

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

AGENDA

July 6, 2015

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PRESENTATION & REQUESTS FOR WAIVERS

1. Fee Waiver Request - Historic Brooksville Women's Club

Consideration of request for fee waiver in the amount of \$608.88 for their Arts & Crafts Festival scheduled for December 12, 2015.

Presentation: Parade Organizer
Recommendation: Direction to Staff
Attachments: Memo from City Clerk dated 07/06/15, Letter of Request, Street Closure Permit, FY2015 Fee Waiver Spreadsheet

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Proclamation - Parks & Recreation Month

Presentation and Proclamation recognizing July as Parks & Recreation month.

Presentation: Director Parks, Recreation & Facilities and Mayor
Attachments: Proclamation

2. Florida League of Cities Certificate of Completion

Presentation of Certification of Completion to Council Member Kahler for completion of the 2015 Institute for Elected Municipal Officials training.

Presentation: Mayor

3. State Legislative Update

Update on City projects and request for State funding; discussion of the 2015 Florida Legislative Session.

Presentation: Shawn Foster, City Lobbyist
Sunrise Consulting Group

E. CITIZEN INPUT

REGULAR COUNCIL MEETING AGENDA – July 6, 2015

F. CONSENT AGENDA

1. Minutes

- a. June 15, 2015 Regular Meeting
- b. June 22, 2015 Special Meeting

2. Work Contract with the Florida Department of Corrections

Consideration of approval of proposed 3-year contract, with an additional 3-year extension, for the inmate work squad Contract No. W1016 for an estimated annual cost of \$57,497.

3. Parks Department Acceptance of Donation & Budget Amendment

Consideration of budget amendment to accept donations supporting upcoming free community event celebrating Parks & Recreation Month.

4. Carrick Road License & Perpetual Easement Agreements

Consideration of License and Agreement to allow for fencing of a portion of Carrick Road unconstructed for consideration of egress and ingress for sewer line/manhole maintenance.

CONSENT AGENDA APPROVAL (✓)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Director of Public Works dated 07/06/15, Contract; 3) Memo from Director of Parks, Facilities & Recreation dated 07/06/15, Donation Check Stub, Budget Amendment Form; 4) Memo from Director of Public Works dated 07/06/15, Aerial Map, License, Agreement

G. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. Resolution No. 2015-09 - Vacation of Right-of-Way - Stephens

Consideration of a petition from Gregory and Dorothea Stephens vacating a portion of Cleveland Avenue between Blocks 16 and 17 of the Saxon's Addition.

Presentation: City Planner
Recommendation: Approval of Resolution 2015-09 upon roll-call vote.
Attachments: Memo from City Planner dated 07/06/15; Proposed Resolution, Petition to Vacate, Site Survey, Agency Correspondence.

REGULAR COUNCIL MEETING AGENDA – July 6, 2015

2. Resolution No. 2015-10 - Vacation of Right-of-Way - Stephens

Consideration of petition from Gregory and Dorothea Stephens vacating the 50-foot wide unnamed roadway lying east of Block 17, Saxon's Addition.

Presentation: City Planner
Recommendation: Approval of Resolution 2015-10 upon roll-call vote.
Attachments: Memo from City Planner dated 07/06/15; Proposed Resolution, Petition to Vacate, Site Survey, Agency Correspondence.

H. REGULAR AGENDA

1. Noise Ordinance No. 730-C

Consideration of proposed ordinance amending Chapter 82 of the Code relating to Traffic and Vehicles, Article III, Noise from Vehicles.

Presentation: Police Chief
Recommendation: Approval of Ordinance No. 730-C on first reading upon roll-call vote and schedule second reading for 07/20/15
Attachments: Memo from Police Chief dated 07/06/15; Proposed Ordinance

I. CITIZEN INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

CORRESPONDENCE TO NOTE

1. Letter from WRWSA
2. Letter from Hernando County Administrator
3. Audit from Brooksville Housing Authority

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Telina Dowdell, ADA Coordinator, no later than 48 hours in advance of the meeting at (352) 540-3810. 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.



AGENDA ITEM NO. C-1
7/6/15

**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Vacha*
FROM: JANICE L. PETERS, CITY CLERK *Jan*
SUBJECT: FEE WAIVER REQUEST - HISTORIC BROOKSVILLE WOMEN'S CLUB
DATE: JULY 6, 2015

GENERAL SUMMARY/BACKGROUND: The Historic Brooksville Women's Club will be holding a ChristKindl Arts and Crafts Festival on December 12, 2015. The event is inspired by the 700-year old traditional German Christkindl Market, or Christ Child Market. It features unique handmade crafts and traditional Christkindl treats. It is a free event with an anticipated 136 vendor spots. The Women's Club is requesting that Council consider waving the fees in the amount of \$609.88. A Certificate of Insurance will be provided to the City before the event.

BUDGET IMPACT: Total impact to the City of Brooksville is estimated at \$609.88, or \$304.94 at 50%. Fee waiver funding in the amount of \$10,000 is currently allocated within the General Fund budget for FY2015, line item number 001-010-511-59901. Of that amount, \$7,066.79 has been awarded, leaving a balance of \$2,933.22.

LEGAL REVIEW: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:

1. Letter of Request
2. Street Closure Permit & Map
3. Fee Waiver Spreadsheet

Attachment 1



GFWC HISTORIC BROOKSVILLE WOMAN'S CLUB
131 South Main Street
Brooksville, FL 34601

May 13, 2015

City of Brooksville
201 Howell Ave.
Brooksville, FL 34601

TO WHOM IT MAY CONCERN:

The GFWC Historic Brooksville Woman's Club proposes to have a ChristKindl Arts and Crafts Festival on December 12, 2015.

This will complement the parade and will officially open around noonish. Last year we had a very small craft show and many came. The top comments were: 1; there is nothing to do after the parade, and 2; your little craft show needs to be larger.

This is inspired by the 700-year-old traditional German Christkindl Markt, or Christ Child Market, is a festive event and the streets are lined with festive outdoor huts featuring



unique handmade crafts and traditional Christkindl treats.

The air is filled with the enticing aroma of roasted almonds, hot chocolate, Hungarian goulash, savory sausages, gourmet coffees, and hot spiced wine. Sample the delicious Christmas cookies, desserts, and the traditional German Lebkuchen (gingerbread) hearts. Catch the spirit of the season as glorious holiday music is performed. It is truly a good time for the entire family.

We are starting small the first year with 136 vendor spots. Next year we would like to go up to 225 spots and possibly two days. We will encourage our crafters to decorate their spots and will offer a grand prize for the winner.

Inside the clubhouse we will offer many German/Austrian Baked goods.

Why did we choose "ChristKindl"? To be different. If you Google "Christkindl" you will find many very successful festivals around the US and throughout Europe. We want to attract the maximum visitors to Hernando County and Brooksville. Our goal is 10,000 plus this first year, second year is 30,000. We believe we can dominate the market.

For reference: Have you been to the Lutz/Land O Lakes craft show the first weekend in December? It is produced by our sister club, GFWC Lutz/Land O Lakes Woman's Club. They have 250 crafters, a two day event, and the parks department counted over 40,000 attendees.

We plan to get all the German clubs from surrounding counties to join in. Lots of music, food, old German Santa, a live angel, ethnic dancing and more.

We will NOT be charging admission. We want this to be a truly family affair. We want to make the City of Brooksville proud of our club.

Vendors who sign up by 7/1/15 will be charged \$60, after that date, it will be \$75. We have been talking to vendors from the Kumquat Festival, Blueberry Festival and others. The vendors from Miami to Gainesville are very excited.

Please consider our request and any financial help you can give us regarding signage or advertising would be most welcome. We are going to be making full use of social media and hope to attract TV coverage, as well as, radio.

We will be "trade marking" this event and it will be under the GFWC Historic Brooksville Woman's club. We hope to grow this event from year to year.

Our high school drama departments will be invited to participate, in costume we hope, as well as, their graphic arts departments.

We would encourage the City to invite corporations to decorate trees for the front of City Hall and have a contest. What a delightful forest that would make.

Sincerely

GFWC HISTORIC BROOKSVILLE WOMAN'S CLUB



Adele VanSciver

President

Budget

Signs	2000.00
Portable toilet Need 2 @100.00 each	200.00
Flyers and Leaflets	200.00
Angels 4 at 100.00 each	400.00
Decorations	400.00
Costumes	250.00
Advertising	500.00
Social Media	0.00
Entertainment	?

3950.00

*136 Vendors
* No Admisson
* Advertising: Southern Living Magazine

Attachment 2

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

INSTRUCTIONS: COMPLETE TOP PORTION OF FORM AND RETURN TO CITY CLERK'S OFFICE at 201 Howell Avenue, Brooksville, FL 34601 for processing. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$100,000 for each individual and \$300,000 for event. Applicant will be notified of estimated cost; receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event.

Certificate Attached Yes No

Waiver Requested* Yes No

Approved by Council Yes No

Name or Organization Sponsoring: <u>GFWC HISTORIC BROOKSVILLE WC</u>		Event: <u>Christkindl</u>	
Contact Person: <u>Adele VAN Sciver</u>		Address: <u>131 S. MAIN ST.</u>	Telephone: <u>352 293 2740</u>
If unavailable (Alternate Name)		E-Mail: <u>advansciver@gmail.com</u>	Telephone:
Date of Event: <u>12/12/15</u>	Starting Time: <u>9:00 am</u>	Ending Time (approx): <u>6:00 pm</u>	Estimated Number of Participants:

Proposed Route (include Street/Avenue, attach location map)
131 S. Main St. south to Lamar. And Hendricks Av from Main St. to Lemon.

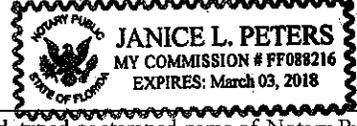
I/We GFWC HISTORIC Brooksville Women's Club assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.

[Signature]
 Signature

State of Florida
 County of Hernando

The foregoing instrument was acknowledged before me this 14th day of May 2015, by Adele Van Sciver, who is personally known to me or who presented FL DRLK. as identification, and who (did) (did not) take an oath.

[Signature]
 [Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

- PROCESSING:** City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs as well as City Council if waivers are being requested.
- APPROVAL:** Chief of Police and City Manager will approve or deny application.
- DISTRIBUTION:** **Original:** Return to Applicant
Copies: Chief of Police, Director of Public Works, City Manager and City Clerk
- PUBLIC NOTICE:** A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.

NOTICE: PERMIT NOT VALID UNLESS APPROVED BY DESIGNATED CITY REPRESENTATIVE.

Total Deposit \$ _____ Received By: _____ Date _____

Police Chief <u>[Signature]</u>	Date <u>5/27/15</u>	City Manager <u>[Signature]</u>	Date <u>06.15.15</u>
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CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: _____
Starting: _____ End: _____

Police Department

Personnel SEE ATTACHED @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
Equipment _____ @ \$ _____ = \$ _____
_____ @ \$ _____ = \$ _____

POLICE DEPARTMENT TOTAL \$ 609.88

Fire Department

Personnel _____ @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
Equipment _____ @ \$ _____ = \$ _____
_____ @ \$ _____ = \$ _____

FIRE DEPARTMENT TOTAL \$ 0

Public Works

Personnel (St) _____ @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
Equipment _____ @ \$ _____ = \$ 0
Personnel (Gar) _____ @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
Equipment _____ @ \$ _____ = \$ _____

PUBLIC WORKS TOTAL \$ 0

Parks & Recreation

Personnel _____ @ \$ _____ per hr. X _____ hours = \$ _____
Equipment _____ @ \$ _____ = \$ _____

PARKS & REC TOTAL \$ N/A

Community Development

Tent Rental \$ _____ **COMMUNITY DEV. TOTAL \$ N/A**

ESTIMATED TOTAL DUE CITY \$ 609.88

TOTAL Actual Costs \$ 663.50 Billed \$ _____ Payment Received By: _____

**Per Council Policy 3-2012: Applicants may request a Fee Waiver of up to 50% of City required Special Event Permit Fees. Council may, with a supermajority vote or at a minimum, a 4-1 vote, waive fees above the 50%. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. Applicants are encouraged to solicit volunteer agencies to offset costs.* AW Initial of Applicant

Attachment 3

City of Brooksville Proclamation

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

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

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

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

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

Whereas, The City of Brooksville and its Park properties are proud to be a part of the State of Florida's Recreation and Park system. The City's park properties offer playgrounds, community and enrichment centers, softball fields, walking/running/bike/skate trails, basketball, tennis, racquetball, volleyball, horseshoe courts, a softball/baseball batting cage, along with youth and adult recreational programs and events.

Now therefore, we the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby proclaim July 2015 as

Parks & Recreation Month

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 6th day of July, 2015, A.D.

City of Brooksville

Frankie Burnett, Mayor

Joseph E. Johnston, III, Vice Mayor

Robert Battista, Council Member

Betty Erhard, Council Member

Natalie Kahler, Council Member

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



June 22, 2015

The Honorable Natalie Kahler
Council Member, City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Dear Council Member Kahler:

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of eighteen hours of instruction at the Institute for Elected Municipal Officials in Fort Lauderdale, Florida on June 5-7, 2015.

It is our sincere hope that you found the program challenging, informative, and rewarding. Now that you have taken the basic IEMO, we encourage you to attend the Advanced Institute as well as other FLC University and IOG programs. You can find the dates and locations on both the IOG and FLC websites at www.iog-fsu.edu and www.flcities.com.

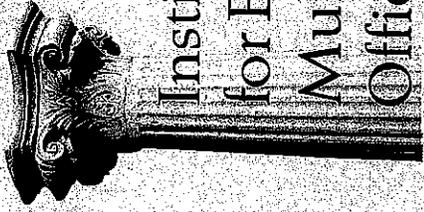
We strongly believe that your willingness to complete this program of study is indicative of your commitment to improving the quality of municipal government in Florida. We commend you for this and sincerely thank you.

We hope to see you at future IOG and FLC events!

Sincerely,

Lynn S. Tipton
Director, FLC University

Enclosure



Institute
for Elected
Municipal
Officials

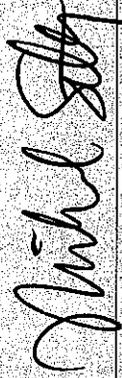
Certificate of Completion

June 5-7, 2015 • Fort Lauderdale, Florida

Awarded to

**Council Member Natalie Kahler
City of Brooksville**

Sponsored by


Executive Director
Florida League of Cities


Executive Director
Florida Institute of Government

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

MINUTES

June 15, 2015

6:30 P.M.

Brooksville City Council met in regular session with Frankie Burnett, Mayor, Joseph E. Johnston, III, Vice-Mayor and Council Members Robert Battista and Natalie Kahler in attendance. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; Mike Walker, Director of Parks, Facilities & Recreation; and Tim Mossgrove, Fire Chief.

The meeting was called to order by Mayor Burnett.

City Clerk Peters read the Executive Session notice into the record.

EXECUTIVE SESSION PURSUANT TO F. S. CHAPTER 286.011(8)

City Clerk Peters advised the persons attending the meeting will be Frankie Burnett, Mayor, Joseph E. Johnston, III, Vice-Mayor, Council Members Robert Battista, and Natalie Kahler; Attorney's for the City of Brooksville, Clifford A. Taylor; City Manager, T. Jennene Norman-Vacha; and Court Reporter Holly Kirchman of Carolyn F. Engle & Associates. The meeting is expected to last approximately thirty minutes.

Mayor Burnett called for adjournment of the regular meeting to the Executive Session.

Following the executive session the regular meeting of City Council reconvened at 7:02 p.m. followed by an Invocation and Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Proclamation - Brooksville Healthcare

Presentation of a proclamation of recognition for receiving the Governor's Gold Shield Award.

Vice Mayor Johnston read the proclamation in its entirety, which will be presented to the facility at a future date. Mayor Burnett elaborated on the excellence of their facility.

Margaret R. Ghiotto Improvement Award - Commercial Award

Recognition of improvements to the property owned by Vineyard Christian Church, located at 375 S. Broad Street, Hal Hester, Pastor.

Mayor Burnett reviewed the award, which was presented to Pastor & Mrs. Hal Hester.

REGULAR COUNCIL MEETING MINUTES – June 15, 2015

4th of July Celebration - Hernando County Fairgrounds

Presentation of proposed 4th of July Celebration to be held at the Hernando County Fairgrounds.

Richard Clements, of the Hernando County Fair Association reviewed the events scheduled for the holiday. He asked for the support of Council.

Vice-Mayor Johnston advised that under such short notice Council would not be able to follow policy.

City Manager Norman-Vacha advised this is not a fee waiver situation. She asked Fire Chief Mossgrove if he knew how much the Fire Department will be charging. Fire Chief Mossgrove advised off-duty personnel will be working the event but it averages around \$500.

City Manager Norman-Vacha reviewed costs of \$1,000, which includes Fire and removal of trash. She advised the fee-waiver balance is \$2,933.22.

Mr. Clements advised they need \$5,000 to complete costs for fireworks and the City's logo will go on the flyer if funding is granted.

Mayor Burnett commented on policy and Robert's Rules of Order. He advised Council could waive the \$1,000 for Fire Department staff and trash removal or any combination thereof.

Motion:

Motion was made by Council Member Kahler and Council Member Battista to move the item to the end of the regular agenda. Motion carried 4-0

CITIZEN INPUT

Mayor Burnett called for citizen input; there was none.

CONSENT AGENDA

Minutes

June 1, 2015 Regular Meeting

Florida League of Cities Voting Delegate

Confirmation of designation of Council Member Erhard to be the voting delegate at the Florida League of Cities 89th Annual Conference.

Bid Award SD2015-03 Veterans Avenue Paving Project

Consideration of award of Bid No. SD2015-03 to Goodwin Brothers Construction, Inc., for the not-to-exceed amount of \$394,426.87.

Innocent Victim Petroleum Restoration Program

Consideration of Agreement with Florida Department of Environmental Protection to perform a low score assessment on a location at 800 John Gary Grubbs Blvd.

REGULAR COUNCIL MEETING MINUTES – June 15, 2015

Motion:

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

PUBLIC HEARINGS

*** Ordinance No. 844 – Liberty Street Rezoning**

Consideration to rezone approximately 7.7 acres located at the south side of E. Liberty Street approximately 265' east of its intersection with S. Saxon Avenue from the current zoning of R-3 (High Density Residential) to a zoning designation of C-4 (Neighborhood Commercial).

Mayor Burnett called for proof of publication. City Clerk Peters advised Item G-1 was advertised in the Friday, June 5th edition of the Tampa Bay Times and there is a copy on file in the Office of the City Clerk for the record.

Mayor Burnett polled Council Members for Ex-Parte communications; there was none. City Clerk Peters administered the oath to those intending to speak as an expert witness. Those sworn were City Planner Steve Gouldman and Director of Community Development Bill Geiger, whose credentials are on file with the City.

The entire agenda packet was entered into the record (Attachment 1). Steve Gouldman, City Planner, reviewed the proposed rezoning application.

Mayor Burnett called for public input; there was none.

Motion:

Motion was made by Vice-Mayor Johnston and seconded by Council Member Kahler approval of Ordinance No. 844.

City Clerk Peters read Ordinance No. 844 by title as follows:

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF C-4 (NEIGHBORHOOD COMMERCIAL), FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Battista	Aye
Council Member Erhard	Absent
Council Member Kahler	Aye
Vice-Mayor Johnston	Aye
Mayor Burnett	Aye

REGULAR COUNCIL MEETING MINUTES – June 15, 2015

Resolution No. 2015-06 - Alcoholic Beverage License

Consideration of Alcoholic Beverage License for property located at 103 & 200 South Saxon Avenue.

Mayor Burnett called for proof of publication. City Clerk Peters advised Item G-2 was advertised in the Friday, June 5th edition of the Tampa Bay Times for the properties located at 103 and 200 South Saxon Avenue and there is a copy on file in the Office of the City Clerk for the record.

Steve Gouldman, City Planner, reviewed the resolution, which allows for the sale and consumption onsite for beer, wine and liquor by state licensed caterers, not the property owners.

Mayor Burnett asked for public input; there was none.

Motion:

Motion was made by Council Member Battista and seconded by Vice-Mayor Johnston for approval of Resolution No. 2015-06.

City Clerk Peters read Resolution No. 2015-06 by title as follows:

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING AN APPLICATION FOR BEER, WINE AND LIQUOR FOR SALE AND CONSUMPTION ON THE LICENSED PREMISES (11-C) FOR PROPERTY LOCATED AT 103 AND 200 SOUTH SAXON AVENUE, BROOKSVILLE, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Council Member Erhard	Absent
Council Member Kahler	Aye
Council Member Battista	Aye
Vice-Mayor Johnston	Aye
Mayor Burnett	Aye

REGULAR AGENDA

Resolution No. 2015-08 - Application for Main Street Program

Resolution in supporting the application of the Brooksville Vision Foundation, Inc. for a Main Street Program designation in the City of Brooksville.

City Manager Norman-Vacha reviewed the resolution. She advised the deadline to apply is July 6, 2015.

Council Member Battista asked if any monies are given by the state. City Manager Norman-Vacha advised the 1st year application garners a \$10,000 grant.

REGULAR COUNCIL MEETING MINUTES – June 15, 2015

Motion:

Motion was made by Council Member Kahler and seconded by Vice Mayor Johnston for approval of Resolution No. 2015-08.

City Clerk Peters read Resolution No. 2015-08 by title as follows:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BROOKSVILLE, FLORIDA, AUTHORIZING PARTICIPATION IN
THE FLORIDA MAIN STREET PROGRAM, AND PROVIDING
FOR AN EFFECTIVE DATE.**

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

Council Member Kahler	Aye
Council Member Battista	Aye
Council Member Erhard	Absent
Vice-Mayor Johnston	Aye
Mayor Burnett	Aye

Gabriel Roeder Smith (GRS) Actuarial Services Agreement Amendment & Task Order #2

Consideration of amended agreement and Task Order #2 for the Police Pension.

City Manager Norman-Vacha reviewed the amended Agreement and Task Order #2. GRS will honor the original fees. She advised Mr. Pete Strong of GRS expects this to be a much simpler process and should cost less than the analysis of the Fire Department's pension. Council Member Kahler was not in favor of spending the money on the agreement since the Police Department's pension is fully funded and there was no immediate need for a review.

Motion:

Motion was made by Council Member Battista for approval. Motion died for lack of a second.

4th of July Celebration - Hernando County Fairgrounds

Presentation of proposed 4th of July Celebration to be held at the Hernando County Fairgrounds.

Discussion of the item continued from the earlier presentation.

Mr. Cements advised Hernando County opted not to fund the fireworks but the community has come forward to help. He will again approach them for assistance in other areas of the event. He reviewed Florida Statute 16, which is designed for fairs and allows County Commissions and City Councils to support county fairs. His goal is to the County and City working with the fair to promote family events at the fairgrounds.

Vice Mayor Johnston advised the policy for waivers calls for the waiver of 50% of the requested funds.

Council Member Battista didn't feel this request falls under the fee waiver policy.

REGULAR COUNCIL MEETING MINUTES – June 15, 2015

Motion:

Motion was made by Council Member Kahler provide a City sponsorship of \$1,000 worth of services. Motion was withdrawn by Council Member Kahler.

Motion:

Motion was made by Council Member Kahler and seconded by Council Member Battista for discussion to waive fees in the amount of \$500 for Fire Department staff from contingencies and \$500 from fee waivers. Motion failed 2-2 with Council Member Battista and Vice-Mayor Johnston voting in opposition.

Vice-Mayor Johnston advised he isn't against funding but advised it is short notice and recommended the request be submitted to Council earlier next year and in the proper venue.

Mayor Burnett asked if it is possible to get a motion for \$250 - \$500 of support for this year's event.

City Manager Norman-Vacha further reviewed the Fee Waiver Policy and didn't feel this falls under that policy, but added that support could come from special events.

Motion:

Council Member Battista and seconded by Council Member Kahler to waive up to \$500 for trash removal fees upon submission of proper paperwork. Motion carried 4-0.

In further discussion of the Fee Waiver Policy, City Manager Norman-Vacha advised staff can bring the policy back to Council for further review and direction during budget discussions.

CITIZEN INPUT

Mayor Burnett called for citizen input.

Shirley Miketinac commented on the Hernando County Fair Association.

Greg Stephens offered \$250 to the Hernando County Fair Association.

Kojack Burnett wished all fathers Happy Father's Day.

ITEMS BY COUNCIL

Natalie Kahler, Council Member

She wished all Fathers a Happy Father's Day.

Council Member Kahler advised she attended the Florida League of Cities' training for new Council Members and thanked staff for all they do.

Regarding history, she spoke of the 238th Flag Day and Father's Day.

REGULAR COUNCIL MEETING MINUTES – June 15, 2015

Robert Battista, Council Member

Council Member Battista reminded all of recycling on Wednesday.

Frankie Burnett, Mayor

Mayor Burnett reminded Council of the Father's Day event on Friday, at 2:00 p.m.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:22 p.m.



City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS
201 HOWELL AVENUE**

June 22, 2015

4:01 P.M.

Brooksville City Council met in special session with Frankie Burnett, Mayor, Joseph E. Johnston, III, Vice-Mayor, via telephone, and Council Members Robert Battista, Betty Erhard, and Natalie Kahler in attendance. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; and Janet Kato, Deputy City Clerk.

The meeting was called to order at 4:01 p.m. by Mayor Burnett followed by an Invocation and the Pledge of Allegiance.

REGULAR AGENDA

Resolution No. 2015-07 - Southwest Florida Water Management District (SWFWMD)

Consideration of a resolution in opposition of moving the SWFWMD District Office to Tampa.

Jim Kimbrough from SunTrust Bank and James Adkins, Vice-Chairman of the Hernando County Commission, each spoke to the advantages of keeping the District's headquarters in Hernando County, noting the roughly 200 people in Brooksville who are presently employed by the District.

Motion:

Motion was made by Council Member Kahler and seconded by Council Member Erhard for approval of Resolution No. 2015-07.

The Deputy Clerk read Resolution No. 2015-07 by title as follows:

**HERNANDO BOARD OF COUNTY COMMISSIONERS AND CITY OF
BROOKSVILLE JOINT RESOLUTION EXPRESSING OPPOSITION TO
THE MOVING OF THE SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT'S HEADQUARTERS.**

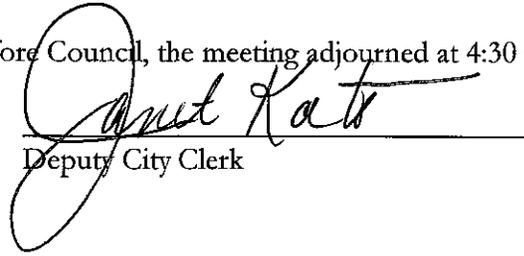
Motion carried 5-0 upon roll-call vote as follows:

Council Member Battista	Aye
Council Member Erhard	Aye
Council Member Kahler	Aye
Vice-Mayor Johnston	Aye
Mayor Burnett	Aye

SPECIAL COUNCIL MEETING MINUTES – JUNE 22, 2015

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 4:30 p.m.



Deputy City Clerk

Attest: _____
Mayor



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

**FROM: RICHARD W. RADACKY, DIRECTOR, PUBLIC WORKS
DEPARTMENT**

**SUBJECT: WORK CONTRACT WITH THE FLORIDA DEPARTMENT OF
CORRECTIONS**

DATE: JULY 6, 2015

GENERAL SUMMARY/BACKGROUND: The City of Brooksville has a contract with the Florida Department of Corrections (FDOC) for providing up to five (5) inmates for providing labor for Public Works' projects. The inmates provide mowing, painting, facilities and sign cleaning; tree, brush and litter removal; minor brick street repair; and other general-labor work.

The inmate team is supervised by an FDOC guard which the city pays salary and benefits. Other city costs and provisions are a vehicle and enclosed trailer, 2-way radio, fuel, tools, barricades, and signage; personal safety gear; and tool maintenance support. The total cost for the inmate team is approximately \$80,000 per year. Public Works' Staff considers the labor services provided to be most economical, considering at least 5 inmates times \$11 per hour times 2,080 hours, equals \$114,400.

The previous contracts' term was annual. The FDOC is offering a 3-year contract with an option of a subsequent 3-year term. Staff is recommending a 3-year contract with an additional 3-year term option. The new contract will be effective November 5, 2015, through November 4, 2018, or the last date of signature, whichever is later. (The contract may be terminated by either party upon a thirty days notice, without cause).

BUDGET IMPACT: The new contract with the FDOC is \$57,497 per year for the guard's salary, benefits and annual training. Cost and material support is approximately \$23,000 per year. Funding for Fiscal Year 2016 Budget has been included in the Streets and Drainage Division, Budget, Line Item Account Number 001-020-572-53400 Other Contractual Services.

LEGAL REVIEW: The City Council has Home Rule Authority (Article VIII, 2(b), Florida Constitution, Section 166.011, Florida Statutes) to consider and take action on matters of fiscal benefit.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the proposed 3-year contract, with an option for an additional 3-year extension, for the inmate work squad with the Florida Department of Corrections, Contract Number W1016, for an estimated annual cost of \$57,497.

ATTACHMENT: Contract Number W1016

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, 2015 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight three (3) years from the last date of signature by all parties or November 4, 2018, 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 three (3) 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 W. Radacky, Director
Department of Public Works
City of Brooksville
600 S. Brooksville Avenue
Brooksville, Florida 34601
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, Florida 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, Florida 32399-2500
Telephone: (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 Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

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.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

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.

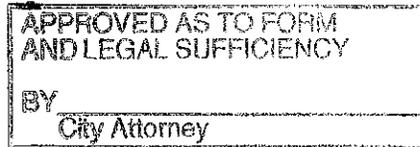
This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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 #: _____

Attested: _____
Janice Peters, City Clerk



DEPARTMENT OF CORRECTIONS

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

SIGNED
BY: _____
NAME: **Kelley J. Scott**
TITLE: **Director, Office of Administration
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 W1016 Effective November 5, 2015

*****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	
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.)

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.

Number Squads	Total Annual Cost
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 W1016 Effective November 5, 2015

	Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:						
Hand Held Radio MACOM \$4969.00	<input checked="" type="checkbox"/>	1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Mounted Radio MACOM \$5400.00	<input type="checkbox"/>		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency			\$ -			
V. TOTAL COSTS TO BE ADVANCED BY AGENCY:			Total Cost			
1. Operating Capital - from Section IV.			\$0.00			
2. Grand Total - To Be Advanced By Agency At Contract Signing:			\$0.00			
VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:			Total Cost			
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.			\$56,747.00			
2. Other Related Expenses and Security Supplies - from Section II.			\$750.00			
3. Annual Grand Total - To Be Billed To Agency By Contract:			\$57,497.00			
VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:			TOTAL			
(Total of Sections V. and VI.)			\$57,497.00			
	YEAR 1		\$57,497.00			
	YEAR 2		\$57,497.00			
	YEAR 3		\$57,497.00			
	TOTAL		\$172,491.00			

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 W1016 Effective November 5, 2015

- 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 MEMBERS

VIA: JENNENE NORMAN-VACHA, CITY MANAGER

**FROM: MIKE WALKER, PARKS/FACILITIES AND RECREATION
DIRECTOR**

SUBJECT: ACCEPTANCE OF DONATION AND BUDGET AMENDMENT

DATE: JULY 6, 2015

GENERAL INFORMATION/BACKGROUND: The Parks/Facilities and Recreation Department has received two donations, one from Titan Foundation Repair Specialist, LLC in the amount of \$500.00 and another from Park Advisory Board member Ernie Chatman in the amount of \$50.00. The checks are a sponsorship for the upcoming free community event celebrating Parks and Recreation Month that will be held at Tom Varn Park on Saturday, July 11th from 12-2pm. Staff would like to utilize these funds to purchase supplies for the event.

BUDGET IMPACT: At the time of 2015 budget preparations, this specific sponsorship had not been solicited for or approved, and therefore was not noted as revenue or expenditure in the approved budget. It is requested that the City Council approve a budget amendment to reflect the \$550 revenue(General Fund, Miscellaneous Revenue-Parks) account number 001-000-369-48900, and for an expenditure of \$550 to purchase promotional supplies and items for the free community event to come out of account number 001-020-572-54810 (Parks/Facilities and Recreation, Promotional Activities).

LEGAL REVIEW: City Council has home-rule authority (Art. VIII, 2(b), Fla Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit.

STAFF RECOMMENDATION: Staff recommends approval of the requested budget amendment.

ATTACHMENT:

1. Titan Foundation Repair Specialist, LLC check stub
2. Budget Amendment Form

Attachment 1

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

VOID

2934

TITAN FOUNDATION REPAIR SPECIALIST, LLC

18786 CORTIZ BLVD
BROOKSVILLE, FL 34601

SUNTRUST BANK
745 SOUTH BROAD STREET
BROOKSVILLE, FL 34607
68-215/631

PAY
TO THE
ORDER OF

City of Brooksville Parks & Recreation

Five Hundred and 00/100*****

\$ **500.00

DOLLARS

City of Brooksville Parks & Recreation
99 Jerome Brown Place
Brooksville FL 34601

VOID AFTER 60 DAYS

MEMO

Sponsorship for July parks and Recreation Communi



⑆002934⑆ ⑆063102152⑆ 100014382367⑆

TITAN FOUNDATION REPAIR SPECIALIST, LLC

City of Brooksville Parks & Recreation

Date 6/2/2015
Type Reference
Bill Inv15-0527

Original Amt. 500.00

Balance Due 500.00

6/3/2015

Discount

Check Amount

Payment 500.00
500.00

2934

Attachment 2

BUDGET AMENDMENT FORM

Fiscal Year 2015

Account Name/Dept	Account Number	Entered Budget FY 2015	Increase	Decrease	Amended Budget FY 2015
Parks Miscellaneous Revenue	001-000-369-48900	\$2,076	\$550		\$2,626
Promotional Activities- Parks	001-020-572-54810	\$0	\$550		\$550
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL		\$2,076	\$1,100	\$0	\$3,176

Reason for Amendment: At the time of the 2015 budget preparations, this specific sponsorship had not been solicited or ar approved.

Department Director Signature

Date

Finance Director Signature

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: REQUEST TO FENCE A PORTION OF A PLATTED ROADWAY,
CARRICK STREET (UNCONSTRUCTED) AND PERPETUAL
EASEMENT AGREEMENT BETWEEN WAYNE AND SILVIA
DUKES AND THE CITY

DATE: JUNE 30, 2015

GENERAL SUMMARY/BACKGROUND: Staff received a request to fence a portion of Carrick Street (20 feet by 50 foot area, totaling 1,000 square feet). The request is from Wayne and Silvia Dukes, owners of a parcel of land fronting on Oakdale Avenue, west of Ponce De Leon Boulevard (U.S. Highway 98). Mr. Dukes advises that their property has been in his family since the 1940s and that he has been maintaining the 1,000 square foot city parcel since approximately 1987.

Attachment 1 is an aerial depicting the Dukes' property, Carrick Street itself, the portion of Carrick Street the Dukes are requesting to fence, and a sanitary sewer manhole owned by the City. The manhole is not on the parcel the Dukes want to fence.

Carrick Street is an unconstructed roadway owned by the City of Brooksville. The only practical access to Carrick Street is from Sharon Street to the west of the Dukes' property. A creek is in the center of the northern portion of Carrick Street and flows south across private property.

Construction equipment access to the Carrick Street manhole is vital for routine maintenance and repair. Suitable access does not currently exist. For the City, the purpose of this agenda item is to gain access to the manhole across the Dukes' property. Carrick Street exits east off Sharon Street and turns north and dead ends at private property owned by CSX Railroad. Staff doubts that Carrick Street will ever be built upon due to it dead ending at the CSX Railroad property, wetlands would be impaired as

a creek crosses Carrick Street to the west of Mr. Dukes' property, and the city property to the north contains wetlands and is heavily treed.

The City has collection sewer lines that discharge a large volume of sewage through the Carrick Street manhole. Access to the manhole from the west would be extremely difficult as the creek is a barrier for equipment access from the west.

Mr. Dukes has constructed a metal building and is in the process of constructing a fence to surround his property. He advised staff that, if he is allowed to fence the 1,000 square foot parcel, he will agree to the following:

- That ownership of the Carrick Street property which will be fenced in by the Dukes will remain with the City.
- The Dukes' will continue to maintain the 1,000 square foot portion of Carrick Street for access to the Carrick Street manhole by the Public Works Department.
- Two (2) gates, totaling 14 feet in length, will be constructed by the Dukes, at their expense, along Carrick Street for access to the manhole.
- The Dukes' will provide ingress and egress across their property for access to the manhole.
- A key(s) will be provided to the City for the manhole gates and his front gate for access by the city.
- That the Dukes' will remove their fence on the Carrick Street property if the City decides to use the Carrick Street property.

Attachment 2 is a staff recommended License Agreement for City Council consideration and approval.

Attachment 3 is a staff recommended Perpetual Easement Agreement for City Council Consideration approval.

BUDGET IMPACT: Approval of the fencing request will not impact the budgets of the Public Works Department/City of Brooksville.

LEGAL REVIEW:

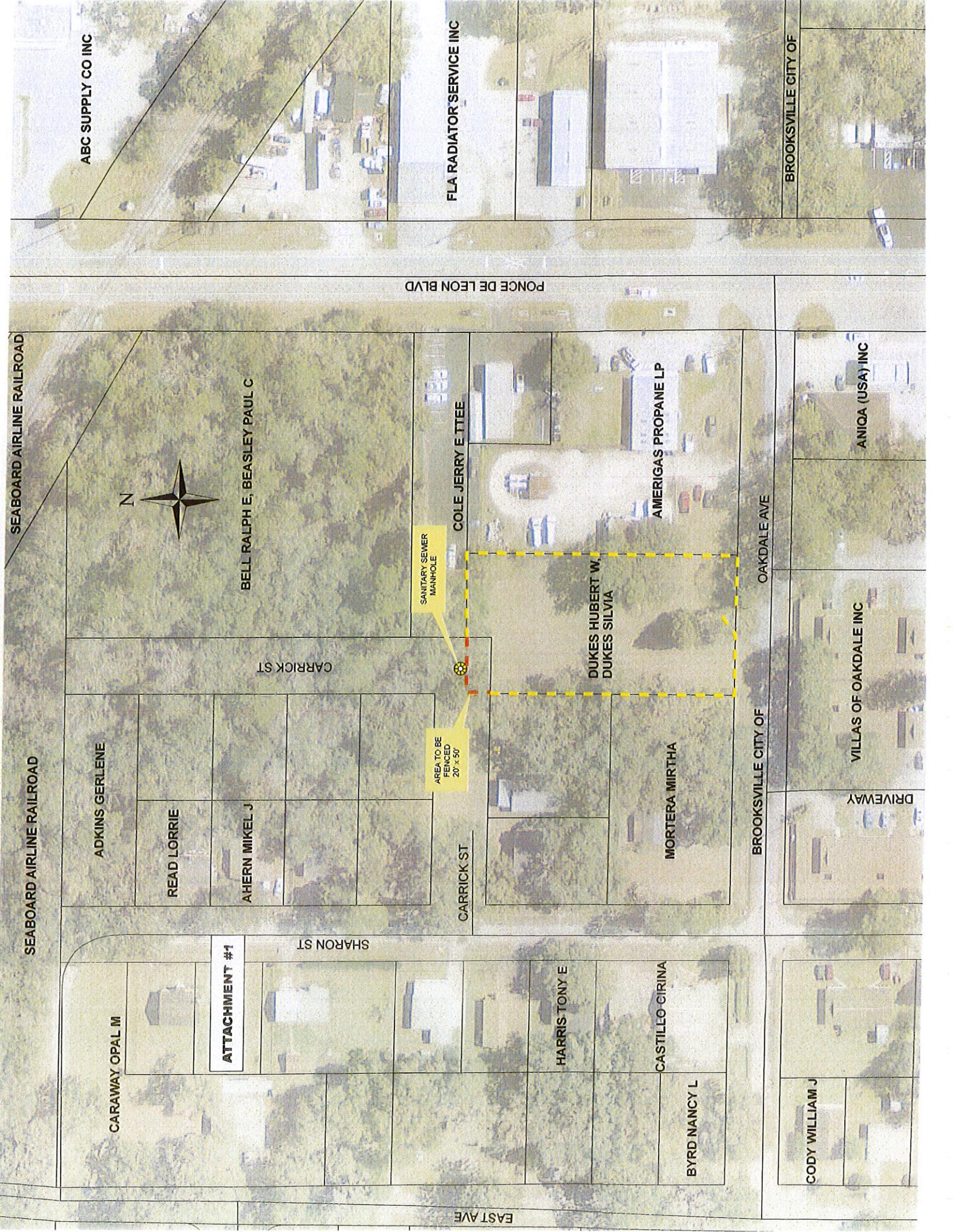
Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City Council has the power to conduct municipal functions and to sign License Agreements and approve and accept Easement Agreements with private citizens.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the fencing request of Wayne and Silvia Dukes in accordance with the stipulations in this agenda item, and authorize the Mayor to sign the License Agreement and the Perpetual Easement Agreement on behalf of the Council.

ATTACHMENTS:

- 1 -Aerial Depicting Property Ownership and Carrick Street
- 2-License Agreement
- 3-Perpetual Easement Agreement

Attachment 1

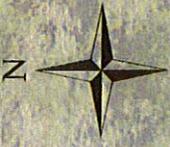


ABC SUPPLY CO INC

FLA RADIATOR SERVICE INC

BROOKSVILLE CITY OF

SEABOARD AIRLINE RAILROAD



BELL RALPH E, BEASLEY PAUL C

PONCE DE LEON BLVD

COLE JERRY E TTEE

AMERIGAS PROPANE LP

ANIQA (USA) INC

SANITARY SEWER MANHOLE

DUKES HUBERT W.
DUKES SILVIA

OAKDALE AVE

CARRICK ST

VILLAS OF OAKDALE INC

ADKINS GERLENE

READ LORRIE

AHERN MIKEL J

AREA TO BE FENCED
20' x 50'

CARRICK ST

MORTERA MIRTHA

BROOKSVILLE CITY OF

DRIVEWAY

SEABOARD AIRLINE RAILROAD

ATTACHMENT #1

SHARON ST

CARAWAY OPAL M

HARRIS TONY E

CASTILLO CIRINA

BYRD NANCY L

EAST AVE

CODY WILLIAM J

Attachment 2

PREPARED BY AND RETURN TO:
Elizabeth A. Lester, Esquire
The Hogan Law Firm
20 S. Broad Street
Brooksville, FL 34601
352-799-8423
Parcel ID# _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License Agreement”) is made this 22 day of June, 2015, by and between the CITY OF BROOKSVILLE, a municipal corporation of the State of Florida (hereinafter “Licensor”), whose mailing address is 201 Howell Avenue, Brooksville, Florida 34601, and SILVIA and WAYNE DUKES, individuals, whose mailing address is 4234 Camelia Drive, Hernando Beach, Florida 34607, (hereinafter “Licensees”)

WITNESSETH:

WHEREAS, Licensor is the fee simple owner of certain real property located in Hernando County, Florida, as more particularly identified in Exhibit “A,” attached hereto and incorporated herein by this reference (“Licensor’s Property”); and

WHEREAS, Licensees, are the fee simple owner of certain real property located in Hernando County, Florida, which is situated adjacent to the Licensor’s property as more particularly identified in Exhibit “B,” attached hereto and incorporated herein by this reference (“Licensee’s Property”); and

WHEREAS, Licensees desire to build a fence (hereinafter, the “Licensee’s Fence”) upon a portion of Licensor’s Property known as Carrick Street, an unconstructed road (hereinafter the “License Area”), for the purpose of enclosing the Licensee’s Property and the License Area. The License Area is more particularly described in Exhibit “C,” attached hereto and made a part hereof by this reference, and

WHEREAS, Licensor desires to grant to Licensees a license for the purposes described herein.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, Licensor and Licensees hereby agree as follows:

1. The foregoing recitals are true and correct and are fully incorporated herein.
2. Licensor hereby grants Licensees, their agents, servants and assigns the right, privilege and license to use the License Area to locate, construct, install, inspect, alter, improve, maintain, and repair the Licensee’s Fence on, upon and across said License Area; and attain

ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.

3. This License is granted for a term beginning from the date first written above, and shall continue in full force and effect thereafter until terminated by Licensor or Licensees upon thirty (30) days written notice. In the event of an emergency or any unforeseen event which necessitates the removal of the Licensee's Fence in a time period of less than 30 days, the Licensor shall give the Licensees notice of the revocation of this License with as much notice as is reasonably possible.

4. This License is personal to the parties named herein.

5. Licensor retains the right to use the License Area in any manner not inconsistent with the rights herein granted to Licensees provided, however, that the Licensor shall not disturb the Licensee's Fence in any way without prior notification to the Licensees.

6. Licensor agrees that, if Licensor were to damage the Licensee's Fence during the term of this License Agreement, the Licensor shall restore the Licensee's Fence to the same or equal condition to what it was before the Licensee's Fence was damaged.

7. Licensees agree to indemnify and hold harmless the Licensor, its agents, employees, and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, caused or incurred, in whole or in part, as a result of any act or omission by Licensee, or anyone for whose acts or omissions Licensees may be liable as a result of Licensee's use of the License Area. Nothing contained herein shall constitute a waiver of Licensor's sovereign immunity under Section 768.28, *Florida Statutes*, or to extend the limits of liability or recovery under Section 768.28, *Florida Statutes*. This provision shall survive any termination of this License Agreement. Notwithstanding anything contained herein, the Licensees shall not permit the general public or any invitee or guest to enter upon or traverse the License Area without the prior approval of the Licensor.

8. Licensees agree that Licensee's Fence shall include two (2) gates, twelve feet in length, located along the north side of the Licensee Area, which gate shall have a lock and key. Immediately following completion of the gate installation, Licensees shall provide Licensor with a key to said gate(s) for the purpose of allowing Licensor the unfettered right of ingress and egress upon the License Area to access Licensor's property.

9. Licensees and Licensor agree that Licensee's right to enter the License Area does not constitute an abandonment by Licensor of the License Area, and nothing in this License Agreement shall be construed as acting to transfer the License Area to the Licensees or any other party.

10. Licensees agree that any and all work performed on the License Area and in association with the purposes of this License Agreement shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances. Licensees further agree that if damage occurs as a result of its

ingress and egress upon the License Area that Licensees shall, at Licensee's sole expense, restore the surface of the License Area as nearly as practicable to its condition prior to the granting of this License Agreement, but in no event later than sixty (60) days following the occurrence of any such damage. If this License Agreement is revoked, the Licensees shall, as Licensee's sole expense, remove the fence and restore the surface of the License Area as nearly as practicable to its condition prior to the granting of the License Agreement, but in no event later than sixty (60) days following the occurrence of the License Agreement revocation. If the Licensees do not wish to take down the Licensee's Fence and restore the License Area in the event that there is a revocation of this License Agreement, the Licensees shall inform the Licenser of that decision and the Licenser shall remove the portion of the Licensee's Fence which is upon the License Area and restore the License Area at the Licensee's expense.

11. Licenser and Licensees agree that this License Agreement is signed in conjunction with, is dependent on, and is in consideration of the Perpetual Easement Agreement between the Licenser and Licensees concerning the Licensee's Property.

12. Nothing herein contained shall be construed to be an admission of liability by either party for any purpose.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of two (2) witnesses as required by Florida law.

WITNESSES:

C. Jon Dowler
C. JON DOWLER
Print Name

Adele L. Westfall
ADELE L. WESTFALL
Print Name

**LICENSEE:
Wayne Dukes, an individual**

Wayne Dukes

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 24 day of June, 2015, by Wayne Dukes, who is personally known to me or who has produced _____ as identification.



Sarah J. Moyer
Notary Public

[Seal]

My Commission Expires: 6/21/16

Signed, sealed and delivered in the presence of two (2) witnesses as required by Florida law.

WITNESSES:

C. Jon Dowler

C. JON DOWLER

Print Name

Adele L. Westfall

ADELE L. WESTFALL

Print Name

LICENSEE:

Silvia Dukes, an individual

Silvia Dukes

State of Florida

County of Hernando

The foregoing instrument was acknowledged before me this 24 day of June, 2015, by Silvia Dukes, who is personally known to me or who has produced _____ as identification.



Sarah J. Moyer

Notary Public

[Seal]

My Commission Expires: 6/21/16

Signed, sealed and delivered in the presence of two (2) witnesses as required by Florida law.

WITNESSES:

City of Brooksville, a municipal corporation of the State of Florida
LICENSOR:

By: _____
Its: _____

Print Name

Print Name

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as, _____, of and on behalf of the City of Brooksville, a municipal corporation of the State of Florida, who is personally known to me or who has produced _____ as identification.

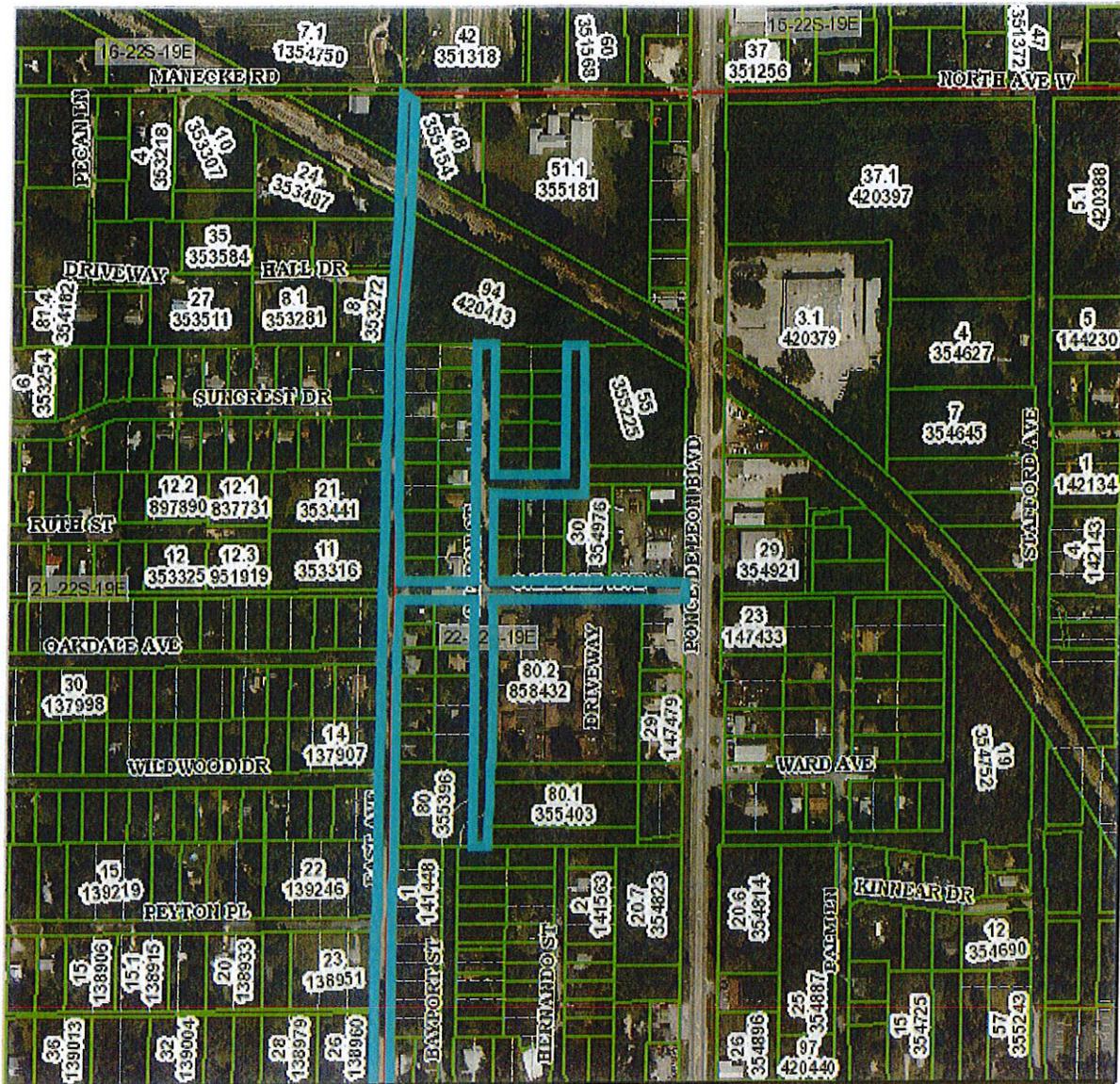
Notary Public

[Seal]

My Commission Expires: _____

EXHIBIT "A"

[Legal Description of Licensor's Property]



Hernando County Property Appraiser

John C. Emerson, CFA - Brooksville, Florida - 352-754-4190

PARCEL: R22 222 19 3540 0000 000A | KEY: 1645615

SNOW CAPS SNOW CAPS BEING ALL ROADS

Name: BROOKSVILLE CITY OF

Site: EAST AVE

Mail: 201 HOWELL AVE

BROOKSVILLE FL 34601

Last Sale: 01/01/2007 \$100.00 V(S)

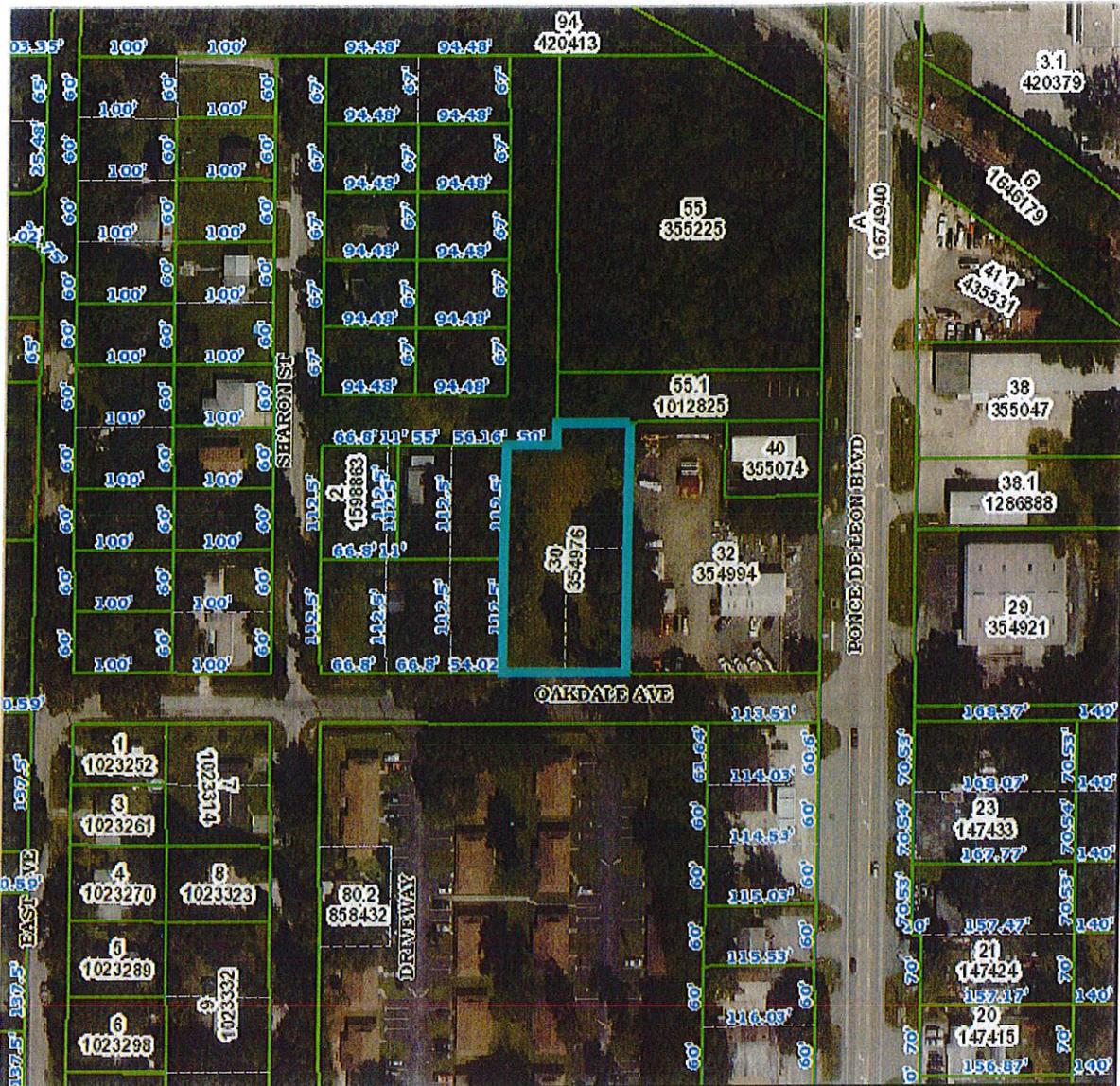
Levy Code: CWBE



This information was derived from data which was compiled by the Hernando County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the market value, ownership, or zoning of the property. Zoning information should be obtained from the Hernando County Development Department. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data current in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

EXHIBIT "B"

[Legal Description of Licensee's Property]



Hernando County Property Appraiser

John C. Emerson, CFA - Brooksville, Florida - 352-754-4190

PARCEL: R22 422 19 0000 0300 0000 | KEY: 354976
 A LOT 225 X 125 FT LESS N22 FT A LOT 225 X 125 FT LESS N22 FT NW1/4 DES IN ORB 24
 PG 362 ** CONTINUED **

Name: DUKES HUBERT W, DUKES SILVIA
 Site: OAKDALE AVE
 Mail: 4234 CAMELIA DR
 HERNANDO BEACH FL 34607-3305
 Last Sale: 02/17/2015 \$100.00 V(X)

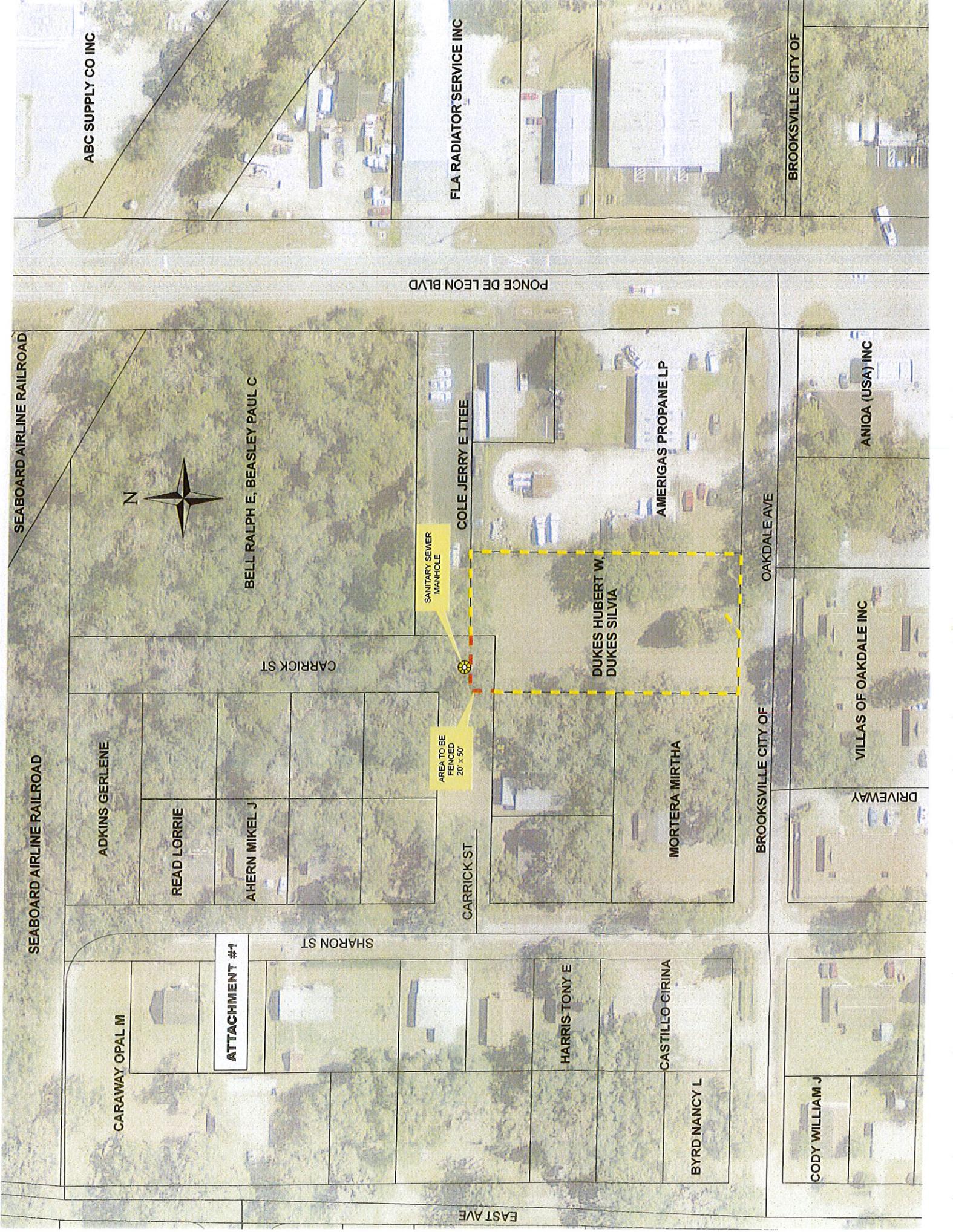
Levy Code: CWBE



This information was derived from data which was compiled by the Hernando County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the market value, ownership, or zoning of the property. Zoning information should be obtained from the Hernando County Development Department. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

EXHIBIT "C"

[Legal Description/Depiction of License Area]



ABC SUPPLY CO INC

FLA RADIATOR SERVICE INC

BROOKSVILLE CITY OF

SEABOARD AIRLINE RAILROAD



BELL RALPH E, BEASLEY PAUL C

PONCE DE LEON BLVD

COLE JERRY E TTEE

AMERIGAS PROPANE LP

ANIQA (USA) INC

OAKDALE AVE

CARRICK ST

SANITARY SEWER MANHOLE

DUKES HUBERT W
DUKES SILVIA

VILLAS OF OAKDALE INC

BROOKSVILLE CITY OF

ADKINS GERLENE

READ LORRIE

AHERN MIKEL J

CARRICK ST

MORTERA MIRTHA

DRIVEWAY

SEABOARD AIRLINE RAILROAD

AREA TO BE FENCED
20' x 50'

SHARON ST

ATTACHMENT #1

CARAWAY OPAL M

HARRIS TONY E

CASTILLO CIRINA

BYRD NANCY L

CODY WILLIAM J

EAST AVE

Attachment 3

PREPARED BY AND RETURN TO:

**Elizabeth Lester, Esquire
The Hogan Law Firm LLC
20 S. Broad Street
Brooksville, Florida 34601
352-799-8423
Parcel ID:**

[Space Above This Line For Recording Data]

PERPETUAL EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT made this 24 day of June, 2015, by **WAYNE DUKES AND SILVIA DUKES**, husband and wife, ("Grantor(s)") whose mailing address is 4234 Camelia Drive, Hernando Beach, Florida 34607, to **THE CITY OF BROOKSVILLE**, a municipal corporation of the State of Florida, whose post office address is, 201 Howell Avenue, Brooksville, Florida 34601, its successors and assigns, ("Grantee").

WITNESSETH:

WHEREAS Grantors are the fee owner of certain real property situated in Hernando County, Florida which real property is legally described in **Exhibit A** attached hereto and incorporated herein by this reference ("Grantor's Property"), and which includes a portion of property referred to hereinafter as the "Easement Premises"; and

WHEREAS Grantee is the fee owner of certain real property situated in Hernando County, Florida, situated adjacent to the Grantor's property, and more particularly described in Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS the parties hereto have determined that it is in their best interest for the Grantors to grant and the Grantee to accept a perpetual easement in and along that portion of Grantor's Property designated herein as the Easement Premises for the purposes of ingress and egress in, on and over the Easement Premises to reach the Grantee's property.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations the receipt and sufficiency of which is hereby acknowledged, the Grantors give, grant, bargain, sell and convey to the Grantee, for the use and benefit of the Brooksville Public Works Department, a perpetual non-exclusive Easement for ingress and egress on, over and across the Easement Premises to reach and maintain the Grantee's Property, including the unconstructed Carrick Street and the manhole adjacent to the north side of Grantor's Property.

Upon exercising the right of ingress and egress as contemplated by this Agreement, Grantee shall use its best efforts to access the Easement Premises in a location and manner agreeable to the Grantors and as not to cause any damage or destruction to, or interruption of, Grantor's normal use of Grantor's Property. Grantee will use its best efforts to provide at least

48 hours advance notice to the Grantors of scheduled entry onto the Easement Premises; however, failure to provide advance notice shall not diminish the Grantee's right of entry. Except in exigent circumstances, entry onto the Easement Premises shall be conducted between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday.

Grantors agree that, should the Grantors construct a fence around the Grantor's Property, Grantors shall include as part of this fence a gate(s), fourteen (14) feet in length, located along the north side of Grantor's Property, which gate shall have a lock and key. Contemporaneous with the completion of the gate installation, Grantors shall provide Grantee with a key to said gate for the purpose of allowing Grantee ingress and egress on, over and across Grantor's Property.

Grantors and Grantee agree that this Easement does not constitute an abandonment by Grantors of the Grantor's Property, and nothing in this Agreement shall be construed as acting to transfer the Grantor's fee title to Grantor's Property to the Grantee or any other party.

All rights, title and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

C. Jon Dowler
SIGNATURE LINE
PRINT/TYPE NAME: C. JON DOWLER.

Adele L. Westfall
SIGNATURE LINE
PRINT/TYPE NAME: ADELE L. WESTFALL

WAYNE DUKES
An Individual
By: Wayne Dukes
Name: Wayne Dukes
Title: Owner

ADDRESS OF GRANTOR:
4234 Camelia Dr
Diamond Beach
FL 32007

SILVIA DUKES
An Individual

Adele L. Westfall
SIGNATURE LINE

PRINT/TYPE NAME: ADELE L. WESTFALL

C. Jon Dowler
SIGNATURE LINE

PRINT/TYPE NAME: C. JON DOWLER.

By: Silvia Dukes

Name: SILVIA DUKES

Title: Co-owner

ADDRESS OF GRANTOR:

4234 Camelia Dr, Hernando Beach,
FL 34607

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 24 day of June, 2015,
by Silvia Wayne Dukes as co-owners, of who is personally known to me or who has produced _____ as
identification.



Sarah J. Moyer
PRINT/TYPE NAME: Sarah S. Moyer
Notary Public in and for the
County and State last aforesaid,
My Commission Expires: 6/21/16
Serial No., if any: _____

EXHIBIT A

EXHIBIT B



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR *[Signature]*
FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER *[Signature]*
SUBJECT: RESOLUTION NO. 2015-09 - GREGORY & DOROTHEA STEPHENS PETITION TO VACATE RIGHT-OF-WAY

DATE: JULY 6, 2015

GENERAL SUMMARY/BACKGROUND: Gregory and Dorothy Stephens have petitioned the City to vacate the public's interest in a portion of the right-of-way located at Cleveland Avenue between Blocks 16 and 17 Saxon's Addition to the Town of Brooksville. It is the intent of the applicant to utilize the property for customer parking for his business situated on the adjacent lots.

The right-of-way vacation petition has been circulated to potentially affected utility companies and City departments for review. Responses noting concerns have been received from the City's Utility Division, Duke Energy and AT&T. The petitioner has responded by indicating a willingness to provide an easement over the entire property to be vacated. The vacation request can be accomplished by City Council approval of Resolution 2015-09.

BUDGET IMPACT: The item will have no impact on the City's operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 336.09 specifically allows City Council to vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway. The City Attorney has reviewed the Resolution for legal sufficiency.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2015-09, supporting vacation of the right-of-way, which contains the condition that an easement for public and private utilities will be provided over the entire portion of the right-of-way.

ATTACHMENTS: 1. Resolution 2015-09
2. Petition to Vacate
3. Site Survey
4. Agency Correspondence

Attachment 1

RESOLUTION 2015-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA, CLOSING AND VACATING A PORTION OF CLEVELAND AVENUE BETWEEN BLOCKS 16 AND 17 OF THE SAXON'S ADDITION TO THE TOWN OF BROOKSVILLE; RESERVING AN EASEMENT FOR PUBLIC/PRIVATE UTILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brooksville wishes to close and vacate a portion of the public right-of-way in the City of Brooksville known as a portion of Cleveland Avenue between Blocks 16 and 17 of the Saxon's Addition to the Town of Brooksville; and,

WHEREAS, the City Clerk has advertised a Notice of Public Hearing to consider this resolution to close and vacate a portion of the public rights-of-way; and,

WHEREAS, the City Council finds that this Resolution is not in conflict or inconsistent with the City of Brooksville's adopted Comprehensive Plan; and,

WHEREAS, Council has considered all objections made to closing and vacating a portion of the said right-of-way.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brooksville, Florida, that:

SECTION 1. That the City does hereby close and vacate a portion of Cleveland Avenue between Blocks 16 and 17 of the Saxon's Addition to the Town of Brooksville, located in the City of Brooksville, Hernando County, Florida, said point of vacation being described as follows:

See Exhibit "A" attached hereto

SECTION 2. That the City Council of the City of Brooksville does hereby renounce and disclaim the right of the City and the public to said right-of-way, with the exception of the below described reservation of easement.

SECTION 3. The City reserves to itself, private service providers and the public a utility easement throughout the entirety of the above-described right-of-way for the maintenance, repair, replacement, and improvement of utilities and services within the right-of-way. Public and private service providers shall have access to the property to maintain, repair, replace, or improve facilities within the easement area. Any improvements approved by the City and made by the landowner within the easement that require relocation of public or private facilities shall be accomplished at the expense of the landowner.

SECTION 4. This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

ADOPTED in regular session this 6th day of July, 2015.

CITY OF BROOKSVILLE

By: _____
Frankie Burnett, Mayor

ATTEST: _____
Janice L. Peters, CMC
City Clerk

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

VOTE OF CITY COUNCIL
Battista _____
Burnett _____
Erhard _____
Johnston _____
Kahler _____

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

EXHIBIT

“A”

Cleveland Avenue between Blocks 16 and 17, Saxon's Addition to the Town of Brooksville, as recorded in the Public Records of Hernando County, Florida, in Plat Book 3, page 1. And that portion of roadway extending Cleveland Avenue East from said Blocks 16 and 17 to the West line of the West ½ of the NE ¼ of the SW ¼ of Section 23, Township 22 South, Range 19 East. Being more particularly described as follows:

Commencing at the SW corner of the West ½ of the NE ¼ of the SW ¼ of said Section 17, go thence N 00°35'41" W, along the West line of the West ½ of the NE ¼ of the SW ¼ of said Section 17, a distance of 217.87 feet to the Point of Beginning; Thence S 89°06'20" W, a distance of 51.50 feet to the NE corner of said Block 17; Thence continue S 89°06'20" W, a distance of 212.96 to the NW corner of said Block 17; Thence N 00°06'04" W a distance of 60.34 feet to the SW corner of said Block 16; Thence N 89°10'47" E, along the South boundary of said Block 16 a distance of 264.53 feet; Thence S 00°35'41" E, a distance of 60.00 feet to the Point of Beginning.

Containing 0.365 acres more or less (15,914.40 square feet).

Attachment 2

VAC 2015-01



**CITY OF BROOKSVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

RIGHT-OF-WAY VACATION APPLICATION

General Location:

Cleveland Ave between Blocks 16 + 17 Saxon's Addition to Town
OF BROOKSVILLE

Applicant Information:

Applicant

Property Owner *

Name: _____

Name: Gregory Stephens

d/b/a: _____

d/b/a: _____

Address: _____

Address: 309 Hayes Rd Lutz

Phone/Fax: _____

Phone/Fax: 813-997-2333

Email: _____

Email: SEACOAST CABINETS @ Yahoo.com

* If the applicant is not the property owner, state the nature of the applicant's interest in the referenced property or business, and submit a written consent from the owner along with this application. If an agent is to represent the applicant, attach a letter from the agency with the name and address of the agent.

Written consent from the owner attached, if applicable. Agent letter attached, if applicable.

Requirements:

- Application Fee in the amount of \$150.00
[Additional Administrative Fees (i.e., newspaper notice, recording fees & property owner notification mailing fees) to be determined and payable upon request].
- Narrative describing proposed right(s)-of-way to be vacated.
- Graphic depiction of right(s)-of-way to be vacated.
- Survey and legal description of right(s)-of-way to be vacated.
- Petition to Vacate and Abandon Right-of-Way.

For Office Use Only	
Review:	
City Council hearing date: _____	
Final Decision:	<input type="checkbox"/> Approve <input type="checkbox"/> Deny

**CITY OF BROOKSVILLE
PETITION TO VACATE AND ABANDON RIGHT-OF-WAY**

TO THE CITY OF BROOKSVILLE CITY COUNCIL, HERNANDO COUNTY, FLORIDA;

Petitioner, Gregory W. Stephens, makes application to the City of Brooksville City Council to adopt a resolution vacating, abandoning, discontinuing and closing that (those) certain street(s) and/or road(s) described as follows:

See Exhibit "A" attached hereto

and return the same to the abutting property owners.

The Petitioner would further show that they intend to contact property owners who own property adjacent to the (streets and/or roads) described above which this petition addresses, and obtain return receipts showing proof of mailing of such notice.

The Petitioner would further show that said (streets and/or roads) is/are within the incorporated city limits of the City of Brooksville, Florida, and that the vacation of said (streets and/or roads) will not affect the ownership or right of convenient access of persons in any way whatever.

The Petitioner has further indicated that they intend to post a sign on the (streets and/or roads) described above giving notice of their intent to petition the City of Brooksville City Council to vacate said (streets and roads) .

The Petitioner applies for the vacation of ((this) (these) (streets and/or roads) as provided for by City of Brooksville Ordinance No. 587 and other applicable provisions of law.

WHEREFORE, the Petitioner requests the City Council of the City of Brooksville, Florida, to accept the filing of this petition and set the same for a public hearing which will be advertised as

required by Florida Statutes at which the City Council will accept a resolution vacating, abandoning, discontinuing and closing of said (streets and/or roads) and returning the same to the abutting property owners.

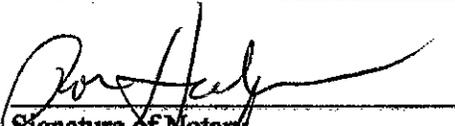
The aforementioned has been read by me and I understand fully its content.


Signature

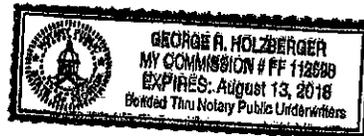
Greg Stephens
Typed or Printed Name

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of April,
2015, by Greg Stephens who is personally known to me or who
has produced _____ as identification and who ~~(did)~~ (did not) take an oath.


Signature of Notary

NOTARY SEAL



Petition to Vacate Physical Property (Explanation & Information)

To Whom it May Concern:

We Plan to use this parking area (West of 800 east Liberty , South of the Christmas House 103 S Saxon and North of 201 S Saxon ave Property) for Our Venue at 200 S. Saxon ave. Also including our venue at 800 E Liberty St.

We plan to do improvements to the said property that the city would not be obligated to do if the property is Vacated . Witch in turn would help both party's.

Thanks again for Your Time , Dorothea & Greg Stephens.

Attachment 3

Attachment 4

Steven Gouldman

From: Jon Dowler
Sent: Wednesday, June 03, 2015 2:24 PM
To: Jennifer Battista; William Smith; Richard Radacky
Cc: Sarah Moyer; Steven Gouldman
Subject: RE: Vacation of ROW-Cleveland and unnamed road

After review of property requested to be vacated, Public Works has no objections. However, Public Works would like a utility easement to remain.

Thanks
jon

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Sent: Wednesday, June 03, 2015 8:31 AM
To: William Smith; Jon Dowler; Richard Radacky
Cc: Sarah Moyer; Steven Gouldman
Subject: Vacation of ROW-Cleveland and unnamed road

Smitty,

Please see attached per your conversation with Steve....

*Jennifer J. Battista, Admin. Assistant
City of Brooksville
Community Development Department
201 Howell Ave.
Brooksville, Fl. 34601
352-540-3813
jbattista@cityofbrooksville.us
<http://www.cityofbrooksville.us/>*

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From: Hamner, Donald [Donald.Hamner@mybighthouse.com]
Sent: Wednesday, June 03, 2015 9:56 AM
To: Steven Gouldman
Subject: RE: Right-of-Way vacations

We have overhead facilities on Duke Energy poles.

*Don Hamner
Bright House Networks
Field Engineer
2850 S. Lecanto Hwy
Lecanto, Fl. 34461
352-746-7664 ext. 84401
donald.hamner@mybighthouse.com*

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Sent: Tuesday, June 02, 2015 1:24 PM
To: Hamner, Donald
Subject: Right-of-Way vacations

Hi Don. I sent you two right-of-way vacation petitions last month. Are your comments on the way?

Thanks
Steve



Steven E. Gouldman, AICP
City of Brooksville
Community Development Department
Phone: 352.540.3810
Fax: 352.544.5429

CONFIDENTIALITY NOTICE: This e-mail may contain information that is privileged, confidential or otherwise protected from disclosure. If you are not the intended recipient of this e-mail, please notify the sender immediately by return e-mail, purge it and do not disseminate or copy it.



AT&T - Southeast
Jack Hendryx
Mgr. OSP Plng. & Engrng. Design
450 N. Goldenrod Road
Orlando, Fl. 32807
jh1923@att.com
(W) 407-380-0938
(M) 407-474-9750
(F) 407-380-3722

Date: 06/02/2015

Hernando County
789 Providence Blvd.
Brooksville, Fla 34601

RE: Vacation of Easement City of Brooksville
Cleveland Avenue between blks 16 and 17 Saxon's
Addition to the Town of Brooksville
Brooksville, Florida

To Whom it may concern,

AT&T agrees to vacate this easement at the location described above
as AT&T does not have any facilities in the area described.

For additional information you may contact Jack Hendryx at 407-380-0938

Yours Truly,

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Martin Nosie
Area Manager
OSP PLNG & DESIGN SE
AT&T Florida

Jack Hendryx
MGR OSP PLNG & DESIGN SE
AT&T Florida



AT&T - Southeast
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I actually just read this in its entirety. Do you need any assistance?

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To: Steven Gouldman
Subject: FW: Vacate Request--Saxon's Addition

From: Rodriguez, Karla [<mailto:Karla.Rodriguez@duke-energy.com>]
Sent: Tuesday, June 02, 2015 2:11 PM
To: Jennifer Battista
Cc: Groome, Gloria G
Subject: Vacate Request--Saxon's Addition

Good afternoon Jennifer,

Per our conversation this afternoon I received notification for our Duke Energy Engineer regarding the vacate request.

Duke Energy does object to the Vacation Request ROW, Saxon's Addition to the Town of Brooksville. Duke Energy currently has utilities within the right-of-way. A Utility Easement will need to be reserved over the right-of-way.

Please forward a "Sketch of Description" for the right-of-way. Once they are received, we will prepare the easement on our standard form and return it to you for execution.

Should you have any additional questions please let me know and I will be happy to answer them or contact our Engineer.

Thank you!
Karla

Karla Rodriguez
Associate Land Rep.
Duke Energy
Distribution Right-of-Way - Florida
452 E. Crown Point Road (WG-13)
Winter Garden, FL 34787
Phn: 407-905-3417
Email: karla.rodriguez@duke-energy.com



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR *Bill Geiger*
FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER *SG*
SUBJECT: RESOLUTION NO. 2015-10 – GREGORY & DOROTHEA STEPHENS PETITION TO VACATE RIGHT-OF-WAY

DATE: JULY 6, 2015

GENERAL SUMMARY/BACKGROUND: Gregory and Dorothy Stephens have petitioned the City to vacate the public's interest in the 50-foot wide unnamed roadway lying east of Block 17, Saxon's Addition to the Town of Brooksville. It is the intent of the applicant to utilize the property for customer parking for his business situated on the adjacent lots.

The right-of-way vacation petition has been circulated to potentially affected utility companies and City departments for review. Responses noting concerns have been received from the City's Utility Division, Duke Energy and AT&T. The petitioner has responded by indicating a willingness to provide an easement over the entire property to be vacated. The vacation request can be accomplished by City Council approval of Resolution 2015-10.

BUDGET IMPACT: The item will have no impact on the City's operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 336.09 specifically allows City Council to vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway. The City Attorney has reviewed the Resolution for legal sufficiency.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2015-10, supporting vacation of the right-of-way, which contains the condition that an easement for public and private utilities will be provided over the entire portion of the right-of-way.

ATTACHMENTS:

1. Resolution 2015-10
2. Petition to Vacate
3. Site Survey
4. Agency Correspondence

Attachment 1

RESOLUTION 2015-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA, CLOSING AND VACATING THE 50-FOOT WIDE UNNAMED ROADWAY LYING EAST OF BLOCK 17, SAXON'S ADDITION TO THE TOWN OF BROOKSVILLE; RESERVING AN EASEMENT FOR PUBLIC/PRIVATE UTILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brooksville wishes to close and vacate a portion of the public right-of-way in the City of Brooksville indentified as the 50-foot wide unnamed roadway lying east of Block 17, Saxon's Addition to the Town of Brooksville; and,

WHEREAS, the City Clerk has advertised a Notice of Public Hearing to consider this resolution to close and vacate a portion of the public rights-of-way; and,

WHEREAS, the City Council finds that this Resolution is not in conflict or inconsistent with the City of Brooksville's adopted Comprehensive Plan; and,

WHEREAS, Council has considered all objections made to closing and vacating a portion of the said rights-of-way.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brooksville, Florida, that:

SECTION 1. That the City does hereby close and vacate a portion of the public right-of-way in the City of Brooksville indentified as the 50-foot wide unnamed roadway lying east of Block 17, Saxon's Addition to the Town of Brooksville, located in the City of Brooksville, Hernando County, Florida, said point of vacation being described as follows:

See Exhibit "A" attached hereto

SECTION 2. That the City Council of the City of Brooksville does hereby renounce and disclaim the right of the City and the public to said right-of-way, with the exception of the below described reservation of easement.

SECTION 3. The City reserves to itself, private service providers and the pubic a utility easement throughout the entirety of the above-described right-of-way for the maintenance, repair, replacement, and improvement of utilities and services within the right-of-way. Public and private service providers shall have access to the property to maintain, repair, replace, or improve facilities within the easement area. Any improvements approved by the City and made by the landowner within the easement that require relocation of public or private facilities shall be accomplished at the expense of the landowner.

SECTION 4. This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

ADOPTED in regular session this 15th day of June, 2015.

CITY OF BROOKSVILLE

By: _____
Frankie Burnett, Mayor

ATTEST: _____
Janice L. Peters, CMC
City Clerk

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

VOTE OF CITY COUNCIL
Battista _____
Burnett _____
Erhard _____
Johnston _____
Kahler _____

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

EXHIBIT

“A”

50 foot wide roadway lying East of Block 17, Saxon's Addition to the Town of Brooksville as recorded in Plat Book 3, page 1, Public Records of Hernando County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the West ½ of the Northeast ¼ of the Southwest ¼ of Section 23, Township 23 South, Range 19 East, Hernando County, Florida; thence South 09°46'41" East, a distance of 18.92 feet to the Northeast Corner of the parcel described in Official Record Book 2772, page 1648, Public Records of Hernando County, Florida; Thence South 88°59'40" West, along the North line of said parcel a distance of 50.03 feet; Thence North 01°08'15" West, a distance of 29.78 feet to the Southeast corner of Block 17, of said Saxon's Addition to the Town of Brooksville; Thence North 01°07'23" West, along the East boundary of said Block 17, a distance of 207.10 feet to the Northeast corner of said Block 17; Thence North 89°06'20" East, a distance of 51.49 feet to a point on the West line of the West ½ of the Northeast ¼ of the South ¼ of said Section 23; Thence South 00°35'41" East, a distance of 217.87 feet to the Point of Beginning.

Containing 0.274 acres more or less (11,943 square feet)

Attachment 2



**CITY OF BROOKSVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

RIGHT-OF-WAY VACATION APPLICATION

General Location:

50 foot wide (unnamed) roadway lying East of Block 17,

Applicant Information:

Saxon's Addition to the Town of Brooksville

Applicant

Property Owner *

Name: _____

Name: Gregory Stephens

d/b/a: _____

d/b/a: _____

Address: _____

Address: 309 Hayes Rd Lutz

Phone/Fax: _____

Phone/Fax: 813 997-7333

Email: _____

Email: Seacoast Cabinets (A) Yahoo.com

* If the applicant is not the property owner, state the nature of the applicant's interest in the referenced property or business, and submit a written consent from the owner along with this application. If an agent is to represent the applicant, attach a letter from the agency with the name and address of the agent.

Written consent from the owner attached, if applicable.

Agent letter attached, if applicable.

Requirements:

Application Fee in the amount of \$150.00
[Additional Administrative Fees (i.e., newspaper notice, recording fees & property owner notification mailing fees) to be determined and payable upon request].

Narrative describing proposed right(s)-of-way to be vacated.

Graphic depiction of right(s)-of-way to be vacated.

Survey and legal description of right(s)-of-way to be vacated.

Petition to Vacate and Abandon Right-of-Way.

For Office Use Only

Review:

City Council hearing date: _____

Final Decision:

Approve

Deny

CITY OF BROOKSVILLE
PETITION TO VACATE AND ABANDON RIGHT-OF-WAY

TO THE CITY OF BROOKSVILLE CITY COUNCIL, HERNANDO COUNTY, FLORIDA;

Petitioner, Gregory W. Stephens, makes application to the City of Brooksville City Council to adopt a resolution vacating, abandoning, discontinuing and closing that (those) certain street(s) and/or road(s) described as follows:

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and return the same to the abutting property owners.

The Petitioner would further show that they intend to contact property owners who own property adjacent to the (streets and/or roads) described above which this petition addresses, and obtain return receipts showing proof of mailing of such notice.

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The Petitioner has further indicated that they intend to post a sign on the (streets and/or roads) described above giving notice of their intent to petition the City of Brooksville City Council to vacate said (streets and roads) .

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WHEREFORE, the Petitioner requests the City Council of the City of Brooksville, Florida, to accept the filing of this petition and set the same for a public hearing which will be advertised as

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Signature

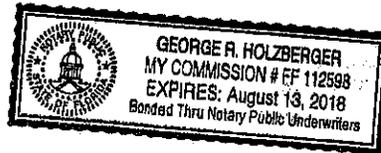
Greg Stephens
Typed or Printed Name

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of April, 2015, by Greg Stephens who is personally known to me or who has produced _____ as identification and who (did) (did not) take an oath.

[Handwritten Signature]
Signature of Notary

NOTARY SEAL



Petition to Vacate Physical Property (Explanation & Information)

To Whom it May Concern:

We Plan to use this parking area (West of 800 E Liberty St , East of 201 S Saxon ave Property & South of the Christmas house Parking area) for Our Venue at 200 S. Saxon ave. Also including our venue at 800 E Liberty St

We plan to do improvements to the said property that the city would not be obligated to do if the property is Vacated . Witch in turn would help both party's.

Thanks again for Your Time , Dorothea & Greg Stephens.

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Attachment 4

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Sent: Wednesday, June 03, 2015 2:24 PM
To: Jennifer Battista; William Smith; Richard Radacky
Cc: Sarah Moyer; Steven Gouldman
Subject: RE: Vacation of ROW-Cleveland and unnamed road

After review of property requested to be vacated, Public Works has no objections. However, Public Works would like a utility easement to remain.

Thanks

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Date: 06/02/2015

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For additional information you may contact Jack Hendryx at 407-380-0938

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Area Manager
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Jack Hendryx
MGR OSP PLNG & DESIGN SE
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Date: 06/02/2015

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Brooksville, Fla 34601

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Subject: FW: Vacate Request--Saxon's Addition

From: Rodriguez, Karla [<mailto:Karla.Rodriguez@duke-energy.com>]
Sent: Tuesday, June 02, 2015 2:11 PM
To: Jennifer Battista
Cc: Groome, Gloria G
Subject: Vacate Request--Saxon's Addition

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Should you have any additional questions please let me know and I will be happy to answer them or contact our Engineer.

Thank you!
Karla

Karla Rodriguez
Associate Land Rep.
Duke Energy
Distribution Right-of-Way - Florida
452 E. Crown Point Road (WG-13)
Winter Garden, FL 34787
Phn: 407-905-3417
Email: karla.rodriguez@duke-energy.com



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. J. Norman-Vacha*
FROM: GEORGE TURNER, POLICE CHIEF *George Turner*
SUBJECT: ORDINANCE NO. 730-C - NOISE FROM VEHICLES
DATE: JULY 06, 2015

GENERAL SUMMARY/BACKGROUND: In November 2006 the City of Brooksville City Council passed Ordinance No. 730, which addressed/regulated noise from vehicles. A subsequent constitutional issue was raised which resulted in a stoppage of enforcement of said ordinance.

In 2013 the Florida Supreme Court ruled that the “plainly audible standard” was not unconstitutionally vague (*State v. Catalano, 104 So3d 1069.Fla 2013*). The Supreme Court ruling in this regard did address certain provisions in Ordinance 730 which requires an amendment to Article III, Chapter 82, Section 82-52.Ord. 730-A complies with this change. In October of 2013, the City Council voted to amend its ordinance to comply with the provisions of the Catalano case and clarifying when the ordinance does not take effect due to approved permitted activities.

Enforcement efforts have identified the need for amendment to said ordinance to include a violation for noise generated from vehicles parked or standing on private property, meeting the plainly audible standard from any public land or public roadway.

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

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

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. 730-C upon roll-call vote and scheduling of the second reading for July 20, 2015, following proper public notice.

ATTACHMENT: Ordinance No. 730-C

ORDINANCE NO. 730-C

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BROOKSVILLE, FLORIDA, ARTICLE III, CHAPTER 82, “NOISE FROM VEHICLES”, SECTION 82-52 PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Code of Ordinances of the City of Brooksville, Florida, Chapter 82, “Noise From Vehicles,” and in particular Section 82-52, titled “Operation of radios or other mechanical sound making devices or instruments in vehicles; exemptions”, is hereby amended as follows:

CHAPTER 82

**TRAFFIC AND VEHICLES
ARTICLE III. NOISE FROM VEHICLES**

Sec. 82-52 Operation of radios or other mechanical sound making devices or instruments in vehicles; exemptions.

(a) It is unlawful for any person operating or occupying a motor vehicle ~~on a street or highway~~ to operate or amplify the sound produced by a radio, audio player, or other mechanical sound making device or instrument from within the motor vehicle so that the sound is:

- (1) Plainly audible at a distance of 60 (sixty) or more feet from the motor vehicle.
- (2) Louder than necessary for the convenient hearing by persons inside the vehicle in areas adjoining public property, public roadways, churches, schools, or hospitals.

(b) If a motor vehicle which is unoccupied has sound being amplified or produced by a radio, audio player, or other mechanical sound making device or instrument from within the motor vehicle so that the sound is:

- (1) Plainly audible at a distance of 60 (sixty) or more feet from the motor vehicle.
- (2) Louder than necessary for the convenient hearing by persons inside the vehicle in areas adjoining public property, public roadways, churches, schools, hospitals.

then the registered owner of the motor vehicle will be responsible for a violation of this section.

- (bc) The provisions of this section shall not apply to any law enforcement vehicle equipped with any communication device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.
- (ed) The provisions of this section do not apply to the noise made by a horn or other warning device required or permitted by Florida Statutes, Chapter 316.
- (de) This provision shall not apply to any permitted event when a road is closed.
- (ef) A violation of this section is a noncriminal; infraction.

SECTION 2. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 3. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 4. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 6th DAY OF JULY, 2015, A.D.

CITY OF BROOKSVILLE

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

By: _____
Frankie Burnett, Mayor

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

VOTE OF CITY COUNCIL

Battista	_____
Burnett	_____
Erhard	_____
Johnston	_____
Kahler	_____

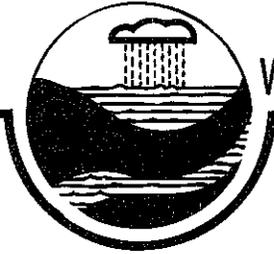
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC
City Attorney

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – July 6, 2015

1. **TYPE:** Letter
 DATED: June 19, 2015
 RECEIVED FROM: Withlacoochee Regional Water Supply Authority
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: SWFWMD Potential Relocation of Headquarters

2. **TYPE:** Letter
 DATED: June 24, 2015
 RECEIVED FROM: Leonard Sossamon, County Administrator
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Resolution in Support of the Main Street Program Participation

3. **TYPE:** Report of Audit
 RECEIVED FROM: Brooksville Housing Authority
 ADDRESSED TO: City of Brooksville
 SUBJECT: Report of Audit for the Year Ended December 31, 2014



06-22-15 P04:32 RCVD

June 19, 2015

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

Re: SWFWMD Potential Relocation of Headquarters

Dear Ms. Norman-Vacha:

The Withlacoochee Regional Water Supply Authority Board of Directors passed the attached Resolution at its regular monthly meeting on June 17, 2015. I am providing you this copy of the resolution opposing the potential relocation of SWFWMD headquarters. Please feel free to contact me should you have any questions.

Sincerely,

Richard S. Owen, AICP
Executive Director

Enclosure

RSO:nhs

*ATTN
07-06-15
J. Norman-Vacha*

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

RESOLUTION NO. 2015-03

**RESOLUTION RECOMMENDING THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
MAINTIAN ITS HEADQUARTERS IN BROOKSVILLE FLORIDA**

WHEREAS, the Withlacoochee Regional Water Supply Authority (WRWSA or Authority) is established pursuant to the provisions of Section 373.713, Florida Statutes, and represents Citrus, Hernando, Marion and Sumter counties and the municipalities within these four counties; and

WHEREAS, the Southwest Florida Water Management District (SWFWMD or District) is established pursuant to the provisions of Chapter 373, Florida Statutes, and encompasses all of the WRWSA geographic area except that portion of Marion County which lies within the St. Johns River Water Management District; and

WHEREAS, the SWFWMD, at its May 19, 2015 regular monthly Board meeting announced its plans to change the District's official headquarters from its Brooksville Office, located at 2379 Broad Street, Brooksville, Florida, which is situated within the WRWSA service territory, to its Tampa Service Office, which is situated well outside the WRWSA service territory; and

WHEREAS, the WRWSA Board of Directors met in its regular session on June 17, 2015 in Lecanto Florida and the published agenda for said meeting included consideration of this Resolution recommending the District maintain its official Headquarters in Brooksville Florida, including its associated staffing levels, services and functions; and

WHEREAS, the District's Headquarters Office has been located in Brooksville Florida for more than 50 years and represents a significant investment of public financial resources in the office buildings and other infrastructure that could be put in jeopardy should the Headquarters be relocated; and

WHEREAS, the District's stated reason for changing the official designated Headquarters location is to enhance the District's ability to recruit and retain highly qualified staff in the future and, by implication, such change in Headquarters location will lead to a reduction in staffing levels at the Brooksville location over time and, by implication, a reduction in the level of services and functions provided at the Brooksville office; and

WHEREAS, the District's current Brooksville Headquarters employs hundreds of staff that provide a wide variety of District services and functions that are strategically located to provide the full spectrum of District services to the residents, property owners, taxpayers and other constituents within the northern District region, including WRWSA member governments and other stakeholders, and such Brooksville location allows for the efficient and effective provision of such services to these stakeholders; and

WHEREAS, the District has already reduced the number of staff and functions at its Brooksville Headquarters, some of which have been relocated to the District's Tampa Service office and such relocations were made with no opportunity provided for public input; and

WHEREAS, there is no evidence that the District's current Headquarters location in Brooksville has led to an inability to attract and retain quality, professional staff resources, or that such location would hamper the District's ability to recruit such staff resources in the future, particularly given the ample highway and road network now linking the northern region with the Tampa Bay area; and

WHEREAS, many of the District staff working from the Brooksville Headquarters live within Hernando County and the surrounding communities providing a significant positive economic impact to the local economy that would be potentially jeopardized over time with the relocation of the Headquarters; and

WHEREAS, District stakeholders whom would be negatively affected by a District decision to move the official Headquarters from Brooksville were not informed of this proposal or given the opportunity to provide input prior to the District's May 19, 2015 Board meeting; and

WHEREAS, the District Governing Board at its May 19, 2015 meeting decided to postpone action on this component of its Business Plan for up to 60 days, to allow for input on the proposal; **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY:

Section 1:

The Board of the Withlacoochee Regional Water Supply Authority strongly urges the Governing Board of the Southwest Florida Water Management District to maintain its official Headquarters at its existing Brooksville office, located at 2379 Broad Street, Brooksville, Florida; and

That the District maintain a proportionate overall level of District staff resources that realistically reflect that the Brooksville office is its official Headquarters; and

That the District reestablish the full complement of District services, functions and purposes that were historically located at the existing District Brooksville Headquarters.

Section 2:

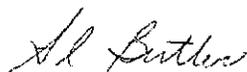
Copies of this Resolution shall be provided to all members of the District Governing Board, the Governor, Speaker of the House, President of the Senate, all members of the Authority Legislative Delegation, each of the Authority member governments and all local governments located within the Authority service area.

Section 3:

This Resolution shall become effective immediately upon its adoption.

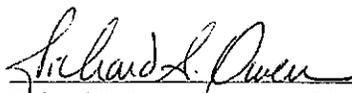
ADOPTED in Regular Session this 17th day of June, 2015.

BOARD OF DIRECTORS, WITHLACOOCHEE
REGIONAL WATER SUPPLY AUTHORITY



Al Butler, Chairman

Attest:



Richard S. Owen, Executive Director

2.

Board of County Commissioners

Hernando County



20 North Main Street, Room 263
Brooksville, FL 34601
(352) 754-4002
Fax: (352) 754-4477
www.hernandocounty.us

16-23-15 P03:23 RCVD

June 24, 2015

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

RE: Resolution Authorizing Participation in the Florida Main Street Program

Jennene
Dear Ms. ~~Norman~~-Vacha:

Attached please find original Resolution 2015-92 authorizing participation in the Florida Main Street Program and endorsing the submission by the Brooksville Vision Foundation of an application for designation in the program. The resolution was formally adopted by the Hernando County Board of County Commissioners at their regular meeting on June 23, 2015. Please contact me at the number listed above should you have any questions.

Sincerely,

Leonard B. Sossamon
County Administrator

Attachment

CTN
07.06.15
J. Vacha

RESOLUTION NO. 2015 - 92

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AUTHORIZING PARTICIPATION IN THE FLORIDA MAIN STREET PROGRAM.

WHEREAS, the Florida Main Street Program has been created to assist Florida communities in developing public-private efforts to revitalize their "Main Street" areas; and

WHEREAS, the Secretary of State will select a number of communities to participate in the Florida Main Street Program in the upcoming year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby endorses submission by the Brooksville Vision Foundation, Inc. of an application to participate in the Florida Main Street Program with the specific goal of revitalization within the context of the Main Street Approach.

SECTION 2. The Board of County Commissioners recognizes the potential value of the Florida Main Street Program to local and regional partners and supports the efforts of the Brooksville Vision Foundation, Inc. that may benefit local residents and visitors to Hernando County.

ADOPTED in Regular Session this 23rd day of JUNE, 2015, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA



Donald C. Barbée, Jr.
DONALD C. BARBEE, JR.
CLERK OF CIRCUIT COURT & COMPTROLLER

Nicholas W. Nicholson
NICHOLAS W. NICHOLSON
CHAIRMAN

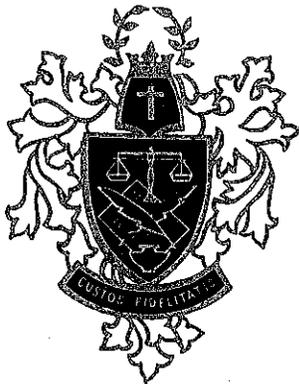
Approved as to Form and
Legal Sufficiency

By: [Signature]
County Attorney's Office

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

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

FOR THE YEAR ENDED DECEMBER 31, 2014



MALCOLM JOHNSON & COMPANY, P.A.

CTN
07-06-15
M. Johnson

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MALCOLM JOHNSON & COMPANY, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
P.O. Box 530848
210 N. Highway 17-92
DeBary, Florida 32753-0848

Phone (386) 668-6464 Fax (386) 668-6463
malcolmjohanson@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 include the statement of net position as of December 31, 2014, 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, 2014, 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.

Other Matters

Required Supplementary Information

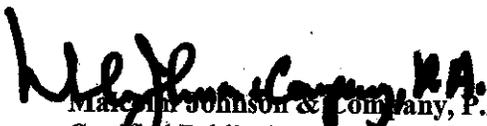
Accounting Principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages i-vi be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental 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.

Other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the Authority's basic financial statements. 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 supplementary information referred to above is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Governmental Auditing Standards

In accordance with *Governmental Auditing Standards*, we have also issued our report dated May 27, 2015 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.


Mark H. Johnson & Company, P.A.
Certified Public Accountants

DeBary, Florida
May 27, 2015

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2014

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, 2014. 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, 2014 by \$636,854 (net position).
- The Authority's unrestricted net position as of December 31, 2014 were \$634,791.
- The Authority's total operating revenue was \$436,263, which primarily consisted of operating grant revenue received from the United States Department of Housing and Urban Development in the amount of \$434,957 and other tenant revenue of \$1,306.

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, 2014
(Continued)

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 2014, total assets were \$652,069; total current assets were \$650,006.

In addition, total liabilities were \$15,215, total current liabilities were \$12,607 and non-current liability compensated absence were \$2,608 at the end of FYE 2014.

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:

Net invested in capital assets – 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 are not invested in capital assets subject to restrictions.

Comparative Financial Information

Assets, Liabilities and Net Position:

	<u>2014</u>	<u>2013</u>	<u>Variances</u>
Assets			
Current assets	\$ 650,006	\$ 407,736	\$ 242,270
Net capital assets	<u>2,063</u>	<u>2,937</u>	<u>(874)</u>
Total assets	<u>652,069</u>	<u>410,673</u>	<u>241,396</u>
Liabilities			
Current liabilities	12,607	13,196	(589)
Noncurrent liabilities	<u>2,608</u>	<u>3,821</u>	<u>(1,213)</u>
Total liabilities	<u>15,215</u>	<u>17,017</u>	<u>(1,802)</u>
Net Position			
Net investment in capital assets	2,063	2,937	(874)
Unrestricted net position	<u>634,791</u>	<u>390,719</u>	<u>244,072</u>
Total net position	<u>636,854</u>	<u>393,656</u>	<u>243,198</u>
Total Liabilities and Net Position	<u>\$ 652,069</u>	<u>\$ 410,673</u>	<u>\$ 241,396</u>

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2014
(Continued)

Comparative Financial Information (Continued)

Cash and investments increased by \$243,602 from the prior fiscal year mainly due to a decreases in payments to employees and suppliers of \$177,412 and payments landlords and resident benefits of \$15,249.

Cash held at December 31, 2014 was \$617,487.

Total liabilities decreased \$1,802 over the prior year primarily related to decreases in accounts payable of \$45, accrued wages of \$544 and compensated absences of \$1,213.

There was an increase in net position of \$243,198 as a result of having a net gain for the year, which is explained below.

Revenue, Expenses and Changes in Net Position:

	<u>2014</u>	<u>2013</u>	<u>Variiances</u>
Operating revenue			
Tenant rent and other revenue	\$ -	\$ 2,301	\$ (2,301)
HUD grants	434,957	457,141	(22,184)
Other revenue	1,306	51,614	(50,308)
Total operating revenue	<u>436,263</u>	<u>511,056</u>	<u>(74,793)</u>
Operating expenses			
Administrative	115,600	163,256	(47,656)
Tenant services	-	500	(500)
Utilities	5,378	6,043	(665)
Ordinary maintenance and operation	25,299	78,726	(53,427)
Insurance	26,630	54,278	(27,648)
General expenses	19,310	18,807	503
Depreciation expense	874	147,313	(146,439)
Total operating expenses	<u>193,091</u>	<u>468,923</u>	<u>(275,832)</u>
Operating gain (loss)	<u>243,172</u>	<u>42,133</u>	<u>(350,625)</u>
Nonoperating revenues (expenses)			
Investment income - unrestricted	26	31	(5)
Gain (loss) on disposition of capital assets	-	(413,095)	413,095
Total nonoperating revenues (expenses)	<u>26</u>	<u>(413,064)</u>	<u>(413,038)</u>
Net income (loss)	<u>243,198</u>	<u>(370,931)</u>	<u>(127,733)</u>
Net position, beginning of year	<u>393,656</u>	<u>764,587</u>	<u>(370,931)</u>
Net position, end of year	<u>\$ 636,854</u>	<u>\$ 393,656</u>	<u>\$ 243,198</u>

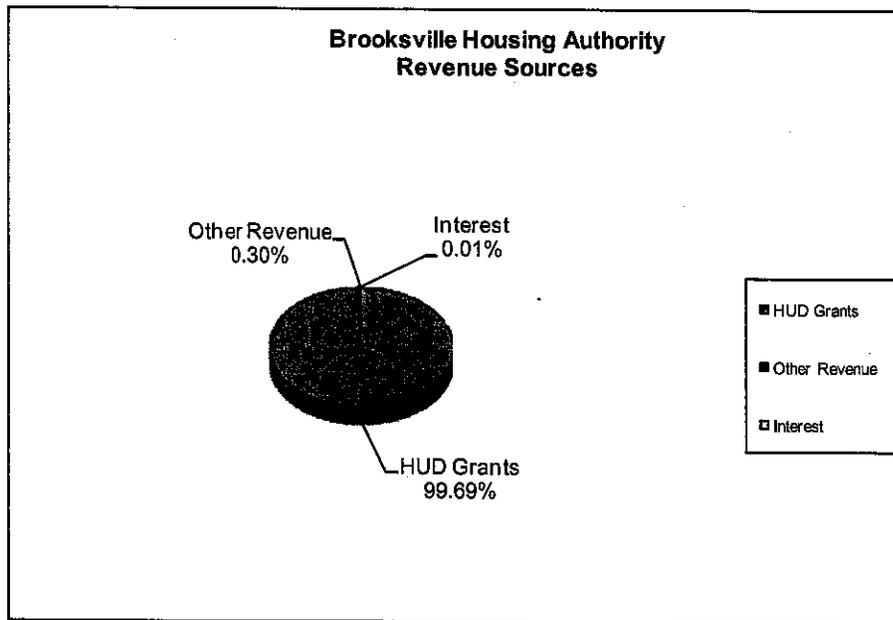
BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2014
(Continued)

Overall operating revenue decreased by \$74,793. There was an overall decrease to HUD operating grants of \$22,184, tenant rent and other revenue of \$52,609.

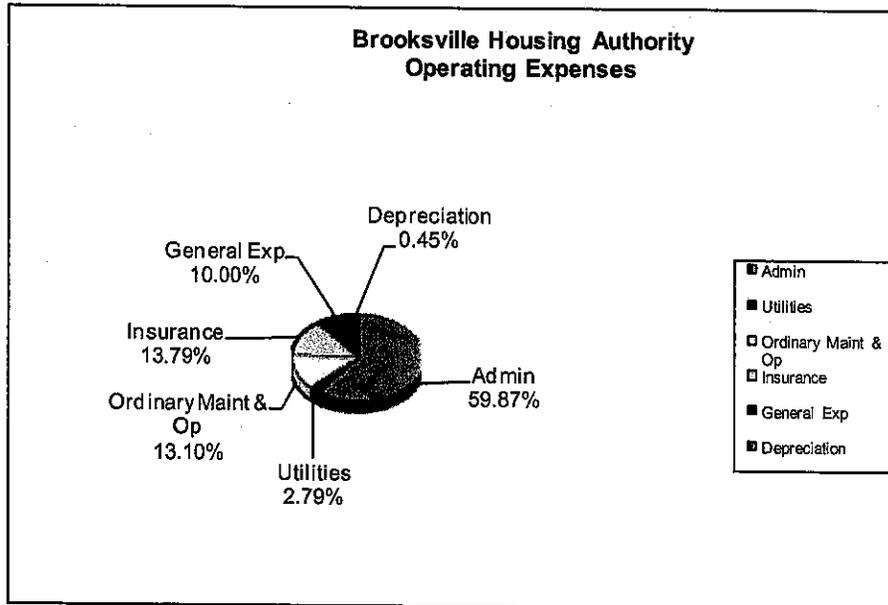
Total operating expenses decreased by \$275,832; over all decreases to administrative salaries and benefits by \$47,656, insurance by \$27,648, tenant services by \$500, utilities of \$665, ordinary maintenance and operations of \$53,427 and depreciation of \$146,439; increase was to general expenses of \$503.

In FYE 2014, total operating revenue was \$436,263, while total operating expenses were \$193,091. This resulted in a net gain of \$243,172. Net non-operating revenues were \$26. 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, 2014
(Continued)



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 Income 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.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2014
(Continued)

Capital Asset And Debt Activity

At FYE 2014, The Authority had no long-term debt.

There were no additions to fixed assets. Total net capital assets decreased by \$874 due to total depreciation for the year.

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, 2014

ASSETS

Current assets

Cash and cash equivalents, unrestricted	\$ 617,487
Investments, unrestricted	12,369
Prepaid insurance	20,150
Total current assets	650,006

Noncurrent assets

Capital assets

Not being depreciated	1,948
Depreciable, net	115
Total capital assets, net	2,063

Total assets

652,069

Deferred outflow of resources

-

Total assets and deferred outflow of resources

652,069

LIABILITIES

Current liabilities

Vendors and contractors payable	2,821
Accrued wages/taxes payable	361
Accrued compensated absences	3,151
Due to other governments	6,274
Total current liabilities	12,607

Noncurrent liabilities

Accrued compensated absences	2,608
Total liabilities	15,215

Total liabilities

15,215

Deferred inflow of resources

-

Total liabilities and deferred inflow of resources

15,215

NET POSITION

Net investment in capital assets	2,063
Unrestricted	634,791
Total net position	\$ 636,854

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, 2014

Operating revenues	
HUD grants	\$ 434,957
Other revenue	1,306
Total operating revenues	<u>436,263</u>
Operating expenses	
Administrative	115,600
Utilities	5,378
Ordinary maintenance & operation	25,299
Insurance	26,630
General expenses	19,310
Depreciation	874
Total operating expenses	<u>193,091</u>
Operating income (loss)	<u>243,172</u>
Nonoperating revenues (expenses)	
Interest revenue, unrestricted	26
Increase (decrease) in net position	<u>243,198</u>
Net position, beginning of year	<u>393,656</u>
Net position, end of year	<u><u>\$ 636,854</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, 2014

Cash Flows From Operating Activities

Operating grants	\$ 434,957
Other receipts	1,306
Payments to employees and suppliers	(177,412)
Payments to landlords and resident benefits	(15,249)
Net cash provided (used) by operating activities	<u><u>243,602</u></u>

Cash Flows From Investing Activities

Purchase/sale of investments	(26)
Interest	26
Net cash provided (used) by investing activities	<u><u>-</u></u>

Net increase (decrease) in cash and cash equivalents 243,602

Balance - beginning of the year 373,885

Balance - end of the year \$ 617,487

Reconciliation of Cash Flows to Statement of Net Position

Cash and cash equivalents, unrestricted	\$ 617,487
	<u><u>\$ 617,487</u></u>

There are no non-cash transactions.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014
(Continued)

**Reconciliation of Net Operating Income (Loss) to
Net Cash Provided (Used) By Operating Activities**

Operating income/(loss)	\$ 243,172
Adjustments to reconcile net operating income (loss) to net cash provided (used) by operating activities:	
Depreciation elimination	874
Decrease in prepaid expenses	1,358
Decrease in accounts payable	(45)
Decrease in accrued wages	(544)
Decrease in deferred credits	(1,213)
	<u><u>\$ 243,602</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, 2014

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 A-4130 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

- 1) **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.
- 2) **Modernization:** 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).

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2014
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

4. Basis of Presentation and Accounting: (Continued)

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 *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.

Generally accepted accounting principles for state and local governments requires that resources be classified for accounting and reporting purposes into the following three net position categories:

Net Investment in Capital Assets – 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 they 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.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2014
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

- 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.
- 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, 2014 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.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2014
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

13. Capital Assets: (Continued)

- 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
Furniture and Equipment	3-7 years

- 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.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2014
(Continued)

A - Summary of Significant Accounting Policies and Organization: (Continued)

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 positions are available.

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.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2014
(Continued)

B - Deposits and Investments: (Continued)

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, 2014 were \$617,487, of which \$100 was petty cash. Bank balances before reconciling items were \$617,455 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 \$12,369.

C - Land, Buildings and Equipment:

	Balance December 31, 2013	Additions	Deletions	Balance December 31, 2014
Not being depreciated:				
Land	\$ 1,948	\$ -	\$ -	\$ 1,948
Total not being depreciated	1,948	-	-	1,948
Depreciable:				
Buildings & improvements	34,952	-	-	34,952
Accumulated depreciation	(33,963)	(874)	-	(34,837)
Net buildings & improvements	989	(874)	-	115
Equipment	-	-	-	-
Accumulated depreciation	-	-	-	-
Net equipment	-	-	-	-
Net depreciable assets	989	(874)	-	115
TOTAL	\$ 2,937	\$ (874)	\$ -	\$ 2,063

D - Due to Other Governments:

Payment in Lieu of Taxes – City of Brooksville

\$ 6,274

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2014
(Continued)

L - Schedule of Changes in Noncurrent Liabilities:

	Balance at		Year Ended		December 31, 2014	
	December 31, 2013	December 31, 2013	December 31, 2014		December 31, 2014	December 31, 2014
	Long-term Portion	Current Portion	Additions	Payments	Current Portion	Long-term Portion
Accrued compensated absences	<u>\$ 3,821</u>	<u>\$ 3,151</u>	<u>\$ 4,186</u>	<u>\$ (5,399)</u>	<u>\$ 3,151</u>	<u>\$ 2,608</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, 2014 were \$207,739. HUD also contributed additional funds for modernization and operations in the amount of \$ 227,218 for the year ended December 31, 2014.

G - Economic Dependency: The Authority receives approximately 99% 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, 2014.

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.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2014
(Continued)

- 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 \$227,218 during the year ended December 31, 2014.
- M - Impairment Loss:** On April 10, 2012, HUD approved the Authority's request to start disposing of its Low Income Housing Projects as of two (2) non-dwelling and fifty-three (53) dwelling buildings and thirteen (13) acres of underlying land. As of June 2013, the Authority completed its relocation of all tenants, and is initiating an auction to dispose of the underlying land.

Currently, the Authority is in the process of disposing of its Low Income Housing Projects. There will be minimum costs in conjunction to this venture, and as of December 31, 2014, the Authority has no liability which would be subject to recording in the books account. The Authority has recognized an impairment loss during fiscal year 2013, whereby adjustments were made to the general ledger books to delete the historical costs and related accumulated depreciation.

SUPPLEMENTAL INFORMATION

Brooksville Housing Authority (FL074)
BROOKSVILLE, FL
Entity Wide Balance Sheet Summary

Submission Type: Audited/Non-A-133

Fiscal Year End: 12/31/2014

	Project Total	Subtotal	ELIM	Total
111 Cash - Unrestricted	\$617,487	\$617,487		\$617,487
112 Cash - Restricted - Modernization and Development				
113 Cash - Other Restricted				
114 Cash - Tenant Security Deposits				
115 Cash - Restricted for Payment of Current Liabilities				
100 Total Cash	\$617,487	\$617,487		\$617,487
121 Accounts Receivable - PHA Projects				
122 Accounts Receivable - HUD Other Projects				
124 Accounts Receivable - Other Government				
125 Accounts Receivable - Miscellaneous				
126 Accounts Receivable - Tenants				
126.1 Allowance for Doubtful Accounts - Tenants				
126.2 Allowance for Doubtful Accounts - Other				
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	\$0	\$0		\$0
131 Investments - Unrestricted	\$12,369	\$12,369		\$12,369
132 Investments - Restricted				
135 Investments - Restricted for Payment of Current Liability				
142 Prepaid Expenses and Other Assets	\$20,150	\$20,150		\$20,150
143 Inventories				
143.1 Allowance for Obsolete Inventories				
144 Inter Program Due From				
145 Assets Held for Sale				
150 Total Current Assets	\$650,006	\$650,006		\$650,006
161 Land	\$1,948	\$1,948		\$1,948
162 Buildings	\$34,952	\$34,952		\$34,952
163 Furniture, Equipment & Machinery - Dwellings				
164 Furniture, Equipment & Machinery - Administration				
165 Leasehold Improvements				
166 Accumulated Depreciation	-\$34,837	-\$34,837		-\$34,837
167 Construction in Progress				
168 Infrastructure				
160 Total Capital Assets, Net of Accumulated Depreciation	\$2,063	\$2,063		\$2,063
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	\$2,063	\$2,063	\$2,063
200	Deferred Outflow of Resources			
290	Total Assets and Deferred Outflow of Resources	\$652,069	\$652,069	\$652,069
311	Bank Overdraft			
312	Accounts Payable <= 90 Days	\$2,821	\$2,821	\$2,821
313	Accounts Payable >90 Days Past Due			
321	Accrued Wage/Payroll Taxes Payable	\$361	\$361	\$361
322	Accrued Compensated Absences - Current Portion	\$3,151	\$3,151	\$3,151
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			
342	Unearned Revenue			
343	Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue			
344	Current Portion of Long-term Debt - Operating Borrowings			
345	Other Current Liabilities			
346	Accrued Liabilities - Other			
347	Inter Program - Due To			
348	Loan Liability - Current			
310	Total Current Liabilities	\$12,607	\$12,607	\$12,607
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	\$2,608	\$2,608	\$2,608
356	Loan Liability - Non Current			
356	FASB 5 Liabilities			
357	Accrued Pension and OPEB Liabilities			
350	Total Non-Current Liabilities	\$2,608	\$2,608	\$2,608
300	Total Liabilities	\$15,215	\$15,215	\$15,215
400	Deferred Inflow of Resources			
508.4	Net Investment in Capital Assets	\$2,063	\$2,063	\$2,063
511.4	Restricted Net Position			
512.4	Unrestricted Net Position	\$634,791	\$634,791	\$634,791
513	Total Equity - Net Assets / Position	\$636,854	\$636,854	\$636,854
600	Total Liabilities, Deferred Inflows of Resources and Equity - Net	\$652,069	\$652,069	\$652,069

Brooksville Housing Authority (FL074)
BROOKSVILLE, FL
Entity Wide Revenue and Expense Summary

Submission Type: Audited/Non-A-133

Fiscal Year End: 12/31/2014

	Project Total	Subtotal	ELIM	Total
70300 Net Tenant Rental Revenue				
70400 Tenant Revenue - Other				
70500 Total Tenant Revenue	\$0	\$0	\$0	\$0
70600 HUD PHA Operating Grants	\$434,957	\$434,957		\$434,957
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	\$26	\$26		\$26
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	\$1,306	\$1,306		\$1,306
71600 Gain or Loss on Sale of Capital Assets				
72000 Investment Income - Restricted				
70000 Total Revenue	\$436,289	\$436,289	\$0	\$436,289
91100 Administrative Salaries	\$50,467	\$50,467		\$50,467
91200 Auditing Fees	\$13,600	\$13,600		\$13,600
91300 Management Fee				
91310 Book-keeping Fee				
91400 Advertising and Marketing	\$839	\$839		\$839
91500 Employee Benefit contributions - Administrative	\$14,036	\$14,036		\$14,036
91600 Office Expenses	\$27,015	\$27,015		\$27,015
91700 Legal Expense	\$9,643	\$9,643		\$9,643
91800 Travel				
91810 Allocated Overhead				
91900 Other				
91000 Total Operating - Administrative	\$115,600	\$115,600	\$0	\$115,600
92000 Asset Management Fee				
92100 Tenant Services - Salaries				
92200 Relocation Costs				
92300 Employee Benefit Contributions - Tenant Services				
92400 Tenant Services - Other				

92500 Total Tenant Services	\$0	\$0	\$0	\$0
93100 Water	\$389	\$389		\$389
93200 Electricity	\$4,544	\$4,544		\$4,544
93300 Gas				
93400 Fuel				
93500 Labor				
93600 Sewer	\$445	\$445		\$445
93700 Employee Benefit Contributions - Utilities				
93800 Other Utilities Expense				
93000 Total Utilities	\$5,378	\$5,378	\$0	\$5,378
94100 Ordinary Maintenance and Operations - Labor	\$1,715	\$1,715		\$1,715
94200 Ordinary Maintenance and Operations - Materials and Other	\$6,110	\$6,110		\$6,110
94300 Ordinary Maintenance and Operations Contracts	\$17,343	\$17,343		\$17,343
94500 Employee Benefit Contributions - Ordinary Maintenance	\$131	\$131		\$131
94000 Total Maintenance	\$25,299	\$25,299	\$0	\$25,299
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	\$1,649	\$1,649		\$1,649
96120 Liability Insurance	\$18,302	\$18,302		\$18,302
96130 Workmen's Compensation	\$3,637	\$3,637		\$3,637
96140 All Other Insurance	\$3,042	\$3,042		\$3,042
96100 Total insurance Premiums	\$26,630	\$26,630	\$0	\$26,630
96200 Other General Expenses	\$16,159	\$16,159		\$16,159
96210 Compensated Absences	\$3,151	\$3,151		\$3,151
96300 Payments in Lieu of Taxes				
96400 Bad debt - Tenant Rents				
96500 Bad debt - Mortgages				
96600 Bad debt - Other				
96800 Severance Expense				
96000 Total Other General Expenses	\$19,310	\$19,310	\$0	\$19,310
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	\$192,217	\$192,217	\$0	\$192,217
97000 Excess of Operating Revenue over Operating Expenses	\$244,072	\$244,072	\$0	\$244,072
97100 Extraordinary Maintenance				
97200 Casualty Losses - Non-capitalized				

97300 Housing Assistance Payments				
97350 HAP Portability-In				
97400 Depreciation Expense	\$874	\$874		\$874
97500 Fraud Losses				
97600 Capital Outlays - Governmental Funds				
97700 Debt Principal Payment - Governmental Funds				
97800 Dwelling Units Rent Expense				
90000 Total Expenses	\$193,091	\$193,091	\$0	\$193,091
10010 Operating Transfer In	\$227,218	\$227,218	-\$227,218	\$0
10020 Operating transfer Out	-\$227,218	-\$227,218	\$227,218	\$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	\$243,198	\$243,198	\$0	\$243,198
11020 Required Annual Debt Principal Payments	\$0	\$0		\$0
11030 Beginning Equity	\$393,656	\$393,656		\$393,656
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	0	0		0
11210 Number of Unit Months Leased	0	0		0
11270 Excess Cash	\$601,231	\$601,231		\$601,231
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

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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 include the statement of net position as of December 31, 2014, and the related statements of revenue, expenses and changes in net position, cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon May 27, 2015.

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 opinion 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.

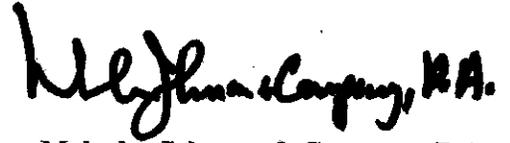
Compliance and Other Matters

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 direct and 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*.

We noted certain matters that we reported to management of the Authority in a separate letter dated May 27, 2015.

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
May 27, 2015

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED DECEMBER 31, 2014

There were no Findings.

BROOKSVILLE HOUSING AUTHORITY
Brooksville, Florida

PRIOR YEAR FINDINGS AND RESPONSES
FOR THE YEAR ENDED DECEMBER 31, 2014

There were no Prior Findings and Responses.