sewer rates and the rates paid by other businesses and homeowners, Motion was made by Commissioner Hancock that motel rates remain the same. Motion died for lack of a second. City Engineer Manuel cited the design criteria of the State Board of Health for Motels and gave the Commission a comparison of the average daily flow from a motel and of a residence. He advised that the average flow from a motel was approximately 1/3 of that of a residence. Motion was made by Hancock and seconded by Ragan to charge all motels \$1.75 for the first toilet and 60 cents for each additional toilet. Motion carried.

List of Bills Approved June 3, 1965 for payment

Williams Hardware	17.66
Arias Office Machines	20.00
Central Fla. Fire Equip. Co.	377.50
Lewis	30.80 29.20
Gulf Oil Corp	42.17
Southern Bell Telephone	110.25
Coastal Engineering Associates, Inc	11,621.00
Mason Tractor Co	16.00
Carroll Contracting Co	108.00
Florida Police Association, Inc	15.00
Chatman Buick Pontiac Co	95.24
Troys Tractor ' Equipment	105.88
Eli Witt Cigar Division	7.01
Hernando Concrete	25.00
R. W. Underwood & Sons	83.20
W. L. McGee	119.56
White Stores, Inc	16.43
Mutual Paper Co	54.59
Brooksville Lumber & Supply Co	1.45
Bray's Pest Control	10.00
Hernando State Bank	5.70
Bennett-Hahn Enterprises	10.50
Chemex Industries, Inc	54.00
Coastal Engineering Associates	382.00
Martin's Uniforms	59.61
Career Institute	6.00
Register Chev ' & Oldsmobile, Inc	47.69
Walt Connors Office Supply	49.90
Radio Service Inc	12.56
Brooks Ford Sales	107.29
Police Chiefs & Sheriffs Information Bureau	6.50
Gulf Life Insurance Co	402.84
Lyle Signs, Inc	15.29
Sunshine Foundry & Machine Co	118.82
The Purse Oil Co	5.32
Tenneco Oil Co	48.53
Christopher-McAulifee	283.19
Yeomans Brothers Company	215.18
H. B. Richardson Co	50.73
Weeks Hdwe	1.99
The Sun-Journal	52.56
Industrial Supply Corp	366.94
Western Auto Associate Store	4.11
Better Service Welding & Machine Shop	3.00
Davis-Meter & Supply Co., Inc	106.88
Jones Chemicals Inc	150.00
Sinclair Refining Co	404.00
Florida Power Corp	1572.98
Standard Oil Co	70.00
Phillips Petroleum Company	22.38
Langworthy Station	2.80
ADDITIONS : Westover Florist-\$12.36	
<u>Hernando Co - 48.70</u>	

87.69

EXCEPTIONS:

APPROVED:

M. Russell
E. J. ...
J. J. ...

Mountain advised Mrs. Jones that her complaint against City Cleaners was felt to be an argument between neighbors and for the City to act it would be necessary for all residents in the neighborhood suffering identical injuries to complain. No action was taken by the Commission on this complaint. Mountain further advised Mrs. Jones that her complaint against the excessive blowing of train whistles was still under study and that amendments to the Ordinance were being prepared for the Commission's consideration.

Mr. Abbott, from Seaboard Air Line Railway, appeared, requesting that the City take steps to correct existing situation on Bailey Street.

Mr. Abbott advised city's ditch had been cut diverting flow of water onto railroad right-of-way. Motion was made by Hancock and seconded by Martin to authorize Engineer to check into the matter and advise at next commission meeting. Motion carried. Mr. Abbott was questioned about excessive whistle blowing inside of City limits. Mr. Abbott suggested that Mr. W. E. Ogletree be contacted. Motion made by Hancock and seconded by Ragan that Mr. Ogletree be invited to attend the next Commission meeting. Motion carried.

Mr. Clark Vance informed Commission that he had been without water at times during the past month and asked what steps Commission planned to take to correct the situation. He recommended that the Commission go ahead and drill another well and erect another tank on the North side of town and that the local bank be contacted for financing. Mr. Vance was advised that the City was limited by Charter as to the amount of money it could borrow by a direct loan. Vance, when questioned as to his recommendations, recommended that the Commission proceed with the water and sewer bond issue. Vance advised the Commission that after the enforcement of the Ordinance curtailing in the use of water during the hours of 1:00 p.m. and 8:00 P.M. that the situation had eased. Commission advised that they were still studying the proposed bond issue for water and sewer expansion and invited any and all interested parties to meet with them.

Chief Cobb presented request of Mrs. Foster for erection of "Children Plaing Signs" on Old Hammock Road. Moved by Ragan and seconded by Hancock to erect signs as requested. Motion carried. Cobb was questioned about use of timing machine on speed violators. Cobb advised that he planned to put the machine in use shortly after giving the public proper notification.

It was moved by Martin and seconded by Hancock that Supt. Fincannon be authorized to advertise for bids on 55 gallon drums of filter fly killer and industrial deoderant. Fincannonasked Commissions pleasure concerning electric motor at water plant which had been giving trouble. He advised that it would be necessary to pull the motor and send it to Tampa to have it balanced and this would have to be done at night. Motion made by Martin and seconded by Ragan that Fincannon be authorized to invoke emergency measures in this instance. Motion carried. Fincannon informed Commission that he felt that the purchase of a 500 gal tank would help alleviate the water problem on Summit Drive. He recommended that the tank be installed near residence of Raymond Underwood, putting one check valve in near D. O. Koon, Jr's. house and one at the foot of the hill, in order to supply people on top of the hill with a small reserve of water during excessive use by residents in that location. He advised that after the situation was corrected he could use the tank for flushing dead end sewer lines. After discussion with Engineer as to the feasibility of Fincannon's recommendation, it was moved by Ragan and seconded by Martin to purchase 500 gal tank and install as recommended to help relieve water shortage. Motion carried.

Mountain advised that he was working on the water and sewer line problem at Brook Plaza. He further advised that copies of bills passed by the legislature were not available presently, but he anticipated having them by the meeting on the 21st.

Clerk informed Commission that she had received letters from State Board of Health in re Mr. Earle's qualifications; the taking of water samples and the forwarding of operational reports on the sewage treatment plant. Fincannon requested Commission's pleasure concerning moving chlorinator from sewage plant back to water plant. After discussion, it was moved by Martin and seconded by Ragan to advertise for bids on another Chlorinator. Motion carried.

Clerk advised Commission that was on deposit in the Cigarette Tax Bond Fund checking account approximately \$88,000.00 and requested authorization to transfer monies on deposit to an interest bearing Time Deposit Certificate. It was moved by Hancock and seconded by Martin to authorize transfer as requested. Motion carried.

Mountain read Resolution changing time and dates of Commission meetings to 1st and 3rd Mondays at 7:30 P.M. Motion made by Hancock and seconded by Martin to adopt Resolution as read.

There being no further business to come before the Commission, meeting adjourned.


Margaret C. Willard
City Clerk

APPROVED: _____
James A. Brooks, Mayor

Attachment 6

Minutes of December 21, 1998

REGULAR COUNCIL MEETING

December 21, 1998

7:30 P.M.

Brooksville City Council met in regular session with Mayor Richard E. Lewis, Vice Mayor Mary A. Staib, and Council Members Pat Brayton, Joseph E. Johnston, III, and E. E. Wever, Jr., present. Robert B. Battista, City Attorney; Richard E. Anderson, City Manager; Jennifer J. Battista, Deputy City Clerk; Lee Huffstutler, Director of Finance; Emory Pierce, Director of Public Works; Boyce E. Tincher, Public Safety Director; and a representative from the St. Petersburg Times.

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

Mayor Lewis presented a gavel plaque to E. E. Wever, Jr. for his service as Mayor during 1998.

CONSENT AGENDA*Tree City U.S.A.

Authorize Mayor to execute 1998 Tree City U.S.A. application for recertification.

Chamber of Commerce

Consideration of \$100.00 contribution for a shuttle service from Hernando County Airport to various locations in the City (February 3 - 6, 1999).

Hurricane Georges - Expense Reimbursement

Authorize execution of State/FEMA agreement. Anticipated reimbursement \$5,751.29

Motion:

Motion was made by Wever and seconded by Johnston to approve the December 21, 1998 Consent Agenda. Motion carried 5-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONSHOLIDAY DECORATION CONTEST AWARDS

The Beautification Board requests recognition for the best decorated residence and business.

Mayor Lewis presented the best decorated commercial award to a representative of S. W. Cole, 140 S. Main Street. Residential recipient Betty Harrington, 4 King Circle, was not present to accept the award. Mayor Lewis indicated that the award would be delivered to her.

REGULAR AGENDARevised Loan Resolution No. 98-2 - Phase I

Revising original Resolution to increase loan amount from \$3,630,000 to \$4,630,000.

Mayor Lewis advised the City had received approval to move the original \$1.5 million from Phase I to Phase III, which created the need for another \$1 million loan for Phase I.

Deputy City Clerk Battista read revised Resolution No. 98-2 by headnote only, as follows:

A REVISED LOAN RESOLUTION BETWEEN THE CITY OF
BROOKSVILLE AND UNITED STATES DEPARTMENT OF
AGRICULTURE/RURAL DEVELOPMENT (USDA/RD) FOR RURAL

REGULAR COUNCIL MEETING - DECEMBER 21, 1998

UTILITIES SERVICE (RUS) LOAN/GRANT FUNDING TOWARDS
CONSTRUCTION OF NEW COBB ROAD WASTEWATER TREATMENT
PLANT.

Motion:

Motion was made by Staib and seconded by Wever to approve revised Resolution No. 98-2. Upon roll call, motion carried 5-0, as follows:

Brayton	Aye
Johnston	Aye
Wever	Aye
Staib	Aye
Lewis	Aye

Resolution No. 98-32 - Sewer Projects - Phase III

Rescinding Resolution No. 98-4 and reallocating City's \$1.5 million commitment from Phase I to Phase III.

Deputy Clerk Battista read Resolution No. 98-32 by headnote only, as follows:

**A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA
COMMITTING \$1,500,000 TOWARDS S.R. 50, S.R. 50A AND U.S.
41 UTILITY RELOCATIONS.**

Motion:

Motion was made by Staib and seconded by Wever to approve Resolution No. 98-32. Upon roll call, motion carried 5-0, as follows:

Johnston	Aye
Wever	Aye
Brayton	Aye
Staib	Aye
Lewis	Aye

Resolution No. 98-33 - Suncoast Parkway Trail

Resolution supporting completion of a multi-use trail adjacent to Suncoast Parkway between S.R. 50 and S.R. 98.

Deputy Clerk Battista read Resolution No. 98-33 by headnote only, as follows:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BROOKSVILLE, FLORIDA SUPPORTING THE FUNDING OF A MULTI-
USE RECREATION TRAIL ALONG THE SUNCOAST PARKWAY**

Council Member and MPO representative Johnston advised that upon the request of the MPO, the Board of County Commissioners had adopted a similar resolution in support of funding for this project.

Motion:

Motion was made by Johnston and seconded by Staib to approve Resolution No. 98-33. Upon roll call, motion carried 5-0, as follows:

Wever	Aye
Johnston	Aye
Brayton	Aye
Staib	Aye
Lewis	Aye

REGULAR COUNCIL MEETING - DECEMBER 21, 1998

Award of Bid - Phase II - North and South W.W. Interconnect Project

Award of bid to Centerline Construction Corp. (northern interconnect \$947,508 and southern interconnect \$1,373,117.30) subject to negotiations of certain items to reduce contract amounts.

Motion:

Motion was made by Brayton and seconded by Johnston to accept bids and authorize City Manager to execute subject to approval of negotiated reductions. Motion carried 5-0.

Cobb Road Wastewater Treatment Plant - Sales Tax Exemption

Rescind Change Order #1 (approved October 5, 1998)

Director of Public Works Pierce explained that the previously approved change order to buy certain items directly, which may have saved approximately \$50,000, was sent to USDA, who added a separate Sales Tax Agreement. He went on to state that Encore Construction's attorney would not approve that agreement.

Motion:

Motion was made by Brayton and seconded by Wever to rescind approval of Change Order #1.

Council Member Wever questioned whether it would be acceptable to USDA if the City guaranteed payment of any sales taxes assessed at a later date. City Attorney Battista advised that the contractor is liable for the sales tax, however, if it is not paid, the City would be ultimately responsible.

Motion carried 5-0.

Vehicle Purchase - Police Division

Consideration of proposed purchase of mid-size passenger vehicle (\$13,690) from Florida Sheriff's Association Bid.

Motion:

Motion was made by Brayton and seconded by Wever to approve the purchase of a mid-size passenger vehicle for \$13,690 from Florida Sheriff's Association.

Council Member Brayton pointed out that not approving a request for a utility vehicle at the December 7th meeting has resulted in staff obtaining a more reasonable quote for this vehicle that is now within budget.

Council Member Wever expressed his opinion that Council denial of the police vehicle purchase at the December 7th meeting sent a message that approval of an oversize new inmate van 37% over budget was more important than the request made by the Police Division for a vehicle for the Deputy Chief of Police. He felt that Council should rescind the van approval.

Public Safety Director Tincher explained that the utility vehicle requested at the last meeting would have had many different uses whereas the present request for a mid-size vehicle will have a limited use and have less of a trade-in value.

Motion carried 5-0.

CITIZEN'S INPUT

There was no citizen's input.

REGULAR COUNCIL MEETING - DECEMBER 21, 1998

ITEMS BY COUNCIL MEMBERSPAT BRAYTON, COUNCIL MEMBERCost of Living Adjustment - City Manager

Consideration of extending 2½% pay adjustment to include City Manager.

Council Member Brayton stated that Council previously agreed to roll over the City Manager's contract and he felt that Council should approve a 2½% Cost of Living Adjustment that was approved for all other employees.

Motion:

Motion was made by Brayton and seconded by Staib to approve a 2½ percent Cost of Living Adjustment for the City Manager. Council Member Wever felt that since the City Manager's salary is set by contract, it would need to be amended to allow this increase. City Attorney Battista advised that he would review the contract for that determination.

Motion and second were withdrawn.

Motion:

Motion was made by Brayton and seconded by Johnston to enter into a separate agreement with the City Manager that effective January 1, 1999 he be given a 2½% COLA adjustment to his current contract. It was the consensus of Council that the City Manager should be given the COLA adjustment and if necessary, amend the contract accordingly.

Motion carried 5-0. Mayor Lewis advised that if appropriate, the City Attorney would ensure that the contract is amended.

Copies for Agenda Packets

Council Member Brayton brought up for discussion the large amount of copying being done on some agenda items and felt that some of it is unnecessary. It was agreed upon by consensus that at the City Clerks discretion, agenda items that are lengthy could be designated on the agenda as "on file in the clerk's office". It was suggested that the item could be put on the desk in the Council office for review.

JOSEPH E. JOHNSTON, III, COUNCIL MEMBERCouncil Meetings for 1999Motion:

Motion was made by Johnston and seconded by Brayton to begin Council meetings in 1999 at 7:00 p.m. Motion carried 5-0.

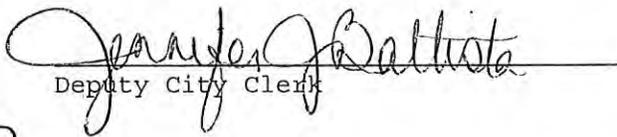
Each Council Member wished everyone Happy Holidays and a Merry Christmas.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:58 p.m.

ATTEST:


Mayor


Deputy City Clerk

:jjb

I



AGENDA ITEM NO. G-2
5/6/13

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: JANICE L. PETERS, CMC, CITY CLERK
SUBJECT: BROOKSVILLE HOUSING AUTHORITY BOARD MEMBERS

DATE: April 23, 2013

GENERAL SUMMARY/BACKGROUND: Council, at its March 4th meeting, adopted Resolution No. 2013-02, reducing the number of Brooksville Housing Authority board members to five (5) with one (1) alternate and asked that staff bring back current membership information for review. At the March 18th meeting of Council, the newest member, Sandra Roth was removed from the board and staff was directed to advertise for interested parties to submit applications for the alternate position.

Subsequently, staff issued a press release and posted to the website seeking applications for the position. Staff is presenting the following two applications for consideration:

Richard Howell
Sandra Roth

BUDGET IMPACT: There will be no budget impact.

LEGAL REVIEW: Pursuant to Florida Statutes §274.05 Public Housing, The Mayor, with consensus of Council, has the authority and discretion to appoint members to the Brooksville Housing Authority Board.

STAFF RECOMMENDATION: Mayoral appointment to the vacant alternate position on the Brooksville Housing Authority board for a 4-year term of office, with Council consensus.

ATTACHMENTS: Applications



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

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

New Application Re-application

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

Name: Howell, Richard L
(Last) (First) (Middle)

Address: 603 HANA - ARC
Brooksville, FL 34601

Mailing Address (if different): _____

Business Address: SAMC

Occupation: RET. Computer Technology

Business Phone: _____ Home Phone: 352-476-7414

Email address: SABEAUTY00@JOL.COM

Do you reside within the City limits? Yes No

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

Please rank your board preference(s):
1. Brooksville, HOUSING AUTHORITY
2. EZ ADVISORY BOARD
3. _____

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

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

Why would you like to serve on this board? ^{to} Represent the Citizens of South Brooksville, where the board lacks representation for citizens of South Brooksville.

What special skills would you bring to this position? Long time resident of the City of Brooksville, specifically a resident of South Brooksville for many years.

List fields of work experience: Computer Technology, Community Development, Charitable Organizations.

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

- Local References (Please list three (3)):
1. FRANKIE BURRITT
 2. KDJACK BURNETT
 3. LESTER BROWN

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

Signed: Richard J. Howell Date: 3/20/2013

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

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



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
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Telephone: (352) 540-3810
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- CDBG Citizen's Advisory Task Force (4 year terms - 5 members & 1 alternate)
- Cemetery Advisory Committee (4 year terms - 7 members - city residency or documented tie to Cemetery)
- EZDA Advisory Board (4 year terms - 11 members)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Good Neighbor Trail (Non-Expiring Terms - 10 members)
- Parks & Recreation Advisory Board (4 year terms - 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms - 5 members & 2 alternates) (NOT ELIGIBLE)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Other

Name: Roth Sandra Reeves

Address: ^(Last) 15298 ^(First) Hiburn ^(Middle) St, Brooksville,
FL 34604

Mailing Address (if different): _____

Business Address: _____

Occupation: Consultant, speaker

Business Phone: ²⁰⁶ 953 7717 Home Phone: 352 799 2180

Email address: sandy@prosynergy.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 104395203 JP

Please rank your board preference(s):
1. Planning & Zoning Comm
2. Housing Authority
3. _____

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

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

Resumé attached

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

Why would you like to serve on this board? *I have an interest in helping the City become a more vibrant city in which to live and work.*

What special skills would you bring to this position? *I have strong facilitation skills, a fair and matter attitude, compassion and a good intellect. I am organized and responsive.*

List fields of work experience: *Consultant, speaker, writer, patient coordinator, former police officer. I serve as a voluntary Guardian ad Litem.*

List any licenses and/or degrees (location & year): *BA - Psychology, West Virginia University, 1974. All coursework complete for Ph.D in psychology.*

Local References (Please list three (3)):

- Sylvia Simmons, attorney, Guardian ad*
- Brad Stine, Owner, Advanced Imagination*
- Debbie Hogan, attorney, Brooksville*

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

Yes No

If yes, please explain: _____

Signed: *Sandra Rath* Date: *11-29-12*

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

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

Resume

Sandra Reeves Roth

Contact details

Contact telephone number: (352) 799-2180
Mobile telephone number: (206) 953-7717
Email address: sandy@prosynergy.com
Postal address: 15298 Hibern St, Brooksville, FL 34604

Personal

Married to Douglas F Roth, DDS for 42 years
Residing in Spring Hill and Brooksville, Fl since 2002
Residing in Seattle, WA 1986 - 2002
Residing in Springfield, VA 1980 - 1986

Education

1964 - 1968 Undergraduate, Psychology, University of Southern Mississippi
1973 - 1974 Bachelor of Arts, Psychology, West Virginia University
1974-1976 PhD coursework completed, Psychology, West Virginia University

Employment history

1986 - present Consultant, Speaker, Writer, Trainer
ProSynergy Dental Communications
2007 - present Managing Partner
Denture Care Center
1976-1981 National Secretary,
National Organization for Women
Washington, DC

1968 - 1973 Police Woman, Philadelphia, PA, Police Department

1968 - 1969 Field Secretary, Phi Mu Fraternity

Volunteer experience

2008 - present Guardian ad Litem, 5th Judicial Circuit, Hernando Co

2004 - present The Kois Center, Seattle WA, Committee Advisor

1998 - 2011 American Academy of Cosmetic Dentistry
Chair, Bylaws Commission
Member, Board of Directors
Chair, Professional Education Committee

1998 - 2003 Board of Directors, Seattle Choral Company, Seattle, WA

References

Sylvia Simmons, Attorney-at-Law, Guardian ad Litem Program, 5th Judicial Circuit, Hernando County
(352) 754-4226

Debbie Hogan, Attorney-at-Law, The Hogan Law Firm
(352) 799-8294

Brad Stine
Owner, Advanced Imaging Concepts
(352) 597-0016

4782252

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – May 6, 2013

1. **TYPE:** Letter
 RECEIVED: January 9, 2013
 RECEIVED FROM: Arbor Day Foundation
 ADDRESSED TO: Mayor Johnston
 SUBJECT: Notification that the City earned recognition as a 2012 Tree City USA.

2. **TYPE:** Letter
 DATED: April 18, 2013
 RECEIVED FROM: Steve Diez, Chairman, GNT Advisory Committee
 ADDRESSED TO: Ron Daniel, Hernando Historical Museum Association, Inc.
 SUBJECT: One Room School House



January 09, 2013

Mayor Joseph E. Johnston, III
201 Howell Avenue
Brooksville, FL 34601

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Brooksville on earning recognition as a 2012 Tree City USA. Residents of Brooksville ought to be proud to live in a community that makes the planting and care of trees a priority.

Your community joins more than 3,400 Tree City USAs, with a combined population of 140 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

As a result of your commitment to effective urban forest management, you already know that trees are vital to the public infrastructure of cities and towns throughout the country, providing numerous environmental, social and economic benefits. In fact, trees are the one piece of community infrastructure that actually increases in value over time.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public. If you wish to receive an electronic version of the release, please email Sean Barry, Director of Media Relations at sbarry@arborday.org and we will reply with a copy within one business day.

State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward information about your awards to Charlie Marcus in your state forester's office to coordinate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Brooksville and thank you for helping to create a healthier planet for all of us.

Best Regards,

A handwritten signature in black ink that reads "John Rosenow".

John Rosenow
Chief Executive

cc: Lindsay Morgan

enclosure

Handwritten notes in blue ink: "AM", "5-06-13", and "JMW".



CITY OF BROOKSVILLE
GOOD NEIGHBOR TRAIL ADVISORY COMMITTEE
201 HOWELL AVENUE, BROOKSVILLE, FL 34601-2041
PH 352.540.3810 • FAX 352.544.5429

April 18, 2013

Mr. Ron Daniel, President
 Hernando Historical Museum Association, Inc.
 601 Museum Court
 Brooksville, FL 34601

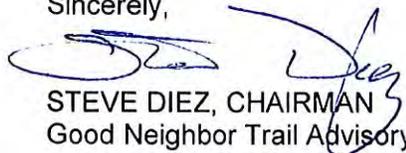
Dear Mr. Daniel:

I am writing you at the request of the Good Neighbor Trail Advisory Committee expressing our concern regarding the possibility of moving the one-room school house from the planned Russell Street Train Station and Trailhead site to the Mae-Stringer House Museum grounds. This was brought to our attention at our quarterly meeting on April 16th by Bill Geiger with the City of Brooksville. He conveyed the concern expressed to him by a representative for the Museum as to providing security for the proposed school house project at the Russell Street location. Given the previous history of events and planning, the committee was surprised at hearing this news.

Just last year, you made a presentation to the committee for the proposal and fund-raising efforts to build at the Russell Street site. The dedication ceremony and sign placement at the Train Station/Trailhead site would appear to culminate years of planning for this project as all the parties had agreed that this fit in well with the train depot and "village concept" that was originally conceived. At the meeting when you made the presentation, one of the GNT Advisory Committee members even offered the potential for salvaging material from a 1930-40 era building that is available in the Withlacoochee State Forest as a means of possibly saving on costs and helping to make this project a reality sooner.

The GNT Advisory Committee has made great progress in getting the trail constructed, which is the backbone of the Good Neighbor Trail and Trailhead project. The trailhead improvements, including the one-room school house, are equally important amenities to the trail itself. As such, we would be disheartened to see the loss of a planned feature at this site that would help bring the village concept to reality and further help to restore and reenergize this portion of our community.

Sincerely,



STEVE DIEZ, CHAIRMAN
 Good Neighbor Trail Advisory Committee

Copy: Brooksville City Council
 Brooksville City Manager
 GNT Advisory Committee Members
 Hernando Times
 Tampa Tribune

CTN
 05-06-13
