



## REGULAR COUNCIL MEETING – JUNE 17, 2013

### 2. Mosquito Control Interlocal Agreement

Consideration of Interlocal Agreement with Hernando County for mosquito control services.

Presentation:	Director of Public Works
Action:	Approval of Agreement or Direction to Staff
Attachments:	Memo from Director of Public Works dated 06/010/13, Ordinance No. 835, Interlocal Agreement

F. CITIZEN INPUT

G. ITEMS BY COUNCIL

H. ADJOURNMENT

### CORRESPONDENCE TO NOTE

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

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

# City of Brooksville Proclamation

**Whereas**, the greatness of our community, state and ultimately our nation is attributed to freedom of choice and competition – the basic elements of our free enterprise system; and,

**Whereas**, it has been established that small businesses provide more new jobs than any other sector of the economy; and,

**Whereas**, the small business owners of our community are the risk-takers who have invested their knowledge, energy and personal assets in a variety of independent business careers, and in doing so, have created employment opportunities for others while reaping the rewards of their independence; and,

**Whereas**, the City of Brooksville has proactively taken steps to improve the small business outlook for our community by appointing Dennis Wilfong as the City’s first Ambassador of Commerce and Employment in January 2009; and,

**Whereas**, the Ambassador and his volunteer team who have worked diligently to improve the economy of our city, reaching out to existing businesses and encouraging them to remain and grow their businesses here in the City of Brooksville, while also seeking out new business owners that are interested in moving their businesses and jobs to the City of Brooksville; and,

**Whereas**, the City of Brooksville recognizes how critical and important jobs and employment are for our citizens and our local economy and are appreciative to small business owners that work hard to create jobs and employment for theirs.

**Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville,** recognize June 17 – 21, 2013, as

## “Small Business Week”

and urge our citizens to support, encourage and thank the many small business owners within the City of Brooksville for their significant contributions to our city.

**In Witness Whereof**, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 17<sup>th</sup> day of June, 2013, A.D.

**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



**AGENDA ITEM**  
**MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**

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

**FROM: GEORGE TURNER, POLICE CHIEF**

**SUBJECT: ORDINANCE 837 - SYNTHETIC DRUGS**

**DATE: June 17, 2013**

**GENERAL SUMMARY/BACKGROUND:** Staff presents for first reading, proposed ordinance 837, prohibiting the possession, sale, or manufacture of synthetic drugs; providing a statement of intent; providing for a title; providing for definitions; providing for determination of a product which constitutes a synthetic drug; providing for prohibited acts; providing for laboratory analysis; providing for enforcement and providing for severability and applicability; providing for inclusion in the City of Brooksville Code of Ordinances; providing for filing of the ordinance and an effective date, and providing for amendment by resolution.

According to the Drug Enforcement Administration (DEA), synthetic cannabinoids, also known as "Spice" or "K2", are mixtures of herbs and spices that are typically sprayed with a synthetic compound chemically similar to THC, the psychoactive ingredients in marijuana. These products are available for purchase in various retail outlets, tobacco shops, head shops, and over the internet. The products are often marketed as "incense" that can be smoked. The product sometimes resembles potpourri, but can also be found in liquid form to be smoked in electronic cigarettes, or as a food additive. These products produce psychological effects similar to those of marijuana and other narcotics, and include paranoia, panic attacks, and giddiness. The physiological effects include increased heart rate and increased blood pressure; long term physiological effects are unknown.

The DEA has placed a number of synthetic cannabinoids into Schedule I (the class of substances that carry a high potential for abuse and have no currently accepted medical use) of the Controlled Substances Act (CSA), 21 USC §§ 81 et seq.), finding that placement into Schedule 1 was necessary to prevent an imminent hazard to the public safety.

The State of Florida has added into Chapter 893 several dozen of the chemicals and or chemical compounds used in the manufacture of synthetic drugs, but due to the ability to make slight changes in the molecular structure of these synthetic drugs, charging under the state statute is hampered/difficult. Therefore, the intent of this proposed ordinance is to prohibit the use, sale and manufacture of synthetic substances as defined in the proposed ordinance, which when consumed, mimic the effects of marihuana,

narcotics or other controlled substances.

Staff believes it to be in the best interests of citizens and residents to prohibit the possession, sale, and distribution of illicit synthetic drugs and misbranded drugs.

**IMPACT:** There is no negative budget impact as a result of this ordinance.

**LEGAL REVIEW:** 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 and to adopt ordinances.

**STAFF RECOMMENDATION:** Staff recommends approval of Ordinance No. 837 and schedule of 2<sup>nd</sup> reading on July 1, 2013.

**ATTACHMENT:** Ordinance No. 837 – Synthetic Drugs

**ORDINANCE NO. 837**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BROOKSVILLE, FLORIDA, CHAPTER 58, "OFFENSES AND MISCELLANEOUS PROVISIONS," BY ADDING ARTICLE III, "SYNTHETIC DRUGS"; PROHIBITING THE POSSESSION, SALE, OR MANUFACTURE OF SYNTHETIC DRUGS; PROVIDING A STATEMENT OF INTENT; PROVIDING FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DETERMINATION OF A PRODUCT WHICH CONSTITUTES A SYNTHETIC DRUG; PROVIDING FOR PROHIBITED ACTS; PROVIDING FOR LABORATORY ANALYSIS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY AND APPLICABILITY; PROVIDING FOR INCLUSION IN THE CITY OF BROOKSVILLE CODE OF ORDINANCES; PROVIDING FOR FILING OF THE ORDINANCE AND AN EFFECTIVE DATE; PROVIDING FOR AMENDMENT BY RESOLUTION.**

**WHEREAS**, the City of Brooksville, Florida is vested with home rule authority pursuant to Article VIII, Section 2(b) of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances in order to protect the health, safety, and welfare of the City's citizens; and

**WHEREAS**, synthetic drugs are commonly marketed for sale to young adults and teenagers as a safe and legal alternative to marijuana or other controlled substance; and

**WHEREAS**, the City of Brooksville City Council has been advised by the City of Brooksville Police Chief of a significant increase in the use of synthetic drugs and substances in the City by young adults and teenagers; and

**WHEREAS**, synthetic cannabinoids, bath salts, and other dangerous chemicals, commonly referred to as synthetic drugs, are being added by producers and manufacturers to products in an effort to mimic the effects of illegal drugs when ingested into the human body; and

**WHEREAS**, due to the manner in which these substances are marketed, the manufacture or production of synthetic drugs is not regulated by the Federal Drug Administration; and

**WHEREAS**, due to the absence of FDA testing and regulation, the long term health effects of synthetic drug products are unknown, have not undergone human clinical testing, and their manufacturing and production process has no regulatory oversight; and

**WHEREAS**, synthetic drugs may be more potent and dangerous than the controlled substances they are designed to mimic due to the unapproved chemicals and chemical compounds contained in them; and

**WHEREAS**, ingestion of synthetic drugs has been known to produce undesired and dangerous side effects such as headaches, agitation, nausea, vomiting, hallucinations, loss of consciousness, elevated blood pressure, tremors, seizures, paranoid behavior, anxiety, increased heart rate, and even death; and

**WHEREAS**, according to the American Association of Poison Control Centers, exposure to, or ingestion of synthetic drugs resulted in 2,906 emergency medical calls to poison control centers across the United States in 2010, 6,959 calls in 2011, and 1,901 calls in the first three months of 2012; and

**WHEREAS**, the manufacture, sale, and use of synthetic drugs has become a major problem that is negatively affecting the health, safety, and welfare of the citizens of the City of Brooksville; and

**WHEREAS**, the State of Florida, in an attempt to curtail the marketing, sale, and consumption of synthetic drugs has added in Chapter 893, Florida Statutes, several dozen of the chemicals and chemical compounds used in the manufacture of synthetic drugs as controlled or prohibited substances; and

**WHEREAS**, it has been determined that the manufacturers and producers of synthetic drugs can slightly alter the molecular make-up of the chemicals or chemical compounds to avoid regulation under the state statutes; and

**WHEREAS**, due to the ease of making slight molecular alterations of these chemicals or chemical compounds, law enforcement agencies have found it extremely difficult to bring criminal charges against the manufacturers, producers, and marketers of synthetic drug products; and

**WHEREAS**, investigations by the City of Brooksville Police Department into the manufacture, marketing, sale, use, and consumption of synthetic drugs have proven to be lengthy, costly, and manpower intensive; and

**WHEREAS**, the City of Brooksville Police Department has indicated that continued enforcement of synthetic drugs under the state statutes has been, and will be, hampered merely by the slight changing of the molecular make-up or recipe of the chemicals or chemical compounds used in the manufacture of synthetic drugs in order to defeat law enforcement investigations; and

**WHEREAS**, it is not the intent of this ordinance to interfere with legitimate actions and conduct of individuals which are protected under the constitutions and laws of the United States and the State of Florida.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals above are acknowledged as true and correct and are incorporated herein as legislative findings of fact.

**SECTION 2. APPLICABILITY.** This ordinance shall apply to all incorporated and annexed areas of the City of Brooksville.

**SECTION 3. CODE OF ORDINANCES.** The Code of Ordinances of the City of Brooksville, Florida, Chapter 58, "Offenses and Miscellaneous Provisions," is hereby amended by including therein the following Article III, "Synthetic Drugs:"

## **CHAPTER 58. OFFENSES AND MISCELLANEOUS PROVISIONS**

### **ARTICLE III. SYNTHETIC DRUGS**

#### **Sec. 58-41. Title.**

This article shall be known and may be cited as the "City of Brooksville Synthetic Drug Ordinance."

**Sec. 58-42. Intent.**

It is the intent of the City of Brooksville City Council to protect the health, safety, and welfare of its citizens by prohibiting the possession, use, sale, and manufacture of synthetic substances as defined herein which, when consumed, mimic the effects of marijuana, narcotics, or other controlled substances.

**Sec. 58-43. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Synthetic Chemical or Synthetic Chemical Compound* refers to a chemical or chemical compound whose molecular make up is similar to those substances listed as controlled substances in Chapter 893, Florida Statutes, and whose intended primary use when introduced into the human body is to mimic the effects of a controlled substance.

*Synthetic Drugs* means both "synthetic cannabinoids" and "bath salts" as defined in this ordinance.

*Synthetic Cannabinoids* means any herbal or plant material which has been soaked, sprayed, or otherwise enhanced with a synthetic chemical or synthetic chemical compound that enables the herbal or plant material, or the smoke emitted from its burning, to mimic or simulate the effects of a controlled substance when inhaled, ingested, or otherwise introduced into the human body. Any herbal or plant material described above shall be considered a synthetic cannabinoid regardless of the labeling posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption", "not for smoking", or contains some other similar statement. The fact that a herbal or plant material, packaged and advertised as a food additive, plant food, insect repellent, potpourri, incense, etc..., has been soaked, sprayed, or otherwise enhanced with a synthetic chemical or synthetic chemical compound which has no legitimate relation to the advertised use of the product may be considered in determining whether the product is considered a synthetic cannabinoid. This term specifically does not include any herbal or plant material containing synthetic chemicals or chemical compounds which: (1) require a prescription; (2) are approved by the United States Food and Drug Administration; and (3) are dispensed in accordance with Florida and federal law.

*Bath Salts* means any granular, powdered, stick, or block material which has been treated, or otherwise enhanced with a synthetic chemical or synthetic chemical compound that enables the material, or the smoke emitted from its burning, to mimic or simulate the effects of a narcotic or other controlled substance when inhaled, ingested, or otherwise introduced into the human body. Any material described above shall be considered a synthetic drug regardless of the labeling posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption", "not for smoking", or contains some other similar statement. The fact that a material, packaged and advertised as a cleaning agent, food additive, therapeutic bath crystals, plant food, insect repellent potpourri, incense, etc..., has been soaked, sprayed, or otherwise enhanced with a synthetic chemical or synthetic chemical compound which has no legitimate relation to the advertised use of the product may be considered in determining whether the product is considered a synthetic drug. This term specifically does not include any material containing synthetic chemicals or chemical compounds which: (1) require a prescription; (2) are approved by the United States Food and Drug Administration; and (3) are dispensed in accordance with Florida and federal law.

*Controlled Substance* means any substance defined or listed in schedule I, II, III, or IV of section 893.03, Florida Statutes, as amended including any isomers, esters, ethers, salts, and salts of isomers, esters, and ethers of such substances.

**Sec. 58-44. Determination of a Product as a Synthetic Drug.**

The following factors, taken in the totality of the circumstances, may be considered in determining whether a product, substance, or other material should be classified as a synthetic drug. For the purposes of enforcement pursuant to section 58-47 of this article, the establishment of two or more of these factors shall constitute *prima facie* evidence that the product is a synthetic drug.

- A. Marketing: A product routinely advertised to be a substance for which it is rarely, if ever, suitable to be used for (i.e. – incense, potpourri, food additive, therapeutic bath crystals, plant food, insect repellent, iPod cleaner, glass cleaner, etc...).
- B. Sales Location: Products displayed and sold in businesses such as liquor stores, smoke shops, and gas/convenience stores where such advertised products are not typically sold.
- C. Labels and Packaging:
  - 1. Products marketed as common non-consumable products which contain warnings not normally found on such products. The warnings may be similar, but not limited to, "not for human consumption", "not for purchase by minors", etc..., or
  - 2. Products containing notices on the package not normally found on similar products such as, but not limited to, "does not contain any chemical compounds prohibited by state law", "contains no prohibited chemicals", "product is in accordance with State and Federal laws", "product is in compliance with new Florida Law HB 1175", "does not contain AM2201 or any DEA banned substance, "legal herbal substance", "100% compliant guaranteed", "100% chemical free", "100% synthetic free", etc....
  - 3. Products whose package labeling suggests the user will achieve a "high", euphoria, relaxation, mood enhancement, or that the product has other effects on the body.
- D. Price: The price of the advertised product is much more expensive than other products marketed in the City of Brooksville for the same or similar use.
- E. Misleading Directions: The product contains directions for the product's use, which is not consistent for the type of product advertised (Example: "Place caplet over door to enhance mood.").
- F. Similarity to Illicit Street Drugs:
  - 1. Products designed to make the substance appear similar to illicit street drugs (such as a white powder made to resemble cocaine, or an herbal substance dyed green to resemble marijuana); and/or
  - 2. Products advertised using brand names and packaging designed to make the product appear similar to illicit street drugs, or labeled with names similar to commonly used street slang for illicit drugs, which names or labeling has no relation to the advertised use of the product being sold. (Common brand names currently being used include, but are not limited to, "AK-47", "Aroma", "Atomic", "Aura", "Aurora Incense", "Barely In", "Black Mamba", "Black Rob", "Bliss", "Blizzard", "Blue Silk", "Bonzai Grow", "Boombay Blue", "Brain Storm", "Bullet", "Buzz", "California Dreams", "Charge Plus", "Charlie", "Chill X", "Chronic Spice", "Cloud 9", "Dank", "Daylights", "Dead Man Walking", "Demon", "Diable Botanical Incense", "Dragons Fire", "Drone", "D-ZL", "Earth Impact", "Earthquake", "Eight Balls", "Energy-I", "Euphoria", "Fake Weed", "Fuzzy Wuzzy", "G-13", "G-20", "Galaxy Gold", "Genie", "Grape Ape Herbal Incense", "Green Buddha", "Guerrilla Warfare", "Hayze", "Hypnotig", "Hurricane", "Hurricane Charlie", "Hush",

"Ivory Wave"; "Jazz", "Joker", "K-2", "K-3", "K-3 Legal", "Kryptonite", "Kush", "Kush Mania", "Lovely Dovey", "Lucid", "Lunar Wave", "Maddie", "Mad Hatter", "Makes Scents", "Man of Steel", "Matrix", "Maui Wowie", "MCAT", "MDPV", "MDPK", "Meow Meow", "Meph", "Mind Trip", "Moon Rocks", "Mr. Happy", "Mr. and Mrs. Marley", "Mr. Nice Guy", "MTV", "Mystery", "Nightlights", "Ocean", "Ocean Blue", "Ocean Burst", "OMG", "O-Zone", "Peeve", "Pineapple Express", "Pixie Dust", "Posh", "Pot-Pourri", "Puff", "Pulse", "Pure Ivory", "Purple Haze", "Purple Wave", "PV", "Red Dove", "Scarface", "Scooby Snax", "Scope", "Sence", "Serenity", "Skunk", "Sky High", "Smoke", "Snow Leopard", "Solar Flare", "Soul Sence", "Space Truckin", "Spice", "Spice 99", "Spice Gold", "Spice Silver", "Stardust", "Stinger", "Sugar Sticks", "Supper Coke", "Three Monkey Incense", "Tiger Shark", "Vanilla Sky", "Voodoo", "Voodoo Child", "White Dove", "White Knight", "White Lightening", "Zohai", and a group of products marketed as from "The Spice Guy".)

- G. Ingredients: A product which has been enhanced with a synthetic chemical or synthetic chemical compound that has no legitimate relation to the advertised use of the product but mimics the effects of a controlled substance when the product, or the smoke from the burned product, is introduced into the human body.
- H. Verbal or Written Representations: Verbal or written representations made at the place of sale or display regarding the purpose, methods, use, or effect of the product.

**Sec. 58-45. Prohibited Acts**

- A. The possession, use, sale, distribution, production, or manufacture of synthetic drugs, as defined in this ordinance, is prohibited in the City of Brooksville.
- B. The display for sale or marketing of synthetic drugs, as defined in this ordinance, on retail store shelves is prohibited in the City of Brooksville.
- C. The advertisement of synthetic drugs, as defined in this ordinance, is prohibited in the City of Brooksville.
- D. The display for sale, marketing, advertisement, or other offer for sale of any product described in section 58-44 above is prohibited in the City of Brooksville.

**Sec. 58-46. Laboratory Analysis**

Any laboratory analysis of suspected synthetic drug products shall be conducted by a state certified private laboratory, competent to provide expert testimony in a court of law as to the chemical contents of the product and to the effect such contents may have if introduced into a human body. Upon the administrative determination of a violation, costs for such analysis and expert testimony shall be assessable against the person or entity charged with the violation.

**Sec. 58-47. Enforcement and Penalties**

Primary responsibility for the enforcement of this ordinance shall be with the City of Brooksville Police Department. Any law or code enforcement officer designated by the City is hereby empowered to initiate enforcement proceedings when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a violation of this provision. This ordinance may be enforced as a violation of the City of Brooksville Code of Ordinances pursuant to Article VIII, Section 8-1.5.G. of the City of Brooksville Land Development Code. For the purposes of enforcement of this ordinance, a separate code violation shall be considered to occur each day the original violation continues. This ordinance is enforceable against any natural person, business entity, trust, partnership, corporation, lessee, or property owner. Due to the dangerous medical and health effects the products prohibited by this

ordinance can have on the user of the product, each violation shall be considered a serious threat to the public health, safety, and welfare of the citizens of the City of Brooksville.

**SECTION 4. CONFLICT WITH STATE LAW.** Nothing in this ordinance is intended to conflict with the provisions of the Florida Constitution or any Florida Statute. In the event of a direct and express conflict between this ordinance and either the Florida Constitution or the Florida Statutes, then the provisions of the Florida Constitution or Florida Statutes, as applicable, control.

**SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this ordinance invalid or unconstitutional.

**SECTION 6. INCLUSION IN THE CITY OF BROOKSVILLE CODE.** The provisions of this ordinance shall be included and incorporated in the City of Brooksville Code of Ordinances, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the City of Brooksville Code of Ordinances.

**SECTION 7. FILING OF ORDINANCE AND EFFECTIVE DATE.** In accordance with the provisions of §166.041, Florida Statutes, governing city ordinances, a copy of this ordinance shall be recorded in a book kept for that purpose. This ordinance shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

**SECTION 8. AMENDMENT BY RESOLUTION**

Section 58-44.F.2. of this article concerning common brand names used to market synthetic drugs may be amended by resolution of the City of Brooksville City Council.

**CITY OF BROOKSVILLE**

By: \_\_\_\_\_  
Lara Bradburn, Mayor

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

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 CITY COUNCIL  
Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Hohn \_\_\_\_\_  
Johnston \_\_\_\_\_

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



**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR**  
**SUBJECT: MOSQUITO CONTROL INTERLOCAL AGREEMENT**

Handwritten signatures of T. Jennene Norman-Vacha and Richard W. Radacky, with the name "Radacky" written in large letters below the signature.

**DATE: JUNE 10, 2013**

**GENERAL SUMMARY/BACKGROUND:** At the City Council meeting of May 6, 2013, the Council approved Ordinance Number 835 (Attachment 1) for Mosquito Control Services within the City of Brooksville.

As a requirement of Ordinance 835, the City must enter into an interlocal agreement with Hernando County for mosquito control services. The proposed Interlocal Agreement is provided as Attachment 2 for Council's review.

Please note that Exhibit A of the Interlocal Agreement outlines the details as to the services that will be provided to the City. Services will include adulticiding through aerial spray, tracking and surveillance of adult mosquitoes, and larvaciding through tire removal and stocking mosquito fish in areas holding water.

**BUDGET IMPACT:** The Hernando County Board of County Commissioners established a 0.0844 millage rate for mosquito control for Fiscal Year Budget 2013. Peter Taylor, Hernando County Mosquito Control Manager, has advised that County staff will be requesting a millage of 0.1000 for the Fiscal Year Budget 2014. (It should be noted that 0.1000 mils is the maximum cap for the millage rate in County and City ordinances). A millage rate of 0.1000 multiplied by the City's estimated taxable value of \$362,000,000 for Fiscal Year Budget 2014 would generate \$36,200.

**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 Chapters 163.01 and 166.021, Florida Statutes, and pursuant to Sections 1.01 and 1.03 of the Charter, the City has the power to enable it to conduct municipal functions and to carry out those functions.

**STAFF RECOMMENDATION:** Staff recommends approval of the attached Interlocal Agreement with Hernando County for Mosquito Control Services and authorize the Mayor to execute the agreement on behalf of the City Council.

- ATTACHMENTS:**
1. Ordinance No. 835
  2. Interlocal Agreement between the City of Brooksville and  
Hernando County Board of County Commissioners

# Attachment 1

**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.

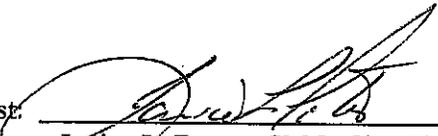
SECTION 6. Conflict. Any ordinance or code of the City, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

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

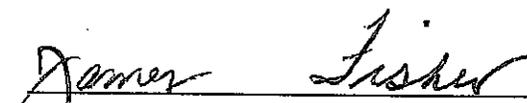
By:   
Lara Bradburn, Mayor

PASSED on First Reading April 15, 2013  
NOTICE Published on April 26, 2013  
PASSED on Second & Final Reading May 6, 2013

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

VOTE OF COUNCIL:

Bernardini	<u>AYE</u>
Bradburn	<u>AYE</u>
Burnett	<u>AYE</u>
Hohn	<u>AYE</u>
Johnston	<u>AYE</u>

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

# Attachment 2

**INTERLOCAL AGREEMENT FOR  
MOSQUITO CONTROL SERVICES**

**THIS AGREEMENT** is by and between the **CITY OF BROOKSVILLE**, a municipal corporation under the laws of the State of Florida (hereinafter "CITY"), and **HERNANDO COUNTY**, a political subdivision of the State of Florida, (hereinafter "COUNTY"). References to Hernando County Mosquito Control, when stated, also apply to the COUNTY and are one in the same.

**WITNESSETH:**

**WHEREAS**, the COUNTY is presently providing Mosquito Control Services in all areas inside of the CITY's municipal limits; and,

**WHEREAS**, the COUNTY and the CITY are authorized to enter into this Agreement pursuant to the provision of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," pursuant to the provision of Chapter 125, Florida Statutes and pursuant to the provision of Chapter 166, Florida Statutes; and,

**WHEREAS**, the CITY and the COUNTY recognize that there are benefits associated with a regional approach to the management of Mosquito Control Services; and,

**WHEREAS**, the CITY owns properties, water retention areas and ponds; storm drains; catch basins; water treatment facilities; and other mosquito producing structures, and drainage systems which are located in areas in which the COUNTY is providing Mosquito Control Services; and,

**WHEREAS**, the CITY enacted Ordinance No. 835, on May 6, 2013, consenting to the inclusion of the CITY in the Hernando County Mosquito Control Municipal Service Taxing Unit for the purposes of funding and maintaining a comprehensive, COUNTY-wide Mosquito Control Services; and,

**WHEREAS**, the CITY and the COUNTY desire to provide for continued mosquito control inspections, mosquito surveillance (trapping and identification); mosquito adulticiding; mosquito larviciding; mosquito-eating fish stocking; mosquito landing-rate counts; and sentinel flock monitoring for mosquito-borne diseases,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which is hereby agreed and acknowledged, the CITY and the COUNTY hereby agree as follows:

1. **Recitals.** The above Recitals are incorporated herein and made a part hereof.
2. **Purpose.** The purpose of this Agreement is to define the Mosquito Control Services that the COUNTY provides and will continue to provide to the CITY, through funds derived from the Hernando County Management Municipal Service Taxing Unit (MSTU). Said funds have been

and will continue to be paid by and collected from CITY residents in exchange for the specific mosquito management and compliance services/tasks described herein.

3. **Authority for Agreement.** The COUNTY and the CITY are authorized to execute this Agreement in accordance with Florida law, including, but not limited to, Chapters 125, 163 and 166. The CITY and COUNTY, respectively, warrant and represent each to the other that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of their respective Governing Bodies, this Agreement has been executed and delivered by their respective authorized officer, and this Agreement constitutes the legal, valid and binding obligation of the respective parties, enforceable against them in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

**TERMS OF AGREEMENT:**

4. **Mosquito Control Services:** For the purpose of this agreement only, Mosquito Control Services are those services provided by Hernando County Mosquito Control to the City of Brooksville Florida, and are implemented inside the CITY's municipal limits and *not* located on private property. Generally, such services are prescribed and implemented on public property or along street right-of-ways, and include, but are not limited to: water retention areas and ponds; storm drains; catch basins; water treatment facilities; other mosquito-producing structures; and drainage systems. Non-CITY areas are those areas located outside the CITY's municipal limits, or are located on private property. The City of Brooksville shall permit Hernando County Mosquito Control to access all applicable lands, structures and waters for the implementation of Mosquito Control Services. Mosquito Control Services will be conducted according to all Federal, State and local laws, ordinances and statutes. "Mosquito Control Services" include but are not limited to those services described in Exhibit "A", attached hereto and considered as if included in haec verba.

5. **Mosquito Control Threshold Inspection Services:** Hernando County Mosquito Control shall provide adult and larval, pre-treatment, mosquito control inspection services to appropriate CITY-owned breeding and harborage sources in aquatic and terrestrial habitats, properties, right of ways, easements, and other areas.

6. **Mosquito Control Threshold Surveillance and Mosquito Trapping Services:** The CITY shall allow and the COUNTY shall perform all tasks associated with mosquito trapping, landing counts, and larval dipping in all relevant, CITY-owned lands and waters, and the COUNTY shall, as needed, survey and assess mosquito-population dynamics, and control tasks. These activities are required to legally, and practically justify all mosquito control operations and applications, and therefore, pursuant to the terms and conditions of this agreement, the COUNTY shall provide for the performance of said tasks in appropriate intervals and amounts in order to perform and provide the services described herein to the CITY. Permitted mosquito control operations shall also include, and the COUNTY shall provide, the following services: painting, repairing or replacing all mosquito traps and mosquito-surveillance equipment, which may become damaged or inoperable, or in need of maintenance while in use within the CITY.

7. **Mosquito Control Adulticide Application Services:** Hernando County Mosquito Control shall conduct adult mosquito control spray missions within the CITY, as needed when mosquito populations have been verified, to exceed the acceptable levels described above and prescribed by licensed, State-of-Florida Hernando County Mosquito Control Technicians. All operations shall be approved by the COUNTY's Director of Mosquito Control. Mosquito Control Service requests will also be considered when scheduling Ultra Low Volume (ULV) mosquito-control applications by truck, ATV, hand fogger or other method, but shall not serve as the sole criteria for spraying any mission.

8. **Mosquito Control Larvicide Application Services:** The COUNTY shall conduct larviciding operations, which include the use of chemical control, biological control, mosquito breeding source reduction (i.e.: tire removal, container removal), and other methods to reduce or eliminate mosquito larvae.

9. **Mosquito Control, Mosquito-eating Fish Stocking Services:** Hernando County Mosquito Control shall stock and maintain native, mosquito-eating fish (*Gambusia* spp.) in aquatic areas of the CITY in order to reduce larval mosquito populations, where advantageous, and most effective, at the discretion of Hernando County Mosquito Control.

10. **Mosquito-borne Disease Monitoring and Sentinel Bird Serology Services:** Hernando County Mosquito Control shall provide sentinel-flock serology services within the CITY boundaries, and those areas outside the municipal limits of the City of Brooksville, which are also important to the CITY because of the proximity and potential for mosquito-borne disease outbreaks or occurrences.

11. **Records and Reporting:** Hernando County Mosquito Control shall document all mosquito-control applications performed, and shall provide the CITY quarterly reports with a copy to the CITY's Public Works Director. The services provided by the COUNTY to the CITY include, but are not limited to, those tasks/services described in Exhibit "A" which is attached hereto and is to be considered as if herein included in haec verba.

12. **Payment.** Through consent and participation of the CITY within the Hernando County Mosquito Control Municipal Service Taxing Unit, payment shall be provided through the COUNTY tax-collection procedures.

13. **Term & Termination.** This Agreement shall renew on September 30, 2014, and on September 30th of each year, thereafter, unless terminated by either party on or before April 1st of the year in which the terminating party wishes to end the Agreement. Termination is made effective by written notice delivered by the terminating party to the non-terminating party at the addresses set forth herein.

14. **Notice.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged

by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

**Hernando County**  
Board of County Commissioners  
20 N. Main Street  
Brooksville, Florida 34601

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

**With a Copy To:**  
The Hogan Law Firm, LLC  
20 S. Broad Street  
Brooksville, Florida 34601

15. **Disclaimer.** Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

16. **Waiver.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

17. **General.** The invalidity of any provision of this agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this agreement. Time shall be of the essence of this agreement. This agreement constitutes the entire agreement among the parties and shall not be modified or amended except with consent in writing of the parties hereto. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. The parties agree that this contract is consummated and entered into in Hernando County, Florida.

18. **Default.** It is expressly agreed between the parties hereto that in the event the CITY determines the COUNTY, or the COUNTY determines the CITY, to be in default of any of the conditions, covenants, or agreements of this Agreement, the City Manager for the CITY (Manager) and the County Administrator of the COUNTY (Administrator) whichever is alleging a default will provide written notice thereof to the Administrator/Manager of the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged to be in default shall, within (15) calendar days of the receipt of

~~such notice, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, that during said fifteen (15) calendar-day period of the Administrator/Manager of the entity alleged to be in default disagrees with the determination of the entity alleging default, then in such event both Administrator/Manager shall meet and discuss the alleged default and possible correction thereof.~~

19. **Disputes.** The City Manager for the CITY and the County Administrator for the COUNTY shall use their best efforts and diligence to amicably resolve any dispute or disagreement concerning any provision of this Agreement; however, failing which after best efforts and diligence, then any dispute to this Agreement shall be resolved by a civil court located in Hernando County. For purposes herein, the parties agree that should such dispute result which necessitates judicial intervention, that all conditions and prerequisites under the Florida Governmental Conflict Resolution Act (set forth in Chapter 164, Florida Statutes) shall be deemed to have been met and that the parties shall be presumed to be at impasse for all purpose including judicial review. Further, to the extent allowed by law, the parties expressly waive all procedures, processes and time frames set forth in Chapter 164, Florida Statutes.

20. **Governing Law.** All questions, issues or disputes arising out of or under this contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by the parties to be in Hernando County, Florida, and Federal jurisdiction is hereby agreed by the parties to be in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida. The parties hereby agree that the jurisdiction and venue of all disputes arising out of this agreement lie in no Court other than those stated above.

21. **Force Majeure.** In the event either party's performance of this Agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, or an order, judgment or injunction of any court, or state or deferral administrative agency exercising jurisdiction over the subject matter of this Agreement, or a federal or state statute, or the incorporation of previously unincorporated areas with Brooksville, that the parties shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

22. **Binding Effect.** This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

23. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereunto have caused the execution by their duly authorized officials on the dates indicated below.

**HERNANDO COUNTY, FLORIDA**

**CITY OF BROOKSVILLE**

*Signature*

*Signature*

David D. Russell, Jr.

Lara Bradburn

*Printed Name*

*Printed Name*

Chair, Hernando County Board of County Commissioners

Mayor, City Council

*Title*

*Title*

*Date*

*Date*

*ATTESTED to by the County Clerk*

*ATTESTED to by the City Clerk, Janice Peters, CMC*

Approved as to form and content for the reliance of Hernando County only.

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

*County Attorney*

*City Attorney*

# EXHIBIT A

**CITY OF BROOKSVILLE  
WORK PLAN FOR MOSQUITO CONTROL**

EXHIBIT A

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**

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	
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 (\$6.91 X 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
N...lar XRT Spinosyn A+D 6...% 8329-84			X				945 (\$3.64 X 945 = \$3,439.8)	2 ACRES

**CITY OF BROOKSVILLE  
WORK PLAN FOR MOSQUITO CONTROL**

EXHIBIT A

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

<b>LARVICIDES</b> PLEASE REFERENCE ENCLOSED CHEMICAL DATA SHEET BE SURE TO LIST % OF ACTIVE INGREDIENT	<b>L</b> <b>I</b> <b>Q</b> <b>U</b> <b>I</b> <b>D</b>	<b>S</b> <b>A</b> <b>N</b> <b>D</b>	<b>S</b> <b>O</b> <b>L</b> <b>I</b> <b>D</b>	<b>S</b> <b>O</b> <b>L</b> <b>I</b> <b>D</b>	<b>L</b> <b>I</b> <b>Q</b> <b>U</b> <b>I</b> <b>D</b>	<b>S</b> <b>A</b> <b>N</b> <b>D</b>	<b>PROJECTED PURCHASE</b> <b>GALLONS/POUNDS/UNITS</b>
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

<b>BIOLOGICAL CONTROL</b>	<b>NUMBER OF RELEASE SITES</b>	<b>TOTAL NUMBER OF RELEASES</b>	<b>AVERAGE NO. PER RELEASE</b>
<b>FISH PLACEMENT</b>	50	1,500	30
<b>OTHER PREDATORS</b>	NO		

**III. DESCRIPTION OF PROGRAM ELEMENTS**

**SURVEILLANCE**

<b>NUMBER OF CITIZEN COMPAINTS PER YEAR (ESTIMATE)</b>	150
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<b>BASIC METHODS USED FOR MOSQUITO POPULATION MEASUREMENT</b>	<b>TOTAL NUMBER OF SITE SAMPLES PER WEEK</b>	<b>WEEKS OF COLLECTIONS</b>	<b>TOTAL NUMBER OF SITES USED</b>	<b>NUMBER IN ORDER OF FREQUENCY OF TRAPS/OTHER USED</b>
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
<b>SPECIAL SURVEYS</b>	<b>NUMBER OF SITE SAMPLES PER SEASON</b>	<b>NUMBER OF COLLECTIONS</b>	<b>TOTAL NUMBER OF BIRDS USED</b>	<b>NUMBER IN ORDER OF FREQUENCY OF TRAPS USED</b>
SENTINEL FLOCK SEROLOGY	128	32 WKS	4	1/WK

**MOSQUITO IDENTIFICATION**

<b>NUMBER OF EMPLOYEES COMPLETING ID CLASS</b>	5
<b>NUMBER OF MICROSCOPES</b>	2
<b>ROUTINE LOCAL ID PROGRAM</b>	YES
<b>COMPUTERS USED IN ANALYSIS</b>	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

EXHIBIT A

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
2001	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**

EXHIBIT A

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

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>TONNAGE TREATMENT EQUIPMENT</b>	<b>USED FOR</b>	<b>VEHICLE/ ASSET NUMBER</b>
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

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – June 17, 2013**

1.    **TYPE:**                    Letter  
      **RECEIVED:**         May 13, 2013  
      **RECEIVED FROM:**   Hernando County Arts Council  
      **ADDRESSED TO:**   Rachel Fogarty-Olesen, Art Gallery Coordinator  
      **SUBJECT:**            Approval of the 2013 Hernando County Arts Council Grant
  
2.    **TYPE:**                    Letter  
      **RECEIVED:**         May 31, 2013  
      **RECEIVED FROM:**   Hernando County Property Appraiser  
      **ADDRESSED TO:**   Steve Baumgartner, Finance Director  
      **SUBJECT:**            2013 City of Brooksville Good Faith Estimate of Taxable Value

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

**JOHN C. EMERSON**  
**HERNANDO COUNTY PROPERTY APPRAISER**  
**PHONE: (352) 754-4190**  
**WEBSITE: www.hernandocounty.us/pa**

◆ **BROOKSVILLE OFFICE** ◆

20 N. Main St., Room 463  
Brooksville, FL 34601-2893

Fax Numbers:

Administration (352) 754-4198  
Central GIS (352) 754-4198  
Exemptions/Tangible (352) 754-4194



"To Serve & Assess With Fairness"

◆ **WESTSIDE OFFICE** ◆

7525 Forest Oaks Blvd.  
Spring Hill, FL 34606-2400

Fax Numbers:

Addressing (352) 688-5060  
Exemptions (352) 688-5088  
Real Property (352) 688-5087

May 31, 2013

Mr. Steve Baumgartner, Finance Director  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601-2042

Re: 2013 City of Brooksville Good Faith Estimate of Taxable Value

Dear Mr. Baumgartner:

Pursuant to Florida Statutes 200.065 (7), following is the *good faith estimate* of taxable value for the City of Brooksville.

We are still receiving and analyzing market information, including income and expense returns and Tangible Personal Property returns (which were due on May 15 for the majority of accounts). Thus, the following estimates will change between now and July 1.

Levy District	Taxable Value
City of Brooksville	\$360,000,000

Please note these figures are exclusive of current Net New Taxable Value, pursuant to F.S. 200.065 (1), which is estimated to be approximately \$2.6 million.

I will notify you if any drastic change in the estimate occurs.

Sincerely,

John C. Emerson CFA  
Hernando County Property Appraiser

CTN  
06-17-13  
JW

The  
**Hernando County**  
*Arts Council*  
PO Box 1998  
Brooksville, Florida 34605-1998  
[www.hernandoarts.org](http://www.hernandoarts.org)

Roger Carlton Sherman, Chairman  
Paul Shook, vice chairman  
Deborah Dallas, Secretary  
Kim Bryant, Treasurer  
Liz Southard  
William Yersick  
-----  
Denzil Southard  
executive director

May 13, 2013

City Sculpt 2013 / Brooksville City Hall Art Gallery  
Rachel Fogarty - Olesen  
201 Howell Ave.  
Brooksville FL, 34601

Dear Rachel Fogarty - Olesen,

We are pleased to inform you that your organization has been approved for a Hernando County Arts Council Grant for 2013.

While available funds did not allow us to provide the full requested amount in most cases, we are awarding your group \$400.00.

Presentation of these awards will be made on June 13 at the next regular meeting of the Council. Please arrange for a member of your organization to be present at the meeting, which begins at 4 pm at our offices on Horse Lake Road.

We are pleased to be able to assist you as you impact the artistic and cultural climate of Hernando County.

Sincerely,



Roger Carlton Sherman  
Chairman

CTN  
06-17-13  
JMW