

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

AGENDA

August 5, 2013

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Hernando Youth Leagues, Inc. – Brooksville Girls Softball Division**
Appreciation to the City for their participation with the Dixie Girls Softball State Tournament held at Tom Varn Park.

Presentation: Danny Brooks, Florida Dixie Girls
State Director & Christie Williams,
HYL Girls Softball Director

2. **Florida Water Professionals Week Proclamation**
A Proclamation proclaiming August 12 – 16, 2013, as Florida Water Professionals Week.

Presentation: Mayor
Attachments: Proclamation

D. CITIZEN INPUT

E. CONSENT AGENDA

1. **Minutes**
a. March 4, 2013 Regular Meeting
b. June 3, 2013 Regular Meeting
2. **Boom/Crane Unit Bid No. UD2013-03 Award**
Consideration of award of bid to Ring Power for the not-to-exceed amount of \$107,000.
3. **Paving for Parks Projects Bid No. PR2013-04 Award**
Consideration of award of Paving Projects bids to Goodwin Brothers Construction in the not-to-exceed amount of \$173,412.51.
4. **Department of Corrections - Work Crew Contract #WS870**
Consideration of Inmate Work Squad Contract #WS870 for an amount not-to-exceed \$58,004.

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5. **Correction to the 2013/14 Federal Edward Byrne Memorial Justice Assistance Grant (JAG) Program Allocations**

Approval of correction to the allocation of local Federal Edward Byrne Memorial JAG funding as approved by the Hernando County Substance Abuse Policy Advisory Board.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Director of Public Works dated 07/22/13, Bid Certifications; 3) Memo from Director of Parks, Facilities & Recreation dated 07/25/13, Bid Certification, Fund 113 Detail; Agreement; 4) Memo from Director of Public Works dated 07/26/13; Agreement; 5) Memo from Police Chief dated 08/05/13; Memo from FDLE Administrator Herring, Mayor's Letter of Agreement to Allocation

F. REGULAR AGENDA

1. **Supervisor of Elections**

Consideration for consolidation of City of Brooksville voting precincts.

Presentation: Shirley Anderson, Supervisor of Elections
Recommendation: Direction to Supervisor of Elections
Attachments: Letter from Supervisor of Elections dated 06/28/13, Voter Data

2. **Great Brooksvillian Selection**

Review of Screening Committee recommendations and selection of the 2013 Great Brooksvillian recipient.

Presentation: City Clerk and Screening Committee Chair
Recommendation: Approval of Appointment or Direction to Staff
Attachments: Memo from City Clerk and Screening Committee Chair dated 08/05/13; Nominees

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- G. CITIZEN INPUT
- H. ITEMS BY COUNCIL
- I. 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 Florida Water & Pollution Control Operators Association is a statewide organization composed of water industry professionals who dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and stormwater; and,

Whereas, this organization is committed to protecting the health of Florida's citizens and our state's natural resources, and supports the training, certification, and licensing of water industry personnel as a means to achieve these goals; and,

Whereas, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and,

Whereas, each year the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Week, which applauds their constant efforts to protect our health and environment.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby proclaim August 12 – 16, 2013, as

Florida Water Professionals Week

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 5th day of August, 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**

March 4, 2013

7:00 P.M.

Brooksville City Council met in regular session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn, Council Members Frankie Burnett and Joseph E. Johnston, III present. Also present were James Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; 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. A member of the Hernando Times was also present.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghiotto Improvement Award – Residential Award

Recognition of improvements to the property of Mr. and Mrs. Alphonso Goodson, located at 1340 E. Jefferson Street.

Scott Renz, Beautification Board Chair reviewed the award and along with Mayor Bradburn presented the award to Mr. Goodson.

Margaret R. Ghiotto Improvement Award - Commercial Award

Recognition of improvements to the property d/b/a House of Passage, located at 5 N. Main Street.

Scott Renz, Beautification Board Chair reviewed the award and with Mayor Bradburn presented the award to owner Ann Daniel Borgialli. Ms. Borgialli introduced her daughter and spoke about her shop.

Metropolitan Planning Organization (MPO) Apportionment Plan

Presentation and update of the draft Apportionment Plan for Hernando and Citrus County to combine into one Transportation Planning Organization.

Dennis Dix, Transportation Planning Coordinator for the Hernando County MPO, reviewed a PowerPoint Presentation regarding the issue, which is based upon changes to the Census that affects MPO designations, boundaries and membership apportionment.

There are two new urbanized areas in the State of Florida, one in Highlands County and one in Citrus County. Another interesting fact he pointed out is that there are 26 MPOs in the State of Florida and the Governor has stated there will be no new MPO boards. So the new urbanized areas have to collaborate with neighboring MPOs. Citrus County has three options: Marion County, Lake Sumter County or to Hernando County. They are starting with us because they are interested in north/south travel by way of the Suncoast corridor. The MPO has discussed apportionment possibilities. Citrus County is not as far ahead as Hernando County is and will be holding apportionment workshops over the next two weeks to decide if they want to proceed.

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The earliest a new apportionment plan could be adopted, should Citrus County opt in, would be in March 26th. The Governor wanted the issue resolved by April 1st but Mr. Dix is not sure this will happen. As soon as information is received from Citrus County he will be back to fill in Council on the project.

Mayor Bradburn explained that the purpose of the MPO is that the City and County work together to decide transportation priorities for the future of the City and County. It is vital in securing state and federal funding for our roads.

Mr. Dix advised an MPO is created by Federal Highway when a population reaches 50,000 in an urbanized area. The plans go out 20 years; the current plan to 2035. MPO's are being encouraged to join with other area MPO's to do something more regional. Mayor Bradburn added that Bill Geiger has been the City's liaison on those conversations.

Right-of-Way Sign Violation Update

Update on current right-of-way sign violations in the City.

Director of Community Development reviewed that the snipe signs that show up in the medians are a nationwide problem because it is a cheap way to advertise. He advised staff meets with the business owners, reviewing code and fines. They also work with event organizers, as well as the County, such as the Supervisor of Elections Office regarding candidate signs. Director Geiger advised the first fine is \$50. Discussion ensued of the fines and fees. Director Geiger indicated the system is working it's just a continual process.

CITIZEN INPUT

Mayor Bradburn asked for public input.

Theresa Keenan, with Hernando County asked that the Fluoridation item be placed on the April agenda. Mayor Bradburn advised a letter had been sent which indicated the item would best be heard during the budget process.

Dr. Johnny Johnson, a pediatric dentist in Palm Harbor, advised he's seen the kids that haven't been exposed to fluoridation, advising oral abscesses due to tooth decay can lead to death if not treated. He advised there is an abundance of misinformation on the subject and it is his desire to have fluoridation.

Council Member Burnett requested a meeting with Dr. Johnston to discuss the issue.

CONSENT AGENDA

Minutes

December 3, 2012 Regular Meeting
December 11, 2012 Pension Workshop

Beautification Board Member Removal

Consideration of Board recommendation to remove member for non-attendance.

Brooksville Housing Authority Board Member Removal

Consideration of Board recommendation to remove member.

2013 Annual Holiday and Meeting Schedule

Consideration of approval for correction of Council meeting dates for April 2013.

Regarding Item E-3, Council Member Burnett advised the City was not notified of Ms. Taylors departure in September until January 2013. He didn't feel the City has been kept informed of the

REGULAR COUNCIL MEETING MINUTES – March 4, 2013

happenings at the Brooksville Housing Authority.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Burnett for approval of Consent Agenda.

Vice Mayor Hohn asked that Item E-5, Special Assessment Interlocal Agreements be pulled for discussion.

Motion carried 4-0 for approval of Consent Agenda Items 1-4.

Special Assessment Interlocal Agreements

Consideration of Interlocal Agreements with the Hernando County Tax Collector and the Hernando County Property Appraiser for collection of assessments using the uniform method of collection.

Vice Mayor Hohn reviewed the costs associated with the agreements. He asked the difference in the costs of collection by the City. City Manager Norman-Vacha explained that the assessment would be attached to the homeowners' annual taxes and a lien would be applied to the property if not paid. Chief Mossgrove advised the fee of up to 2% is statutorily driven. Council Member Johnston advised that tax certificates are sold on properties that don't pay and the City would receive the monies.

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Hohn for approval of Consent Agenda Item E-5. Motion carried 4-0.

PUBLIC HEARINGS (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

Mayor Bradburn gave a brief review of the quasi-judicial process and called for proof of publication. City Clerk Peters indicated Item F1 was published on Wednesday, November 14, 2012, in the Hernando Today legal section of the Tampa Tribune and there is a copy of the affidavit for the record.

Mayor Bradburn asked that the credentials of Bill Geiger, Steve Gouldman, Cliff Manuel and Don Lacey be recognized by Council as expert witnesses.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Burnett for approval. Motion carried 4-0.

City Attorney Fisher advised there is a court reporter in attendance for this proceeding.

Mayor Bradburn asked that all staff material be adopted into evidence. (Attachment A)

Motion:

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

Mayor Bradburn polled Council if any ex-parte communications have taken place on the subject. All replied no except for Council Member Johnston who advised he had spoken to Cliff Manuel concerning December's meeting.

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Ordinance No. 833 – Evans Financial Services, LTD*

Request for a zoning classification of Residential Planned Development Project (PDP) consisting of 427 single family units.

[First Reading 11/05/12; Continued on 11/19/12; Continued on 12/17/12]

City Planner Steve Gouldman reviewed the rezoning request as documented in the staff report and entered into the record in its entirety (Attachment A).

Mayor Bradburn requesting all parties wishing to provide testimony on the subject be sworn. Bill Geiger, Steve Gouldman, Cliff Manuel, and Don Lacey were sworn by the Clerk.

Planner Gouldman advised there have been three primary issues; conditions and specificity, drainage, and traffic, which he reviewed as documented in the staff report attached herein.

He advised a letter had been received from the Home Owners Association (HOA) President of Wesleyan Village advising their concerns were for trees that are overhanging the property from the west side of Wesleyan Village and drainage. The HOA President indicated Wesleyan Village is not opposed to the development per se but would like the City to address the drainage issue adequately before approval.

Regarding traffic, Planner Gouldman advised the applicant has submitted a preliminary transportation analysis that shows the project will operate at less than 20 percent of its design capacity. The analysis also indicates that with the addition of the traffic generated by the Majestic Oaks development at project build-out, Mondon Hill Road will operate at approximately 58 percent of design capacity.

Regarding the MPO's 2025 Cost Affordable Plan and the 2035 Long Range Transportation Plan, it shows that this roadway, with Majestic Oaks included, will operate at a level of service B. Planner Gouldman believes that makes this one of the best functioning collector roadways in the County.

Vice Mayor Hohn asked what a "Level B" refers to. Planner Gouldman advised there are levels A-F based on volume and is a transportation term relating subjectively to....how long it takes you to get out of your driveway for instance.

Mayor Bradburn advised the studies of the adjoining roads have not been done and volume is only one component to safety.

Don Lacey of Coastal Engineering, having been sworn, reiterated that information had been provided as requested by Council regarding traffic and drainage. He indicated Coastal Engineering had worked with staff regarding changes to the recommended conditions and they have no objections. Mr. Lacey advised it is a compatible project, it has been through several stages at this point, staff and the Planning and Zoning Commission has recommended approval as do they.

Mayor Bradburn asked for public input; there was none.

Mayor Bradburn confirmed with staff and petitioner that the property boundary dispute will be handled by the affected property owners outside this process.

She confirmed with staff and petitioner that the language changes have been agreed to, which gives the City better standing to protect the community and is part of condition two. This point in the process is for zoning which dilutes entitlement should the petitioner never meet the other conditions. Mayor Bradburn advised that the Petitioner has taken great pains to meet with SWFWMD to address many of the drainage concerns on this property, which has been a great concern of Wesleyan Village.

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For final clarification, Mayor Bradburn referenced that the traffic conditions on Mondon Hill Road have been a significant concern as it relates to density, some of which has been addressed tonight. She looks forward to working with the petitioner in the future, should this go forward, to make sure that people travel safely in that area.

Motion:

Motion was made by Council Member Burnett and seconded by Vice Mayor Hohn for approval.

City Clerk Peters read Ordinance No. 833 by title, as follows:

**AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF PDP
(PLANNED DEVELOPMENT PROJECT), CONSISTING OF
RESIDENTIAL USES FOR CERTAIN REAL PROPERTY DESCRIBED
HEREIN; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Johnston advised he had previously had concerns which were addressed and he will be voting for approval.

Motion carried 4-0 upon roll call vote, as follows:

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

REGULAR AGENDA

Resolution No. 2013-02 Brooksville Housing Authority Member Reduction

Consideration of Resolution reducing the number of members on the Brooksville Housing Authority Board to five (5) plus one (1) alternate.

City Clerk Peters reviewed.

Council Member Burnett asked that a person from the South Brooksville area be appointed to the board, which was discussed. Mayor Bradburn advised no members could be replaced until expirations of terms.

Motion:

Motion was made by Vice Mayor Hohn and seconded by Council Member Johnston for approval of Resolution No. 2013-02.

City Clerk Peters read Resolution No. 2013-02 by title, as follows:

**A RESOLUTION REDUCING THE NUMBER OF BOARD MEMBERS ON
THE BROOKSVILLE HOUSING AUTHORITY.**

Motion carried 4-0 upon roll call vote as follows:

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

Mayor Bradburn, with Council consensus, moved the issue of the current membership to the next agenda.

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Resolution No. 2013-04 - FDOT Approval for Florida Blueberry Event Road Closures

Consideration of Resolution to FDOT requesting approval of closures to State Roads for the Florida Blueberry Festival May 3-5, 2013.

City Clerk Peters reviewed.

Council Member Johnston expressed concern for the closure of downtown at Noon on Friday. Michael Heard advised Hernando County is working with them and will consider shutting down the government center at noon on that Friday. Local traffic will be allowed and the public parking at the courthouse will be open for parking. Michael Heard elaborated.

Motion:

Motion was made by Vice Mayor Hohn and seconded by Council Member Burnett for approval of Resolution No. 2013-04.

City Clerk Peters read Resolution No. 2013-04 by title, as follows:

RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN LEMON STREET AND BELL AVENUE IN DOWNTOWN BROOKSVILLE ON FRIDAY, MAY 3, 2013 FROM NOON UNTIL 8:00 PM ON SUNDAY, MAY 5, 2013; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Council Member Johnston pointed out that the headnote states it's for closing Jefferson and Broad Streets but in the body it reflects all the other streets to be closed. He also stated he didn't see anything in the resolution referencing FDOT. City Clerk Peters advised the resolution gets attached to the street closure permit submitted to the state.

Motion carried 3-1 upon roll call vote as follows:

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

Florida Blueberry Festival 2013 Update

Update on festivities for the 2013 Florida Blueberry Festival and request for marketing sponsorship.

Michael Heard, Festival Coordinator reviewed the request for Council investment and to serve as a Co-Title sponsor of the event. She advised they have reached out to the County to help with FDOT and the MOT for street closure costs, which they will be considering on the 12th of this month.

She thanked Council for providing office space, utilities and electricity. The County supplies phone service and they pay for their own internet services, copier, etc.

The request was as follows:

- Assistance and support from City staff in planning, preparing and implementing the FDOT, Maintenance of Traffic Plan, estimated at \$1,740.
- Fee waiver for City service costs for the Festival days (May 4th & 5th) estimated at \$3,580.
- Cash contribution of \$20,000, which would include the City's branding/naming in all pre-event advertising, to include billboards, radio, magazine and newspapers, bus plaques, all event signage and announcements and the festival website, 12 VIP Parking passes, 24 VIP Entry passes, VIP Hospitality access and VIP Concert Seating passes, along with post-event recognition.

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She advised expenditures include \$30,000, with \$30,000 in kind donations from a billboard company, targeting Tampa, Orlando, The Villages with a picture of the event at the movies there, along with their newspaper and television commercials. Great Bay Distributing is doing all the radio advertising in Hillsborough, Pinellas and Sarasota Counties. The Citrus area is getting radio and Tampa Bay Times advertisements. Tampa Bay Times has become a permanent sponsor with around \$20,000 in newspaper campaigns for 4-weeks. Expenditures will be a little over \$100,000 with the same in in-kind contributions, for a total of around \$200,000 for the marketing campaign. They are hoping for 60,000 people in attendance this year.

She reviewed the closing of downtown with crowd-control fencing, which will allow for admission gates with a \$5 admission and \$2 for children between 5-16. This is to make up for the revenue stream lost on parking last year. Banners were sold to pay for the fencing.

This year's event will include a live cooking show; an intervention cardiologist will be giving lessons on cooking healthy, which will be televised on the Food Network channel. A video program will give instructions on starting a blueberry farm or growing in your back yard.

The biggest sponsor this year is Dole, which has branched out into the berry business. They have taken over the entire blueberry concession this year.

So far over \$160,000 in cash has been raised.

Council Member Burnett asked where the monies would come from. City Manager Norman-Vacha advised the city's cash forward from prior year budget is higher than anticipated, close to \$100,000 and recommended a motion to release monies from unallocated reserves for contingencies to Council's line item, designated to the Florida Blueberry Festival. Council Member Burnett supported the request. Mayor Bradburn elaborated on the excitement of last year's event and lessons learned. She commended Mrs. Heard on landing the Dole sponsorship.

Mayor Bradburn, referring to the Brooksville Vision Foundation, advised they are trying to better the City. She asked Cliff Manuel, President of Coastal Engineering and the Brooksville Vision Foundation his perspective on the request. He spoke in favor of the event and the City's support, which in turn supports local business and the economy. He pointed out that Mrs. Heard also brings with her numerous other volunteers that invest their time in the City as well. He strongly encouraged the support of Council.

In closing, Mrs. Heard advised that mistakes from last year's event had been corrected. There will be community meetings with local merchants and citizens to understand what they're up against.

Assistance and support from City staff in planning, preparing and implementing the FDOT, Maintenance of Traffic Plan, estimated at \$1,740 for overtime.

Motion:

Motion was made by Council Member Burnett and seconded by Vice Mayor Hohn for approval assistance and support estimated at \$1,740. Motion carried 4-0.

Fee waiver for City service costs for the Festival days (May 4th & 5th) estimated at \$3,580.

Motion:

Motion was made by Council Member Burnett and seconded by Vice Mayor Hohn for approval of fee waivers estimated at \$3,580. Motion carried 4-0.

Cash Contribution of \$20,000.

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Motion:

Motion was made by Council Member Burnett and seconded by Vice Mayor Hohn for approval of the cash contribution of \$20,000 to the Florida Blueberry Festival. Motion carried 3-1, with Council Member Johnston voting in opposition.

To recap, City Manager Norman-Vacha reviewed that Council has approved costs estimated at \$25,320 and asked that Council make a motion to release those funds from unallocated reserves for contingencies out of general fund to be placed in the City Council budget under their regular fee waiver line item. As those costs come forward they will be subtracted out of that line item. The \$20,000 cash contribution will be in the form of a check written to the Blueberry Festival.

Motion:

Motion was made by Council Member Burnett and seconded by Vice Mayor Hohn for approval. Motion carried 4-0.

Mayor Bradburn advised the City is on a more positive financial footing than we have been in 12 years, but next year may be a little tougher. She wanted to make it clear that this is not something that will be guaranteed for coming years but something that Council is able and excited to do for this year's event.

She stressed communication to the downtown merchants and residents. She is hoping to have an Earth Day event to beautify the right-of-ways leading into the city prior to the festival.

Mayor Bradburn advised she has an official request from the Fair Association to participate in the festival.

Council Member Burnett felt this will be an ongoing annual event and until the event is self-sufficient that during budget sessions this be discussed.

Lastly, Mayor Bradburn thanked Cliff Manuel and Michael Heard for their investment in the City, which will have an impact for many years to come.

City Manager Contract

Review and renewal of City Manager Contract.

Mayor Bradburn distributed the City Manager's evaluation. It was Council consensus to continue the City Manager's contract. She thanked City Manager Norman-Vacha for another great year.

CITIZEN INPUT

Mayor Bradburn asked for public input.

Kojack Burnett felt concerning the Brooksville Housing Authority, the alternate should be someone in the community and commended the City Manager on another great year.

ITEMS BY COUNCIL

Joseph E. Johnston, III, Council Member

City Manager Evaluation

He indicated that his lower rating of the City Manager's evaluation is because of the way it's worded. A score of 5 means "Exceeded all Expectations".

Blueberry Festival Support

He advised that, while he agrees it is a wonderful event, he has a problem with the way it was presented this evening, without additional background information. He understands what the City

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Manager said, that the City has some extra money but he would also like to possibly see some of that money go to employees.

Frankie Burnett, Council Member

City Manager Evaluation

Council Member Burnett advised he rated the City Manager all 5's except one because he feels she is the best thing that has come to the City of Brooksville in a long time, accomplishing much and admires her for working with each Council Member to get things done.

Kevin Hohn, Vice Mayor

1st Tee of Brooksville Golf Tournament

Vice Mayor Hohn advised the tournament will be held at Southern Hills on April 16th and there are two major (\$5,000) sponsors, and a \$1,000 sponsor. He expects 2-3 more major sponsors. He's been working with area golf courses to get their golf pro's into the tournament.

City Manager Evaluation

He advised he has given the City Manager all 5's for two years in a row and doesn't know of anyone who could do the job any better with more dedication, pride and love for the City.

T. Jennene Norman-Vacha, City Manager

City Manager Evaluation

City Manager Norman-Vacha advised there is no way she could do her job without department directors that work just as hard as she does and the employees that function under them. She thanked Council for the opportunity to work with them.

Pavement Management Workshop

She reminded Council of the Pavement Management workshop tomorrow night at 6:30.

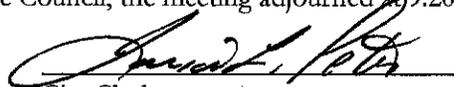
Lara Bradburn, Mayor

City Manager Evaluation

Mayor Bradburn expressed appreciation for the City Manager, thanking staff for their support as well.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:20 p.m.


City Clerk

Attest: _____
Mayor

3/4/13

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

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

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR *[Signature]*

FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER *[Signature]*

SUBJECT: ORDINANCE NO. 833 – EVANS FINANCIAL REZONING

DATE: MARCH 4, 2013

GENERAL SUMMARY/BACKGROUND: The request is to rezone an approximately 170.8 acres from Hernando County Agricultural (AG) to Planned Development Project (PDP) to allow for the development of up to 427 single-family conventional units at a density of 2.5 dwelling units per acre.

Located on the south side of Mondon Hill Road and immediately east of Jasmine Drive, the subject parcel was annexed into the City on June 6, 2005 (Ordinance No. 689) and was at the time of annexation 191 acres in size. Subsequent to the annexation, Hernando County purchased property in the northwest portion of the site to be utilized as right-of-way for the realignment of the Jasmine Drive/Mondon Hill Road/McIntyre Road intersection. The City Council approved, on October 18, 2010, a Comprehensive Plan amendment designating the property as Suburban Residential, which allows for the consideration of up to 2.5 dwelling units per acre.

Compatibility with Surrounding Area: The subject property is, as previously noted, located south of Mondon Hill Road, immediately east of Jasmine Drive. The general area is primarily developed with residential uses and contains a number of undeveloped agricultural tracts. Specifically, the property to the northeast of the subject site is the Majestic Oaks Planned Development Project, which is allowed a maximum of 999 dwelling units, 100,000 square feet of floor space for commercial and office uses and 31,000 square feet of floor space for a clubhouse and associated activities. East and west of the subject property are primarily large undeveloped tracts and large lot residential uses. Immediately south of the site is the densely-developed Wesleyan Village property. Given the above, staff finds the proposed zoning designation is compatible with the surrounding development pattern.

As proposed, the project will contain a maximum of 427 single-family conventional dwelling units located in 3 development pods, with one access drive to Jasmine Drive and one to Mondon Hill Road. The petitioner proposes to locate lots a minimum of 7,000 square feet in size along the north, south and east project boundaries, while all

other lots interior to the site will contain a minimum of 5,000 square feet. The 7,000 square-foot lots are to be a minimum of 70 feet in width and 100 feet deep. The 5,000 square-foot lots will be a minimum of 50 feet in width and 100 feet in depth. Front yard setbacks for all lots will be 20 feet for primary facades, with street-facing garages set back a minimum of 25 feet. All lots will have minimum rear yard setbacks of 20 feet. The 7,000 square-foot lots will be developed with 7.5-foot side yards, while the side yard setbacks for the 5,000 square-foot lots will be 5 feet. The project will also preserve the existing wetlands and provide open space adjacent to the wetlands and required stormwater facilities. To facilitate compatibility with the existing wooded streetscape along Mondon Hill Road, a buffer area 20 feet in width will be provided along the roadway. A multi-use path eight feet in width from the project entrance on Mondon Hill Road to the Good Neighbor Trail will be provided. Additionally, at the southern edge of the buffer, a tan or almond PVC fence six feet in height will be installed. The fence will contain brick, stone or architecturally-finished columns a minimum of two feet in width and spaced no more than 100 feet apart. Except for those trees required for removal to accommodate the fence, multi-use path and required sidewalk east of the project entrance, all trees eight inches DBH and larger within the buffer will be preserved.

Public Facilities and Level of Service: The project will be served by City water and sewer services. The developer will be required to negotiate a utility service agreement with the City of Brooksville to facilitate the provisions for water and sewer services to the property. No development permit related to the project will be issued until water and sewer services are available to serve the property. Additionally, no development order will be issued unless the Hernando County School District indicates adequate capacity for each level of school exists or an appropriate mitigation measure has been negotiated. Police, fire and sanitation collection services will also be provided by the City. A traffic study will be required to establish the proposed development's impacts on the transportation network, as well as mitigation measures that may be required to address any deficiencies or safety issues.

Development plans submitted for permitting of this project will be reviewed and analyzed for impact to roads, utilities, schools, drainage, the environment and compliance with all other applicable land use criteria and will be subject to meeting all federal, state and local agency permitting requirements.

Natural Resources and Drainage: The property is presently undeveloped and is primarily wooded, containing native hardwoods as well as a number of small, isolated wetland areas. Former railroad right-of-way and power line easements are located at the northwest property boundary from Jasmine Drive to Mondon Hill Road. Vegetation on the subject property consists primarily of Slash Pine, Sweet Gum and Laurel Oak trees with some Southern Magnolia, Pignut Hickory, Live Oak, Eastern Red Cedar, Cabbage Palm and Red Mulberry specimens variously located. A medium cover underbrush is present as well. The majority of the soil on the subject site is identified as Nobleton (0 to 5% slopes), Kendrick (0 to 5% slopes), Sparr (0 to 5% slopes) and Wauchula (0 to 5% slopes).

According to the current adopted FEMA Flood Insurance Rate Map community panels, the majority of the subject site is located within Flood Zone X, which is defined as an area exhibiting minimal flood potential. A small portion of the site located near the western property boundary and areas in the south-southeastern portion fall within Flood Zone AE. Flood Zone AE indicates the area is subject to flooding during a 100-year storm event. No development will be permitted within the areas located in Flood Zone AE. Development of the site will be subject to SWFWMD 40D-4 permitting requirements, as well as the City's Comprehensive Plan policies relating to stormwater retention and conveyance.

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



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 October 10, 2012 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 also supported the conditions provided by staff with two changes. The first change involves specifying that the multi-use path be paved in accordance with the appropriate technical standards. Condition 4 of the proposed project regulations has been modified to reflect the Planning and Zoning Commission's recommendation. The second change is the suggestion that a buffer area 10 feet in width be provided and rear yard setbacks be reduced to 15 feet to compensate for the buffer along the southern property boundary where residential development abuts the Wesleyan Village development. Given that the buffer area would create an area where no activity could occur on property that a homeowner could perceive as being part of their parcel, would require that the Homeowners Association be able to access and maintain the area and the fact that the buffer appears to serve no purpose, staff has not included the suggested buffer area in the proposed conditions.

The Planning and Zoning Commission concurred with the staff recommendation that City Council approve the request to rezone the subject property from County AG (Agricultural) to Planned Development Project (PDP), subject to the changes discussed and the conditions below. As noted above, Condition 4 has been modified to reflect the Planning and Zoning Commission recommendation regarding the multi-use path. The Planning and Zoning Commission's recommended buffer area is not included in the conditions.

1. Unless otherwise specified herein, the project shall be developed in accordance with the Land Development Code as well as the rules and regulations of all applicable government entities.

2. The project shall be allowed a maximum of 427 single-family conventional dwellings in three development pods. The development pods shall be generally located as shown on the conceptual site plan dated February 20, 2013.

3. Development standards for the project shall be as follows:

Minimum Lot Size: 5,000 square feet, with the exception that lots abutting the north, south and east project boundaries shall be a minimum of 7,000 square feet.

Minimum Lot Width: 50 feet, with the exception that lots abutting the north, south and east project boundaries shall be a minimum of 70 feet in width.

Front Yard Setback: 20 feet for primary facades, with street-facing garages set back a minimum of 25 feet.

Rear Yard Setback: 20 feet.

Side Yard Setback: 5 feet for lots less than 7,000 square feet in size and 7.5 feet for lots 7,000 square feet and larger.

Maximum Building Height: 35 feet

4. The developer shall provide a buffer 20 feet in width along Mondon Hill Road. At the southern edge of the buffer, a tan or almond PVC fence six feet in height shall be installed. The fence shall contain brick, stone or architecturally-finished columns a minimum of two feet in width and spaced no more than 100 feet apart. In lieu of the sidewalk required from the Good Neighbor Trail to the project entrance, a multi-use path eight feet in width shall be provided and shall be constructed in accordance with Hernando County's standards for sidewalks. Except for those trees required for removal to accommodate the fence, multi-use path and required sidewalk east of the project entrance, all trees eight inches DBH and larger within the buffer shall be preserved. The buffer area shall be platted as a separate parcel and shall be owned and maintained by the Homeowners Association or similar entity.
5. Mailboxes shall be located in community kiosks provided throughout the project. Mailboxes on or adjacent to individual lots shall be prohibited.
6. A maximum of one access drive to Jasmine Drive and one access drive to Mondon Hill Road shall be permitted.
7. Prior to construction plan submittal, the developer shall provide to the Community Development Department for review and approval a detailed PDP development site plan depicting all the requirements specified herein as well as all appropriate and applicable data and information.

8. The petitioner/developer shall obtain all permits and meet all applicable land development regulations, for construction or use of the property.
9. The developer shall coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements interior to and around the perimeter of the site. Except as otherwise provided herein, sidewalks are to be installed along all roadways within and adjacent to the site, and design shall provide for crosswalks and underground drainage where appropriate.
10. The developer shall successfully negotiate a utility service agreement with the City prior to permitting. No development permit related to the project will be issued until water and sewer services are available to serve the property.
11. All utilities serving this project shall be installed underground.
12. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.
13. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure and services that directly serve the proposed development.

CITY COUNCIL ACTION: At the December 17, 2012, regular meeting, the City Council initially voted not to approve the petition and subsequently vacated the decision. Following the vacation of the initial decision, the City Council voted to continue the petition to the March 4, 2013, meeting to allow the applicant time to address transportation and drainage issues.

The applicant has provided additional information addressing the City Council's concerns. Specifically, a detailed stormwater management plan and a preliminary transportation analysis was submitted. The detailed stormwater plan identifies jurisdictional wetlands and delineates the location of project retention ponds. The stormwater drainage plan is attached.

The preliminary transportation analysis is based on the maximum proposed 427 single-family conventional dwelling units. According to the analysis, the project will generate 436 PM peak hour vehicle trips, resulting in Mondon Hill Road operating at less than 20 percent of its design capacity. The analysis also indicates that with the addition of the traffic generated by the Majestic Oaks development at project build-out, Mondon Hill Road will operate at approximately 58 percent of design capacity.

- ATTACHMENTS:**
1. Draft Ordinance No. 833
 2. Area Map
 3. Planned Development Project Conceptual Site Plan
 4. Zoning Petition
 5. Petitioner's Narrative
 6. Planned Development Project Post-development Drainage Map

Attachment 1

Draft Ordinance No. 833

ORDINANCE NO. 833

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF PDP (PLANNED DEVELOPMENT PROJECT), CONSISTING OF RESIDENTIAL USES 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 Planned Development Project (PDP) with residential uses. Exhibit "A" provides a graphic view of the property.

Evans Financial Services, Ltd
Parcel Key # 00356162. Legal Description:

The part of the West $\frac{3}{4}$ of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, lying South of Mondon Hill Road and South of the ACL Railroad right-of-way,
LESS

Griggs Tract "A"

A portion of the Southwest $\frac{1}{4}$ of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 24; thence along the South boundary of the Southwest $\frac{1}{4}$ of said Section 24, S.89°53'12"E., a distance of 20.94 feet to the Easterly maintained right-of-way of Jasmine Drive per Right-of-way Book 2, Pages 29 through 36, of the Public Records of Hernando County, Florida, for a POINT OF BEGINNING; thence along the Easterly maintained right-of-way of Jasmine Drive per Right-of-way Book 2, Pages 29 through 36 of the Public Records of Hernando County, Florida, the following eight courses: 1) N.01°28'06"E., a distance of 165.62 feet; 2) N.01°46'14"W., a distance of 216.03 feet; 3) N.00°34'43"E., a distance of 314.11 feet; 4) N.00°15'28"E., a distance of 121.56 feet; 5) N.01°37'34"W., a distance of 154.81 feet; 6) N.00°14'43"E., a distance of 261.25 feet; 7) N.00°45'03"E., a distance of 281.36 feet; 8) N.00°16'35"W., a distance of 100.02 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 558.02 feet; thence S.19°02'48"E., a distance of 18.00 feet; thence S.70°57'12"W., a distance of 152.54 feet to a point of curvature; thence southwesterly 341.00 feet along the arc of a curve to the left, said curve having a radius of 502.96 feet, a central angle of 38°50'45", and a chord bearing and distance of S.51°31'50"W., 334.51 feet; thence N.57°53'33"W., a distance of 10.00 feet to a non-tangent point of curvature; thence southerly 286.44 feet along the arc of a curve to the left, said curve having a radius of 512.96 feet, a central angle of 31°59'40", and a chord bearing and distance of S.16°06'37"W., 282.73 feet; thence N.89°53'12"W., a distance of 8.58 feet; thence S.00°16'43"E., a distance of 680.07 feet; thence N.89°53'12"W., a distance of 10.00 feet; thence S.00°16'43"E., a distance of 575.37 feet to the South boundary of the Southwest $\frac{1}{4}$ of said Section 24; thence along the South boundary of the Southwest $\frac{1}{4}$ of said Section 24, N. 89°59'31"W., a distance of 29.07 feet to the POINT OF BEGINNING.

AND

Jasmine Drive Flood Plain Compensation Area

A portion of the Southwest ¼ of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 24; thence along the West boundary of the Southwest ¼ of said Section 24, N.00°16'43"W., a distance of 1,604.16 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 508.71 feet; thence S.19°02'48"E., a distance of 18.00 feet for a POINT OF BEGINNING; thence continue S.19°02'48"E., a distance of 124.00 feet; thence N.70°57'12"E., a distance of 290.00 feet; thence S.19°02'48"E., a distance of 146.96 feet; thence S.71°05'42"W., a distance of 264.14 feet; thence S.48°42'49"W., a distance of 108.73 feet; thence S.22°26'51"W., a distance of 118.08 feet; thence S.01°42'00"E., a distance of 59.96 feet; thence S.25°44'50"W., a distance of 148.58 feet; thence S.20°53'12"E., a distance of 184.63 feet; thence S.12°18'29"W., a distance of 33.78 feet; thence S.89°19'28"W., a distance of 167.34 feet; thence N.18°56'49"W., a distance of 177.73 feet; thence N.07°24'58"W., a distance of 112.54 feet; thence N.38°33'26"E., a distance of 118.68 feet; thence N.06°49'07"W., a distance of 76.74 feet; thence N.50°30'38"W., a distance of 81.67 feet; thence N.43°02'49"W., a distance of 117.63 feet to a non-tangent point of curvature; thence Northeasterly 354.03 feet along the arc of a curve to the right, said curve having a radius of 502.96 feet, a central angle of 40°19'48", and a chord bearing and distance of N.50°47'18"E., 346.76 feet; thence N.70°57'12"E., a distance of 71.54 feet to the POINT OF BEGINNING.

AND

Griggs Tract "E"

A portion of the Southwest ¼ of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 24; thence along the West boundary of the Southwest ¼ of said Section 24, N.00°16'43"W., a distance of 1,604.16 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 589.70 feet for a POINT OF BEGINNING; thence continue along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 571.58 feet; thence S.19°02'48"E., a distance of 80.00 feet; thence S.70°57'12"W., a distance of 571.58 feet; thence N.19°02'48"W., a distance of 80.00 feet to the POINT OF BEGINNING.

AND

Griggs Tract "G"

A portion of the Southwest ¼ of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 24; thence along the West boundary of the Southwest ¼ of said Section 24, N.00°16'43"W., a distance of 1,604.16 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 1,715.88 feet for a POINT OF BEGINNING; thence continue along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 54.51 feet to the Southerly maintained right-of-way of Mondon Hill Road per Right-of-Way Book 2, Pages 29 through 36 of the Public Records of Hernando County, Florida, and a non-tangent point of curvature; thence along the Southerly maintained right-of-way of said Mondon Hill Road the following two (2) courses: 1) Easterly 292.17 feet along the arc of a curve to the right, said curve having a radius of 22,888.32 feet, a central angle

of 00°43'53", and a chord bearing and distance of S.79°52'38"E., 292.17 feet; 2) S.79°30'41"E., a distance of 48.73 feet; thence S.10°29'19"W., a distance of 14.42 feet; thence N.81°37'18"W., a distance of 388.63 feet to the POINT OF BEGINNING.

AND

Jasmine Drive Flood Plain Compensation Area 2

A portion of the Southwest ¼ of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 24; thence along the West boundary of the Southwest ¼ of said Section 24, N.00°16'43"W., a distance of 1,604.16 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N.70°57'12"E., a distance of 508.71 feet; thence S.19°02'48"E., a distance of 18.00 feet for a POINT OF BEGINNING; thence N.70°57'12"E., a distance of 81.00 feet; thence S.19°02'48"E., a distance of 62.00 feet; thence N.70°57'12"E., a distance of 209.00 feet; thence S.19°02'48"E., a distance of 62.00 feet; thence S70°57'12"W., a distance of 290.00 feet; thence N.19°02'48"W., a distance of 124.00 feet to the POINT OF BEGINNING.

AND

Jasmine Drive Flood Plain Compensation Area 3

A portion of the Southwest ¼ of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 24; thence along the West boundary of the Southwest ¼ of said Section 24, N.00°16'43"W., a distance of 920.47 feet; thence N.89°19'28"E., a distance of 60.00 feet for a POINT OF BEGINNING; thence N.00°16'43"W., a distance of 334.23 feet; thence S.89°53'12"E., a distance of 8.58 feet to a non-tangent point of curvature; thence Northerly 286.44 feet along the arc of a curve to the right, said curve having a radius of 512.96 feet, a central angle of 31°59'40", and a chord bearing and distance of N.16°06'37"E., 282.73 feet; thence S.57°53'33"E., a distance of 10.00 feet; thence S.31°21'56"W., a distance of 13.03 feet; thence S.43°02'49"E., a distance of 117.63 feet; thence S.50°30'38"E., a distance of 81.67 feet; thence S.06°49'07"E., a distance of 76.74 feet; thence S.38°33'26"W., a distance of 118.68 feet; thence S.07°24'58"E., a distance of 112.54 feet; thence S.18°56'49"E., a distance of 177.73 feet; thence S.89°19'28"W., a distance of 237.82 feet to the POINT OF BEGINNING.

Location: South of Mondon Hill Road and east of Jasmine Drive.

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

The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of PDP (Planned Development Project) and the zoning map of the City of Brooksville shall be amended accordingly. The Planned Development Project is subject to the following conditions:

1. Unless otherwise specified herein, the project shall be developed in accordance with the Land Development Code as well as the rules and regulations of all applicable government entities.
2. The project shall may be allowed a maximum of 427 single-family conventional dwellings located in three development pods. However, additional development

standards/conditions may be imposed at the time a development order is applied for that may reduce the maximum number of units permitted. The development pods shall be generally located as shown on the conceptual site plan attached hereto as Exhibit "B."

3. Development standards for the project shall be as follows:

Minimum Lot Size: 5,000 square feet, with the exception that lots abutting the north, south and east project boundaries shall be a minimum of 7,000 square feet.

Minimum Lot Width: 50 feet, with the exception that lots abutting the north, south and east project boundaries shall be a minimum of 70 feet in width.

Front Yard Setback: 20 feet for primary facades, with street-facing garages set back a minimum of 25 feet.

Rear Yard Setback: 20 feet.

Side Yard Setback: 5 feet for lots less than 7,000 square feet in size and 7.5 feet for lots 7,000 square feet and larger.

Maximum Building Height: 35 feet

4. The developer shall provide a buffer 20 feet in width along Mondon Hill Road. At the southern edge of the buffer, a tan or almond PVC fence six feet in height shall be installed. The fence shall contain brick, stone or architecturally-finished columns a minimum of two feet in width and spaced no more than 100 feet apart. In lieu of the sidewalk required from the Good Neighbor Trail to the project entrance, a multi-use path eight feet in width shall be provided and shall be constructed in accordance with Hernando County's standards for sidewalks. Except for those trees required for removal to accommodate the fence, multi-use path and required sidewalk east of the project entrance, all trees eight inches DBH and larger within the buffer shall be preserved. The buffer area shall be platted as a separate parcel and shall be owned and maintained by the Homeowners Association or similar entity.
5. Mailboxes shall be located in community kiosks provided throughout the project. Mailboxes on or adjacent to individual lots shall be prohibited.
6. A maximum of one access drive to Jasmine Drive and one access drive to Mondon Hill Road shall be permitted.
7. Prior to construction plan submittal, the developer shall provide to the Community Development Department for review and approval a detailed PDP development site plan depicting all the requirements specified herein as well as all appropriate and applicable data and information.
8. The petitioner/developer shall obtain all permits and meet all applicable land development regulations, for construction or use of the property.

9. The developer shall coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements interior to and around the perimeter of the site. Except as otherwise provided herein, sidewalks are to be installed along all roadways within and adjacent to the site, and design shall provide for crosswalks and underground drainage where appropriate.
10. The developer shall successfully negotiate a utility service agreement with the City prior to permitting. No development permit related to the project will be issued until water and sewer services are available to serve the property.
11. All utilities serving this project shall be installed underground.
12. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.
13. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure and services that directly serve the proposed development.

SECTION 2. FINDINGS. The City Council does hereby find that the proposed zoning of this property with a PDP 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: _____
 Joseph E Johnston III, Mayor

PASSED on First Reading November 5, 2012
 NOTICE Published on October 28, 2012 (Continued on 11/19/12; 12/17/12 to 3/4/13)
 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 _____

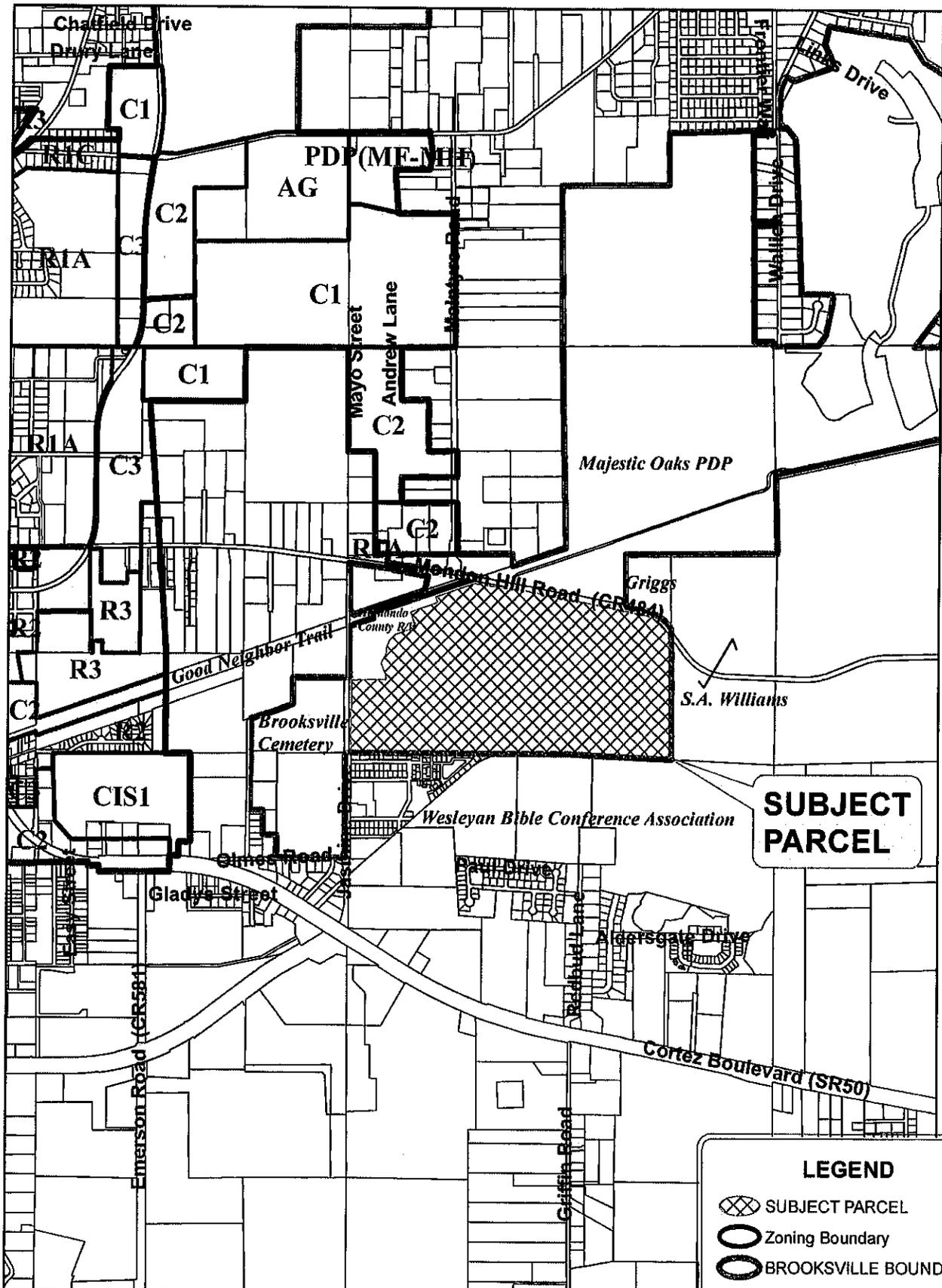

 Thomas S. Hogan, The Hogan Law Firm, LLC
 City Attorney

Attachment 2

Area Map



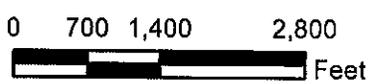
Attachment "A" to Ord. No. 833 Evans Financial Services LTD - RZ2012-01



**SUBJECT
PARCEL**

LEGEND

-  SUBJECT PARCEL
-  Zoning Boundary
-  BROOKSVILLE BOUNDARY

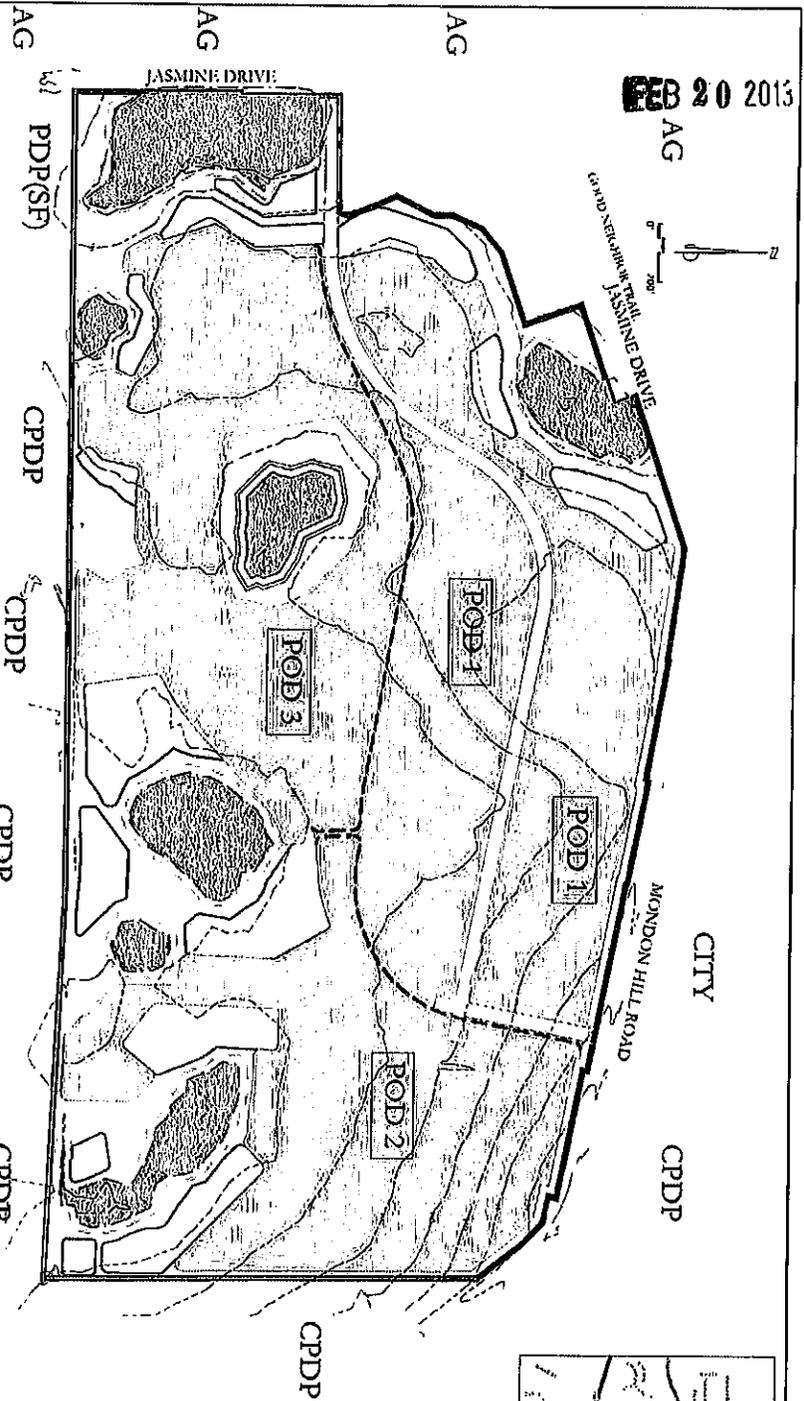


*Base map information provided by the Hernando County Property Appraiser's office.
Map created by the Brooksville Community Development Department
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon

Attachment 3

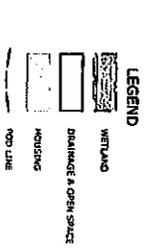
Planned Development Project Conceptual Site Plan

FEB 20 2013



- GENERAL NOTES FOR LOTS:
- 1.) TYPICAL LOT SIZE IS PROVIDED FOR DESCRIPTIVE PURPOSES ONLY. AROUND CURVES AND CUL-DE-SACS BUT WILL REPRESENT TYPICAL LOT WIDTHS AT THE FRONT SETBACK LINE AND MINIMUM SETBACKS FROM ROAD FRONTAGE ON CUL-DE-SACS.
 - 2.) REAR SETBACK FOR ACCESSORY STRUCTURES, SWIMMING POOLS, SWIMMING POOL ENCLOSURES AND SCREEN ENCLOSURES ARE PERMITTED ONLY IN SIDE OR REAR YARD AND MUST BE AT LEAST FIVE (5) FEET FROM SIDE AND REAR PROPERTY LINE.

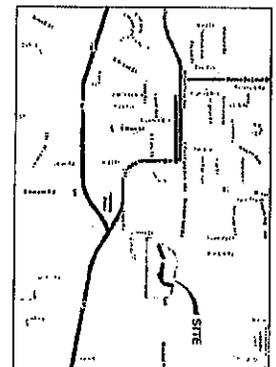
TYPICAL SINGLE FAMILY LOTS



LOCATION	LAND USE	AREA	NO. OF UNITS	DENSITY
POD 1	SINGLE FAMILY	56,317 AC.	140 UNITS	
POD 2	SINGLE FAMILY	56,317 AC.	135 UNITS	
POD 3	SINGLE FAMILY	60,017 AC.	152 UNITS	
TOTAL		172,651 AC.	427 UNITS	

- LEGEND
- WETLAND
 - DRAINAGE OR OPEN SPACE
 - HOUSING
 - NOI LINE

- NOTES:
- 1.) PRELIMINARY SETBACKS SHOWN ARE PRELIMINARY. ACTUAL LOCATION AND SIZE IS PERMITTED FINAL ENGINEERING DESIGN.
 - 2.) THIS IS A PLANNING DOCUMENT AND IS NOT TO BE CONSIDERED A FINAL DESIGN OR PERMIT. THE DEVELOPER SHALL CONFORM TO THE CURRENT CITY OF BROWNSVILLE DESIGN AND SHALL MEET THE REQUIREMENTS OF THE CITY OF BROWNSVILLE AND ANY AGENCIES HAVING JURISDICTION RELATING TO THIS PROJECT.
 - 3.) RIGHT-OF-WAY FOR LOCAL ROADS SHALL BE SET WITH MINIMUM AND 100' DIAMETER CUL-DE-SACS.
 - 4.) SETBACK SIZE AND LOCATION SHALL BE DETERMINED WITH FINAL DESIGN AND SHOWN ON FINAL PLAN.
 - 5.) ALL CHANGES TO THE PLAN LOCATIONS SHALL BE DETERMINED WITH FINAL DESIGN AND SHOWN ON FINAL PLAN.
 - 6.) THE DEVELOPER SHALL CONFORM TO THE CURRENT CITY OF BROWNSVILLE DESIGN STANDARDS.
 - 7.) PRESERVED NATURAL VEGETATION SHALL BE DESIGNATED AND SHOWN ON CONSTRUCTION PLANS AS REQUIRED BY CITY OF BROWNSVILLE LANDSCAPE ORDINANCE.



SITE DATA

APPLICANT: **COASTAL SERVICES LTD**
 1700 PARK LN STE 3
 JUPITER, FL 33458

PARCEL AREA: APPROX. 170.8 +/- ACRES
 LOCATED IN SECTION 24, TOWNSHIP 22 S., RANGE 18 E.,
 HERNANDO COUNTY, FLORIDA.

CURRENT ZONING: AG (COUNTY)
 REQUESTED ZONING: PDR(SF)

FUTURE LAND USE AND DESIGNATION:
 SUBURBAN RESIDENTIAL (CITY)

FLOOD INSURANCE RATE MAP (FIRM):
 COMMUNITY PANEL NO. 2206300110
 EFFECTIVE FEBRUARY 2, 2012
 ZONE: X-1, X-2, AND X-3

PERMETER BUILDING SETBACKS:
 75' ALONG SOUTH AND EAST PROPERTY LINES
 35' ALONG MONDON HILL ROAD AND JASMINE DRIVE
 20' ALONG MONDON HILL ROAD

<p>REZONING MASTER PLAN</p> <p>EVANS TRACT HERNANDO COUNTY</p>		<p>Coastal</p>	<p>1</p>
--	--	----------------	----------

Attachment 4

Zoning Petition

CITY OF BROOKSVILLE REZONING PETITION
Application for Public Hearing

Date: July 20, 2012

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

APPLICANT: Evans Financial Services, Ltd

Mailing Address: 1700 Park Lane South, Suite 3, Jupiter, FL 33458

Daytime Telephone: (561) 743-0022 FAX No: (561) 743-0024 E-Mail Address: nick@amaro-cpa.com

REPRESENTATIVE: Coastal Engineering Associates, Inc.

Mailing Address: 966 Candlelight Blvd., Brooksville, FL 34601

Daytime Telephone: (352) 796-9423 FAX No: (352) 799-8359 E-Mail Address: dlacey@coastal-engineering.com

PUBLIC CONTACT PERSON: Donald Lacey, AICP, Sr. Vice President, Coastal Engineering Associates, Inc.

Daytime Telephone: same FAX No: same E-Mail Address: same

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. See attached property description.

Size of Area Covered by Application: 170.8 acres

Highway and Street Boundaries: Mondon Hill Road and Jasmine Road

Current Zoning Classification: AG - Hernando County

Rezoning Requested: Residential PDP with SF use

Proposed Use of Property: residential subdivision

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, Evans Financial Services, Ltd/James D Evans, 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 (James D Evans)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23 day of July, 2012, by James D Evans who is personally known to me or who has produced as identification.

Signature of Notary Public

NICHOLAS AMARO
MY COMMISSION # EE 081674
EXPIRES: August 6, 2015
Bonded Thru Budget Notary Services

APPOINTMENT OF AGENT

**CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA**

I, Evans Financial Services, Ltd/James D Evans, the owner(s) in fee simple of the below described real property hereby appoint Coastal Engineering Associates, Inc. as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

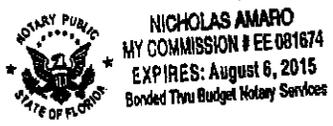
(Insert Legal Description Below)

Property Description is attached hereto

**CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA**

I, Nicholas Amaro, being duly sworn, hereby depose and say James D Evans is the owner of the herein described property to-wit:

Signature  Print Name Nicholas Amaro Date July 23, 2012



Attachment 5

Petitioner's Narrative

EVANS TRACT REZONING/MASTER PLAN NARRATIVE

General Description

The proposed project consists of approximately 170.8 acres and is located in Section 24, Township 22 South, Range 19 E, of Hernando County. More particularly, it is south of and adjacent to Mondon Hill Road as well as east of and adjacent to Jasmine Drive in the City of Brooksville. The proposed project is currently zoned in Hernando County (AG) and is within the designation of Suburban Residential on the City of Brooksville future land use map.

The applicant is requesting approval for the proposed zoning designation of Residential Planned Development Project with single family use and the attached Master Plan consisting of 427 single family units. This request is consistent with the 2.5 units per acre allowed within the Suburban Residential comp plan designation. There are three housing pods shown on the proposed master plan and a land use table proportioning the dwelling units among them.

Project entrances are proposed from Mondon Hill Road and Jasmine Drive. Jasmine Drive provides signalized access to Cortez Blvd. (S.R.50), which connects to regional commercial areas to the west and I-75 to the east. Additionally, The Good Neighbor Trail is in close proximity to the project.

The subject parcel is currently vacant and moderately to densely wooded with the majority of the property comprised of a hardwood – conifer mixed land use cover. Several isolated wetlands located within the western and southern portions of the property are depicted on the master plan. A small area within the western portion of the subject property falls within the 100 year floodzone. Development in wetlands and floodzones has been avoided. An application for a Conceptual Environmental Resource Permit (ERP) has been submitted to the Southwest Florida Water Management District (SWFWMD) for project stormwater retention.

Surrounding land uses include scattered small-acreage residential development to the west and northwest, the approved Majestic Oaks development to the northeast, vacant agricultural properties to the east and the Wesleyan Village retirement development to the south of the subject site.

The enclosed rezoning master plan, while conceptual, depicts areas where single family residential development will occur, along with portions of the property which will remain as open space, either as protected areas (wetlands) or for stormwater management. The two access points are consistent with those discussed during the comprehensive plan approval process and coordinated with the County during the improvement of Jasmine Drive. A combination of wetlands, drainage and open space will provide significant buffering to the west, northwest and south.

Proposed building setbacks are as follows:

Front: 25'
Side: 5'
Rear: 15'

I. Preliminary Layout

The proposed master plan has been included herewith.

II. Draft of Protective Covenants

A copy of the draft protective covenants will be provided during the platting process.

III. Preliminary Engineering Report

- A. Topography – Contours have been included on the proposed rezoning master plan. Topographic elevations on the site range from a low of approximately 90 feet m.s.l. to a high of approximately 120 feet m.s.l.
- B. Flood Plain – According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map community panel 12053C0211D effective date 02/02/12, the majority of the subject property falls within Zone C, indicating areas of minimal flooding. Portions of the western and southern boundary fall within Zone A or AE, defined as areas subject to inundation during the 100-year storm event. Development in these areas has been avoided.
- C. Soils – The USDA Hernando County Soil Survey indicates that a total of nine (9) soil types exist on the property; they include: Blichton loamy fine sand, 0 to 2 percent slopes, Blichton loamy fine sand, 2 to 5 percent slopes, Flemington fine sandy loam, 0 to 2 percent slopes, Flemington fine sandy loam, 2 to 5 percent slopes, Kendrick fine sand, 0 to 5 percent slopes, Micanopy loamy fine sand, 2 to 5 percent slopes, Nobleton fine sand, 0 to 5 percent slopes, Sparr fine sand, 0 to 5 percent slopes, and Wauchula fine sand, 0 to 5 percent slopes.
- D. Drainage – The subject property lies within the northern perimeter of the Bystre Lake basin. An application for a Conceptual Environmental Resource Permit (ERP) has been submitted to the Southwest Florida Water Management District (SWFWMD) for stormwater management improvements for the site. Their rules require the development of on-site retention and/or detention facilities in order to provide reasonable assurances that both volume and water quality standards are met. SWFWMD's ERP rules also address the protection of wetlands and groundwater resources to ensure they are not negatively affected by proposed development. The proposed property is well suited for the proposed residential development given its soil types, the City's wetlands protection policies and District surface water management regulatory criteria.
- E. Historical/archaeological - A cultural resources assessment survey of the subject site was previously completed. The results of the analysis identified one aboriginal lithic scatter site and one historic period site. Both sites were further evaluated to determine their eligibility for potential listing on the National Register of Historic Places (NRHP). It was determined that the two sites did not warrant eligibility for listing on the NRHP and that development of the property would have no effect on any cultural resources that are listed, determined eligible or considered potentially eligible for listing in the NRHP
- F. Environmental –
- 1) The subject property is undeveloped and vacant. No buildings or structures were observed on the property.
 - 2) The property is moderately to densely wooded with the majority of the property comprised of a hardwood – conifer mixed land use cover. The predominant tree species

observed among this cover include slash pine, laurel oak, and sweetgum with minor associations of southern magnolia, pignut hickory, live oak, eastern red cedar, cabbage palm, and red mulberry present throughout. Groundcover, when present, consists of American beautyberry, sparkleberry, viburnum, muscadine, poison ivy, panic grass, and cogon grass.

- 3) Several wetlands are located on the property and have been shown on the proposed master plan. Typical vegetation present among the forested wetlands includes sweetgum, Chinese tallow, red maple, elm, blackgum, buttonbush, Carolina willow, dwarf palmetto, alligator weed, and various sedges.
- 4) Some Specimen and majestic sized trees were observed on the property during the site visit. These will be properly identified and located on construction plans and handled in conformance with City of Brooksville regulations.
- 5) Four (4) active gopher tortoise burrows were observed within the open, northern interior portions of the subject property. Permitting through the Florida Fish and Wildlife Commission will be required for the preservation and/or relocation of the gopher tortoises prior to development of the property. No other listed animal or plant species were noted.

IV. Proposed Development Schedule

A proposed development schedule has not yet been determined.

V. Adequate Access Analysis

Access is gained to the property from Mondon Hill Road and Jasmine Drive.

VI. Water Supply and Sewage Disposal Plans

The proposed project is within the City of Brooksville Service area for both potable water and sanitary sewer.

VII. Development of Regional Impact Statement

The proposed project is below the DRI threshold.

Attachment 6

Planned Development Project
Post-development Drainage Map

Steven Gouldman

From: Don Lacey [dlacey@coastal-engineering.com]
Sent: Thursday, February 21, 2013 4:01 PM
To: Bill Geiger; Steven Gouldman
Subject: FW: Evans-Griggs
Attachments: 09075 Evans-Griggs Parcel SWFWMD Conceptual ERP Drainage Map.pdf; 09075-rezoning-REV-021913 RZ (1).pdf - Adobe Acrobat Pro.pdf

Bill & Steve,

As a follow-up to our discussion, Coastal is planning to address three items at the continued hearing date on March 4th. The items are traffic, drainage, traffic and the proposed approval conditions.

DRAINAGE

Cliff will take some time at the March 4th hearing to describe the efforts Coastal undertook in researching, analyzing and conceptually designing a stormwater management system for the Griggs parcel. Using the two exhibits attached to this email, he will be able to show the Council how stormwater is being managed on the property and why the proposed development will not have a negative impact on abutting parcels.

TRAFFIC

I plan to take a few minutes to discuss the available capacity of the two roads accessed by the proposed project and that development on site will have minimal impact on that capacity, particularly as it relates to Mondon Hill Road. Cliff will also be available to respond to any road design issues that may arise.

I have provided a short summary of the traffic capacity analysis below if you or Steve would like to review it prior to the hearing – or provide it to the Council members.

Project Trip Generation = 436 trips (279 entering, 157 exiting) during the PM Peak Hour of Adjacent Street Traffic. This calculation is arrived at by taking the number of dwelling units (427) multiplied by the generation rate for single family housing (1.02 trips/dwelling unit according to the *Institute of Transportation Engineers Trip Generation Manual 8th Edition*, Code 210). 64% of the traffic would be entering the project, while 36% would be exiting.

Project traffic distribution is estimate to be as follows:

60% enter/exit from Jasmine southbound = 261 PM Peak Hour trips
10% enter/exit from Jasmine northbound = 44 PM Peak Hour trips
20% enter/exit from Mondon Hill westbound = 87 PM Peak Hour trips
10% enter/exit from Mondon Hill eastbound = 44 PM Peak Hour trips

With the signalized intersection at Jasmine and SR 50 and most attractions (retail, employment, services, etc.) lying to the west, the great majority of the project traffic will likely utilize the Jasmine entrance.

Impact of Project Traffic

Jasmine south existing PM Peak Hour (312) plus project (261) = 573 PM Peak Hours trip or 0.281 Volume/Capacity Ratio

Jasmine north existing PM Peak Hour (312) plus project (44) = 356 PM Peak Hour trips or 0.175 Volume/Capacity Ratio

Mondon Hill west existing PM Peak Hour (267) plus project (87) = 354 PM Peak Hour trips or 0.177 Volume/Capacity Ratio

Mondon Hill east existing PM Peak Hour (267) plus project (44) = 311 PM Peak Hour trips or 0.156 Volume/Capacity Ratio

Conclusions

With the project at full buildout, Mondon Hill Road traffic would still be less than 20% of its design capacity.

Even if you added Majestic Oaks at buildout and took 80% of its traffic westbound on Mondon Hill, the traffic on Mondon Hill between Majestic Oaks and Jasmine would still be less than 58% of design capacity.

PROPOSED APPROVAL CONDITIONS

Since there was some Council discussion on whether to apply detailed conditions (# 3 - # 7) at this juncture in the land use approval process, we will discuss addressing that detail in the provision of a PDP site development plan for Council review prior to construction plans.

I will call you in the morning to discuss this.

Thanks,

Don Lacey

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

MINUTES

June 3, 2013

7:00 P.M.

Brooksville City Council met in regular session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn, Council Members Frankie Burnett and Joseph E. Johnston, III present. Also present were James Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; and Tim Mossgrove, Fire Chief. Council Member Joe Bernardini was not in attendance.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Certificate of Completion

Presentation of Certification of Completion to Vice Mayor Hohn for completion of the Advanced Institute of Elected Municipal Officials.

Mayor Bradburn reviewed the certification, reading the letter submitted by Lynn Tipton of the Florida League of Cities, and presented the Certification of Completion to Vice Mayor Hohn. Vice Mayor Hohn felt the information learned at the institute to be invaluable.

Mayor Bradburn mentioned that Fire Chief Mossgrove's daughter and Council Member Bernardini's granddaughter is graduating tonight and congratulated them, as did all of Council.

CITIZEN INPUT

Mayor Bradburn asked for public input; there was none.

CONSENT AGENDA

Surplus

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

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Burnett for approval of the Consent Agenda. Motion carried 4-0.

REGULAR AGENDA

Resolution 2013-07 - Electronic Filing of Campaign Finance Reports

Consideration of Resolution implementing provisions of Florida Statutes Section 106.07(2)(a)2 regarding electronic filing of campaign finance reports.

REGULAR COUNCIL MEETING – JUNE 3, 2013

Mayor Bradburn distributed verbiage for Council consideration to add to the resolution as follows:

If a candidate believes a hardship exists whereby electronic filing is not available due to lack of computer equipment or internet access, the candidate must notify the City Clerk in writing at least seven days prior to the filing deadline. The City, in conjunction with the Supervisor of Elections, will make a computer available during regular business hours to facilitate the electronic filing of campaign reports.

City Clerk Peters reviewed that this resolution is the result of a request by the Supervisor of Elections to require electronic filing of campaign finance reports by candidates for the City of Brooksville. She advised it is not required but will help the Supervisor of Elections office to run more efficiently, saving time and money.

Mayor Bradburn reviewed the verbiage submitted, which was briefly discussed.

Council Member Johnston recommended the verbiage be added under Section 5, changing the title from Alternative Procedure to Alternative Procedures, making the current verbiage there Sub-paragraph A and the added verbiage B. Brief discussion of the current process ensued.

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Hohn for approval of Resolution No. 2013-07 as amended.

City Clerk Peters read Resolution No. 2013-07 by title, as follows:

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA, IMPLEMENTING THE PROVISIONS OF SECTION 106.07(2)(a)2., FLORIDA STATUTES, REQUIRING ELECTRONIC FILING OF CAMPAIGN FINANCE REPORTS OF LOCAL CANDIDATES AND POLITICAL COMMITTEES; ESTABLISHING AN ELECTRONIC FILING SYSTEM AND REQUIRING A WRITTEN ACKNOWLEDGEMENT REGARDING CERTAIN MATTERS PERTAINING TO THE ELECTRONIC FILING SYSTEM.

Motion carried 4-0 upon roll call vote, as follows:

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

CITIZEN INPUT

Mayor Bradburn asked for public input.

REGULAR COUNCIL MEETING – JUNE 3, 2013

Kojack Burnett

He congratulated Vice Mayor Hohn on completion of his institute and congratulated Council Member Bernardini and Fire Chief Mossgrove on the graduation of their family members.

ITEMS BY COUNCIL

Frankie Burnett, Council Member

Birthday Wishes & Congratulations

Council Member Burnett wished his brother Kojack a Happy Birthday and also congratulated all County High School graduates and those graduating from higher education as well.

Staff Recognition

As always, Council Member Bernardini thanked the City Manager and staff for diligently working to keep the image and perception of the City up.

Jim Fisher, City Attorney

Graduation

Attorney Fisher advised that his son graduated High School on Saturday as well with a bright futures scholarship to the University of Florida.

Joseph E. Johnston, III, Council Member

June 17th Meeting

Council Member Johnston advised he will not be in attendance at the next meeting.

Kevin Hohn, Vice Mayor

1st Tee Tournament

Vice Mayor Hohn advised the final tally from the 1st Tee Tournament was around \$11,000.

Lara Bradburn, Mayor

Fluoridation Filtration

Mayor Bradburn advised that upon further research, she found that costs for filtration that will eliminate fluoride ions from the water is upwards of \$3-5,000 with an annual cost of around \$600 for replacement filters.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:20 p.m.


City Clerk

Attest: _____
Mayor



**CONSENT AGENDA
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: BOOM/CRANE UNIT PURCHASE

DATE: July 22, 2013

GENERAL SUMMARY/BACKGROUND: The Utilities Division of the Public Works Department is requesting Council approval to purchase a boom/crane unit. This equipment is needed to remove and service large motors from wastewater lift/pump stations, wells and treatment plants. Some of the City's motors weigh from 1 1/2 to 2 tons. The unit can also be used by line repair crews to lift valves, fire hydrants, large pipes, and structures in place for installation and repair.

The Utilities Division has rented a boom/crane unit 16 times in the last year, in the total amount of \$6,357. This is an average cost of approximately \$400 per event. Scheduling has sometimes been difficult to obtain and at times critical. Staff believes that the availability of cranes that we currently use will be more difficult to obtain as the economy rebounds. The boom/crane unit will also allow personnel to do heavy lifting for jobs where backhoes are currently used.

In order to stay within the budgeted amount of \$110,000, a request for bids for new and used equipment was solicited. Staff requested bids on a minimum boom length of 60 feet and a lifting range of 16-20 tons at 5 feet from the pivot. The bid was advertised on June 19, 2013, and sealed bids were opened on July 3, 2013.

The two (2) bids received are as follows:

Vendor	Unit	Miles	Warrantee Summary	Bid Price
Altec	New, 2013 Freightliner w/Altec Crane	20	Crane Unit - 1 year Chassis-2 year drive train	\$172,101
Ring Power	Used, 2008 Ford w/Manitex Crane	13,000	Crane Unit -30 days Chassis-1 year drive train	\$107,000

The recommended boom/crane unit is the used 2008 unit with 13,000 miles bid by Ring Power Corporation. It was used as a rental boom/crane unit in Ring Power's construction fleet. Boom/crane units are very specialized units and factory authorized rental dealers are held to strict Occupational Safety and Health Act Standards for annual inspections and maintenance. The liability for poorly maintained lifting equipment is

extreme, especially when the units are part of an active rental fleet. It is believed a low-mileage rental-fleet unit would be in excellent condition and at the best price for the City.

Staff has inspected the Ring Power Corporation's boom/crane unit and it appears to be in excellent working order. Staff is of the opinion that the Ring Power boom/crane is the most economical unit for the City's anticipated usage. Ring Power Corporation is providing a one (1) year warranty on the chassis and a 30-day warranty on the crane.

BUDGET IMPACT: \$110,000 was budgeted in the Fiscal Year 2013 Budget from Line Item Account Number 401-000-166-19037. A used unit is available from Ring Power Corporation (rental fleet) for \$107,000.

LEGAL REVIEW: Pursuant to the City's Charter, Article V, Section 5.04, Competitive Bidding, the 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 Florida Statutes, Chapter 287.

STAFF RECOMMENDATION: Staff recommends the City Council approve the purchase of the used boom/crane unit from Ring Power Corporation, in the amount of \$107,000.

- Attachments:**
1. Altec Bid
 2. Ring Power Bid
 3. Picture of recommended purchase

Attachment 1

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
16-20 TON BOOM TRUCK
BID NO.: UD2013-03

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 the City Of Brooksville 16-20 Ton Boom Truck Bid No. UD2013-03 as described in the Proposal Questionnaire for the Total Bid Sum of One hundred and seventy two thousand one hundred and one Dollars (\$ 172,101.00*)
*FET NOT Included. If the City is not FET Exempt, FET will be applied to the final price.

5. Number of days from date of the Purchase Order will be required for the delivery of unit?

Crane available on 7/30/13
(Maximum 40 Calendar Days)

6. 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.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: None

Name of Bidder: Altec Industries Inc.

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: Altec Industries Inc.

Incorporated in State of: Alabama Date of Incorporation: 1957

Business Address: 325 South Center Drive

City: Daleville State VA Zip 24083

Telephone Number: (540) 966-2908 Fax () _____

Submitted By: Daisy Rodriguez

(Print)

Title: Technical Sales and Support

Signature: [Handwritten Signature]

ATTEST: [Handwritten Signature]

Secretary

By: Robert D. Hunter

Print Name

Affix Corporate Seal
(If Corporation)

State of ~~Florida~~ Virginia
County of ~~Botetourt~~ _____

The foregoing instrument was acknowledged before me this 1st day of July, 2013 by Daisy Rodriguez 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]

Sherrie Moorman
[Printed, typed or stamped name 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.



July 1, 2013
Our 84th Year

CITY OF BROOKSVILLE
201 HOWELL AVE
BROOKSVILLE, FL 34601-2041
US

Bill To:
CITY OF BROOKSVILLE
201 HOWELL AVE
BROOKSVILLE, FL 34601-2041
United States

Altec Quotation Number 227743 - 1
Account Manager: Bud Welch
Inside Sales Rep: Daisy Rodriguez

Altec Sales Order(s):

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AC18-70B, Hydraulic Telescopic Crane, is built in accordance to ALTEC'S standard specifications and includes the following features	1	
	<ul style="list-style-type: none"> A. The features listed below are standard and may not reflect customers requirements: B. 18 Ton (16.3 t) Maximum Lifting Capacity C. 70 Foot (21.3 m) 3-Section Proportional Boom D. 80 Foot (24.4 m) Maximum Sheave Height E. Standard features provided with AC18: F. Outrigger Boom Interlock System: Helps prevent operator from using unit until all outriggers are properly proportioned. G. Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion. H. Emergency Stop at Operator Controls I. Anti-Two Block Device J. Winch: 12,000 pound (5443 kg) with variable 2-speed control, obtained through the addition of second pump flow. Movement of the control lever through its full range, smoothly changes the winch speed from 0 to 147 feet/minute for the first pump, and then to 228 fpm overall (3rd layer). K. 7 Ton (6.4 t) capacity rating, top swivel down haul ball and hook, weighs 105 pounds (48 kg) L. Swing Drive with double planetary gearbox with spring applied, hydraulically released brake M. Hydraulic System: Full pressure with hydraulic pilot operated control valves at each control station N. Outrigger Controls: One control panel, located at each rear corner of tailshelf Front outrigger, rear outrigger and optional Load Ball/Winch Stow on left, and Front Outrigger and Rear Outrigger on right. O. Reservoir: 70 Gallon (265 l) reservoir, mounted on side of chassis frame. Includes filters, shut-off valve in suction line, filter bypass valve and plumbing on unit. P. Rotation: 180 Degree rotation with rated capacity load chart for work zone over rear Q. Subframe: Ties the front and rear outriggers together R. Boom Head Sheave Assembly: Boom Head Sheave assembly with 1 lower sheave. A Hanger Block Assembly is provided with optional 2 sheave load blocks to achieve 3 or 4 parts of line. 		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
S.	Boom Rest, H-type		
T.	Engine Start/Stop switch on control panel		
U.	Standard Front and Rear Outriggers: Primary, Pivoting A-Frame type attached to pedestal, with 18.7 foot (5.7 m) spread. Auxiliary, Modified A-Frame type, with 10.1 foot (3.1 m) spread.		
V.	ASME B30.5: Conformance with Mobile Crane Standard		
W.	Manuals: Two (2) Operators and two (2) Maintenance/ Parts manuals, Basic Operational DVD for operator familiarization		
X.	Basic Operation Video to help familiarize the operator		
Y.	Paint: Altec White utilizing the Altec 2-Stage Powder Coat Paint Process.		
Z.	Altec LMAP (Load Moment Area Protection system) includes: removable weather resistant display, rated capacity limiter, boom length display, angle display, load on hook display, percent of rated capacity display, electronic working area definition, Operator audible alarm set points for boom angle, length, and rotational position		
2.	Heavy Lift	1	
3.	Non-continuous 370 degrees, front outrigger required	1	
4.	Dual Control Station, Walk Through-Style	1	
5.	12k Single Speed Winch with Burst of Speed, Installed	1	
6.	70 Gallon Reservoir, installed	1	
7.	Platform Not Requested	1	
8.	Jib - 40 feet (12.2 m) 2-Piece telescopic, 24 feet (7.3 m) retracted	1	
9.	Upper Booms Painted Black	1	
10.	Primary, Pivoting A-Frame type attached to pedestal, with 18.7 foot (5.7 m) spread, installed	1	
11.	Underframe A-Frame Auxiliary Outriggers	1	
12.	Front Bumper Outrigger, with electrical switch control on outrigger, required for 360 degree working capacity	1	
13.	ATB Switch Cover	1	
14.	LMI Reel Tree Guard	1	
15.	Foot Throttles Installed at Control Stations	1	
16.	Greer Load Moment Indicator With Area Protection	1	
17.	Left Hand Joystick Control/Right Hand Lever Controls (Standard for all Models)	1	
18.	Winch Disable Switch	1	
19.	Boom Winch Stow Switch	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
20.	No Radio Remote Requested	1	
21.	Drum Rotation Indicator, installed	1	
22.	Powder coat unit Altec White.	1	
23.	Extended Portions Of Outriggers Painted Black (Standard)	1	
<u>Unit & Hydraulic Acc.</u>			
24.	240 Feet (73.2 m) of 9/16 (14.3 mm) inch diameter rotation resistant wire rope with 178 pound non-swivel, down haul ball and hook, 7 ton capacity rating.	1	
25.	AC18 Subbase For A-Frame Outriggers	1	
26.	HVI-22 Hydraulic Oil (Standard).	90	
27.	Standard Pump For PTO	1	
28.	Air Shift PTO, installed	1	
29.	Electric Over Hydraulic Outrigger Controls - Rocker Switches Installed On Tailshelf, Each Side (Behind Cab/Rear Mount)	1	
<u>Body</u>			
30.	Flat Bed, steel construction, 19.5 feet (5.9 m) long, for B and R mounts both, with stake pockets.	1	
<u>Body Accessories</u>			
31.	Standard Boom Rest, removable, installed behind cab	1	
<u>Body and Chassis Accessories</u>			
32.	Standard Mud Flap Installation, installed behind rear wheels	1	
33.	Access Step Flatbed Access Ladder From Ground With Grab Handles - Installed Rear Of Flatbed, Towards CS	1	
34.	T-125 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1	
35.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
36.	Glad Hands At Rear, Straight Type	1	
37.	Outrigger Pad, 24" x 24" x 3", Wood With Rope Handle	5	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
38.	Custom Outrigger Pad Holder Outrigger pad holder, to store 3 pads SS, 2 pads CS. With Pendulum Retainer	2	
39.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
40.	Custom Wheel Chock Holders 1 each side under flatbed	1	
41.	5 LB Fire Extinguisher With Light Duty Bracket, Installed	1	
42.	Triangular Reflector Kit, Installed	1	
43.	Triangular Reflector Kit, Shipped Loose	1	
44.	Vinyl manual pouch for storage of all operator and parts manuals	1	
45.	Underride Protection - Standard	1	
<u>Electrical Accessories</u>			
46.	FMVSS 108 Kit (Incandescent), installed	1	
47.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
48.	PTO Hour Meter, Round With 10,000 Hour Display	1	
49.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
50.	Relocate Trailer Receptacle Supplied With Chassis 7-Pin	1	
51.	Electric Trailer Brake Controller (Kelsey Hayes #81741)	1	
52.	PDM Module, installed on back wall of cab/ chassis	1	
<u>Installation</u>			
53.	Manual Kit (Includes (2) Operators Manuals, (2) Parts and Maintenance Manuals, (1) Operational and Safety DVD	1	
<u>Finishing Details</u>			
54.	Focus Factory Build	1	
55.	Powder Coat Unit Altec White	1	
56.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
57.	Apply Non-Skid Paint to all walking surfaces	1	
58.	English Safety And Instructional Decals	1	
59.	Vehicle Height Placard - Installed In Cab	1	
60.	Stability test unit according to ANSI requirements.	1	
61.	Final Assembly	1	
	<u>Chassis</u>		
62.	Chassis	1	
63.	Altec Supplied Chassis	1	
64.	2013 Model Year	1	
65.	Chassis Make Freightliner M2-106	1	
66.	Chassis Color - White	1	
67.	Chassis Cab To Axle Length 169" Clear CT	1	
68.	Chassis Wheelbase Length 239"	1	
69.	GVWR 54,600 LBS	1	
70.	14,600 LBs Front Axle Rating	1	
71.	40,000 LBs Rear Axle Rating	1	
72.	Cummins ISC	1	
73.	330 HP Engine Rating	1	
74.	Transmission EATON FULLER FR-11210B	1	
75.	Single Vertical Exhaust With Horizontal Muffler Right Hand Exhaust Single Horizontal, RH Side Of Cab	1	
76.	Air Brakes	1	
77.	Non-CARB Compliant Idle Engine Shut-Down	1	
78.	6x4 Tandem Axle	1	
79.	Conventional Cab	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Additional Pricing</u>			
80.	Federal Excise Tax Item	1	
81.	Stock Unit	1	
<u>Miscellaneous</u>			
82.	Standard Altec Warranty One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges Limited Lifetime Structural Warranty	1	
83.	5 Year Structural Warranty ILO Limited Lifetime	1	
Total			172,101.00

Altec Industries, Inc.

BY 
 Daisy Rodriguez

Notes:

- 1 Altec Standard Warranty:
 - One (1) year parts warranty.
 - One (1) year labor warranty.
 - Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts
 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

F.O.B. - Destination

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any

local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

6 Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due NET 30 days after receipt of completed unit.

7 Interest charge of 1/2% per month to be added for late payment.

8 Delivery: Available Immediately days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

B. Chassis is received a minimum of sixty (60) days before scheduled delivery.

C. Customer approval drawings are returned by requested date.

D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

10 This quotation is valid until SEP 09, 2013. After this date, please contact Altec Industries, Inc. for a possible extension.

11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

13 Please direct all questions to Bud Welch.

Attachment 2

Name of Bidder: Ring Power Corporation

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: Ring Power Corporation

Incorporated in State of: Florida Date of Incorporation: 7/17/1961

Business Address: 10421 Fern Hill Drive

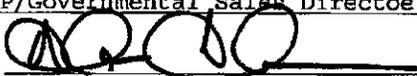
City: Riverview State FL Zip 33578

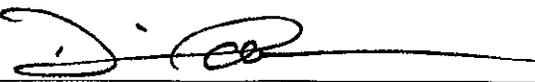
Telephone Number: (813) 671-3700 Fax (813) 672-6680

Submitted By: Alan Thomas

(Print)

Title: VP/Governmental Sales Director

Signature: 

ATTEST: 

Secretary

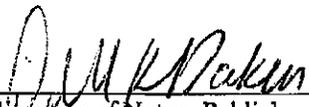
By: David Alban
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 1st day of July, 2013 by David Alban, who is personally known to me or who presented personally known as identification, and who (did) (did not) take an oath.

DEBRA K. DACKEN
Notary Public, State of Florida
My comm. exp. April 4, 2014
Comm. No. DD 978587


[Signature of Notary Public]

[Printed, typed or stamped name 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.



17700

STANDARD COMPONENTS INCLUDE:

Boom, boom hoist cylinder, 2-speed winch, load line and 5 ton (4,5 mt) overhaul ball, turret, pedestal, dual operator control stations, LMI & ATB protection systems, sub-frame, a-frame link outriggers, a-frame rear stabilizers, hydraulic reservoir and boom rest.

HYDRAULICS

- 8-Bolt direct mounted PTO with SAE B or SAE BB output
- Three-section gear pump, SAE BB input (standard)

Pump Section	2000 RPM	2000 RPM
Shaft End Pump:	32.4 GPM @ 100 PSI	123 LPM @ 100 PSI
Center Pump:	20.6 GPM @ 100 PSI	78 LPM @ 100 PSI
Cover End Pump:	10 GPM @ 100 PSI	38 LPM @ 100 PSI

- Hydraulic reservoir - 70 gallon (265 liter) capacity

WARNING SYSTEMS

- LMI with display and crane function shut-offs for overload protection
- Anti-two block system

OPTIONS

- Rear mount configuration (consult factory)
- Wireless LMI and ATB system
- 20' (6,2 m) Flatbed - wood or 1/8" steel deck
- 20' (6,2 m) Heavy hauler flatbed - 3/16" steel deck w/rub rails
- 24" (610 mm) Bulkhead
- 23.6' (7,2 m) Fixed jib
- 23.6' (7,2 m) - 40.6' (12,4 m) 2-Section telescopic jib
- Rotation resistant wire rope, 9/16" (14,3 mm) diameter
- Load block - 1 sheave
- Front center stabilizer
- Hydraulic oil cooler
- Hose reel - boom mounted
- Toolboxes
 - 24" L x 20" W x 18" H (610 mm x 508 mm x 457 mm)
 - 48" L x 18" W x 18" H (1220 mm x 457 mm x 457 mm)
- 2-Person gravity leveled non-rotating basket - 600 lb (272 kg) capacity
- 2-Person gravity leveled rotating (manual) basket - 1200 lb (544 kg) capacity
- 4-Function radio remote crane control system
- Three section vane pump, SAE B input

BOOM

- 17 Ton (15,5 mt) capacity at 5' (1,5 m) radius
- 3-Section 70' (21,3 m) proportional boom
- 3-Sheave quick reeve boom point

HOIST

- Maximum theoretical line speed 300 fpm (91 mpm)
- Maximum theoretical bottom-layer line pull 11,500 lb (5,216 kg)
- Wire Rope - 300' (91,4 m) of 9/16" (14,3 mm) diameter 6 x 25 EIPS IWRC

In order to ensure continuous improvement, Manitex reserves the right to change design and specifications without notice.

MTX-1770C-SS-EN-V3-1111

Attachment 3

Equipment Trader

www.equipmenttraderonline.com

Ad Listing ID: 110221054

2008 MANITEX 1770C

\$110,000.00

SELLER INFORMATION

Ring Power Corp
10421 Fern Hill Dr.
Riverview, FL 33578



- Toll Free: (877) 941-4799
- <http://www.ringpower.com>

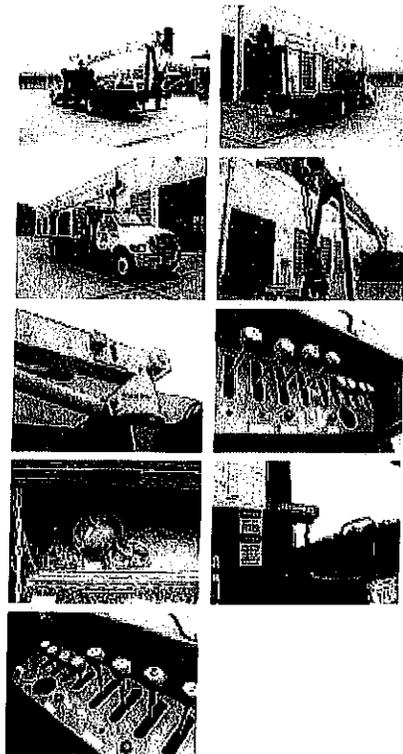
VEHICLE DETAILS



Year:2008
 Make:MANITEX
 Model:1770C
 Location:Riverview, FL
 Type:LIFTING
 Hours:13000

SELLER DESCRIPTION

2008 MANITEX 1770C, Cranes - Boom Truck, Suspension, Wheels, Wheel Base, Axle, , , 2008 Manitex 1770C Crane Truck, 2008 Manitex 1770C Crane Truck





CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR

SUBJECT: PAVING PROJECTS BID PR2013-04 AWARD

DATE: JULY 29, 2013

GENERAL SUMMARY/BACKGROUND: The City advertised for sealed bids for the following two (2) projects:

- Project A, the paving and redesign of the McKethan Park parking lot.
- Project B, the paving and realignment of John Gary Grubbs (JGG) Boulevard and a pavement overlay to the Enrichment Center Parking Lot.

Project B also included two (2) Alternate Bids, as follows:

- Alternate Bid 1 includes a sidewalk along John Gary Grubbs Boulevard from the Enrichment Center Parking Lot to U.S. Highway 41.
- Alternate Bid 2 is to use crushed concrete in lieu of limerock for the road base. The crushed concrete would offer a more stable road base, since this area tends to have very wet soil at times. This is a recommendation from the Project Engineer, Coastal Engineering Associates, Inc., and the Public Works Director, Richard Radacky.

Bids were opened on July 24, 2013. The following bids were received:

BIDDER	PROJECT A McKethan Park	PROJECT B JGG Blvd. & ECI Parking Lot	PROJECT B Alternate 1 Sidewalk	PROJECT B Alternate 2 Road Base	Project B Total	TOTAL PROJECT COST
Goodwin Brothers	\$96,386.70	66,128.21	8,554.00	2,343.60	77,025.81	\$173,412.51
BRW Contracting	\$97,686.00	88,836.00	7,050.00	895.00	96,781.00	\$194,467.00
Pave-Rite, Inc.	\$152,176.64	98,510.37	6,800.00	778.00	106,088.37	\$258,265.01
J.E. Ausley	\$164,317.00	106,371.00	6,400.00	3,500.00	116,271.00	\$280,588.00

Staff and the project engineers, Cardno TBE and Coastal Engineering Associates, Inc., have reviewed the bids and determined that the most reasonable and responsive bidder is Goodwin Brothers Construction, Inc. Furthermore, staff has determined that

sufficient funds are available to award bids for Project B Alternate 1, sidewalk, and Alternate 2, use of crushed concrete for roadway base. The total project cost including alternates would be \$173,412.51.

BUDGET IMPACT: Funds are available and currently budgeted in the Fiscal Year 2013 Budget, titled, Public Building Impact Fees, Fund Number 113, General Ledger Account Number 113-020-572-55630 (Improvements Other than Buildings) in the amount of \$197,700.

LEGAL REVIEW: Pursuant to the City's Charter, Article V, Section, 5.04, Competitive Bidding, the 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 Florida Statutes Chapter 287.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the bid award for the Paving Projects-Bid Number, PR2013-04, to Goodwin Brothers Construction, Inc., for Projects A and B, to include Alternate Bids 1 and 2, for a total bid award \$173,412.51 and authorize the Mayor to execute the agreements on behalf of the Council.

ATTACHMENTS: 1. Bid Certification
2. Agreement for Contractor Services

Attachment 1

City of Brooksville
Paving Projects
Bid No.: PR2013-04
BID/CERTIFICATION FORM

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. This bid is being made available for contractors to bid on either Project A or Project B or Both. Contractors must bid on Project B to be entitled to bid on Alternate Bids. The bids are lump sum bids except where otherwise noted. Bidder proposes and agrees to provide all materials, services or equipment required for the **City of Brooksville Paving Projects Bid No.: PR2013-04**, for:

Project A: McKethan Park - Parking Lot the Total Bid Sum of Ninety-six Thousand Three Hundred Eighty Six Dollars and Seventy cents Dollars
(\$ 96,386.70).

The prices of the "Geopavers[®]" and the 2 FDOT Type D concrete Storm water Inlets are to be noted as separate line items. The City reserves the right to purchase these items directly from the manufacturer.

- "Geopavers[®]" total number as per plan\$ 12,217.39
- FDOT Type D concrete storm water Inlets (x2)\$ 1712.00

Project B: John Gary Grubbs Blvd Realignment and Enrichment Center Parking Lot Improvements the Total Bid Sum of Sixty-Six Thousand One Hundred Twenty Eight and Twenty-one Dollars (\$ 66,128.21).

The prices of the Concrete Storm water Discharge Structure (Weir) and the Relocation of the existing chain link fence are to be noted as separate line items. The City reserves the right to purchase these items directly from the manufacturer or supplier.

- Concrete Storm water Discharge Structure (Weir) \$ 2,500.00
- Relocation of the existing chain link fence\$ 800.00

Alternative Bid No. 1: This Alternative Bid consist of installing a 5 foot wide, approximately 470 feet long, 3 inch thick concrete sidewalk to parallel John Gary Grubbs Blvd on the north side of the road. It is to run from the ECI parking lot to Broad Street\$ 8,554.00

Alternative Bid No. 2: Please provide a price that would use 6" of Crushed Concrete in lieu of Lime Rock for the road base. Any saving using the crushed concrete should be reflected as an amount to be deduction from the Total Bid Sum above and presented in parenthesis "\$)". Any additional cost to be added to the Total Bid Sum should be presented without parenthesis.

- 6" of Crushed Concrete in lieu of Lime Rock (\$' Reduction) / \$' Additional.....\$ 2,343.60

Contractors must bid on Project B to be entitled to bid on Alternate bids.

5. Number of days from date if Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans.

10
(Maximum 10 Calendar Days)

6. 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.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

Addendum #1 7/18/2013

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Name of Bidder: GOODWIN BROS CONSTRUCTION, INC.

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

If a Partnership:

Name(s) of Partner(s): _____

If a Corporation:

Incorporated in State of: FLORIDA Date of Incorporation 07/31/1987

Business Address: GOODWIN BROS CONSTRUCTION, INC.

City, State, Zip: BROOKSVILLE State: FL Zip: 34601

Telephone Number: (352) 796-0149 Fax (352) 544-1084

Submitted By: (Print) DANIEL R. GOODWIN JR. Title: PRESIDENT

Signature: *[Handwritten Signature]*

ATTEST: Secretary

By: *[Handwritten Signature]*

Michael Goodwin
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of HERNANDO

The foregoing instrument was acknowledged before me this 23rd day of July, 2013 by DANIEL R. GOODWIN JR., 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]

[Printed, typed or stamped name of Notary Public]



[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.

Attachment 2

PUBLIC BUILDING IMPACT FEES FUND 113

	Actual 08/09	Actual 09/10	Actual 10/11	Budgeted 11/12	Requested 12/13
INCOME					
Intergovernmental Revenue	\$0	\$0	\$0	\$0	\$0
Fines & Forfeitures	0	0	0	0	0
Miscellaneous	-3,082	3,441	938	0	0
Interest Income	1,822	1,041	842	800	650
FHLB Interest	0	0	0	0	0
Special Assessment	2,495	2,518	1,631	2,000	0
Transfers In	0	0	0	0	0
Prior Year Carry forward	250,227	251,463	258,462	257,000	262,543
Total Income	\$251,462	\$258,463	\$261,873	\$259,800	\$263,193
EXPENDITURES					
Personnel Services	\$0	\$0	\$0	\$0	\$0
Operating Expenditures	0	0	0	0	0
Capital Outlays	0	0	0	100,000	197,700 (1)
Transfers Out	0	0	0	0	0
Reserves	251,462	258,463	261,873	159,800	65,493
Total Expenditures	\$251,462	\$258,463	\$261,873	\$259,800	\$263,193

(1) John Grubbs Boulevard and McKethan Park parking Improvements due to ECI/Quarry expansion parking code requirements. John Gary Grubbs Blvd. parking Improvements (\$67,000); McKethan Parking (\$130,700).

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Description: Impact Fees for Public Buildings

Revenue Source: Impact Fees collected on new construction. City has adopted the Impact Fees according to Hernando Ordinances.

Expenditures: Capital expenditures for Public Building. Fund are to be spent within 7 years of receipt. County Ordinance defines capital as equipment purchases with an expected life of 3 years or more.

Attachment 3

**AGREEMENT FOR CONTRACTOR SERVICES
CITY OF BROOKSVILLE PAVING PROJECTS
BID NO.: PR2013-04**

This Agreement made as of this 5th day of, August, 2013, by and between the **City of Brooksville, Florida** - (the "CITY"), and **Goodwin Brothers Construction, Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **14341 Ponce De Leon Blvd., Brooksville, FL 34601**, Phone: **(352) 796-0149**, Fax: **(352) 544-1084**.

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 the **City of Brooksville Paving Projects**.

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 within 10 days of the Notice to Proceed and complete all services by **September 30, 2013**.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **\$173,412.51**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- 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.

Public Records Law. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Brooksville in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Brooksville and destroy any duplicate exempt or confidential public records.

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 bid/proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

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. Addendums (if any)
- H. 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:

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:

Witness: _____
Name

Signature

Business Name
By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

APPROVED AS TO 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: RICHARD RADACKY, DIRECTOR OF PUBLIC WORKS

SUBJECT: INMATE WORK SQUAD CONTRACT WS870

DATE: July 26, 2013

GENERAL SUMMARY/BACKGROUND: Attached is the annual inmate work squad Contract No. WS870 "Attachment A", from the Florida Department of Corrections. This agreement is for one (1) budgeted work squad the city utilizes to maintain the street right-of-ways and water retention areas throughout the city. The contract will provide the city with one (1) correctional officer and up to five (5) inmates for a one (1) year term through November 4, 2014 with the option to renew for an additional one (1) year period after the initial contract.

There are no changes in the agreement from last year; it is for a total contract cost of \$57,497. This program is a very important part of the Public Works Department workforce.

BUDGET IMPACT: The agreement is for a total of \$57,497 and will be requested in the upcoming proposed Streets Division 2013/14 Budget, in Line Item Account No. 001-020-572-53400, Other Contractual Services. Contract provisions require a 60 day notice for termination if funding is not available.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const. /Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

STAFF RECOMMENDATION: Staff recommends that Council approve the proposed inmate work squad contract with the Florida Department of Corrections, Contract No. WS870, not to exceed \$57,497.

ATTACHMENTS: Work Squad Contract No. WS 870

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF BROOKSVILLE

This Contract is between the Florida Department of Corrections ("Department") and City of Brooksville ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS City of Brooksville is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on November 5, 2013 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or November 4, 2014, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Richard Radacky, Director
Department of Public Works
City of Brooksville
201 Howell Avenue
Telephone: (352) 540-3860
Fax: (352) 544-5470
E-mail: RRadacky@cityofbrooksville.us

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Hernando Correctional Institution
16415 Spring Hill Drive
Brooksville, FL 34604
Telephone: (352) 754-6715

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, FL 32399-2500
Phone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

T. Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Fax: (352) 544-5424

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF BROOKSVILLE

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME: **Michael D. Crews**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED
BY: _____
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: _____

Addendum A
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Effective November 5, 2013

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

Per Officer Annual Cost	Total Annual Cost
-------------------------	-------------------

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

Officers Salary	# Officer: Multiplier	1	** \$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	\$ 2,225.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
 ** Annual cost does not include overtime pay.
 IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

Number Squads	Total Annual Cost
---------------	-------------------

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
 ENCLOSED TRAILER REQUIRED: YES NO

Addendum A
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Effective November 5, 2013

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4969.00
 Vehicle Mounted Radio MACOM \$5400.00

Per Unit Cost	Number of Units
	1

TOTAL Operating Capital To Be Advanced By Agency

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Effective November 5, 2013

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE TURNER, CHIEF OF POLICE
SUBJECT: CORRECTION - Edward Byrne Memorial Justice Assistance Grant (JAG) Program – County Wide, 2013/14

DATE: August 05, 2013

GENERAL SUMMARY: The 2013/14 Edward Byrne Memorial Justice Assistance Grant award amount for Hernando County *has been revised* for award of \$70,614 (see Attachment 1, letter from Florida Department of Law Enforcement). These funds are to be used by local units of governments to support approved programs to prevent and control crime and to improve the criminal justice system.

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. The Hernando County Board of County Commissioners (BOCC) assumed responsibility as the coordinating unit of government and appointed the Substance Abuse Policy Advisory Board as the county coordinator for this program. The Certificate of Participation was filed by the BOCC as required.

The Substance Abuse Policy Advisory Board met on June 19, 2013, at the County Clerk's meeting room, Hernando County Court House, Brooksville, FL and have subsequently agreed to the following recommended distribution of monies from the 2013/14 grant award:

- *Hernando County Sheriff's Office:* TECHNOLOGY UPGRADE \$26,149.
- *City of Brooksville Police Dept.:* MARKED PATROL VEHICLE PURCHASE PROGRAM \$26,149.
- *Court Administration 5th Judicial Circuit:* H.C. ADULT DRUG COURT PROGRAM \$18,316.

BUDGET IMPACT: Grant award is for the 2013/14 budget year. Matching funds are not required. The Brooksville grant amount of \$26,149 will cover the cost of one state bid marked police package vehicle.

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 and acceptance of grant funds.

STAFF RECOMMENDATION: Staff recommends the Brooksville City Council approve and authorize the Mayor to sign the consensus / 51% letter approving the recommendations forwarded by the Substance Abuse Policy Advisory Board and approve the City Manager to sign the Application for Funding as the Authorizing Official of Government Unit/Designated Representative of the City of Brooksville for both the application as well as the acceptance of the grant award. The final grant application is due in the offices of Florida Department of Law Enforcement no later than July 31, 2013.

- ATTACHMENT:**
1. Letter from Petrina Tuttle Herring, Administrator, FDLE
 2. Mayor's Letter of Agreement to Allocation

Attachment 1



07-25-13 11:38 AM

Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

July 18, 2013

Mr. Don Barbee, Jr.
Chairman, Substance Abuse Policy Advisory Board
Clerk of Circuit Court & Comptroller
20 North Main Street, Room 131
Brooksville, Florida 34601

Dear Mr. Barbee, Jr.:

The Florida Department of Law Enforcement (FDLE) was informed by the United States Department of Justice (DOJ) that the anticipated Justice Assistance Grant (JAG) funds allocated to the State of Florida will increase as a result of including additional unobligated funds from previous federal fiscal years. We are pleased to announce that this results in an increase of JAG Countywide funding for each county. The amount allocated for Hernando County has increased to \$70,614. The letters of approval representing agreement among at least 51 percent of all units of local government representing at least 51 percent of the county population must show the new allocation of dollars to each project in the county.

The deadline for the on-line submission of the JAG Countywide applications is extended until July 31, 2013. Please contact Planning Manager Janice Parish if this deadline poses additional concerns, if you have any questions regarding changes with your JAG application, or you need the application returned in the Subgrant Information Management On-Line (SIMON) system. The Office of Criminal Justice Grants (OCJG) is available for assistance Monday through Friday, 8:00 a.m. – 5:00 p.m. EDT. For issues relating to SIMON, please contact (850) 617-1250 and reference the SIMON Help Desk.

Sincerely,

Petrina Tuttle Herring
Administrator

PTH/jp

cc: Chief Official for Hernando County
Mayors in Hernando County
Law Enforcement Agencies in Hernando County
Project Directors in Hernando County

Attachment 2



July 25, 2013

Mr. Clayton H. Wilder, Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

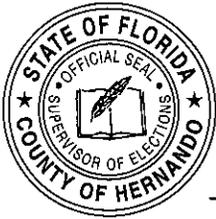
Dear Mr. Wilder:

In compliance with State of Florida *Rule 11D-9*, F.A.C., the Brooksville City Council approves the distribution of \$70,614 of Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide funds for the following projects within Hernando County:

<u>Sub-grantee</u>	<u>Title of Project</u>	<u>Amount</u>
Court Administration Fifth Judicial Circuit	Hernando County Adult Drug Court Program	\$17,043
City of Brooksville Police Department	Marked Patrol Vehicle Purchase Program	\$26,149
Hernando County Sheriff's Office	Technology Upgrade	\$26,149

Sincerely,

Lara Bradburn, Mayor
Brooksville City Council



AGENDA ITEM NO. F-1
8/5/13
Shirley Anderson
Hernando County Supervisor of Elections

June 28, 2013

Jennene Norman-Vacha
City Manager
201 Howell Ave.
Brooksville, FL 34601

Dear, Ms. Norman-Vacha:

I am in the process of reviewing precinct layouts that involve the City of Brooksville. Currently the Supervisor of Elections (SOE) office has four precincts where city ballots are distributed to voters on election day. My plan is to redraw the precincts and make Precinct 4 (Jerome Brown Center) a precinct where **all** residents in the City of Brooksville would vote on election day. By doing this it would eliminate two precincts; Precinct 11 (South Brooksville Community Center) and Precinct 26 (Cloverleaf). It would also move all city voters out of Precinct 10 (Grace World Outreach). All non-city voters in Precinct 4 (Jerome Brown Center) would be relocated to another precinct. This would make 4,829 total registered voters at Precinct 4, all city voters.

We are also in the beginning stages of making the South Brooksville Community Center an Early Voter center to further assist and serve the residents of Brooksville. My goal is to create efficiencies in the SOE office while increasing access for all voters.

All voters who would be impacted by this change will receive updated voter information cards as well as information about how to request a vote by mail ballot and early voting opportunities.

I have included current voter registration numbers for each of the precincts referenced above as well as historical voting data on each of the precincts. I look forward in speaking with you and the Brooksville City Council in the near future.

Sincerely ,

Shirley Anderson
Supervisor of Elections

Precinct 4	2008	2010	2012
Voted at Polls	515	381	1188
Absentee Voted	198	158	793
Early Voted	262	87	522
Tot Eligible	1603	1697	3953
% Turnout	60.8	36.9	63.3

Precinct 10	2008	2010	2012
Voted at Polls	613	587	1234
Absentee Voted	261	174	1050
Early Voted	306	128	689
Tot Eligible	1637	1635	4046
% Turnout	72.1	54.4	73.5

Precinct 11	2008	2010	2012
Voted at Polls	270	237	261
Absentee Voted	134	80	261
Early Voted	284	65	139
Tot Eligible	1064	1040	1067
% Turnout	64.7	36.7	61.9

Precinct26	2008	2010	2012
Voted at Polls	414	371	338
Absentee Voted	127	84	149
Early Voted	117	40	70
Tot Eligible	845	770	737
% Turnout	77.9	64.3	75.6

Current Voter Registration

Precinct 4- Jerome Brown Center-

4048 registered voters

2290 City Voters

1758 Non City

Precinct 10 (Grace World Outreach)

4063 registered voters

761 City Voters

3302 Non City

Precinct 11 (South Brooksville Community Center)

1047 registered voters

All City Voters

Precinct 26 (Cloverleaf)

731 registered voters

All City Voters



AGENDA ITEM NO. F-2
8/5/13

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANICE L. PETERS, CMC, CITY CLERK &
SALLY SPERLING, SCREENING COMMITTEE CHAIR

SUBJECT: SCREENING COMMITTEE RECOMMENDATION FOR THE 2013
GREAT BROOKSVILLIAN

DATE: AUGUST 5, 2013

GENERAL SUMMARY/BACKGROUND: Nominations for the 2013 "Great Brooksvillian of the Year" closed on April 30, 2013. Six nominations were received – John C. Emerson; Joseph M. Mason, Jr.; Daniel B. Merritt, Sr.; Frasier Mountain and Martin "Dan" Patrick.

Pursuant to Official Policy No. 2-2012, the Screening Committee met to review the nominations and to make their recommendations to City Council. Their recommendations will be presented to Council at the meeting.

Traditionally the award ceremony is scheduled to be held on Thursday, October 10, 2013, in conjunction with the Fall City Hall Art Reception.

FINANCIAL IMPACT: As long as the event is held in conjunction with the above referenced Art Reception, the financial impact is nominal (basically the cost of the award plaques and invitations/mailings budgeted at approximately \$200.00).

LEGAL REVIEW: Process pursuant to provisions of Official Policy No. 3-2008 and 2-2012.

RECOMMENDATION: Council selection of the 2013 "Great Brooksvillian of the Year".

ATTACHMENT: Nominees



2013 GREAT BROOKSVILLIAN

NOMINATION

John C. Emerson

Rec'd 4/29/13

"Great Brooksvillian"

NOMINATION FORM (Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

JOHN C. EMERSON

a) Address & Contact Information for nominee or family representative:

Name if representative:

JOHN EMERSON

39 CROSBY ST.

BROOKSVILLE FL. 32601

Phone No.: 352-796-3646 Fax No: _____

Email address (if available): demerbo2@tampabay.net.com

b) Nominee Year of Birth 1892

Nominee Year of Death (if applicable) 1951

c) A photo or image of the nominee is

Enclosed () Date taken _____
Not enclosed ()

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

MR. EMERSON LIVED IN THE CITY OF BROOKSVILLE AND WAS IN THE CONSTRUCTION BUSINESS. HE BUILT MANY OF THE BUILDINGS IN AND AROUND THE CITY IN THE EARLY 1900'S.

e) Did the contributions of this nominee also benefit outside the community?
If so, how?

(Attach additional sheet if necessary): _____

2. List any additional resources available for background information such as articles, books, etc.

3. Name and contact information for person sponsoring the nomination:

Phone No.: _____ Fax No: _____

Email address (If available): _____

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. *A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.*
2. *A nominee may be alive or deceased at the time of nomination.*
3. *A nominee should be a person whose contributions are generally known and readily recognizable by our residents.*
4. *Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.*
5. *Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.*
6. *Self nominations will not be accepted.*

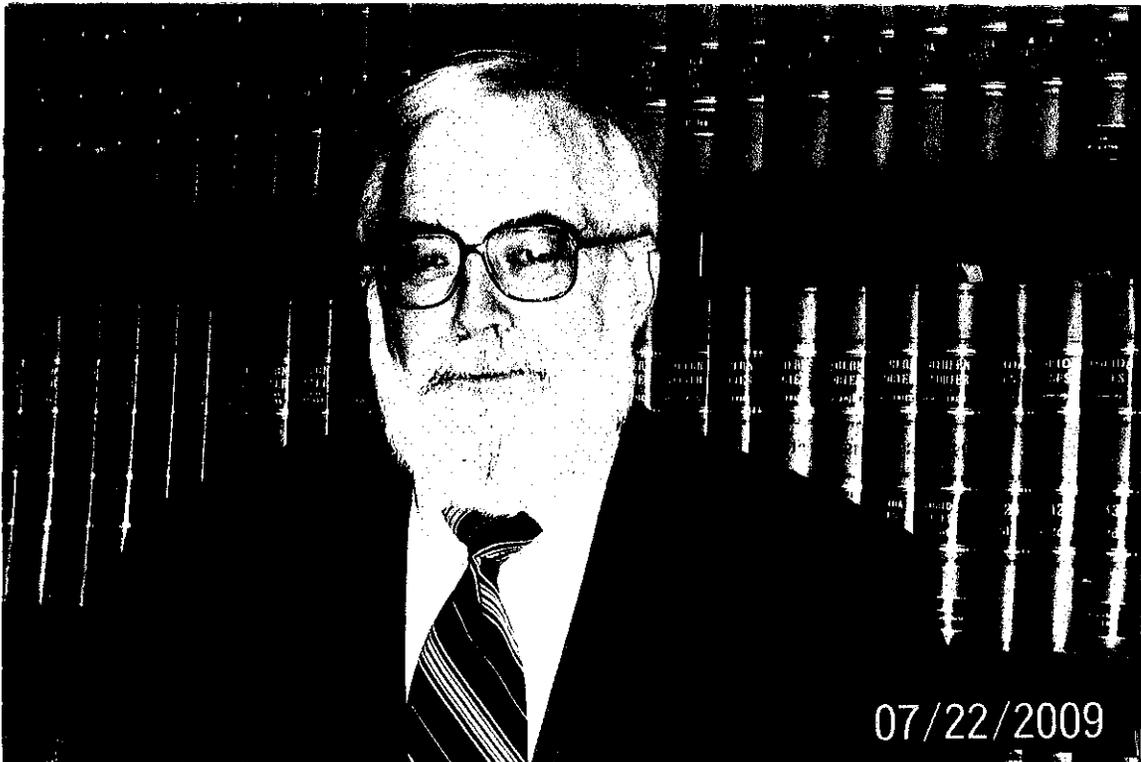
Send Completed Application to:

**City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601**



**2013 GREAT BROOKSVILLIAN
NOMINATION**

Joseph M. Mason, Jr.





Rec'd
4/30/13
2:39 PM

Colonel Nicholas J. Morana
U.S. Army (ret)
4257 Drummond Ave.
Spring Hill, Florida 34608-3847
Phone: (352) 683-4945

April 30, 2013

Mayor and Members of
Brooksville City Council
Brooksville, Florida 34601

VIA HAND DELIVERY

Dear Mayor and Council Members:

Once again I place in nomination the name of Joseph M. Mason, Jr., to be recognized as the 2013 Great Brooksvillian. The criteria for this recognition is to single out a person who has made significant contributions to the history, culture or economy of Brooksville.

A review of the attached clearly proves that Mr. Mason has contributed in all of the criteria in an outstanding manner.

Mr. Mason was born and raised in Brooksville. As an adult, he left Brooksville to serve his country as a naval officer. After a three year stint in Tampa as an attorney, all of his life has been spent in Brooksville.

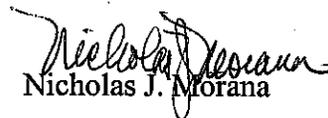
In the early days, Mr. Mason served as Chairman of the Board of Directors of Brooksville's only hospital. His guidance and counsel resulted in eventually seeing three hospitals built in Hernando County.

The joining of two Chambers of Commerce was another achievement of Mr. Mason. The ambitious and feelings of the members need not be discussed at this time, but it took a superhuman effort to eventually join the two organizations.

Mr. Mason's advice has been sought by many governors relative to appointments.

I am sure if you review the attached, you will conclude as I have, that Mr. Mason deserves to be the 2013 Great Brooksvillian. Thank you for your consideration.

Sincerely,


Nicholas J. Morana

P.S. Currently Mr. Mason is serving as a key member of the Hernando County Enrichment Centers, Inc. His advice and counsel has led the Centers to new heights in activities, members, and volunteers.

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

Joseph M. Mason, Jr.

a) Address & Contact Information for nominee or family representative:

Name if representative: N/A

Residence: 3 North Orange Avenue (Zip: 34601-2812)

Office: 101 South Main Street (Zip: 34601-3336)

Mail: Post Office Box 1900 (Zip: 34605-1900)

Brooksville, Florida

Office
Phone No.: (352) 796-0795

Office
Fax No: (352) 796-0235

Email address (If available): JoeMason@McGeeMasonLaw.com

b) Nominee Year of Birth 1943

Nominee Year of Death (if applicable) N/A

c) A photo or image of the nominee is

Enclosed () Date taken _____
Not enclosed (X) On file w/ City

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

See the nominator's letter, Mr. Mason's attached Resume',

and the attached Additional Sheet.

- _____
- _____
- _____
- e) Did the contributions of this nominee also benefit outside the community?
If so, how?

(Attach additional sheet if necessary):

See the nominator's letter, Mr. Mason's attached Resume',
and the attached Additional Sheet.

2. List any additional resources available for background information such as articles, books, etc.

See the Tampa Tribune, Hernando Today, and Hernando Times

newspaper articles and editorials over the past 30 years regarding

Joe Mason's involvement in, and contributions to, his community

and state. No "scrapbook" has been kept by him, but the indices

of the newspapers will show the extent thereof.

3. Name and contact information for person sponsoring the nomination:

Nicholas J. Morana

4257 Drummond Avenue

Spring Hill, Florida 34608-3847

Phone No.: (352) 683-4945

Fax No: (352) 683-1956

Email address (If available): njmorana@tampabay.rr.com

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.
2. A nominee may be alive or deceased at the time of nomination.
3. A nominee should be a person whose contributions are generally known and readily recognizable by our residents.
4. Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.
5. Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.
6. Self nominations will not be accepted.

Send Completed Application to:

**City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601**

ADDITIONAL SHEET

Joe Mason is a life-long resident of the City of Brooksville, having maintained his residence in the City throughout his having lived in many different places during his collegiate, military, and legal careers, prior to his 1982 return to his Brooksville roots for the remainder of his legal career. In fact, he is so proud of his Brooksville heritage that, at great expense and risk to himself, he defended, in court, his right to be a voting resident of the City of Brooksville.

During his term as President of the Hernando County Chamber of Commerce, Inc., Joe Mason formed the joint task force, with the West Hernando Chamber of Commerce, Inc., that led to the merger of the two Chambers of Commerce into the Greater Hernando Chamber of Commerce, Inc., and a significant lessening of the tensions that had grown between the Brooksville and the Spring Hill communities. As a member of Leadership Florida, he was the inspiration behind establishing, chaired the organizing committee for, and was the incorporator of, Leadership Hernando, Inc.

As a director and two term President of Withlacoochee Area Legal Services, Inc. (WALS), Joe Mason was instrumental in providing free legal services for the economically disadvantaged of Hernando, Citrus, Sumter, and Marion Counties. In 2004, as the founding President of both Legal Advocacy Center of Central Florida, Inc., and Community Legal Services of Mid-Florida, Inc., he was instrumental in combining WALS with Central Florida Legal Services, Inc., and Greater Orlando Area Legal Services, Inc., to form the largest law firm, outside of metropolitan Orlando, in a twelve county area, to provide free legal services for the economically disadvantaged residents of central Florida, from the Gulf Coast to the Atlantic Coast.

During his term as Chair of Lykes Memorial Hospital, Inc., Joe Mason was responsible for terminating the opposition of that hospital to the establishment of Oak Hill Hospital, and the provision of hospital services to western Hernando County. He also, as Chair of Regional Healthcare, Inc., was instrumental in obtaining a Certificate of Need for, and the construction of, Spring Hill Regional Hospital, thereby further extending healthcare to western Hernando County.

Joe Mason has served The Florida Bar in many capacities. He served for twenty (20) years as a member, and is a past chair, of the Clients' Security Fund Committee, which reimburses clients who have lost money through the dishonest actions of their lawyers. He served on, and chaired, the Judicial Nominating Commission for the Fifth Judicial Circuit (Hernando, Citrus, Sumter, Marion, and Lake Counties). He served on, and chaired, one of the two Grievance Committees for the Fifth Judicial Circuit. He served on the Unauthorized Practice of Law Committee for the Fifth Judicial Circuit. He served on the statewide Professional Ethics Committee. In addition, he has served on several other committees of The Florida Bar.

Joe Mason has served his community, and contributed to its welfare, in many other capacities, a few of which are:

Two term director and two term President of Hernando Association for Retarded Citizens, Inc. (now ARC of the Nature Coast, Inc.).

Thirty (30) year active member of the Kiwanis Club of Brooksville,
Inc.

Director and Past President of Brooksville Kiwanis Foundation, Inc.

Founder and President of White Star Foundation of Florida, Inc.

Sixteen year member of the Executive Board of Gulf Ridge Council,
Boys Scouts of America.

Director of the Enrichment Centers, Inc., of Hernando County.

In addition, Joe Mason has been a life-long member of First United-Methodist Church of Brooksville. He has served on the Church's Administrative Council for twelve years, and chaired its Finance Committee for six years. He has also served his Church in many other capacities.

JOSEPH M. MASON, JR.*

CAROLE JOY BARICE⁺ #11

RICHARD M. MITZEL[#]
OF COUNSEL

*ALSO ADMITTED IN THE DISTRICT OF COLUMBIA

⁺ALSO ADMITTED IN ALASKA

[#]ALSO ADMITTED IN MICHIGAN

¹¹BOARD CERTIFIED IN LOCAL GOVERNMENT LAW

LAW OFFICES OF
MC GEE & MASON
PROFESSIONAL ASSOCIATION
101 SOUTH MAIN STREET
POST OFFICE BOX 1900
BROOKSVILLE, FLORIDA 34605-1900
TELEPHONE: (352) 796-0795
FACSIMILE: (352) 796-0235
WRITER'S DIRECT E-MAIL ADDRESS:
JOEMASON@MCGEEMASONLAW.COM

RICHARD E. MCGEE, SR.
(1916 - 2005)
1520 WEST CLEVELAND STREET
TAMPA, FLORIDA 33606
TELEPHONE: (813) 259-1098

PLEASE REPLY TO:
BROOKSVILLE

January 1, 2013

RÉSUMÉ

JOSEPH M. MASON, JR.

PERSONAL INFORMATION

Date of Birth: December 16, 1943

Place of Birth: Brooksville, Hernando County, Florida

Married: To the former Katherine Anne Vaughan (DOM: 12/30/72)

Children: Mary Katherine Meyer (Mrs. Benton B.)
Celia Anne Mason

Grandchildren: McLaurin Elizabeth Meyer (DOB 12/19/08)
Brennan Mason Meyer (DOB 08/18/11)

EDUCATION

Hernando High School, Brooksville, Florida (1961)

University of Florida: Bachelor of Science in Business Administration
(Major in Banking and Finance), May, 1965

University of Florida: Juris Doctor (with honors), December, 1967

University of Florida: Enrolled in Master of Business Administration (MBA) Program
(no certificate or degree), Spring, 1968

JURISDICTIONS WHERE LICENSED TO PRACTICE LAW

Florida: Admitted 1968

District of Columbia: Admitted 1969

United States District Court, Middle District of Florida

United States Court of Appeals, Eleventh Circuit

United States Court of Appeals, District of Columbia Circuit

United States Tax Court

United States Court of Appeals for the Armed Forces

PROFESSIONAL MEMBERSHIPS

The Florida Bar (1968 - _____)
The District of Columbia Bar (1969 - _____)
American Bar Association (1972 - 1998)
Hillsborough County Bar Association (1992 - 1986)
Tri-County (Citrus, Hernando, and Sumter Counties) Bar Association (1982 - 1986)
Hernando County Bar Association (1982 - _____)
Citrus-Hernando American Inn of Court (Master) (Charter Member 2000 - _____)
Phi Delta Phi Professional Legal Fraternity (1966 - _____)
Alpha Kappa Psi Professional Business Fraternity (1964 - _____)

PROFESSIONAL LEGAL EXPERIENCE

Private Practice:

McGee & Mason, P.A.
101 South Main Street
Brooksville, Florida 34601-3336
July 1, 1999 - _____

Joseph M. Mason, Jr., P.A.
101 South Main Street
Brooksville, Florida 34601-3336
January 1, 1999 - June 30, 1999

Mason & Merritt, a partnership of professional associations
101 South Main Street
Brooksville, Florida 34601-3336
January 1, 1998 - December 31, 1998

Merritt & Mason, P.A.
101 South Main Street
Brooksville, Florida 34601-3336
January 1, 1985, through December 31, 1997

McGee, Mason, & Luckie
1 East Jefferson Street
Brooksville, Florida 34601
July 1, 1984, through December 31, 1984

McGee & Mason, P.A.
1 East Jefferson Street
Brooksville, Florida 34601
July 1, 1982, through June 30, 1984

Shackelford, Farrior, Stallings & Evans, P.A.
Tampa, Florida
July 17, 1972, through June 30, 1982
(Associate, 1972 - 1977; Stockholder/Principal, 1977 - 1982)

Corporate Counsel:

Florida Mining & Materials Corp.
Brooksville and Tampa, Florida
Special Project (Public offering of stock)
April through June, 1972

Hernando State Bank (now SunTrust Bank, Nature Coast)
Brooksville, Florida
Special Project (Chartering of affiliate bank)
January through March, 1972

United States Military:

United States Naval Reserve
Lieutenant, Judge Advocate General's Corps, USNR
Active Duty: October, 1968, through December, 1971
Staff Judge Advocate, Commander Carrier Division Nine:
May, 1970, through December, 1970
May, 1971, through December, 1971
Command Judge Advocate, USS Oriskany (CVA 34):
April, 1970, through December, 1971
Staff Attorney, Investigations Division, Office of the Judge Advocate General:
March, 1969, through March, 1970
U.S. Naval Training Center:
U.S. Naval Justice School
December, 1968, through February, 1970
U.S. Naval Reserve Officer Training School
October, 1968, through December, 1968

United States Government:

Securities & Exchange Commission
Washington, D. C.
Trial Attorney, Division of Corporate Regulation
June, 1968, through September, 1968

PROFESSIONAL LEGAL ACTIVITIES

The Florida Bar:

Member (Chair, 1985 - 1986), Grievance Committee "A" for the
Fifth Judicial Circuit (1983 - 1986)

Member (Chair, 1986 - 1987), Clients' Security Fund Committee (1982 - 2002)
Member (Chair, 1990 - 1992), Judicial Nominating Commission, Fifth Judicial Circuit (1988 - 1992)
Member, Unlicensed Practice of Law Committee, Fifth Judicial Circuit (1989 - 1999)
Member, Professional Ethics Committee (1991 - 1993)
Member, Legal Education and Admission to Practice Committee (1981)
Delegate, All Bar Conference (all sessions, 1990 - 1997)
Member, The Florida Bar Speakers Bureau (1997 - Date)

Hernando County Bar Association:

President (1988 - 1989 and 2001 - 2002)
Vice-President (1987 - 1988 and 2000 - 2001)
Secretary-Treasurer (1986 - 1987)
Chair, Liberty Bell Award Committee (1990 - Date)
Law Week Committee (1986 - Date; Chair, 1989 and 2002)
Chair, American Cancer Society Relay for Life Program (2004 - 2006)
Legislative Liaison for Local Law Library Funding (2004)
Bench/Bar Liaison Committee (2009 - _____)

Citrus-Hernando American Inn of Court:

Member, Organizing Committee (1999 - 2000)
Charter Member (Master) (2000 - Date)
Pupilage Group Co-Leader (2008-2009)

PROVISION OF LEGAL SERVICES TO THE DISADVANTAGED

Withlacoochee Area Legal Services, Inc. (WALS) [a Legal Services Corporation (LSC) provider]:

Director (2000 - 2004)
President (2002 - 2004)
Member, Legal Services Corporation, Inc., Florida Region 3
Transition Council (2002 - 2003)

WALS, Central Florida Legal Services, Inc. (CFLS), and Greater Orlando Area Legal Services, Inc. (GOALS) [each an LSC provider]:

Member, and Chair, Joint Board LSC Region 3 Consolidation Task Force (2003)

Legal Advocacy Center of Central Florida, Inc. [formerly known as WALS, and now a non-LSC provider]:

Director (2004 - _____)
President (2004 - 2005)
Executive Committee (2004 - _____)
Chair, Personnel Committee (2005 - _____)

Community Legal Services of Mid-Florida, Inc. [formerly known as CFLS (the survivor of the merger of CFLS and GOALS), and an LSC provider]:

Director (2004 - ____)
President (2004 - 2005)
Executive Committee (2004 - ____)
Chair, Personnel Committee (2005 - ____)

Legal Aid Educational and Supportive Services, Inc. (LAESS)
Organizing Member, Board of Directors (2009 - ____)

Pro-Bono Publico Attorney of the Year Award for Hernando County (2006)

BANKING AND FINANCIAL INSTITUTION EXPERIENCE AND ACTIVITY

Hernando State Bank (now SunTrust Bank, Nature Coast):

Part-Time Employee
(School Vacations, 1956 - 1968)

SunTrust Bank, Nature Coast (formerly Hernando State Bank):

Member, Board of Directors (1973 - 1993)
Executive Committee (1973-1993)
Special Counsel (1972 - 1993)

Hernando Banking Corporation (merged into SunBanks, Inc., 1985):

Member, Organizing Board of Directors (1981 - 1985)
General Counsel (1981 - 1985)

Florida Bankers Association:

Member, Legislative Liaison Contact Bankers Committee
(1981 - 1984)
Founding Member, Conference of Florida Bank Counsel (1983)

CHURCH ACTIVITIES

Florida Annual Conference, United Methodist Church

Legal Advisory Council (2006 - ____)

Gulf Ridge District, Florida Annual Conference

District Legal Advisor (2006 - ____)

First United Methodist Church of Brooksville, Inc.:

Vice-Chair, Administrative Council (2006 - 2008)
Chair, Executive Committee (2003)
Administrative Board (1986 - 1988)
Church Council (1997 - ____)

Finance Committee (1989, 1997 - 2003)
Chair (1997 - 2003)
Member, Committee on Lay Leadership
(formerly Nominating Committee) (1993 - 1996 and 2003 - 2004)
General Chair, Budget Campaign (1987 and 1988)
Growth and Planning Committee (1990 - 1991)
Chair, Claim the Flame Fund Drive (1991)
Chair, Raise the Roof Campaign (2001)
Coordinator, Connectional Giving (2004 - ____)
Co-Chair, Debt Reduction Task Force (2009 - ____)

COMMUNITY ACTIVITIES

Leadership Florida (1991 - Date):

Member, Class X (1991 - 1992)
Member, Advanced Leadership Committee (1993-1994)
Member, Statewide Community Initiative (1993-1994)

Hernando County Chamber of Commerce, Inc.:

Director (1984 - 1992)
Executive Committee (1988 - 1992)
Member, Governmental Affairs Committee (1984 - 1986)
Divisional Vice-President for Governmental Affairs (1986 - 1988)
President-Elect (1988 - 1989)
President (1989 - 1990)
Chair, Hernando County/West Hernando Chambers Merger Committee (1988 - 1991)
Corporate Secretary (1991 - 1992)
President/CEO Search Committee (1991)
Leadership Hernando Organizing Director and President (1990)

Leadership Hernando, Inc.:

Incorporator (1990)
Board of Directors (1990 - 1992)
Chair (1990 - 1992)

Hernando County Committee of 100, Inc.:

Member (1982 - 1992)
Director (Ex Officio) 1989 - 1990

Hernando County Local Disaster Mitigation Strategy Working Group

Member and Chair (1998 - 1999)

Hernando County Disaster Local Mitigation Strategy Planning Committee

Member and Chair (1998 - 1999)

Hernando County Disaster Mitigation Advisory Committee

Member (1994 - 1997)

Hernando County Land Use Planning Task Force:

Member and Chair (1985 - 1991)

Hernando County Comprehensive Planning Citizens Advisory Committee:

Member (1985 - 1991)

Chair (1985)

Hernando Association for Retarded Citizens, Inc.:

Member (1983 - 1992)

Director (1984 - 1989)

Vice-President (1985)

President (1986 and 1987)

Kiwanis Club of Brooksville, Inc.:

Member (1982 - Date)

Director (1983 - 1989)

Chair, Boy Scouts of America Building Committee (1984 - 1985)

Chair, Citizenship Services Committee (1985 - 1986)

Member, Community Affairs Committee (1991 - 1993)

Member, Youth Services Committee (1995 - 1998)

Member, Community Service Committee (1999 - 2002)

Member, Youth Services Committee (2009 - 2010)

Thirty (30) Years Perfect Attendance

Brooksville Kiwanis Foundation:

Member (1998 - Date)

Director (2002 - Date)

President (2002 - 2003)

Vice-President (2003 - 2004)

Investment Committee Chair (2004 - 2006)

Florida Kiwanis Foundation Youth Activities Center Management Committee:

Founding Member (1985 - 1992)

General Counsel (1985 - 1992)

Regional Healthcare, Inc. (formerly Lykes Health Systems, Inc.) (1986 - 1993):

Corporate parent of Hernando Healthcare, Inc., and Spring Hill Community Hospital, Inc.

Chair, Organizing Board of Directors (1986 - 1993)

Chair, Executive Committee (1986 - 1993)

Chair, Nominating Committee (1986 - 1993)

Hernando Healthcare, Inc. (formerly Lykes Memorial Hospital, Inc.):

Corporate licensee of Brooksville Regional Hospital (formerly Lykes Memorial Hospital)

Chair, Board of Directors (1984 - 1993)

Chair, Executive Committee (1984 - 1993)

Chair, Hospital Joint Conference Committee (1984 - 1993)

Spring Hill Community Hospital, Inc.

Corporate licensee of Spring Hill Regional Hospital
Chair, Organizing Board of Directors (1987 - 1992)
Chair, Executive Committee (1987 - 1993)
Chair, Organizing Hospital Joint Conference Committee (1990 - 1993)

The Enrichment Centers Inc. of Hernando County

Vice-Chair, Administrative Council (2006 - 2007)
Member, Board of Directors (2000 - _____)
General Counsel, (2000 - _____)

Epsilon Zeta [of Sigma Nu] Home Association, Inc.:

Director (1974 - _____)

Sigma Nu Educational Foundation, Inc.

Director (2009 - _____)

White Star Foundation of Florida, Inc. (1982 - _____):

Founding President (1982 - _____)
Member and Chair, Founding Board of Directors (1982 - _____)
Member and Chair, Founding Scholarship Awards Committee (1982 - _____)

Hernando Community Blood Bank, Inc.:

Member, Building Fund Committee (1988 - 1991)

Hernando County Education Foundation:

Member, BrainQuest (2000) Committee

Gulf Ridge Council, Boy Scouts of America

Executive Board (1994 - _____)
Nominating Committee (1995 - 1996)
Properties Committee (1995 - 1996)

Withlacoochee District, Gulf Ridge Council, Boy Scouts of America

District Council (1995 - 1997)
Nominating Committee (1997 - 1999)

COLLEGIATE ACTIVITIES (University of Florida)

Sigma Nu Fraternity (Epsilon Zeta Chapter):

Comptroller (1962 - 1965)
Chancellor (1965 - 1966)

Business Administration Student Organization Council (BASOC):

Member (1963 - 1965)
President (1964 - 1965)

Football Block Seating Committee

Member (1963 - 1965)

Chair (1964 - 1965)

Finance Society of America, University of Florida Chapter:

Member (1962 - 1965)

President (1964 - 1965)

University of Florida Law Review:

Member (1966)

John Marshall Bar Association:

Member (1965 - 1967)

Director (1966)

Student Traffic Court:

Justice (1964 - 1966)

Student-Faculty Disciplinary Committee:

Student Member (1967 - 1968)

Honor Court:

Chief Assistant Attorney General (1966)

Candidate (unsuccessful) for Chancellor (1966)

Student Government President's Cabinet:

Secretary of Legal Affairs (1966 - 1967 and 1967 - 1968)

Student Government Election Campaigns:

Presidential Campaign Director (Successful, 1967)

Presidential Campaign Manager (Successful, 1968)

Chancellor of the Honor Court Candidate (Unsuccessful, 1966)

Gator Growl:

Assistant Director (1966)

Producer/Director (1967)

Honors and Awards:

Florida Blue Key

Omicron Delta Kappa

University of Florida Hall of Fame

Who's Who in American Colleges and Universities (1966 - 1967 and 1967 - 1968)

Florida Bankers' Association Scholarship (1963 - 1964 and 1964 - 1965)

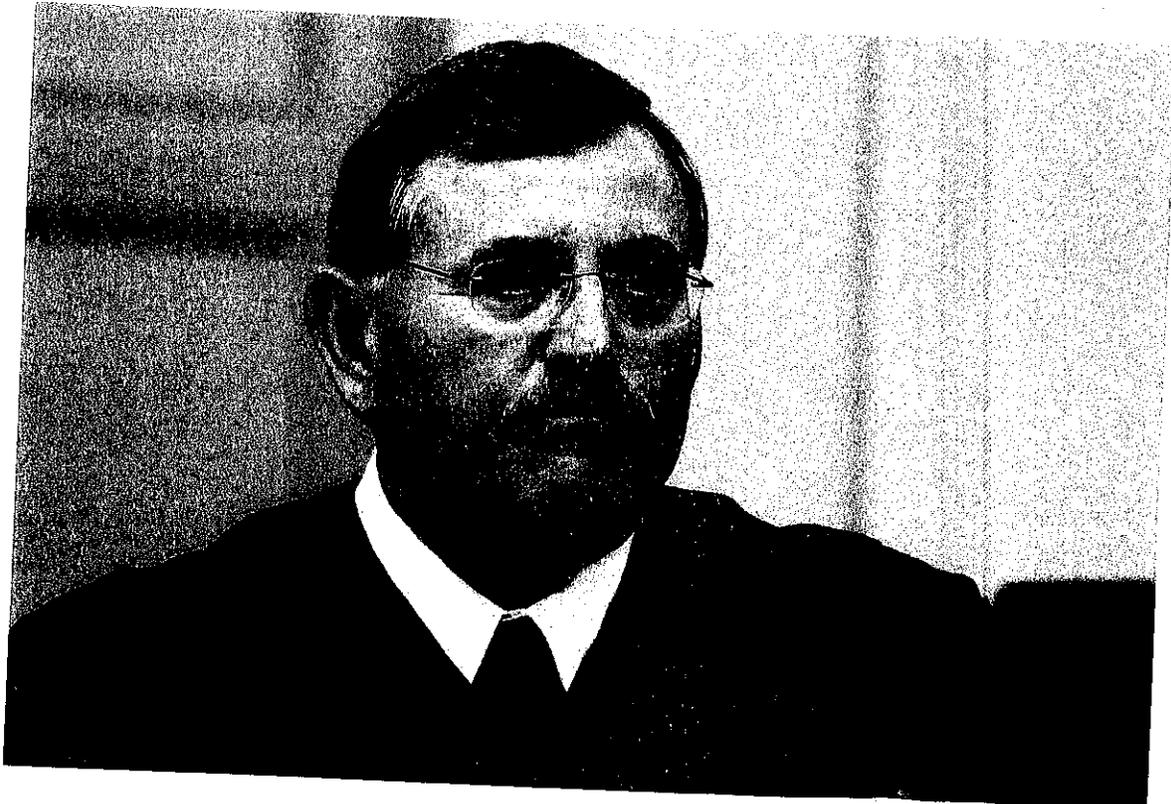
Florida Law Center Scholarship (1966 and 1967)



2013 GREAT BROOKSVILLIAN

NOMINATION

Daniel B. Merritt, Sr.



Rec'd
4/29/13

"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

HONORABLE DANIEL B. MERRITT, Sr.
Chief Judge Fifth Judicial Circuit (Retired)

a) Address & Contact Information for nominee or family representative:

Name of representative:

Grace A. Fagan

20 N. Main Street

Hernando County Courthouse

Brooksville, FL 34601

Phone No.: 352 754 4860 Fax No: 352 754 4049

Email address (If available):gfagan@circuit5.org

b) Nominee Year of Birth 1942

Nominee Year of Death (if applicable) _____

c) A photo or image of the nominee is

Enclosed(X) Date taken_2007

Not enclosed ()

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

Daniel B. Merritt, Sr. has been a lifelong resident of Brooksville, Florida. Judge Merritt is a graduate of Hernando High School, which all three of his children also attended. He received his Bachelor of Science in Business Administration from McNeese State University in Lake Charles Louisiana. While in Louisiana he met and married the mother of his children: Judith

Brand Merritt. He acquired his Juris Doctor from the College of Law at the University of Florida in Gainesville.

Judge Merritt returned to Brooksville to begin his practice, where he focused on General Civil Trial Practice and Family Law. In 1968, at the age 26, he became the youngest judge in the State of Florida when he was appointed to be a part-time Municipal Judge for the City of Brooksville. At that time a lawyer could practice and still act in the capacity of a municipal judge, provided that their practice focused solely on civil law, not criminal. Judge Merritt held the position of Municipal Judge from 1968 to 1973.

While in private practice Judge Merritt held an "AV" rating from Martindale Hubbell Bar Register of Preeminent Lawyers. He was a member of the Fifth Judicial Circuit Bar Grievance Committee in 1973, again from 1978-1981 at which time he was the Committee Chairman, and once more from 1986-1989. Judge Merritt served as a member of the Fifth Judicial Circuit Nominating Commission from 1984-1988. From 1992 to the present, Judge Merritt has been a Florida Supreme Court Certified Family Law Mediator, Circuit Civil Mediator and a County Court Mediator. Since 1985 Judge Merritt has been a Florida Bar Board Certified Marital and Family Law Specialist.

Judge Merritt was appointed to the Circuit Bench in 1998. His current assignment is the Civil Division: Jury and Non-Jury, Family Law Division, Probate Division, and 5th Circuit Appellate Division. Judge Merritt was the Presiding Judge of the 5th Circuit Appellate Panel from 2001 until the time he retired. He sat on the Board of the State of Florida's Commission on Responsible Fatherhood from 2000-2003. As a member of Citrus-Hernando Inns of Court, he was elected President from 2004-2005. Judge Merritt was appointed to be the Administrative Judge for Hernando County in 2005. He was elected by his peers to be Chief Judge of the Fifth Judicial Circuit beginning January 1, 2007, and remained

both the Administrative Judge for Hernando County and the Chief Judge of the Fifth Judicial Circuit until his retirement on January 7, 2013.

Judge Merritt has three children: Daniel B. Merritt, Jr., Fifth Judicial Circuit Judge appointed in 2007; Stacey A. Merritt Rose, a Speech and Language Pathologist and Administrator of a 209-bed nursing home; and Shelly K. Merritt Dalton, a Public Relations & Marketing Director. In 1992, Judge Merritt lost his first wife Judith and in 1994 he married Deborah Brock Merritt. He is the proud grandfather of fifteen grandchildren and two great grandchildren.

Judge Merritt is a past Boy Scout and Eagle Scout, and in 2006 the Gulf Ridge Council Boy Scouts of America honored Judge Merritt by recognizing him as their Distinguished Citizen of the Year. Judge Merritt is a member of the Hernando County Cattleman's Association and the Hernando County Shrine Club.

In 2000 and 2006 Judge Merritt ran unopposed for his circuit judicial seat. In 2007 he began sharing the bench for the very first time with his son, Daniel "Tiger" B. Merritt, Jr., who, following in his father's footsteps, is now also the Administrative Judge for Hernando County.

Judge Merritt's committee and community service includes the following recognitions and organizations:

Committee Service:

- FLORIDA CONFERENCE OF CIRCUIT JUDGES EXECUTIVE COMMITTEE- 2009- 2011
- STATE OF FLORIDA'S COMMISSION ON RESPONSIBLE FATHERHOOD- 200-2003
- FLORIDA SUPREME COURT REGISTERED JUDICIAL MENTOR – 2000
- FAMILY LAW ADVISORY GROUP- HERNANDO COUNTY- CHARIMAN – 2003- Present
- FIFTH JUDICIAL CIRCUIT BAR GRIEVANCE COMMITTEE - 1973

- FIFTH JUDICIAL CIRCUIT BAR GRIEVANCE COMMITTEE COMMITTEE CHAIRMAN – 1981
- FIFTH JUDICIAL CIRCUIT BAR GRIEVANCE COMMITTEE – 1986-1989
- PRESIDENT HERNANDO COUNTY BAR ASSOCIATION – 1976
- PRESIDENT TRI-COUNTY BAR ASSOCIATION - 1976
- JUDICIAL NOMINATING COMMISSION- 1984-1998
- BOARD OF DIRECTORS- HERNANDO COUNTY LAW LIBRARY COMMITTEE – 1968-1998
- CHAIRMAN- HERNANDO COUNTY LAW LIBRARY COMMITTEE – 2005-2007
- FLORIDA BAR FAMILY LAW SECTION CIVIL RULES AND FORMS COMMITTEE
- SIMPLIFIED DISSOLUTION OF MARRIAGE RULES AND FORMS COMMITTEE OF THE FLORIDA BAR FAMILY LAW SECTION
- CITRUS/HERNANDO AMERICAN INNS OF COURT-
1999-Present: MASTER OF THE BENCH
2001-2003: COUNSELOR, VICE PRESIDENT
2004-2005: PRESIDENT
- HERNANDO COUNTY TEEN COURT PROGRAM-
VOLUNTEER JUDGE AND ADVISOR

Awards and Recognitions:

- “AV” Rated Martindale Hubbell Bar Register of Preeminent Lawyers
- Recipient of Florida Council on Crime and Delinquency- Chapter 31- Distinguished Judicial Service Award
- Recipient of “Coach of the Year” Award - Hernando High School Tennis Team Coach- 1981
- 2006 Distinguished Citizens Award, Gulf Ridge Boy Scouts of America
- Youngest Judge in State of Florida when appointed as Municipal Judge for City of Brooksville- 1968
- First Chief Judge in the Fifth Circuit to be elected from and headquartered in the tri-county of the Fifth Circuit
- First member of the Florida Bar to be Board Certified in Family Law in Hernando and Tri-County

Memberships/Organizations Member:

- Florida Bar Association-108617
- American Bar Association
- Hernando County Bar Association Member

- Hernando County Law Library Committee
- Justice Teaching Institute
- Florida Conference of Circuit Judges
- American Judges Association
- Florida Academy of Professional Mediators
- Kiwanis International
- International Inns of Court
- Family Law Advisory Group- Hernando County
- Phi Alpha Delta Alumni
- Eagle Scout- 1957-Present
- Boy Scout Troop #71, Scout Master and Asst. Scout Master (prior)
- District Director- Boy Scouts Gulf Ridge Council – 1994/1995
- District Vice Chairman- Boy Scouts- Withlacoochee District- 1995/1996
- President, Brooksville Golf & Country Club 1975 & 1987
- President, Brooksville Kiwanis Club – 1976
- Hernando High School Tennis Team Coach- 1981
- Free and Accepted Masons-Hernando County Lodge 97
- Valley of Tampa, Orient of Florida, Scottish Rite of Freemasonry, S.J. 32°
- Ancient and Accepted Order of the Nobles of the Mystic Shrine, Egypt Temple, Tampa, FL
- Hernando County Cattlemen's Association
- Phi Mu Alpha Sinfonia Professional Musicians Fraternity

e) Did the contributions of this nominee also benefit outside the community? If so, how?

(Attach additional sheet if necessary):

Please see Membership and Organizations listed above. His contributions to Hernando County and specifically, Brooksville are limitless.

2. List any additional resources available for background information such as articles, books, etc.

Numerous articles written for the Fifth Judicial Circuit newsletter "Take Five." Available upon request.

3. Name and contact information for person sponsoring the nomination:

Grace A. Fagan
 20 N Main Street
 Hernando County Courthouse
 Brooksville, FL 343601
 Phone No.:352 754 4860 Fax No: 352 754 4049

Email address (If available):gfagan@circuit5.org

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.
2. A nominee may be alive or deceased at the time of nomination.
3. A nominee should be a person whose contributions are generally known and readily recognizable by our residents.
4. Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.
5. Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.
6. Self nominations will not be accepted.

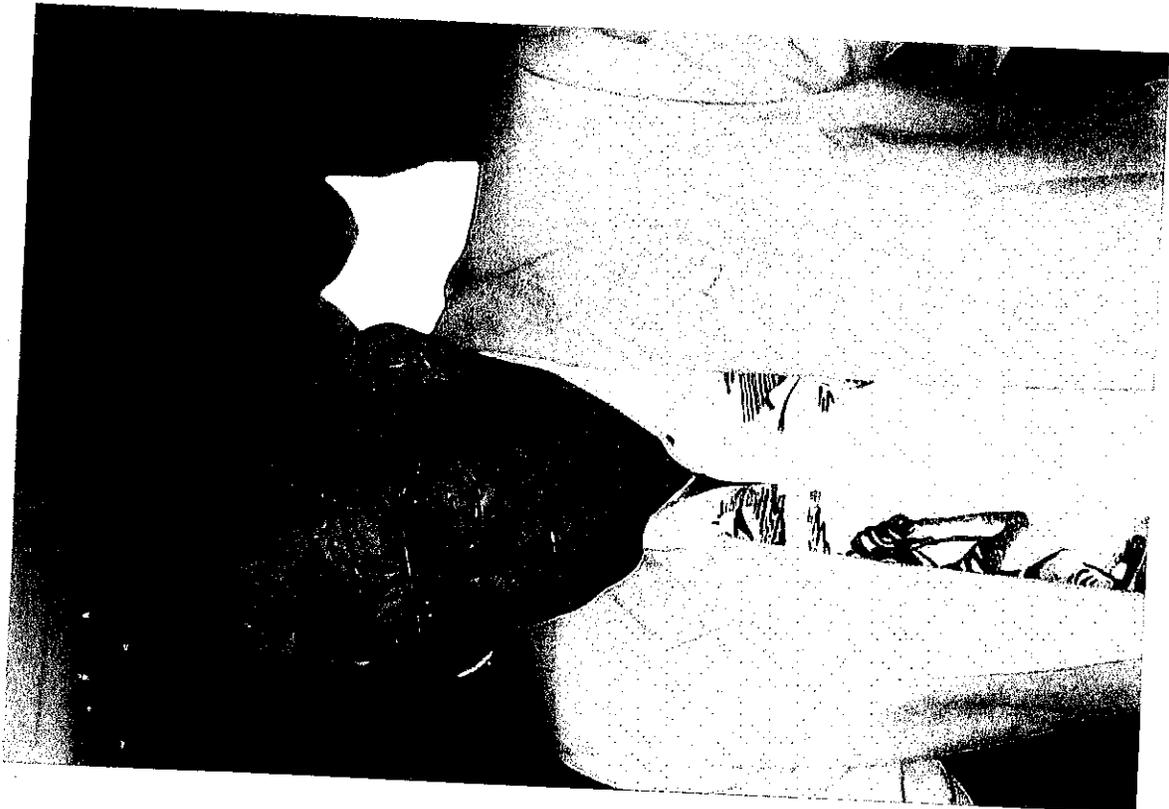
Send Completed Application to:

**City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601**



**2013 GREAT BROOKSVILLIAN
NOMINATION**

Fraser Mountain



Rec'd 4/29/13

"Great Brooksvillian"

NOMINATION FORM (Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

Frasier Mountain

a) Address & Contact Information for nominee or family representative:

Name if representative:

309 Longwood Drive
Brooksville, FL 34601

Phone No.: 352-796-3406 Fax No: _____

Email address (If available): frasiermountain@bellsouth.net

b) Nominee Year of Birth 1923

Nominee Year of Death (if applicable) NA

c) A photo or image of the nominee is

Enclosed Date taken _____
Not enclosed ()

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

See attached pages (3)

e) Did the contributions of this nominee also benefit outside the community?
If so, how?

(Attach additional sheet if necessary):

See attached pages (1)

2. List any additional resources available for background information such as articles, books, etc.

See ~~attached~~ pages for samples
attached

3. Name and contact information for person sponsoring the nomination:

Diane Dannemiller

520 Colonial Drive

Brooksville, FL 34601

Phone No.: 352-799-8578 Fax No: NA

Email address (If available): dianed@tampabay.rr.com

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.
2. A nominee may be alive or deceased at the time of nomination.
3. A nominee should be a person whose contributions are generally known and readily recognizable by our residents.
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6. Self nominations will not be accepted.

Send Completed Application to:

**City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601**

**City of Brooksville
Great Brooksvillian
Nomination**

1d)

Although Frasier Mountain was born in Dunellon, Fl in 1923, his family moved within that year to Brooksville where he has lived, worked, and raised his family all of his 90 years of life. It is important to say at this point the Mountain family history goes back to the 1800's in Brooksville and Hernando County because of Frasier Mountain, a lover of history. Frasier graduated from Hernando High School in 1940, after attending all of his childhood schooling in Brooksville. In 1941, he served as an aviation cadet, along with five years active duty as a pilot and operations officer in the United States Air Force. He served in World War II as a C-46 combat cargo pilot of special operations in the Burma, India, and China theatre. Frasier has 800 hours combat time in flight time, has received 2 Distinguished Flying Crosses, 4 air medals, and 3 battle stars. After the war, he continued active reserve duty for 35 years while living in Brooksville.

He created a business in 1949 called West Coast Electric on Georgia Avenue in Brooksville, and in 1953 incorporated the business renamed as Frasier Mountain Appliances Incorporated, which continued for 40 years. Frasier served the air conditioning and heating industry, sold Westinghouse appliances, and owned the property of the business in downtown Brooksville. Locally, he introduced microwave cooking in conjunction with the Florida Power Corporation. He supplied Hernando and Moton High Schools' Home Economics classes with state of the art kitchen appliances for learning.

Over the years, Frasier has been a member of the Kiwanis Club of Brooksville, member of the Jaycees, Commander of the American Legion Post #99, and appointed by the Governor of Florida to act

as justice of the peace while the city abolished a then current political system. His family is a charter member of the Brooksville Country Club. He helped form the reserve officers association (ROA), acted as institutional representative of the Boy Scouts of America (BSA), and helped organize the local Explorers group made up of the finest young men in Brooksville. Frasier also contracted for new housing developments in the city. He served as the first Secretary/Treasurer of the Brooksville/Hernando County Airport Aviation Authority. This group refurbished the air force base (airport) used in WWII. Frasier was instrumental in equipping the airport properties and helped create a master plan through the influence of MacDill Air Force Base, having access to surplus property to rehab their flying facility. This master plan is still being used today at the Brooksville/Hernando County Airport. While serving in that capacity, the inauguration of Southwest Florida Water Management District (SWFMD) was founded. Frasier, as Treasurer, wrote the check for their first building. He also has served more recently on the cemetery advisory board. One of his favorite things is to mentor young people to become productive citizens in business or everyday life. He is one of a few 90 year olds that have the latest technology in his home, Iphone5, communicates by texting, and shows his 20,000 pictures of Brooksville history on a 55 inch movie screen to interested historians or just entertainment.

Over the years, Frasier has used his computer skills to research and write history of Brooksville and Hernando County. He has accumulated and taken thousands of photographs of the town and its peoples, including the Hernando County Airport, all cemeteries in Hernando County, Hernando Heritage Museum, 1885 Train Station, all school sites that have ever been on record in Hernando County, the evolution of the court house, downtown development, Bayport, Weeki Wachee, Brooksville/Hernando County rock mines, people, families, homes, and family history. He has most

recently been voice recording his knowledge of the above areas and putting dissertations together with pictorial facts.

In recognition of the contributions of Bob Martinez, a long time Brooksville history buff himself, Frasier has collected every edition of the Old Brooksville books and has them available to be auctioned or sold for a good cause by the historic association.

Frasier has been a permanent resident of Brooksville, living in the same home for over 56 years, as the town has grown around him. He has exercised the right to vote in Hernando County since he was eligible of that right.

Frasier's family life was fulfilled with the support of his wife Nancy of 67 years marriage until her passing in 2011. He was a good role model as a father and grandfather for his son, daughter, and only granddaughter, all who also graduated from Hernando High School. Duane, his son, retired from a career in the United States Air Force, following in his father's footsteps. He tragically passed away in 2008. Frasier's daughter, Diane, retired from a 38 year career in the Hernando County School System. Ashley, his cherished granddaughter, will graduate from the University of Central Florida in May 2013 with a Bachelor of Science degree in Elementary Education. As you can see, Frasier's roots in Brooksville are deeply seeded.

1e)

Frasier Mountain's contribution to this community has reached outside the area documenting history of the City of Tampa. Also, he maintained relations with MacDill Air Force Base in Tampa, and other locations in Florida in researching local families' history. He served as liaison officer to the United States Air Force Academy in Colorado Springs, Colorado for 10 years. He has traveled outside the United States, while still researching history around him. From cemeteries to court houses, he has made beautiful stories with true facts.

Frasier Mountain, at age 90, would like to change the world, one person or thing at a time. He is always looking for a better way. We should be proud that he wants to do it for Brooksville and Hernando County. By the contributions he has made to Brooksville, is why it is a pleasure for me to nominate him, a "Great Brooksvillian".

Revelations

of Edith Fulton Craigie



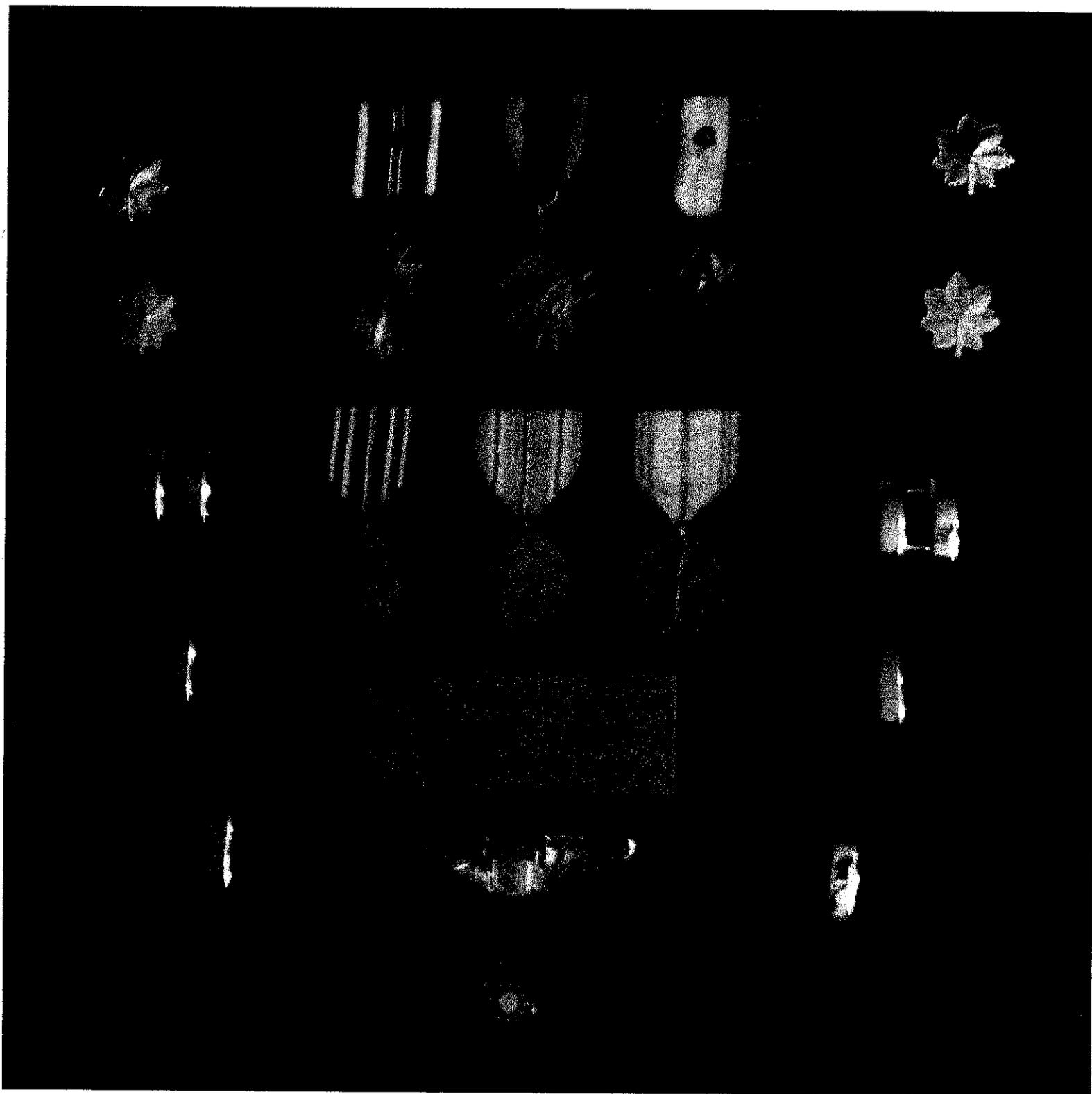
Home of Edward S. Mackenzie formerly the Home of Edith Fulton Craigie

*"History is written for us, we only have to find the
writings and the past is revealed"*

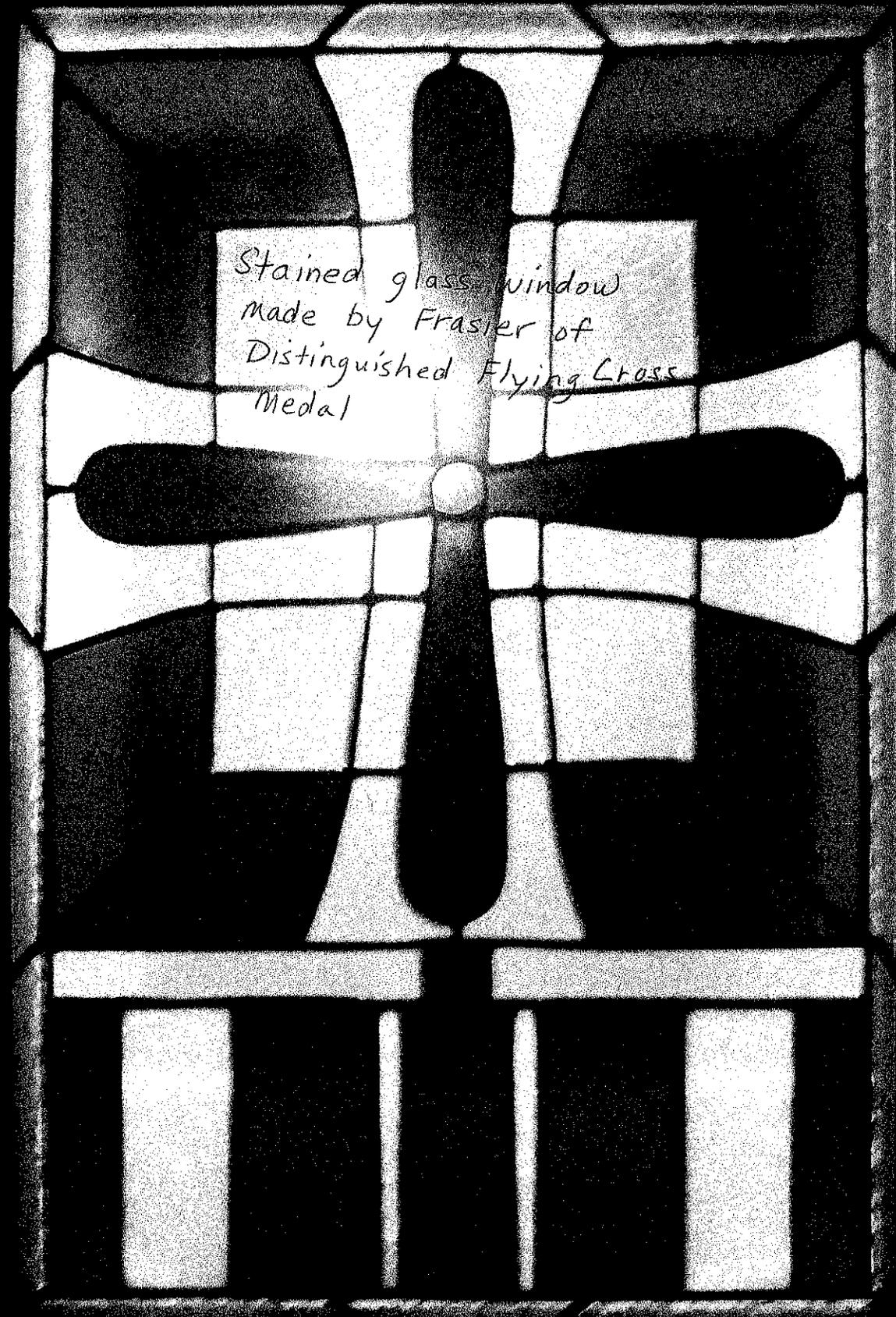
Compiled by

Frasier W. Mountain

Shadow box picture of war medals



Stained glass window
made by Fraser of
Distinguished Flying Cross
Medal



Mountain Is Elected Cmdr. Legion Post

— 7-17-52

Frasier Mountain, young businessman of Brooksville, was honored last Thursday night, July 10, in being elected to the post of Commander of the Andrew Jackson Post No. 99, the American Legion. He will succeed Robert Tullis who has served as head of the local organization for the past year. Installation ceremonies will be held at the meeting scheduled for the second Thursday night in September.

Mr. Mountain is well known to Brooksville and Hernando county people, being a partner in the West Coast Electric Service. He has been active in veterans affairs during the past several years and the post is looking toward another successful year under his leadership.

Other officers elected at the Thursday night meeting in the Veterans' Building were:

First Vice - Commander — Al. Pixler.

Second Vice - Commander: Joe Johnston, Jr.

Finance Officer — Ed. Russo.

Chaplain — Fr. Ignatius McCarty.

Historian — Mrs. Margaret Finney.

Adjutant — Frank Springstead.

Sgt. at Arms — Dan Merritt.

Service Officer — Chas. Ashbrook.

Trustee — Bill Ellis.

Electrical ¹²⁻²⁹ Repair Shop Is Opened Here

Brooksville's newest business enterprise, the West Coast Electric Service, located on Georgia Avenue directly behind Manecke's Garage, opened its doors for business this week.

Announcement of the opening of the new business here is being made in this week's issue of The Journal by Herbert J. Rees and Frasier Mountain, formerly of Syracuse and Utica, N. Y., respectively, who will be partners in the enterprise.

The new business will specialize in electrical repair including all types of apparatus, motors, generators, and similar machinery. The repair experts emphasize that no job is too big or too small and they urge that you simply step to a phone and call 30 when electrical repair work of any description is needed.

Both Mr. Rees and Mr. Mountain have had wide experience in all types of electrical repair work and they expect to turn out good work at reasonable prices.

Before coming to Brooksville Mr. Rees had been employed by the Westinghouse Electric Corporation, of Utica, N. Y., for the past 33 years. During his years of service he worked through all departments of the corporation and served for many years as Resident Engineer of the plant at Utica. He was also in charge of

(Continued on Page 4)

Brooksville Air Force Base Coming To Life

forced the city of Brooksville to relinquish its rights on the airport

County Judge Messer Treiman, who serves as executive secretary of the aviation authority, said the authority was actually created by the 1959 Legislature, but was rebuffed by city officials.

Charging that the city had exploited the airport, causing it to become rundown, Treiman said a majority of city officials fought efforts of the authority to obtain and develop the airport.

Faced with that opposition, the county went back to the 1961 Legislature and got another bill passed, subject to local referendum, which would prohibit the city from owning an airport outside the city limits.

He said the city then hired a

public relations firm to help it in its campaign to turn voters against the amendment.

Treiman said the high pressure tactics employed by the city did not work, and voters approved the amendment 4 to 1.

THE AUTHORITY got not only the airport, which the city acquired as government surplus property, but \$38,859.77 in cash which the city made from sale of timber on the property and several leases it had negotiated with potential industrial developers who failed to produce results.

Treiman said because the airport was so badly rundown, the Federal Aviation Authority had served notice on the city that it planned to reclaim the facility.

Because the FAA threat also applied to the authority when it

took possession of the airport, the first order of business was to restore it to the satisfaction of the government agency, Treiman explained.

HE SAID the runways at the field have the same weight rating as Tampa International Airport's runways, and are exceeded in strength only by runways at Miami's airport.

The northeast-southwest runway was lighted for night flying, a rotating beacon and a lighted wind cone were installed, new utilities were put in and new taxiways and ramps at a new hangar location were constructed.

With the airport in good shape again, the authority then looked for ways to make money because the act which created it prohibits use of tax

money to maintain and operate the facility.

One of the first things started was a pine tree farm. The authority hopes to reforest the airport area within 2½ years.

THE AUTHORITY is trying to lure industry to a section of the airport along U.S. 41 which has been set aside for an industrial park.

The authority has two industries leasing airport property — Lykes Brothers cattle feeding operation and Condenser Products, a small electronic plant which moved in while the city had control of the airport.

Lykes pays \$500 a month on its lease of about 400 acres of land and one runway, which is not considered essential for flying activities.

Maintenance of the property

is performed by inmates of a State Road Department prison camp at the airport. The work is done in exchange for rights to locate the camp there.

Treiman believes that with some hard work on the part of civic and business leaders, industry can be attracted to the industrial park because of excellent transportation facilities available.

In addition to U.S. 41 and the airport, the Seaboard Air-Line Railroad has tracks across the highway from the airport. Treiman said negotiations are under way for a railroad spur directly into the industrial park section.

THE AUTHORITY'S plans are ambitious. Its new airport operations area on U.S. 41, which was developed with matching funds from the federal

government, is almost completed.

A maintenance building ready has been constructed in the new operations area and other buildings, including a T-hanger which will house 10 airplanes, is planned.

Treiman estimates that the next phase of airport construction will cost around \$100,000, which the authority plans to borrow over a 30-year period, pledging revenue from timber and rentals against the loan.

The move to establish the airport authority was started by the Brooksville Aero Club, which has about 30 members.

Members of the authority are Jack Endsley, chairman; George Allen, vice chairman; Frasier Mountain, secretary; treasurer, C. M. Emmersan and Rep. John Law Ayers.

St. Petersburg Times

Saturday, May 16, 1964



News Of FLORIDA

SECTION

B

Fire guts business' workshop in downtown Brooksville

By CHARLES V. BAGLI
Tribune Staff Writer

BROOKSVILLE — A blaze caused by an overheated conduit pipe tore through the workshop of a 37-year-old heating and air conditioning business in the center of Brooksville Sunday afternoon as many residents were returning home from church.

Thick columns of gray and milky white smoke poured from the roof of Frazier Mountain Appliances, 8 N. Georgia Ave., stalling traffic on Jefferson and Broad streets. Orange

Frazier Mountain said he had left his business about 30 minutes before the fire broke out. An investigator blamed the blaze on an overheated conduit pipe.

Flames leaped from the roof of the cinderblock and brick-front building, 190 yards east of the County Jail.

Brooksville firefighters got the fire under control within 15 minutes of arriving on the scene. The

speaking ramps of the workshop for heating and air conditioning appliances and repair business. "You look at it and what can you say?"

Gene Kotzky, an investigator for the state fire marshal's office, said the cause of the fire was accidental. The fire started in a conduit pipe for electrical wiring high off the floor of the repair shop, he said.

"I believe a portion of the wiring popped up the pipe," Kotzky said. "It must have been red hot, it was so

hot that the fire had left his shop about 30 minutes before the

fire started, he said he was in the parking lot surrounding the business on Friday. On Sunday morning he went to the business to pick up truck parts in the building left at noon.

Firefighters received reports the blaze at about 12:30 p.m., according to Chief Jim Adkins. Smoke and flames were pouring from the building before fire trucks arrived.

An elderly woman who lives across the street from Mountain Appliances said she was returning

See FIRE, Page 2



Sample of scanned documents

SPECIAL NOTICE TO TAXPAYER: Please check the description(s) on this Receipt with your legal description(s) to be sure that it/they describe(s) the property upon which you intended to pay Taxes in this County. If errors of any kind are found on this Receipt, Tax Collector must be notified within ten (10) days after which time corrections cannot be made.

STATE OF FLORIDA—HERNANDO COUNTY

in Frasier's files
TAX RECEIPT FOR 1949

Received of R. H. Mountain
 Street or R.F.D. Rt. 2
 P.O. Address City

No 2094

The Sum of Money shown opposite "Amount Paid" column below, in payment of County and District Taxes levied by the County Commissioners on the County Tax Roll, as follows:

Page	Lot	Block	DESCRIPTION	Sec.	Twp.	RANGE	ADRS	VALUE	If N.E. V	No. Sub Dist.	AGGREGATE TAXES
242	NET	Blk. B-	Saxon's Add	23	22	19		300		1	10 14
TOTAL											
											Less Discount
											3 %
											AMOUNT PAID
											9 84

NOTICE: Taxes are due and payable beginning November 1st of each year, AND ARE DELINQUENT THE FOLLOWING APRIL 1st.
DISCOUNTS: 4% if paid in November, 3% if paid in December, 2% if paid in January, or 1% if paid in February. Not if paid in March.
PEナルTIES: Beginning April 1st, REAL ESTATE TAXES: *Interest at the rate of 18% per annum with minimum penalty of 3%. *TANGIBLE PERSONAL PROPERTY TAXES: *Interest at the rate of 12% per annum.

* Plus such additional costs as have accrued up to time of payment.
NOTE: For further information as to your Taxes in this County write the Tax Collector when signature appears on this Receipt.

This receipt in this book are numbered numerically and must be made out, dated and issued in regular order. In case receipt is spoiled, mark "spoiled" and issue in book. Numbers must not be changed. Tax Collectors must use this Form of Receipt for All Taxes Collected during the 1949 Tax Paying Period. C. M. GAY, Comptroller.

Date 12-31-49, 194

J. J. ...

Tax Collector for Hernando County, Brooksville, Florida

Sample of documents contained in

History files

Form C-508—(1957-58)

This license is furnished in pursuance of Chapter 205.07, Florida Statutes—RAY E. GREEN, Comptroller.

HERNANDO COUNTY
STATE OF FLORIDA

1957-58

No.

88

9-16, 1957

State and County Occupational License

IN CONSIDERATION

of the TOTAL SUM OF MONEY shown hereon, the receipt of which is hereby acknowledged.

Due State.....	\$	5.00
Due County.....	\$	2.50
Del. Pen. 10%.....	\$	
Judge's Fee.....	\$.25
TOTAL.....	\$	7.75-

Wet Coat Electrical Service

is hereby licensed to engage in the business, profession or occupation of

Electrical Repairs

at No. *10 Georgia Ave* Street, in *DeLand*, Florida,

for the period beginning on the *1st*

and ending on the first day of *October*, A. D., 1958.

day of *October*, 1957

James J. Kellatich
Tax Collector.

(SEAL) *Arnold Tremann*
County Judge.

NOTE.—A penalty is imposed for failure to keep this License exhibited conspicuously at your establishment or place of business.

Screen shot of sample history topics on Frasier's desktop



Frasier's work area
in his home!



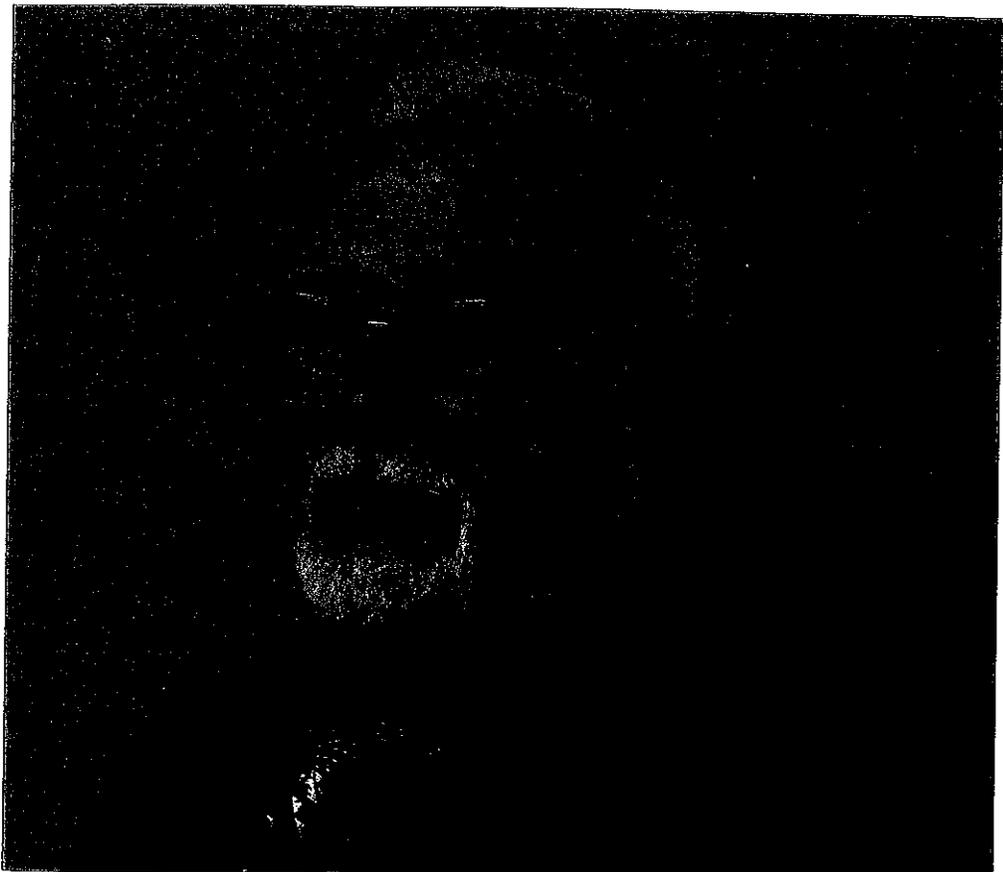
BROOKSVILLE





**2013 GREAT BROOKSVILLIAN
NOMINATION**

Martin "Dan" Patrick



"Great Brooksvillian"

NOMINATION FORM

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

MARTIN "DAN" PATRICK

a) Address & Contact Information for nominee or family representative:

Name if representative:

823 S. BROAD STREET
BROOKSVILLE, FL 34601

Phone No.: 352-796-8688 Fax No: 796-8779

Email address (If available): patrickinc2003@yahoo.com

b) Nominee Year of Birth 1932

Nominee Year of Death (if applicable) _____

c) A photo or image of the nominee is

Enclosed Date taken _____
Not enclosed

d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

SEE ATTACHED

e) Did the contributions of this nominee also benefit outside the community?
If so, how?

(Attach additional sheet if necessary):

2. List any additional resources available for background information such as articles, books, etc.

3. Name and contact information for person sponsoring the nomination:

GRANCES PARISH PATRICK

823 S. BROAD STREET

BROOKSVILLE, FL 34601

Phone No.: 796-8688 Fax No: 796-8729

Email address (If available): patrickine2003@yahoo.com

PER OFFICIAL POLICY 3-2008, NOMINEES MUST MEET THE FOLLOWING CRITERIA:

1. A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.
2. A nominee may be alive or deceased at the time of nomination.
3. A nominee should be a person whose contributions are generally known and readily recognizable by our residents.
4. Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.
5. Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.
6. Self nominations will not be accepted.

Send Completed Application to:

**City of Brooksville
Attn: City Clerk
201 Howell Avenue
Brooksville, FL 34601**

DAN PATRICK "GREAT BROOKSVILLIAN"

Dan Patrick was born in the City of Brooksville, FL, 80 years ago, and still resides in the City. He was born to L.T. Patrick and Ida (Williams) Patrick and had six siblings. L.T. Patrick came to Brooksville in 1915 from Orlando, FL. L.T. Patrick became one of the largest farmers in Hernando County. Today his legacy still lives on with his family and their business Patrick Produce which serves Hernando as well as surrounding counties.

As a youngster, Dan Patrick had to quit school in the ninth grade to work full time for his father working from daylight to into the night by the headlights of a John Deer tractor. Later Dan Patrick decided to leave the farm and sell insurance. He has been recognized in the insurance business for years as outstanding salesman of the year. In 1958 he was voted as the Top Salesman in the United States. He later went to Daytona Beach to attend classes to be a Certified Life Underwriter. He was the training counselor at Pasco-Hernando Community College for two years. Last September, Patrick Insurance celebrated 60 years in business. At the age of 80 years old he continues to work every day for the people of Brooksville.

In January 1976, Mr. Patrick bought the old Freezette Drive-in and changed it to an office building. The Brooksville Church of God had their first service at this location in April, 1976. After meeting in the office for several months, Mr. Patrick bought the land and furnished the labor to build the Brooksville Church of God on Cortez Boulevard.

In 1977 Mr. Patrick bought and renovated the building at 811 S Broad Street and started Patrick Sales as a hobby, when he realized the need for people with either poor credit or no credit to purchase automobiles that he would finance to help them get on their feet and have a dependable vehicle to get to work.

Patrick Insurance has been active with youth sports, sponsoring several sports over the years. He has also sponsored the Men's Softball team.

Dan Patrick served on the Board of Directors of the old Brooksville Church of God from 1976 until 2000.

He has served on the Board of Directors and as an usher for the Church of God of Prophecy on Wiscon Road for the last nine years.

Mr. Patrick was a Charter Member and member of the Board of Directors for the South Brooksville Community Economic Development Inc. from 2011 to present.

Dan is a Charter Member and serves on the Board of Directors for the Brooksville Lions Chapter.

Every St. Patrick's Day, Dan dresses in his Irish Green suit and dons his shramrock and green hat to celebrate "his" day, going to different businesses and the courthouse making his rounds to visit his many friends.

Dan Patrick has spent his entire life in Brooksville Florida and until the Lord calls him to his Final Home, he will remain a true and dedicated "Great Brooksvillian".

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – August 5, 2013

1. **TYPE:** Letter
 RECEIVED: July 12, 2013
 RECEIVED FROM: Governor Rick Scott
 ADDRESSED TO: Police Chief
 SUBJECT: Recognition of a 42-year low crime rate.

2. **TYPE:** Letter
 RECEIVED: July 24, 2013
 RECEIVED FROM: Brooksville Housing Authority Executive Director
 ADDRESSED TO: City
 SUBJECT: Brooksville Housing Authority Audit of Basic Financial Statements for
 the year ended December 31, 2012



RICK SCOTT
GOVERNOR

July 12, 2013

Chief George Turner
Chief of Police
Brooksville Police Department
87 Veterans Avenue
Brooksville, Florida 34601

Dear Chief Turner:

I want to take a moment and thank you and the men and women of the Brooksville Police Department for the work you are doing to keep your community and our state safe. Because of the hard work of Florida's law enforcement community, the Sunshine State is safer today than during any time in the past 42 years.

I want to commend the law enforcement professionals throughout your agency for working to keep us safe. On behalf of the people of Florida, thank you for your commitment to Florida families, businesses, and visitors.

Every day, law enforcement officers demonstrate courage, professionalism, and leadership by risking their lives to protect the public. As Governor, I have the privilege of recognizing these courageous actions by presenting Medals of Heroism to law enforcement officers, firefighters, emergency medical technicians, and paramedics who have distinguished themselves by going above and beyond the call of duty. If any of your staff members should receive this recognition, please feel free to contact Rachel Cone, my Deputy Chief of Staff, at (850) 717-9249 to provide information.

Again, congratulations to you and your team on achieving a 42-year low crime rate for our state. I look forward to continuing to work with you to make the Sunshine State the greatest place to live, work, and play.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott".

Rick Scott
Governor

CTN
08-05-13
JW



Brooksville Housing Authority

BOARD OF COMMISSIONERS

RANDY WOODRUFF, Chairman
CLIFFORD E. MANUEL, JR. Vice Chairman
JAMES V. BROOKS
BRIAN L. ADAIR
YVETTE D. TAYLOR
GARY E. SCHRAUT
FRANCINE S. WARD

800 Continental Drive • Brooksville, FL 34601
Telephone (352) 796-6547 • Fax (352) 796-4899

07-25-13 A11:42 IN

Wednesday, July 24, 2013

Enclosed please find a copy of the Audit of Basic Financial Statements for the Brooksville Housing Authority for the year ended December 31, 2012.

Should you require further inquiry, please do not hesitate to contact concerning this report.

Thanks



Tommy L. Brooks, Sr.
Executive Director



"We do business in accordance with the Fair Housing Act"

CTN
08-05-13
JTW

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

**REPORT ON AUDIT OF BASIC FINANCIAL STATEMENTS,
SUPPLEMENTAL INFORMATION AND SINGLE AUDIT**

FOR THE YEAR ENDED DECEMBER 31, 2012

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MALCOLM JOHNSON & COMPANY, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
P.O. Box 530848
DeBary, Florida 32753-0848

Phone (386) 668-6464 Fax (386) 668-6463
malcolmjohnson@mpinet.net

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Brooksville Housing Authority
Brooksville, Florida

HUD, Jacksonville Area Office
Charles Bennett Federal Building
400 W. Bay Street, Suite 1015
Jacksonville, Florida 32202-4410

Report on the Financial Statements

We have audited the accompanying financial statements of the Brooksville Housing Authority (the Authority) which comprise the statement of net position as of December 31, 2012, and the related statements of revenues, expenses and changes in net position, cash flows for the year then ended, and the related notes to the financial statements which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these basic financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these basic financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

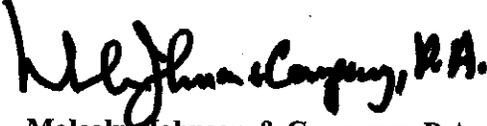
In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of December 31, 2012, and the respective changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Required Supplementary Information

Accounting Principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Report on other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the Authority's financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards, as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, the Financial Data Schedule, and the other supplemental information as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.


Malcolm Johnson & Company, P.A.
Certified Public Accountants

DeBary, Florida
June 4, 2013

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2012

As management of Brooksville Housing Authority (the Authority), we offer the readers of the Authority's basic financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended December 31, 2012. We encourage readers to consider the information presented here in conjunction with the Authority's basic financial statements.

Financial Highlights

- The assets of the Authority exceeded its liabilities as of December 31, 2012 by \$764,587 (Net Position).
- The Authority's unrestricted Net Position as of December 31, 2012 was \$201,242.
- The Authority's total operating revenue was \$1,056,609, which primarily consisted of operating grant revenue received from the United States Department of Housing and Urban Development in the amount of \$944,420, tenant revenue of \$105,132 and other tenant revenue of \$7,057.

Overview of Financial Statements

The basic financial statements included in this annual report are those of a special-purpose government engaged in a business-type activity. The following statements are included:

- **Statement of Net Position** – reports the Authority's assets and liabilities at the end of the fiscal year and provides information about the nature and amounts of investment of resources and obligations to creditors.
- **Statement of Revenue, Expenses and Change in Net Position** – the results of activity over the course of the fiscal year. It details the costs associated with operating the Authority and how those costs were funded. It also provides an explanation of the change in Net Position from the previous fiscal year end to the current fiscal year end.
- **Statement of Cash Flows** – reports the Authority's cash flows in and out from operating activities, capital and related financing activities and investing activities. It details the sources of the Authority's cash, what it was used for, and the change in cash over the course of the fiscal year.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

The attached analysis of entity wide Net Position, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting.

Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

Our analysis presents the Authority's Net Position, which can be thought of as the difference between what the Authority owns (assets) to what the Authority owes (liabilities). The Net Position analysis will allow the reader to measure the health or financial position of the Authority.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2012

Overview of Financial Statements (Continued)

Over time, significant changes in the Authority's Net Position are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any Authority, the reader must also consider other non-financial factors such as changes in family composition, fluctuations in the local economy, HUD mandated program administrative changes, and the physical condition of the Authority's capital assets.

At FYE 2012, total assets were \$809,712; total current assets were \$246,367.

In addition, total liabilities were \$45,125; total current liabilities were \$42,302; total long-term (non-current) liabilities were \$2,823; which consist of compensated absence of \$2,823 at the end of FYE 2012.

Net Position – The difference between an organization's assets and its liabilities equals its Net Position. There are three categories in which to classify Net Position and they are the following:

Invested in capital assets, net of related debt – Capital assets, net of accumulated depreciation and reduced by debt attributable to the acquisition of those assets:

Restricted – Net Position whose use is subject to constraints imposed by law or agreement;

Unrestricted – Net Position that is not invested in capital assets or subject to restrictions.

Comparative Financial Information

Assets, Liabilities and Net Position:

	2012	2011
Assets		
Current assets	\$ 245,430	\$ 242,628
Resstricted assets	937	9,612
Net capital assets	563,345	717,683
Total assets	809,712	969,923
Liabilities		
Current liabilities	41,365	41,687
Current liabilities payable from restricted assets	937	9,612
Noncurrent liabilities	2,823	701
Total liabilities	45,125	52,000
Net Position		
Investment in capital assets, net of related debt	563,345	717,683
Unrestricted net position	201,242	200,240
Total net position	764,587	917,923
Total Liabilities and Net Position	\$ 809,712	\$ 969,923

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2012

Comparative Financial Information (Continued)

Cash and investments decreased by \$21,362 from the prior fiscal year mainly due to a decrease in tenant revenues. Accounts receivable increased by \$253, prepaid insurance increased by \$34,427; and inventory decreased by \$22,249.

Cash held at December 31, 2012 was \$179,694.

Total liabilities decreased \$6,875 over the prior year primarily related to decreases in accounts payable of \$5,621, security deposit of \$8,675 and deferred revenue of \$1,168; increases were to accrued wages of \$519 and compensated absences of \$388.

There was a decrease in Net Position of \$153,336 as a result of having a net loss for the year, which is explained below.

Revenue, Expenses and Changes in Net Position:

	<u>2012</u>	<u>2011</u>
Operating revenue		
Tenant rent and other revenue	\$ 105,132	\$ 152,402
HUD grants	944,420	1,012,011
Other revenue	7,057	2,664
Total operating revenue	<u>1,056,609</u>	<u>1,167,077</u>
Operating expenses		
Administrative	327,736	256,599
Tenant services	2,968	6,217
Utilities	44,999	198,338
Ordinary maintenance and operation	253,276	718,758
Insurance	65,492	55,001
General expenses	361,192	32,940
Depreciation expense	154,338	157,384
Total operating expenses	<u>1,210,001</u>	<u>1,425,237</u>
Operating gain (loss)	<u>(153,392)</u>	<u>(258,160)</u>
Nonoperating revenues (expenses)		
Investment income - unrestricted	56	178
Total nonoperating revenues (expenses)	<u>56</u>	<u>178</u>
Net income (loss)	<u>(153,336)</u>	<u>(257,982)</u>
Net position, beginning of year	<u>917,923</u>	<u>1,175,905</u>
Net position, end of year	<u>\$ 764,587</u>	<u>\$ 917,923</u>

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

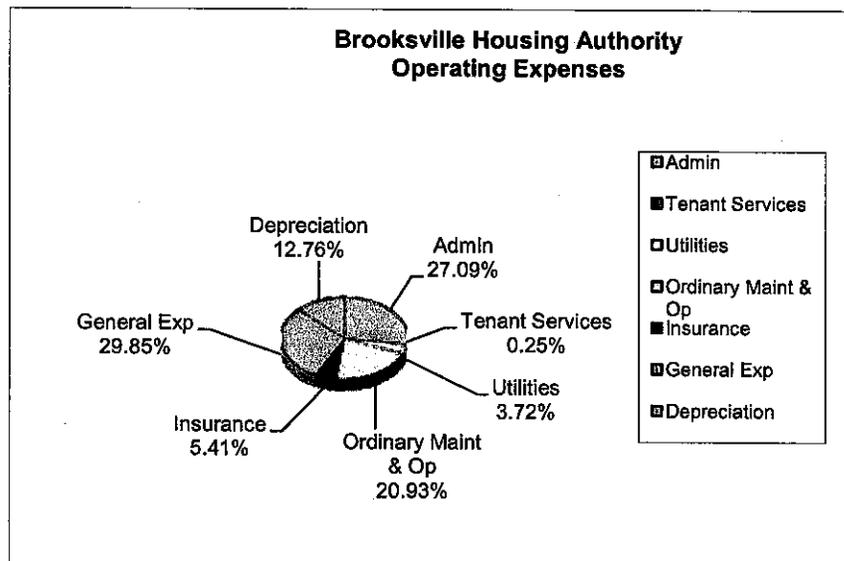
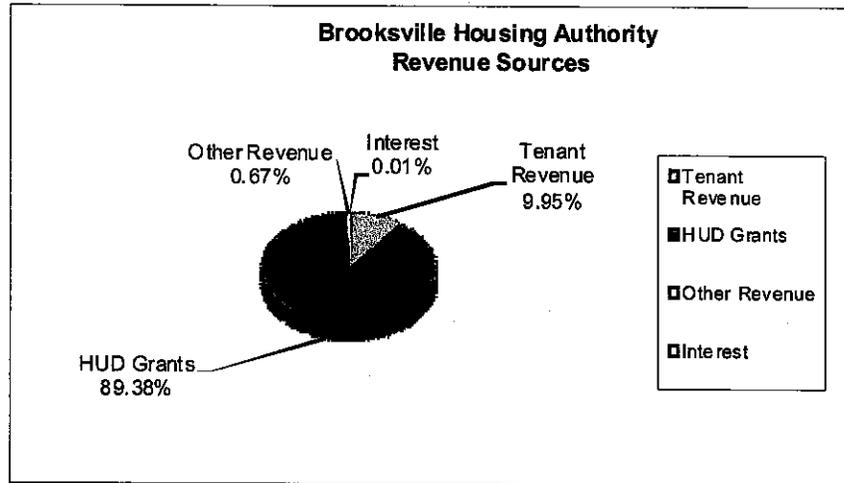
MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2012

Comparative Financial Information (Continued)

Overall operating revenue decreased by \$110,468. There was a decrease in HUD operating grants of \$67,591; decrease in tenant rent and other revenue of \$42,877.

Total operating expenses decreased by \$215,236; increases were to administrative salaries and benefits by \$71,137, insurance by \$10,491 and general expenses of \$328,252; decreases were to tenant services by \$3,249, utilities of \$153,339, ordinary maintenance and operations of \$465,482 and depreciation of \$3,046.

In FYE 2012, total operating revenue was \$1,056,609, while total operating expenses were \$1,210,001. This resulted in a net loss of \$153,392. Net non-operating revenues were \$56. Capital improvements are paid directly through the Capital Fund Program rather than from operating accounts.



BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2012

Fund Accounting

Many of the funds maintained by the Authority are required by the Department of Housing and Urban Development. Others are segregated to enhance accountability and control.

Authority's Funds

- PHA Owned Housing - Low Rent Public Housing (CFDA #14.850)
- Capital Fund Program (CFDA #14.872)

Economic Factors

Significant economic factors affecting the Authority are as follows:

- Federal funding of the Department of Housing and Urban Development,
- Local labor supply and demand, which can affect salary and wage rates,
- Local inflationary, reversionary and employment trends, which can affect resident incomes and therefore the amount of rental income,
- Inflationary pressure on utility rates, supplies and other costs.
- Hurricane related damages and hurricane impact upon the rental market.

Capital Asset and Debt Activity

At FYE 2012, the Authority had no long-term debt.

There were no additions to fixed assets. Total net capital assets decreased by \$154,339; total depreciation for the year was \$154,339.

Contacting The Authority's Financial Management

Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Executive Director, Brooksville Housing Authority, 800 Continental Drive, Brooksville, Florida 34601.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

STATEMENT OF NET POSITION
DECEMBER 31, 2012

ASSETS	
Current assets	
Cash and cash equivalents, unrestricted	\$ 178,757
Cash and cash equivalents, restricted	937
Investments, unrestricted	12,312
Accounts receivable, net of allowance	423
Due from other governments	3,002
Inventories, net of obsolescence	1,452
Prepaid insurance	49,484
Total current assets	246,367
Noncurrent assets	
Capital assets	
Not being depreciated	1,948
Depreciable, net	561,397
Total capital assets, net	563,345
Total assets	809,712
LIABILITIES	
Current liabilities	
Vendors and contractors payable	19,288
Accrued wages/taxes payable	1,961
Accrued compensated absences	4,989
Due to other governments	6,274
Deferred revenue	53
Other current liabilities	8,800
Total current liabilities	41,365
Current liabilities payable from restricted assets	
Resident security deposits	937
Noncurrent liabilities	
Accrued compensated absences	2,823
Total liabilities	45,125
NET POSITION	
Invested in capital assets, net of related debt	563,345
Unrestricted	201,242
Total net position	\$ 764,587

The accompanying notes are an integral part of these basic financial statements.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2012

Operating revenues	
Rental revenue	\$ 105,132
HUD grants	944,420
Other revenue	7,057
Total operating revenues	<u>1,056,609</u>
Operating expenses	
Administrative	327,736
Tenant services	2,968
Utilities	44,999
Ordinary maintenance & operation	253,276
Insurance	65,492
General expenses	361,192
Depreciation	154,338
Total operating expenses	<u>1,210,001</u>
Operating income (loss)	<u>(153,392)</u>
Nonoperating revenues (expenses)	
Interest revenue, unrestricted	<u>56</u>
Increase (decrease) in net position	(153,336)
Net position, beginning of year	<u>917,923</u>
Net position, end of year	<u><u>\$ 764,587</u></u>

The accompanying notes are an integral part of these basic financial statements.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2012

Cash Flows From Operating Activities

Receipts from dwelling rentals	\$ 90,688
Operating grants	941,418
Other receipts	2,838
Payments to employees and suppliers	(1,015,087)
Payments to landlords and resident benefits	(41,219)
Net cash provided (used) by operating activities	<u>(21,362)</u>

Cash Flows From Investing Activities

Purchase/sale of investments	(56)
Interest	56
Net cash provided (used) by investing activities	<u>-</u>

Net increase (decrease) in cash and cash equivalents (21,362)

Balance - beginning of the year 201,056

Balance - end of the year \$ 179,694

Reconciliation of Cash Flows to Statement of Net Position

Cash and cash equivalents, unrestricted	\$ 178,757
Cash and cash equivalents, restricted	937
	<u><u>\$ 179,694</u></u>

There are no non-cash transactions.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2012
(Continued)

Reconciliation of Net Operating Income (Loss) to
Net Cash Provided (Used) By Operating Activities

Operating income/(loss)	\$ (153,392)
Adjustments to reconcile net operating income (loss) to net cash provided (used) by operating activities:	
Depreciation elimination	154,338
Increase in accounts receivable	(253)
Decrease in due to/from other governments	2,558
Decrease in inventory	22,249
Increase in prepaid expenses	(34,427)
Decrease in security deposits	(8,675)
Decrease in accounts payable	(5,621)
Increase in accrued wages	519
Increase in compensated absences	388
Decrease in accrued liabilities	(1,168)
Increase in deferred credits	2,122
	<u><u>\$ (21,362)</u></u>

The accompanying notes are an integral part of these basic financial statements.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2012

A - Summary of Significant Accounting Policies and Organization:

1. **Organization:** Brooksville Housing Authority (“the Authority”) is a public body corporate and politic pursuant to Chapter 421 Laws of the State of Florida which was organized to provide low rent housing for qualified individuals in accordance with the rules and regulations prescribed by the U.S. Department of Housing and Urban Development (HUD) and other federal agencies.
2. **Reporting Entity:** In determining how to define the reporting entity, management has considered all potential component units. The decision to include a component unit in the reporting entity was made by applying the criteria set forth in Section 2100 and 2600 of the *Codification of Governmental Accounting and Financial Reporting Standards and Statement No. 14, (amended) of the Governmental Accounting Standards Board: The Financial Reporting Entity*. These criteria include manifestation of oversight responsibility including financial accountability, appointment of a voting majority, imposition of will, financial benefit to or burden on a primary organization, financial accountability as a result of fiscal dependency, potential for dual inclusion, and organizations included in the reporting entity although the primary organization is not financially accountable. Based upon the application of these criteria, the reporting entity has no component units.

The basic financial statements of the Authority consist primarily of Low Rent Housing and related modernization programs under Annual Contributions Contract A04130 with HUD.

3. **Summary of HUD and Other Authority Programs:** The accompanying basic financial statements consist of the activities of the housing programs subsidized by HUD and Authority owned entities. A summary of each of these programs is provided below.

Annual Contributions Contract A-4130

- a. **Low Rent Public Housing:** This type of housing consists of apartments and single-family dwellings owned and operated by the Authority. Funding is provided by tenant rent payments and subsidies provided by HUD.
 - b. **Modernization and Development:** Substantially all additions to land, buildings, and equipment are accomplished through the Capital Fund Program. These programs add to, replace or materially upgrade deteriorated portions of the Authority's housing units. Funding is provided through programs established by HUD.
4. **Basis of Presentation and Accounting:** In accordance with uniform financial reporting standards for HUD housing programs, the basic financial statements are prepared in accordance with U. S. generally accepted accounting principles (GAAP).

Based upon compelling reasons offered by HUD, the Authority reports its basic financial statements as a special purpose government engaged solely in business-type activities, which is similar to the governmental proprietary fund type (enterprise fund), which uses the accrual basis of accounting and the flow of economic resources measurement focus. Revenues are recorded when earned and expenses are recorded at the time the liabilities are incurred. Pursuant to the election option made available by *GASB Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, certain accounting and financial reporting guidance is applied in the preparation of the basic financial statements, unless those pronouncements conflict with or contradict GASB pronouncements.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2012
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

4. Basis of Presentation and Accounting: (Continued)

Generally accepted accounting principles for state and local governments requires that resources be classified for accounting and reporting purposes into the following three net asset categories:

Invested in Capital Position, Net of Related Debt – Capital assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction or improvement of those assets.

Restricted - Net position whose use by the Authority is subject to externally imposed stipulations that can be fulfilled by actions of the Authority pursuant to those stipulations or the expire by the passage of time. Such assets include assets restricted for capital acquisitions and debt service.

Unrestricted – Net position that is not subject to externally imposed stipulations. Unrestricted net position may be designated for specific purposes by action of management or the Authority Board or may otherwise be limited by contractual agreements with outside parties.

- 5. Budgets:** Budgets are prepared on an annual basis for each major operating program and are used as a management tool throughout the accounting cycle. The capital fund budgets are adopted on a “project length” basis. Budgets are not, however, legally adopted nor legally required for basic financial statement presentation.
- 6. Cash and Cash Equivalents:** For purposes of the Statement of Cash Flows, the Authority considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased and non-negotiable certificates of deposit to be cash equivalents. There were no noncash investing, capital and financing activities during the year.
- 7. Interprogram Receivables and Payables:** Interprogram receivables/payables, when present, are all current, and are the result of the use of the Public Housing Program as the common paymaster for shared costs of the Authority. Cash settlements are made periodically, and all interprogram balances net zero. Offsetting due to/due from balances are eliminated for the basic financial statement presentation.
- 8. Investments:** Investments, when present, are recorded at fair value. Investment instruments consist only of items specifically approved for public housing agencies by HUD. Investments are either insured or collateralized using the dedicated method. Under the dedicated method of collateralization, all deposits and investments over the federal depository insurance coverage are collateralized with securities held by the Authority’s agent in the Authority’s name. It is the Authority’s policy that all funds on deposit are collateralized in accordance with both HUD requirements and requirements of the State of Florida.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2012
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

- 9. Inventories:** Inventories (consisting of materials and supplies) are valued at cost using the first in, first out (FIFO) method. If inventory falls below cost due to damage, deterioration or obsolescence, the Authority establishes an allowance for obsolete inventory. In accordance with the consumption method, inventory is expensed when items are actually placed in service.
- 10. Prepaid Items:** Payments made to vendors for goods or services that will benefit periods beyond the fiscal year end are recorded as prepaid items.
- 11. Use of Estimates:** The preparation of basic financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the basic financial statements and reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.
- 12. Fair Value of Financial Instruments:** The carrying amount of the Authority's financial instruments at December 31, 2012 including cash, investments, accounts receivable, and accounts payable closely approximates fair value.

13. Capital Assets:

- a. Book Value:** All purchased fixed assets are valued at cost when historical records are available. When no historical records are available, fixed assets are valued at estimated historical cost.

Land values were derived from development closeout documentation.

Donated fixed assets are recorded at their fair value at the time they are received.

Donor imposed restrictions are deemed to expire as the asset depreciates.

All normal expenditures of preparing an asset for use are capitalized when they meet or exceed the capitalization threshold.

- b. Depreciation:** The cost of buildings and equipment is depreciated over the estimated useful lives of the related assets on a composite basis using the straight-line method.

Depreciation commences on modernization and development additions in the year following completion.

The useful lives of buildings and equipment for purposes of computing depreciation are as follows:

Buildings	40 years
Building modernization	15 years
Equipment	3-7 years

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2012
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

13. Capital Assets: (Continued)

c. Maintenance and Repairs Expenditures: Maintenance and repairs expenditures are charged to operations when incurred. Betterments in excess of \$1,000 are capitalized. When buildings and equipment are sold or otherwise disposed of, the asset account and related accumulated depreciation account are relieved, and any gain or loss is included in operations.

14. Compensated Absences: Compensated absences are those absences for which employees will be paid, such as vacation and sick leave computed in accordance with *GASB Statement No. 16*. A liability for compensated absences that is attributable to services already rendered and that are not contingent on a specific event that is outside the control of the Authority and its employees, is accrued as employees earn the rights to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the Authority and its employees are accounted for in the period in which such services are rendered or in which such events take place.

15. Litigation Losses: The Authority recognizes estimated losses related to litigation in the period in which the occasion giving rise to the loss occurred, the loss is probable and the loss is reasonably estimable.

16. Annual Contribution Contracts: Annual Contribution contracts provide that HUD shall have the authority to audit and examine the records of public housing authorities. Accordingly, final determination of the Authority's financing and contribution status for the Annual Contribution Contracts is the responsibility of HUD based upon financial reports submitted by the Authority.

17. Risk Management: The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Authority carries commercial insurance for all risks of loss, including workers' compensation and employee health and accident insurance, general liability, fire and extended coverage, fidelity bond, automobile, and Director and Officers liability. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. Additionally, there have been no significant reductions in insurance coverage from the prior year.

The Authority participates in public entity risk pool (Florida Housing Authority's Risk Management Inc.) for all risks of loss, including workers' compensation and employee health and accident insurance, general liability, fire and extended coverage, fidelity bond, automobile, and Director and Officers liability. Settled claims resulting from these risks have not exceeded risk pool coverage in any of the past three fiscal years. Rights and responsibilities of the Authority and the pool are contained within the pool agreement and the scope of coverage documents.

18. Use of Restricted Assets: It is the Authority's policy to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2012
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

19. Operating Revenues and Expenses: The principal operating revenues of the Authority's enterprise fund are charges to customers for rents and services. Operating expenses for the Authority's enterprise fund include the cost of providing housing and services, administrative expenses and depreciation on capital assets. Revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

B - Deposits and Investments: For purposes of the Statement of Cash Flows, the Authority considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased and non-negotiable certificates of deposit to be cash equivalents. There were no noncash investing, capital and financing activities during the year.

1. HUD Deposit and Investment Restrictions

HUD requires authorities to invest excess HUD program funds in obligations of the United States, certificates of deposit or any other federally insured instruments.

HUD also requires that deposits of HUD program funds be fully insured or collateralized at all times. Acceptable security includes FDIC/FSLIC insurance and the market value of securities purchased and pledged to the political subdivision. Pursuant to HUD restrictions, obligations of the United States are allowed as security for deposits. Obligations furnished as security must be held by the Authority or with an unaffiliated bank or trust company for the account of the Authority.

2. Risk Disclosures

Custodial Credit Risk: This is the risk that in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are held by the counterparty. All of the Authority's investments in securities are held in the name of the Authority.

The Authority's custodial agreement policy prohibits counterparties holding securities not in the Authority's name.

The carrying amounts of the Authority's cash deposits at December 31, 2012 were \$179,494, of which \$200 was petty cash. Bank balances before reconciling items were \$183,007 at that date, the total amount of which was collateralized or insured with securities held by an unaffiliated banking institution in the Authority's name. The Authority's investments consist of certificates of deposit with original maturities greater than three (3) months of \$12,312.

C - Accounts Receivable:

Dwelling rents (net of allowance for doubtful accounts of \$106)

\$ 423

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2012
(Continued)

D - Land, Buildings and Equipment:

	Balance December 31, 2011	Additions	Balance December 31, 2012
Not being depreciated:			
Land	\$ 1,948	\$ -	\$ 1,948
Total not being depreciated	1,948	-	1,948
Depreciable:			
Buildings & improvements	4,004,675	-	4,004,675
Accumulated depreciation	(3,308,621)	(146,594)	(3,455,215)
Net buildings & improvements	696,054	(146,594)	549,460
Equipment	167,429	-	167,429
Accumulated depreciation	(147,748)	(7,745)	(155,493)
Net equipment	19,681	(7,745)	11,936
Net depreciable assets	715,735	(154,339)	561,396
TOTAL	\$ 717,683	\$ (154,339)	\$ 563,344

E - Schedule of Changes in Noncurrent Liabilities:

	Balance at		Year Ended		December 31, 2012	
	December 31, 2011		December 31, 2012		December 31, 2012	
	Long-term Portion	Current Portion	Additions	Payments	Current Portion	Long-term Portion
Accrued compensated absences	<u>\$ 701</u>	<u>\$ 4,601</u>	<u>\$ 6,276</u>	<u>\$ (3,766)</u>	<u>\$ 4,989</u>	<u>\$ 2,823</u>

The large increase from the prior year is the result of a change in benefits which now allows up to 360 hours of accrued vacation to be paid upon termination.

F - Annual Contributions by Federal Agencies:

Low Rent Public Housing – Pursuant to the Annual Contributions Contract, HUD contributes an operating subsidy approved in the operating budget under the Annual Contributions Contract. HUD operating subsidy contributions for the year ended December 31, 2012 were \$712,418. HUD also contributed additional funds for modernization and operations in the amount of \$232,002 for the year ended December 31, 2012.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2012
(Continued)

- G - Economic Dependency:** The Authority receives approximately 89% of its revenues from HUD. If the amount of revenues received from HUD falls below critical levels, the Authority's reserves could be adversely affected.
- H - Contingencies:** The Authority is subject to possible examinations made by Federal and State authorities who determine compliance with terms, conditions, laws and regulations governing other grants given to the Authority in the current and prior years. There were no such examinations for the year ended December 31, 2012.
- I - Conduit Type Debt:** Debt related to the original acquisition and early modernization of the public housing developments is funded, guaranteed and serviced by HUD. There is no debt or pledge of faith and credit on part of the Authority. Accordingly, this debt has not been recorded in the basic financial statements of the Authority. Additionally, HUD no longer provides debt service information to the Authority.
- J - Leasing Activities (as Lessor):** The Authority is the lessor of dwelling units mainly to low-income residents. The rents under the leases are determined generally by the resident's income as adjusted for eligible deductions regulated by HUD, although the resident may opt for a flat rent. Leases may be cancelled by the lessee at any time. The Authority may cancel the lease only for cause.
- Revenues associated with these leases are recorded in the basic financial statements and schedules as "Rental Revenue". Rental Revenue per dwelling unit generally remains consistent from year to year, but is affected by general economic conditions which impact personal income and local job availability.
- K - Other Post Employment Benefits (OPEB):** In relation to its employee benefit programs, the Authority does not provide any Other Post Employment Benefits, as outlined under GASB 45.
- L - Interprogram Transfers:** The Authority will make cash transfers between its various programs as outlined in the Federal Regulations and authorized and approved by the Authority's Board of Commissioners. There were transfers of \$57,681 from the Capital Fund Program (including ARRA) to the Low Rent Housing Program during the year ended December 31, 2012.
- M - Decrease in Net Position:** The decrease in net position is expected to be absorbed through operations in subsequent fiscal years, assisted by transfers from various programs. No fund deficit is expected as a result of the current year loss.

SUPPLEMENTAL INFORMATION

Brooksville Housing Authority (FL074)
BROOKSVILLE, FL
Entity Wide Balance Sheet Summary

Submission Type: Audited/A-133

Fiscal Year End: 12/31/2012

	Project Total	Subtotal	ELIM	Total
111 Cash - Unrestricted	\$178,757	\$178,757		\$178,757
112 Cash - Restricted - Modernization and Development				
113 Cash - Other Restricted				
114 Cash - Tenant Security Deposits	\$937	\$937		\$937
115 Cash - Restricted for Payment of Current Liabilities				
100 Total Cash	\$179,694	\$179,694	\$0	\$179,694
121 Accounts Receivable - PHA Projects				
122 Accounts Receivable - HUD Other Projects	\$3,002	\$3,002		\$3,002
124 Accounts Receivable - Other Government				
125 Accounts Receivable - Miscellaneous				
126 Accounts Receivable - Tenants	\$529	\$529		\$529
126.1 Allowance for Doubtful Accounts - Tenants	-\$106	-\$106		-\$106
126.2 Allowance for Doubtful Accounts - Other	\$0	\$0		\$0
127 Notes, Loans, & Mortgages Receivable - Current				
128 Fraud Recovery				
128.1 Allowance for Doubtful Accounts - Fraud				
129 Accrued Interest Receivable				
120 Total Receivables, Net of Allowances for Doubtful Accounts	\$3,425	\$3,425	\$0	\$3,425
131 Investments - Unrestricted	\$12,312	\$12,312		\$12,312
132 Investments - Restricted				
135 Investments - Restricted for Payment of Current Liability				
142 Prepaid Expenses and Other Assets	\$49,484	\$49,484		\$49,484
143 Inventories	\$1,613	\$1,613		\$1,613
143.1 Allowance for Obsolete Inventories	-\$161	-\$161		-\$161
144 Inter Program Due From				
145 Assets Held for Sale				
150 Total Current Assets	\$246,367	\$246,367	\$0	\$246,367
161 Land	\$1,948	\$1,948		\$1,948
162 Buildings	\$4,004,675	\$4,004,675		\$4,004,675
163 Furniture, Equipment & Machinery - Dwellings	\$71,858	\$71,858		\$71,858
164 Furniture, Equipment & Machinery - Administration	\$95,571	\$95,571		\$95,571
165 Leasehold Improvements				
166 Accumulated Depreciation	-\$3,610,707	-\$3,610,707		-\$3,610,707
167 Construction in Progress				
168 Infrastructure				
160 Total Capital Assets, Net of Accumulated Depreciation	\$563,345	\$563,345	\$0	\$563,345

171 Notes, Loans and Mortgages Receivable - Non-Current				
172 Notes, Loans, & Mortgages Receivable - Non Current - Past Due				
173 Grants Receivable - Non Current				
174 Other Assets				
176 Investments in Joint Ventures				
180 Total Non-Current Assets	\$563,345	\$563,345	\$0	\$563,345
190 Total Assets	\$809,712	\$809,712	\$0	\$809,712
311 Bank Overdraft				
312 Accounts Payable <= 90 Days	\$19,288	\$19,288		\$19,288
313 Accounts Payable >90 Days Past Due				
321 Accrued Wage/Payroll Taxes Payable	\$1,961	\$1,961		\$1,961
322 Accrued Compensated Absences - Current Portion	\$4,989	\$4,989		\$4,989
324 Accrued Contingency Liability				
325 Accrued Interest Payable				
331 Accounts Payable - HUD PHA Programs				
332 Account Payable - PHA Projects				
333 Accounts Payable - Other Government	\$6,274	\$6,274		\$6,274
341 Tenant Security Deposits	\$937	\$937		\$937
342 Deferred Revenues	\$53	\$53		\$53
343 Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue Bonds				
344 Current Portion of Long-term Debt - Operating Borrowings				
345 Other Current Liabilities	\$8,800	\$8,800		\$8,800
346 Accrued Liabilities - Other				
347 Inter Program - Due To				
348 Loan Liability - Current				
310 Total Current Liabilities	\$42,302	\$42,302	\$0	\$42,302
351 Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue				
352 Long-term Debt, Net of Current - Operating Borrowings				
353 Non-current Liabilities - Other				
354 Accrued Compensated Absences - Non Current	\$2,823	\$2,823		\$2,823
355 Loan Liability - Non Current				
356 FASB 5 Liabilities				
357 Accrued Pension and OPEB Liabilities				
350 Total Non-Current Liabilities	\$2,823	\$2,823	\$0	\$2,823
300 Total Liabilities	\$45,125	\$45,125	\$0	\$45,125
508.1 Invested In Capital Assets, Net of Related Debt	\$563,345	\$563,345		\$563,345
511.1 Restricted Net Assets				
512.1 Unrestricted Net Assets	\$201,242	\$201,242		\$201,242
513 Total Equity/Net Assets	\$764,587	\$764,587	\$0	\$764,587
600 Total Liabilities and Equity/Net Assets	\$809,712	\$809,712	\$0	\$809,712

Brooksville Housing Authority (FL074)
BROOKSVILLE, FL
Entity Wide Revenue and Expense Summary

Submission Type: Audited/A-133

Fiscal Year End: 12/31/2012

	Project Total	Subtotal	ELIM	Total
70300 Net Tenant Rental Revenue	\$105,132	\$105,132		\$105,132
70400 Tenant Revenue - Other	\$4,283	\$4,283		\$4,283
70500 Total Tenant Revenue	\$109,415	\$109,415	\$0	\$109,415
70600 HUD PHA Operating Grants	\$944,420	\$944,420		\$944,420
70610 Capital Grants				
70710 Management Fee				
70720 Asset Management Fee				
70730 Book Keeping Fee				
70740 Front Line Service Fee				
70750 Other Fees				
70700 Total Fee Revenue		\$0	\$0	\$0
70800 Other Government Grants				
71100 Investment Income - Unrestricted	\$56	\$56		\$56
71200 Mortgage Interest Income				
71300 Proceeds from Disposition of Assets Held for Sale				
71310 Cost of Sale of Assets				
71400 Fraud Recovery				
71500 Other Revenue	\$2,774	\$2,774		\$2,774
71600 Gain or Loss on Sale of Capital Assets				
72000 Investment Income - Restricted				
70000 Total Revenue	\$1,056,665	\$1,056,665	\$0	\$1,056,665
91100 Administrative Salaries	\$103,052	\$103,052		\$103,052
91200 Auditing Fees	\$13,600	\$13,600		\$13,600
91300 Management Fee				
91310 Book-keeping Fee				
91400 Advertising and Marketing	\$121	\$121		\$121
91500 Employee Benefit contributions - Administrative	\$40,373	\$40,373		\$40,373
91600 Office Expenses	\$55,640	\$55,640		\$55,640
91700 Legal Expense	\$107,735	\$107,735		\$107,735
91800 Travel	\$7,215	\$7,215		\$7,215
91810 Allocated Overhead				
91900 Other				
91000 Total Operating - Administrative	\$327,736	\$327,736	\$0	\$327,736
92000 Asset Management Fee				
92100 Tenant Services - Salaries				
92200 Relocation Costs				
92300 Employee Benefit Contributions - Tenant Services				
92400 Tenant Services - Other	\$2,968	\$2,968		\$2,968

92500 Total Tenant Services	\$2,968	\$2,968	\$0	\$2,968
93100 Water	\$16,360	\$16,360		\$16,360
93200 Electricity	\$7,124	\$7,124		\$7,124
93300 Gas	\$276	\$276		\$276
93400 Fuel				
93500 Labor				
93600 Sewer				
93700 Employee Benefit Contributions - Utilities				
93800 Other Utilities Expense	\$21,239	\$21,239		\$21,239
93000 Total Utilities	\$44,999	\$44,999	\$0	\$44,999
94100 Ordinary Maintenance and Operations - Labor	\$53,838	\$53,838		\$53,838
94200 Ordinary Maintenance and Operations - Materials and Other	\$44,303	\$44,303		\$44,303
94300 Ordinary Maintenance and Operations Contracts	\$106,899	\$106,899		\$106,899
94500 Employee Benefit Contributions - Ordinary Maintenance	\$48,236	\$48,236		\$48,236
94000 Total Maintenance	\$253,276	\$253,276	\$0	\$253,276
95100 Protective Services - Labor				
95200 Protective Services - Other Contract Costs				
95300 Protective Services - Other				
95500 Employee Benefit Contributions - Protective Services				
95000 Total Protective Services	\$0	\$0	\$0	\$0
96110 Property Insurance	\$48,552	\$48,552		\$48,552
96120 Liability Insurance	\$5,326	\$5,326		\$5,326
96130 Workmen's Compensation	\$5,862	\$5,862		\$5,862
96140 All Other Insurance	\$5,752	\$5,752		\$5,752
96100 Total Insurance Premiums	\$65,492	\$65,492	\$0	\$65,492
96200 Other General Expenses	\$339,847	\$339,847		\$339,847
96210 Compensated Absences	\$7,219	\$7,219		\$7,219
96300 Payments in Lieu of Taxes	\$5,559	\$5,559		\$5,559
96400 Bad debt - Tenant Rents	\$8,567	\$8,567		\$8,567
96500 Bad debt - Mortgages				
96600 Bad debt - Other				
96800 Severance Expense				
96000 Total Other General Expenses	\$361,192	\$361,192	\$0	\$361,192
96710 Interest of Mortgage (or Bonds) Payable				
96720 Interest on Notes Payable (Short and Long Term)				
96730 Amortization of Bond Issue Costs				
96700 Total Interest Expense and Amortization Cost	\$0	\$0	\$0	\$0
96900 Total Operating Expenses	\$1,055,663	\$1,055,663	\$0	\$1,055,663
97000 Excess of Operating Revenue over Operating Expenses	\$1,002	\$1,002	\$0	\$1,002
97100 Extraordinary Maintenance				

97200	Casualty Losses - Non-capitalized				
97300	Housing Assistance Payments				
97350	HAP Portability-In				
97400	Depreciation Expense	\$154,338	\$154,338		\$154,338
97500	Fraud Losses				
97600	Capital Outlays - Governmental Funds				
97700	Debt Principal Payment - Governmental Funds				
97800	Dwelling Units Rent Expense				
90000	Total Expenses	\$1,210,001	\$1,210,001	\$0	\$1,210,001
10010	Operating Transfer In	\$57,681	\$57,681	-\$57,681	\$0
10020	Operating transfer Out	-\$57,681	-\$57,681	\$57,681	\$0
10030	Operating Transfers from/to Primary Government				
10040	Operating Transfers from/to Component Unit				
10050	Proceeds from Notes, Loans and Bonds				
10060	Proceeds from Property Sales				
10070	Extraordinary Items, Net Gain/Loss				
10080	Special Items (Net Gain/Loss)				
10091	Inter Project Excess Cash Transfer In				
10092	Inter Project Excess Cash Transfer Out				
10093	Transfers between Program and Project - In				
10094	Transfers between Project and Program - Out				
10100	Total Other financing Sources (Uses)	\$0	\$0	\$0	\$0
10000	Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	-\$153,336	-\$153,336	\$0	-\$153,336
11020	Required Annual Debt Principal Payments	\$0	\$0		\$0
11030	Beginning Equity	\$917,923	\$917,923		\$917,923
11040	Prior Period Adjustments, Equity Transfers and Correction of Errors				
11050	Changes in Compensated Absence Balance				
11060	Changes in Contingent Liability Balance				
11070	Changes in Unrecognized Pension Transition Liability				
11080	Changes in Special Term/Severance Benefits Liability				
11090	Changes in Allowance for Doubtful Accounts - Dwelling Rents				
11100	Changes in Allowance for Doubtful Accounts - Other				
11170	Administrative Fee Equity				
11180	Housing Assistance Payments Equity				
11190	Unit Months Available	1512	1512		1512
11210	Number of Unit Months Leased	1144	1144		1144
11270	Excess Cash	\$79,684	\$79,684		\$79,684
11610	Land Purchases	\$0	\$0		\$0
11620	Building Purchases	\$0	\$0		\$0
11630	Furniture & Equipment - Dwelling Purchases	\$0	\$0		\$0
11640	Furniture & Equipment - Administrative Purchases	\$0	\$0		\$0
11650	Leasehold Improvements Purchases	\$0	\$0		\$0
11660	Infrastructure Purchases	\$0	\$0		\$0
13510	CFFP Debt Service Payments	\$0	\$0		\$0
13901	Replacement Housing Factor Funds	\$0	\$0		\$0

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

CERTIFICATION OF ACTUAL CAPITAL FUND RECOVERY GRANT COSTS
DECEMBER 31, 2012

PROGRAM	501-08	501-09	501-10	501-11
Funds approved	\$ 195,205	\$ 192,783	\$ 193,580	\$ 165,661
Funds expended	195,205	192,783	193,580	165,661
Excess of funds approved	\$ -	\$ -	\$ -	\$ -
Funds advanced	\$ 195,205	\$ 192,783	\$ 193,580	\$ 165,661
Funds expended	195,205	192,783	193,580	165,661
Excess of funds advanced	\$ -	\$ -	\$ -	\$ -

The distribution of costs as shown on the Actual Modernization Cost Certificate submitted to HUD for approval is in agreement with the PHA's records.

All modernization costs have been paid and all related liabilities have been discharged through payment.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

**SCHEDULE AND RECONCILIATION OF ACTUAL
CAPITAL FUND COSTS AND ADVANCES
FOR THE YEAR ENDED DECEMBER 31, 2012**

PROGRAM	CFP 501-08	CFP 501-09	CFP 501-10	CFP 501-11	CFP 501-12	CFP Total
BUDGET	<u>\$ 195,205</u>	<u>\$ 192,783</u>	<u>\$ 193,580</u>	<u>\$ 165,661</u>	<u>\$ 149,047</u>	<u>\$ 896,276</u>
ADVANCES:						
Cash receipts - prior years	\$ 195,205	\$ 192,783	\$ 167,580	\$ 65,661	\$ -	\$ 621,229
Cash receipts - current year	-	-	26,000	100,000	103,000	229,000
Cumulative as of December 31, 2012	<u>\$ 195,205</u>	<u>\$ 192,783</u>	<u>\$ 193,580</u>	<u>\$ 165,661</u>	<u>\$ 103,000</u>	<u>\$ 850,229</u>
COSTS:						
Prior years	\$ 195,205	\$ 192,783	\$ 167,580	\$ 65,661	\$ -	\$ 621,229
Current year	-	-	26,000	100,000	106,002	232,002
Cumulative as of December 31, 2012	<u>\$ 195,205</u>	<u>\$ 192,783</u>	<u>\$ 193,580</u>	<u>\$ 165,661</u>	<u>\$ 106,002</u>	<u>\$ 853,231</u>
Excess (Deficiency) of advances due from HUD (net)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (3,002)</u>	<u>\$ (3,002)</u>
Modernization Cost Certificate issued?	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	
Soft costs						
Prior years	\$ 181,614	\$ 192,783	\$ 167,580	\$ 65,661	\$ -	\$ 607,638
Current year	-	-	26,000	100,000	106,002	232,002
Cumulative as of December 31, 2012	<u>\$ 181,614</u>	<u>\$ 192,783</u>	<u>\$ 193,580</u>	<u>\$ 165,661</u>	<u>\$ 106,002</u>	<u>\$ 839,640</u>
Hard costs						
Prior years	\$ 13,591	\$ -	\$ -	\$ -	\$ -	\$ 13,591
Current year	-	-	-	-	-	-
Cumulative as of December 31, 2012	<u>\$ 13,591</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,591</u>
Hard costs remaining on CFP	<u>\$ 13,591</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,591</u>
Cumulative hard and soft costs	<u>\$ 195,205</u>	<u>\$ 192,783</u>	<u>\$ 193,580</u>	<u>\$ 165,661</u>	<u>\$ 106,002</u>	<u>\$ 853,231</u>

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2012

Federal Grantor:

<u>CFDA Number</u>	<u>Program Title</u>	<u>Pass Through Entity</u>	<u>Federal Expenditures</u>
U.S. Department of Housing and Urban Development			
14.850	Low Rent Public Housing	NA	\$ 712,418
	Capital Fund Cluster		
14.872	Capital Fund Program	NA	232,002
	Total Capital Fund Cluster		<u>232,002</u>
Total U.S. Department of HUD			<u>944,420</u>
Total Federal Awards Expenditures			<u><u>\$ 944,420</u></u>

Notes to the Schedule of Expenditures of Federal Awards

A. Basis of Accounting

This schedule is prepared on the accrual basis of accounting.

B. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations".

C. Reconciliation of Total Federal Awards Expenditures to Financial Data Schedule

FDS line 706	HUD PHA Grants	\$ 944,420
		<u>\$ 944,420</u>

SINGLE AUDIT SECTION

MALCOLM JOHNSON & COMPANY, P.A.
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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Commissioners
Brooksville Housing Authority
Brooksville, Florida

HUD, Jacksonville Area Office
Charles Bennett Federal Building
400 W. Bay Street, Suite 1015
Jacksonville, Florida 32202-4410

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the basic financial statements of Brooksville Housing Authority (the Authority), which comprise the statement of net position as of December 31, 2012, and the related statements of revenue, expenses and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon June 4, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the basic financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control, that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Malcolm Johnson & Company, P.A.
Certified Public Accountants

DeBary, Florida
June 4, 2013

MALCOLM JOHNSON & COMPANY, P.A.
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON
EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Board of Commissioners
Brooksville Housing Authority
Brooksville, Florida

HUD, Jacksonville Area Office
Charles Bennett Federal Building
400 W. Bay Street, Suite 1015
Jacksonville, Florida 32202-4410

Report on Compliance for Each Major Program

We have audited Brooksville Housing Authority's (the Authority) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement*, that could have a direct and material effect on each of the Authority's major federal programs for the year ended December 31, 2012. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133)*. Those standards and *OMB Circular A-133* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on the major federal programs occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with each major program. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Program

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs identified above for the year ended December 31, 2012.

Report on Internal Control Over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the *OMB Circular A-133*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a *material weakness* in internal control over compliance, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be *material weaknesses* or *significant deficiencies*. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of our testing based on the requirements of *OMB Circular A-133*. Accordingly, this report is not suitable for any other purpose.



Malcolm Johnson & Company, P.A.
Certified Public Accountants

DeBary, Florida
June 4, 2013

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2012

SECTION I - SUMMARY OF AUDITORS' RESULTS

Basic Financial Statements

Type of auditors' report issued:	Unqualified
Internal control over financial reporting:	
~ Material weakness(es) identified?	No
~ Significant deficiency(s) identified that are not considered to be material weaknesses?	None reported
Noncompliance material to basic financial statements noted?	No

Federal Awards

Internal control over major programs:	
~ Material weakness(es) identified?	No
~ Significant deficiency(s) identified that are not considered to be material weakness(es)?	None reported
Type of auditors' report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133?	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
14.850	Low Income Public Housing

Dollar threshold used to distinguish between type A and type B programs:	\$300,000
Auditee qualified as low-risk auditee?	Yes

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2012

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

There were no prior audit findings.