

City of Brooksville

201 HOWELL AVENUE
BROOKSVILLE, FLORIDA 34601-2041
(352) 540-3810

Robert Battista
VICE-MAYOR



Betty Erhard
COUNCIL MEMBER

Frankie Burnett
COUNCIL MEMBER

William Kemerer
COUNCIL MEMBER

Natalie Kahler
MAYOR

"The City of Brooksville must be responsive to the taxpayers. It must be as efficient as possible, functioning like the multi-million dollar a year business that it is. It must have leadership, set specific goals, develop a strong and motivated workforce, and be accountable to the taxpayers for its expenditures and performance."

CITY COUNCIL AGENDA

OCTOBER 3, 2016

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 parte 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 parte communications.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the 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
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601**

AGENDA

October 3, 2016

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES AND PROCLAMATIONS

1. Proclamation – National Down Syndrome Awareness Month

Proclamation in recognition National Down Syndrome Awareness Month/October.

Presentation: Mayor
Attachment: Proclamation

2. Proclamation – White Cane Awareness Day October 13, 2016

Proclamation in recognition of White Cane Awareness Day on October 13, 2016 in Brooksville.

Presentation: Mayor
Attachment: Proclamation

3. Proclamation – National Breast Cancer Awareness Month

Proclamation in recognition of the month of October as National Breast Cancer Awareness Month and honoring all in their fight against cancer.

Presentation: Mayor
Attachment: Proclamation

4. Proclamation – Fire Prevention Week 2016

Proclamation in recognition of Fire Prevention Week October 9 - 15, 2016.

Presentation: Mayor
Attachment: Proclamation

REGULAR COUNCIL MEETING – October 3, 2016

D. PRESENTATIONS AND REQUESTS FOR SPONSORSHIP CREDITS

1. Kiwanis Christmas Parade Special Event Sponsorship Credit Request

Consideration of Special Event Sponsorship Credit in the amount of \$2,376.19 with a commitment from Kiwanis to pay \$1,000 to offset costs to hold the 42nd Annual Christmas Parade on Saturday, December 10, 2016.

Presentation: Club President & Chair
Recommendation: Direction to Staff
Attachments: Memo from City Clerk dated 9/2/2016; Letter from Kiwanis President; Street Closure Permit & Map; Special Event Sponsorship Credit Spreadsheet.

E. CITIZEN INPUT

F. CONSENT AGENDA

1. Mears Master Lease Add-On for Patrol Vehicles

Consideration to approve complete order of vehicles, add to the Master Lease as required and authorize the Mayor to sign the required documents upon vehicle(s) delivery.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1. Memo from Chief of Police dated September 21, 2016; Master Lease Agreement

G. REGULAR AGENDA

1. Resolution No. 2016-12 Florida Department of Transportation (FDOT) Annual Kiwanis Christmas Parade Route

Consideration to approve Resolution No. 2016-12 supporting the Annual Kiwanis Christmas Parade route and closing of SR50/Jefferson Street & US Highway 41/Broad Street with authorization for Police Chief and Mayor to sign FDOT permit application.

Presentation: City Clerk
Recommendation: Direction to Staff.

REGULAR COUNCIL MEETING – October 3, 2016

Attachments: Memo from City Clerk dated 9/20/2016; Resolution No. 2016-12

2. HTG Freedom II, LLC – Development Agreement to Defer the Payment of Impact Fees for Proposed Affordable Housing Project Site

Consideration to approve the proposed agreement and authorize the Mayor to sign the agreement.

Presentation: Community Development Director
Recommendation: Approval of Agreement and authorize the Mayor to sign.
Attachments: Draft of Agreement; Site Boundary Survey

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

CORRESPONDENCE TO NOTE

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

City of Brooksville Proclamation

Whereas, approximately one in every 691 children are born with Down Syndrome, the most common chromosomal condition, and occurs in people of all races and economic levels; and,

Whereas, an estimated 6,000 births occur per year with currently over 400,000 individuals living with Down Syndrome in the United States; and,

Whereas, those with Down Syndrome possess a wide range of abilities and are active participants in educational, occupational, social and recreational circles of our communities; and,

Whereas, individuals with Down Syndrome have an increased risk for certain medical conditions such as congenital heart defects, respiratory and hearing problems, Type 1 Diabetes, Alzheimer's disease, childhood leukemia and thyroid conditions; and,

Whereas, while research and early intervention have resulted in dramatic improvements in the life span (from 25 in 1983 to 60 today), more investigation is needed into the causes and treatment of Down Syndrome; and,

Whereas, despite progress, there is still much work to be done regarding the rights to equality, inclusion, education, medical care, research and support for people with Down Syndrome in the U.S. and abroad; and,

Whereas, on September 28, 1984 President Ronald Reagan first signed a resolution proclaiming October 1984 as National Down Syndrome Month. Since that first resolution during the month of October, we celebrate people with Down Syndrome and make people aware of their abilities and accomplishments. It's not about celebrating disabilities, it's about celebrating abilities.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby proclaim the month of October 2016 as

“Down Syndrome Awareness Month”

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 3rd day of October, 2016.

City of Brooksville

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

Attest: _____
Virginia C. Wright, City Clerk

City of Brooksville Proclamation

Whereas, the white cane, which every blind citizen of our city has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

Whereas, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society; and

Whereas, every citizen should be aware that the law requires that motorists exercise appropriate caution when approaching a blind person carrying a white cane; and

Whereas, Florida law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities; and

Whereas, the State of Florida, through its public agencies and with the cooperative assistance of the Lighthouse for the Visually Impaired and Blind, can look forward to a continued expansion of employment opportunities for and greater acceptance of blind persons in the competitive labor market.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 13, 2016

“White Cane Awareness Day”

in Brooksville and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as an instrument of safety and self-help for blind pedestrians on our streets and highways.

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 3rd day of October, 2016.

City of Brooksville

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

Attest: _____
Virginia Wright, City Clerk

City of Brooksville Proclamation

Whereas, this year, more than 300,000 women and approximately 2,600 men will be diagnosed with breast cancer in America, bringing the heartache and pain of this disease to touch many of our families with mothers, fathers, daughters, and sisters to bear these burdens; and,

Whereas, when breast cancer is caught early, treatments work best and survival rates increase with recommended mammograms and breast cancer screenings that play an essential role in early detection; and,

Whereas, there is still much work to be accomplished through supporting critical research, finding and understanding the causes of breast cancer through new diagnostic tools, and developing new and innovative treatments; and,

Whereas, this month, as we honor those lost to breast cancer, let us join with the loved ones who celebrate their memory, and the patients who battle this disease every day, as well as our Nation's advocates, medical researchers, and health care providers to renew our commitment to better prevent, detect, and treat breast cancer; and,

Whereas, during National Breast Cancer Awareness Month, we recognize all those who know the anguish of breast cancer, and extend our heartfelt concern for all who share the pain and difficulties of this disease; and,

Whereas, the City of Brooksville invites all to join the City Council in the Brooksville Breast Cancer Awareness Walk, that will take place on October 15, 2016 starting 12:45 p.m. on Main Street in front of the courthouse, for a one-mile walk to Tom Varn Park, to visit the Tree of Hope, where supporters can hang words of encouragement and hope, in honor of Breast Cancer survivors, and loved ones fighting and taken by this disease.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby recognize October 2016 as

National Breast Cancer Awareness Month

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 3rd day of October, 2016.

City of Brooksville

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

Attest: _____
Virginia C. Wright, City Clerk

City of Brooksville Proclamation

Whereas, The City of Brooksville is committed to ensuring life safety and security of all those living in and visiting the City of Brooksville and surrounding areas; and,

Whereas, fire is a serious public safety concern both locally and nationally, and our homes are where people face the greatest risk of fire hazards; and,

Whereas, home fires killed more than 2,650 people in the United States in 2015, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,500 home fires; and,

Whereas, working smoke alarms cut the risk of dying in home fires in half; and three out of five home fire deaths occur in properties without working smoke alarms; and,

Whereas, City of Brooksville firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

Whereas, the 2016 Fire Prevention Week theme, *“Don’t Wait – Check the Date! Replace Smoke Alarms Every 10 Years”* effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 9 -15, 2016 as

“Fire Prevention Week”

and, urge all citizens in the City of Brooksville and surrounding communities to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, and to support the many public safety activities and efforts of Brooksville Fire Rescue Department during Fire Prevention Week 2016.

IN WITNESS WHEREOF, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 3rd day of October, 2016.

CITY OF BROOKSVILLE

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

ATTEST: _____
Virginia Wright, City Clerk



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: VIRGINIA C. WRIGHT, CITY CLERK

SUBJECT: KIWANIS CHRISTMAS PARADE SPECIAL EVENT
SPONSORSHIP CREDIT

DATE: SEPTEMBER 20, 2016

BACKGROUND: The Kiwanis Club of Brooksville is sponsoring the 42nd Annual Brooksville Christmas Parade on December 10, 2016 beginning at 9:00 a.m. ending at 2:00 p.m. (line up will begin at 7:00 a.m.). The organizers have requested a Special Event Sponsorship Credit for this event. A letter from Larry Fluty, President, Kiwanis Club of Brooksville is provided as Attachment 1.

The City has estimated total costs for the Christmas Parade event to be \$3,376.19 (Police Department \$1,992.19; Fire Department \$598.00; Public Works \$786.00). The costs are outlined within the Street Closure Application and provided in Attachment 2. The Kiwanis have requested that the City of Brooksville provide a Sponsorship Credit; however, they have committed to pay \$1,000 towards the costs for the event. An updated insurance certificate with the City of Brooksville named as an additional insured/certificate holder will be provided prior to the event.

BUDGET IMPACT: Total impact to the City of Brooksville for the event is estimated at \$2,376.19 (\$3,376.19 less the \$1,000) for 100% of Sponsorship Credit. Special Event Sponsorship Credit funding in the amount of \$15,000 was allocated within the General Fund Budget for FY2017, line item number 001-010-511-59901. Of that amount, \$1,783.98 has been awarded, leaving a balance of \$13,216.02.

Reviewed by Finance Department:

LEGAL IMPACT: Pursuant to Section 74-1 (b) and Section 74-165 (a) of the City's Code of Ordinances, the City Council may authorize street closures and right-of-way use for public events. Section 74-168 authorizes the City to levy fees to offset costs of such permits, which are set by Policy 1-2000, to be reimbursed by the applicant. It is within Council discretion to waive provision of such policies.

Reviewed by City Attorney:

STAFF RECOMMENDATION: Direction to Staff.

ATTACHMENTS:

1. Letter from Kiwanis President dated 9/12/2016
2. Street Closure Permit & Map
3. Special Event Sponsorship Credit Spreadsheet

Attachment 1

Kiwanis Club of Brooksville
P. O. Box 685
Brooksville, Florida 34605



Serving the Children of the World

September 12, 2016

City of Brooksville City Hall
Ste 300, 201 Howell Avenue
Brooksville, FL 34601-2042

Dear Ms. Jennene Norman-Vacha,

Kiwanis Club of Brooksville is planning the 42nd annual Brooksville Christmas Parade for December 10, 2016. We are requesting the support of the City of Brooksville with the following:

- Approval of the Florida Department of Transportation (FDOT) "Request for Temporary Closing/Special Use of State Road and City of Brooksville Temporary Street Closure Application". The forms are attached with Exhibit A that lists the propose parade route and Maintenance of Traffic (MOT) plan. The parade route is the same as last year's, which is; South on Main Street crossing over State Road 50A (Jefferson Street) to US. 41 (Broad Street) then east on US 41 (Broad Street) to Bell Avenue then north on Bell Avenue crossing SR50A (Jefferson Street).
- Approval of Temporary Closing for the City of Brooksville. See above listed route.
- In past years the Brooksville Police Department has assisted during the Parade with detours. We are again requesting this assistance. The MOT plan shows the locations where Police were stationed in previous years.
- Waiving of fees with a commitment from Kiwanis to pay \$1,000 to offset costs.

Attached you will find the forms, the Parade Route, and Kiwanis Club certificate of Insurance. All of this information along with the City Council resolution supporting the event is required to be submitted to FDOT for approval of the request.

Kiwanis Club of Brooksville appreciates the support of the City of Brooksville and looks forward to another successful parade. If you have questions, please call me at 352-410-1498.

Sincerely,



Larry Fluty
Kiwanis Club of Brooksville

cc: Virginia Wright, City Clerk

Attachment 2

CITY OF BROOKSVILLE

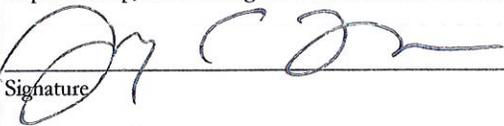
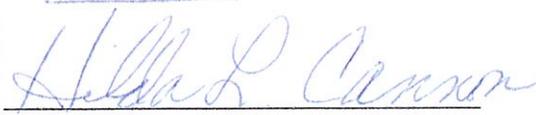
TEMPORARY STREET CLOSURE APPLICATION

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

Certificate Attached Yes No

Waiver Requested* Yes No

Approved by Council Yes No

Name or Organization Sponsoring: Kiwanis Club of Brooksville		Event Annual Brooksville Christmas Parade	
Contact Person: Larry Fluty (LLFLUTY@TAMPABAY.RR.COM)		Address 12331 Stringer Rd	Telephone: 352-410-1498
If unavailable (Alternate Name) Jeremy Moore		E-Mail: silverkingappraisals@yahoo.com	Telephone: 352-428-1418
Date of Event: Dec. 10, 2016	Starting Time: 9:00 AM	Ending Time (approx): 2:00 PM	Estimated Number of Participants: 15,000
Proposed Route (include Street/Avenue, attach location map) From parade start at the intersection of Varsity Dr and Oakwood Dr, west on Oakwood Dr to Howell Ave (Main St), then south on Howell (Main) crossing over State Road 50A (Jefferson St) to US 41 (Broad St), then east on US 41 (Broad St) to Bell Ave, then north on Bell Ave crossing State Road 50A (Jefferson St) to Oak St, then east on Oak St to US 41, then north on US 41 to Kelly St, then west onto Kelly St at parade end.			
I/We <u>Kiwanis Club of Brooksville</u> assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.			
 Signature State of Florida County of Hernando			
The foregoing instrument was acknowledged before me this <u>12</u> day of <u>Sept</u> 20 <u>16</u> , by <u>Jeremy Moore</u> , who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.			
 [Signature of Notary Public]		 HILDA L. CANNON MY COMMISSION # FF 056337 EXPIRES: January 22, 2018 Bonded Thru Budget Notary Services [Printed, typed or stamped name of Notary Public]	

PROCESSING: City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs as well as City Council if waivers are being requested.

APPROVAL: Chief of Police and City Manager will approve or deny application.

DISTRIBUTION: Original: Return to Applicant

Copies: Chief of Police, Director of Public Works, City Manager and City Clerk

PUBLIC NOTICE: A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.

approved release 09-16-16
NOTICE: PERMIT NOT VALID UNLESS APPROVED BY DESIGNATED CITY REPRESENTATIVE.

Total Deposit \$ _____ Received By: _____ Date _____

Police Chief

Date

City Manager

Date

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: BROOKSVILLE CHRISTMAS PARADE
 Starting: 9:00 A.M. 12/10/16 End: 2:00 P.M. 12/10/16

Police Department

Personnel SEE ATTACHED @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____
POLICE DEPARTMENT TOTAL \$ 1992.19

Fire Department

Personnel Chief @ \$ _____ per hr. X _____ hours = \$ 0
DC @ \$ 31 per hr. X 45 hours = \$ 1395
Captain @ \$ 20 per hr. X 45 hours = \$ 900
 Equipment FF e 4 @ \$ 20 R 4 45 = \$ 360
 _____ @ \$ _____ = \$ _____
FIRE DEPARTMENT TOTAL \$ 598

Public Works

Personnel (St) 41 @ \$ 19 per hr. X 8 hours = \$ 608
1 @ \$ 26 per hr. X 3 hours = \$ 78
 Equipment 3 PICK-UP @ \$ 25 = \$ 75
 Personnel (Gar) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment 1 SAWBPER @ \$ 25 = \$ 25
PUBLIC WORKS TOTAL \$ 786

Parks & Recreation

Personnel N/A @ \$ _____ per hr. X _____ hours = \$ -
 Equipment N/A @ \$ _____ = \$ -
PARKS & REC TOTAL \$ 0

Community Development

Tent Rental \$ _____ **COMMUNITY DEV. TOTAL \$ _____**

ESTIMATED TOTAL DUE CITY \$ 3376.19

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

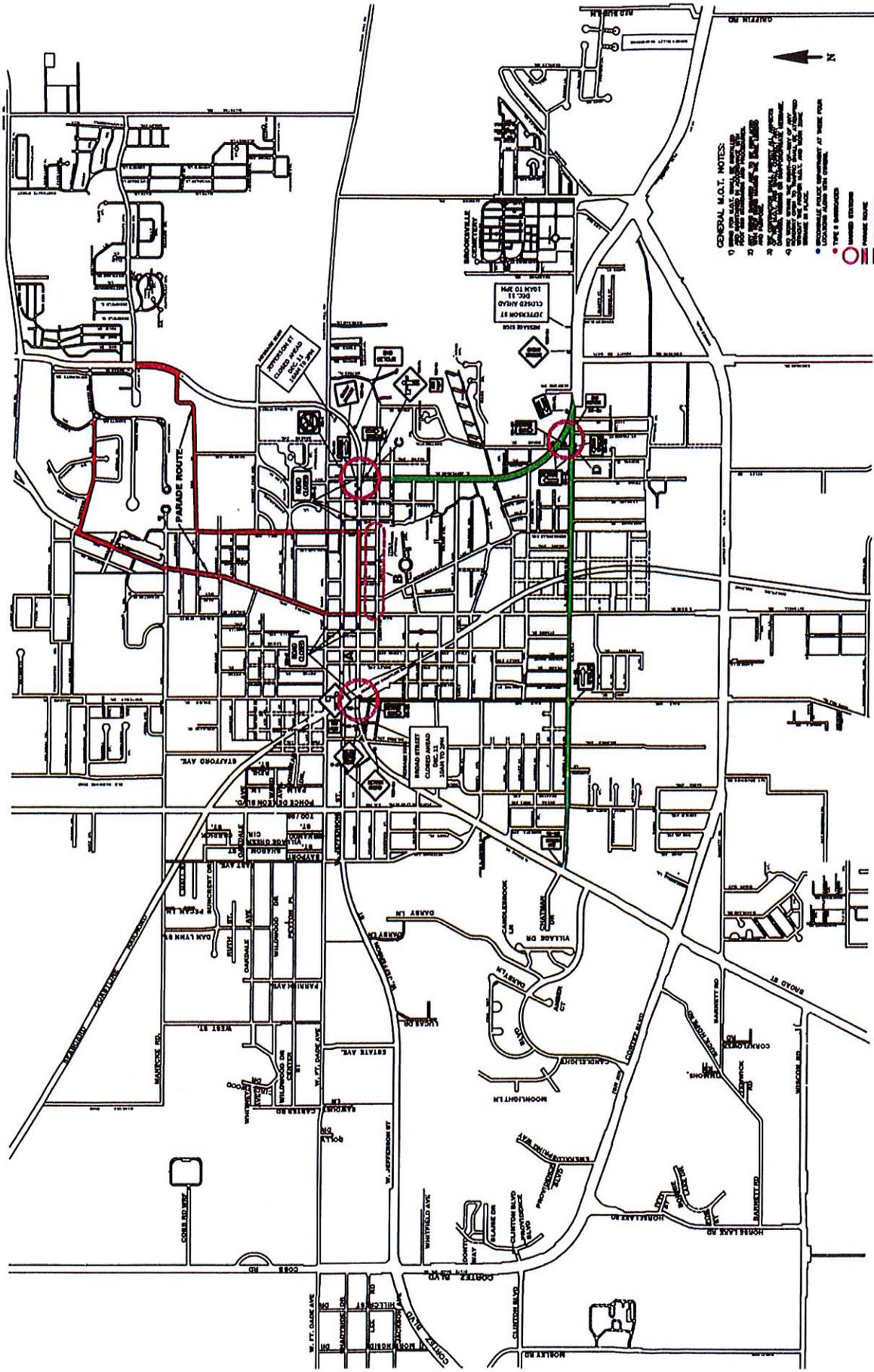
**Per Council Policy 3-2012: Applicants may request a Fee Waiver of up to 50% of City required Special Event Permit Fees. Council may, with a supermajority vote or at a minimum, a 4-1 vote, waive fees above the 50%. A request for a Fee Waiver must be submitted with a Special Event permit application.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

2016 PROJECTED

EVENT:	DETAIL SPECIFICATIONS:
BROOKSVILLE	SATURDAY, DECEMBER 10, 2016 AT 1000 HRS Be on Post NLT 0930
CHRISTMAS PARADE	Detail is from 0930 to 1300 hours, Radio Group: IA-1
	CONTACTS: LARRY FLUTY 410-1498, JEREMY MOORE 428-1418

Barricade requests: Robert Graves (352)585-1965 or Joe Nelson (352)585-1918

POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	\$ AMOUNT
COMMAND POST / OIC	Lt.			43.97	5.75	\$252.83
LEAD VEHICLE	Sgt.			37.98	4	\$151.92
OAKWOOD / CEDAR (E)	BARRICADE			0	0	0
OAKWOOD / DOGWOOD	BARRICADE			0	0	0
OAKWOOD / CEDAR (W)	BARRICADE			0	0	0
OAKWOOD / LONGWOOD	BARRICADE			0	0	0
HOWELL / OAKWOOD	Ofc.			29.07	3.5	\$101.75
HOWELL / W. KELLY	BARRICADE			0	0	0
HOWELL / SUNSET	BARRICADE			0	0	0
HOWELL / NORTH	Sgt.			37.98	3.5	\$132.93
HOWELL / PINE	BARRICADE			0	0	0
HOWELL / OAK	BARRICADE			0	0	0
HOWELL / CROSBY	BARRICADE			0	0	0
HOWELL / CHERRY	BARRICADE			0	0	0
HOWELL / HIGHLAND	Ofc.			29.07	3.5	\$101.75
HOWELL / ALTA VISTA	BARRICADE			0	0	0
HOWELL / FLORIDA	Ofc.			29.07	3.5	\$101.75
HOWELL / OLIVE	Ofc.			29.07	3.5	\$101.75
HOWELL / IRENE	BARRICADE			0	0	0
HOWELL / FT. DADE	Ofc.			29.07	3.5	\$101.75
E. JEFFERSON / MAIN	Det.			32.01	3.5	\$112.04
BROAD / MAIN	Ofc.			29.07	3.5	\$101.75
N. BROAD/ S. BROOKSVILLE	Det.			32.01	3.5	\$112.04
N. BROAD / MAGNOLIA	Ofc.			29.07	3.5	\$101.75
N. BROAD / BELL	Ofc.			29.07	3.5	\$101.75
E. JEFFERSON / BELL	Ofc.			29.07	3.5	\$101.75
FT. DADE / BELL	Ofc.			29.07	3.5	\$101.75
BELL / IRENE	BARRICADE			0	0	0
BELL / OLIVE	BARRICADE			0	0	0
BELL / MICKLER LOOP	BARRICADE			0	0	0
BELL / MT. FAIR	BARRICADE			0	0	0
BELL / ALTA VISTA	BARRICADE			0	0	0
BELL / CHERRY	BARRICADE			0	0	0
BELL / OAK	BARRICADE			0	0	0
BROAD / OAKWOOD	BARRICADE			0	0	0
BROAD / VARSITY (North)	BARRICADE			0	0	0
TRAIL VEHICLE	Sgt.	907		37.98	3.5	\$132.93
TOTAL VEHICLES		16	Half day	@ \$5.00	0	\$80.00
					58.75	\$1,992.19
TOTAL MAN HOURS: 58.75		TOTAL COST: \$1,992.19				



GENERAL M.O.T. NOTES:

1. ALL STREETS TO BE CLOSED TO TRAFFIC FROM 10:00 AM TO 12:00 PM.
2. ALL STREETS TO BE CLOSED TO TRAFFIC FROM 1:00 PM TO 3:00 PM.
3. ALL STREETS TO BE CLOSED TO TRAFFIC FROM 4:00 PM TO 6:00 PM.
4. ALL STREETS TO BE CLOSED TO TRAFFIC FROM 7:00 PM TO 9:00 PM.
5. ALL STREETS TO BE CLOSED TO TRAFFIC FROM 10:00 PM TO 12:00 AM.

● TYPE 1 BARRICADES
 ○ MARKED STREETS
 ○ PARADE ROUTE
 ○ SECTION ROUTE

Attachment 3



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: CHIEF OF POLICE GEORGE TURNER, 
SUBJECT: MEARS MASTER LEASE ADD-ON FOR PATROL VEHICLES
DATE: SEPTEMBER 21, 2016

GENERAL SUMMARY: City Council has approved the 2016/2017 budget, and within, line 001 013 521 55640 which includes \$ 32,600. to add (3) patrol cars to the Master Lease Agreement with The Bancorp/dba Mears Leasing. The Master Lease was originally signed by then Mayor Frankie Burnett. The current Mayor will be required to sign the additional lease add-on upon delivery of the vehicles. As in the past, these patrol vehicles will be State Bid and will be fully equipped upon delivery. As with the current lease agreement, at the end of the 3 year lease, the vehicles will be owned by the City.

BUDGET IMPACT: Budget line 00101352155640 has been approved to cover the cost of the first year of said 3 year lease in the amount of \$ 32,600.

Reviewed by Finance Department: 

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

Reviewed by City Attorney: 

STAFF RECOMMENDATION: Approval to complete order of vehicles, add to the Master Lease as required and authorize the Mayor to sign the required paperwork upon vehicle(s) delivery.

ATTACHMENTS: Master Lease Agreement, Mears Leasing.

13241

MASTER LEASE AGREEMENT
MUNICIPAL

The Bancorp Bank dba Mears Leasing ("Lessor") with offices at 3905 El Rey Road, Orlando Fl. 32808
and the undersigned The City of Brooksville ("Lessee")
with offices at 87 Veterans Ave. Brooksville, Fl. 34601 hereby agree as follows:

- 1. Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. After delivery Lessor will deliver to Lessee a Schedule A reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
- 2. Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
- 3. Payments.** Pro rata lease payment on the basis of a 30-day month for the period from delivery to the first day of the succeeding month if delivery is between the first (1st) and eighteenth (18th) of a month will be due on delivery with the initial lease payment due on the first (1st) of the month after delivery. If delivery occurs after the eighteenth (18th) of a month such a pro rata payment and the initial lease payment will be due on delivery with the second lease payment due on the (1st) of the second month after delivery. Subsequent lease payments will be due on the (1st) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
- 4. Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
- 5. Left blank intentionally.**
- 6. Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peacefully surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
- 7. Tinting; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-tinting and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any tinting or registering or re-tinting or re-registering, as appropriate, is directed by Lessor.
- 8. Other Duties Regarding Vehicles** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the then undepreciated balance of the original value of the vehicle set forth in the Schedule A calculated in accordance with the rules for level yield calculations in Financial Accounting Standards Board's Standard No. 13 utilizing the original value, term, rent (excluding taxes) and expiration depreciated value set forth in the Schedule A and (c) the remaining portion of the sum of two (2) such rent payments amortized on a straight line basis over the lease term considering only full months elapsed. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain all risks casualty insurance on the Vehicles. If requested, Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. The parties waive any right to a jury trial in any related action. Any waiver must be in writing.

18. **Bank-Qualified Tax Designation** Initial box if this paragraph applies. Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles

Dated: 3/3/2015

<p>LESSOR: <u>The City of Brooksville</u></p> <p>Signature: <u>Frankie Bussard</u></p> <p>Title: <u>Mayor</u></p> <p>Signature: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Title: _____</p>	<p>LESSOR: <u>The Bancorp Bank dba Mears Leasing</u></p> <p>Signature: <u>Maureen Vezina</u></p> <p>Title: <u>V.P. Lease Operations</u></p>
<p>ADDRESS:</p> <p><u>201 Howell Avenue</u></p> <p><u>Brooksville FL 34601</u></p> <p>_____</p> <p>_____</p>	



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: VIRGINIA C. WRIGHT, CITY CLERK *Virginia C. Wright*
SUBJECT: RESOLUTION NO. 2016-12 FDOT CLOSURE FOR THE 42nd ANNUAL BROOKSVILLE CHRISTMAS PARADE

DATE: SEPTEMBER 20, 2016

GENERAL INFORMATION: The Kiwanis Club of Brooksville is planning the 42nd Annual Brooksville Christmas Parade for Saturday, December 10, 2016. Line-up begins at 7:00 a.m. at Oakwood Drive with the parade beginning at 10:00 a.m., ending at 12:30 p.m.

The route will be the same as last year, from Oakwood Drive to Howell Avenue to Main Street crossing over State Road 50A (Jefferson Street) to U.S. 41 (Broad Street) then east on U.S. 41 to Bell Avenue North crossing State Road 50A (Jefferson Street) again to Oak Street.

Staff will need to submit a permit to the State of Florida FDOT, along with attached Resolution 2016-12, upon approval by Council, for closure of Jefferson and Broad Streets. Release of the permit will be pending upon submittal of the Certificate of Insurance, which will be supplied by the Kiwanis Club prior to the event.

BUDGET IMPACT: There is no budget impact associated with approval of this Resolution.

Reviewed by Finance Department: *[Signature]*

LEGAL NOTE: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events.

Reviewed by City Attorney: *[Signature]*

STAFF RECOMMENDATION: Staff recommends Council approval of Resolution No. 2016-12.

- ATTACHMENT:**
- 1. Resolution No. 2016-12
 - 2. State of Florida Road Closure Permit

Attachment 1

RESOLUTION NO. 2016-12

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN MAIN STREET AND BELL AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, DECEMBER 10, 2016 ; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City desires to promote businesses in and to bring visitors to the downtown area; and,

WHEREAS, the City desires to support the Annual Brooksville Christmas Parade that brings visitors to the City and to the downtown area and to promote commerce in the downtown area; and,

WHEREAS, pursuant to the City of Brooksville Code of Ordinances, Section 74-1(b) and Section 74-165(a), the City Council may close streets for downtown events; and,

WHEREAS, the Kiwanis Club of Brooksville, the sponsoring organization for the parade, has been approved for a right-of-way closure and use permit contingent upon submission of an appropriate certificate of liability insurance naming the City as an additional insured in an amount appropriate for the event at least 30 days prior to the event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:

SECTION 1. STREET CLOSURES. The City Council recognizes the closure of the following Brooksville roadway segments to street traffic is necessary for public safety during the downtown event; and the City Council authorizes the following closures from 9:00 a.m. to 2:00 p.m. on the date of the parade:

- Oakwood Drive west to Howell;
- South on Howell (Main) crossing State Road 50A (Jefferson Street) to US 41 (Broad Street);
- East on US 41 (Broad Street) to Bell Avenue;
- North on Bell Avenue crossing State Road 50A (Jefferson Street) to Oak Street;
- East on Oak Street to US 41;
- North on US 41 to Kelly Street.; West onto Kelly Street at parade.

SECTION 2. CONFLICT. Any prior resolution or policy of the City inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

SECTION 3. SEVERABILITY. If any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this resolution are hereby declared severable.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption by the City Council.

ADOPTED this 3rd day of October, 2016.

CITY OF BROOKSVILLE

ATTEST: _____
Virginia C. Wright, City Clerk

BY: _____
Natalie Kahler, Mayor

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

VOTE OF CITY COUNCIL

Battista _____
Burnett _____
Erhard _____
Kahler _____
Kemerer _____

Thomas S. Hogan, Jr., City Attorney
City Attorney

Attachment 2

REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.
 2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.
 3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION Kiwanis Club of Brooksville		PERSON IN CHARGE Larry Fluty	DATE 9/12/2016
ADDRESS OF ORGANIZATION P. O. Box 685, Brooksville, FL 34605			TELEPHONE NUMBER 352-410-1498
TITLE OF EVENT Annual City of Brooksville Kiwanis Christmas Parade			
DATE OF EVENT 12/10/2016	STARTING TIME OF EVENT 9:00 AM	DURATION OF EVENT (APPROX.) 4 hours	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 6:00 AM See Exhibit A
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. – INCLUDE MAPS) From parade start at the intersection of Varsity Dr and Oakwood Dr, west on Oakwood Dr to Howell Ave (Main St), then south on Howell (Main) crossing over State Road 50A (Jefferson St) to US 41 (Broad St), then east on US 41 (Broad St) to Bell Ave, then north on Bell Ave crossing State Road 50A (Jefferson St) to Oak St, then east on Oak St to US 41, then north on US 41 to Kelly St, then west onto Kelly St at parade end.			
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES – INCLUDE MAPS) See Exhibit A and Exhibit B			
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) City of Brooksville Police Department			
SPECIAL CONDITIONS			
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING			
LICENSED PYROTECHNICS OPERATOR <u>NA</u> LICENSE NO. _____			
APPROVAL OF LOCAL FIRE DEPARTMENT _____			
LIABILITY INSURANCE CARRIER _____ POLICY EFFECTIVE DATE _____			
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)			
LENGTH OF COVERAGE _____ DAYS			
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____			
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)			
TYPED NAME AND TITLE (INCLUDE BADGE NO. IF APPROPRIATE)		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY	DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL		SIGNATURE OF CITY/COUNTY OFFICIAL	DATE SIGNED

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by: Kiwanis Club of Brooksville

Place Corporate Seal

Permittee

Signature and Title

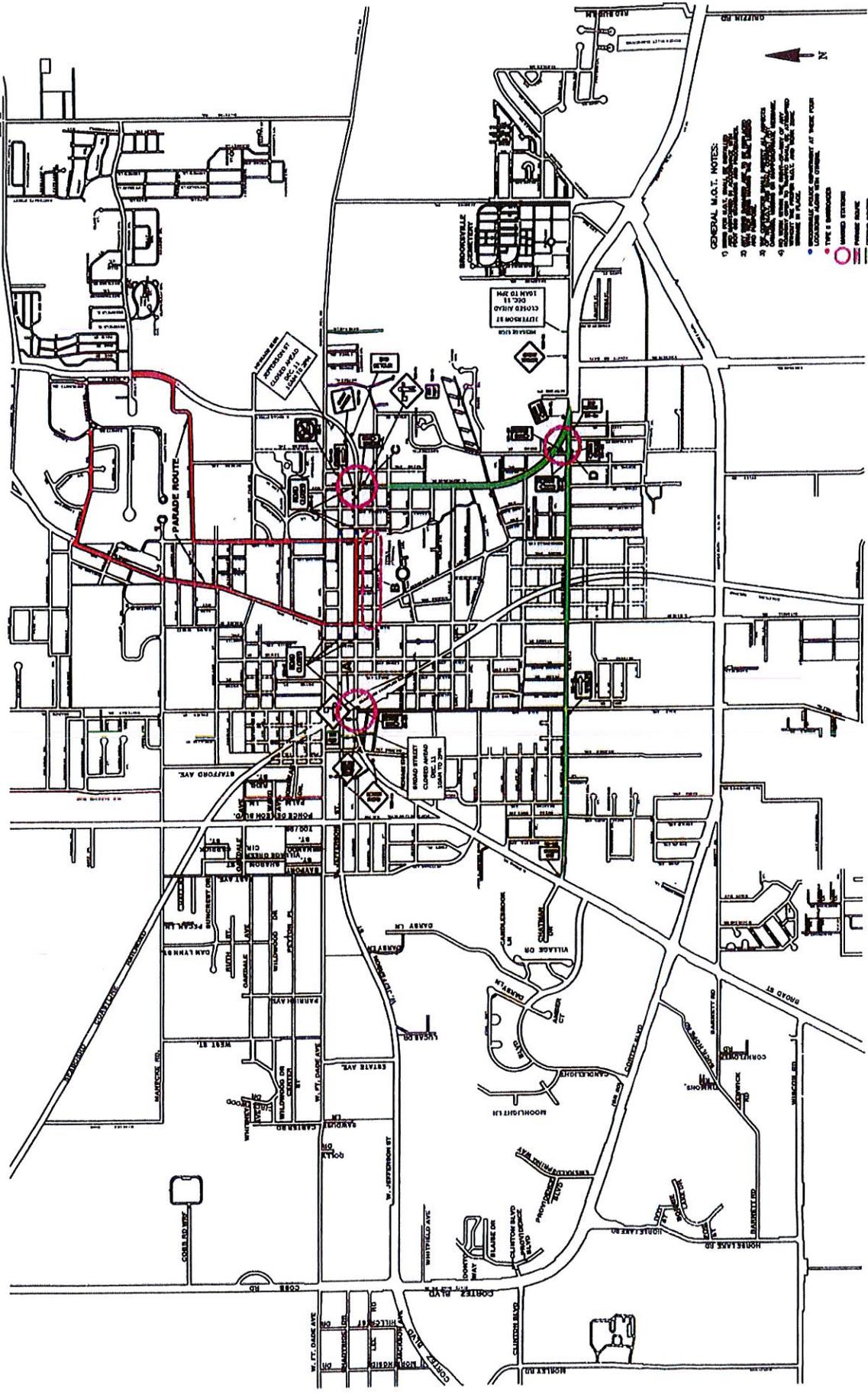
Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

DISTRIBUTION: Original – Permittee
1st copy – District Maintenance Office
2nd copy – Local Maintenance Engineer



- GENERAL M.O.T. NOTES:**
1. AREA FOR M.A.T. SHALL BE SURVEYED.
 2. ALL M.A.T. SHALL BE SURVEYED.
 3. ALL M.A.T. SHALL BE SURVEYED.
 4. ALL M.A.T. SHALL BE SURVEYED.
 5. ALL M.A.T. SHALL BE SURVEYED.
 6. ALL M.A.T. SHALL BE SURVEYED.
 7. ALL M.A.T. SHALL BE SURVEYED.
 8. ALL M.A.T. SHALL BE SURVEYED.
 9. ALL M.A.T. SHALL BE SURVEYED.
 10. ALL M.A.T. SHALL BE SURVEYED.
- TYPE 1 BARRICADES
 - OCCASIONAL POLICE ASSIGNMENT AT THESE POINTS
 - MARKED EXTENSION
 - PERMIT ROUTE
 - OTHER NOTES



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR *B. Geiger*
SUBJECT: HTG FREEDOM II, LLC – DEVELOPMENT AGREEMENT TO DEFER THE PAYMENT OF IMPACT FEES FOR PROPOSED AFFORDABLE HOUSING PROJECT SITE
DATE: SEPTEMBER 20, 2016

GENERAL SUMMARY/BACKGROUND: A company known as HTG Freedom II, LLC (HTG) is planning on submitting applications to the Florida Housing Finance Corporation (FHFC) to finance an affordable housing project within the City of Brooksville. The FHFC requires a contribution from the local government in order for the private developer's application for funding to be considered competitive. The deferral of impact fees by a local government is considered a local government contribution by the FHFC. Typically, the FHFC only finances one project per County if money is available.

The project location in Brooksville that HTG will be submitting financing applications for is a vacant, undeveloped property located on the east side of Hale Ave, approximately 607 feet north of Cortez Blvd. The City Council approved a Multifamily future land use and zoning designation for this property within this past year.

The proposed development agreement provides for the City to defer the developer's payment of impact fees for the project for a period of seven years in the amount of \$65,000. At the time of permitting, the Developer will be required to provide a escrow amount equal to the deferral amount to ensure that the deferred fees are paid when due.

The City's promotion and collaboration with private and public entities to ensure affordable, safe and sanitary housing within the municipal jurisdiction is consistent with the City Comprehensive Plan. The developer will be required to comply with all government approval processes and regulations in order to receive a permit to construct the project.

BUDGET IMPACT: If the impact fee deferral agreement is approved and the FHFC funds this project in the City of Brooksville, the impact fees for the project in the amount of up to \$65,000 would be deferred for a period of seven years. The developer estimates the present value of this local government contribution to be \$20,316.61 at a discount rate of 5.5%.

Reviewed by Finance Department: *[Signature]*

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of municipal and fiscal benefit. These Agreements are consistent with Hernando County Code (Chapter 23, Article 3) and policy pertaining to payment requirements for impact fees.

Reviewed by City Attorney: 

STAFF RECOMMENDATION: Approve the proposed agreement and authorize the Mayor to sign the same.

ATTACHMENTS: 1. Draft agreement for the prospective affordable housing project site
2. Site Boundary Survey

Attachment 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of October, 2016, by and among the City of Brooksville, a Florida municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601-2041 and HTG Freedom II, LLC, ("Developer") and its successors or assigns, whose address is 3225 Aviation Avenue, Suite 602 Coconut Grove, FL 33133 regarding the deferral of certain impact fees for a period of years in connection with the development of a new multifamily affordable housing project. The parties state:

Recitals

WHEREAS, for purposes of the foregoing incentive regarding the deferral of impact fees for affordable housing units, the City interprets and limits this to mean impact fees related to only those affordable housing units which are for multifamily housing and where the Florida Housing Finance Corporation ("FHFC") may grant its formal approval of the subject project through a competitive application process and/or is participating in the financing of said project; and,

WHEREAS, the Developer seeks to develop land in the City of Brooksville with more than seventy (70) units of multifamily affordable housing, with said land described in Exhibit "A" attached to this Agreement ("Project"); and,

WHEREAS, the Developer has requested a local government contribution (the "LGC") from the City to financially assist the Project and such LGC is a requirement for the Project's application to be filed with the FHFC; and,

WHEREAS, the City can provide local assistance by agreeing to defer a certain portion of the City's imposed Impact Fees to the Project for a period of years and which deferral of fees has a certain monetary value to the Project's funding; and,

WHEREAS, Hernando County has adopted an impact fee program in which the City has opted-into and actively administers the assessment, collection and expenditure of said impact fees within the municipal jurisdiction pursuant to rules and regulations promulgated by the County; and,

WHEREAS, Chapter 23, Article 3 of the Hernando County Code of Ordinances allows for an alternative method of paying impact fees pursuant to "a valid and unexpired development agreement between the property owner and the County which specifically addresses the payment of impact fees in some other manner than at the time of the issuance of the building permit or certificate of use;" and,

WHEREAS, Hernando County has approved similar agreements in the promotion of affordable housing projects within the unincorporated area of the County; and,

WHEREAS, the approval of such an agreement by the City is consistent with the County's regulations and policies for implementing its impact fee program and the promotion and collaboration with private and public entities to ensure affordable, safe and sanitary housing is consistent with the City Comprehensive Plan; and

WHEREAS, the City is very aware of the present demand and need for affordable, safe and sanitary housing within the City;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents and in consideration of the mutual understanding and agreements hereinafter set forth and contained, the parties agree as follows:

I. RECITALS

The above Recitals are incorporated herein by reference and made a part hereof.

II. DEFINITIONS

In addition to those terms specifically defined in the Recitals above (or elsewhere herein), the following definitions shall apply throughout this Agreement:

“Affordable Housing Units” means those affordable housing units which are for multifamily housing and where the Florida Housing Finance Corporation (the “FHFC”) has granted its formal approval of the subject project through a competitive application process and/or is participating in the financing of said project.

“Deferred Impact Fees” means those Impact Fees in the amount of Sixty-five thousand Dollars (\$65,000.00) deferred pursuant to this Agreement.

“Deferred Period” means seven (7) years from the date the City issues the first building permit for the Project.

“Developer” means HTG Freedom II, LLC, its successors and/or assigns.

“Effective Date” means the last date signed by the Developer and the City and the date upon which this Agreement shall take effect.

“Impact Fees” means those fees imposed on new construction multifamily developments as set forth in Chapter 23, Article 3 of the Hernando County Code of Ordinances and further delineated in the City’s Impact Fee schedule.

Local Government Contribution (“LGC”) means that assistance, having monetary value to the Project, that the City is offering to the Developer in connection with the Developer’s application to the FHFC and with the ultimate goal of assisting with the funding of the Project through the deferral of a portion of the Project’s Impact Fees for a period of years.

III. DURATION

This Agreement shall terminate upon the City’s receipt in full of all impact fees deferred pursuant to this Agreement, or by operation of applicable law, whichever occurs first, or as provided under Section VII below.

IV. CONSISTENCY WITH COMPREHENSIVE PLAN

The City finds and agrees that the Project is consistent with the City of Brooksville Comprehensive Plan relating to affordable housing. The foregoing being subject to the Developer complying with all applicable City land development regulations and laws.

V. DEFERRAL OF A PORTION OF THE PROJECT'S IMPACT FEES

The City agrees to the deferral of a portion of the Project's total Impact Fees – which are generally due at time of building permitting – subject to the following terms and conditions:

A. Amount and Timing of Deferred Impact Fees. The City agrees to allow the Developer to defer payment of the first **Sixty-five Thousand Dollars** (\$65,000.00) of Impact Fees in connection with the construction of the Project (the "Deferred Amount"). The deferral period shall be for the duration of the Deferred Period (as defined in Article II above). The Deferred Amount shall be due and payable in full and shall be paid to the City within thirty (30) days of the end of the Deferred Period without further demand or notice by the City.

B. Calculation of Impact Fees. The total Impact Fees, without reducing the Deferred Amount, shall be calculated by the City at the time of building permitting in accordance with the City's regulations in effect at the time of building permit approval for the Project, (the "Total Impact Fees Amount").

C. Payment of Impact Fees at Time of Building Permitting. The Deferred Amount shall be subtracted from the Total Impact Fee Amount and this remaining amount shall be paid in full by the Developer to the City at the time of building permitting. All Impact Fees received by the City may be used as provided for in Section V. (F) below.

D. Composition of the Deferred Amount. The Deferred Amount shall be composed of the Project's total Impact Fees in the following order of preference: (1) first to Roads Impact Fees, if any; and (2) if the total of all Roads Impact Fees is less than the Deferred Amount, then the remaining Deferred Amount shall be composed of the Parks Impact Fees; and (3) if the total of all Roads Impact Fees and Parks Impact Fees are less than the Deferred Amount, then the remaining Deferred Amount shall be composed of Public Capital Facilities Impact Fees; and (4) if the combination of all aforesaid Impact Fees are still less than the Deferred Amount, then the remaining balance shall be composed of the City Fire District Impact Fees.

E. Escrow of Deferral Amount. The Developer shall enter into an Escrow Agreement with the City and escrow an amount which shall equal the Deferral Amount and with an Escrow Agent acceptable to both the Developer and the City. Additionally, the Escrow Agreement shall be acceptable to FHFC. The required funds shall be deposited with the Escrow Agent prior to the City issuing the first building permit for the Project.

F. Use of Funds. For purposes of this Agreement, the parties agree that the City shall be entitled to use and spend all non-deferred Impact Fees that it receives from the Developer at time of building permitting, immediately upon receipt thereof, and said amount **shall be deemed**

non-refundable. This provision shall also apply to the City's receipt of the Deferred Amount following the conclusion of the Deferred Period. Payments of all Impact Fees shall be by check payable to "City of Brooksville" and delivered to the City of Brooksville Development Department.

VI. AUTHORIZATION OF CITY ADMINISTRATOR TO EXECUTE FHFC FORMS.

Upon full execution of this Agreement, the City Manager (or the Manager's designee) is authorized to, and shall execute FHFC Forms related to the LGC for the Project. Such forms are required to be provided by the Developer to the FHFC by October 13, 2016, and therefore such forms shall be provided to the Developer by no later than October 6, 2016.

VII. APPROVAL BY FHFC.

This Agreement shall be deemed null and void, and each party shall be deemed to fully release the other for and against any and all claims, actions, disputes and appeals, in the event that the Project is not approved and/or funded by the FHFC in connection with one or more competitive application(s) within three (3) years from the Effective Date of this Agreement.

VIII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions as to this Project and/or the development of the subject property.

IX. AFFORDABLE HOUSING INCENTIVES

This Agreement shall not affect the ability of the Developer to apply for other affordable housing incentives under any federal, state or City program applicable to the Project.

X. NOTICES

Any notices, reports or communications required by this Agreement shall be sent to the other party at the address contained in the initial heading, and with copies to:

Developer: Matthew Rieger, President
HTG Freedom II, LLC
3225 Aviation Avenue, Suite 602
Coconut Grove, FL 33133
305-860-8188

City of Brooksville: T. Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601
352-540-3810

XI. ENTIRE AGREEMENT

This document contains the entire Agreement of the parties hereto with respect to the deferral and payment of the Project's Impact fees. No oral statements, representations or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

XII MODIFICATION

No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by both the City and the Developer or its successors/assigns.

XIII RECORDING; BINDING EFFECT; ASSIGNMENT

This Agreement shall be recorded in the public records at the Developer's expense, once the FHFC application has been approved and/or funded by the FHFC. This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto. The Developer may assign its respective rights and obligations hereunder to any successor-in-interest as to such Developer's Project.

XIV. COUNTERPARTS

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

XV. AUTHORITY

This Agreement is entered into pursuant to the regulations and policies of Hernando County and the City of Brooksville.

XVI. GOVERNING LAW; DISPUTES

This Agreement shall be interpreted and construed in accordance with the laws of Florida. Any dispute to this Agreement shall be litigated in civil court in Hernando County, Florida. Each party shall be responsible for its own costs and attorney's fees in the event of any dispute, claim, action and/or appeal.

-Remainder of this page intentionally left blank-

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

ATTEST:

CITY OF BROOKSVILLE

VIRGINIA WRIGHT, CITY CLERK

By: _____
NATALIE KAHLER, MAYOR

Approved as to Form
and Legal Sufficiency

By: _____
Thomas S. Hogan Jr., City Attorney

HTG FREEDOM II, LLC

By: _____

[print name and title]

STATE OF _____
CITY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
201__ by _____, as _____ of HTG FREEDOM
II, LLC who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

[Print or stamp name, title and notary number]

Exhibit "A"

The subject property consists of one parcel in the City of Brooksville as shown on the attached survey of the site and with the Parcel Id number R27 422 19 0000 0330 0000 (Key: 00358277), with the following legal description:

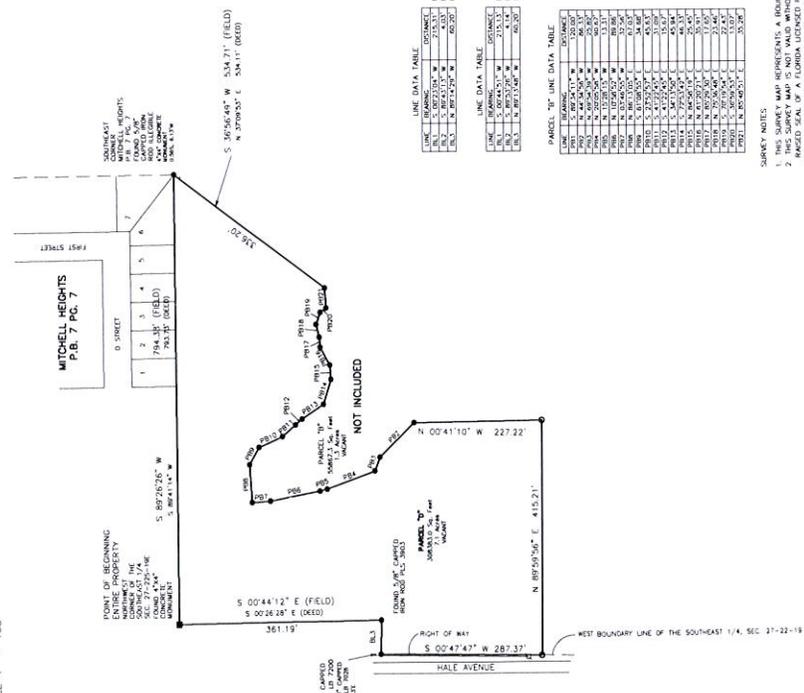
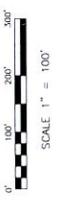
PARCEL D DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE S 00°44'12" E ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 361.19 FEET; THENCE LEAVING SAID WEST LINE N 89°14'29" W A DISTANCE OF 60.20 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HALE AVENUE; THENCE S 00°47'47" W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 287.37 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE N 89°59'56" E A DISTANCE OF 415.21 FEET; THENCE N 00°41'10" W A DISTANCE OF 227.22 FEET; THENCE N 44°34'56" W A DISTANCE OF 86.33 FEET; THENCE N 69°54'39" W A DISTANCE OF 25.82 FEET; THENCE N 20°05'58" W A DISTANCE OF 90.67 FEET; THENCE N 15°28'15" W A DISTANCE OF 13.31 FEET; THENCE N 10°58'52" W A DISTANCE OF 89.86 FEET; THENCE N 03°46'55" W A DISTANCE OF 32.55 FEET; THENCE N 86°13'05" E A DISTANCE OF 67.03 FEET; THENCE S 61°08'55" E A DISTANCE OF 34.68 FEET; THENCE S 23°52'57" E A DISTANCE OF 45.63 FEET; THENCE S 41°22'45" E A DISTANCE OF 31.09 FEET; THENCE S 41°22'45" E A DISTANCE OF 15.67 FEET; THENCE S 34°13'50" E A DISTANCE OF 45.94 FEET; THENCE S 72°53'42" E A DISTANCE OF 46.33 FEET; THENCE N 84°58'19" E A DISTANCE OF 25.45 FEET; THENCE N 61°20'21" E A DISTANCE OF 35.91 FEET; THENCE N 85°29'30" E A DISTANCE OF 17.65 FEET; THENCE N 75°36'48" E A DISTANCE OF 23.46 FEET; THENCE S 70°19'54" E A DISTANCE OF 22.43 FEET; THENCE S 36°59'53" E A DISTANCE OF 13.07 FEET; THENCE N 85°48'51" E A DISTANCE OF 35.28 FEET; THENCE N 36°56'49" E A DISTANCE OF 336.20 FEET TO THE SOUTHEAST CORNER OF MITCHELL HEIGHTS AS RECORDED IN PLAT BOOK 7, PAGE 7 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 89°26'26" W ALONG THE SOUTH LINE OF SAID MITCHELL HEIGHTS AND A WESTERLY PROJECTION OF SAID LINE A DISTANCE OF 794.38 FEET TO THE POINT OF BEGINNING.

Attachment 2

SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

BOUNDARY SURVEY
PREPARED FOR AND CENTERED TO
SEE CERTIFICATIONS



LINE DATA TABLE

LINE BEARING	DISTANCE	FIELD	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED

LINE DATA TABLE

LINE BEARING	DISTANCE	FIELD	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED

PARCEL "D" LINE DATA TABLE

LINE BEARING	DISTANCE	FIELD	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED
S. 89°26'58" W	334.17	(DEED)	MEASURED

PARCEL D DESCRIPTION:
BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE S 00°44'12" E ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 361.19 FEET; THENCE LEAVING SAID WEST LINE N 89°14'29" W A DISTANCE OF 60.20 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HALE AVENUE; THENCE S 00°47'47" W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 287.37 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE N 89°59'56" E A DISTANCE OF 415.21 FEET; THENCE N 00°41'10" W A DISTANCE OF 227.22 FEET; THENCE N 44°34'56" W A DISTANCE OF 86.33 FEET; THENCE N 69°54'39" W A DISTANCE OF 25.82 FEET; THENCE N 20°05'58" W A DISTANCE OF 90.67 FEET; THENCE N 15°28'15" W A DISTANCE OF 13.31 FEET; THENCE N 10°58'52" W A DISTANCE OF 89.86 FEET; THENCE N 03°46'55" W A DISTANCE OF 32.55 FEET; THENCE N 86°13'05" E A DISTANCE OF 67.03 FEET; THENCE S 61°08'55" E A DISTANCE OF 34.68 FEET; THENCE S 23°52'57" E A DISTANCE OF 45.63 FEET; THENCE S 41°22'45" E A DISTANCE OF 31.09 FEET; THENCE S 41°22'45" E A DISTANCE OF 15.67 FEET; THENCE S 34°13'50" E A DISTANCE OF 45.94 FEET; THENCE S 72°53'42" E A DISTANCE OF 46.33 FEET; THENCE N 84°58'19" E A DISTANCE OF 25.45 FEET; THENCE N 61°20'21" E A DISTANCE OF 35.91 FEET; THENCE N 85°29'30" E A DISTANCE OF 17.65 FEET; THENCE N 75°36'48" E A DISTANCE OF 23.46 FEET; THENCE S 70°19'54" E A DISTANCE OF 22.43 FEET; THENCE S 36°59'53" E A DISTANCE OF 13.07 FEET; THENCE N 85°48'51" E A DISTANCE OF 35.28 FEET; THENCE N 36°56'49" E A DISTANCE OF 336.20 FEET TO THE SOUTHEAST CORNER OF MITCHELL HEIGHTS AS RECORDED IN PLAT BOOK 7, PAGE 7 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 89°26'26" W ALONG THE SOUTH LINE OF SAID MITCHELL HEIGHTS AND A WESTERLY PROJECTION OF SAID LINE A DISTANCE OF 794.38 FEET TO THE POINT OF BEGINNING.

Gary W Smith

Digitally signed by Gary W Smith
DN: cn=Gary W Smith, o=Gary W Smith Associates, ou=Gary W Smith Associates, email=gsmith@gwsa.com
Date: 2018.07.13 15:51:09 -0400



Gary W Smith
10000 W. US Highway 90, Suite 45272
Hernando County, Florida 34426
THIS SURVEY MAP WAS PREPARED BY A LICENSED SURVEYOR AND IS ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE

LEGEND
 * CITY TABLE
 * CITY AND/OR
 A. SIGN
 B. WATER METERS
 O. SET FROM SURF AND CAP (AS SHOWN)

NOTE:
 1. THIS SURVEY MAP REPRESENTS A BOUNDARY SURVEY.
 2. THIS SURVEY MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RECORDS OF THE SURVEYOR.
 3. ADDITIONS AND/OR DELETIONS TO SURVEY MAPS BY ANYONE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SURVEYOR ARE STRICTLY PROHIBITED.
 4. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE CHARGED.
 5. BEARINGS AND COORDINATES SHOWN HEREON ARE ON THE FLORIDA STATE PLANE.
 6. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE CHARGED.
 7. 2011 ADJUSTMENT, ORIGINATING FROM NAD 83, STATION "HERNCO15" WITH PUBLISHED COORDINATES OF N 1029844.76, E 541275.82

REUSE OF DOCUMENT
 PERSON
 DATE
 TIME
 SHEET
 OF 1 SHEET
 15086

Coastal
 Coastal Surveying & Mapping, Inc.
 9866 Coastal Highway, Suite 100
 Jacksonville, Florida 32256
 Phone: 904.724.8888
 Fax: 904.724.8889
 Email: info@coastalsurveying.com
 Coastal Surveying & Mapping, Inc.
 Florida Certificate of Registration No. 2100
 Registration Number: 1513
 Registration Date: 01/15/2013

PREPARED BY
 DATE
 TIME
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 OF 1 SHEET
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