City of Brooksville

201 Howell Avenue
Brooksville, Florida 34601-2041
(352) 540-3810

Natalie Kahler
Vice-Mayor

Robert Battista
Council Member

Betty Erhard
Council Member

William Kemerer
Council Member

Frankie Burnett
Mayor

City Council Agenda

December 7, 2015

Regular Session 7:00 P.M.

Thomas S. Hogan, Jr.
City Attorney

T. Jennene Norman-Vacha
City Manager

Virginia C. Wright
City Clerk

GENERAL INFORMATION AND INSTRUCTIONS

In addition to items listed as "Public Hearings", the Mayor will ask for comments from the public, usually requesting that anyone desiring to speak on an item, raise their hand. To insure that sufficient time is allocated for each item, unless extended by the City Council, representatives of the applicant/petitioners will have ten (10) minutes for presentation, and five (5) minutes for rebuttal. In addition three (3) minutes will be scheduled for others to provide additional comments. When recognized by the Mayor, please approach the podium and speak into the microphone, stating your name and address, and then present the information you desire. A special time period called Citizen Input is also scheduled following the Presentations and Regular Agenda items for those desiring to address the City Council.

Items listed in the "Consent Agenda" will be approved by Council in their entirety by a single motion, indicated by the (√) symbol, unless otherwise indicated by Council. Other agenda items are considered individually.

Items identified on this agenda with an asterisk (*) are land use and other quasi-judicial function of the City Council involving land use, and the following ex parté procedures apply:

- Consideration of applications to intervene as a party, if any. "Request to Intervene/Expert Witness" forms and instructions may be obtained from the recording secretary prior to the scheduled time for consideration of the item.
- Qualification of sworn witnesses who wish to testify as an expert, based on statement of credentials made orally or set forth in application file.
- Swearing of witnesses who wish to give sworn testimony.
- Testimony of City staff witnesses, with cross-examination by applicant and party-interveners, if they request.
- Testimony of applicant and applicants witnesses, with cross-examination by City and party-interveners, if they request.
- Testimony of party-interveners and their witnesses, with cross-examination by City and applicant, if they request.
- Testimony by members of public who wish to address application. Any individual, not requesting/designated as an intervening party or expert witness may, upon being recognized by the Mayor, present information to the Council, and may be questioned by the Council but is not required to be subject to cross examination, and need not be sworn in.
- Close of public hearing.
- Council deliberation/vote.

Items identified with a double asterisk (**) are quasi-judicial functions of the City Council other than land use; the Council Members disclose any ex parté communications.

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 online 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 an admissible verbatim record of the proceedings is made.

CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE

DECEMBER 7, 2015 7:00 P.M.

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. SELECTION OF OFFICERS

1. Selection of Mayor

2. Selection of Vice Mayor

Attachment: Charter Section 2.03

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Margaret R. Ghiotto Beautification Award - Residential Award
Recognition of improvements to the property owned by the Carey Carlson located at 133 S. Brooksville Avenue.

Presentation: Scott Renz, Beautification Board Chair and Mayor
Attachments: Letter from Beautification Board Chair dated November 16, 2015; Award Certificate

2. Proclamation in Recognition of 135 Years of Service to City of Brooksville by Police and Fire Departments

Presentation: Mayor
Attachments: Proclamation

E. CITIZENS INPUT

F. CONSENT AGENDA

1. Final Fiscal Year 2015 Budget Amendments
Consideration for approval of budget amendments necessary to finalize financials of FY2015.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: Final Budget Memo from Finance Director dated November 4, 2015

G. PUBLIC HEARINGS

Entry of Proof of Publication into the Record

1. **Ordinance No. 853 – AX2015-05; City Initiated Annexation for Anthony Black**
   Consideration of voluntary annexation of approximately one acre located at 7399 Cornflower Road, approximately 610 feet northwest of intersection of Broad Street and Wiscon Road.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 853 upon roll call vote.
	Attachments: Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

2. **Ordinance No. 854 – AX2015-06; City Initiated Annexation for Grace World Outreach Church, Inc.**
   Consideration of voluntary annexation of approximately 12.24 acres located at 20366 Cortez Boulevard at the southwest corner of Cortez Boulevard and Hope Hill Road.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 854 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

3. **Ordinance No. 855 – AX2015-11; City Initiated Annexation for the Diocese of St. Petersburg (St. Anthony's Catholic Church)**
   Consideration of voluntary annexation of approximately 14.20 acres located at 20428 Cortez Boulevard at the southeast corner of Cortez Boulevard and Hope Hill Road.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 855 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

4. **Ordinance No. 856 – AX2015-10; City Initiated Annexation for Carl J. Kacarka, Sr. and Virginia M. Kacarka**

   Consideration of voluntary annexation of approximately one acre located at 1006 Jefferson, immediately north of the intersection of Jefferson Street and Lucas Drive.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 856 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

5. **Ordinance No. 857 – AX2015-09; City Initiated Annexation for Samuel C. Griffin and Kellie J. Griffin**

   Consideration of voluntary annexation of approximately 1.30 acres located at 1032 South Mildred Avenue, approximately 514 feet north Cortez Boulevard.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 857 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

6. **Ordinance No. 858 – AX2015-07; City Initiated Annexation for Balough Properties, LLC**

   Consideration of voluntary annexation of approximately one-half acres located at 7127 Young Street at the southwest corner of the intersection of Young Street and V.F.W. Road.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 858 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

7. **Ordinance No. 859 – AX2015-12; City Initiated Annexation for Hernando County Housing Authority**
Consideration of voluntary annexation of approximately 5.10 acres located at 20180 Barnett Road, immediately west of the intersection of Barnett Road and Cortez Boulevard.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 859 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

8. **Ordinance No. 860 – AX2015-08; City Initiated Annexation for Marc A. Reusch**
Consideration of voluntary annexation of approximately one-half acre located at 121 Estates Avenue approximately 225 feet north of West Jefferson Street.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 860 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

9. **Ordinance No. 861 – AX2015-13; City Initiated Annexation for James L. Thomas and Christine A. Thomas**
Consideration of voluntary annexation of approximately 0.71 acres located at 153 and 161 Dolly Drive, approximately 209 feet south of West Fort Dade.

Presentation:	City Planner
Recommendation:	Approval of **Second Reading** of Ordinance No. 861 upon roll call vote.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits.

H. REGULAR AGENDA

1. **Ordinance No. 862 – AX2015-14; City Initiated Annexation for Brooksville Christian Church, Inc.**
   Consideration of voluntary annexation of approximately 9.10 acres located at 6197 Broad Street, approximately 2,050 feet north of Southern Hills Boulevard.

Presentation:	City Planner
Recommendation:	Approval of **First Reading** of Ordinance No. 862 upon roll call vote and schedule second reading for 12/21/15.
Attachments:	Memo from City Planner dated December 7, 2015; Annexation petition and Proposed Ordinance with Exhibits

2. **Department of Economic Opportunity and Evaluation and Appraisal Notification Letter**
   Consideration of approval of the 2016 Evaluation and Appraisal Notification Letter for submittal to the State Land Planning Agency.

Presentation:	City Planner
Recommendation:	Approval of 2016 Evaluation and Appraisal Notification Letter.
Attachments:	Memo from City Planner dated December 7, 2015; Draft of 2016 Evaluation and Appraisal Notification Letter

3. **2016 Annual Holiday and Meeting Schedule**
   Review and consideration of proposed meeting and holiday schedule for 2016 pursuant to City Code and Policy.

Presentation:	City Clerk
Recommendation:	Approval of Schedule or Direction to Staff
Attachments:	Memo from City Clerk dated December 7, 2015; Schedule, Holiday Policy

I. CITIZENS INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at www.ci.brooksville.fl.us. Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3810

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

City Council
AGENDA ITEM: C
December 7, 2015

Sec. 2.03. - Mayor; Vice-Mayor

The council shall elect from among its members a Mayor and a Vice-Mayor. Election of the Mayor and Vice-Mayor shall be done annually at the first regular council meeting in December of each year. The Mayor shall preside at meetings of the council, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein. The Vice-Mayor shall act as Mayor during the absence or disability of the mayor.

(Ord. No. 287-C, § 1, 8-17-1998)

City of Brooksville

352.540.3810 Phone
352.544.5424 Fax

November 16, 2015

Carey Carlson
133 S. Brooksville Ave.
Brooksville, FL 34601

Re: Margaret R. Ghiotto Residential Improvement Award

Dear Mr. Carlson:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Residential Improvement Award for beautifying your residence at 133 S. Brooksville Ave.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the City Council Meeting to be held Monday, December 7, 2015 at 7:00 p.m. in the **BROOKSVILLE CITY HALL COUNCIL CHAMBERS LOCATED AT 201 HOWELL AVENUE**. If you are unable to attend this meeting to accept your award, please contact Jennifer Battista at (352) 540-3813 or jbattista@cityofbrooksville.us.

We extend our appreciation for your outstanding efforts in improving and beautifying not only your residence, but the City of Brooksville.

Sincerely,

Scott Renz 1/13

Scott Renz, Chairman
Beautification Board

/jb

cc: City Clerk's office

Margaret R. Ghiotto

CERTIFICATE OF RECOGNITION

City Council and the Beautification Board for the City of Brooksville. Florida recognize and honor the named recipient for improvements and beautification to their property located within the City

CAREY CARLSON

133 S. Brooksville Ave.. Brooksville. Florida 34601

Presented this 7thday of December. 2015.

Mayor

City Clerk

City of Brooksville

Proclamation

Whereas, City of Brooksville was founded as a town in 1856; however, it was not until 1880 when an election was held to incorporate as a city; and,

Whereas, the first city police and fire chiefs were appointed for the City of Brooksville in 1880 and Brooksville's police officers and firefighters/emergency medical personnel have served the City and surrounding areas since 1880, bravely and selflessly risking their lives each day to protect families, businesses and visitors; and,

Whereas, the City of Brooksville's police officers and firefighters/emergency medical personnel have served Brooksville and Hernando County for one-hundred thirty-five years; and,

Whereas, the City of Brooksville's police officers and firefighters/emergency medical personnel do not hesitate to risk their own lives in order to save the lives of others, and their commitment to continued training, skill enhancement, and inter-agency coordination make them vital members of our community; and,

Whereas, acts of kindness and appreciation from citizens for police officers and firefighters/emergency medical personnel provide them needed encouragement and support to confront the dangerous and uncertain situations they face every day; and,

Whereas, it is appropriate to recognize the value and the accomplishments that police officers and firefighters/emergency medical personnel have provided to the City of Brooksville and its citizens for one-hundred thirty-five years; and,

Whereas, the City of Brooksville calls upon all citizens to take time out of their day to show their appreciation for Brooksville's police officers and firefighters/emergency medical personnel and their families by saying "thank you" and letting them know how much we value their service to our city.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby commend the men and women that have served as police officers or firefighters/emergency medical personnel for and on behalf of the City of Brooksville and join them in celebrating

135 Years of Police & Fire Service

with many more years ahead.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 7th day of December, 2015.

City of Brooksville

_____
Frankie Burnett, Mayor

_____
Natalie Kahler, Vice Mayor

_____
Robert Battista, Council Member

_____
Betty Erhard, Council Member

_____
William Kemerer, Council Member

Attest: _____
Virginia C. Wright, City Clerk

City Council
AGENDA ITEM: F1
December 7, 2015

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: TANNETTE GAYLE, FINANCE DIRECTOR

SUBJECT: FINAL FISCAL YEAR 2015 BUDGET AMENDMENTS

DATE: November 4, 2015

GENERAL SUMMARY/BACKGROUND: In finalizing the accounting/financial records for fiscal year (FY) 2015, we find that few budget amendments are necessary. Budget amendment forms are attached for the following requested amendments:

1) Amend Law Enforcement Investigative Trust Fund – 109 in the amount of $6,509. Amendment attached increases revenues in the amount of $6,509 due to more revenue than anticipated. Also, amendment increases expenses in the amount of $6,509 due to a drug case involving the U.S. Marshals.

2) Amend Red Light Camera Fund -128 and Transportation Capital Fund – 308 in the amount of $200,000. Amendment attached increases Transfers In for Fund 128 by $200,000 and Transfers Out in Fund 308 by $200,000. Decreased revenues caused returning funds that were transferred out fund to Fund 308 back to Fund 128. All projects within Fund 308 were suspended where not funded.

3) Amend Firefighters' Retirement Fund – 607 in the net amount of $10,500. Amendment attached increases expenses in the amount of $10,500 for accounting and auditing, with releasing entry of $10,500 from Reserve for Contingencies within the Fund. The Retirement Fund changed investment advisors which required an external audit of the Fund. This was nonrecurring and unexpected cost.

BUDGET IMPACT: The budget impacts are reflected in the above summary for requested amendments and reflected on the attached Budget Amendment Forms for FY 2015.

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

STAFF RECOMMENDATION: Staff recommends approval the outlined fiscal year 2015 budget amendments and appropriate signatures on the attached Budget Amendment Forms.

ATTACHMENTS: 3 Budget Amendment Forms

BUDGET AMENDMENT FORM
Fiscal Year 2015

Account Name/Dept	*Account Number*	*Entered Budget FY 2015*	*Increase*	*Decrease*	*Amended Budget FY 2015*
Confiscated Property (Rev)	109-000-351-48803	$25,000	$6,510		$31,510
Criminal Investigations (Exp)	109-013-521-53500	$0	$6,510		$6,510
	TOTAL	**$25,000**	**$13,020**	**$0**	**$38,020**

Reason for Amendment: Amendment increases revenues in the amount of $6,509 due to more revenue than anticipated. Also, amendment increases expenses in the amount of $6,509 due to a drug case involving the U.S. Marshals.

Department Director Signature — *Date* 11/25/15

Finance Director Signature — *Date*

City Manager Signature — *Date*

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM
Fiscal Year 2015

Account Name/Dept	*Account Number*	*Entered Budget FY 2015*	*Increase*	*Decrease*	*Amended Budget FY 2015*
Transfer in to Fund 128 (Rev)	128-000-381-49308	$0	$200,000		$200,000
Transfer out to Fund 128 (Exp)	308-019-581-56128	$0	$200,000		$200,000
	TOTAL	**$0**	**$400,000**	**$0**	**$400,000**

Reason for Amendment: Amendment increases Transfers In for Fund 128 by $200,000 and Transfers Out in Fund 308 by $200,000. Decreased revenues caused returning funds that were transferred out fund to Fund 308 back to Fund 128. All projects within Fund 308 have been suspended.

Department Director Signature *Date*

Finance Director Signature *Date*

City Manager Signature *Date*

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM
Fiscal Year 2015

Account Name/Dept	*Account Number*	*Entered Budget FY 2015*	*Increase*	*Decrease*	*Amended Budget FY 2015*
Accounting & Auditing	607-014-522-53200	$0	$10,500		$10,500
Reserve				$10,500	
	TOTAL	$0	$10,500	$10,500	

Reason for Amendment: Amendment attached increases expenses in the amount of $10,500 for accounting and auditing. The Retirement Fund changed investment advisors which required an external audit of the Fund. This was nonrecurring and unexpected cost.

Department Director Signature — *Date*

Finance Director Signature — *Date*

City Manager Signature — *Date*

Approved by City Council, during Regular Session:

Date

City Council
AGENDA ITEM: F1
December 7, 2015

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: TANNETTE GAYLE, FINANCE DIRECTOR

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

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Department Director Signature — *Date* 11/25/15

Finance Director Signature — *Date*

City Manager Signature — *Date*

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM
Fiscal Year 2015

Account Name/Dept	*Account Number*	*Entered Budget FY 2015*	*Increase*	*Decrease*	*Amended Budget FY 2015*
Transfer in to Fund 128 (Rev)	128-000-381-49308	$0	$200,000		$200,000
Transfer out to Fund 128 (Exp)	308-019-581-56128	$0	$200,000		$200,000
	TOTAL	**$0**	**$400,000**	**$0**	**$400,000**

Reason for Amendment: Amendment increases Transfers In for Fund 128 by $200,000 and Transfers Out in Fund 308 by $200,000. Decreased revenues caused returning funds that were transferred out fund to Fund 308 back to Fund 128. All projects within Fund 308 have been suspended.

Department Director Signature *Date*

Finance Director Signature *Date*

City Manager Signature *Date*

Approved by City Council, during Regular Session:

Date

BUDGET AMENDMENT FORM
Fiscal Year 2015

Account Name/Dept	*Account Number*	*Entered Budget FY 2015*	*Increase*	*Decrease*	*Amended Budget FY 2015*
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Reserve				$10,500	
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Reason for Amendment: Amendment attached increases expenses in the amount of $10,500 for accounting and auditing. The Retirement Fund changed investment advisors which required an external audit of the Fund. This was nonrecurring and unexpected cost.

Department Director Signature — *Date*

Finance Director Signature — *Date*

City Manager Signature — *Date*

Approved by City Council, during Regular Session:

Date

City Council
AGENDA ITEM: G1
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 853—AX2015-05; CITY-INITIATED ANNEXATION FOR ANTHONY L. BLACK

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately one acre in size and is located at 7399 Cornflower Road approximately 610 feet northwest of the intersection of Broad Street and Wiscon Road. Cornflower Road is a privately owned access drive connecting the subject property to Barnett Road. On behalf of Anthony L. Black, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Irrevocable Power of Attorney dated January 9, 2001, and recorded in the public record at Book 1389, Page 229, the City is the appointed duly authorized representative serving as attorney-in-fact for the purpose of executing and filing any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The western one-half of the property has a Hernando County zoning designation of A/R-2 (Agricultural/Residential) and the eastern one-half is zoned PDP (Planned Development Project). A single-family conventional dwelling and an accessory structure occupy the site.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 853. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 853 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 853 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-05

Please print or type all information.

PROPERTY OWNER

Name: Anthony L. Black

Address: PO Box 10513

City: Brooksville, FL 34603-0513

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated January 9, 2001 and recorded in the Public Records of Hernando County, Florida, Book 1389, page 229.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 7399 Cornflower Rd.

Legal Description:

E 440 feet of N 100 feet of SE ¼ of SE ¼ of SW ¼, Section 28, Township 22 South, Range 19 East, Hernando County, Florida.

As it is recorded the O.R. Book 954, Page 1087, Hernando County, Florida

Tax Parcel # R28 422 19 0000 0190 0000 Parcel Key # 00359579

Highway & Street Boundaries: Near the intersection of Wiscon Rd. and U.S. 41, adjacent to the west of the Walmart.

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 1.0 acres
(c) TOTAL ACREAGE: 1.0 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: AR2 & PDP/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated January 9, 2001 and recorded in the Public Records of Hernando County, Florida, Book 1389, page 229, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 20 15 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer J. Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated January 9, 2001 and recorded in the Public Records of Hernando County, Florida, Book 1389, page 229, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

E 440 feet of N 100 feet of SE ¼ of SE ¼ of SW ¼, Section 28, Township 22 South, Range 19 East, Hernando County, Florida.

As it is recorded the O.R. Book 954, Page 1087, Hernando County, Florida

Tax Parcel # R28 422 19 0000 0190 0000 Parcel Key # 00359579

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Marina Rittinger
Print Name Marina Rittinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

E 440 feet of N 100 feet of SE ¼ of SE ¼ of SW ¼, Section 28, Township 22 South, Range 19 East, Hernando County, Florida.

As it is recorded the O.R. Book 954, Page 1087, Hernando County, Florida

Tax Parcel # R28 422 19 0000 0190 0000 Parcel Key # 00359579

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated January 9, 2001 and recorded in the Public Records of Hernando County, Florida, Book 1389, page 229 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Bernard

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennen Norman-Vacha who is personally known to me or who has produced _____ as identification.

Jennifer Battista
SIGNATURE OF NOTARY

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
NOTARY PUBLIC/STATE OF FLORIDA

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that Anthony L. Black is the owner(s) of the herein described property, to-wit:

Legal Description:

E 440 feet of N 100 feet of SE ¼ of SE ¼ of SW ¼, Section 28, Township 22 South, Range 19 East, Hernando County, Florida.

As it is recorded the O.R. Book 954, Page 1087, Hernando County, Florida

Tax Parcel # R28 422 19 0000 0190 0000 Parcel Key # 00359579

Owner or Representative

ORDINANCE NO. 853

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anthony L. Black, owner of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Anthony L. Black is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Anthony L. Black entered into an Irrevocable Power of Attorney dated January 9, 2001 and recorded in Book 1389, Page 229 in the Public Records of the Hernando County Clerk's office; and,

WHEREAS, Anthony L. Black appointed the City as its duly authorized representative for instituting an annexation petition and irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Anthony L. Black into the City of Brooksville, Florida, pursuant to the annexation provisions of the Irrevocable Power of Attorney, attached as Exhibit "A" and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Anthony L. Black for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00359579 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

E 440 feet of N 100 feet of SE ¼ of SE ¼ of SW ¼, Section 28, Township 22 South, Range 19 East, Hernando County, Florida.

As it is recorded the O.R. Book 954, Page 1087, Hernando County, Florida

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 853

Attest: _____ By: _____
Jennifer J. Battista, Acting Deputy City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

Exhibit "A"

** OFFICIAL RECORDS **
BK: 1389 PG: 229

FILE# 2001-002015
HERNANDO COUNTY, FLORIDA

RCD 01M 16 2001 04:43pm
KAREN NICOLAI, CLERK

6.00

IRREVOCABLE POWER OF ATTORNEY

That **ANTHONY L. BLACK**, have made, constituted and appointed and by these presents do make, constitute and appoint the **CITY of BROOKSVILLE** or its duly authorized representative thereof as our true and lawful attorney for us in and our name, place and stead to act as our attorney in fact for the purpose of annexing into the **CITY of BROOKSVILLE** pursuant to Section 171.004, Florida Statutes.
The said property being legally described as follows, to-wit:

E 440 feet of N 100 feet of SE 1/4 of SE 1/4 of SW 1/4, Section 28, Township 22 South, Range 19 East, Hernando County, Florida.

As it is Recorded in O. R. Bk # 954 PG 1087, Hernando County, Florida.

We do hereby give and grant to the **CITY of BROOKSVILLE** this our Irrevocable Power of Attorney to do a voluntary annexation by the City of the above described property at such time as the **CITY of BROOKSVILLE** shall in its sole discretion petition to annex the above described property into the **CITY of BROOKSVILLE**. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accord with this grant of authority.

That this Power of Attorney shall remain in force and effect for a period of Forty-nine (49) Years from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties herein that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as hereinabove set forth.

IN WITNESS HEREOF, we have set our hands and seals this 9 day of January, 2001.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Witness

ANTHONY L. BLACK (LS)

(LS)

ACKNOWLEDGEMENT

STATE OF FL, **COUNTY OF** HERNANDO

The foregoing instrument was acknowledged before me this 9 day of January, 2001 A.D. by the above person(s) Anthony L. Black, who is personally known to me or who has produced _____ as identification and who (DID) (DID NOT) take an oath.

Signature of Notary

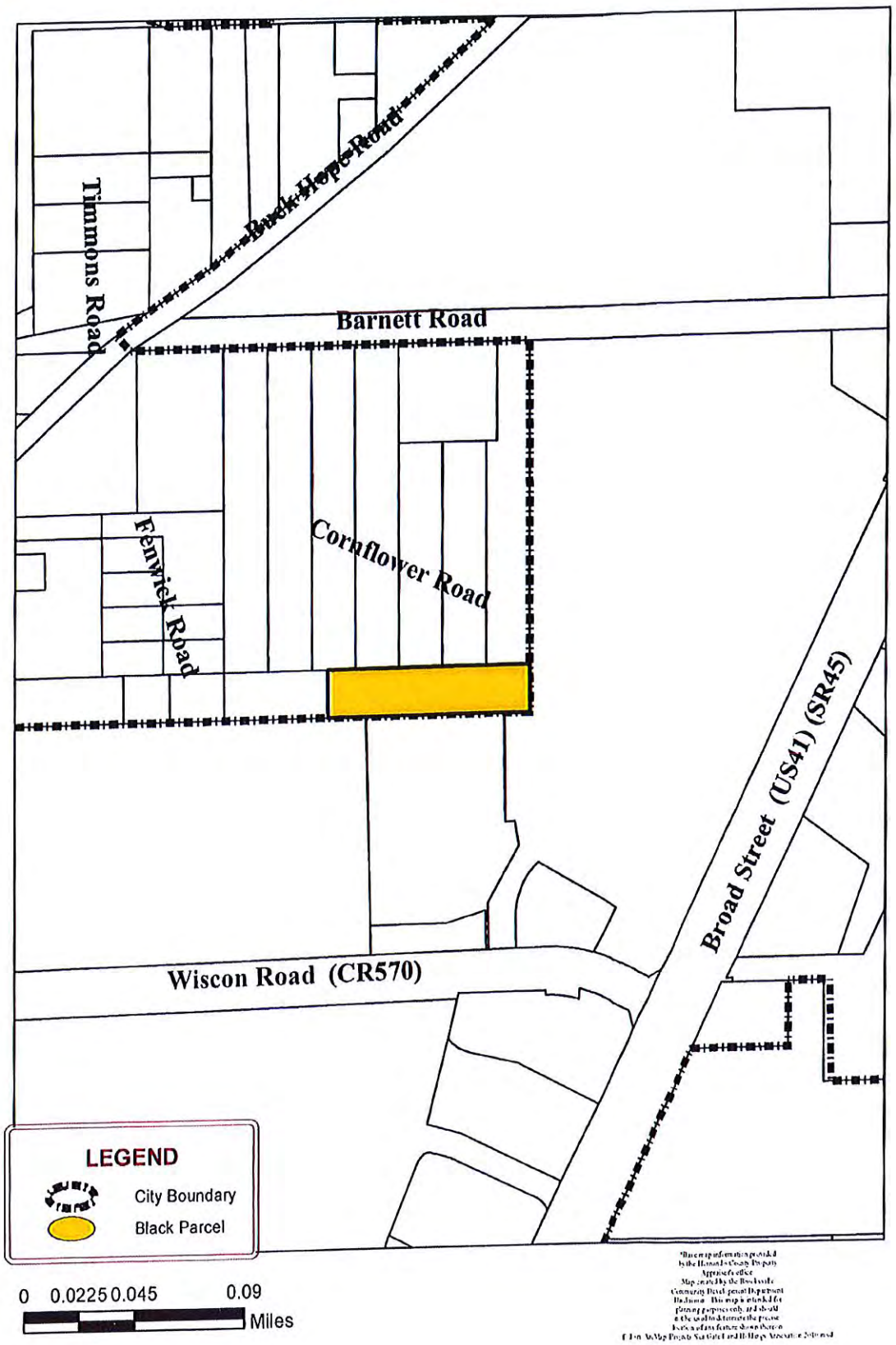
Luther E. Cason
Print, Type, Or Stamp Commission

LUTHER E. CASON
MY COMMISSION # CC 980188
EXPIRES November 6, 2004
Bonded Thru Budget Notary Services

CITY CLERK
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Anthony Black
P.O. Box 10513
Brooksville, FL
34603

Black Annexation Petition
November 2015
Ord. No. 853- EXHIBIT "B"



City Council
AGENDA ITEM: G2
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 854—AX2015-13; CITY-INITIATED ANNEXATION FOR GRACE WORLD OUTREACH CHURCH, INC.

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 12.24 acres in size and is located at 20366 Cortez Boulevard at the southwest corner of Cortez Boulevard and Hope Hill Road. On behalf of Grace World Outreach Church, Inc., the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Annexation Element of the Utility Services Agreement dated November 28, 2000 and recorded in the public record at Book 1450, Pages 642 through 657, the City is the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The property has two Hernando County zoning designations, with the western one-third of the property designated R-1C and the eastern two-thirds designated as PDP(MF) (Planned Development Project, Multifamily) with a Special Use. The property is developed as a religious institution with structures containing 67,032 square feet of floor space.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to

petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 854. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 854 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 854 with Exhibit "A," Utility Services Agreement and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-13

Please print or type all information.

PROPERTY OWNER

Name: Grace World Outreach Church, Inc., formally owned by Brooksville Assembly of God

Address: 20366 Cortez Blvd.

City: Brooksville, Fl. 34601-3802

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Utility Service Agreement dated November 28, 2000 and recorded in the Public Records of Hernando County, Florida, Book 1450, pages 642 - 657.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 20366 Cortez Blvd

Legal Description:
A parcel of land lying in and being a part of the Southeast ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida and being more particularly described as follows: Commence at the Southeast Corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence South 89°45'05" West, along the South boundary of said Northeast 1/4 , 158.88 feet to the Westerly right of way line of Hope Hill Road and the POINT OF BEGINNING; thence continue South 89°45'05" West, along said South Boundary, 502.59 feet to the Southwest corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence North 00°36'12" West, along the West boundary of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27, 40.03 feet; thence South 89°36'41" West 306.33 feet; thence North 00°33'46" West 630.55 feet to the Southerly right of way line of State Road 50 (Cortez Boulevard); thence, along said southerly right of way line the following three (3) courses: (1) North 89°33'57" East 305.88 feet, (2) South 00°36'12" East 15.00 feet, (3) North 89°33'57" East 532.67 feet to the Westerly right of way line of Hope Hill Road; thence, along said westerly right of way line the following four (4) courses: (1) S 02°25'09" West 46.61 feet, (2) South 87°39'33" East 3.92 feet, (3) South 03°13'48" West 213.42 feet, (4) South 01°53'06" West 398.04 feet to THE POINT OF BEGINNING.

Containing 12.24 acres, more or less.

Tax Parcel # R27 422 19 0000 0430 0010 Parcel Key # 00419096

Highway & Street Boundaries: Located on Cortez Boulevard, west of Hope Hill Road

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 12.24 acres
(c) TOTAL ACREAGE: 12.24 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: PDP(MF) & R1C/Residential

Submittal Requirements

*The following **MUST** be furnished with this application:*

Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated November 28, 2000 and recorded in the Public Records of Hernando County, Florida, Book 1450, pages 642 - 657, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000527
EXPIRES: March 25, 2017
Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated November 28, 2000 and recorded in the Public Records of Hernando County, Florida, Book 1450, pages 642 - 657, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

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Tax Parcel # R27 422 19 0000 0430 0010 Parcel Key # 00419096

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Martha Rittinger
Print Name Martha Rittinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

A parcel of land lying in and being a part of the Southeast ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida and being more particularly described as follows: Commence at the Southeast Corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence South 89°45'05" West, along the South boundary of said Northeast 1/4 , 158.88 feet to the Westerly right of way line of Hope Hill Road and the POINT OF BEGINNING; thence continue South 89°45'05" West, along said South Boundary, 502.59 feet to the Southwest corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence North 00°36'12" West, along the West boundary of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27, 40.03 feet; thence South 89°36'41" West 306.33 feet; thence North 00°33'46" West 630.55 feet to the Southerly right of way line of State Road 50 (Cortez Boulevard); thence, along said southerly right of way line the following three (3) courses: (1) North 89°33'57" East 305.88 feet, (2) South 00°36'12" East 15.00 feet, (3) North 89°33'57" East 532.67 feet to the Westerly right of way line of Hope Hill Road; thence, along said westerly right of way line the following four (4) courses: (1) S 02°25'09" West 46.61 feet, (2) South 87°39'33" East 3.92 feet, (3) South 03°13'48" West 213.42 feet, (4) South 01°53'06" West 398.04 feet to THE POINT OF BEGINNING.

Containing 12.24 acres, more or less.

Tax Parcel # R27 422 19 0000 0430 0010 Parcel Key # 00419096

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated November 28, 2000 and recorded in the Public Records of Hernando County, Florida, Book 1450, pages 642 - 657 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed ~~to be~~ annexed.

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennene Norman-Ubaldo who is personally known to me or who has produced _____ as identification.

SIGNATURE OF NOTARY

NOTARY SEAL/STAMP

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that the Grace World Outreach Church, Inc., formally owned by Brooksville Assembly of God is the owner(s) of the herein described property, to-wit:

Legal Description:

A parcel of land lying in and being a part of the Southeast ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida and being more particularly described as follows: Commence at the Southeast Corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence South 89°45'05" West, along the South boundary of said Northeast 1/4 , 158.88 feet to the Westerly right of way line of Hope Hill Road and the POINT OF BEGINNING; thence continue South 89°45'05" West, along said South Boundary, 502.59 feet to the Southwest corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence North 00°36'12" West, along the West boundary of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27, 40.03 feet; thence South 89°36'41" West 306.33 feet; thence North 00°33'46" West 630.55 feet to the Southerly right of way line of State Road 50 (Cortez Boulevard); thence, along said southerly right of way line the following three (3) courses: (1) North 89°33'57" East 305.88 feet, (2) South 00°36'12" East 15.00 feet, (3) North 89°33'57" East 532.67 feet to the Westerly right of way line of Hope Hill Road; thence, along said westerly right of way line the following four (4) courses: (1) S 02°25'09" West 46.61 feet, (2) South 87°39'33" East 3.92 feet, (3) South 03°13'48" West 213.42 feet, (4) South 01°53'06" West 398.04 feet to THE POINT OF BEGINNING.

Containing 12.24 acres, more or less.

Tax Parcel # R27 422 19 0000 0430 0010 Parcel Key # 00419096

T Jennene Norman-Vacha

Owner or Representative

ORDINANCE NO. 854

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Grace World Outreach Church, Inc., formally known as Brooksville Assembly of God, owners of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City") and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Grace World Outreach Church, Inc., formally known as Brooksville Assembly of God, is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Grace World Outreach Church, Inc., formally known by Brooksville Assembly of God, entered into an November 28, 2000 and recorded in the Public Records of Hernando County, Florida, Book 1450, pages 642 – 657, and

WHEREAS, Grace World Outreach Church, Inc., formally known by Brooksville Assembly of God, appointed the City as its duly authorized representative for instituting an annexation petition and it irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Grace World Outreach Church, Inc., formally known as Brooksville Assembly of God, into the City of Brooksville, Florida, pursuant to the annexation provisions of the Irrevocable Power of Attorney, attached as Exhibit "A" and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, formally owned by Brooksville Assembly of God, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Grace World Outreach Church, Inc., formally known as Brooksville Assembly of God, for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00419096 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

A parcel of land lying in and being a part of the Southeast ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida and being more particularly described as follows: Commence at the Southeast Corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence South 89°45'05" West, along the South boundary of said Northeast 1/4 , 158.88 feet to the Westerly right of way line of Hope Hill Road and the POINT OF BEGINNING; thence continue South 89°45'05" West, along said South Boundary, 502.59 feet to the Southwest corner of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27; thence North 00°36'12" West, along the West boundary of the Northeast ¼ of the Southeast ¼ of the Southwest ¼ of said Section 27, 40.03 feet; thence South 89°36'41" West 306.33 feet; thence North 00°33'46" West 630.55 feet to the Southerly right of way line of State Road 50 (Cortez Boulevard); thence, along said southerly right of way line the following three (3) courses: (1) North 89°33'57" East 305.88 feet, (2) South 00°36'12" East 15.00 feet, (3) North 89°33'57" East 532.67 feet to the Westerly right of way line of Hope Hill Road; thence, along said westerly right of way line the following four (4) courses: (1) S 02°25'09" West 46.61 feet, (2) South 87°39'33" East 3.92 feet, (3) South 03°13'48" West 213.42 feet, (4) South 01°53'06" West 398.04 feet to THE POINT OF BEGINNING.

Containing 12.24 acres, more or less.

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 854

Attest: _____ By: _____

Jennifer J. Battista, Acting Deputy City Clerk — Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

Exhibit "A"

** OFFICIAL RECORDS **
BK: 1450 PG: 642

FILE# 2001-041599
HERNANDO COUNTY, FLORIDA

RCD MAY 28 2001 04:48pm
KAREN NICOLAI, CLERK

CITY OF BROOKSVILLE
UTILITY SERVICE AGREEMENT

R

This TWO PARTY AGREEMENT is made and entered into the date first signed, by and between the City of Brooksville, Florida, a Municipality incorporated under the laws of the State of Florida, hereinafter referred to as the CITY, and the Brooksville Assembly of God Church, Inc., a corporation incorporated under the laws of the State of Florida hereinafter referred to as the CHURCH. For and in consideration of Ten Dollars ($10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the CHURCH has a properly zoned land parcel located in Hernando County, Florida, outside of the City of Brooksville corporate limits, the legal description and site plan of which is attached hereto and shall be referred to hereinafter as the DEVELOPMENT, and

WHEREAS the CHURCH now wishes to develop a dome expansion, and

WHEREAS, the CHURCH hereby requests potable water and sanitary sewer service from the City subject to the parties entering into an agreement to provide service for said DEVELOPMENT, and

WHEREAS, the CITY enters into this agreement in the spirit of inter-government cooperation and for the mutual benefit for both parties and as further provided for under the provisions of Chapter 180, of the Florida Statutes, relating to the provision for water and sewer service by the City of Brooksville.

In exercising such provisions as have been stipulated herein above, the CITY agrees to fulfill all of its obligations and responsibilities for protecting the public health, safety, and welfare associated therewith pursuant to law and the Constitution of the State of Florida, and the Comprehensive Land Use Plan of the City of Brooksville, Florida, as adopted and approved, and

WHEREAS, the CITY has certain ordinances and implementing policies in effect as of the date of this agreement providing for connection to and service by CITY owned and operated utility systems, and

WHEREAS, said ordinances additionally provide for the levying of specific fees, charges and assessments for service to be rendered, and

WHEREAS, the CITY is desirous of providing said services to the DEVELOPMENT and CHURCH is desirous of receiving such services, and

WHEREAS, the parties desire to delineate, make certain and define each of their respective responsibilities and obligations with respect to water and sanitary sewer facilities for the DEVELOPMENT, and

IT IS THEREFORE agreed by and between the parties, in consideration for the promises contained herein as follows:

A. The following attachments and exhibits which are attached hereto and incorporated into the content of this agreement by reference:

Wastewater Element, 1 page

Water Element, 2 pages

Development Schedule, 1 page

Connection Fee Payment Element, 1 page

Annexation Element, 1 page

Legal Description, 1 page

Site Plan, 1 page

B. Both parties agree that any correspondence about this agreement will be considered officially served by a receipt for U.S. Postal Service certified mail to the following address:

For the CHURCH:

BROOKSVILLE ASSEMBLY OF GOD
20366 CORTEZ BOULEVARD
BROOKSVILLE, FLORIDA 34601

For the CITY:

CITY CLERK
CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE FLORIDA 34601

C. The CHURCH agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements installed by the CHURCH. The CHURCH also agrees to grant the CITY a utility easement, using the CITY's Grant of Easement form, along with the right of ingress and egress within the DEVELOPMENT for those specific water or sewer improvements that will be dedicated to the CITY. The CHURCH agrees to furnish the CITY officially recorded copies of all easements or right-of-way use permits obtained for the DEVELOPMENT. All future costs for the operation, relocation or adjustments of any of the CHURCH maintained facilities shall be the sole responsibility of the CHURCH.

D. The CITY and CHURCH acknowledge that this agreement provides terms which constitute CITY's response to the CHURCH'S request for utility services from the CITY. The availability of such service is based upon and subject to the terms of this agreement and applicable regulations and regulatory approval by other governmental agencies if and as required.

E. This agreement may not be changed orally. Amendment hereto shall be by writing signed by the parties.

F. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this agreement or the paragraphs or provisions herein.

G. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of this agreement.

H. Neither party shall declare the other in default of the provisions of this agreement without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

I. The terms and provisions of the Agreement shall be a commitment and obligation which shall not only bind the present owner of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the CHURCH.

J. The agreement will be in full force and effect for a term of 50 years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided for herein.

K. The CHURCH shall reimburse the CITY for any costs incurred by the CITY to record this agreement in the official record books of Hernando County. Connection to CITY's Utility System will not be authorized until these recording costs are paid to the CITY.

L. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause including and/or similar to the following which is beyond the reasonable control of the party from who the affected performance was due to an act of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government of individuals or the public.

M. In the event the CHURCH notifies the CITY that services are no longer required by the DEVELOPMENT, or the facilities are not operated and maintained by the CHURCH as required herein service may be discontinued at the CITY'S option upon 30 days notice to the CHURCH.

N. This agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this agreement will be Hernando County, Florida. The prevailing party in any litigation arising out of this agreement will be entitled to cost and reasonable attorney fees.

O. This agreement is predicated on the representation by the CHURCH that the specific use of the DEVELOPMENT is as stated herein. The CITY may require an amendment to this Agreement or a separate agreement in the event of a change in scope of the DEVELOPMENT including, change of ownership, change of occupancy use, change in service, renovation, expansion, replacement or relocation of any portion or structure within the DEVELOPMENT.

P. The CITY agrees to provide utility service only for the phase of the DEVELOPMENT as described herein. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT, compliance with all applicable regulations, all required permits being issued, with proof of such issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent, and shall become a part hereof. Water and/or sewer improvements may not be placed in service until the applicable permit close-out certifications have been provided to the CITY in the form of an original or certified true copy of such permit documentation, and final inspection and approval by the CITY.

Q. If construction of the DEVELOPMENT has not commenced four years after the execution hereof, or is not completed and accepted by the CITY in accordance with the attached Development Schedule, the commitment on the part of the CITY to provide utility service within the provisions contained herein shall automatically expire without notice to CHURCH or any other party. However, all provisions of this agreement pertaining to annexation shall continue in full force.

R. This commitment is subject to the prompt payment of City's fees for water and sewer services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.

S. All improvements installed by the CHURCH and dedicated to the CITY herein will remain the property of the CHURCH until accepted by the CITY in writing. Said improvements shall be maintained by the CHURCH until accepted by the CITY. Final acceptance will be given no sooner than 365 calendar days following construction and final inspection and approval by the CITY. Any expenses sustained by the CITY because of a failure of the improvements installed by the CHURCH and the CHURCH's unwillingness or inability to restore service within a four hour period shall be repaid by the CHURCH.

T. The CHURCH agrees to provide the CITY with one complete copy of the record drawings, signed and certified by the project engineer, upon final completion of the DEVELOPMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28 day of November, 2000.

For the CHURCH

By: David A Garcia
David A. Garcia, President

Corporate Seal

STATE of Florida
COUNTY of Hernando

The forgoing instrument was acknowledged before me this 28 day of November, 2000 A.D., by David A Garcia, who is personally known to me or who has produced Personally known, as identification and who (DID) (DID NOT) take an oath.

Mrs Carolyn D D'Angelo
(Notary Public)

Carolyn N. D'Angelo
MY COMMISSION # CC800268 EXPIRES
January 3, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

ATTEST:

Jennifer J. Battista
~~Karen M. Phillips, CMC,~~
~~City Clerk~~ Jennifer J. Battista
Deputy City Clerk

For the CITY,

By:
Richard Anderson, City Manager

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

David LaCroix
~~Robert B. Battista~~, David LaCroix
City Attorney

Approved as to technical content and City requirements.

Will Smith, Utilities Superintendent

WASTEWATER ELEMENT

The CHURCH is hereby requesting sanitary sewer service from the CITY. The CHURCH agrees, at its own expense, to provide centralized wastewater service by the utilization of an existing on-site pump station that is presently connected to a sewage force main located in the north right-of-way of State Road 50. Said pump station shall be used for the sole purpose of providing wastewater service to the DEVELOPMENT.

The CHURCH agrees that it will not up-size the pumping rate of the existing on-site sewage pump station. The CITY does not guarantee current or future hydraulic conditions of existing force main.

Both parties agree that wastewater facilities installed by the CHURCH or within the DEVELOPMENT will remain the property and maintenance responsibility of the CHURCH. The CHURCH, at its expense, agrees to maintain and operate those facilities in compliance with all applicable rules and regulations

The CHURCH further agrees that all wastewater system design, permitting and construction shall comply with the rules, recommendations and specifications of the Great Lakes/Upper Mississippi River Board of State Sanitary Engineers "Recommended Standards for Sewage Works", the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY.

The CHURCH agrees that the DEVELOPMENT is classified as a non-domestic wastewater generator and as such is subject to compliance with all current or future pre-treatment requirements and waste-load allocation rates adopted by the CITY for non-domestic wastewater contributors.

The CHURCH agrees to provide the CITY full access during regular business hours to inspect the site for surface water intrusion. The CHURCH further agrees to furnish the CITY on demand a complete listing and Material Safety Data Sheets of all chemical substances used or stored at the development

As a condition preceding this agreement, the CHURCH agrees to obtain all easements and agreements required to install the off-site utility facilities, and to provide to the CITY, a recorded copy of said easements.

** OFFICIAL RECORDS **
BK: 1450 PG: 650

WATER ELEMENT

A. DEFINITIONS: For the purpose of this AGREEMENT, unless the context clearly indicates otherwise, the following terms shall have the following meanings.

2. WATER SUPPLY shall mean all off-site potable water lines and attendant facilities used to supply potable water to the DEVELOPMENT.

3. WATER DISTRIBUTION shall mean all on site potable water lines and attendant facilities that are within the specific physical boundaries or needs of the DEVELOPMENT.

B. Water Supply:

1. The DEVELOPMENT will be supplied water from existing capacity of the CITY's existing wells and water treatment plants.

2. The DEVELOPMENT will be supplied water from an existing twelve (12) inch water transmission line located within the road right-of-way of SR50 adjacent to the DEVELOPMENT.

C. Water Distribution:

1. The CHURCH, at it's own expense, agrees to install all water mains, service lines to lots or units, fire hydrants, backflow preventors and appurtenances to be sufficient to provide water service within the DEVELOPMENT as shall be approved by the CITY.

2. The DEVELOPMENT will be provided fire protection water by connecting to the existing fire line connection to the site and extending and modifying the fire protection system within the DEVELOPMENT site as indicated in the attached site plan.

3. The DEVELOPMENT will be provided with potable water by up-sizing the existing metered potable connection as indicated in the attached site plan.

4. Both parties agree that all water and sewer improvements within the DEVELOPMENT shall remain the property and maintenance responsibility of the CHURCH.

D. Metering: The DEVELOPMENT will be supplied water by upgrading an existing master meter at the location indicated in the attached site plant. The CHURCH, at it's own expense, agrees to install one single meter and reduced pressure zone backflow preventor appropriately sized to supply the needs of the DEVELOPMENT. Upon completion and connection of the meter to the CITY's system and acceptance by the CITY in accordance with the terms of this agreement the CHURCH agrees to transfer ownership of the meter to the CITY for operation and maintenance purposes.

E. The CHURCH further agrees that all water system design, permitting and construction shall comply with the rules, recommendations and specifications of the CITY, the American Water Works Association, the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY.

DEVELOPMENT SCHEDULE

Facilities	Completion Year
Phase One	2002
Phase Two	Undetermined

CONNECTION FEE PAYMENT ELEMENT

The CHURCH hereby agrees to pay all utility connection fees for the DEVELOPMENT as planned prior the issuance of building permits at the then current connection fee rate. The rates in the table are based on the current utility connection fee rate as of the date of execution of this agreement. These rates from time to time are subject to change. Connection fees will be assessed at the rate in effect at time of payment.

The current utility connection fee rates for this DEVELOPMENT are assessed as follows:

		Fixture Units	Price Per Fixture Unit	Category Total
PHASE ONE	Sewer	215	48.75	10,481.25
	Water	214	18.54	3,967.56
Total Connection Fee -				$14,448.81

Connection Fee Payment Schedule

Payment of applicable connection fees shall be made prior to issuance of building or remodeling permits by the CITY building and zoning department or the Hernando County building and zoning department, whichever is appropriate. Connection fees shall be paid either as a lump sum or in increments as indicated herein.

Lump Sum Payment

Within thirty (30) days of execution of this agreement, the CHURCH shall pay a minimum down payment equal to one-hundred (100) percent of the total current connection fee for the entire DEVELOPMENT.

Service Commitments

Commitments on the part of the CITY to provide service will expire four (4) years after issuance of the formal commitment for projects involving lump sum payment or at the end of the last year indicated on the CHURCH's development schedule for projects involving incremental payment of connection fees.

ANNEXATION ELEMENT

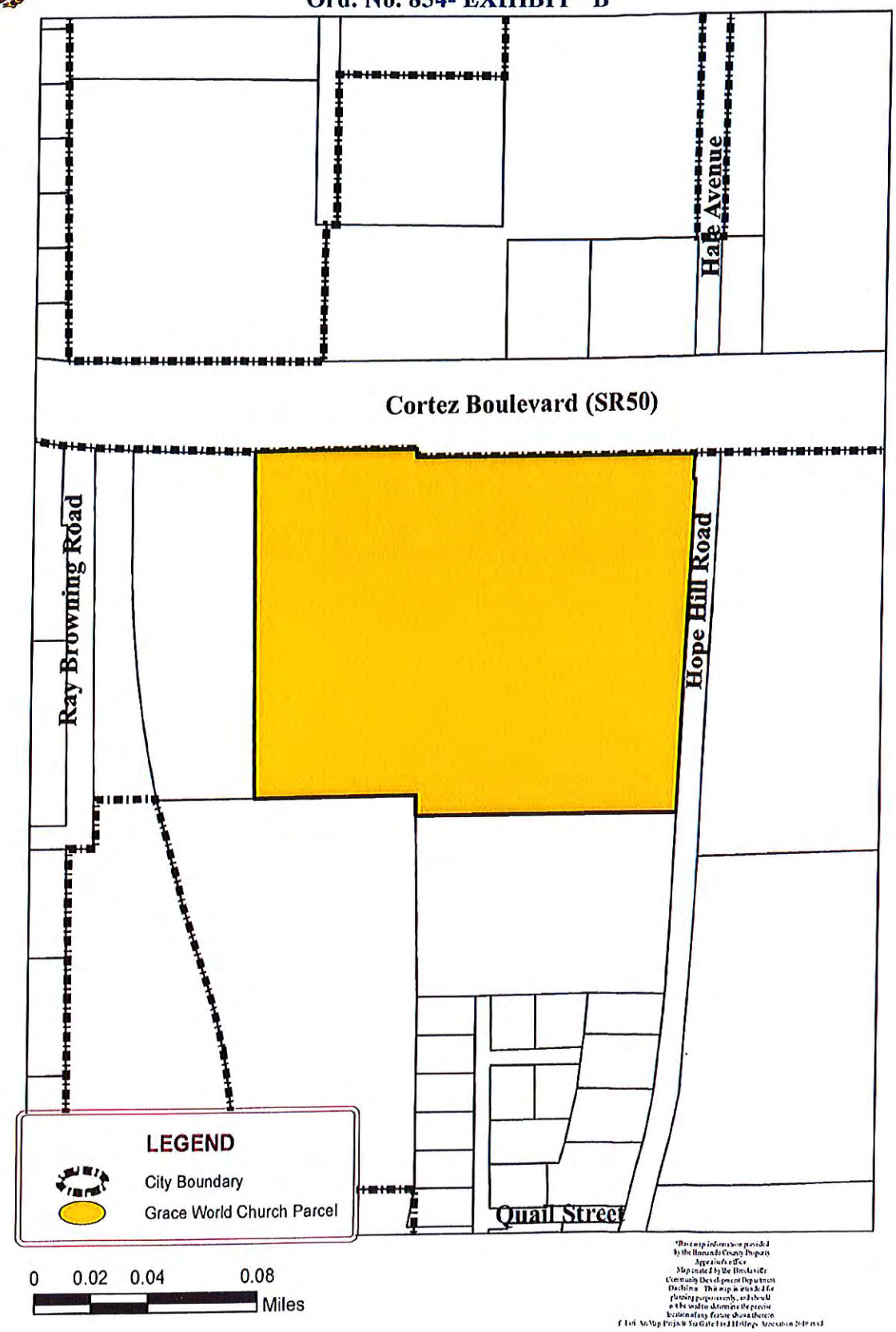
The CHURCH hereby agrees to appoint the CITY or its duly authorized representative as its irrevocable attorney in fact with absolute and specific authority to execute and file any and all such petitions for voluntary annexation of the DEVELOPMENT into the CITY OF BROOKSVILLE. The CHURCH on behalf of itself, its heirs, assigns and successors in interest does hereby irrevocably consent to said annexation. This agreement shall remain in full force from date of execution for a period not to exceed 50 years.

Legal Description

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S 89° 45' 05" W, ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST 1/4,158.88 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HOPE HILL ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S 89° 45' 05" W, ALONG SAID SOUTH BOUNDARY, 502.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N 00° 36' 12" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, 40.03 FEET; THENCE S 89° 36' 41" W 306.33 FEET; THENCE N 00° 33' 46" W 630.55 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (CORTEZ BOULEVARD);THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3)COURSES: (1) N 89° 33' 57" E 305.88 FEET, (2) S 00° 36' 12" E 15.00 FEET, (3) N 89° 33' 57" E 532.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HOPE HILL ROAD; THENCE, ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) S 02° 25' 09" W 46.61 FEET, (2) S 87°39' 33" E 3.92 FEET, (3) S 03° 13' 48" W 213.42 FEET, (4) S 01° 53' 06" W 398.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.24 ACRES, MORE OR LESS.

Grace World Outreach Church
Annexation Petition - November 2015
Ord. No. 854- EXHIBIT "B"



*This map information provided by the Hernando County Property Appraiser's office
Map created by the Brooksville Community Development Department
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.
I:\GIS\MxdMap Projects\SunGate Land Holdings Annexation 2015.mxd

City Council
AGENDA ITEM: G3
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 855—AX2015-11; CITY-INITIATED ANNEXATION FOR THE DIOCESE OF ST. PETERSBURG (ST. ANTHONY'S CATHOLIC CHURCH)

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 14.20 acres in size and is located at 20428 Cortez Boulevard at the southeast corner of Cortez Boulevard and Hope Hill Road. On behalf of the Diocese of St. Petersburg (St. Anthony's Catholic Church, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Annexation Element of the Utility Services Agreement dated May 12, 1995 and recorded in the public record at Book 1039, Pages 1863 through 1874, the City is the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The Hernando County zoning designation for the property is R-1C Church. The property is developed with religious institution and single-family uses. Non-residential structures containing 33,603 square feet of floor space, 4 single-family conventional dwellings and 2 single-family manufactured dwellings are constructed on the property.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 855. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 855 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 855 with Exhibit "A," Legal Description, Exhibit "B," Utility Services Agreement and Exhibit "C," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-11

Please print or type all information.

PROPERTY OWNER

Name: Diocese of St. Petersburg (St. Anthony's Catholic Church)

Address: PO Box 40200

City: Saint Petersburg, Fl. 33743-0200

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Utility Service Agreement dated May 12, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1039, pages 1863 - 1874.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 20428 Cortez Blvd.

Legal Description:

See Attached Exhibit

Tax Parcel # R27 422 19 0000 0110 0000 Parcel Key # 00357893

Highway & Street Boundaries: Located on Cortez Road, east of Hope Hill Road

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 14.20 acres
(c) TOTAL ACREAGE: 14.20 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: R1CChurch/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated May 12, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1039, pages 1863 - 1874, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer J. Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated May 12, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1039, pages 1863 - 1874, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

See Attached Exhibit

Tax Parcel # R27 422 19 0000 0110 0000 Parcel Key # 00357893

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Martha Rittinger
Print Name Martha Rittinger

Signature Kelli Carter
Print Name Kelli Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

See Attached Exhibit

Tax Parcel # R27 422 19 0000 0110 0000 Parcel Key # 00357893

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated May 12, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1039, pages 1863 - 1874 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/18/15 Owner Representative: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennene, who is personally known to me or who has produced _____ as identification.

Jennifer J. Battista
SIGNATURE OF NOTARY

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
NOTARY SEAL/STAMP

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that the Diocese of St. Petersburg (St. Anthony's Catholic Church) is the owner(s) of the herein described property, to-wit:

Legal Description:

See Attached Exhibit

Tax Parcel # R27 422 19 0000 0110 0000 Parcel Key # 00357893

Owner or Representative

ORDINANCE NO. 855

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Diocese of St. Petersburg (St. Anthony's Catholic Church), owner of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City") and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, the Diocese of St. Petersburg (St. Anthony's Catholic Church) is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, the Diocese of St. Petersburg (St. Anthony's Catholic Church) entered into a Utility Service Agreement dated May 12, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1039, pages 1863 – 1874; and,

WHEREAS, the Diocese of St. Petersburg (St. Anthony's Catholic Church) appointed the City as its duly authorized representative for instituting an annexation petition and it irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of property owned by the Diocese of St. Petersburg (St. Anthony's Catholic Church), into the City of Brooksville, Florida, pursuant to the annexation provisions of the Utility Service Agreement, attached as Exhibit "A" and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of the Diocese of St. Petersburg (St. Anthony's Catholic Church) for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is described in Exhibit "B" and depicted on Exhibit "C" which are attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00357893 and more particularly described in Exhibit "B" is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida.:

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 855

Attest: _____ By: _____
Jennifer J. Battista, Acting Deputy City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

PASSED on First Reading _____.

NOTICE Published on _____.

PASSED on Second & Final Reading _____.

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler ____
Mayor Burnett _____

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

Exhibit "A"

RECEIVED
CONSTRUCTION
MAY 12 1995

55.50

** OFFICIAL RECORDS **
BK: 1039 PG: 1863

94-0053
HE 2101

UTILITY SERVICE AGREEMENT

Wastewater Service Outside Corporate Limits

This TWO PARTY AGREEMENT is made and entered into this 2nd day of May, 1995, by and between the City of Brooksville, Florida, an incorporated Municipality under the laws of the State of Florida, hereinafter referred to as the CITY, and the Diocese of St. Petersburg, a corporation sole under the laws of the State of Florida, hereinafter referred to as the CHURCH, for and in consideration of Ten Dollars ($10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

RCD Nov 08 1995 04:27pm
KAREN NICOLAI, CLERK

FILE# 95-035720
HERNANDO COUNTY, FLORIDA

RECITALS

WHEREAS, The CHURCH owns an existing sanctuary, assembly hall, day care center, rectory, five dwelling units, and associated support buildings, on six separately described adjoining properties located in Hernando County, Florida, known as St. Anthony Catholic Church, the legal descriptions of which are attached hereto as Exhibit "A" referred hereinafter as the DEVELOPMENT, and

WHEREAS, a layout of the DEVELOPMENT is attached hereto as Exhibit "B", and

WHEREAS, the CHURCH seeks a utility master plan approval subject to the parties entering into an agreement providing for wastewater service for said DEVELOPMENT, and

WHEREAS, the CITY has certain Ordinances and implementing policies in effect as of the date of this agreement providing for connection to and service by CITY owned and operated water and wastewater systems, and

WHEREAS, said Ordinances additionally provide for the levying of specific fees, charges and assessments for service to be rendered, and

R CITY OF Brooksville

WHEREAS, adequate wastewater treatment facilities presently exist to serve this DEVELOPMENT, and

** OFFICIAL RECORDS **
BK: 1039 PG: 1864

WHEREAS, the CITY is desirous of providing said services to the DEVELOPMENT and CHURCH is desirous of receiving such services, and

WHEREAS, the DEVELOPMENT lies outside the corporate boundaries of the City of Brooksville, Florida, the CITY has entered into this agreement under the provisions of Chapter 180, of the Florida Statutes, and that certain Inter-Local Agreement, dated February 28, 1978, between the City of Brooksville, Florida, and the Board of County Commissioners, Hernando County, Florida, relating to the provision for water and sewer service by the City of Brooksville within a five (5) mile radius of the CITY. In exercising such provisions as have been stipulated herein above, the CITY agrees to fulfill all of its obligations and responsibilities for protecting the public health, safety, and welfare associated therewith pursuant to law and the Constitution of the State of Florida, the Comprehensive Land Use Plan and Code of Ordinance of the CITY of Brooksville, Florida, as adopted and approved, and

WHEREAS, at the April 18, 1994 regular public meeting, the City Council agreed to the connection of the DEVELOPMENT to the CITY's sanitary sewer system, and

WHEREAS, the parties desire to delineate, make certain and define each of their respective responsibilities and obligations with respect to wastewater collection, transmission and treatment facilities for the DEVELOPMENT.

IT IS THEREFORE agreed by and between the partes, in consideration for the promises contained follows

** OFFICIAL RECORDS **
BK: 1039 PG: 1865

1. DEFINITIONS:

For the purpose of this AGREEMENT, unless the context clearly indicates otherwise, the following terms shall have the following meanings.

A. WASTEWATER COLLECTION shall mean all on-site sanitary sewer lines and attendant facilities that are within the specific physical boundaries and/or needs of the DEVELOPMENT to connect and provide sanitary sewer service to the individual lots and/or units within the DEVELOPMENT.

B. WASTEWATER TRANSMISSION shall mean the off-site sanitary sewer lines and attendant facilities to connect the wastewater treatment facility to the wastewater collection system of the DEVELOPMENT.

C. WASTEWATER TREATMENT shall mean the facilities used to process sanitary sewage as defined by and in accordance with applicable regulations.

2. AGREEMENT

The following covenants and promises, as have been acknowledged by the affixing of seals hereon, are hereby made by and between the parties hereto, through their respective authorized representatives, as follows:

3. WASTEWATER COLLECTION, TRANSMISSION AND TREATMENT SYSTEM

A. Wastewater Transmission: It is recognized that wastewater service to this DEVELOPMENT will be provided by the installation of a site specific pump station and a two inch force main. Said force main will begin at the pump station and extend off-site and terminate at a point of connection to an existing CITY owned force main near the southwest quadrant of the intersection of Main Street and Melendez Boulevard.

B. Wastewater Collection: The CHURCH, at it's expense, agrees to install all collection mains, laterals to lots or units, lift stations, manholes and appurtenances to be sufficient to provide sanitary sewer service within the DEVELOPMENT as shall be determined by the CITY. The CHURCH further agrees that all wastewater system designs, permitting and construction shall comply with the rules, recommendations and specifications of the Great Lakes/Upper Mississippi River Board of State Sanitary Engineers "Recommended Standards for Sewage Works", the Federal and State Departments of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to final approval by the CITY.

C. Wastewater Treatment: The CITY agrees to treat the sewage generated by the DEVELOPMENT at the rates, fees and charges established by current and future Ordinances.

4. OWNERSHIP & MAINTENANCE OF INSTALLED FACILITIES:

Wastewater Collection and Transmission System: The parties agree that facilities installed by the CHURCH to provide wastewater collection and transmission for the DEVELOPMENT shall remain the property of the CHURCH. After inspection and approval by the CITY, the CHURCH will thereafter maintain said facilities in a manner and that will provide reliable service throughout the life of the DEVELOPMENT as approved by the CITY.

5. PAYMENT OF CONNECTION FEES:

Connection fees for the DEVELOPMENT are due 30 days from the effective date of this agreement or application of required building permit is submitted, whichever shall first occur. The connection fee for the DEVELOPMENT is $17,322.71.

6. EASEMENTS & RIGHT-OF-WAY PERMITS:

A. The CITY hereby agrees to assist the CHURCH by acting as "right-of-way use permit applicant" with the Florida Department of Transportation(FDOT) for the off-site installation of one (1) two inch (2") sanitary sewer force main.

B. The CHURCH hereby agrees to reimburse the CITY or pay directly for any and all costs, damages, liabilities or injury to the CITY resulting from the installation and operation of said two inch sanitary force main within the FDOT right-of-way.

7. RELOCATION OF FORCE MAIN:

Both parties understand that relocation of the two inch sanitary force main described herein is listed in the FDOT's five-year planning horizon and relocation of the force main will be required by the current plan. All future costs for the relocation or adjustments of any facilities installed by the CHURCH shall be the sole responsibility of the CHURCH and such relocations shall be made with 90 days notice by the CITY. At the CITY's option, said relocations may be performed directly by the CHURCH or CITY. The CHURCH hereby agrees to furnish the CITY an irrevocable letter of credit in the amount of $ 5,000.00 as a deposit in good faith for any relocation costs. If the planned relocation has not been requested by CITY prior to the fifth (5) anniversary of this agreement, CHURCH may petition CITY for a release of this obligation.

** OFFICIAL RECORDS **
BK: 1039 PG: 1867

8. COMMITMENT TO PROVIDE SERVICE:

A. The CITY will provide sanitary sewer service for the DEVELOPMENT phases which have been identified in this Agreement. It is specifically agreed that such COMMITMENT shall be contingent on the CITY'S approval of the utility construction plan; the payment of all connection fees assessable to this DEVELOPMENT; compliance with all applicable regulations; all required permits with proof of issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent and shall become a part hereof, and maintenance of the wastewater collection system by CHURCH as required by CITY. Wastewater improvements may not be placed in service until the applicable permit close-out certifications have been provided to and accepted by the CITY in the form of an original or certified true copy of such permit documentation.

B. If construction of the wastewater collection system has not commenced four years after the execution hereof, or not completed and accepted by the CITY, this commitment on the part of the CITY to provide sewer service within the provisions contained herein shall automatically expire without notice to CHURCH or any other party. However, all other provisions of this agreement shall continue in full force.

C. This commitment is subject to the prompt payment of City's fees for Wastewater Services, according to the rates catagorie established by the CITY, which may from time to time be ammended.

9. ANNEXATION:

As a condition precedent to this agreement, the CHURCH hereby agrees to appoint the CITY or its duly authorized representative as its irrevocable attorney in fact with absolute and specific authority to execute and file any and all such petitions for voluntary annexation into the CITY OF BROOKSVILLE. The CHURCH, on behalf of itself, its heirs, assigns and successors in interest does hereby irrevocably petition for and consent to said annexation. This agreement shall remain in full force from date of execution to date of expiration. The CHURCH further agrees to record this agreement in the official record books of Hernando County and to provide the CITY with a true copy of the recording.

10. GENERAL PROVISIONS:

A. The CITY and CHURCH acknowledge that this agreement provides terms which constitute CITY's response to the CHURCH'S request for water and

sewer services. The availability of such service is based upon and subject to the terms of this agreement and applicable regulations and regulatory approval by other governmental agencies if and as required.

B. It is acknowledged and fully understood by the CHURCH that water and sewer connection fees, when such become due and payable, under the terms herein, shall be structured and in such an amount as shall be in effect by applicable ordinance, regulation or policy at the time such payment is due.

C. This agreement may not be changed orally. Amendment hereto shall be by writing signed by the parties.

D. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this agreement or the paragraphs or provisions herein.

E. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's right to demand strict compliance with the terms and provisions of this agreement.

F. Neither party shall declare the other in default of the provisions of this agreement without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

G. Assignation: The rights, privileges and responsibilities as have been described and agreed to herein shall inure to the heirs and assigns of the parties hereto.

H. Term: The agreement will be in full force and effect for a term of 50 years, or such longer term as CITY provides wastewater service to CHURCH.

I. Force Majeure: The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance thereof is prevented or impeded by any cause including and/or similar to the following which is beyond the reasonable control of the party from who the affected performance was due:

(1) An act of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, general arrest or restraint by

government of individuals or the public, civil disturbance, strikes or labor disputes;

(2) The order or judgment of any Federal, State or Local court, if such order or judgment is not also the result of willful misconduct or a neglect act or omission of the party relying thereon, provided that the contesting in good faith of any such order or judgment shall not constitute or be construed as willful misconduct or negligent act of omission of such party;

J. Termination: In the event CHURCH notifies CITY wastewater services are no longer required by Development or Wastewater Collection system is not operated and maintained as directed by CITY, this agreement may be rescinded at CITY'S option upon 30 days notice to CHURCH.

K. Governing Law: This agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning their agreement will be Hernando County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12th day of May, 1995

Signed, sealed and delivered
in the presence of:

Wanda Bidwell
Print Name: Wanda Bidwell

Print Name: EDMUND BENTO

DIOCESE OF ST. PETERSBURG

By: Rev. Brendan Muldoon
BRENDAN MULDOON, Diocesan Administrator,
Sede Vacante

ATTEST:

Karen M. Phillips, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By:
Richard Anderson, City Manager

ACKNOWLEDGMENTS

** OFFICIAL RECORDS **
BK: 1039 PG: 1870

STATE of FLORIDA

COUNTY of PINELLAS

The forgoing instrument was acknowledged before me this 12th day of May, 19 95 A.D., by BRENDAN MULDOON, Diocesan Administrator, Sede Vacante, who is personally known to me ~~or who has produced~~ _____, as identification and who ~~(DID)~~ (DID NOT) take an oath.

Wanda Bidwell

(Notary Public)
Wanda B. Bidwell

WANDA BIDWELL
Notary Public, State of Florida
My Comm. Expires Aug. 24, 1995
No. CC129643

CC 129643 - Exp 8-24-95

STATE of FLORIDA

COUNTY of HERNANDO

The forgoing instrument was acknowledged before me this 22nd day of MAY, 19 95 A.D., by Richard Anderson, as City Manager for the City of Brooksville, who is personally known to me ~~or who has produced~~ _____, ~~as identification~~ and who ~~(DID)~~ (DID NOT) take an oath.

Shirley A. Lane

(Notary Public)
SHIRLEY A LANE

SHIRLEY A. LANE
Notary Public-State of Florida
My Commission Expires [illegible]
COMM # CC [illegible]

Approved as to technical content and City requirements:

5/11/95
William Smith
Superintendent of Utilities

Approved as to legal content and form:

Robert B. Battista
City Attorney

Exhibit "A"
(Continued)

** OFFICIAL RECORDS **
BK: 1039 PG: 1871

Parcel # 11

Commencing at the SW corner of the SE 1/4 of Section 27, Township 22 South, Range 19 East, go thence N 89 degrees 14 minutes 56 seconds E, along the South line of said Section 27, a distance of 649.96 feet to its point of intersection with an old fence; thence N 05 degrees 08 minutes 42 seconds W, along the said old fence line, a distance of 605.88 feet to the POINT OF BEGINNING: Continue thence N 05 degrees 08 minutes 42 seconds W, along the old fence line, a distance of 237.91 feet to a concrete monument; thence along an old fence line N 88 degrees 46 minutes 11 seconds W, a distance of 68.89 feet; thence N 00 degrees 07 minutes 56 seconds W, along an old fence line, a distance of 549.94 feet, to a point on the Southerly right of way line of Florida St. Road 577 (Also known as Brooksville Truck By-pass); thence along the said southerly right of way line of Florida State Road No. 577, S 86 degrees 01 minutes 41 seconds W, a distance of 636.53 feet to its point of intersection with the easterly right of way line of Hope Hill Road; thence along the said easterly right of way line of Hope Hill road the following bearing and distance: S 02 degrees 25 minutes 10 seconds W, 754.89 feet; thence N 89 degrees 14 minutes 56 seconds E, a distance of 758.45 to the P.O. B. Said lands lying in and being a part of the SE 1/4 and the SW 1/4 of Section 27. Township 22 South, Range 19 East, Hernando County, Florida, and containing 12 acres, more or less. AS RECORDED IN O.R. 191 PG 537

Parcel# 590

Commencing at the Northeast corner of the SW 1/4 of the SE 1/4 of Section 27, Township 22 South, Range 19 East, Hernando County, Florida; run thence West along the 1/4 section line 743 feet, being on the South side of hard road, thence South 221 feet to the POINT OF BEGINNING, and run thence South 95 feet, thence East 175 feet, thence North 95 feet, thence West 175 feet to the POINT OF BEGINNING. TOGETHER with an easement for a road 24 feet in width running along the West side of the Grantor's property from a point on the South right-of-way line of the Barnett Road and extending South to the property herein conveyed. SUJECT to restrictions of record. AS RECORDED IN O.R. 606 PG 0288

Exhibit "A"
(Continued)

** OFFICIAL RECORDS **
BK: 1039 PG: 1872

Parcel # 40

Commencing at the Southwest corner of the Southeast quarter (SE1/4) of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, thence run North 00 degrees 52 minutes 29 seconds West, along the West line of said SE1/4 a distance of 1354.98 feet to the Northwest corner of the SW1/4 of the SE1/4 of said Section 27, thence run North 89 degrees 13 minutes 13 seconds East, along the North line of said SW1/4 of SE1/4 of said Section 27 a distance of 566.12 feet to the Point of Beginning, run thence North 00 degrees 00 minutes 37 seconds West a distance of 39.45 feet to the Southerly right-of-way line of State Road No. 577, thence North 89 degrees 27 minutes 23 seconds East, along the Southerly right-of-way line of State Road No. 577, a distance of 187.00 feet, thence South 00 degrees 00 minutes 37 seconds East, a distance of 38.85 feet, thence North 89 degrees 13 minutes 13 seconds East, a distance of 23.81 feet, thence South 00 degrees 46 minutes 47 seconds East, a distance of 131.51 feet, thence South 89 degrees 14 minutes 39 seconds West, a distance of 212.58 feet, thence North 00 degrees 00 minutes 37 seconds West, a distance of 131.26 feet to the Point of Beginning;
LESS any portion thereof included in deed from Arthur W. Harlow and Anna B. Harlow, his wife, to Hernando County, dated November 8, 1968, recorded in Official Record Book 163 at page 430 of the Public Records of Hernando County, Florida; AS RECORDED IN O.R. 534 PG 0286

Parcel # 6 & 21

Commencing at the Northwest corner of the NE 1/4 of Section 34, Township 22 South, Range 19 East, Hernando County, Florida; thence run North 89 degrees 41 minutes 36 seconds East a distance of 623.41 feet to the Point of Beginning; thence run South 01 degrees 01 minute 30 seconds East a distance of 842.96 feet; thence run South 89 degrees 34 minutes 33 seconds West a distance of 24.09 feet; thence run North 02 degrees 18 minutes 17 seconds East a distance of 155.76 feet; thence run North 88 degrees 35 minutes 23 seconds West a distance of 479.59 feet; thence run South 02 degrees 18 minutes 07 seconds West a distance of 171.15 feet; thence run South 89 degrees 34 minutes 33 seconds West a distance of 559.90 feet; thence run North 14 degrees 51 minutes 02 seconds East a distance of 1051.96 feet; thence run North 03 degrees 45 minutes 25 seconds East a distance of 432.95 feet; thence run North 88 degrees 54 minutes 37 seconds East a distance of 741.60 feet; thence run South 01 degrees 01 minutes 30 seconds East a distance of 612.33 feet to the Point of Beginning. All lying and being situate in Sections 27 and 34, Township 22 South, Range 19 East, Hernando County, Florida. AS RECORDED IN O.R. 595 PG 0814

Exhibit "A"

** OFFICIAL RECORDS **
BK: 1039 PG: 1873

Parcel # 460

Commence at the NW corner of SW 1/4 of SE 1/4 of Section 27, Township 22 South, Range 19 East, run thence North 0 degrees 13 minutes East along the 1/4 Section line to the South line of Blume Road, run thence North 88 degrees 45 minutes East a distance of 542.09 feet, along said road, run thence South 0 degrees 28 minutes 30 seconds West a distance of 396.51 feet to the Point of Beginning, continue thence South 0 degrees 28 minutes 30 seconds West a distance of 95 feet, run thence South 89 degrees 31 minutes 30 seconds East a distance of 175 feet, run thence North 0 degrees 28 minutes 30 seconds East a distance of 95 feet, run thence North 89 degrees 31 minutes 30 seconds West a distance of 175 feet to thePoint of Beginning. LESS the West 10 feet thereof which has previously been conveyed to Hernando County, Florida, for road right-of-way purposes. AS RECORDED IN O.R. 675 PG 189

Parcel # 480

Commencing at the NW corner of the SW 1/4 of SE 1/4 of Section 27, Township 22 South, Range 19 East, run thence North 0 degrees 13 minutes East along the 1/4 Section line to the South line of Bloom road; thence run North 88 degrees 45 minutes East along said road 542.09 feet; thence run South 0 degrees 28 minutes 30 seconds West 491.51 feet to the Point of Beginning; thence run South 89 degrees 31 minutes 30 seconds East 175.00 feet; thence run South 0 degrees 28 minutes 30 seconds West 95.5 feet; thence run South 88 degrees 20 minutes West 130.15 feet; thence run North 88 degrees 43 minutes West 44.85 feet; thence run North 0 degrees 28 minutes 30 seconds East 96.5 feet to the Point of Beginning.

Subject to an easement for road right-of-way over the west 10 feet of subject property in favor of Hernando County, Florida.

AS RECORDED IN O.R. 717 PG 1977

Parcel # 450

Commencing at the Northwest corner of the Southwest quarter (SW1/4) of the Southeast quarter (SE1/4) of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, run thence North 0 degrees 13 minutes East along the quarter section line to the South line of Bloom road, thence North 88 degrees 45 minutes East along said road 542.09 feet, thence South 0 degrees 28 minutes 30 seconds West 301.51 feet to a Point of Beginning; and run thence South 89 degrees 31 minutes 30 seconds East 17 feet, thence South 0 degrees 28 minutes 30 seconds West 95 feet, thence North 89 degrees 31 minutes 30 seconds West 175 feet, thence North 0 degrees 28 minutes 30 seconds East 95 feet to the Point of Beginning. LESS the West 10 feet thereof. AS RECORDED IN O.R. 556 PG 1292

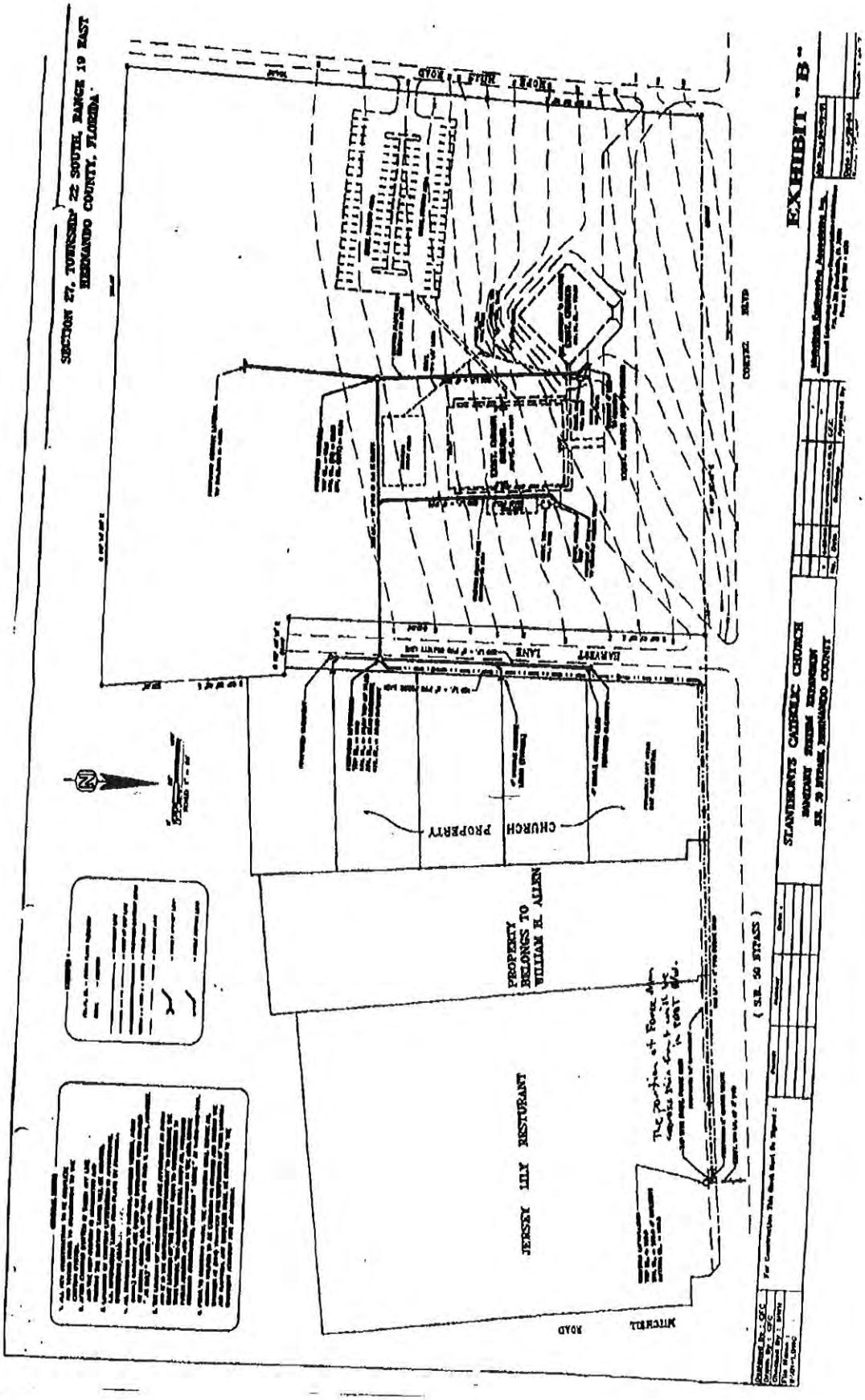


EXHIBIT "B"
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA
CHURCH PROPERTY
PROPERTY BELONGS TO WILLIAM H. ALLEN
JERSEY LILY RESTURANT
(S.R. 50 BYPASS)
ROAD

EXHIBIT "B"

LEGAL DESCRIPTION FOR VOLUNTARY ANNEXATION ORDINANCE

DIOCESE OF ST. PETERSBURG (ST. ANTHONY'S CATHLIC CHURCH)

Parcel # 11

Commencing at the SW corner of the SE 1/4 of Section 27, Township 22 South, Range 19 East, go thence N 89 degrees 14 minutes 56 seconds E, along the South line of said Section 27, a distance of 649.96 feet to its point of intersection with an old fence; thence N 05 degrees 08 minutes 42 seconds W, along the said old fence line, a distance of 605.88 feet to the POINT OF BEGINNING: Continue thence N 05 degrees 08 minutes 42 seconds W, along the old fence line, a distance of 237.91 feet to a concrete monument; thence along an old fence line N 88 degrees 46 minutes 11 seconds W, a distance of 68.89 feet; thence N 00 degrees 07 minutes 56 seconds W, along an old fence line, a distance of 549.94 feet, to a point on the Southerly right of way line of Florida St. Road 577 (Also known as Brooksville Truck By-pass); thence along the said southerly right of way line of Florida State Road No. 577, S 86 degrees 01 minutes 41 seconds W, a distance of 636.53 feet to its point of intersection with the easterly right of way line of Hope Hill Road; thence along the said easterly right of way line of Hope Hill road the following bearing and distance: S 02 degrees 25 minutes 10 seconds W, 754.89 feet; thence N 89 degrees 14 minutes 56 seconds E, a distance of 758.45 to the P.O. B. Said lands lying in and being a part of the SE 1/4 and the SW 1/4 of Section 27. Township 22 South, Range 19 East, Hernando County, Florida, and containing 12 acres, more or less. AS RECORDED IN O.R. 191 PG 537

Parcel# 590

Commencing at the Northeast corner of the SW 1/4 of the SE 1/4 of Section 27, Township 22 South, Range 19 East, Hernando County, Florida; run thence West along the 1/4 section line 743 feet, being on the South side of hard road, thence South 221 feet to the POINT OF BEGINNING, and run thence South 95 feet, thence East 175 feet, thence North 95 feet, thence West 175 feet to the POINT OF BEGINNING. TOGETHER with an easement for a road 24 feet in width running along the West side of the Grantor's property from a point on the South right-of-way line of the Barnett Road and extending South to the property herein conveyed. SUJECT to restrictions of record. AS RECORDED IN O.R. 606 PG 0288

EXHIBIT "B"

LEGAL DESCRIPTION FOR VOLUNTARY ANNEXATION ORDINANCE

Parcel # 40 **DIOCESE OF ST. PETERSBURG (ST. ANTHONY'S CATHLIC CHURCH)**

Commencing at the Southwest corner of the Southeast quarter (SE1/4) of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, thence run North 00 degrees 52 minutes 29 seconds West, along the West line of said SE1/4 a distance of 1354.98 feet to the Northwest corner of the SW1/4 of the SE1/4 of said Section 27, thence run North 89 degrees 13 minutes 13 seconds East, along the North line of said SW1/4 of SE1/4 of said Section 27 a distance of 566.12 feet to the Point of Beginning, run thence North 00 degrees 00 minutes 37 seconds West a distance of 39.45 feet to the Southerly right-of-way line of State Road No. 577, thence North 89 degrees 27 minutes 23 seconds East, along the Southerly right-of-way line of State Road No. 577, a distance of 187.00 feet, thence South 00 degrees 00 minutes 37 seconds East, a distance of 38.85 feet, thence North 89 degrees 13 minutes 13 seconds East, a distance of 23.81 feet, thence South 00 degrees 46 minutes 47 seconds East, a distance of 131.51 feet, thence South 89 degrees 14 minutes 39 seconds West, a distance of 212.58 feet, thence North 00 degrees 00 minutes 37 seconds West, a distance of 131.26 feet to the Point of Beginning;
LESS any portion thereof included in deed from Arthur W. Harlow and Anna B. Harlow, his wife, to Hernando County, dated November 8, 1968, recorded in Official Record Book 163 at page 430 of the Public Records of Hernando County, Florida; AS RECORDED IN O.R. 534 PG 0286

Parcel # 6 & 21

Commencing at the Northwest corner of the NE 1/4 of Section 34, Township 22 South, Range 19 East, Hernando County, Florida; thence run North 89 degrees 41 minutes 36 seconds East a distance of 623.41 feet to the Point of Beginning; thence run South 01 degrees 01 minute 30 seconds East a distance of 842.96 feet; thence run South 89 degrees 34 minutes 33 seconds West a distance of 24.09 feet; thence run North 02 degrees 18 minutes 17 seconds East a distance of 155.76 feet; thence run North 88 degrees 35 minutes 23 seconds West a distance of 479.59 feet; thence run South 02 degrees 18 minutes 07 seconds West a distance of 171.15 feet; thence run South 89 degrees 34 minutes 33 seconds West a distance of 559.90 feet; thence run North 14 degrees 51 minutes 02 seconds East a distance of 1051.96 feet; thence run North 03 degrees 45 minutes 25 seconds East a distance of 432.95 feet; thence run North 88 degrees 54 minutes 37 seconds East a distance of 741.60 feet; thence run South 01 degrees 01 minutes 30 seconds East a distance of 612.33 feet to the Point of Beginning. All lying and being situate in Sections 27 and 34, Township 22 South, Range 19 East, Hernando County, Florida. AS RECORDED IN O.R. 595 PG 0814

EXHIBIT "B"

LEGAL DESCRIPTION FOR VOLUNTARY ANNEXATION ORDINANCE

DIOCESE OF ST. PETERSBURG (ST. ANTHONY'S CATHLIC CHURCH)

Parcel # 460

Commence at the NW corner of SW 1/4 of SE 1/4 of Section 27, Township 22 South, Range 19 East, run thence North 0 degrees 13 minutes East along the 1/4 Section line to the South line of Blume Road, run thence North 88 degrees 45 minutes East a distance of 542.09 feet, along said road, run thence South 0 degrees 28 minutes 30 seconds West a distance of 396.51 feet to the Point of Beginning, continue thence South 0 degrees 28 minutes 30 seconds West a distance of 95 feet, run thence South 89 degrees 31 minutes 30 seconds East a distance of 175 feet, run thence North 0 degrees 28 minutes 30 seconds East a distance of 95 feet, run thence North 89 degrees 31 minutes 30 seconds West a distance of 175 feet to thePoint of Beginning. LESS the West 10 feet thereof which has previously been conveyed to Hernando County, Florida, for road right-of-way purposes. AS RECORDED IN O.R. 675 PG 189

Parcel # 480

Commencing at the NW corner of the SW 1/4 of SE 1/4 of Section 27, Township 22 South, Range 19 East, run thence North 0 degrees 13 minutes East along the 1/4 Section line to the South line of Bloom road; thence run North 88 degrees 45 minutes East along said road 542.09 feet; thence run South 0 degrees 28 minutes 30 seconds West 491.51 feet to the Point of Beginning; thence run South 89 degrees 31 minutes 30 seconds East 175.00 feet; thence run South 0 degrees 28 minutes 30 seconds West 95.5 feet; thence run South 88 degrees 20 minutes West 130.15 feet; thence run North 88 degrees 43 minutes West 44.85 feet; thence run North 0 degrees 28 minutes 30 seconds East 96.5 feet to the Point of Beginning.

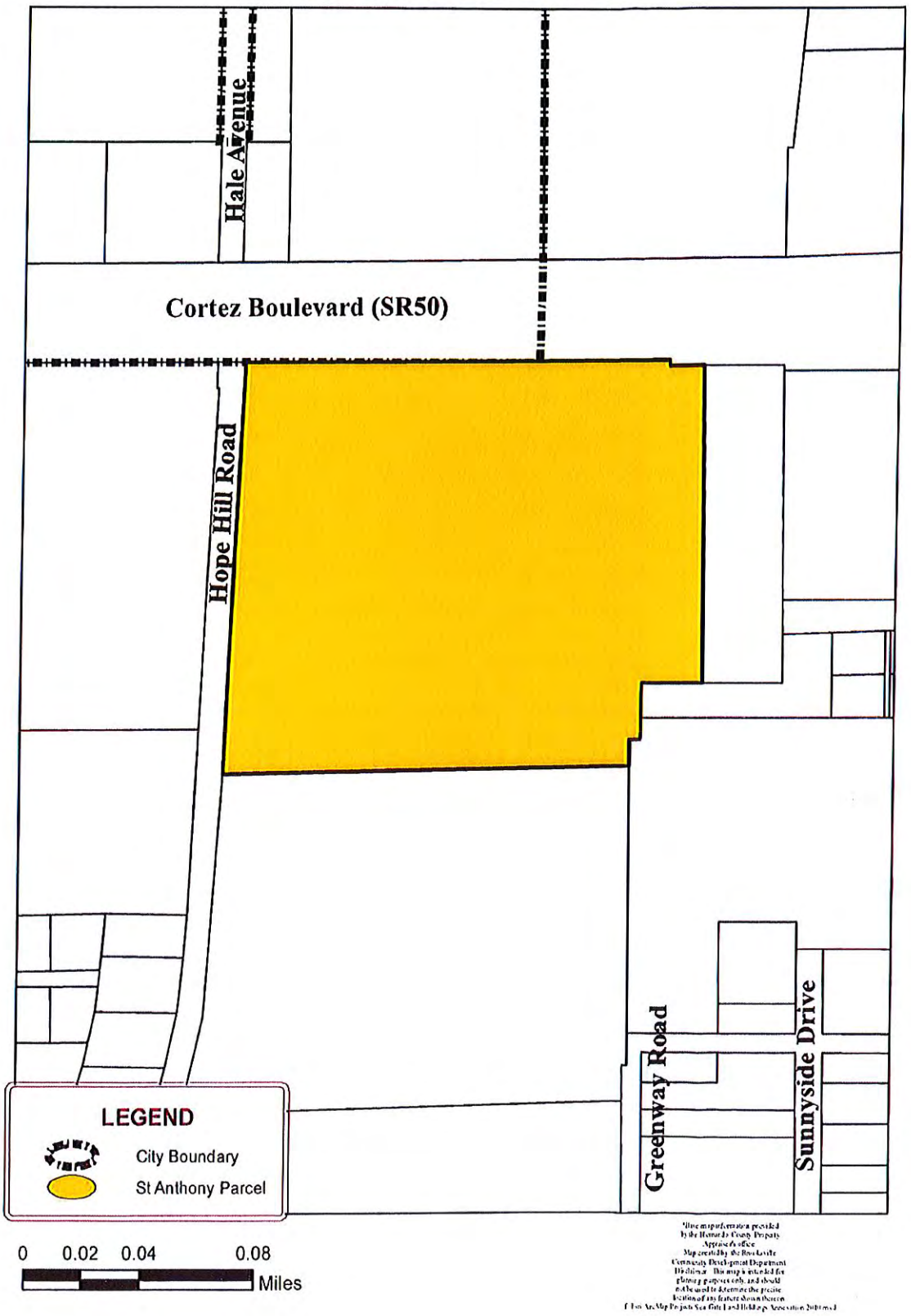
Subject to an easement for road right-of-way over the west 10 feet of subject property in favor of Hernando County, Florida.

AS RECORDED IN O.R. 717 PG 1977

Parcel # 450

Commencing at the Northwest corner of the Southwest quarter (SW1/4) of the Southeast quarter (SE1/4) of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, run thence North 0 degrees 13 minutes East along the quarter section line to the South line of Bloom road, thence North 88 degrees 45 minutes East along said road 542.09 feet, thence South 0 degrees 28 minutes 30 seconds West 301.51 feet to a Point of Beginning; and run thence South 89 degrees 31 minutes 30 seconds East 17 feet, thence South 0 degrees 28 minutes 30 seconds West 95 feet, thence North 89 degrees 31 minutes 30 seconds West 175 feet, thence North 0 degrees 28 minutes 30 seconds East 95 feet to the Point of Beginning, LESS the West 10 feet thereof; AS RECORDED IN O.R. 556 PG 1292

St. Anthony Catholic Church, Diocese of St. Petersburg
Annexation Petition
November 2015
Ord. No. 855- EXHIBIT "C"



City Council
AGENDA ITEM: G4
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 856—AX2015-10; CITY-INITIATED ANNEXATION FOR CARL J. KACARKA, SR. AND VIRGINIA M. KACARKA

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately one acre in size and is located immediately north of the intersection of Jefferson Street and Lucas Drive at 1006 Jefferson Street. On behalf of Carl J. Kacarka, Sr. and Virginia M. Kacarka, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Irrevocable Power of Attorney entered into by the First United Methodist Church of Brooksville, dated March 9, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1014, Pages 539 – 540, First United Methodist Church of Brooksville appointed the City as the duly authorized representative for instituting an annexation petition and it irrevocably consented to voluntary annexation. The Irrevocable Power of Attorney remains in force and effect for a period of 100 years from the execution date and is binding on First United Methodist Church, its heirs, assigns and successors in interest. Carl J. Kacarka, Sr. and Virginia M. Kacarka, as current owners of the property, are the successors in interest of the subject property.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The property is an irregular flag-shaped lot and has two Hernando County zoning designations, with the northern majority of the property designated R-1A (Residential) and the southern flag pole portion designated as C-2 (Highway Commercial). The property is developed with a single-family conventional dwelling and an accessory structure.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 856. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 856 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 856 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-10

Please print or type all information.

PROPERTY OWNER

Name: Carl J. Kacarka, Sr., and Virginia M. Kacarka, formally owned by United Methodist Church

Address: 1006 W. Jefferson St.

City: Brooksville, FL 34601-2426

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated March 9, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1014, pages 539 - 540.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 1006 W. Jefferson St.

Legal Description:

A lot 110 feet X 175 feet MOL in the North 175 feet of the East ¼ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 21, Township 22 S, Range 19 E; Hernando County, Florida

Tax Parcel # R21 422 19 0000 0760 0020 Parcel Key # 00354075

Highway & Street Boundaries: Jefferson Street and east of Estates Avenue

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 1.00 acres
(c) TOTAL ACREAGE: 1.00 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: R1A &C2/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 9, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1014, pages 539 - 540, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000527
EXPIRES: March 25, 2017

Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 9, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1014, pages 539 - 540, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

A lot 110 feet X 175 feet MOL in the North 175 feet of the East ¼ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 21, Township 22 S, Range 19 E; Hernando County, Florida

Tax Parcel # R21 422 19 0000 0760 0020 Parcel Key # 00354075

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Martha Rithinger
Print Name Martha Rithinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

A lot 110 feet X 175 feet MOL in the North 175 feet of the East ¼ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 21, Township 22 S, Range 19 E; Hernando County, Florida

Tax Parcel # R21 422 19 0000 0760 0020 Parcel Key # 00354075

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 9, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1014, pages 539 - 540 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification.

SIGNATURE OF NOTARY

NOTARY PUBLIC, STATE OF

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that Carl J. Kacarka, Sr., and Virginia M. Kacarka (formally owned by United Methodist Church) is the owner(s) of the herein described property, to-wit:

Legal Description:

A lot 110 feet X 175 feet MOL in the North 175 feet of the East ¼ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 21, Township 22 S, Range 19 E; Hernando County, Florida

Tax Parcel # R21 422 19 0000 0760 0020 Parcel Key # 00354075

Owner or Representative

ORDINANCE NO. 856

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First United Methodist Church owned in 1995 a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Carl J. Kacarka, Sr. and Virginia M. Kacarka purchased from First United Methodist Church and are currently the sole owners of the Property in the area proposed to be annexed; and,

WHEREAS, First United Methodist Church entered into an Irrevocable Power of Attorney dated March 9, 1995 and recorded in the Public Records of Hernando County, Florida, Book 1014, pages 539 – 540; and

WHEREAS, the Irrevocable Power of Attorney remains in force and effect for a period of 100 years from the execution date and is binding on First United Methodist Church, its heirs, assigns and successors in interest; and,

WHEREAS, Carl J. Kacarka, Sr. and Virginia M. Kacarka as current owners of the Property in the area proposed to be annexed are the successors in interest of said Property; and,

WHEREAS, as successors in interest Carl J. Kacarka, Sr., and Virginia M. Kacarka appointed the City as its duly authorized representative for instituting an annexation petition and irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property and to redefine the boundary lines of the City to include said Property has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Carl J. Kacarka, Sr., and Virginia M. Kacarka (formally owned by First United Methodist Church), into the City of Brooksville, Florida, pursuant to the annexation provisions of the Irrevocable Power of Attorney, attached as Exhibit A and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property (formally owned by First United Methodist Church), as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Carl J. Kacarka, Sr., and Virginia M. Kacarka (formally owned by First United Methodist Church) for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 0035475 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Commencing at the Northeast corner of the Southwest ¼ of section 27, township 22 South, Range 19 East, Hernando County, Florida, go thence North 88°38'58" West along the ¼ section line a distance of 807.04 feet, thence South 01°50'32" West a distance of 577.53 feet to the POINT OF BEGINNING, thence continue South 01°50'32" West a distance of 125.0 feet, thence North 87°24'58" West a distance of 512.0 feet, thence North 01°50'32" East a distance of 125.0 feet, thence South 87°24'58" East a distance of 512.0 feet to the POINT OF BEGINNING.

A lot 110 feet X 175 feet MOL in the North 175 feet of the East ¼ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 21, Township 22 S, Range 19 E; Hernando County, Florida

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 856

Attest: _____ By: _____

Jennifer J. Battista, Acting Deputy City Clerk — Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

_____

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

R10.50
2cc 6.00

Exhibit "A"

FILE# 95-013594
HERNANDO COUNTY, FLORIDA

IRREVOCABLE POWER OF ATTORNEY

THAT First United Methodist Church of Brooksville have made, constituted and appointed and by these presents do make, constitute and appoint the **CITY OF BROOKSVILLE** or its duly authorized representative thereof as our true and lawful attorney for us and in our name, place and stead to act as our attorney in fact for the purpose of annexing into the **CITY OF BROOKSVILLE** pursuant to Section 171.044, Florida Statutes.

** OFFICIAL RECORDS **
BK: 1014 PG: 539

The said property being legally described as follows, to-wit:

SEE EXHIBIT "A" attached hereto and incorporated herein.

We do hereby give and grant to the **CITY OF BROOKSVILLE** this, our Irrevocable Power of Attorney to do a voluntary annexation by the CITY of the above described property at such time as the **CITY OF BROOKSVILLE** shall, in its sole discretion, petition to annex the above described property into the **CITY OF BROOKSVILLE**. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accordance with this grant of authority.

That this Power of Attorney shall remain in force and effect for a period of One Hundred (100) Years from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties herein that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as hereinabove set forth.

IN WITNESS WHEREOF, we have set our hands and seals this 9th day of March, 1995.

RCD May 02 1995 02:00pm
KAREN NICOLAI, CLERK

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Tracie L. Lowman (Witness)

[signature] (Witness)

Samuel C. Griffin Chairman Trustees

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 9th day of March, 1995, A.D. by the above person(s) Samuel C. Griffin, who is/~~are~~ personally known to me ~~or who has/have produced~~ _____ ~~as identification~~ and who ~~(DID)~~ (DID NOT) take an oath.

Jacqueline Railing
Notary Public, State of Florida

My Commission Expires:

Official Seal
JACQUELINE RAILING
Notary Public, State of Florida
My comm. expires June 20, 1995
Comm. No. CC 384658

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 19__, A.D. by the above person(s) _____, who is/are personally known to me or who has/have produced _____ as identification and who (DID) (DID NOT) take an oath.

_____
Notary Public, State of Florida

My Commission Expires:

EXHIBIT "A"

** OFFICIAL RECORDS **
BK: 1014 PG: 540

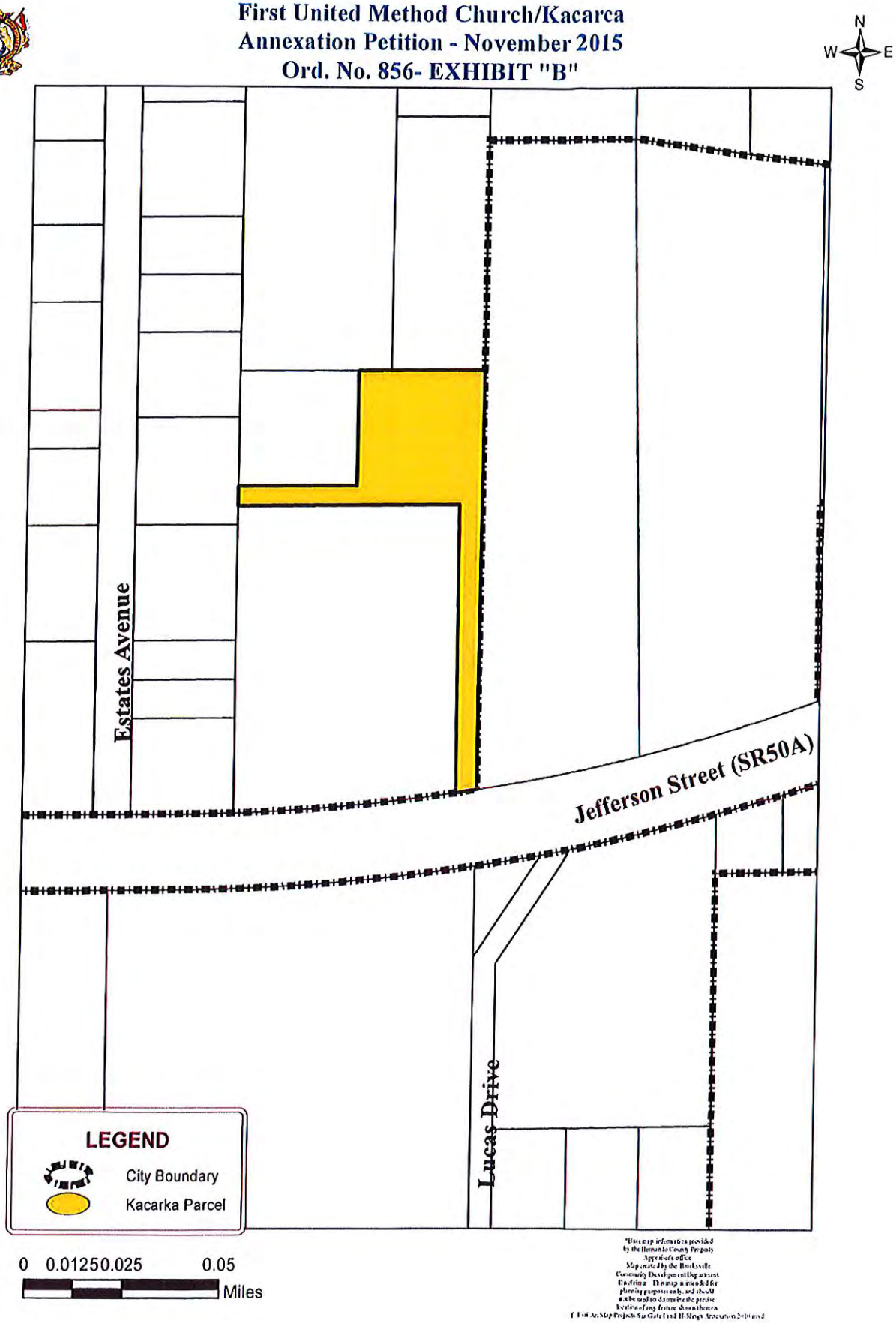
LEGAL DESCRIPTION FOR LEDWARD ESTATE PROPERTY
1006 W. JEFFERSON STREET:

A lot 110 feet x 175 feet MOL in the NORTH 175 feet of the EAST 1/4 of the SOUTHEAST 1/4 of the NORTHEAST 1/4 of the SOUTHWEST 1/4 of Section 21, Township 22 S, Range 19 E; Hernando County, Florida.

Prepared by Unity Contracting
P.O. Box 694
Brooksville, FL
34605-0694

A

First United Method Church/Kacarca
Annexation Petition - November 2015
Ord. No. 856- EXHIBIT "B"



City Council
AGENDA ITEM: G5
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 857—AX2015-09; CITY-INITIATED ANNEXATION FOR SAMUEL C. GRIFFIN AND KELLIE J. GRIFFIN

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 1.30 acres in size and is located at 1032 South Mildred Avenue, approximately 514 feet north Cortez Boulevard. On behalf of Samuel C. Griffin and Kellie J. Griffin, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Irrevocable Power of Attorney dated September 19, 2008 and recorded in the public record at Book 2595, Page 890, the City is the appointed duly authorized representative serving as attorney-in-fact for the purpose of executing and filing any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The property has a Hernando County zoning designation of PDP(SF) (Planned Development Project, Single-Family) and is developed with a single-family conventional dwelling and an accessory structure.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 857. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 857 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 857 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-09

Please print or type all information.

PROPERTY OWNER

Name: Samuel C. Griffin and Kellie J. Griffin

Address: 1032 S. Mildred Ave.

City: Brooksville, FL 34601-3602

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated September 19, 2008 and recorded in the Public Records of Hernando County, Florida, Book 2595, Page 890.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 1032 S. Mildred Ave.

Legal Description:

Commencing at the Northeast corner of the Southwest ¼ of section 27, township 22 South, Range 19 East, Hernando County, Florida, go thence North 88°38'58" West along the ¼ section line a distance of 807.04 feet, thence South 01°50'32" West a distance of 577.53 feet to the POINT OF BEGINNING, thence continue South 01°50'32" West a distance of 125.0 feet, thence North 87°24'58" West a distance of 512.0 feet, thence North 01°50'32" East a distance of 125.0 feet, thence South 87°24'58" East a distance of 512.0 feet to the POINT OF BEGINNING.

LESS the Easterly 40.0 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

Tax Parcel # R27 422 19 0000 0360 0010 Parcel Key # 01251031

Highway & Street Boundaries: Parcel located on South Mildred Ave. north of Cortez Blvd and east of Sabra Drive

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 1.30 acres
(c) TOTAL ACREAGE: 1.30 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: PDP(SF)/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated September 19, 2008 and recorded in the Public Records of Hernando County, Florida, Book 2595, Page 890, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer J. Battista
Notary Public

JENNIFER J. BATTISTA
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in Irrevocable Irrevocable Power of Attorney dated September 19, 2008 and recorded in the Public Records of Hernando County, Florida, Book 2595, Page 890, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

Commencing at the Northeast corner of the Southwest ¼ of section 27, township 22 South, Range 19 East, Hernando County, Florida, go thence North 88°38'58" West along the ¼ section line a distance of 807.04 feet, thence South 01°50'32" West a distance of 577.53 feet to the POINT OF BEGINNING, thence continue South 01°50'32" West a distance of 125.0 feet, thence North 87°24'58" West a distance of 512.0 feet, thence North 01°50'32" East a distance of 125.0 feet, thence South 87°24'58" East a distance of 512.0 feet to the POINT OF BEGINNING.

LESS the Easterly 40.0 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

Tax Parcel # R27 422 19 0000 0360 0010 Parcel Key # 01251031

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Martha Rittinger
Print Name Martha Rittinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

Commencing at the Northeast corner of the Southwest ¼ of section 27, township 22 South, Range 19 East, Hernando County, Florida, go thence North 88°38'58" West along the ¼ section line a distance of 807.04 feet, thence South 01°50'32" West a distance of 577.53 feet to the POINT OF BEGINNING, thence continue South 01°50'32" West a distance of 125.0 feet, thence North 87°24'58" West a distance of 512.0 feet, thence North 01°50'32" East a distance of 125.0 feet, thence South 87°24'58" East a distance of 512.0 feet to the POINT OF BEGINNING.

LESS the Easterly 40.0 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

Tax Parcel # R27 422 19 0000 0360 0010 Parcel Key # 01251031

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated September 19, 2008 and recorded in the Public Records of Hernando County, Florida, Book 2595, Page 890 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennene Norman-Vacha who is personally known to me or who has produced _____ as identification.

Jennifer J. Battista
SIGNATURE OF NOTARY

NOTARY SEAL/STAMP

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER J. BATTISTA
COMMISSION # FF000627
EXPIRES: March 25, 2017

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that Samuel C. Griffin and Kellie J. Griffin are the owner(s) of the herein described property, to-wit:

Legal Description:

Commencing at the Northeast corner of the Southwest ¼ of section 27, township 22 South, Range 19 East, Hernando County, Florida, go thence North 88°38'58" West along the ¼ section line a distance of 807.04 feet, thence South 01°50'32" West a distance of 577.53 feet to the POINT OF BEGINNING, thence continue South 01°50'32" West a distance of 125.0 feet, thence North 87°24'58" West a distance of 512.0 feet, thence North 01°50'32" East a distance of 125.0 feet, thence South 87°24'58" East a distance of 512.0 feet to the POINT OF BEGINNING.

LESS the Easterly 40.0 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

Tax Parcel # R27 422 19 0000 0360 0010 Parcel Key # 01251031

Owner or Representative

ORDINANCE NO. 857

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Samuel C. Griffin and Kellie J. Griffin, owners of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Samuel C. Griffin and Kellie J. Griffin are currently the sole owners of the Property in the area proposed to be annexed; and,

WHEREAS, Samuel C. Griffin and Kellie J. Griffin entered into an Irrevocable Power of Attorney dated September 19, 2008 and recorded in the Public Records of Hernando County, Florida, Book 2595, Page 890; and

WHEREAS, Samuel C. Griffin and Kellie J. Griffin appointed the City as its duly authorized representative for instituting an annexation petition and irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property and to redefine the boundary lines of the City to include said Property has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Samuel C. Griffin and Kellie J. Griffin, into the City of Brooksville, Florida, pursuant to the annexation provisions of the Irrevocable Power of Attorney, attached as Exhibit A and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Samuel C. Griffin and Kellie J. Griffin for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 01251031 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Commencing at the Northeast corner of the Southwest ¼ of section 27, township 22 South, Range 19 East, Hernando County, Florida, go thence North 88°38'58" West along the ¼ section line a distance of 807.04 feet, thence South 01°50'32" West a distance of 577.53 feet to the POINT OF BEGINNING, thence continue South 01°50'32" West a distance of 125.0 feet, thence North 87°24'58" West a distance of 512.0 feet, thence North 01°50'32" East a distance of 125.0 feet, thence South 87°24'58" East a distance of 512.0 feet to the POINT OF BEGINNING.

LESS the Easterly 40.0 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 857

Attest: _____ By: _____

Jennifer J. Battista, Acting Deputy City Clerk — Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

Exhibit "A"

2008051631
ROBIN 2595/890

LT1-2-2008051631-1

OFFICIAL RECORDS
BK: 2595 PG: 890

LT2-2595-890-1

09/19/2008 4:40PM # Pages 1
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

12 ✓

IRREVOCABLE POWER OF ATTORNEY

That Samuel C. Griffin and Kellie J. Griffin, Husband and Wife, have made, constituted and appointed and by these presents do make, constitute and appoint the CITY of BROOKSVILLE or its duly authorized representative thereof as our true and lawful attorney for us in and our name, place and stead to act as our attorney in fact for the purpose of annexing into the CITY of BROOKSVILLE pursuant to Section 171.004, Florida Statutes.

The said property being legally described as follows, to-wit:

Commencing at the Northeast corner of the Southwest 1/4 of section 27, Township 22 South, Range 19 East, Hernando County, Florida, go thence North 88°38'56" West along the1/4 section line a distance of 807.04 feet, thence South 01°50'32" West a distance of 577.53 feet to the POINT OF BEGINNING, thence continue South 01°50'32" West a distance of 125.0 feet, thence North 87°24'58" West a distance of 512.0 feet, thence North 01°50'32" East a distance of 125.0 feet, thence South 87°24'58" East a distance of 512.0 feet to the POINT OF BEGINNING.

LESS the Easterly 40.0 feet thereof to be used for road right-of-way purposes. Said lands lying in and being a part of the Southwest1/4 of Section 27, Township 22 South, Range 19 East, Hernando County, Florida.

We do hereby give and grant to the CITY of BROOKSVILLE this our Irrevocable Power of Attorney to do a voluntary annexation by the City of the above described property at such time as the CITY of BROOKSVILLE shall in its sole discretion petition to annex the above described property into the CITY of BROOKSVILLE. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accord with this grant of authority.

That this Power of Attorney shall remain in force and effect for a period of Forty-nine (49) years, from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties herein that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as herein above set forth.

IN WITNESS HEREOF, we have set our hands and seals this 19 day of Sept, 2008.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness: Patricia G. Skipper
Print Name: Patricia G. Skipper

Grantor: [signature] (LS)
Print Name: Samuel C. Griffin

Witness: Patricia G. Skipper
Print Name: Patricia G. Skipper

Grantor: [signature] (LS)
Print Name: Kellie J Griffin

ACKNOWLEDGMENT

STATE OF Florida, COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 19 day of Sept, 2008 A.D. by the above person(s) Sam & Kellie Griffin, who is personally known to me or who has produced _____ as identification and who (DID) (DID NOT) take an oath.

Patricia G. Skipper
Signature of Notary

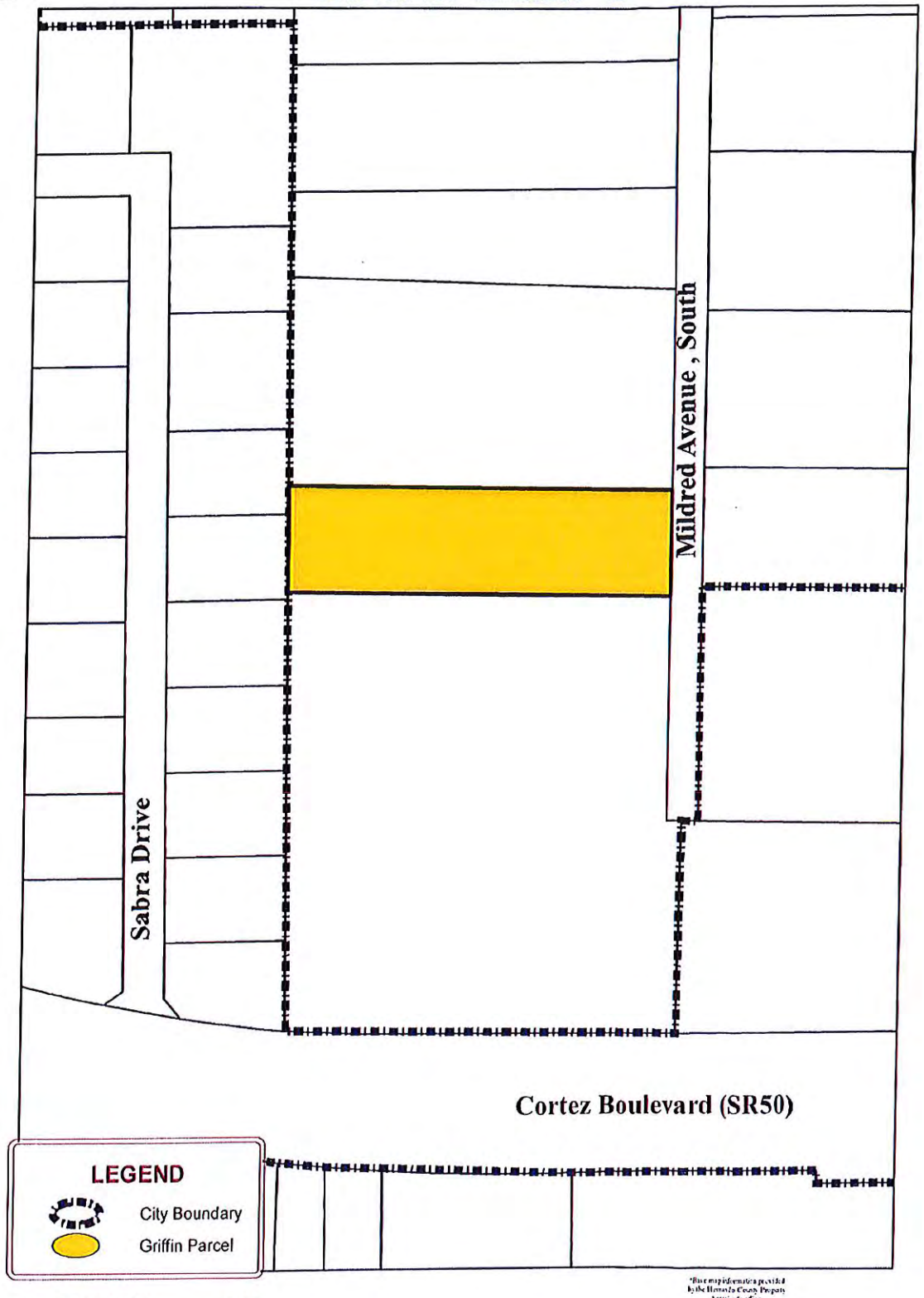
PATRICIA G. SKIPPER
MY COMMISSION # DD529706
EXPIRES: Mar. 16, 2010
Florida Notary Service.com

Print, Type, Or Stamp Commission

Recorded and Return to:
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

R

Griffin Annexation Petition
November 2015
Ord. No. 857- EXHIBIT "B"



City Council
AGENDA ITEM: G6
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER SG

SUBJECT: ORDINANCE NO. 858—AX2015-07; CITY-INITIATED ANNEXATION FOR BALOGH PROPERTIES, LLC.

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately one-half acres in size and is located at 7127 Young Street at the southwest corner of the intersection of Young Street and V.F.W. Road. On behalf of Balogh Properties, LLC., the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Irrevocable Power of Attorney entered into by Raymond L. Lucas III, dated March 22, 2005 and recorded in the Public Records of Hernando County, Florida, Book 1990, Page 1898, Raymond L. Lucas III appointed the City as the duly authorized representative for instituting an annexation petition and it irrevocably consented to voluntary annexation. The Irrevocable Power of Attorney remains in force and effect for a period of 49 years from the execution date and is binding on Raymond L. Lucas III, his heirs, assigns and successors in interest. Balogh Properties, LLC., as the current owner of the property, is the successor in interest of the subject property.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The property has a Hernando County zoning designation of R-1A (Residential) and is developed with a single-family conventional dwelling and an accessory structure.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to

petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 858. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 858 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 858 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-07

Please print or type all information.

PROPERTY OWNER

Name: Balogh Properties LLC, formally owned by Raymond L. Lucus III

Address: 7426 Hazel Nut Dr.

City: Webster, Fl. 33597-9299

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated March 22, 2005 and recorded in the Public Records of Hernando County, Florida, Book 1990, Page 1898.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 7127 Young Street

Legal Description:

Lots 1 through 6, BROOKSVILLE ESTATES SOUTH, as per plat thereof, as recorded in Plat Book 6, Page 41, Public Records of Hernando County, Florida. O.R. Book 1608, Page 1394.

Tax Parcel # R33 222 19 1500 0000 0010 Parcel Key # 00151677

Highway & Street Boundaries: Parcel located on Young Street, south of VFW Road and east of Baird Mobile Home Park

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: .50 acres
(c) TOTAL ACREAGE: .50 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: R1A/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 22, 2005 and recorded in the Public Records of Hernando County, Florida, Book 1990, Page 1898, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 22, 2005 and recorded in the Public Records of Hernando County, Florida, Book 1990, Page 1898, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

Lots 1 through 6, BROOKSVILLE ESTATES SOUTH, as per plat thereof, as recorded in Plat Book 6, Page 41, Public Records of Hernando County, Florida. O.R. Book 1608, Page 1394.

Tax Parcel # R33 222 19 1500 0000 0010 Parcel Key # 00151677

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Martha Rithinger
Print Name Martha Rithinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

Lots 1 through 6, BROOKSVILLE ESTATES SOUTH, as per plat thereof, as recorded in Plat Book 6, Page 41, Public Records of Hernando County, Florida. O.R. Book 1608, Page 1394.

Tax Parcel # R33 222 19 1500 0000 0010 Parcel Key # 00151677

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated March 22, 2005 and recorded in the Public Records of Hernando County, Florida, Book 1990, Page 1898 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Pernando

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jerrene Norman Vacha, who is personally known to me or who has produced _____ as identification.

Jennifer Battista
SIGNATURE OF NOTARY

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
NOTARY SEAL/STAMP

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that Balogh Properties LLC, formally owned by Raymond L. Lucus III, are the owner(s) of the herein described property, to-wit:

Legal Description:

Lots 1 through 6, BROOKSVILLE ESTATES SOUTH, as per plat thereof, as recorded in Plat Book 6, Page 41, Public Records of Hernando County, Florida. O.R. Book 1608, Page 1394.

Tax Parcel # R33 222 19 1500 0000 0010 Parcel Key # 00151677

Owner or Representative

ORDINANCE NO. 858

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Raymond L. Lucas III owned in 2005 a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Balogh Properties, LLC. purchased the Property and is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Raymond L. Lucas III entered into an Irrevocable Power of Attorney dated March 22, 2005 and recorded in the Public Records of Hernando County, Florida, Book 1990, Page 1898; and

WHEREAS, the Irrevocable Power of Attorney remains in force and effect for a period of 49 years from the execution date and is binding on Raymond L. Lucas III, his heirs, assigns and successors in interest; and,

WHEREAS, Balogh Properties, LLC. as current owner of the Property in the area proposed to be annexed is the successor in interest of said Property; and,

WHEREAS, as successor in interest Balogh Properties, LLC. appointed the City as its duly authorized representative for instituting an annexation petition and it irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property and to redefine the boundary lines of the City to include said Property has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Balogh Properties LLC. into the City of Brooksville, Florida, pursuant to the annexation provisions of the Irrevocable Power of Attorney, attached as Exhibit "A" and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property (formerly owned by Raymond L. Lucas III), as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Balogh Properties, LLC. for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00151677 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Lots 1 through 6, BROOKSVILLE ESTATES SOUTH, as per plat thereof, as recorded in Plat Book 6, Page 41, Public Records of Hernando County, Florida. O.R. Book 1608, Page 1394.

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 858

Attest: _____
Jennifer J. Battista, Acting Deputy City Clerk

By: _____
Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

ID.33 Not C

Exhibit "A"

OFFICIAL RECORDS
BK: 1990 PG: 1898

Doc# 2005022853
Hernando County, Florida
03/22/2005 12:53PM
KAREN NICOLAI, Clerk

1/2

IRREVOCABLE POWER OF ATTORNEY

That **RAYMOND L. LUCAS III**, a single man, have made, constituted and appointed and by these presents do make, constitute and appoint the **CITY of BROOKSVILLE** or its duly authorized representative thereof as our true and lawful attorney for us in and our name, place and stead to act as our attorney in fact for the purpose of annexing into the **CITY of BROOKSVILLE** pursuant to Section 171.004, Florida Statutes.
The said property being legally described as follows, to-wit:

Lots 1 through 6, BROOKSVILLE ESTATES SOUTH, as per plat thereof, as recorded in Plat Book 6, Page 41, Public Records of Hernando County, Florida.
Parcel Identification Number: R33-222-19-1500-0000-0010 O.R. Bk 1606 PG. 1394

We do hereby give and grant to the **CITY of BROOKSVILLE** this our Irrevocable Power of Attorney to do a voluntary annexation by the City of the above described property at such time as the **CITY of BROOKSVILLE** shall in its sole discretion petition to annex the above described property into the **CITY of BROOKSVILLE**. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accord with this grant of authority.

That this Power of Attorney shall remain in force and effect for a period of Forty-nine (49) Years from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties herein that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as hereinabove set forth.

IN WITNESS HEREOF, we have set our hands and seals this 22nd day of March, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Tracey Merry — Witness
Tracey Merry

Shirley Maurer — Witness
Shirley Maurer

Raymond L. Lucas III (L.S.)
RAYMOND L. LUCAS III
7127 Young St
Brooksville, Fl 34601

(L.S.)

ACKNOWLEDGEMENT

STATE OF Florida, COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 22nd day of March, 2005 A.D. by the above person(s) Raymond L Lucas III who is personally known to me or who has produced

Fl DL as identification and who (DID) (DID NOT) take an oath.

ROBIN LEE GATLAND
MY COMMISSION # DD 058552
EXPIRES: September 27, 2008
Bonded Thru Notary Public Underwriters

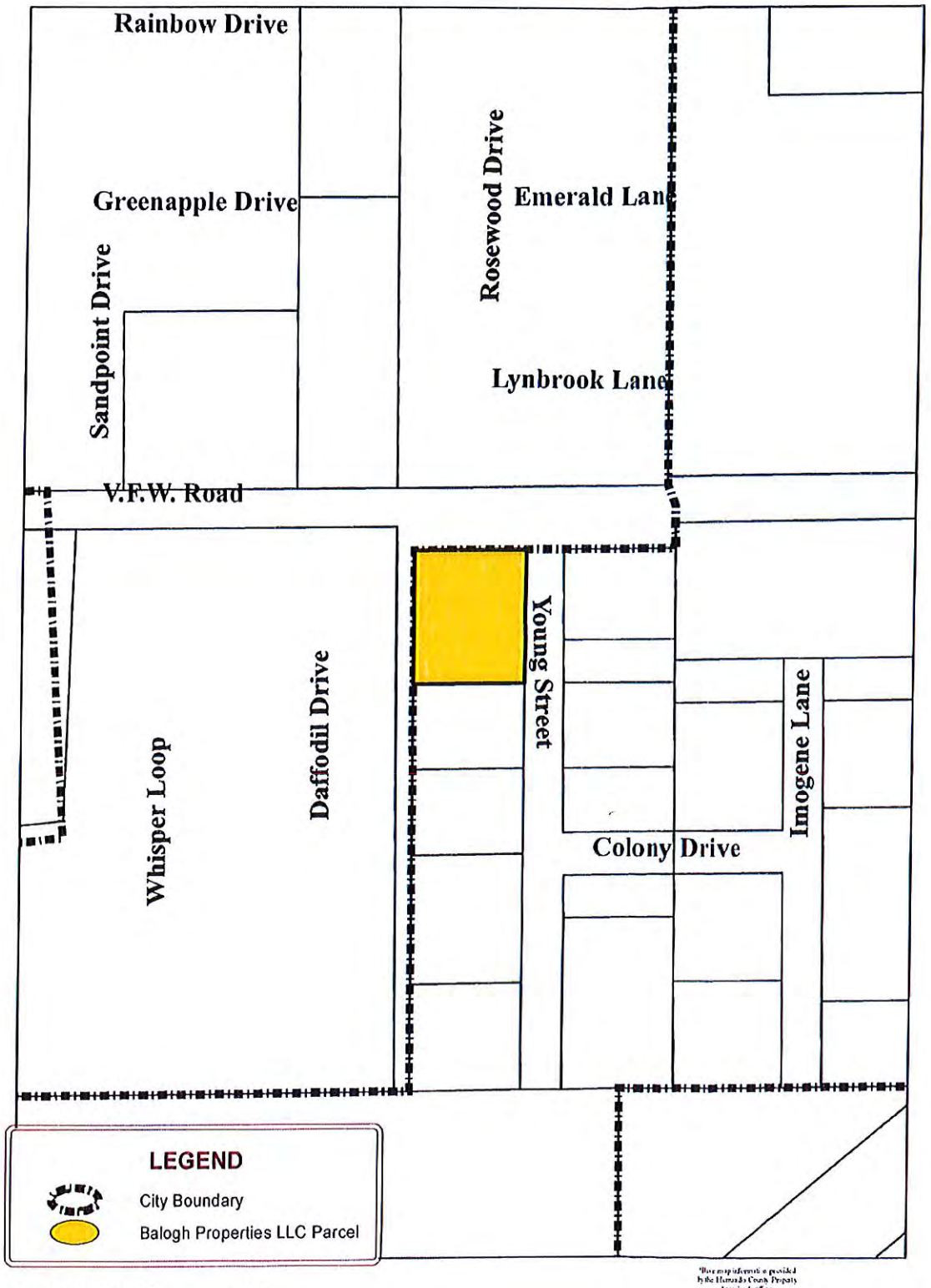
Robin Lee Gatland
Signature of Notary

Print, Type, Or Stamp Commission

CITY CLERK
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

U:\DSTEW\Wp\RAYMONDLLUCASIII.wpd

Balogh Properties, LLC Annexation Petition
November 2015
Ord. No. 858- EXHIBIT "B"



City Council
AGENDA ITEM: G7
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 859—AX2015-12; CITY-INITIATED ANNEXATION FOR HERNANDO COUNTY HOUSING AUTHORITY

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 5.10 acres in size and is located at 20180 Barnett Road, immediately west of the intersection of Barnett Road and Cortez Boulevard. On behalf of the Hernando County Housing Authority, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Annexation Element of the Utility Services Agreement dated November 19, 2010, and recorded in the public record at Book 2784, Pages 1167 through 1184, the City is the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan, and a Hernando County PDP(MF) (Planned Development Project, Multifamily) zoning designation. The property is developed as a multi-family residential complex.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 859. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 859 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 859 with Exhibit "A," Utility Services Agreement and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-12

Please print or type all information.

PROPERTY OWNER

Name: Hernando County Housing Authority (Magnolia Gardens)

Address: PO BOX 31575

City: Independence, OH 44131-0575

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Utility Service Agreement dated November 19, 2010 and recorded in the Public Records of Hernando County, Florida, Book 2784, pages 1167 - 1184.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 20180 Barnett Road

Legal Description:

For a point of beginning, commence at the Southwest corner of the North ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida; thence along the West boundary of the Southwest ¼ of said section 27, North 00°23'50" West a distance of 335.98 feet to a point on the South right of way line of Barnett Road; thence along the South right of way line of Barnet Road, North 89°36'07" East a distance of 660.44 feet; thence leaving said right of way, South 00°27'28" East a distance of 336.53 feet to the Southeast corner of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27; thence along the South boundary of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27, South 89°38'58" West a distance of 660.79 feet to the POINT OF BEGINNING..

Containing 5.10 acres, more or less.

Tax Parcel # R27 422 19 0000 0500 0000 Parcel Key # 00358437

Highway & Street Boundaries: Located on Barnett Road (access road between U.S. 41 and Cortez Blvd), on the south side of road

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 5.10 acres
(c) TOTAL ACREAGE: 5.10 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: PDP(MF)/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated November 19, 2010 and recorded in the Public Records of Hernando County, Florida, Book 2784, pages 1167 - 1184, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated November 19, 2010 and recorded in the Public Records of Hernando County, Florida, Book 2784, pages 1167 - 1184, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

For a point of beginning, commence at the Southwest corner of the North ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida; thence along the West boundary of the Southwest ¼ of said section 27, North 00°23'50" West a distance of 335.98 feet to a point on the South right of way line of Barnett Road; thence along the South right of way line of Barnet Road, North 89°36'07" East a distance of 660.44 feet; thence leaving said right of way, South 00°27'28" East a distance of 336.53 feet to the Southeast corner of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27; thence along the South boundary of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27, South 89°38'58" West a distance of 660.79 feet to the POINT OF BEGINNING..

Containing 5.10 acres, more or less.

Tax Parcel # R27 422 19 0000 0500 0000 Parcel Key # 00358437

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Martha Rittinger
Print Name Martha Rittinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

For a point of beginning, commence at the Southwest corner of the North ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida; thence along the West boundary of the Southwest ¼ of said section 27, North 00°23'50" West a distance of 335.98 feet to a point on the South right of way line of Barnett Road; thence along the South right of way line of Barnet Road, North 89°36'07" East a distance of 660.44 feet; thence leaving said right of way, South 00°27'28" East a distance of 336.53 feet to the Southeast corner of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27; thence along the South boundary of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27, South 89°38'58" West a distance of 660.79 feet to the POINT OF BEGINNING..

Containing 5.10 acres, more or less.

Tax Parcel # R27 422 19 0000 0500 0000 Parcel Key # 00358437

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated November 19, 2010 and recorded in the Public Records of Hernando County, Florida, Book 2784, pages 1167 - 1184 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennene Norman-Lacha who is personally known to me or who has produced _____ as identification.

Jennifer Battista
SIGNATURE OF NOTARY

NOTARY SEAL/STAMP

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that the Hernando County Housing Authority (Magnolia Gardens) is the owner(s) of the herein described property, to-wit:

Legal Description:

For a point of beginning, commence at the Southwest corner of the North ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida; thence along the West boundary of the Southwest ¼ of said section 27, North 00°23'50" West a distance of 335.98 feet to a point on the South right of way line of Barnett Road; thence along the South right of way line of Barnet Road, North 89°36'07" East a distance of 660.44 feet; thence leaving said right of way, South 00°27'28" East a distance of 336.53 feet to the Southeast corner of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27; thence along the South boundary of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27, South 89°38'58" West a distance of 660.79 feet to the POINT OF BEGINNING..

Containing 5.10 acres, more or less.

Tax Parcel # R27 422 19 0000 0500 0000 Parcel Key # 00358437

Jennene Norman-Vacha

Owner or Representative

ORDINANCE NO. 859

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hernando County Housing Authority (Magnolia Gardens), owner of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, the Hernando County Housing Authority (Magnolia Gardens) is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, the Hernando County Housing Authority (Magnolia Gardens) entered into a Utility Service Agreement dated November 19, 2010 and recorded in the Public Records of Hernando County, Florida, Book 2784, pages 1167 – 1184; and,

WHEREAS, the Hernando County Housing Authority (Magnolia Gardens) appointed the City as its duly authorized representative for instituting an annexation petition and irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property, and to redefine the boundary lines of the City to include said Property has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of property owned by the Hernando County Housing Authority (Magnolia Gardens), into the City of Brooksville, Florida,pursuant to the annexation provisions of the Utility Service Agreement, attached as Exhibit A and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of the Hernando County Housing Authority (Magnolia Gardens) for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00358437 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

For a point of beginning, commence at the Southwest corner of the North ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 27, Township 22 South, Range 19 East, Hernando County, Florida; thence along the West boundary of the Southwest ¼ of said section 27, North 00°23'50" West a distance of 335.98 feet to a point on the South right of way line of Barnett Road; thence along the South right of way line of Barnet Road, North 89°36'07" East a distance of 660.44 feet; thence leaving said right of way, South 00°27'28" East a distance of 336.53 feet to the Southeast corner of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27; thence along the South boundary of the North ½ of the Southwest ¼ of the Southwest ¼ of said Section 27, South 89°38'58" West a distance of 660.79 feet to the POINT OF BEGINNING.

Containing 5.10 acres, more or less.

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be

required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA
ORDINANCE NO. 859

Attest: _____ By: _____
Jennifer J. Battista, Acting Deputy City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

PASSED on First Reading _____.

NOTICE Published on _____.

PASSED on Second & Final Reading _____.

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler ____
Mayor Burnett _____

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

Instr #2010061797 BK:2784 PG:1167 Filed & Recorded:11/22/2010 2:33:25 PM,#Pgs:18
Rec Fees:$154.50 JEP Deputy Clk, Karen Nicolai, Hernando County Clerk of Court

18/2

Exhibit "A"

Utility Service Agreement
between the

CITY OF BROOKSVILLE
and
The HERNANDO COUNTY HOUSING AUTHORITY
(Magnolia Gardens)

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 19th day of November, 2010, between the CITY OF BROOKSVILLE, Florida, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and the HERNANDO COUNTY HOUSING AUTHORITY, hereinafter referred to as the "DEVELOPER". For and in consideration of Ten Dollars ($10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the DEVELOPER proposes to build a sixty unit mult-family housing facility on property as described in Exhibit A, attached hereto, (hereinafter referred to as the "PROPERTY"). The PROPERTY is not presently within the City of Brooksville corporate limits, but is within the City's utility service area. The site plan is attached hereto as "Exhibit B" and is incorporated herein, in haec verba (hereinafter referred to as the "DEVELOPMENT");

WHEREAS, the DEVELOPER is desirous of building said facilities;

WHEREAS, the DEVELOPER hereby requests potable water and sanitary sewer service from the CITY subject to the parties entering into an AGREEMENT to provide said service for the DEVELOPMENT;

WHEREAS, the DEVELOPER also agrees to install on-site water and sewer utilities facilities to service the building(s) within the DEVELOPMENT as indicated in the attached Exhibit B;

WHEREAS, the CITY enters into this AGREEMENT pursuant to the provisions of Chapter 180, Florida Statutes, and in exercising such provisions as have been stipulated herein, the CITY agrees to fulfill all of its obligations and responsibilities for protecting the public health, safety, and welfare associated therewith pursuant to the law and the Constitution of the State of Florida, and the Comprehensive Land Use Plan of the City of Brooksville, Florida as adopted and approved;

WHEREAS, the CITY has certain ordinances and implementing policies in effect as of the date of this Agreement providing for connection to and service by CITY owned and operated utility systems;

WHEREAS, said ordinances additionally provide for the levying of specific fees, charges and assessments for said service to be rendered;

WHEREAS, the CITY is desirous of providing said services for the DEVELOPMENT and DEVELOPER is desirous of receiving such services; and

WHEREAS, the parties desire to delineate, make certain and define each of their respective responsibilities and obligations with respect to water and wastewater facilities for the DEVELOPMENT.

IT IS THEREFORE agreed by and between the parties, that in consideration of the mutual terms, covenants and conditions stated herein, the commitments by the DEVELOPER, the commitments by the CITY, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the CITY and DEVELOPER, that the parties hereby agree as follows:

1. Each of the preceding WHEREAS recitals herein are true and correct, and are incorporated herein, in haec verba.

2. The following attachments and exhibits are attached hereto and incorporated into the content of this AGREEMENT, *in haec verba*:

"Exhibit A" Legal Description
"Exhibit B" Site Plan
"Exhibit C" Wastewater Element
"Exhibit D" Water Element
"Exhibit E" Development Schedule
"Exhibit F" Annexation Element
"Exhibit G" Utility Fee Payment Element

3. Both parties agree that any Notices or other correspondence regarding this AGREEMENT shall be served by Certified Mail, Return Receipt Requested, at the following address designated by the Developer and CITY:

For the DEVELOPER: The Hernando County Housing Authority
1661 Blaise Drive
Brooksville, FL 34601

For the CITY: City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

4. The DEVELOPER agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements constructed by the DEVELOPER. The DEVELOPER also agrees to grant the CITY a utility easement, using the CITY'S Grant of Easement form attached hereto as Exhibit H, together with the right of ingress and egress within the DEVELOPMENT for those specific water and wastewater improvements which will be dedicated to the CITY that are not within the public right-of-way or easements. The DEVELOPER agrees to furnish the CITY officially recorded copies of all easements or right-of-way use permits obtained for the DEVELOPMENT.

5. The CITY and DEVELOPER acknowledge that this AGREEMENT provides terms, which constitute the CITY'S response to the DEVELOPER'S request for utility services from the CITY. The availability of such services is based upon and subject to the terms of this AGREEMENT and applicable regulations and regulatory approval by other governmental agencies if and as required.

6. The DEVELOPER and CITY acknowledge and agree that this agreement incorporates all of the terms and conditions between the parties with regard to the provision of water and wastewater services to the PROPERTY for the DEVELOPMENT and that this Agreement may not be modified orally. Any Amendments hereto shall be in writing and signed by the parties. The parties further acknowledge and agree that they have not relied on any oral representations or verbal agreements to induce them into entering into this agreement which are not incorporated herein.

7. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this AGREEMENT or the paragraphs or provisions herein.

8. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of this AGREEMENT.

9. Neither party shall declare the other in default of any provisions of this AGREEMENT without giving the other party at least thirty (30) calendar days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

10. The terms and provisions of this AGREEMENT shall be a commitment and obligation which shall not only bind the present DEVELOPER of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the DEVELOPER.

11. This AGREEMENT will be in full force and effect for a term of fifty (50) years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided herein.

12. The DEVELOPER shall reimburse the CITY for any costs incurred by the CITY to record this AGREEMENT in the official record books of Hernando County, Florida. Connection to the CITY'S Utility System will not be authorized until these recording costs are paid to the CITY.

13. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause which is beyond the reasonable control of the party from whom the affected performance was due. Such

impediments to performance by the parties include, but are not necessarily limited to acts of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government, individuals or the public.

14. In the event the DEVELOPER notifies the CITY that services are no longer required by the DEVELOPMENT, or the facilities are not operated and maintained by the DEVELOPER as required herein, service may be discontinued at the CITY'S option upon ninety (90) calendar days notice to DEVELOPER.

15. This AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this AGREEMENT will be Hernando County, Florida. The prevailing party in any litigation arising out of this AGREEMENT will be entitled to recover its reasonable costs and attorney's fees.

16. This AGREEMENT is predicated on the representation by the DEVELOPER that the specific use of the DEVELOPMENT will remain substantially the same as the use reflected in the Exhibits which are incorporated herein. The CITY may require an amendment to this AGREEMENT or a separate agreement in the event of a substantive change in scope of the DEVELOPMENT.

17. The CITY agrees to provide utility service only for the phases of the DEVELOPMENT described herein.

18. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT as indicated in "Exhibit G" attached hereto, compliance with all applicable regulations, all required permits being issued, with proof of such issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent, and shall become a part of this AGREEMENT.

19. Water and/or sewer improvements may not be placed in service until the applicable permit closeout certifications have been provided to the CITY in the form of an original or certified true copy of such permit documentation, and final inspection and approval by the CITY.

20. If construction of the required off-site facilities has not commenced within four (4) years after the execution hereof, or if the construction of the off-site facilities has not been completed within five (5) years after the execution of this Agreement, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) calendar days of written notice to DEVELOPER.

21. This commitment is subject to the prompt payment of CITY'S fees for water and wastewater services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.

22. All improvements installed by the DEVELOPER and dedicated to the CITY herein will remain the property of the DEVELOPER until accepted by the CITY in writing. Said improvements shall be maintained by the DEVELOPER until accepted by the CITY. Final acceptance will be given three hundred sixty five (365) calendar days following construction and final inspection and approval by the CITY. The CITY will perform a final inspection of the installed improvements thirty (30) calendar days prior to acceptance, and will provide the DEVELOPER a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the CITY prior to final acceptance due to a failure of the improvements installed by the DEVELOPER and the DEVELOPER'S unwillingness or inability to restore service within a four (4) hour period, shall be repaid by the DEVELOPER.

23. The DEVELOPER agrees to provide the CITY with one complete copy of the record drawings of all installed improvements, signed and certified by the project engineer, upon final completion of the DEVELOPMENT.

24. The DEVELOPER hereby affirms that it has the legal authority to construct the DEVELOPMENT as indicated in this AGREEMENT. The DEVELOPER agrees to indemnify and hold the CITY harmless from all claims of ownership for rights and privileges granted by the DEVELOPER to the CITY from any third parties.

<Remainder of Page Left Intentionally Blank>

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 19th day of November, 2010.

FOR THE DEVELOPER

By its,

By: Donald C. Singer, Executive Director

STATE OF FLORIDA

COUNTY OF Hernando

Execution of the foregoing instrument was acknowledged before me this 18 day of November, 2010, Donald C Singer who is personally known to me or who produced the following as identification

Notary Public

Maida M Watkins

Notary Name Printed

NOTARY PUBLIC-STATE OF FLORIDA
Maida M. Watkins
Commission # DD972207
Expires: MAR. 17, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

FOR THE CITY

City of Brooksville, Florida

By: T. Jennene Norman-Vacha, City Manager

ATTEST:

Janice Peters, City Clerk, CMC

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

Thomas S. Hogan Jr., City Attorney

Approved as to technical content and City requirements.

Will Smith, Utilities Superintendent

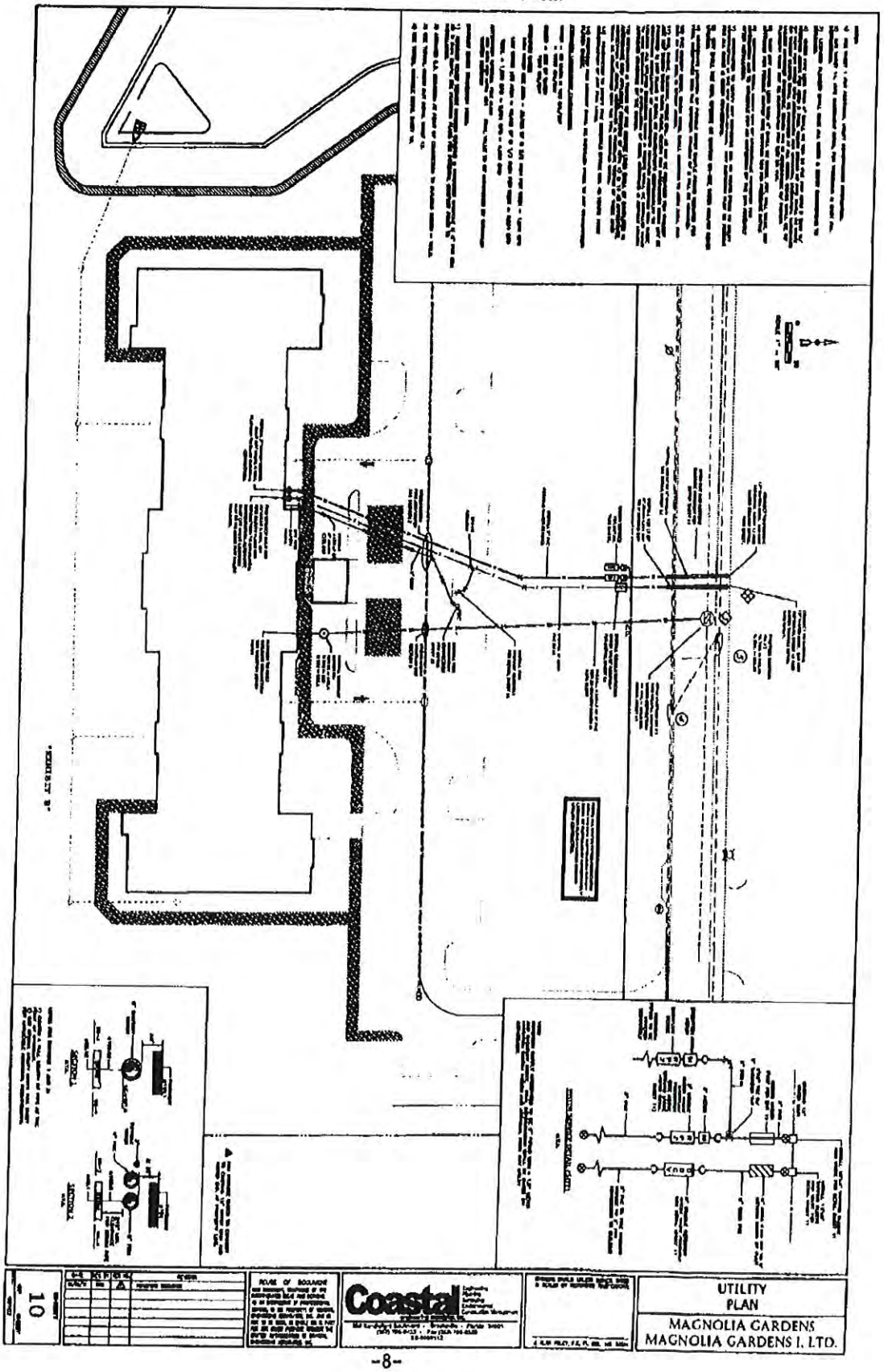
"EXHIBIT A"
LEGAL DESCRIPTION

DESCRIPTION: (METES AND BOUNDS PER THIS SURVEY)

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 27, N. 00°23'50" W. A DISTANCE OF 335.98 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BARNETT ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF BARNETT ROAD, N. 89°36'07" E. A DISTANCE OF 660.44 FEET; THENCE LEAVING SAID RIGHT OF WAY, S. 00°27'28" E. A DISTANCE OF 336.53 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27; THENCE ALONG THE SOUTH BOUNDARY OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27, S. 89°38'58" W. A DISTANCE OF 660.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.10 ACRES, MORE OR LESS

"EXHIBIT B"
SITE PLAN



"EXHIBIT C"
WASTEWATER ELEMENT

1. The DEVELOPER is hereby requesting sanitary sewer service from the CITY. The DEVELOPER agrees, at his own expense to install piping to the point of connection for the sole purpose of providing wastewater service to the DEVELOPMENT.

2. The point of connection will be an existing eight (8) inch gravity line located in the right of way of Barnett Road as shown on "Exhibit B". The DEVELOPER will install this connection in full compliance with CITY standards. The sewer line piping installed within the public right of way will become the property of the CITY upon final inspection and acceptance by the CITY. All sewer piping installed by the DEVELOPER within the PROPERTY will remain the maintenance responsibility of the DEVELOPER.

3. The DEVELOPER also agrees to install an in-ground grease interceptor on the sewer line from all food-prep and clean up areas within any on-site building and to maintain all grease separator devices so that grease is not a problem in the CITY's system or as may be required by City Code. The DEVELOPER agrees to provide the CITY full access to the DEVELOPMENT to inspect all grease separator devices.

4. The parties agree that wastewater facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and heirs of the property.

5. The DEVELOPER agrees to provide the CITY full access to the DEVELOPMENT to inspect the site for surface water intrusion.

6. The CITY represents and warrants that provided the DEVELOPER constructs the wastewater improvements described above, the CITY will have plant and other wastewater facilities capacity to provide wastewater service to the DEVELOPMENT, as contemplated by this Agreement.

7. The DEVELOPER agrees that all wastewater facilities will be designed and constructed in accordance with CITY Code and CITY standards as they exist at the effective date of the AGREEMENT.

"EXHIBIT D"
WATER ELEMENT

A. DEFINITIONS: For the purpose of this AGREEMENT, unless the context clearly indicates otherwise, the following terms shall have the following meanings.

1. WATER SUPPLY shall mean all off-site potable water lines and attendant facilities used to supply potable water to the DEVELOPMENT, as shown on Exhibit B.

2. WATER DISTRIBUTION shall mean all on-site potable water lines and attendant facilities that are within the specific physical boundaries or needs of the DEVELOPMENT.

B. WATER SUPPLY

1. The DEVELOPMENT shall be supplied potable water from the existing capacity of the CITY'S existing wells and water treatment plants.

2. The point of connection for the DEVELOPMENT is an existing twelve (12) inch water main in the right of way of Barnett Road, as shown in "Exhibit B". The DEVELOPER will be supplied potable water by installing a water line from the point of connection and said water line into the DEVELOPER'S property.

3. The DEVELOPMENT will be supplied fire suppression water by an eight (8) inch water line connected to the CITY'S existing twelve inch water line and extended to the DEVELOPMENT site as indicated in "Exhibit B" attached hereto. The DEVELOPER will install a double detector check valve immediately within the property line on the fire line. No potable connections will be allowed on the fire line.

C. WATER DISTRIBUTION: The DEVELOPER, at its own expense, agrees to install all water mains, service lines to lots or units, fire hydrants, backflow devices and appurtenances, as applicable, sized to be sufficient to provide water service within the DEVELOPMENT as shall be approved by the CITY. All water facilities installed downstream from the meter discharge or within the DEVELOPMENT will remain the property of the DEVELOPER.

D. METERS: The DEVELOPMENT shall be supplied potable water by the installation of a three (3) inch meter and a separate meter for irrigation water. Both meters will be installed with a reduced pressure back-flow device as shown on "Exhibit B". The DEVELOPER, at his expense, will install the water meters and backflow devices as shown in "Exhibit B". The back-flow devices will remain the property and maintenance responsibility of the DEVELOPER. The water meters will become the property and maintenance responsibility of the CITY upon completion and acceptance by the CITY.

E. MAINTENANCE OF INSTALLED FACILITIES: The parties agree that water facilities installed by the DEVELOPER and identified herein as owned by the DEVELOPER shall remain the property and maintenance responsibility of the DEVELOPER. The DEVELOPER, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the DEVELOPER and successors of the PROPERTY.

G. DESIGN AND PERMITTING STANDARDS: The DEVELOPER agrees that all water system design, permitting and construction shall comply with the rules, recommendation and specifications of the CITY, the American Water Works Association, the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY.

<Remainder of Page Left Intentionally Blank>

"EXHIBIT E"
DEVELOPMENT SCHEDULE

The DEVELOPER desires to begin construction of the DEVELOPMENT immediately and proceed with the DEVELOPMENT as rapidly as the market provides. If construction of the off-site facilities have not commenced within four (4) years after the execution hereof, or if the construction of the off-site facilities have not been completed within five (5) years after the execution of this AGREEMENT, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) calendar days of written notice to DEVELOPER.

<Remainder of Page Left Intentionally Blank>

RESOLUTION 2010 - 02

A RESOLUTION OF THE HERNANDO COUNTY HOUSING AUTHORITY AUTHORIZING THE TAKING OF ALL NECESSARY ACTION BY THE HERNANDO COUNTY HOUSING AUTHORITY AND HCHA-MAGNOLIA LLC IN CONNECTION WITH THE DEVELOPMENT AND FINANCING OF THE MAGNOLIA GARDENS AFFORDABLE HOUSING COMMUNITY; DELEGATING TO THE EXECUTIVE DIRECTOR OF THE HOUSING AUTHORITY THE AUTHORITY TO APPROVE ALL FINAL DOCUMENTS AND AGREEMENTS AND TO EXECUTE SUCH DOCUMENTS, AGREEMENTS AND CERTIFICATES ON BEHALF OF THE HOUSING AUTHORITY AND HCHA-MAGNOLIA LLC AS ARE NECESSARY IN ORDER TO FACILITATE THE CLOSING OF THE TRANSACTIONS RELATING TO SUCH DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hernando County Housing Authority ("HCHA") has previously authorized the creation of a Florida limited liability company named "HCHA-Magnolia, LLC" (the "HCHA LLC") of which the HCHA is the sole member, to facilitate the development of an affordable housing elderly community within the area of operation of the HCHA to be known as "Magnolia Gardens" (the "Development"); and

WHEREAS, the Development will be located on property owned by the HCHA and leased to Magnolia Gardens I, Ltd, a Florida limited partnership, (the "Partnership") in which the HCHA LLC is a co-general partner, pursuant to the terms of a ground lease agreement previously approved and entered into by the HCHA and the Partnership; and

WHEREAS, the HCHA and NRP Florida Development LLC (the "NRP LLC") entered into a Master Development Agreement approved by the HCHA on January 27, 2010 (the "Master Development Agreement"), pursuant to which the NRP LLC agreed to provide certain development, construction and property management services with respect to the Development, including, without limitation, obtaining sources of debt and equity funding for the Development; and

WHEREAS, the debt and equity funding for the Development includes the transfer of certain partnership interests in the Partnership through the admission of a limited partner and a special limited partner, a construction loan from Bank of America, N.A., a tax credit exchange loan through the Florida Housing Finance Corporation and a State Housing Initiatives Partnership (SHIP) loan through Hernando County, Florida; and

WHEREAS, it is necessary at this time for the HCHA, as the sole member of the HCHA LLC, to authorize the HCHA LLC to enter into agreements, contracts and other arrangements in connection with the Development and to approve the taking of all other necessary action on behalf of the HCHA and the HCHA LLC in connection with the Development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Hernando County Housing Authority as follows:

1. The form, terms and provisions of the documents with respect to the admission of Bank of America, as investor limited partner, and of Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as special limited partner, to the Partnership, are hereby in each and every respect approved, ratified and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Amended and Restated Limited Partnership Agreement of the Partnership (the "Partnership Agreement"), a draft of which in substantially final form is on file with the HCHA Executive Director, are hereby in each and every respect approved, ratified and confirmed.

2. The form, terms and provisions of the Master Development Agreement are hereby in each and every respect approved, ratified and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Master Development Agreement and such other documents as contemplated by the Partnership Agreement and the Master Development Agreement (the "HCHA LLC Documents") are hereby in each and every respect authorized, approved, ratified and confirmed. Notwithstanding the foregoing, the HCHA hereby approves an adjustment to the property management fee set forth in the Master Development Agreement by agreeing that such management fee shall not be less than $2,450 per month.

3. The HCHA LLC, as co-general partner of the Partnership, co-developer of the Development, or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver to Bank of America, N.A., in its capacity as lender, those certain documents, including, but not limited to, a promissory note, loan agreement, leasehold mortgage and security agreement, assignment of rents and security agreement, assignment of contracts, assignment and subordination agreement, collateral assignment and pledge of membership interests and security agreement, debtor/credit agreement, investor equity assignment and security agreement, assignment of loan proceeds and agency instruments, collateral assignment and pledge of developer fees and security agreement, joint and several hazardous material indemnification agreement, any certificates and closing certificates, any and all other documents to which the Partnership and/or the HCHA LLC (the "BANA Loan Documents") to be entered into in connection with the construction loan for the Development.

4. The HCHA LLC, as co-general partner of the Partnership, co-developer of the Development, or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver to the Florida Housing Finance Corporation, in its capacity as lender, those certain documents, including, but not limited to, a promissory note, loan agreement, leasehold mortgage and security agreement, land use restriction agreement, assignment of rents and security agreement, assignment of contracts, assignment and subordination agreement, collateral assignment and pledge of membership interests and security agreement, debtor/credit agreement, investor equity assignment and security agreement, assignment of loan proceeds and agency instruments, collateral assignment and pledge of developer fees and security agreement, joint and several hazardous material indemnification agreement, any certificates and closing certificates, any and all other documents to which the Partnership and/or the HCHA LLC (the "FHFC Loan

Documents") to be entered into in connection with the tax credit exchange loan for the Development.

5. The authorization of the HCHA LLC to enter into the HCHA LLC Documents, the BANA Loan Documents and the FHFC Loan Documents, as well as any documents related to the SHIP loan from Hernando County (collectively the "Development Documents") and that execution and delivery in the name and on behalf of the HCHA LLC or the HCHA, as applicable, by the Executive Director of the HCHA on behalf of the HCHA LLC or the HCHA, as applicable, of such documents, in the form as so executed and delivered is hereby approved, ratified and confirmed.

6. Action by the Executive Director of the HCHA, in his capacity as the Manager of the HCHA LLC and/or as the Executive Director of HCHA, as applicable, to do and perform, or cause to be done and performed, in the name and on behalf of the HCHA LLC or the HCHA, as applicable, or the execution and delivery, or causing to be executed and delivered, such other security agreements, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications, in the name and on behalf of the HCHA LLC, the HCHA or otherwise, as they, or any of them, may deem to be necessary or advisable in order to carry into effect the intent of the foregoing authorizations or to comply with the requirements of the instruments approved or authorized by the foregoing authorizations, is hereby approved, ratified and confirmed.

7. The Executive Director of the HCHA is hereby authorized to do and perform such other acts and things and to execute and deliver such other documents and agreements as the Executive Director may in his or her discretion deem reasonably necessary or proper to carry into effect the provisions of this Resolution and the closing of the transactions related to the Development.

8. The execution and delivery by the Executive Director of the HCHA, in his capacity as the manager of the HCHA LLC, of any of the aforesaid agreements, documents and instruments authorized in the foregoing resolutions and the taking by him of any acts in any way related to the transactions contemplated by the foregoing resolutions, and such other agreements, documents and instruments shall be conclusive evidence of his approval thereof and of his authority to execute and deliver such agreements, documents and instruments and to take and perform such acts in the name and on behalf of the HCHA LLC.

9. The Partnership, Bank of America, N.A., Banc of America CDC Special Holding Company, Inc., Florida Housing Finance Corporation, and Hernando County, FL, together with their successors and assigns, are hereby authorized to rely upon these resolutions, and upon any certificate of a duly appointed manager of the HCHA LLC with respect thereto until receipt of actual written notice of the revocation thereof, and may conclusively presume that the persons designated as officers of the HCHA LLC in any certificates signed by the manager of the HCHA LLC continue to hold office until actual receipt of a certificate from a duly appointed manager of the HCHA LLC to the contrary.

10. This resolution shall take effect immediately upon its adoption.

ADOPTED IN REGULAR SESSION THIS 27 DAY OF OCTOBER 2010 IN BROOKSVILLE, FLORIDA.

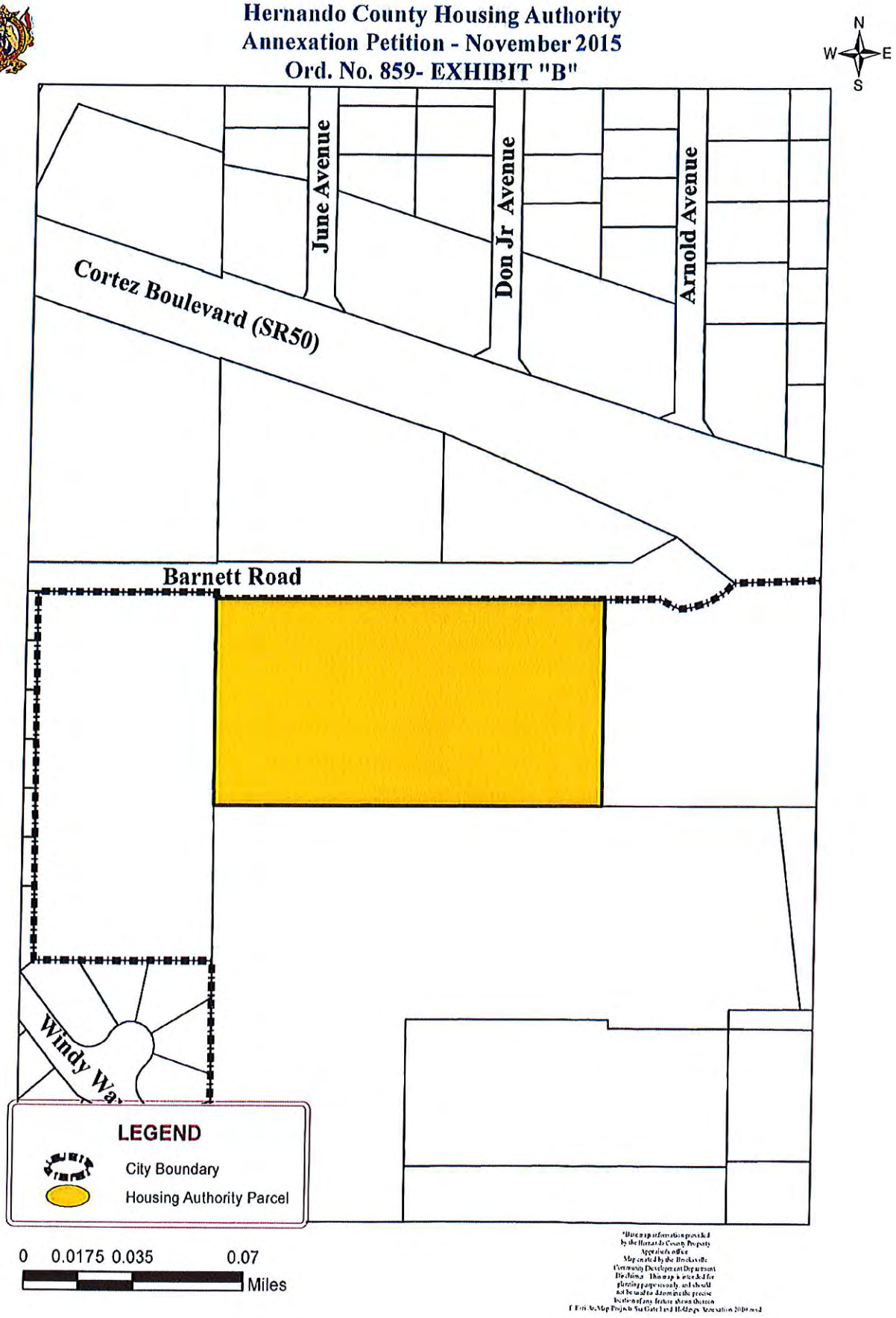
HERNANDO COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS

(SEAL)

Michael Burmann, Chairperson

Donald C. Singer, Executive Director/Secretary

Hernando County Housing Authority
Annexation Petition - November 2015
Ord. No. 859- EXHIBIT "B"



*Base map information provided by the Hernando County Property Appraiser's office
Map created by the Brooksville Community Development Department
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon
I:\GIS\MapProjects\SunGate\Holdings Annexation 2015.mxd

City Council
AGENDA ITEM: G8
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 860—AX2015-08; CITY-INITIATED ANNEXATION FOR MARC A. REUSCH

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately one-half acres in size and is located at 121 Estates Avenue approximately 225 feet north of West Jefferson Street. On behalf of Marc A. Reusch, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Irrevocable Power of Attorney dated February 8, 2006, and recorded in the public record at Book 2198, Page 209, the City is the appointed duly authorized representative serving as attorney-in-fact for the purpose of executing and filing any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan and a Hernando County zoning designation of C-2 (Highway Commercial). A single-family conventional dwelling occupies the subject site.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of

Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 860. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 860 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 860 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-08

Please print or type all information.

PROPERTY OWNER

Name: Marc A. Reusch

Address: 1110 W. Jefferson Street.

City: Brooksville, FL 34601-2424

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated February 8, 2006 and recorded in the Public Records of Hernando County, Florida, Book 2198, Page 209.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 121 Estates Ave.

Legal Description:

Lots 5 and 6 of Block B of Brooksville Estates Subdivision as per plat thereof recorded in Plat Book 6, Page 30, Public Records of Hernando County, Florida.

As recorded in the Public Records of Hernando County Official Records Book 1927, Page 1403

Tax Parcel # R21 222 19 1490 00B0 0050 Parcel Key # 00137293

Highway & Street Boundaries: Parcel located on Estates Ave. north of West Jefferson St.

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 0.50 acres
(c) TOTAL ACREAGE: 0.50 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: C2/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated February 8, 2006 and recorded in the Public Records of Hernando County, Florida, Book 2198, Page 209, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 20 15 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in Irrevocable Power of Attorney dated February 8, 2006 and recorded in the Public Records of Hernando County, Florida, Book 2198, Page 209, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

Lots 5 and 6 of Block B of Brooksville Estates Subdivision as per plat thereof recorded in Plat Book 6, Page 30, Public Records of Hernando County, Florida.

As recorded in the Public Records of Hernando County Official Records Book 1927, Page 1403

Tax Parcel # R21 222 19 1490 00B0 0050 Parcel Key # 00137293

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Marina Rithinger
Print Name Marina Rithinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

Lots 5 and 6 of Block B of Brooksville Estates Subdivision as per plat thereof recorded in Plat Book 6, Page 30, Public Records of Hernando County, Florida.

As recorded in the Public Records of Hernando County Official Records Book 1927, Page 1403

Tax Parcel # R21 222 19 1490 00B0 0050 Parcel Key # 00137293

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated February 8, 2006 and recorded in the Public Records of Hernando County, Florida, Book 2198, Page 209 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha, City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of November 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification.

Jennifer J. Battista
SIGNATURE OF NOTARY

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
NOTARY SEAL/STAMP

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that Marc A. Reusch is the owner(s) of the herein described property, to-wit:

Legal Description:

Lots 5 and 6 of Block B of Brooksville Estates Subdivision as per plat thereof recorded in Plat Book 6, Page 30, Public Records of Hernando County, Florida.

As recorded in the Public Records of Hernando County Official Records Book 1927, Page 1403

Tax Parcel # R21 222 19 1490 00B0 0050 Parcel Key # 00137293

Owner or Representative

ORDINANCE NO. 860

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Marc A. Reusch, owner of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Marc A. Reusch is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Marc A. Reusch entered into an Irrevocable Power of Attorney dated February 8, 2006 and recorded in the Public Records of Hernando County, Florida, Book 2198, Page 209; and,

WHEREAS, Marc A. Reusch appointed the City as its duly authorized representative for instituting an annexation petition and irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Marc A. Reusch into the City of Brooksville, Florida pursuant to the annexation provisions of the Irrevocable Power of Attorney, attached as Exhibit "A" and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Marc A. Reusch for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00137293 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Lots 5 and 6 of Block B of Brooksville Estates Subdivision as per plat thereof recorded in Plat Book 6, Page 30, Public Records of Hernando County, Florida.

As recorded in the Public Records of Hernando County Official Records Book 1927, Page 1403

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby

amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA
ORDINANCE NO. 860

Attest: _____ By: _____
Jennifer J. Battista, Acting Deputy City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer _____
Vice Mayor Kahler _____
Mayor Burnett _____

Exhibit "A"

Doc# 2006011387
Hernando County, Florida
02/08/2006 01:29PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2198 PG: 289

IRREVOCABLE POWER OF ATTORNEY

That MARC A. REUSCH have made, constituted and appointed and by these presents do make, constitute and appoint the CITY of BROOKSVILLE or its duly authorized representative thereof as our true and lawful attorney for us in and our name, place and stead to act as our attorney in fact for the purpose of annexing into the CITY of BROOKSVILLE pursuant to Section 171.004, Florida Statutes.

The said property being legally described as follows, to-wit:

Lots 5 and 6 of Block B of Brookeville Estates Subdivision as per plat thereof recorded in Plat Book 6, Page 30, Public Records of Hernando County, Florida.

Parcel Identification Number: R 21- 222 - 19 - 1490 - 0080 - 0050
AS RECORDED IN THE PUBLIC RECORDS OF HERNANDO COUNTY OFFICIAL RECORDS BOOK 1927 PAGES 14030

We do hereby give and grant to the CITY of BROOKSVILLE this our Irrevocable Power of Attorney to do a voluntary annexation by the City of the above described property at such time as the CITY of BROOKSVILLE shall in its sole discretion petition to annex the above described property into the CITY of BROOKSVILLE. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accord with this grant of authority.

That this Power of Attorney shall remain in force and effect for a period of Forty-nine (49) Years from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties herein that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as herein above set forth.

IN WITNESS HEREOF, we have set our hands and seals this 8 day of _____, 20___.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness: Amy C. Colbert — Grantor: Marc A Reusch (LS)

Print Name: Amy C. Colbert — Print Name: MARC A. REUSCH

Witness: Lorinda T Cheer — Grantor: _____ (LS)

Print Name: Lorinda T. Cheer — Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA , COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 8th day of February, 20 06 A.D. by the above person(s) Marc A. Reusch , who is personally known to me or who has produced FLORIDA D.L. as identification and who (DID) (DID NOT) take an oath.

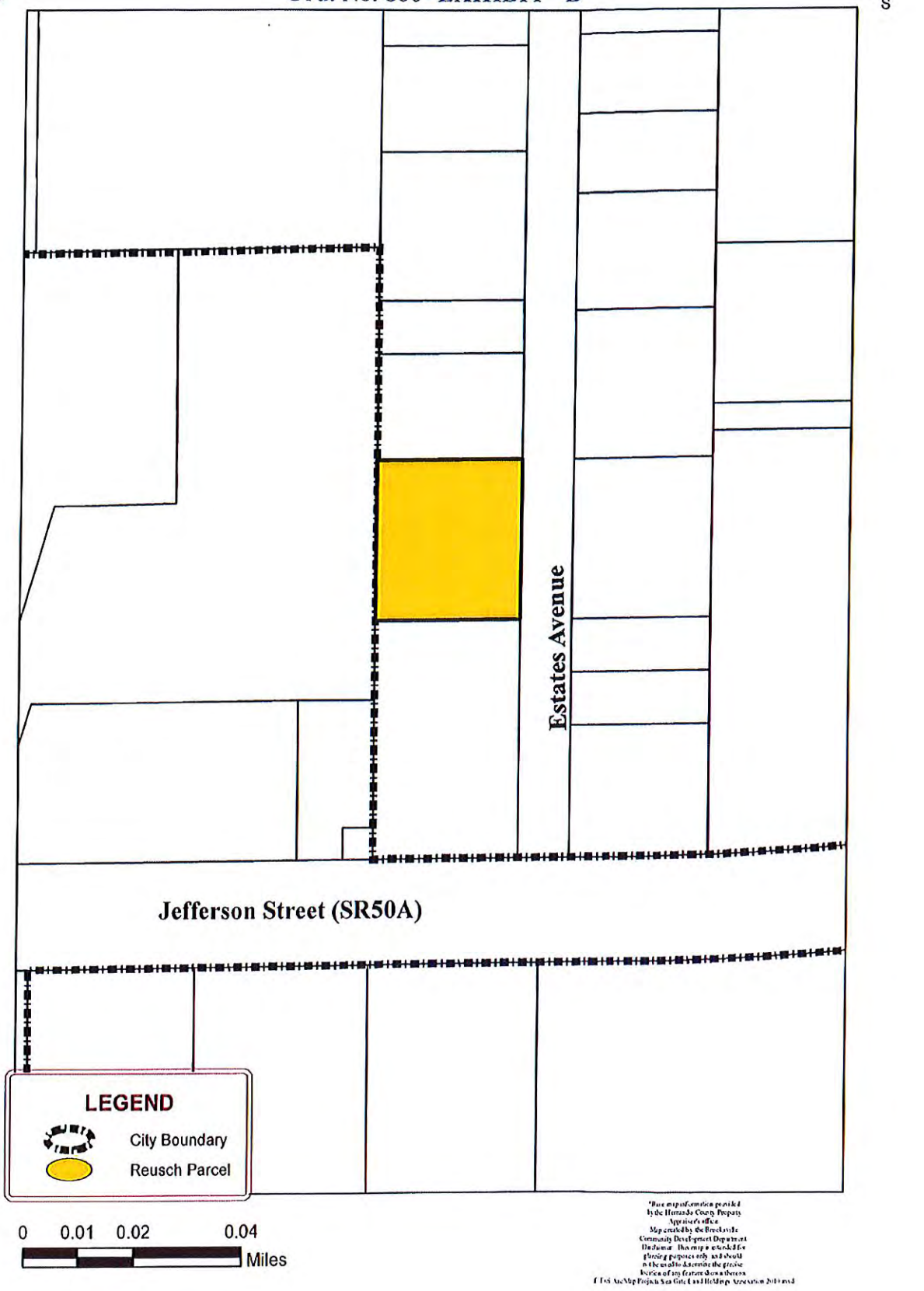
JoAnn Pilgrim — JO ANN PILGRIM
Signature of Notary — Print, Type, Or Stamp Commission

JO ANN PILGRIM
MY COMMISSION # DD 469348
EXPIRES: August 18, 2009
Bonded Thru Notary Public Underwriters

Return To:
CITY CLERK
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

U:\WP\IRREVOCABLE POWER OF ATTORNEY MARC REUSCH.wpd

Reusch Annexation Petition
November 2015
Ord. No. 860- EXHIBIT "B"



*Base map information provided by the Hernando County Property Appraiser's office.
Map created by the Brooksville Community Development Department.
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any features shown thereon.
G:\GIS\ArcMap Projects\Sun City Land Holdings Annexation 2015.mxd

City Council
AGENDA ITEM: G9
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 861—AX2015-06; CITY-INITIATED ANNEXATION FOR JAMES L. THOMAS AND CHRISTINE A. THOMAS

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject properties are approximately 0.71 acres in size and are located at 153 and 161 Dolly Drive, approximately 209 feet south of West Fort Dade Avenue. On behalf of James L. Thomas and Christine A. Thomas, the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the properties be annexed into the City of Brooksville. Pursuant to the Irrevocable Power of Attorney dated July 6, 2004 and recorded in the public record at Book 1862, Page 1541, the City is the appointed duly authorized representative serving as attorney-in-fact for the purpose of executing and filing any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject properties have a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan and a Hernando County zoning designation of R-1A (Residential). A single-family conventional dwelling, a single-family manufactured dwelling and an accessory structure occupy the subject properties.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 861. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the November 16, 2015 regular meeting, the City Council approved the first reading of Ordinance No. 861 to annex the property into the City and scheduled the second and final reading of the Ordinance for December 7, 2015.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 861 with Exhibit "A," Irrevocable Power of Attorney and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE October 26, 2015 FILE # AX2015-06

Please print or type all information.

PROPERTY OWNER

Name: James L. Thomas and Christine A. Thomas

Address: 153 and 161 Dolly Dr.

City: Brooksville, FL 34603-0513

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Irrevocable Power of Attorney dated July 6, 2004 and recorded in the Public Records of Hernando County, Florida, Book 1862, Page 1541.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 153 and 161 Dolly Dr.

Legal Description:

The South 80.00 feet of the North 350.00 feet of the West 153.68 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 21, Township 22 South, Range 19 East, Hernando County, Florida, Less any portion of the above described parcel which is included in the easement areas described in Official Record Book 110, Pages 309 and 318 thereof.

As it is recorded in Official Record Book 466, Pages 1027 and 1028, Public Records of Hernando County, Florida.

Tax Parcels # R21 422 19 0000 0850 0030 and # R21 422 19 0000 0850 0010
Parcel Key # 00526149 and 00384253

Highway & Street Boundaries: Parcel located on Dolly Dr. between Ft. Dade Ave. and West Jefferson Street, west of Sawdust Lane

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 0.71 acres
(c) TOTAL ACREAGE: 0.71 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: R1A/Residential

Submittal Requirements
*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated July 6, 2004 and recorded in the Public Records of Hernando County, Florida, Book 1862, Page 1541, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11/10/15 Owner Representative: Jennene Norman Vacha

T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 10th day of November, A.D. 2015 by Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer J. Battista

Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated July 6, 2004 and recorded in the Public Records of Hernando County, Florida, Book 1862, Page 1541, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

The South 80.00 feet of the North 350.00 feet of the West 153.68 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 21, Township 22 South, Range 19 East, Hernando County, Florida, Less any portion of the above described parcel which is included in the easement areas described in Official Record Book 110, Pages 309 and 318 thereof.

As it is recorded in Official Record Book 466, Pages 1027 and 1028, Public Records of Hernando County, Florida.

Tax Parcels # R21 422 19 0000 0850 0030 and # R21 422 19 0000 0850 0010
Parcel Keys # 00526149 and # 00354253

See attached the Irrevocable Power of Attorney (to annex land)

Date: 11/10/15 Owner Representative: T. Jennene Norman-Vacha, City Manager

Signed in the presence of:

WITNESSES:

Signature Marina Rithinger
Print Name Marina Rithinger

Signature Terri Carter
Print Name Terri Carter

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

The South 80.00 feet of the North 350.00 feet of the West 153.68 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 21, Township 22 South, Range 19 East, Hernando County, Florida, Less any portion of the above described parcel which is included in the easement areas described in Official Record Book 110, Pages 309 and 318 thereof.

As it is recorded in Official Record Book 466, Pages 1027 and 1028, Public Records of Hernando County, Florida.

Tax Parcels # R21 422 19 0000 0850 0030 and # R21 422 19 0000 0850 0010
Parcel Keys # 00526149 and # 00354253

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Irrevocable Power of Attorney dated July 6, 2004 and recorded in the Public Records of Hernando County, Florida, Book 1862, Page 1541 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11/10/15 Owner Representative: Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 10th day of November 2015 by Jennene Norman-Locke, who is personally known to me or who has produced _____ as identification.

Jennifer Battista
SIGNATURE OF NOTARY

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
NOTARY SEAL/STAMP

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that James L. Thomas and Christine A. Thomas are the owner(s) of the herein described property, to-wit:

Legal Description:

The South 80.00 feet of the North 350.00 feet of the West 153.68 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 21, Township 22 South, Range 19 East, Hernando County, Florida, Less any portion of the above described parcel which is included in the easement areas described in Official Record Book 110, Pages 309 and 318 thereof.

As it is recorded in Official Record Book 466, Pages 1027 and 1028, Public Records of Hernando County, Florida.

Tax Parcels # R21 422 19 0000 0850 0030 and # R21 422 19 0000 0850 0010
Parcel Keys # 00526149 and # 00354253

Jennene Norman-Vacha

Owner or Representative

ORDINANCE NO. 861

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, James L. Thomas and Christine A. Thomas, owners of two parcels of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, James L. Thomas and Christine A. Thomas are currently the sole owners of the Property in the area proposed to be annexed; and,

WHEREAS, James L. Thomas and Christine A. Thomas entered into an Irrevocable Power of Attorney dated July 6, 2004 and recorded in the Public Records of Hernando County, Florida, Book 1862, Page 1541; and,

WHEREAS, James L. Thomas and Christine A. Thomas appointed the City as its duly authorized representative for instituting an annexation petition and irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property and to redefine the boundary lines of the City to include said Property has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by James L. Thomas and Christine A. Thomas into the City of Brooksville, Florida pursuant to the annexation provisions of the Irrevocable Power of Attorney, attached as Exhibit "A" and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property as authorized by Section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of James L. Thomas and Christine A. Thomas for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Numbers 00526149 and 00354253, as more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

The South 80.00 feet of the North 350.00 feet of the West 153.68 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 21, Township 22 South, Range 19 East, Hernando County, Florida, Less any portion of the above described parcel which is included in the easement areas described in Official Record Book 110, Pages 309 and 318 thereof.

As it is recorded in Official Record Book 466, Pages 1027 and 1028, Public Records of Hernando County, Florida.

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA
ORDINANCE NO. 861

Attest: _____ By: _____
Jennifer J. Battista, Acting Deputy City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 9th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

R Christine Thomas
161 Dolly Dr
Brooksville, FL
34601

Exhibit "A"

OFFICIAL RECORDS
BK: 1862 PG: 1541

Doc# 2004047617
Hernando County, Florida
07/06/2004 11:54AM
KAREN NICOLAI, Clerk

IRREVOCABLE POWER OF ATTORNEY

That JAMES L. THOMAS and CHRISTINE A. THOMAS, his wife, have made, constituted and appointed and by these presents do make, constitute and appoint the CITY of BROOKSVILLE or its duly authorized representative thereof as our true and lawful attorney for us in and our name, place and stead to act as our attorney in fact for the purpose of annexing into the CITY of BROOKSVILLE pursuant to Section 171.004, Florida Statutes.
The said property being legally described as follows, to-wit:

The South 80.00 feet of the North 350.00 feet of the West 153.68 feet of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 22 South, Range 19 East; Hernando County, Florida, Less any portion of the above described parcel which is included in the easement areas described in Official Record Book 110, pages 309 and 316 thereof.

As it is Recorded in OFFICIAL RECORD 486 PAGES, 1027 and 1028, public records of Hernando County, Florida.
R 21 422 19 0000 0850 0030

We do hereby give and grant to the CITY of BROOKSVILLE this our Irrevocable Power of Attorney to do a voluntary annexation by the City of the above described property at such time as the CITY of BROOKSVILLE shall in its sole discretion petition to annex the above described property into the CITY of BROOKSVILLE. By this act we do irrevocably consent to said annexation and do further ratify and confirm all the acts that our attorney shall do or cause to be done in accord with this grant of authority.

That this Power of Attorney shall remain in force and effect for a period of Forty-nine (49) Years from the date hereof and is binding on the undersigned, its heirs, assigns and successors in interest. It is the intent of the parties here'in that this agreement and Power of Attorney shall be recorded in the Official Record Books of Hernando County, Florida and run with the land subject to this agreement as hereinabove set forth.

IN WITNESS HEREOF, we have set our hands and seals this 6th day of July 2004.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

James L. Thomas (LS)
JAMES L. THOMAS

Witness

Christine Thomas (LS)
CHRISTINE A. THOMAS

ACKNOWLEDGEMENT

STATE OF Florida, COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 6 day of July, 2004 A.D. by the above person(s) James + Christine Thomas who is personally known to me or who has produced (Known to me) as identification and who (DID) (DID NOT) take an oath.

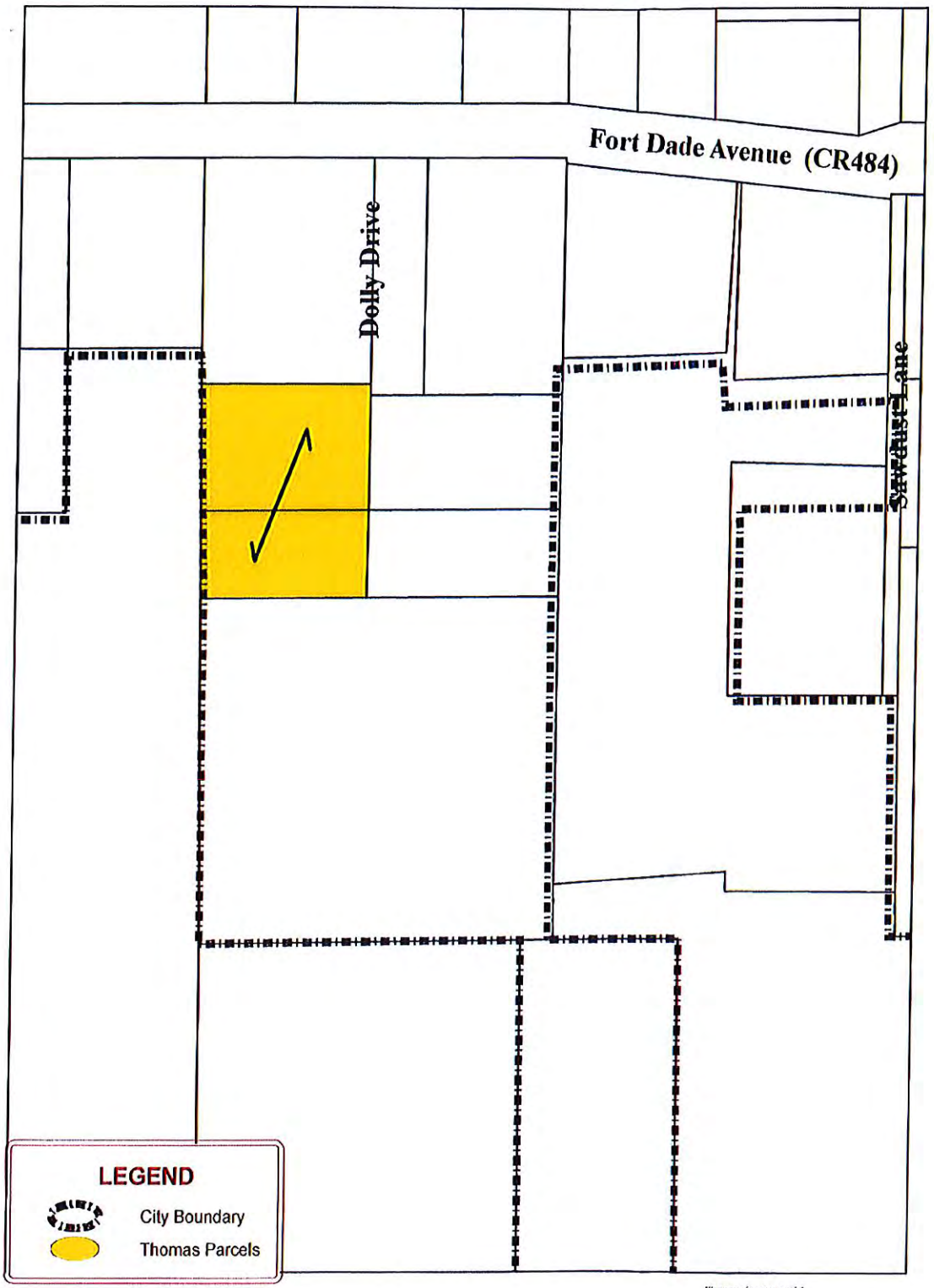
Jeanette R. Soto
Signature of Notary

JEANETTE R. SOTO
Print, Type, Or Stamp Commission

JEANETTE R. SOTO
Notary Public - State of Florida
My Comm. Expires Mar 17, 2005
Commission # DD 095594
Bonded By National Notary Assn.

Return To: CITY CLERK
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Thomas Annexation Petition
November 2015
Ord. No. 861- EXHIBIT "B"



City Council
AGENDA ITEM: H1
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 862—AX2015-14; CITY-INITIATED ANNEXATION FOR BROOKSVILLE CHRISTIAN CHURCH, INC.

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 9.10 acres in size and is located at 6197 Broad Street, approximately 2,050 feet north of Southern Hills Boulevard. On behalf of Brooksville Christian Church, Inc., the City of Brooksville requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville. Pursuant to the Annexation Element of the Utility Services Agreement dated August 29, 2005 and recorded in the public record at Book 2295, Pages 1980 through 1997, the City is the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The property presently has a Hernando County zoning designation of AG (Agricultural), with a PSF (Public Service Facility) Overlay and a Special Exception Use for a Public Assembly use. The property is developed as a religious institution with structures containing 12,253 square feet of floor space and a communication tower.

BUDGET IMPACT: This item will not impact the City's current 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 § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 862. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 862 with Exhibit "A," Utility Services Agreement and Exhibit "B," Location Map

CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION

DATE November 23, 2015 FILE # AX2015-14

Please print or type all information.

PROPERTY OWNER

Name: Brooksville Christian Church

Address: PO Box 10537

City: Brooksville, FL 34603-0537

Telephone Nos: _____ Fax No: _____

Email Contact Information: _____

APPLICANT(S): The City of Brooksville, on behalf of the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions of the Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997.

Mailing Address: 201 Howell Ave., Brooksville, Fl. 34601

Daytime Telephone: 352-540-3810

REPRESENTATIVE: T. Jennene Norman-Vacha, City Manager

Mailing Address: same as above
Daytime Telephone: same as above

Email Contact Information: JNVacha@cityofbrookville.us

General Information

Property Location and/or Address: 6197 Broad Street

Legal Description:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Key Number 00201490

Highway & Street Boundaries: west side of U.S. 41/Broad Street north of Southern Hills Blvd. and south of Mason Smith Road

Site Acreage:
(a) Incorporated Area: 0
(b) Unincorporated Area: 9.10 acres
(c) TOTAL ACREAGE: 9.10 acres

Existing Land Use & Zoning Information

Present Zoning/Land Use Map Designation: AG (Agricultural) & PSF Overlay/Residential

Submittal Requirements

*The following **MUST** be furnished with this application:*
Application Form
Narrative
Vicinity Map
Signed and sealed survey
Proof of Ownership (Warranty Deed, Title Certification, etc.)

AFFIDAVIT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the petitioner as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the property owner(s) as heretofore noted, do hereby certify that the City of Brookville, acting as the agent to the owner(s) is/are authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 11-24-15 Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 24th day of November, A.D. 2015 by T. Jennene Norman-Vacha, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jennifer J. Battista
Notary Public

JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017
Notary Seal or Stamp

APPOINTMENT OF AGENT

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997, has full authority to act as the Owner(s) agent to file required petitions, sign required documents, make representations as to the issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. The authorized agent shall also have the authority to commit the Owner(s) to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

Legal Description

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Parcel Key # 00201490

See attached the Utility Service Agreement (to annex land)

Date: 11-24-15 Owner Representative: Jennene Norman-Vacha
T. Jennene Norman-Vacha,
City Manager

Signed in the presence of:

WITNESSES:

Signature Terri Carter
Print Name Terri Carter

Signature
Print Name Tarnette Gayle

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonably compact.

Legal Description:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Parcel Key # 00201490

I, T. Jennene Norman-Vacha, City Manager, acting on behalf of the City of Brooksville and the Property Owner(s) as the appointed duly authorized representative serving as attorney-in-fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, pursuant to the annexation provisions in the Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 - 1997 do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

Date: 11-24-15 Owner Representative: T. Jennene Norman-Vacha

T. Jennene Norman-Vacha,
City Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 24th day of November 2015 by T. Jennene Norman Lack, who is personally known to me or who has produced _____ as identification.

Jennifer Battista
SIGNATURE OF NOTARY

NOTARY SEAL/STAMP

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER J. BATTISTA
MY COMMISSION # FF000627
EXPIRES: March 25, 2017

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that Brooksville Christian Church is the owner(s) of the herein described property, to-wit:

Legal Description:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610 Parcel Key # 00201490

Jennene Norman Vacha

Owner or Representative

ORDINANCE NO. 862

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTON OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brooksville Christian Church, owner of a parcel of real property (the "Property") in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Brooksville Christian Church is currently the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, Brooksville Christian Church entered into a Utility Service Agreement dated August 29, 2005 and recorded in the Public Records of Hernando County, Florida, Book 2295, pages 1980 – 1997; and,

WHEREAS, Brooksville Christian Church appointed the City as its duly authorized representative for instituting an annexation petition and irrevocably consented to the voluntary annexation of certain Property; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Brooksville Christian Church into the City of Brooksville, Florida, pursuant to the annexation provisions of the Utility Service Agreement, attached as Exhibit "A" and incorporated herein by reference, and the Petition for Voluntary Annexation submitted by the duly authorized representative of the petitioner and owner of said Property, as authorized by section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the City, as the appointed duly authorized representative serving as attorney in fact with absolute and specific authority to execute and file any and all petitions for voluntary annexation, accepted and deemed sufficient the petition of Brooksville Christian Church for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "B" which is attached hereto and incorporated herein by reference, inclusive of all properties contained in Hernando County Property Appraiser Key Number 00201490 and more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36.

Tax Parcel # R04 223 19 1790 0000 0610

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance in which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVLLE, FLORIDA

ORDINANCE NO. 862

Attest: _____ By: _____

Ginny C. Wright, City Clerk Frankie Burnett, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 24th day of November, 2015.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the N/A day of _____, 20__.

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:

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

VOTE OF COUNCIL:
Council Member Battista _____
Council Member Erhard _____
Council Member Kemerer_____
Vice Mayor Kahler _____
Mayor Burnett _____

OFFICIAL RECORDS
BK: 2295 PG: 1980

Exhibit A

18/V (B)

Doc# 2006060194
Hernando County, Florida
07/21/2006 2:27PM
KAREN NICOLAI, Clerk

CITY OF BROOKSVILLE
UTILITY SERVICE AGREEMENT

This UTILITY SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 29 day of August, 2005, between the CITY OF BROOKSVILLE, FLORIDA, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the "CITY" and Brooksville Christian Church, Inc., a non-profit organization, incorporated under the laws of the State of Florida, hereinafter referred to as the "CHURCH". For and in consideration of Ten Dollars ($10.00) each in hand paid to the other and other valuable consideration, the parties agree as follows:

WHEREAS, the CHURCH proposes to develop a 320 seat sanctuary and a fellowship hall on land which is described in "Exhibit A", attached hereto, (herein "PROPERTY"). The real property is not presently within the City of Brooksville corporate limits;

WHEREAS, the property is properly zoned to accommodate the development as depicted on the proposed master plan, attached hereto as "Exhibit B" (herein "DEVELOPMENT");

WHEREAS, the CHURCH hereby requests potable water and wastewater service from the CITY subject to the parties entering into an agreement to provide said service for the DEVELOPMENT;

WHEREAS, the CITY enters into this AGREEMENT under the provisions of Chapter 180, of the Florida Statutes, and that certain Inter-local Agreement, dated August 5, 2002, between the City of Brooksville, Florida, and the Board of County Commissioners, Hernando County, Florida, relating to the provision for water and sewer service by the City of Brooksville and Hernando County. In exercising such provisions as have been stipulated herein above, the CITY agrees to fulfill all of its obligations and responsibilities for protecting the public health, safety, and welfare associated therewith pursuant to law and the Constitution of the State of Florida, and the Comprehensive Land Use Plan of the City of Brooksville, Florida as adopted and approved;

WHEREAS, the CITY has certain ordinances and implementing policies in effect as of the date of this Agreement providing for connection to and service by CITY owned and operated utility systems;

WHEREAS, said ordinances additionally provide for the levying of specific fees, charges and assessments for service to be rendered;

WHEREAS, the CITY is desirous of providing said services to the DEVELOPMENT and CHURCH is desirous of receiving such services;

WHEREAS, the parties desire to delineate, make certain and define each of their respective responsibilities and obligations with respect to water and wastewater facilities for the DEVELOPMENT;

IT IS THEREFORE agreed by and between the parties, in consideration of the mutual terms, covenants and conditions herein, the commitments by the CHURCH, the commitments by the CITY and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by both the CITY and CHURCH, as follows:

1. The WHEREAS recitals herein are true and correct.

2. The following attachments and exhibits which are attached hereto and incorporated into the content of the AGREEMENT by reference:

"Exhibit A" Legal Description
"Exhibit B" Proposed Master Plan
"Exhibit C" Wastewater Element
"Exhibit D" Water Element
"Exhibit E" Development Schedule
"Exhibit F" Power of Attorney for Future Annexation
"Exhibit G" Utility Fee Payment Element
"Exhibit H" Easement Provision

3. Both parties agree that any correspondence about the AGREEMENT will be considered officially served by a receipt for U.S. Postal Service certified to the following address:

For the CHURCH:
President
Brooksville Christian Church, Inc.
6197 Broad Street
Brooksville, Florida 34601

For the CITY:
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

4. The CHURCH agrees to obtain all easements or right-of-way use permits required to install and operate all utility improvements installed by the CHURCH. The CHURCH also agrees to grant the CITY a utility easement, using the CITY'S Grant of Easement form, along with the right of ingress and egress within the DEVELOPMENT for those specific water and wastewater improvements that will be dedicated to the CITY. The CHURCH agrees to furnish the CITY officially recorded copies of all easements or right-of-way use permits obtained for the DEVELOPMENT.

5. The CITY and CHURCH acknowledge that the AGREEMENT provides terms which constitute the CITY'S response to the CHURCH'S request for utility services from the CITY. The availability of such services is based upon and subject to the terms of the AGREEMENT and applicable regulations and regulatory approval by other governmental agencies if and as required.

6. The AGREEMENT may not be changed orally. Amendment hereto shall be in writing and signed by the parties.

7. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of the AGREEMENT or the paragraphs or provisions herein.

8. Failure of either party to exercise any right or power given herein, or to insist upon compliance by the other party with its obligations set forth herein, shall

not constitute a waiver of either party's rights to demand strict compliance with the terms and provisions of the AGREEMENT.

9. Neither party shall declare the other in default of any provisions of the AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

10. The terms and provisions of the AGREEMENT shall be a commitment and obligation which shall not only bind the present CHURCH of said described real property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the CHURCH.

11. The AGREEMENT will be in full force and effect for a term of 50 years, or such longer term as the CITY provides water or wastewater service to the DEVELOPMENT, unless terminated as provided herein.

12. The CHURCH shall reimburse the CITY for any costs incurred by the CITY to record the AGREEMENT in the official record books of Hernando County. Connection to the CITY'S Utility System will not be authorized until these recording costs are paid to the CITY.

13. The respective duties and obligations of the parties herein shall be suspended while and so long as performance thereof is prevented or impeded by any cause including and/or similar to the following which is beyond the reasonable control of the party from who the affecter performance was due to an act of God, epidemic, landslide, severe weather, lightning, earthquake, fire, explosion, flood, hurricane, tornado, act of public enemy, war blockade, insurrection, riot, civil disturbance, general arrest or restraint by government of individuals or the public.

14. In the event CHURCH notifies CITY that services are no longer required by DEVELOPMENT, or the facilities are not operated and maintained by CHURCH as required herein service may be discontinued at CITY'S option upon ninety (90) days notice to CHURCH.

15. The AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action concerning this AGREEMENT will be Hernando County, Florida.

The prevailing party in any litigation arising out of this AGREEMENT will be entitled to cost and reasonable attorney fees.

16. The AGREEMENT is predicated on the representation by the CHURCH that the specific use of the DEVELOPMENT is as stated herein. The CITY may require an amendment to the AGREEMENT or a separate agreement in the event of a change in scope of the DEVELOPMENT.

17. The CITY agrees to provide utility service only for the phases of the DEVELOPMENT as described herein. It is specifically agreed that such commitment shall be contingent on the payment of all fees assessable to this DEVELOPMENT, compliance with all applicable regulations, all required permits being issued, with proof of such issuance being provided to the CITY in the form of an original or certified true copy of such permit documentation which shall be incorporated herewith as a condition precedent, and shall become a part hereof. Water and/or sewer improvements may not be placed in service until the applicable permit close-out certifications have been provided to the CITY in the form of an original or certified true copy of such permit documentation, and final inspection and approval by the CITY.

18. If construction of the off-site facilities has not commenced four years after the execution hereof, or if the construction of the off-site facilities has not been completed within five years, the commitment on the part of the CITY to provide utility services within the provisions contained herein shall expire within sixty (60) days of written notice to CHURCH

19. This commitment is subject to the prompt payment of CITY'S fees for water and wastewater services, according to the rates category and frequency established by the CITY, which may from time to time be adopted or amended.

20. All improvements installed by the CHURCH and dedicated to the CITY herein will remain the property of the CHURCH until accepted by the CITY in writing. Said improvements shall be maintained by the CHURCH until accepted by the CITY. Final acceptance will be given 365 calendar days following construction and final inspection and approval by the CITY. The CITY will perform a final inspection of the installed improvements, 30 days prior to acceptance and will provide the CHURCH a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the CITY prior to final acceptance because of a failure of the improvements installed by the

CHURCH and the CHURCH'S unwillingness or inability to restore service within a four hour period shall be repaid by the CHURCH.

21. The CHURCH agrees to provide the CITY with one complete copy of the record drawings of all installed improvements, signed and certified by the project engineer, upon final completion of the DEVELOPMENT.

22. The CHURCH hereby affirms that he has the legal authority to construct the DEVELOPMENT as indicated in the AGREEMENT. The CHURCH agrees to protect the CITY from all claims of ownership for rights and privileges granted by the CHURCH to the CITY

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29th day of Aug., 2005.

FOR THE CHURCH

By: _____
Raymond D. Woolever, President

CORPORATE SEAL

STATE of FLORIDA
COUNTY of HERNANDO

The forgoing instrument was acknowledged before me this 29th day of August, 2005 A.D., by Raymond D. Woolever, as President of Brooksville Christian Church, Inc., an individual, who is personally known to me or who has produced _____, as identification and who (DID) (DID NOT) take an oath.

_____
(Signature of Notary Public)

Darle M. Canova
(Printed Name of Notary Public)

DARLE CANOVA
MY COMMISSION # DD 159995
EXPIRES: October 21, 2006
Bonded Thru Notary Public Underwriters

FOR THE CITY

By: _____
Richard E. Anderson,
City Manager

ATTEST:

_____
Karen M. Phillips, CMC,
City Clerk

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

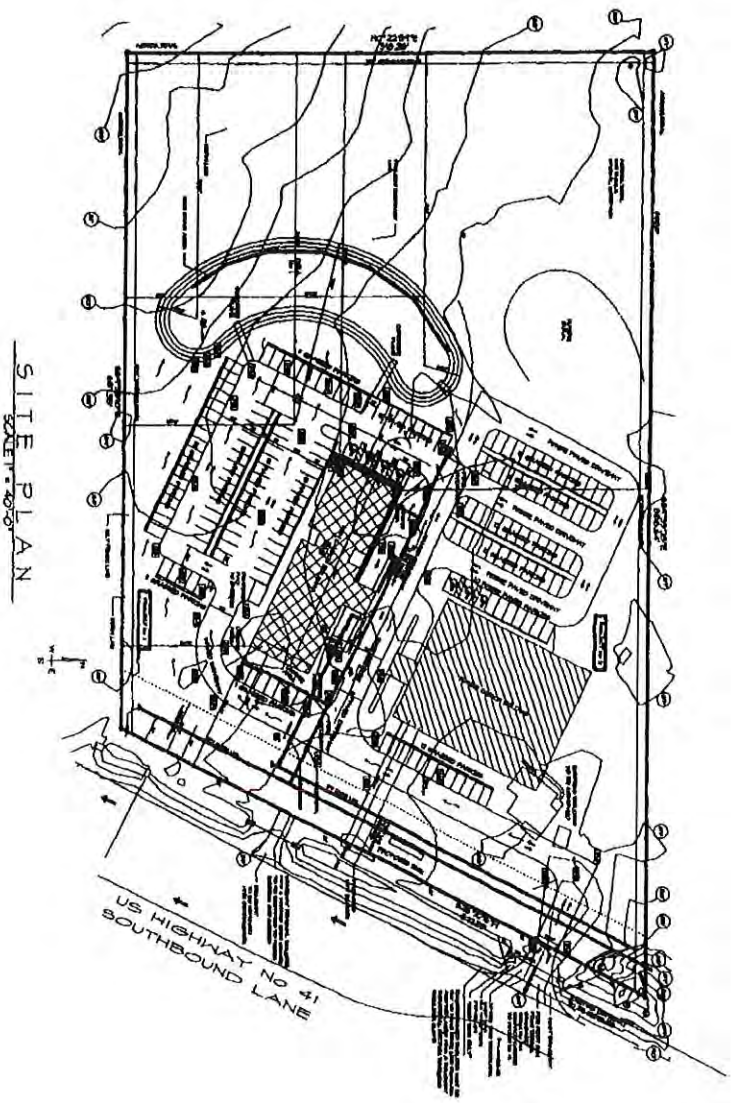
_____
David LaCroix, City Attorney

Approved as to technical content and City requirements.

_____
Will Smith, Utilities Supt.

"EXHIBIT A"
LEGAL DESCRIPTION

Lot 61 of the Garden Grove Farm Lots subdivision, as recorded in the Official Records of Hernando County, Plat Book 4, Page 36. 9.10 acres



Gregory Fongemie and Associates Inc.

SITE PLAN
FOR
BROOKSVILLE CHRISTIAN CHURCH

LEGAL DESCRIPTION

JAN 28 2005

PROJECT NO
05 - 40

SHEET
2

"Exhibit B"

"EXHIBIT C"
WASTEWATER ELEMENT

The CHURCH has requested wastewater service from the CITY. The CHURCH agrees to provide centralized wastewater service by the installation of wastewater collection lines, an on-site pumping station and a two (2) inch force-main; from the on-site lift station to a point of connection at the southeast corner of the DEVELOPMENT to an existing twelve (12) inch sewer force-main at that point as shown in "Exhibit B".

The CHURCH agrees to have all of said wastewater facilities designed in accordance with the CITY'S construction standards and sized to accommodate all flows from the DEVELOPMENT as planned. Said collection lines, lift station and the two (2) inch force main within the DEVELOPMENT will remain the property of the CHURCH.

The CHURCH must design for 35 pounds per square inch pressure at the point of connection to the CITY's force main. The CITY does not guarantee the pressure at that connection will remain the same. If in the future the hydraulic conditions change the CHURCH will be incumbent on the CHURCH to make the changes to the on-site lift station at its expense.

At the point of connection the City will provide a 2" threaded valve on the existing 12 inch force main for the DEVELOPMENT to connect to. The CHURCH will install an iron body ball type check valve at the point of connection and extend a two (2) inch force main into the site. The check valve will remain the property of the CHURCH.

All wastewater improvements installed by the CHURCH within the DEVELOPMENT shall remain the property of the CHURCH.

The parties agree that wastewater facilities installed by the CHURCH and identified herein as owned by the CHURCH shall remain the property and maintenance responsibility of the CHURCH. The CHURCH, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the CHURCH and heirs of the property.

At such time as the CITY expands its telemetry system to included private onsite pump stations, the CHURCH agrees to connect to the City wide telemetry system in accordance with City Ordinances as amended. The CHURCH agrees the CITY has the right to periodically turn off the pump station pumps and water meters contributing to the pump station to prevent sewage loss from the pump station due to maintenance or operational requirements of the CITY. The CHURCH shall be responsible for containing the sewage generated by the DEVELOPMENT during periods when the pump station is turned off by the CITY.

The CHURCH agrees to provide the CITY full access to the DEVELOPMENT to inspect the site for surface water intrusion.

The CITY represents and warrants that provided the CHURCH constructs the wastewater improvements described above, the CITY will have plant and other wastewater facilities capacity to provide wastewater service to the DEVELOPMENT, as contemplated by this Agreement.

The CHURCH agrees that all wastewater facilities will be designed and constructed in accordance with CITY Code and CITY standards as they exist at the effective date of the AGREEMENT.

"EXHIBIT D"

WATER ELEMENT

A. DEFINITIONS: For the purpose of this AGREEMENT, unless the context clearly indicates otherwise, the following terms shall have the following meanings.

1. WATER SUPPLY shall mean all off-site potable water lines and attendant facilities used to supply potable water to the DEVELOPMENT, as shown on "Exhibit B".

2. WATER DISTRIBUTION shall mean all on-site potable water lines and attendant facilities that are within the specific physical boundaries or needs of the DEVELOPMENT.

B. WATER SUPPLY:

1. The DEVELOPMENT shall be supplied water from the existing capacity of the CITY'S existing wells and water treatment plants. The point of connection for water service is and existing twelve (12) inch water line currently located in an easement in the northwest corner of the PROPERTY. The CHURCH will connect to the existing twelve (12) inch water line and extend a twelve (12) inch water line along the entire length of the property line as shown in "Exhibit B". The twelve (12) inch water line will be dedicated to the CITY upon final acceptance by the CITY as provided for herein. The City agrees to maintain said water line up to the first connection to the meter in good working order and in compliance with applicable rules and regulations.

2. The CHURCH will be given water connection fee credit not to exceed the construction cost of the twelve (12) inch water line. The final cost of construction presented to the CITY must be certified by a professional engineer.

C. WATER DISTRIBUTION:

1. The CHURCH, at its own expense, agrees to install all water mains, service lines to lots or units, fire hydrants, backflow devices and appurtenances to be sufficient to provide water service within the DEVELOPMENT as shall be approved by the CITY. Said facilities will remain the property of the CHURCH.

2. The CHURCH at its expense agrees to install a double detector check valve backflow device as indicated in "Exhibit B" and extend an eight (8) water line into the DELOPMENT to provide fire protection. Said water line and backflow device will remain the property of the CHURCH.

3. The CHURCH will be supplied potable water by the connection of a separate building supply water line as indicated in "Exhibit B". Said water line will remain the property of the CHURCH.

D. METERING: The DEVELOPMENT shall be supplied water by the installation of a master meter near the property line as designated in "Exhibit B". The CHURCH agrees to install the water meter at its expense. Said meter will be dedicated to the CITY upon final acceptance by the CITY as provided for herein. The City agrees to maintain the meter in good working order.

E. MAINTENANCE OF INSTALLED FACILITIES: The parties agree that water facilities installed by the CHURCH and identified herein as owned by the CHURCH shall remain the property and maintenance responsibility of the CHURCH. The CHURCH, at its expense agrees to operate and maintain those facilities in good working order and in compliance with all applicable rules and regulations. The perpetual operation and maintenance of said improvements shall be the responsibility of the CHURCH and heirs of the property.

F: DESIGN AND PERMITTING STANDARDS: The CHURCH agrees that all water system design, permitting and construction shall comply with the rules, recommendation and specifications of the CITY, the American Water Works Association, the Federal and State Department of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the CITY.

"EXHIBIT E"

DEVELOPMENT SCHEDULE

	Completion
Sanctuary	August 2007
Fellowship Hall	August 2009

Should the project be delayed for more than four (4) years from the date of this agreement or this schedule the CITY may withdraw any commitment to provide services in accordance with the provisions of this agreement and applicable City Code in affect at the time.

"EXHIBIT F"

CONNECTION FEE PAYMENT ELEMENT

Connection Fees:

The current utility fees for the DEVELOPMENT are assessed as follows:

Lump Sump Payment:

Within thirty (30) days of execution of this agreement but prior to obtaining building permits, the CHURCH shall pay one-hundred (100) percent of the utility fees assessed.

	Demands (gpd)	Minimum ERUs	Connection Fees
Water Demand			
Sanctuary (320 cap)	1120	4.5	$ 3,010.56
Fellowship Hall (200 cap)	700	2.8	$ 1,881.60
		Total Water-	$ 4,892.16
Sewer Demand			
Sanctuary (320 cap)	1120	5.6	$ 9,676.80
Fellowship Hall (200 cap)	700	3.5	$ 6,048.00
		Total Sewer-	$ 15,724.80

Water connection fees based on $672 per 250 gallons ADF
Sewer Connection fees based on $1728 per 200 gallons ADF

Connection fee rates are subject to change. The connection fee rate is the rate at the time of payment or the time the connection fee credit is created. Connection fee credits will be considered created when the appropriate facility is technically and legally completed and ready for service. The CITY will not reserve capacity for those phases of the DEVELOPMENT that have not paid connection fees.

EXHIBIT "G"
ANNEXATION ELEMENT

The OWNER hereby agrees to appoint the CITY or its duly authorized representative as its irrevocable attorney in fact with absolute and specific authority to execute and file any and all such petitions for voluntary annexation of the DEVELOPMENT into the CITY OF BROOKSVILLE. The OWNER on behalf of itself, its heirs, assigns and successors in interest does hereby irrevocably consent to said annexation. This agreement shall remain in full force from date of execution for a period not to exceed 50 years.

"EXHIBIT H"

EASEMENT PROVISION

The CHURCH hereby agrees to grant the CITY a twenty (30) wide utility easement within the DEVELOPMENT; lying adjacent to the east property line as it abuts Broad Street right-of-way; running the entire length of the east property line using the City's standard Grant of Easement form attached hereto.

OFFICIAL RECORDS
BK: 2295 PG: 1997

GRANT OF EASEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2005, by and between Brooksville Christian Church, hereinafter called the Grantor, the City Of Brooksville, hereinafter called the Grantee.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the sum of $1.00 and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, the Grantor has this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto the Grantee, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described, at any time that it may see fit, and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying water over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, maintenance, and operation of said pipelines and/or mains.

The land affected by the grant of this easement and right-of-way is located in the County of Hernando, and the State of Florida, and is more particularly described as follows to-wit:

The east 30 feet of Lot 61, Garden Grove Farm Lots subdivision as it abuts the right-of-way of US41 (Broad Street).

The grantor hereby covenants with the Grantee that Grantor is lawfully seize and possessed of the real property above-described, thereof, and that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomever.

As a part of the consideration for this grant, the Grantor does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, the Grantor, has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

David Bagwell
(Witness)

(Witness)

By: Raymond D. Woolever

STATE of FLORIDA

COUNTY of

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Raymond D. Woolever, to me known to be the persons described herein in or who produce Personally Known as identification and who executed the foregoing instrument and said persons acknowledged before me that said the same.

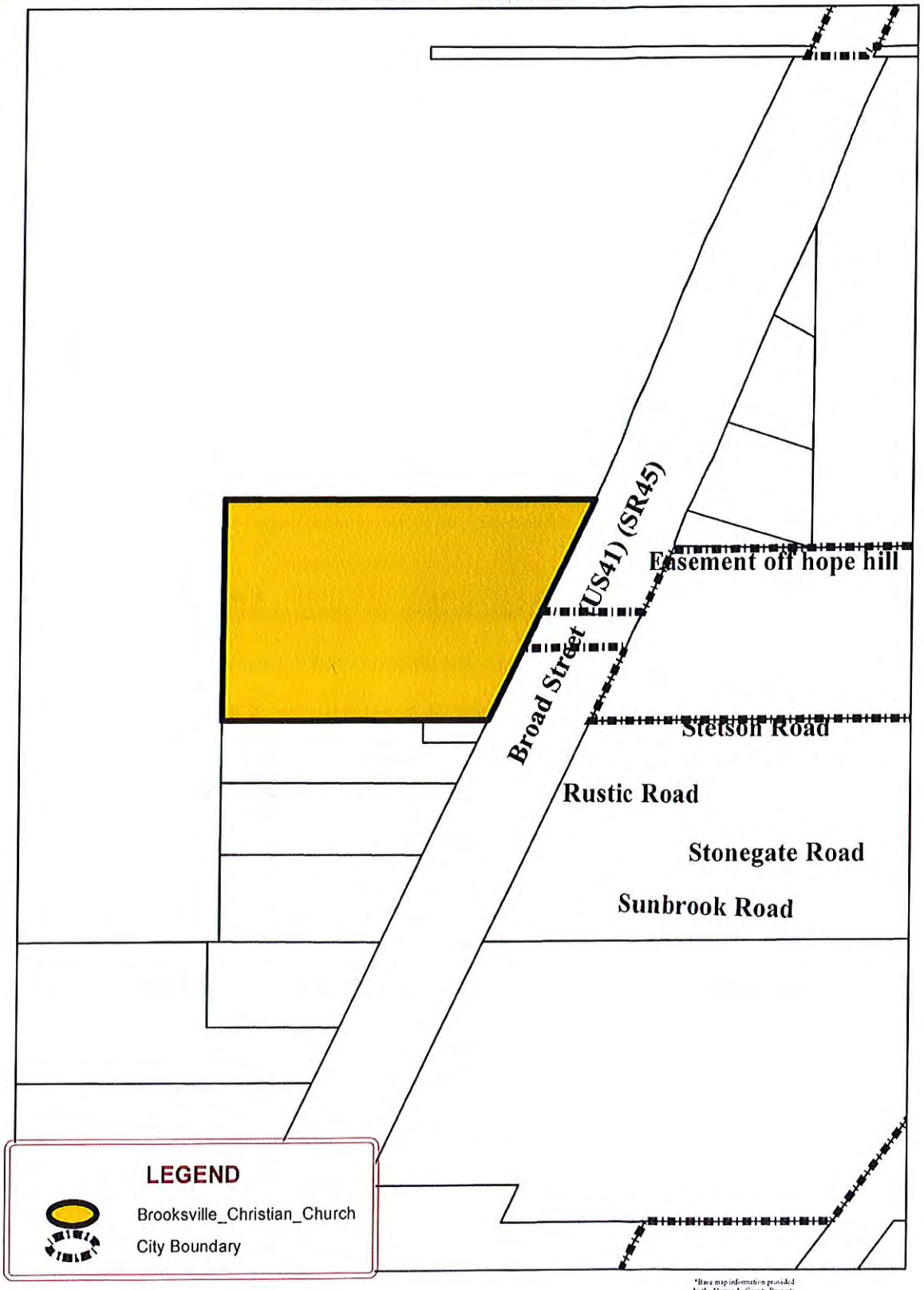
WITNESS my hand and official seal in the County and State last aforesaid this 29th day of Aug., A.D., 2005

Darle M. Canova

Notary Public

DARLE CANOVA
MY COMMISSION # DD 159065
EXPIRES: October 21, 2006
Bonded Thru Notary Public Underwriters

Brooksville Christian Church
Annexation Petition--December 2015
Ord. No. 862--EXHIBIT "B"



*Base map information provided by the Hernando County Property Appraiser's office.
Map created by the Brooksville Community Development Department.
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.
I:\Esri ArcMap Projects\Sea Gate Land Holdings Annexation 2040.mxd

City Council
AGENDA ITEM: H2
December 7, 2015

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: DEPARTMENT OF ECONOMIC OPPORTUNITY 2016 EVALUATION AND APPRAISAL NOTIFICATION LETTER

DATE: DECEMBER 7, 2015

GENERAL SUMMARY/BACKGROUND: The City of Brooksville Comprehensive Plan is intended to reflect the vision for the future of the community through its policy language and initiatives. The Plan serves as a policy guide for decisions about future physical development within the City.

Prior to 2011, Chapter 163.3191(1)(a), F.S. required local governments to adopt an Evaluation and Appraisal Report once every 7 years that assessed the progress of the Plan in implementing the Plan. The statutes mandated that local governments evaluate their Plans through the evaluation process and respond accordingly to changes in State, regional and local policies relative to planning and growth management and changing conditions and trends, to ensure effective intergovernmental coordination and to identify major issues regarding the community's achievement of its goals.

The passage of the Community Planning Act by the Florida Legislature in 2011 greatly changed the planning landscape in that it gave communities an opportunity to redefine their Comprehensive Plans in a way that allows more focus on local issues rather than meeting a list of State-mandated requirements. Chapter 163.3191(1), F.S. continues to require that each local government evaluate its Comprehensive Plan. However, with the passage of the Community Planning Act, the statutes now require only that a local government evaluate its Plan to determine if Plan amendments are necessary to reflect changes in State requirements since the last update of the Plan and to notify the State Land Planning Agency of its determination. The statutes now encourage rather than require local governments to comprehensively evaluate and update their Plan to reflect changes in local conditions.

Staff has evaluated the City's Comprehensive Plan in accordance with Chapter 163.3191(1), F.S., and determined the Plan is in substantial compliance with State Statutes. However, in the evaluation process it was determined that the Future Land Use Element required analysis as mandated by Chapter 163.3177(1)(f)(3), F.S., in order to ensure that the City has the "minimum

amount of land required to accommodate the median projections of the University of Florida's Bureau of Economic and Business Research for at least a 10-year planning period..." The result of the analysis will determine if related amendments to the Comprehensive Plan are necessary. Additionally, it was determined in the evaluation that text changes will be required to delete references to Rule 9J-5 and to incorporate new statutory citations.
In addition to the above, staff proposes to modify portions of the Plan not identified in the initial evaluation. The amendments will focus on incorporating a vision for the City developed recently by a grassroots group of stakeholders. As expressed by the stakeholders and endorsed by the Planning and Zoning Commission and City Council, the Brooksville 2050 Vision document was written with the intent of using it as a guide for future modifications to the City's Comprehensive Plan. The vision document contains guiding principles for land use, transportation, housing, conservation and open space, public safety, economic development, urban design and public facilities. In addition to incorporating the guiding principles of the vision document in the Plan, staff proposes to improve the Plan's clarity through structure and terminology that better conveys core principles, goals and interrelationships, and will identify and relocate regulatory-type policies to the appropriate regulatory documents such as the Land Development Code. Finally, staff intends to update the appropriate baseline information for each Element of the Comprehensive Plan as necessary.

The attached 2016 City of Brooksville Evaluation and Appraisal Report Notification Letter informs the State Land Planning Agency of the City's determination and intent. The amendments necessary to reflect changes in State requirements must be submitted to the State by the end of the 2016 calendar year.

BUDGET IMPACT: The 2016 Evaluation and Appraisal Notification Letter will have no impact on the FY 2015-2016 annual budget. Costs for processing subsequent City-initiated Comprehensive Plan amendments are contained in the Community Development Department budget.

LEGAL REVIEW: The processing of this item is consistent with Chapter 163.3191(1), F.S. Additionally, future Comprehensive Plan amendments are a matter of legislative authority.

PLANNING & ZONING COMMISSION/STAFF RECOMMENDATION: At their regular meeting on November 19, 2015, the Planning and Zoning Commission concurred with the staff recommendation to recommend that the City Council authorize the Mayor to sign the 2016 Evaluation and Appraisal Notification Letter and send the Letter to the State Land Planning Agency.

Attachment: Draft 2016 Evaluation and Appraisal Notification Letter prepared pursuant to Section 163.3191(1), F.S.

City Of Brooksville

MAILED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

December 7, 2015

Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
State Land Planning Agency – The Caldwell Building
107 East Madison Street, MSC - 160
Tallahassee, FL 32399-4140

RE: 2016 City of Brooksville Evaluation and Appraisal Report Notification Letter

Dear Mr. Eubanks:

In accordance with the Department of Economic Opportunity's Evaluation and Appraisal Notification Schedule 2012-2018, the City of Brooksville hereby provides notice to the State Land Planning Agency that we have evaluated the City's Comprehensive Plan in accordance with Chapter 163.3191(1), F.S. and determined the Plan is in substantial compliance with State Statutes. Notwithstanding the above determination, the evaluation revealed the need to analyze the Future Land Use Element in order to ensure that the City has the "minimum amount of land required to accommodate the median projections of the University of Florida's Bureau of Economic and Business Research for at least a 10-year planning period...." The result of the analysis will determine if amendments to the Comprehensive Plan are necessary. Additionally, text changes will be required to delete references to Rule 9J-5 and to incorporate new statutory citations.

Despite the fact that we have determined the Comprehensive Plan is in substantial compliance with State Statutes, the City intends to modify portions of the Plan not identified in our initial evaluation. The amendments will focus on incorporating a vision for the City developed recently by a grassroots group of stakeholders. As expressed by the stakeholders and endorsed by City Council, the vision document was written with the intent of using it as a guide for future modifications to the City's Comprehensive Plan. The vision document contains guiding principles for land use, transportation, housing, conservation and open space, public safety, economic development, urban

design and public facilities. In addition to incorporating the guiding principles of the vision document in the Plan, the City intends to improve the Plan's clarity through structure and terminology that better conveys core principles, goals and interrelationships, and will identify and relocate regulatory-type policies to the appropriate regulatory documents such as the Land Development Code. Finally, the City intends to update the appropriate baseline information for each Element as necessary.

Bill Geiger, the City's Community Development Director, is the person who is familiar with this Evaluation and Appraisal Notification Letter and can be contacted in writing at 201 Howell Avenue, Brooksville, Florida 34601, by telephoning (352) 540-3815, or by email at bgeiger@cityofbrooksville.us.

Sincerely,

Frankie Burnett
Mayor

City Council
AGENDA ITEM: H3
December 7, 2015

AGENDA ITEM MEMORANDUM

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

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

FROM: **VIRGINIA C. WRIGHT, CITY CLERK**

SUBJECT: **2016 HOLIDAY/MEETING SCHEDULE**

DATE: **DECEMBER 7, 2015**

GENERAL SUMMARY/BACKGROUND: Pursuant to Section 7.00 of the Personnel Policy, the attached is the list of employee holidays for 2016, together with the regular council meetings, potential workshop meetings and ***tentative*** budget workshop/public hearings schedule.

The Regular Council meetings have been scheduled on the first and third Monday of the month, unless there is a conflict with a holiday in the month, which results in only one regular meeting in the months of January, February, July, and September in 2016.

BUDGET IMPACT: Appropriate holiday pay and overtime compensation has been budgeted in accordance with City Personnel Policy and the proposed schedule.

LEGAL REVIEW: The proposed schedule is consistent with Section 7.00 of the Personnel Policies referencing employee holidays and Article II Legislative Procedures, Section 2.12 Procedure, of the City's code regarding meetings of Council.

STAFF RECOMMENDATION: Staff recommends Council approval of the proposed schedule or provide direction to staff for amendments thereto.

ATTACHMENT:
1. Proposed 2016 Schedule
2. Personnel Policy Section 7.00 Holidays

CITY OF BROOKSVILLE
2016 COUNCIL MEETING & HOLIDAY CALENDAR

JANUARY

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY
1 New Year's Day * & **
4 Council Meeting 7:00 pm
11 Business Development Workshop 3:00 pm
18 MLK, Jr., Day * & **

FEBRUARY

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

FEBRUARY
1 Council Meeting 7:00 pm
15 Presidents Day * & **
29 Financial Workshop 2:00 pm

MARCH

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MARCH
7 Council Meeting 7:00 pm
21 Council Meeting 7:00 pm
25 Good Friday * & **

APRIL

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL
4 Council Meeting 7:00 pm
11 Potential Workshop
18 Council Meeting 7:00 pm

MAY

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAY
2 Council Meeting 7:00 pm
16 Council Meeting 7:00 pm
30 Memorial Day * & **

JUNE

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JUNE
6 Council Meeting 7:00 pm
13 Potential Workshop
20 Council Meeting 7:00 pm

JULY
4 Independence Day * & **
18 Council Meeting 7:00 pm
25 Budget Workshop 3:00 pm

JULY

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST
1 Council Meeting 7:00 pm
8 Budget Workshop 3:00 pm (Potential)
15 Council Meeting 7:00 pm
22 Budget Workshop 3:00 pm (Potential)

AUGUST

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER
5 Labor Day * & **
7 First Budget Hearing 5:30 pm (Tentative)
14 Final Budget Hearing 5:30 pm (Tentative)
19 Council Meeting 7:00 pm

SEPTEMBER

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER
3 Council Meeting 7:00 pm
17 Council Meeting 7:00 pm

OCTOBER

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER
7 Council Meeting 7:00 pm
11 Veterans Day * & **
14 Potential Workshop
21 Council Meeting 7:00 pm
24 Thanksgiving Holiday * & **
25 Thanksgiving Holiday * & **

NOVEMBER

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER
5 Council Meeting 7:00 pm
19 Council Meeting 7:00 pm
23 Christmas Holiday*
24 Christmas Holiday**
25 Christmas Holiday**
26 Christmas Holiday*

DECEMBER

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Council Meetings | Potential Workshops | Budget Workshops/Hearings | Holidays

*Personnel/Regular M-F Employees Only/City Offices Closed ** Safety/7 days a Week Employees & On-Call provisions

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

1. Annual approval of dates observed as Holidays shall be approved by the City no later than the first meeting in December of the preceding calendar year.

2. City paid Holidays which fall on Saturday may be observed on the preceding Friday, paid Holidays which fall on a Sunday may be observed on the following Monday.

3. Holidays shall be observed from 12:00 a.m. to 11:59 p.m.

C. Employees Required to Work on Holidays.

1. Exempt Employees. Holiday Pay for Exempt Employees is compensated as part of base pay. In the event that an Exempt Employee is either scheduled or called-in to work on a Holiday in which they would otherwise not be working, the Exempt Employee is granted an additional day of Vacation Leave in lieu of Holiday Pay. The additional day of Vacation Leave shall be added to the Exempt Employee's Vacation Leave balance in the same pay period in which the Holiday occurs.

2. Non-Exempt Employees on Regular Work Schedule. When a Non-Exempt Employee's regular work schedule requires the Employee to work on a Holiday, such Employee shall be compensated for all Hours Worked on the Holiday, at the Employee's Regular Rate of Pay; and the Employee shall be compensated an equivalent amount of Holiday Pay. For Example: If an employee whose regular work schedule on the holiday is 4 hours, the employee receives pay for a total of 8 hours at the employee's regular rate of pay.

3. Non-Exempt Employees Called In to Work on Holiday. A Non-exempt Employee called-in to work on a Holiday in which the Employee was not otherwise scheduled to work shall be compensated for all Hours Worked on the Holiday within a 24 hour period, or a minimum of four (4) hours, whichever is greatest, at time and one-half the Employee's Regular Rate of Pay, and shall be compensated Holiday Pay at the Employee's Regular Rate of Pay, for the hours that the Employee would have been regularly scheduled to work if the Holiday were not scheduled for observation. For Example: For an employee regularly scheduled to work an 8 hour day

who is called-in to work for 5 hours on a City Holiday will be paid for the 5 hours actually worked x (1.5 x pay-rate/hour) *plus* 8 hours holiday pay x pay-rate/hour.

D. Extenuating Circumstances. When extenuating circumstances (i.e. car accident, death of immediate family member, etc.) have rendered the Employee unable to comply with all the conditions of this policy and procedure, the Employee may appeal his or her eligibility for Holiday Pay to the City Manager. The City Manager's decision is final.