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

NOVEMBER 7, 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 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
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE

NOVEMBER 7, 2016 **7:00 P.M.**

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PROCLAMATIONS & CERTIFICATES

1. **Margaret R. Ghiotto Beautification Award - Print Shack Commercial Improvement Award**
   Recognition of improvements to the commercial property located at 210 West Jefferson Street.

Presentation:	Scott Renz, Beautification Board Chair and Mayor
Attachments:	Letter from Beautification Board Chair dated 10/14/ 2016; Award Certificate

2. **Proclamation –Small Business Saturday**
   Proclamation declaring Saturday, November 26, 2016 as Small Business Saturday.

Presentation:	Mayor
Attachments:	Proclamation

D. PRESENTATIONS & REQUESTS FOR SPONSORSHIP CREDITS

1. **Special Event Sponsorship Credit Request – Hernando County Fine Arts Council 33rd Annual "Art in the Park" Event**
   Consideration of request for Special Event Sponsorship Credit in the amount of $600 for the "Art in the Park" event scheduled for March 11 – March 12, 2017.

Presentation:	Hernando County Fine Arts Council
Recommendation:	Direction to Staff
Attachments:	Letter of request from the Co-Chairman dated 06/28/16; Facility Use Agreement; Special Event Sponsorship Credit Spreadsheet

E. CITIZEN INPUT

F. PUBLIC HEARINGS

**Entry of Proof of Publication into the Record*

1. Ordinance No. 770-C - Amendment to Police Officers Retirement Trust Fund

Consideration to agree to the Alternative 1 chosen by the Police Officers, and to approve the Second and Final Reading of Ordinance No. 770-C.

Presentation:	City Attorney
Recommendation:	Agree to Alternative 1 and Approval of Second and **Final Reading** of Ordinance No. 770-C upon Roll-call vote
Attachments:	Memo from Chief of Police dated 10/19/2016; Ordinance No. 770-C; Letter from Pension Board Attorney.

G. REGULAR AGENDA

1. U.S. 41 and Cortez Commons Final Subdivision Plat

Consideration for approval of the final plat labeled U.S. 41 and Cortez Commons as submitted by Davris, Inc.

Presentation:	City Planner
Recommendation:	Approval of Final Plat labeled U.S. 41 & Cortez Commons as submitted by Davris, Inc.
Attachments:	Memo from City Planner dated 11/07/2016; Petitioner's Narrative; Final Plat

2. Sterling Terrace, LTD/Rochester Park, LTD – Development Agreements to Defer the Payment of Impact Fees for Prospective Senior Housing Project Sites

Consideration to approve the proposed agreements and authorize the Mayor to sign the same.

Presentation:	Community Development Director
Recommendation:	Approval of proposed Agreements & Authorize the Mayor to sign the same.
Attachments:	Memo from Community Development Director dated 10/11/2016; Draft of Proposed Agreements.

3. **USDA Loan/Bond - Resolution 2016-15**
Consideration to approve and adopt Resolution 2016-15, USDA Loan/Bond in the amount of $94,500 for the acquisition of fire engine/truck.

Presentation:	Fire Chief
Recommendation:	Approval of
Attachments:	Memo for Fire Chief dated 11/07/2016; Resolution No. 2016-15.

4. **Ernie Chatman Field Dedication**
Consideration to approve the naming of the stadium field located in the Tom Varn Park to read as "Ernie Chatman Field at Tom Varn Stadium."

Presentation:	Parks, Recreation & Facilities Director
Recommendation:	Approval of naming the stadium field located in the Tom Varn Park to read as "Ernie Chatman Field at Tom Varn Stadium."
Attachments:	Memo from Parks, Recreation & Facilities Director dated 10/26/2016

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

CORRESPONDENCE TO NOTE

1.

TYPE:	Release of Lien
DATE RECEIVED:	October 21, 2016
RECEIVED FROM:	City Manager
ADDRESSED TO:	N/A
SUBJECT:	Release of Lien (Official Records Book 3322, page 1680 Public Records of Hernando County) Florida Superior Properties Economic Community Services, Inc.

2.

TYPE:	Release of Lien
DATE RECEIVED:	October 21, 2016
RECEIVED FROM:	City Manager
ADDRESSED TO:	N/A
SUBJECT:	Release of Lien (Official Records Book 3344, page 1866 Public Records of Hernando County Florida Superior Properties Economic Community Services, Inc.

3. TYPE: Letter
   DATE RECEIVED: October 12, 2016
   RECEIVED FROM: Pastor John Hensel, Christian Life Assembly of God
   ADDRESSED TO: Mayor Kahler
   SUBJECT: Annual Thanksgiving Dinner Outreach

4. TYPE: Email
   DATE RECEIVED: November 1, 2016
   RECEIVED FROM: Public Works Director
   ADDRESSED TO: City Manager
   SUBJECT: Striping Project

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Lynn Sosa, ADA Coordinator, no later than 48 hours in advance of the meeting at (352) 540-3810. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

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

City of Brooksville

352.540.3810 Phone
352.544.5424 Fax

AGENDA ITEM NO. C1

October 14, 2016

Print Shack
210 West Jefferson Street
Brooksville, FL 34601

Re: Margaret R. Ghiotto Commercial Improvement Award

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Improvement Award for beautifying your business at 210 West Jefferson Street.

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, November 7, 2016 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 Dodie Barger at (352) 540-3830 or LBarger@cityofbrooksville.us.

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

Sincerely,

Scott Renz, Chairman
Beautification Board

/ldb

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

PRINT SHACK

210 West Jefferson Street

Presented this 7th day of November, 2016

Mayor

City Clerk

AGENDA ITEM NO. C2

City of Brooksville

Proclamation

Whereas, The City of Brooksville in partnership with Brooksville Main Street and the Greater Hernando County Chamber of Commerce believe that small businesses are the backbone of our economy and the glue that holds communities together and they are on a mission to diversify our economy by supporting small businesses, and support our local businesses that create jobs, boost our local and state economies, and preserve our neighborhoods; and

Whereas, according to the US Small Business Administration over 28 million small businesses in America account for 54% of all U.S. sales. Small businesses provide 55% of all jobs and 66% of all net new jobs since the 1970s. The 600,000 plus franchised small businesses in the U.S. account for 40% of all retail sales and provide jobs for some 8 million people. The small business sector in America occupies 30-50% of all commercial space, an estimated 20-34 billion square feet. The number of small businesses in the United States has increased 49% since 1982. Since 1990, as big business eliminated 4 million jobs, small businesses added 8 million new jobs; and

Whereas, some economists state that with every $100 spent at a small local retailer, $68 will return to the community through taxes, payroll and donations to local schools and charities; and public awareness of the contributions made by City of Brooksville local businesses is the key to sustaining a healthy business climate; and

Whereas, the residents of this community are grateful to the small businesses of the City of Brooksville for their generous contribution to the quality of life we all enjoy; and

Whereas, The Greater Hernando County Chamber of Commerce joins Brooksville Main Street, American Express, U.S. Chamber of Commerce and the City of Brooksville in supporting America's locally owned Small Businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, Advocacy groups and public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim Saturday, November 26, 2016 as

"Small Business Saturday"

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 7th day of November, 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 Council
AGENDA ITEM: D1
November 7, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR

SUBJECT: TOM VARN PARK SPECIAL EVENT SPONSORSHIP CREDIT REQUEST "ART IN THE PARK"

DATE: October 12, 2016

GENERAL SUMMARY/BACKGROUND: The Hernando County Fine Arts Council, a nonprofit organization, is hosting their annual "Art in the Park" event at Tom Varn Park, with a set-up scheduled for March 10, 2017. The actual event will take place on March 11th and March 12th 2017. The anticipated attendance for the 2-day event is approximately 3,500. The organization is requesting that Council consider a sponsorship credit for this event. The total park fee would be $600.

A security deposit in the amount of $275 has been received and a Certificate of Insurance listing the City as additional insured is required for the event.

BUDGET IMPACT: Special Event Sponsorship Credit funding in the amount of $15,000 is currently allocated within the General Fund budget for FY2017, line item number 001-010-511-59901. Of that amount, $4,160.17 has been awarded, leaving a balance of $10,839.83.

Reviewed by Finance Department: _____

LEGAL REVIEW: Pursuant to Special Events Sponsorship Credit Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

Reviewed by City Attorney: _____

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:
1. Letter of request from the Co-Chairman dated 06/28/16
2. Facility Use Agreement
3. Special Event Sponsorship Credit Spreadsheet

ATTACHMENT 1

The Hernando County Arts Council
205 EAST FORT DADE AVENUE, BROOKSVILLE, FL 34601
PO BOX 1265 - 34605
352-587-8062

Mike Walker, CPRP
City of Brooksville Director,
Parks/Facilities and Recreation
99 Jerome Brown Place
Brooksville, FL 34601

June 28, 2016

RE: Art In the Park 2017

Once again the Hernando County Arts Council would like to hold its 33rd. Annual Art in the Park March 11 & 12, 2017 in Tom Varn Park.

The Art in the Park Show is a highly publicized juried art show that attracts over 100 local, state and national Fine art and craft exhibitors, the other activities that we have this weekend will include a Juried Student art show featuring over 300 works by students from elementary schools through college level throughout our county.

We also have a Kids Zone available to all the children to help educate them and excite them about all varieties of arts with the help of volunteer artists.

There will be two stages with a wide variety of entertainment featuring many local groups for everyone's continual pleasure. We will also have a food court with a taste of many culinary delights some from local schools as well as restaurants and out of town vendors.

This is a great family "signature" event held each year in the City of Brooksville that will draw over 5,000 visitors.

In accordance with Special Event Fee Waiver policy #3-2012 we would like to request a 50% park waiver on park fees and would appreciate it if you would set up an appointment with the City Council in order for us to make our formal request.

Paul Shaskan and Jan Knowles co-chairman of Art in the Park
352-597-7435 352-279-5182 hernandofinearts@gmail.com

ATTACHMENT 2

☆ Fee Waiver Request ☆

Fee
Deposit ✓ CK#5852
DNS
Calendar ✓

CITY OF BROOKSVILLE
PARKS & RECREATION DEPARTMENT
FACILITY USE AGREEMENT

____ Jerome Brown Community Center ( ) Hall/Gym ( ) Conference Room ( ) Kitchen
____ Enrichment Center ( ) 1st Fl Conf. Rm. ( ) 2nd Fl Conf. Rm. ( ) Kitchen
____ Other Facility Tom Varn Park

Name of applicant (User): Hernando County Arts Council

If an organization, name of representative: Sonny Vergara

X Not-for-Profit (attach copy of certificate) _____ Government Agency _____ City Co-Sponsored

Address: 205 E. Ft. Dade Ave City: Brooksville State: FL Zip: 34601

Contact person: Jan Knowles Day Telephone 352-279-5182 Evening —

Alternate contact person: Paul Shaskan Day Telephone 352-597-7435 Evening —

Description of event: 33rd Annual "Art in the Park" Arts + Crafts - approx 100-120 stage entertainment - food vendors - Kids Zone - Free event Anticipated attendance: 3500

Attendees will be: ✓ Adult ✓ Teen ✓ Elem __ Preschool; If youth event, number of supervising adults: 4-5

Day(s) of event: M - T - W - Th - F - (Sa) (Su) Start date of event: 3-11-17 Ending date: 3-12-17

Time event begins: _____ AM/PM Time event ends: 11th 5:00 pm 12th 4:00 AM/(PM)

Set-up: Date _____ From 10:00 (AM)/PM to 5:00 AM/(PM)

Will event be open to the general public? ✓ Yes ___ No; Admission/donation/fee**: ✓ Yes ___ No $_____

Food/merchandise sales*: ✓ Yes ___ No; Describe: various foods - some non profits

Refreshments served: ___ Yes ✓ No; Describe: —

Number of paid security officers (if applicable): Two Scheduled from 7:00 AM/(PM) to 7:00 (AM)/PM
10th Fri & Sat w/ 2

RATES & FEES

User Fees: The base user fee for the requested facility is $_____(plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

Deposit: An initial deposit equal to the Security Deposit is due when the Facility Use Agreement is signed. If the projected rental and fees exceed the basic Security Deposit, such additional amounts are to be paid not less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges,

The Hernando County Arts Council

Office Location
205 E. Fort Dade Ave
Brooksville, 34601
352-587-8062

Jan Knowles
Projects Coordinator
352-279-5182

Mailing Address
PO Box 1265
Brooksville, FL 34605

janknowlesfl@gmail.com
hernandofinearts@gmail.com
www.hernandoarts.org

3rd Annual Art in the Park Festival
March 11th & 12th, 2017

Event Location
Tom Varn Park
306 Darby Lane
Brooksville, FL 34601
www.hernandoarts.org

Co - Chairman
Jan Knowles
Cell: 352-279-5182

Mailing Address
PO Box 1265
Brooksville, FL 34605

janknowlesfl@gmail.com
hernandofinearts@gmail.com

USE AGREEMENT TERMS

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.

2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.

3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.

4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.

5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.

6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.

7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.

8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of $500,000 Property Damage, General Liability $1,000,000/$2,000,000, Automobile Liability $1,000,000/$2,000,000 and Workman's Compensation with Statutory Limits* or provide notarized affidavit of exemption listing relevant statutes with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event.

9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnity the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.

10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.

11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

To the best of my knowledge, all information on this application is correct. I have ~~received~~, read, understand, and will comply with the provisions of this Facility Lease Agreement, and that this Agreement is not approved until execution by the City.

Applicant User/Name: PAUL SHASKAN Signature: _____ Date: 7/1/2016

Insurance Required: ___ Yes ___ No; Certificate naming the City as "Additional Insured" attached: ___ Yes ___ No

Alcoholic Beverage Distribution/Consumption Permit ____ Yes ___ No (Attach copy of signed permit)

Base Rent $_____ Other $_____ Total Estimated Cost $_____ Total Estimated Deposit $_____

Initial Deposit (minimum 50% of estimated total) $_____ Received by_____ Date_____ Balance Due (10 days prior to event) $_____

Application Approved By:_____ Date:_____

Not valid unless signed by Director of Parks and Recreation or Authorized Agent.

ATTACHMENT 3

SPONSORSHIP CREDIT APPROVED BY COUNCIL FOR FY2017

Before City Council	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	DPW	Comm. Dev.	Parks & Recreation				
		Council Budgeted Amount									**15,000.00**
7/18/2016	10/15/2016	Junior Service League 5K Fun Run	257.10				275.00	532.10	0.00	532.10	14,467.90
8/1/2016	10/28-30/2016	Florida Agriculture & Wildlife Expo - Stage Request					125.00	125.00	0.00	125.00	14,342.90
9/19/2016	10/8/2016	Dash for Dawn Center - 5K at Tom Varn Park and the Jimmy Brooks Pavilion					320.00	320.00	0.00	320.00	14,022.90
9/19/2016	12/10/2016	Women's Club ChristKindle Festival	556.48		250.40			806.88	0.00	806.88	13,216.02
10/3/2016	12/10/2016	Kiwanis Annual Christmas Parade	1,992.19	598.00	786.00			2,376.19		2,376.19	10,839.83
		TOTALS						4,160.17	0.00	4,160.17	10,839.83

City Council
AGENDA ITEM: F1
NOVEMBER 7, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: CHIEF OF POLICE GEORGE TURNER

SUBJECT: ORDINANCE NO. 770-C

DATE: OCTOBER 19, 2016

GENERAL SUMMARY: The Pension Plan receives money on an annual basis from the State of Florida that represents a portion of the casualty insurance premiums of residents of the City of Brooksville. The purpose of these monies is to provide additional pension benefits for the Police Officers.

In March of 1999, Jeb Bush signed into law Chapter 99-1, Florida Statutes that outlined certain criteria and rules about how the State Monies are to be used by the Plan. The Florida Division of Retirement has varied in their interpretation of how to apply the Statute over the years, so on May 22nd of 2015 , Chapter 2015-39, Florida Statutes was signed into law. This legislation declares that if the City and the majority of the Plan Members can agree on how they want to use the State Monies by mutual consent, then that agreement will be the way the Board applies the Statute each year.

There are two alternatives to choose from to comply with Chapter 2015-39:

Alternative 1 is to allow the City to utilize the current Excess State Monies Reserve to aid in funding the plan.

Alternative 2 is the default methodology outlined in the new law, if mutual consent is not agreed upon, which requires that the excess monies be split between the City and the Officers. For further explanation, please see letter by Police Pension Attorney Bonnie Jensen (attached).

The Police Officers in the Brooksville Plan have elected, by formal ballot vote, to Alternative # 1. The current Excess State Monies Reserve ($9,465.29 lump sum) would be utilized to help fund the current plan benefits. FUTURE STATE MONIES - The annual "Frozen" amount going forward will be $198,565.22. The City will be able to use these State Monies that are received each year, up to that amount, to help offset their funding requirements. Any amounts received above that amount would be split in half, with half going to offset the City's funding requirements and half going into the Share Plan for the Police Officers. (Please note that the actual State Monies received in 2016 were $94,043.81. Therefore, it will likely be a very long time before annual State Monies exceed $198,565.22.)

BUDGET IMPACT: Fund 613 will be increased by the amount of the Excess State Money based on the alternative chosen by Council. Alternative 2 will require additional expenses to administer the separate funds once the annual threshold is met.

Reviewed by Finance Department: _____

LEGAL REVIEW: The City Council Has Home Rule authority pursuant to (Article VIII, 2(b), Florida Constitution, and F.S. §166.011) along with the responsibilities assigned to the City Council and City Police Officers as outlined in section 185.35 Florida Statutes.

Reviewed by City Attorney: CAT

City Council Action: At the October 17, 2016 Regular City Council Meeting, Council approved staff recommendation to agree to the Alternative 1 chosen by the Officers, and then approved the First Reading of Ordinance No. 770-C which sets forth this mutual consent; and to schedule the Second and Final Reading for November 7, 2016.

STAFF RECOMMENDATION: Staff recommends that City Council consider and agree to the Alternative 1 chosen by the Officers, and then approve the Second and Final Reading of Ordinance No. 770-C which sets forth this mutual consent.

ATTACHMENTS: 1. Ordinance No. 770-C, Chapter 2105-39
2. Pension Board Attorney Bonnie Jensen Letter.

ATTACHMENT 1

ORDINANCE NO. 770-C

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE POLICE OFFICERS RETIREMENT TRUST FUND ADOPTED PURSUANT TO ORDINANCE NO. 770, AS SUBSEQUENTLY AMENDED; AMENDING ARTICLE 6.04, STATE CONTRIBUTIONS; ADOPTING A NEW SECTION 7.08 DEFINED CONTRIBUTION COMPONENT; PROVIDING AUTHORITY TO CODIFY THIS AMENDMENT INTO A RESTATED PLAN DOCUMENT; PROVIDING FOR CONFLICT, REPEAL AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brooksville has an established Retirement Plan and Trust for the Police Officers of the City of Brooksville; and

WHEREAS, Florida Statutes 185.35 was amended to permit the City of Brooksville ("City") and its Police Officer Participants in the Pension Plan ("Police Officers") to mutually consent to the future use of the insurance premium tax dollars paid by the State ("State monies") to the City of Brooksville Police Officers' Pension Fund;

WHEREAS, the City and the Police Officers mutually consent to use the State Monies up to $223,315.56 to offset the City's contributions to the Plan and further to divide equally any State monies received in excess of the $223,315.56;

WHEREAS, the City and the Police Officers mutually consent to place the Police Officer 50% of the excess of State monies into a share account;

WHEREAS, the City and the Police Officer mutually consent to use the City 50% of the excess State monies to offset the City's contribution to the Pension Plan; and

WHEREAS, the City Council desires to amend, clarify and restate the provisions of the Retirement Plan and Trust for the Police Officers of the City of Brooksville as provided for in this Ordinance;

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

SECTION 1. AMENDED PROVISIONS. The City of Brooksville Retirement Plan and Trust for the Police Officers, adopted pursuant to Ordinance No. 770, is hereby amended as follows:

6.02 State Contribution

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding the Plan shall be deposited in the Trust Fund comprising part of this Plan immediately. Contributions must be deposited within five (5) days after receipt by the Employer. **Effective October 1, 2015 for the State Contribution received beginning in calendar year 2016, all State Contributions received up to $223,315.56 annually will be used to offset the Employer Contribution to the Plan. Any funds received in excess of $223,315.56 will be divided equally between the Employer and the Participant. The Employer half will be used to offset the Employer Contribution and the Participant half will be used to fund the Defined Contribution Component created in Section 7.08.**

* * *

7.08 Defined Contribution Component

Pursuant to the requirements of Florida Statutes 185.35(6), a defined contribution plan component is established in addition to the defined benefit component of this local law plan. This defined contribution component is not currently funded. Once the State Contribution exceeds $223,315.56 the plan will be funded. The Board of Trustees has the authority to adopt rules regarding the operation of the defined contribution component of this Plan.

SECTION 2. AMENDED AND RESTATED PLAN. Ordinance No. 770 of the City of Brooksville, as amended by SECTION 1 of this Ordinance, is hereby amended. Authority is hereby given to the Board of Trustees to Restate the Plan to incorporate this amendment into the plan document, "Brooksville Police Pension Fund Pension Plan Document."

SECTION 3. CONFLICT AND REPEALER. All Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any article, section, subsection, sentence, clause or phrase 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 and distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect as provided for in the text of the amendment.

CITY OF BROOKSVILLE

By:_____
Natalie Kahler, Mayor

Attest:_____
Virginia Wright, City Clerk

PASSED on First Reading 10-17-2016

NOTICE Published on 10-28-2016

PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:

Battista _____
Burnett _____
Erhard _____
Kahler _____
Kemerer _____

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

Insertions indicated by **Bold/Double Underline**
Deletions indicated by ~~Strikethrough~~

ATTACHMENT 2

KLAUSNER KAUFMAN JENSEN & LEVINSON

November 13, 2015

Writer's email: bonni@robertdklausner.com

PERSONAL AND CONFIDENTIAL

T. Jennene Norman-Vacha
City Manager, City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041
E-mail: jnvacha@cityofbrooksville.us

Re: Brooksville Police Pension Fund
SB 172 Mutual Consent

Dear Jennene:

This office is the legal counsel for the Brooksville Police Pension Fund. In that capacity, I have been directed to inform you that a majority of the Police Officers have voted to continue to use the Chapter 185 money to fund the Plan as has occurred in the past, including using the current excess State Monies Reserve of $9,465.29 to offset City contributions. This is the member's offer to reach mutual consent as required by the recent amendment to Florida Statutes by Senate Bill 172. (See enclosed provisions of §185.35(1)(g) as amended by SB 172).

Under the direction of the membership vote, the police officers agree that the City will be able to use any State Monies that are received each year, up to $223,315.56 to offset its pension contributions (this is the how the money is applied today). Any annual amounts received above the $223,315.56 would be divided equally between the Members and the City with half used to offset the City's funding requirement and half divided equally among the members in a Share Plan. Please note that the actual State Monies received this year were $94,043.81. Therefore, it will likely be a very long time before annual State Monies exceed $223,315.56.

As you might be aware, the statute provides for a default application of the Chapter 185 money going forward, but allows for the City and a majority of the police officers to mutually agree to another method. A majority of the police officers have determined to continue to use the same method for the division of the 185 money as has been used by the parties for

7080 NORTHWEST 4TH STREET, PLANTATION, FLORIDA 33317

PHONE: (954) 916-1202 • FAX: (954) 916-1232
www.robertdklausner.com

a number of years. This determination does set forth that once the 185 money reaches $223,315.56, then there would be an equal division of the future receipts - 50% to offset the City's contribution and 50% to fund share accounts for the members.

Also in accordance with the law (§185.35(6)), a share account plan needs to be established, which will be funded once the 185 money exceeds the $223,315.56.

Please let me know the City's position on this offer from the Police Officer Members. If the City should agree, the parties agreement will need to be reduced to writing, ratified by the members and the City and then enacted into law by the City Commission.

The Pension Board is acting in a facilitating role to help get this matter resolved. The Pension Board is available for discussion on this matter as a consultant to either of the parties.

Sincerely yours,

Bonni S. Jensen

BSJ:ls

Ecopy to:
Chairman and Secretary
Tiffany Still
Patrick Donlan

00063939.WPD;1

City Council
AGENDA ITEM: G1
November 7, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: US 41 AND CORTEZ COMMONS FINAL SUBDIVISION PLAT

DATE: NOVEMBER 7, 2016

GENERAL SUMMARY/BACKGROUND: This request is to create two platted lots from one previously established lot located on the north side of Cortez Boulevard, immediately east of the intersection of Cortez Boulevard and Broad Street. The subject parcel is approximately 3.97 acres in size. The proposed Lot 1, approximately 2.56 acres in size, is presently under construction and will contain a 6,119 square-foot convenience store and gas station, while the 1.41-acre Lot 2 is anticipated to be developed as a commercial use by a separate entity. Both proposed lots are zoned C-2 and they meet the minimum size requirements of the zoning district. All necessary infrastructure to serve the proposed parcels has been constructed.

BUDGET IMPACT: The subject request requires the Community Development Department to provide no additional staff or other resources presently allocated to departmental functions and will not impact the City's current operating budget.

Reviewed by Finance Department: _____

LEGAL REVIEW: Pursuant to Florida Statutes § 163.3202(2)(a), each county and each municipality must regulate the subdivision of land. Additionally, as required by the Land Development Code, the petitioner has recorded with the Hernando County Clerk a Declaration of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions (OR Book 3359, Page 1733). Staff has reviewed the document and determined it sufficient.

Reviewed by City Attorney: _____

PLANNING AND ZONING COMMISSION/STAFF RECOMMENDATION: At their October 12, 2016 meeting, the Planning and Zoning Commission concurred with the staff recommendation that City Council approve the final plat plan labeled US 41 & Cortez Commons as submitted by Davris, Inc.

ATTACHMENTS: (1) Petitioner's Narrative
(2) Final Plat

ATTACHMENT 1

THOMAS ENGINEERING GROUP

4950 W. Kennedy Blvd. Suite 600
Tampa, FL 33609
P: 813-379-4100
www.ThomasEngineeringGroup.com

July 26, 2016

City of Brooksville
Attn: Steve Gouldman
City Planner
201 Howell Avenue
Brooksville, FL 34601

RE: 20075 Cortez Boulevard, Brooksville, Hernando County, Florida
Preliminary Plat Narrative

Dear Mr. Gouldman,

In concurrence with the Final Plat submittal for the above referenced property, please accept this narrative and copies of the approved site and utility plans as the preliminary plat submittal.

Narrative:

The owner, Van 41 Cortez, LLC, began construction of a 6,119 sf Wawa Convenience Store and Gas Station on May 20, 2016. The site is 2.57 acres (referenced as Lot 1 on the Plat). The remaining 1.39 acreage lot (referenced as Lot 2 on the Plat) is zoned for commercial use, but there are no plans for development at this time. Construction of the Wawa is anticipated to be complete by the first quarter of 2017.

The attached City approved site plan will provide site data and information for the development, including parking counts, buffer and setback requirements, storm water pond, building, canopy and street locations, etc. The site development permit number is BBP6238.

The attached City approved utility plan is to show the locations of water, sewer and electric. There are currently no public utility easements in place.

The enclosed Declaration of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions in Official Records Book 3359, Page 1733 of the Public Records of Hernando County, Florida, is in place for the common ponds and access driveway for the overall 3.96 acres.

Should you have any questions or would like to discuss the project at any time during your review, please contact us at (813) 379-4100.

Sincerely,

Thomas Engineering Group

Edward McDonald, P.E.
Principal

ATTACHMENT 2

US 41 & CORTEZ COMMONS

A SUBDIVISION LYING IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA

PLAT BOOK
PAGE:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA. THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28, SOUTH 89°05'20" WEST A DISTANCE OF 940.42 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 08010-2526, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 26°04'26" WEST, A DISTANCE OF 126.12 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 73°49'20" EAST, A DISTANCE OF 709.59 FEET; THENCE SOUTH 26°04'49" WEST, A DISTANCE OF 384.49 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 08032-2501; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES: 1) NORTH 72°41'05" WEST, A DISTANCE OF 241.18 FEET; 2) NORTH 17°18'55" EAST, A DISTANCE OF 20.00 FEET; 3) NORTH 72°41'05" WEST, A DISTANCE OF 99.83 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 19°58'23" EAST, A DISTANCE OF 34.11 FEET TO A POINT OF CURVATURE; THENCE 36.90 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 91°53'41" AND A CHORD BEARING AND DISTANCE OF NORTH 26°01'46" WEST, 33.07 FEET TO A POINT OF TANGENCY; THENCE NORTH 72°01'43" WEST, A DISTANCE OF 61.42 FEET; THENCE NORTH 17°58'27" EAST, A DISTANCE OF 256.00 FEET; THENCE NORTH 60°53'30" WEST, A DISTANCE OF 10.43 FEET; THENCE NORTH 72°52'24" WEST, A DISTANCE OF 162.59 FEET; THENCE SOUTH 02°53'32" EAST, A DISTANCE OF 2.12 FEET; THENCE NORTH 72°50'19" WEST, A DISTANCE OF 60.36 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 26°03'43" EAST, A DISTANCE OF 44.09 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 173,172 SQUARE FEET - 3.97 ACRES MORE OR LESS

DEDICATION

VAN 41 CORTEZ, LLC, OWNER OF THE LANDS SHOWN HEREON, DO HEREBY CAUSE SAID LAND TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND HEREBY REQUEST THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FL. THERE ARE NO DEDICATIONS TO THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA IN CONJUNCTION WITH THIS SUBDIVISION

WITNESS MY HAND AS DEDICATOR THIS _____ DAY OF ____ _____ 2016

VAN 41 CORTEZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY _____
R. SCOTT COLLINS, MANAGER

_____ _____
WITNESS WITNESS

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED AND ACTING PERSONALLY APPEARED R. SCOTT COLLINS, MANAGER OF VAN 41 CORTEZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND HE BEGIN DULY SWORN, ACKNOWLEDGED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2016

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

JOINDER AND CONSENT DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN, OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORD BOOK 3359, PAGE 1765, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE ABOVE DEDICATION

USAMERIBANK, A FLORIDA BANKING CORPORATION

BY _____ _____
DATE
NAME _____

TITLE

_____ _____
WITNESS WITNESS

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF

BEFORE ME THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED AND ACTING PERSONALLY APPEARED _____ _____ OF USAMERIBANK, A FLORIDA BANKING CORPORATION, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT DEDICATION AND THEY BEGIN DULY SWORN, ACKNOWLEDGED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 20__

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY SURVEYOR CERTIFICATE

I, _____, HEREBY CERTIFY THAT I REVIEWED THIS PLAT AND THAT IT IS CORRECT REPRESENTATION OF THE LANDS PLATTED, THAT THIS PLAT COMPLIES WITH ALL PROVISIONS OF F.S. CH. 177, AND WITH ALL OF THE PLAT REQUIREMENTS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA

_____ _____
PROFESSIONAL SURVEYOR AND MAPPER DATE
FLORIDA CERTIFICATE NO. ____

RESOLUTION

WHEREAS, THIS PLAT WAS ON THE ____ DAY OF _____, 2016, SUBMITTED TO THE CITY COUNCIL, BROOKSVILLE HERNANDO COUNTY, FLORIDA, FOR APPROVAL FOR RECORD AND HAS BEEN APPROVED BY SAID COUNCIL, NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, BROOKSVILLE, HERNANDO COUNTY, FLORIDA, THAT SAID PLAT IS HEREBY APPROVED AND SAID PLAT SHALL BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

CITY CLERK MAYOR

ABSTRACTOR'S CERTIFICATE

I HEREBY CERTIFY THAT VAN 41 CORTEZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE APPARENT RECORD OWNER OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SUCH LANDS AND THAT RECORD TITLE TO ALL ACCESS ROADS IS HELD BY THE CITY OF BROOKSVILLE, HERNANDO COUNTY OR THE STATE OF FLORIDA

BY _____ _____
DATE
NAME _____

TITLE _____

CERTIFICATE OF APPROVAL BY BROOKSVILLE PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, THAT ON THE DAY OF 2016, THE BROOKSVILLE PLANNING AND ZONING COMMISSION APPROVED THE ABOVE PLAT OR PLAN

_____
CHAIRMAN

CERTIFICATE OF APPROVAL BY ATTORNEY FOR THE CITY OF BROOKSVILLE

EXAMINED AND APPROVED.

CITY ATTORNEY DATE

CERTIFICATE OF APPROVAL BY MAYOR OF THE CITY OF BROOKSVILLE

EXAMINED AND APPROVED.

_____ _____
MAYOR DATE

CERTIFICATE OF APPROVAL BY THE CITY OF BROOKSVILLE PUBLIC WORKS DIRECTOR

EXAMINED AND APPROVED.

_____ _____
PUBLIC WORKS DIRECTOR DATE

CLERK'S CERTIFICATE

I, _____, CLERK OF THE CIRCUIT COURT OF HERNANDO COUNTY, FLORIDA, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT, THAT IT COMPLIES IN FORM WITH ALL OF THE PROVISIONS OF F.S. CH. 177, THAT IT WAS FILED FOR RECORD ON THE ____ DAY OF _____, 2016, FILE NO. _____ AND RECORDED IN PLAT BOOK _____ PAGE _____.

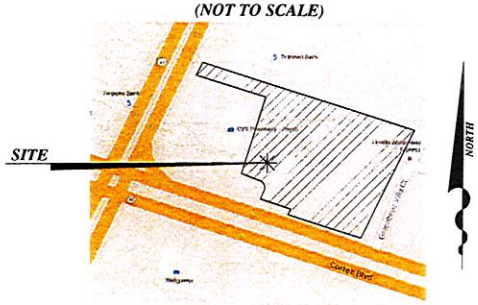
_____ _____
CLERK OF CIRCUIT COURT DATE

SURVEYOR CERTIFICATE

I, CHRISTOPHER C. CHITTUM, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS CORRECT REPRESENTATION OF THE LANDS PLATTED, THAT THIS PLAT COMPLIES WITH ALL PROVISIONS OF F.S. CH. 177, AND WITH ALL OF THE PLAT REQUIREMENTS ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA

_____ _____
PROFESSIONAL SURVEYOR AND MAPPER DATE
FLORIDA CERTIFICATE NO. 5167

VICINITY MAP
(NOT TO SCALE)

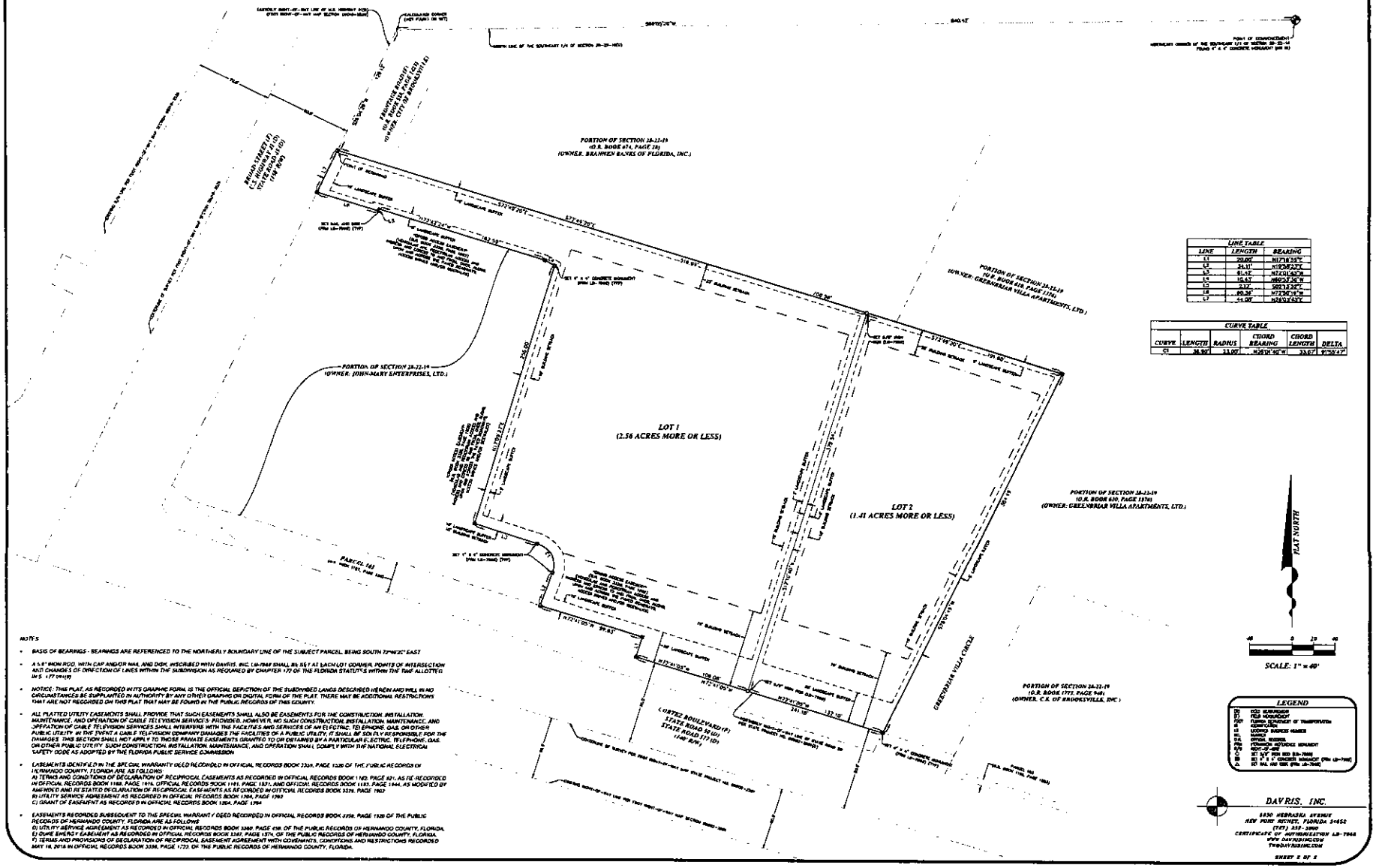


DAVRIS, INC.
5630 NEBRASKA AVENUE
NEW PORT RICHEY, FLORIDA 34652
(727) 232-3800
CERTIFICATE OF AUTHORIZATION LB-7968
WWW.DAVRISINC.COM
TR@DAVRISINC.COM

US 41 & CORTEZ COMMONS

A SUBDIVISION LYING IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA

PLAT BOOK:
PAGE:



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N17°18'35"E
L2	34.11'	N19°36'32"E
L3	81.42'	N72°01'30"W
L4	10.43'	N60°37'36"W
L5	2.12'	S07°13'24"E
L6	69.36'	N73°36'06"W
L7	44.08'	N24°03'43"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	36.92'	23.00'	N26°01'40"W	33.07'	91°59'17"

NOTES:

- BASIS OF BEARINGS - BEARINGS ARE REFERENCED TO THE NORTHERLY BOUNDARY LINE OF THE SUBJECT PARCEL, BEING SOUTH 72°18'20" EAST
- A 5/8" IRON ROD, WITH CAP AND/OR NAIL AND DISK, INSCRIBED WITH DAVRIS, INC. LB-7848 SHALL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN S. 177.091(9)
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- EASEMENTS IDENTIFIED IN THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2339, PAGE 1328 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, ARE AS FOLLOWS:
  A) TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 1160, PAGE 621; AS RE-RECORDED IN OFFICIAL RECORDS BOOK 1168, PAGE 1616, OFFICIAL RECORDS BOOK 1181, PAGE 1531, AND OFFICIAL RECORDS BOOK 1182, PAGE 1944, AS MODIFIED BY AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 2376, PAGE 1962
  B) UTILITY SERVICE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1264, PAGE 1963
  C) GRANT OF EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1264, PAGE 1964
- EASEMENTS RECORDED SUBSEQUENT TO THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2339, PAGE 1328 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, ARE AS FOLLOWS:
  D) UTILITY SERVICE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3340, PAGE 458, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA,
  E) DUKE ENERGY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3387, PAGE 1374, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.
  F) TERMS AND PROVISIONS OF DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 14, 2018 IN OFFICIAL RECORDS BOOK 3336, PAGE 1722, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

LEGEND

DR	FOUND BENCHMARK
FT	FOUND MONUMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
ID	IDENTIFICATION
LB	LICENSED BUSINESS NUMBER
MN	MONUMENT
O.R.	OFFICIAL RECORDS
PRM	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY
S	SET 1/2" IRON ROD (LB-7848)
SB	SET 5/8" IRON ROD (LB-7848)
SD	SET 6" X 6" CONCRETE MONUMENT (PRM LB-7848)
SN	SET NAIL AND DISK (PRM LB-7848)

DAVRIS, INC.
5630 NEBRASKA AVENUE
NEW PORT RICHEY, FLORIDA 34652
(727) 847-3960
CERTIFICATE OF AUTHORIZATION LB-7848
WWW.DAVRISINC.COM
TM@DAVRISINC.COM

SHEET 2 OF 2

City Council
AGENDA ITEM: G2
November 7, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: STERLING TERRACE, LTD/ROCHESTER PARK, LTD – DEVELOPMENT AGREEMENTS TO DEFER THE PAYMENT OF IMPACT FEES FOR PROSPECTIVE SENIOR HOUSING PROJECT SITES

DATE: OCTOBER 28, 2016

GENERAL SUMMARY/BACKGROUND: Two companies known as Sterling Terrace, Ltd. and Rochester Park, Ltd., are planning on submitting applications to the Florida Housing Finance Corporation (FHFC) to finance a senior housing project within the City of Brooksville. The FHFC requires a contribution from the local government in order for the private developer's applications 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 locations in Brooksville that Sterling Terrace Ltd. and Rochester Park Ltd. will be submitting financing applications for are vacant, undeveloped properties that both have Multi-family Future Land Use and Residential zoning designations. The first property is a 9.33-acre tract located on North Avenue (Sterling Terrace site) that also has road frontage on Stafford Avenue and Zoller Street. The second parcel is a 7.2-acre tract located on the west side of Candlelight Boulevard (Rochester Park site) adjacent to the Killingsworth Plaza.

The proposed development agreements for each parcel have identical terms and 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 $64,000. 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(s) are approved and the FHFC funds either or both of these projects in the City of Brooksville, the impact fees for the each individual project in the amount of up to $64,000 could be deferred for a period of seven years. The developer estimates the value of this local government contribution to be $21,775.07 at a discount rate of 5.5%.

Reviewed by Finance Department: _____

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 agreements and authorize the Mayor to sign the same.

ATTACHMENTS: 1. Draft agreements for the prospective affordable housing project sites

ATTACHMENT 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2016, by and among the City of Brooksville, a Florida municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601-2041 and Rochester Park, Ltd., ("Developer") and its successors or assigns, whose address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714 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 Eighty (_80__) 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-four thousand Dollars ($64,000.00) 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 Rochester Park, Ltd. , 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-four Thousand Dollars** ($64,000.00) 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 November 17, 2016, and therefore such forms shall be provided to the Developer by no later than November 15, 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:
Jonathan L. Wolf
James E. Dyal
1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714

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**

_____ By:_____

VIRGINIA WRIGHT, CITY CLERK NATALIE KAHLER, MAYOR

Approved as to Form
and Legal Sufficiency

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

ROCHESTER PARK, LTD.

By: James E. Dyal
James E. Dyal

STATE OF Florida
CITY OF Tampa

The foregoing instrument was acknowledged before me this 27th day of Oct., 2016 by James E. Dyal, as Member of the GP of Rochester Park, Ltd. who is personally known to me or has produced _____ as identification.

Mary Beth Singh
NOTARY PUBLIC
Mary Beth Singh
[Print or stamp name, title and notary number]

NOTARY PUBLIC STATE OF FLORIDA
MARY BETH SINGH
MY COMMISSION # FF 052207
EXPIRES: October 23, 2017
Bonded Thru Budget Notary Services

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 numbers, Keys and Descriptions:

Parcel 1

Parcel Key: 00359356 Parcel #: R28 422 19 0000 0060 0010

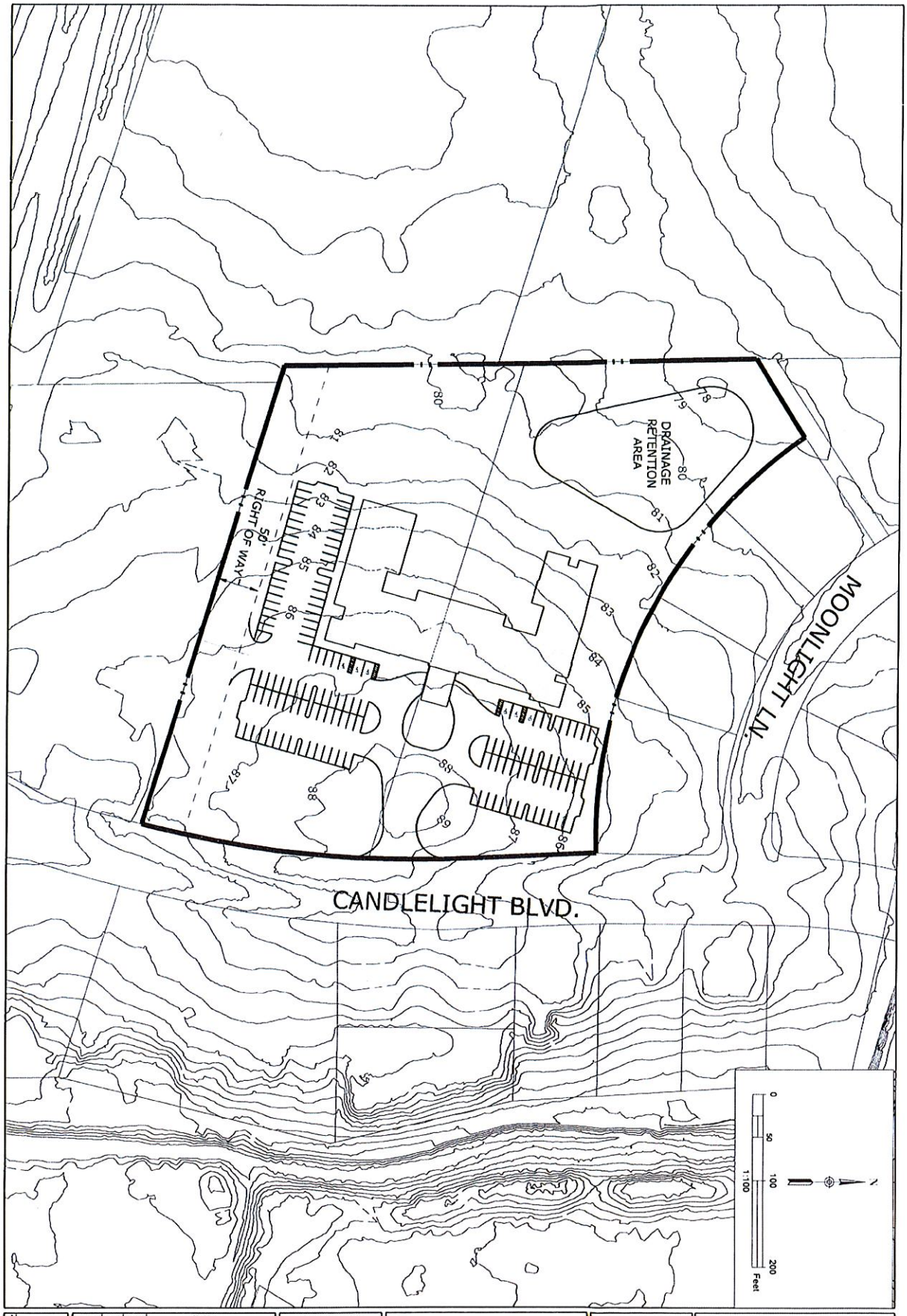
3.6A MOL IN NW1/4 LYING W OF CANDLELIGHT BLVD & N OF CANDLELIGHT CENTER AS DES IN ORB 1360 PG 569

Parcel 2

Parcel Key: 01408925 Parcel #: R28 422 19 0000 0060 0013

3.6 AC MOL IN NW1/4 LYING W OF CANDLELIGHT BLVD & S OF CANDLELIGHT UNIT 1 AS DES IN ORB 1360 PG 565

PARCEL SURVEY.....



DATE	REV BY	REV NO	REASON
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

WHEN PLOTTED TO SCALE DRAWING SIZE SHALL BE 22" x 34"

REUSE OF DOCUMENT

THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Associates, Inc.
Engineering
Planning
Surveying
Environmental
Transportation
Construction Management
966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 796-9423 - Fax (352) 799-8359
EB-0000142

LOCATION MAP

CANDLELIGHT

15052

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2016, by and among the City of Brooksville, a Florida municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601-2041 and Sterling Terrace, Ltd., ("Developer") and its successors or assigns, whose address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714 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 Eighty (_80__) 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-four thousand Dollars ($64,000.00) 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 Sterling Terrace, Ltd. , 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-four Thousand Dollars** ($64,000.00) 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 November 17, 2016, and therefore such forms shall be provided to the Developer by no later than November 15, 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: Jonathan L. Wolf
James E. Dyal
Sterling Terrace, Ltd.
1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714

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

STERLING TERRACE, LTD.

By: Jim E. Dyal
James E. Dyal

STATE OF Florida
CITY OF Tampa

The foregoing instrument was acknowledged before me this 27 day of Oct., 2016 by James E. Dyal, as Member of the GP of Sterling Terrace Ltd who is personally known to me or has produced _____ as identification.

Mary Beth Singh
NOTARY PUBLIC
MARY Beth Singh
[Print or stamp name, title and notary number]

NOTARY PUBLIC STATE OF FLORIDA
MARY BETH SINGH
MY COMMISSION # FF 052207
EXPIRES: October 23, 2017
Bonded Thru Budget Notary Services

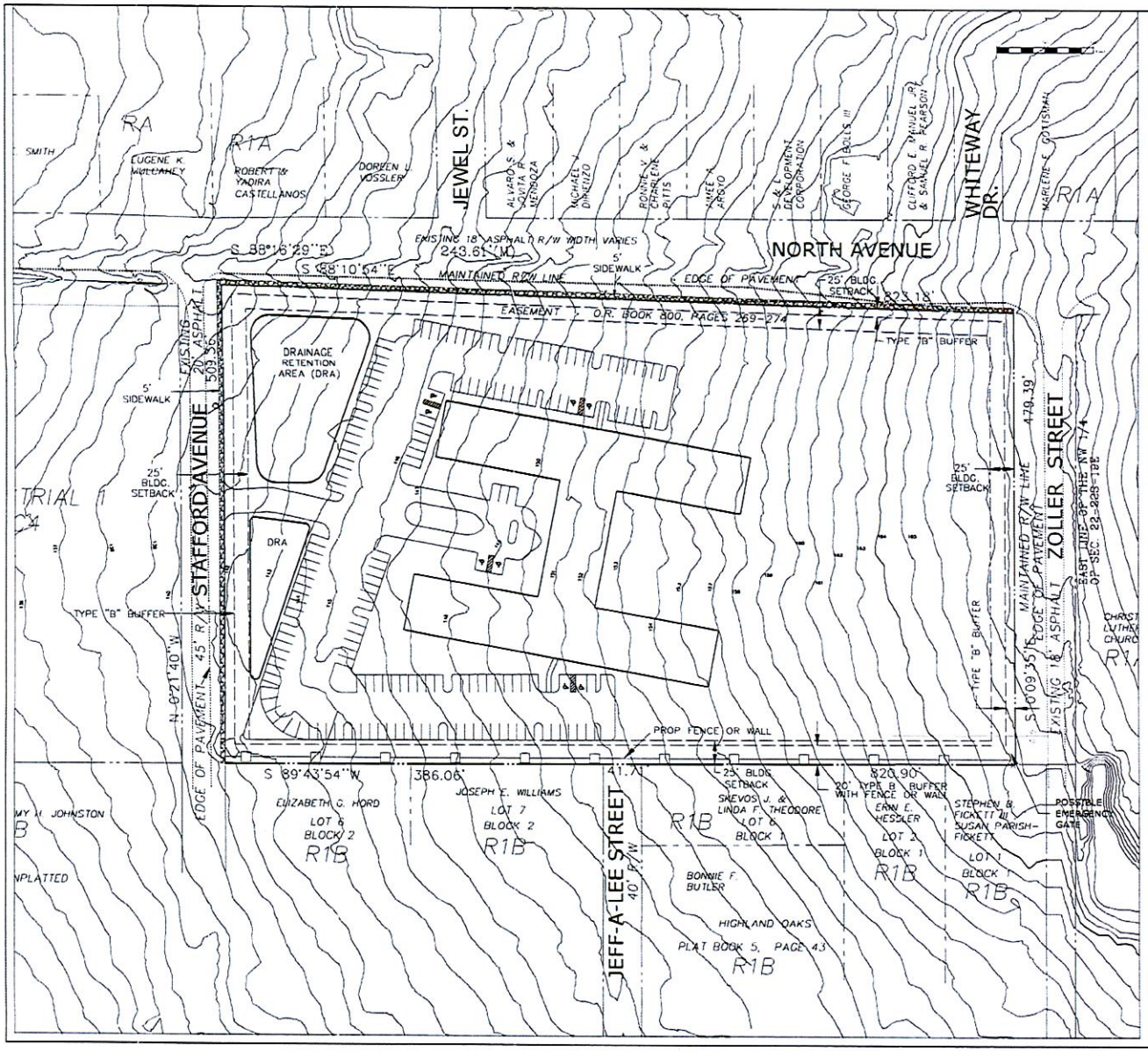
Exhibit "A"

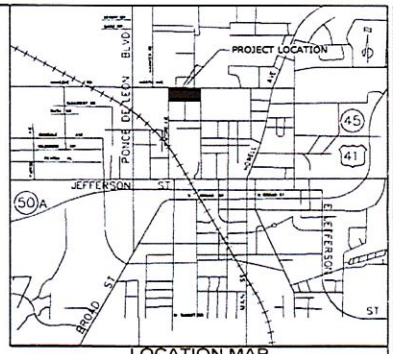
The subject property consists of one parcel in the City of Brooksville as shown on the attached survey of the site and with the Parcel Id numbers, Keys and Descriptions:

Parcel Key: 00420388 Parcel #: R22 422 19 0000 0050 0010

E860 FT OF N540 FT MOL OF NE1/4 OF NW1/4 DB 21 PG 170 ORB 84 PG 150

PARCEL SURVEY.....





LOCATION MAP
N.T.S.

SITE DATA

APPLICANT:
NEW VISION COMMUNITIES
2602 MERIDA LANE
TAMPA, FLORIDA 33618

ENGINEER:
COASTAL ENGINEERING ASSOCIATES, INC.
966 CANDLELIGHT BLVD.
BROOKSVILLE, FL 34601
PHONE: (352) 796-9423

PROJECT AREA - APPROX. 9.33 ACRES
PARCEL KEY NUMBERS: 00420388
LOCATED IN SECTION 22, TOWNSHIP 22 S., RANGE 19 E., HERNANDO COUNTY, FLORIDA

CURRENT ZONING: RPDP
FUTURE LAND USE MAP DESIGNATION: MULTI-FAMILY/MOBILE HOME
FLOOD INSURANCE RATE MAP (FIRM):
COMMUNITY PANEL NO. 12053C 0184D EFFECTIVE FEBRUARY 2, 2012, ZONE "X"

MULTI-FAMILY PERIMETER PROPERTY LINE SETBACKS:
FROM NORTH AVE. BLDG. SETBACK: 25'
FROM STAFFORD AVE. BLDG. SETBACK: 25'
FROM ZOLLER ST. BLDG. SETBACK: 25'
ALL OTHERS BLDG. SETBACK: 25'

SEPARATION BETWEEN BUILDINGS, 0' - 15'

NOTES:

1.) DRAINAGE RETENTION AREAS SHOWN ARE PRELIMINARY. ACTUAL LOCATION AND SIZE IS PENDING FINAL ENGINEERING DESIGN.

2.) THIS IS A PLANNING DOCUMENT AND IS NOT TO BE CONSIDERED A FINAL DESIGN OR CONSTRUCTION PLAN AND IS NOT INTENDED FOR RECORDATION IN THE PUBLIC RECORDS. DRAINAGE AND UTILITY EASEMENTS WILL BE INCLUDED IN THE FINAL CONSTRUCTION PLAN AND SHALL MEET THE REQUIREMENTS OF HERNANDO COUNTY AND ANY AGENCIES HAVING JURISDICTION RELATING TO THIS PROJECT.

3.) EASEMENT SIZE AND LOCATION SHALL BE DETERMINED WITH FINAL DESIGN AND SHOWN ON FINAL PLAT.

4.) SETBACK FOR ACCESSORY STRUCTURES:
SWIMMING POOLS, SWIMMING POOL ENCLOSURES AND SCREEN ENCLOSURES ARE ARE PERMITTED ONLY IN SIDE OR REAR YARD AND MUST BE AT LEAST FIVE (5) FEET FROM SIDE AND REAR PROPERTY LINE.

5.) OPEN SPACE IS DEFINED AS, THE LAND AREA MINUS THE BUILDING AREA.

6.) TYPE "B" BUFFER INCLUDES, A MINIMUM TEN-FOOT WIDE BUFFER WHICH INCLUDES A CONTINUOUS HEDGE THAT WILL NOT BE LESS THAN 4' HIGH AND NOT EXCEED MAXIMUM OF 2' BETWEEN SHRUBS, PLUS, ONE (1) TREE PER EVERY FORTY (40) LINEAL FEET OF PROPERTY, OR PORTION THEREOF.

LAND USE		
LAND USE	AREA	INTENSITY
MAX. GROSS FLOOR AREA	121,924 S.F.	
MIN. OPEN SPACE	7.0 Ac.	
MIN. LANDSCAPE BUFFER	4.5 Ac.	
MIN. RECREATION SPACE	0.42 Ac.	
SITE AREA	9.33 AC.	100 MAX. DWELLING UNITS

NEW VISION

CITY OF BROOKSVILLE

Coastal Engineering Associates, Inc.
Engineering Surveying Environmental Consultants
966 Candlelight Blvd. Brooksville, Florida 34601
(352) 796-9423 / Fax (352) 796-9339
EB-0000142

REVISIONS

DATE	REV. BY	REV. NO.	REVISION

16052

City Council
AGENDA ITEM: G3
November 7, 2016

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: DAVID FREDA, FIRE CHIEF

SUBJECT: USDA LOAN/BOND, RESOLUTION 2016-15

DATE: NOVEMBER 7, 2016

GENERAL SUMMARY/BACKGROUND: As City Council is aware, the Fire Department secured a grant/loan allocation through the USDA Rural Development Community Facilities Loan/Grant program for the acquisition of a new fire engine/truck. Funding for the engine/truck has included monies from the USDA Grant/Loan and City dollars from within the Vehicle Replacement Fund. The total purchase price of the fire engine is $467,153. The USDA Grant amount was awarded as $156,100. The amount paid through the Vehicle Replacement Fund was $220,000. The balance remaining for the purchase ($91,053) will be financed through the USDA Loan.

The total amount of the USDA Loan is $94,500. This is inclusive of the loan amount (principle) and bond counsel fees. A Bond Resolution is required for the loan. We have provided Resolution 2016-15 (Attachment 1) for City Council's consideration.

BUDGET IMPACT: The Fire Assessment has been pledged for the bond repayment. The annual payment will be $7,563.11 for 15 years with a 2.375% interest rate. A reserve account will be accumulated at the rate of one-tenth of the annual payment until the account reaches the amount of one annual payment (required to be put aside for final payment).

Reviewed by Finance Department:

LEGAL REVIEW: The Bonds are issued pursuant to the provisions of the Constitution of Florida, the Charter of the City of Brooksville, Florida, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

Reviewed by City Attorney:

STAFF RECOMMENDATION: Staff recommends adoption of Resolution 2016-15.

ATTACHMENTS: 1. Resolution 2016-15

RESOLUTION NO. 2016- 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA PROVIDING FOR THE ACQUISITION OF CERTAIN CAPITAL IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $94,500 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016 TO FINANCE A PORTION OF THE COST THEREOF; AWARDING SAID SERIES 2016 BONDS TO THE PURCHASERS THEREOF; APPROVING THE TERMS OF SAID SERIES 2016 BONDS; PROVIDING FOR THE DELIVERY OF SAID SERIES 2016 BONDS TO THE PURCHASER; PLEDGING SPECIAL ASSESSMENTS IMPOSED BY THE CITY TO SECURE THE PAYMENT THEREOF; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, as follows:

ARTICLE I

GENERAL

1.01. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of Florida, the Charter of the City of Brooksville, Florida; Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

1.02. Definitions. The following terms in this Resolution shall have the following meanings unless the text otherwise expressly requires:

"Assessment Proceedings" shall mean the proceedings undertaken by the Issuer, including public meetings and/or hearings and the adoption of ordinances and resolutions providing for the imposition and collection of Fire Assessments, including but not limited to City Ordinance No. 830 and City Resolution No. 2012-05.

"Bond Registrar" shall mean the Clerk.

"Bond Service Requirement" for any Bond Year shall mean the sum of: (1) the amount required to pay the interest becoming due on the Bonds during such Bond Year and (2) the amount required to pay the principal of the Bonds maturing in such Bond Year.

"Bond Year" shall mean the period beginning with the Loan Closing Date and extending for a period of twelve (12) months thereafter.

"Bonds" shall mean the Series 2016 Bonds issued pursuant to this Resolution, and any additional parity bonds issued pursuant to Section 3.04(F) hereof.

"City" or "Issuer" shall mean the City of Brooksville, Florida.

"Clerk" shall mean the City Clerk of the Issuer or any Deputy Clerk.

"Federal Securities" shall mean direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are not redeemable prior to maturity at the option of the obligor.

"Fire Assessments" shall mean the revenues derived by the City through the imposition and collection of annual special assessments, sometimes referred to as non-ad valorem assessments, in accordance with the Assessment Proceedings to fund the provision of firefighting services, equipment and improvements.

"Fiscal Year" shall mean the period commencing on October 1st of each year and continuing to and including the succeeding September 30th.

"Government" or "Purchaser" shall mean the United States of America, acting through the United States Department of Agriculture, Rural Development.

"Holder" or "holder of Bonds" or "owner" or "owner of Bonds" or any similar term shall mean any person who shall be the registered owner of any Bonds.

"Loan Closing Date" shall mean November 14, 2016.

"Maximum Bond Service Requirement" shall mean, as of a particular date of calculation, the greatest amount of Bond Service Requirement for the then current or any future Bond Year.

"Mayor" shall mean the Mayor of the Issuer.

"Paying Agent" shall mean the Clerk.

"Pledged Revenues" shall mean the Fire Assessments.

"Preauthorized Debit" shall mean the payment of principal and interest electronically from the Issuer's bank account.

"Project" shall mean the fire truck acquired, owned, operated and maintained by the Issuer and financed with proceeds of the Bonds.

"Resolution" shall mean this Resolution.

"Series 2016 Bonds" shall mean the Issuer's $94,500 City of Brooksville, Florida Capital Improvement Revenue Bonds, Series 2016, herein authorized.

1.03. Findings. It is hereby found and determined that:

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to acquire the Project in accordance with certain specifications now on file or to be filed with the Clerk.

(B) The Issuer has been advised that the cost of acquiring the Project in accordance with said specifications is estimated at $470,600, which will be paid with (i) the proceeds of the sale of the Series 2016 Bonds herein authorized, (ii) a contribution of the Issuer's legally available funds in the amount of $220,000, and (iii) a federal grant in the amount of $156,100. Such

cost shall be deemed to include all expenses necessary, appurtenant or incidental thereto, including the cost of any equipment, legal expenses, fiscal expenses, expenses for estimates of costs and revenues and all other necessary miscellaneous expenses.

(C) The Pledged Revenues will be sufficient to pay the principal of and interest on the Bonds herein authorized. It is estimated that the period of usefulness of the Project will exceed fifteen (15) years.

(D) It is deemed necessary and desirable to pledge to the payment of the principal of, redemption premium, if any, and the interest on the Bonds herein authorized, a lien on the Pledged Revenues.

(E) This Resolution is declared to be and shall constitute a contract between the Issuer and the holders of all the Bonds; and the covenants and agreements herein set forth to be performed by the Issuer are and shall be for the equal benefit, protection and security of the holders of any and all the Bonds issued under this Resolution shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other, except as hereinafter provided.

(F) The Issuer is not obligated under this Resolution to levy any ad valorem taxes on any real or personal property to pay the principal of or interest on the Bonds hereinafter authorized, or to pay the cost of maintaining, repairing and operating the Project. The Bonds issued pursuant to this Resolution shall not constitute a lien upon the Project or any other property of the Issuer or situated within its corporate limits, except the Pledged Revenues in the manner provided herein.

(G) It is the determination of the City Council of the Issuer that the purposes of the Issuer will be best facilitated and accomplished by selling the Series 2016 Bonds through the

means of a negotiated and private sale because the Purchaser has offered to purchase the Series 2016 Bonds at an interest rate less than the rates that could be obtained from private investors. The size of the issue and the rate of interest demanded by the current market for municipal bonds is such that if the Issuer must sell the Series 2016 Bonds at a rate of interest in excess of the rate obtainable from said sale to the Purchaser, the Project would not be financially feasible.

(H) The Issuer must also establish a maturity schedule for payment of such Series 2016 Bonds and redemption provisions for such Series 2016 Bonds.

(I) The Issuer has been or will be provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which is attached hereto as Exhibit "A".

1.04. Acquisition of Project Authorized. The Issuer is hereby authorized to acquire the Project.

[Remainder of Page Intentionally Left Blank]

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF REVENUE BONDS

2.01. Authorization of Revenue Bonds. Subject and pursuant to the provisions of this Resolution, obligations of the Issuer to be known as "City of Brooksville, Florida, Capital Improvement Revenue Bonds, Series 2016" are hereby authorized to be issued in an aggregate principal amount not exceeding Ninety-Four Thousand Five Hundred Dollars ($94,500) for the purpose of providing funds to pay a part of the cost of the Project.

2.02. Award and Sale of Series 2016 Bonds.

(A) The negotiated and private sale of the Series 2016 Bonds in the aggregate principal amount of not to exceed $94,500 is hereby authorized and approved.

(B) The Series 2016 Bonds are hereby sold to the United States of America, acting through the U.S. Department of Agriculture, Rural Development. The Series 2016 Bonds shall bear interest at a rate of 2.375% per annum, payable November 14, 2017, and on each November 14 thereafter. The Series 2016 Bonds shall be dated as of the date of their delivery; shall mature on the 14th day of November in the years and amounts as provided in Exhibit "B" attached hereto and shall be subject to redemption as provided herein. The Series 2016 Bonds shall be issued as one fully registered bond, in the aggregate principal amount of not to exceed $94,500. The Series 2016 Bonds shall be secured in the manner described herein.

(C) The Series 2016 Bonds shall be delivered to the Purchaser on or about the Loan Closing Date, in Brooksville, Florida, or such other date and place as may be mutually agreed.

(D) The Mayor and the Clerk are authorized and directed to deliver the Series

2016 Bonds to the Purchaser upon receipt of payment thereof on the date as provided herein and to execute, sign and seal said Series 2016 Bonds as provided herein.

(E) Simultaneously with the delivery of the Series 2016 Bonds to the Purchaser thereof, the Issuer shall provide for the deposit of sums into the accounts established hereunder. Such funds shall be accounted for separately from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. The Clerk is authorized to transfer moneys of the Issuer, which with other moneys on deposit, will be sufficient for the purposes set forth in this Section.

2.03. Authorizations. The appropriate officials of the Issuer are authorized and directed to receive on behalf of the Issuer the proceeds of the sale of the Series 2016 Bonds and to deposit, apply and disburse the proceeds of said Series 2016 Bonds, in the manner and for the purposes provided in Section 3.03 hereof. The Mayor, the Clerk, and the City Attorney and other appropriate officers of the Issuer are authorized to execute such delivery papers, receipts and documents as may be necessary in connection with the delivery of the Series 2016 Bonds and receipt for the proceeds and to take all actions and do all things necessary to deliver said Series 2016 Bonds to the Purchaser and to receive the proceeds of the sale of the Series 2016 Bonds.

2.04. Method of Payment. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America, except that payment of interest on the Bonds on any interest payment date will be made to the person appearing as the registered owner thereof on the registration books of the Issuer maintained by the Bond Registrar on the 15th day of the month preceding such date, such interest to be paid by check or draft mailed to the registered owner at his address as it appears on such registration books, the principal of the Bonds is payable upon

presentation and surrender thereof at the principal office of the Paying Agent. Provided, however, that payment of principal and interest on the Bonds held by the Government, shall be debited from the Issuer's bank account which will allow for payment to be made electronically. The payment shall be debited from the Issuer's bank account the day payment is due. Payment may also be made at such other places as the Government shall designate in writing to the Issuer.

The Bonds or principal installments thereof may be redeemed on any date without the payment of a premium. At least thirty (30) days prior to the redemption date written notice of any redemption shall be filed with the Paying Agent and mailed, postage prepaid to all registered owners at their respective addresses as they appear upon the registration books of the Issuer. Provided, however, that failure to mail such notice to one or more owners of the Bonds shall not affect the validity of the proceedings for such redemption with respect to owners of Bonds to which notice was duly mailed hereunder.

2.05. Execution of Bonds. The Bonds shall be executed in the name of the Issuer by its Mayor by her or his manual or facsimile signature and the corporate seal of the Issuer shall be impressed thereon, attested by its Clerk by his or her manual or facsimile signature; provided, however, one of said signatures shall be manually subscribed. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. The validation certificate endorsed on the Bonds, if any, shall be executed by the Mayor by his manual or facsimile signature. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the

execution of such Bonds shall hold the proper office of the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of adoption of this Resolution notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

2.06. Negotiability and Registration. The Bonds shall be and shall have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Law of the State of Florida; and each successive holder, in accepting any of said obligations, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments.

The Bonds shall be registered, as to both principal of and interest upon the books kept for the registration and transfer of Bonds by the Bond Registrar. No transfer of the Bonds shall be valid unless made at the office of the Bond Registrar by the registered owner or by his duly authorized agent or representative and shall be similarly noted on the Bonds. The Bond Registrar shall not be required to make any such transfer of Bonds during fifteen (15) days next preceding an interest payment date on the Bonds, or in the case of any proposed redemption of Bonds, after such Bonds have been selected for redemption. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any Bond and the interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond including the interest thereon to

the extent of the sum or sums so paid.

The single fully registered Bond, if issued, may be exchanged by the owner thereof at any time, not more than ninety (90) days after surrender of such Bond to the Bond Registrar, for an equal aggregate principal amount of a series of Bonds in the denomination of $1,000 or multiples or fractions thereof, maturing in the years and amounts corresponding to the years and amounts of the unpaid installments of principal of the single fully registered Bond, and in the form prescribed for a series of fully registered Bonds in Section 2.07 of this Resolution; and if all of the series of fully registered Bonds outstanding shall be owned and held by a single holder, such Bonds may, in like manner, be exchanged at the expense of such holder, at any time, not more than ninety (90) days after surrender of such Bonds to the Bond Registrar, for a single fully registered Bond in principal amount equal to the aggregate principal amount of such series of fully registered Bonds surrendered, maturing in installments in years and amounts corresponding to the years and amounts of the maturities of such series of fully registered Bonds so surrendered and in the form prescribed for the single fully registered Bond in Section 2.07 of this Resolution.

2.07. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall be mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the holder furnishing to the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered shall be canceled by the Clerk. If any such Bonds shall have matured or be about to mature, instead of issuing a substitute Bond the

Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original additional, contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Bonds issued hereunder.

2.08. Form of Series 2016 Bonds. The text of the Series 2016 Bonds shall be in substantially the following form, with only such omissions, insertions and variations as may be necessary and desirable and approved by the Mayor prior to the issuance thereof (which approval may be presumed by his execution and the Issuer's delivery of the Series 2016 Bonds to the Purchaser):

[Remainder of Page Intentionally Left Blank]

No. R-1 $94,500.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF HERNANDO
CITY OF BROOKSVILLE
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2016

KNOW ALL MEN BY THESE PRESENTS, that the City of Brooksville, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay the Government from the Pledged Revenues hereinafter mentioned, the principal sum of Ninety-Four Thousand Five Hundred Dollars ($94,500.00) on the 14th day of November in the years and installments as follows:

YEAR	AMOUNT	YEAR	AMOUNT	YEAR	AMOUNT
2017	$	2022	$	2027	$
2018		2023		2028	
2019		2024		2029	
2020		2025		2030	
2021		2026		2031	

and to pay, solely from such Pledged Revenues, interest on the principal sum from time to time remaining unpaid, from the date of the delivery of this Bond to the purchaser hereof, at the rate of two and three hundred seventy-five thousandths percent (2.375%) per annum, payable on November 14, 2017 and annually thereafter on the 14th day of November of each year. Both principal of and interest on this Bond are payable to Rural Development, through Preauthorized Debit, or through means or places as the Government shall from time to time in writing designate to the Issuer. The payment will be debited from the Issuer's bank account the day payment is due. Payments of principal and interest, including prepayments of installments of principal as

hereinafter provided, shall be recorded by the owner hereof and such recording shall be promptly sent to the Issuer. Upon final payment of principal and interest, this Bond shall be surrendered to the Issuer.

This Bond represents an authorized issue of Bonds in the aggregate principal amount of $94,500.00 issued to finance a part of the cost of acquiring one (1) fire truck (the "Project"), under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, the Charter of the City of Brooksville, Florida, and a resolution duly adopted by the Issuer on November 7, 2016 (the "Resolution"), and is subject to all the terms and conditions of the Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of the Pledged Revenues. It is expressly agreed by the owner of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this Bond and that such owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer to the payment of such principal and interest or the cost of maintaining, repairing and operating the Project of the Issuer. This Bond and the obligation evidenced hereby shall not constitute a lien upon the Project or any part thereof or upon any other property of the Issuer or situated within its corporate limits, but shall constitute a lien only on the revenues pledged for the payment thereof, all in the manner provided in the Resolution.

As provided in the Resolution, this Bond is exchangeable at the expense of the owner hereof at any time, not more than ninety days after surrender of this Bond to the Clerk, as Bond Registrar, for an equal aggregate principal amount of serial Bonds, registered as to both principal and interest,

in the denomination of $1,000 each, or multiples or fractions thereof, and maturing in the amounts and on November 14 of the years corresponding to the years and amounts of the unpaid installments of principal of this Bond, and in the form of such serial Bonds as provided for in the Resolution.

The installments of principal payable upon this Bond may, at the option of the Issuer, be prepaid in whole or in part, but only in multiples of $1,000, in inverse chronological order of the installments, on any interest payment date at par and accrued interest, without premium. Notice of such prepayment shall be given in the manner required by the Resolution.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto; and that the issuance of this Bond does not violate any constitutional or statutory limitations or provisions.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

This Bond is transferable by the registered owner hereof in person or by his attorney or legal representative at the office of the Bond Registrar in the manner and subject to the conditions provided in the Resolution.

IN WITNESS WHEREOF, the City of Brooksville, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its Clerk, all as of the 14th day of November, 2016.

CITY OF BROOKSVILLE, FLORIDA

(SEAL)

By: _____
Mayor

ATTESTED AND COUNTERSIGNED:

_____
Clerk

Approved as to the terms and
correctness thereof:

_____
City Attorney

ASSIGNMENT

For valuable consideration, the UNITED STATES OF AMERICA, acting through the U.S. DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT does hereby assign, transfer and deliver to _____ all of its right, title and interest in and to this Bond and all rights belonging or appertaining to the assignor under and by virtue of this Bond.

UNITED STATES OF AMERICA

By: _____
Name: _____
Title: _____

Witnesses:

_____

_____

[END OF FORM OF BOND]

ARTICLE III

COVENANTS, SPECIAL FUNDS AND APPLICATION THEREOF

3.01. Bonds Not to be Indebtedness of Issuer. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien on the Pledged Revenues. No holder of any Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power, to pay such Bond, the cost of operating and maintaining the Project, or be entitled to payment of such Bond from any funds of the Issuer except from the Pledged Revenues in the manner provided herein.

3.02. Bonds Secured by Pledge of Pledged Revenues. The payment of the debt service of all of the Bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Revenues. It is understood and agreed that nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage upon any assets owned by the Issuer and no holder of the Bonds may compel the levy or use of ad valorem taxes on real or personal property within the boundaries of the Issuer. The obligations hereunder do not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and the holders of the Bonds shall not have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment by the Issuer of its obligations hereunder. The Issuer does hereby irrevocably pledge such funds to the payment of the principal of and interest on the Bonds issued pursuant to this Resolution, and to the payment therefrom into the Sinking Fund at the times provided of the sums

required to secure to the holders of the Bonds issued hereunder the payment of the principal of and interest thereon at the respective maturities of the Bonds so held by them. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claim of any kind in tort, contract or otherwise against the Issuer.

3.03. Application of Bond Proceeds. The proceeds, including accrued interest thereon, if any, received from the sale of the Bonds shall be applied by the Issuer simultaneously with the delivery of such Bonds to the purchaser thereof (or as advanced from time to time by such purchaser), as follows:

(1) The accrued interest, if any, shall be deposited in the Sinking Fund herein created and shall be used only for the purpose of paying interest becoming due on the Bonds.

(2) The Issuer shall pay all costs and expenses in connection with the issuance and sale of the Bonds.

(3) The balance of the funds shall be deposited in an account (the "Project Account") which is hereby created. Moneys in the Project Account shall be kept separate and apart from all other accounts of the Issuer, and funds initially deposited therein shall be withdrawn, used and applied by the Issuer solely for the payment of the cost of the Project.

3.04. Covenants of the Issuer. So long as any of the principal of or interest on any of the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Sinking Fund herein established, including the Reserve Account therein, a sum sufficient to pay, when due, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue

thereon, the Issuer covenants with the holders of any and all of the Bonds issued pursuant to this Resolution, as follows:

(A) Revenue Fund. The Issuer will establish and hereby covenants and agrees to maintain with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive municipal funds, and maintain so long as any of the Bonds are outstanding, a special fund known as the "City of Brooksville Capital Improvement Revenue Fund", hereinafter called the "Revenue Fund". Into such Revenue Fund the Issuer shall deposit promptly as received Pledged Revenues in amounts sufficient to satisfy the requirements of paragraph (B) below. The Revenue Fund shall be held by the Issuer separate and apart from all other funds and shall be expended and used only in the manner and order specified in paragraphs (B) and (C) of this Section.

(B) Revenue Bond and Interest Sinking Fund. The Issuer will establish and hereby covenants and agrees to maintain with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation, and which is eligible under the laws of the State of Florida to receive municipal funds, and shall maintain so long as any of the Series 2016 Bonds are outstanding, a special fund or funds, collectively called the "City of Brooksville Capital Improvement Revenue Bonds, Series 2016, Bond and Interest Sinking Fund", hereinafter called the "Sinking Fund" to be used exclusively for the purposes hereinafter mentioned. The Issuer shall transfer moneys on deposit in the Revenue Fund to the credit of the Sinking Fund the following amounts, in the following order.

(1) A sum sufficient to pay interest on the Bonds on the next ensuing interest payment date, together with the amount of any deficiency in prior deposits for interest; and

(2) A sum sufficient to pay principal of the Bonds due on the next ensuing principal payment date, together with the amount of any deficiency in prior deposits for principal.

(3) After fulfillment of the requirements of paragraphs (B)(1) and (2), the Issuer shall transfer from the Revenue Fund and deposit to the credit of a special account in the Sinking Fund called the "Reserve Account" an amount equal to Maximum Bond Service Requirement. Moneys in the Reserve Account shall be used only for (i) paying the principal of and interest on the Bonds in the event that the moneys in the Sinking Fund shall ever be insufficient to meet such payments, (ii) paying the cost of repairing or replacing any damage to the Project which shall be caused by an unforeseen catastrophe, and (iii) repaying governmental advances as provided in Section 3.04(N) of this Resolution.

(C) Transfer of Excess Funds and Provisions for Deficiencies. Subject to the provisions for the disposition of revenues in paragraphs (A) and (B), which are cumulative, the Issuer shall either (i) transfer the balance of excess funds in the Revenue Fund to a special account which account the Issuer has established and hereby covenants and agrees to maintain, known as the "City of Brooksville Capital Improvement Revenue Bonds Redemption Account", hereinafter referred to as the "Redemption Account" for prompt use in redeeming Bonds in inverse numerical and maturity order or acquiring outstanding bonds for retirement at not to exceed the price of par and accrued interest, subject to such minimum aggregate principal amount of Bonds that may be redeemed as may be specified by subsequent resolution of the Issuer or (ii) use such excess funds for any lawful purpose.

(D) Trust Funds. The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of the Reserve Account shall be invested by the depository bank, upon request by the Issuer, in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America and which shall be subject to redemption at face value at any time by the holder thereof at the option of such holder; and the moneys on deposit to the credit of the Sinking Fund, Revenue Fund, and moneys in the Redemption Account may be so invested in such obligations which shall mature not later than fifteen (15) days prior to the date on which such moneys shall be needed to pay the principal of and interest on the Bonds in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said account.

(E) Tax Covenants.

(1) The Issuer hereby covenants and agrees with the holder of the Series 2016 Bonds to do all things necessary to maintain the tax-exempt status of interest of the Series 2016 Bonds under the Internal Revenue Code in effect from time to time, including but not limited to compliance with the provisions of the Internal Revenue Code of 1986, as amended.

(2) The reasonably anticipated amount of tax-exempt obligations (other

than obligations described in clause (ii) of Section 265(b)(3)(C) of the Code) which have been or will be issued by the Issuer during the calendar year 2016 will not exceed $10,000,000. There are no entities which are subordinate to or which issue obligations on behalf of the Issuer. The Issuer hereby designates the Series 2016 Bonds as a "bank qualified tax-exempt obligation" for purposes of Section 265(b)(3)(B)(i) of the Code. The Issuer hereby covenants and agrees not to take any action or to fail to take any action of such action or failure would cause the Series 2016 Bonds to no longer be a "bank qualified tax-exempt obligation".

(C) In accordance with the Code, the Issuer represents and covenants that it is a governmental unit with general taxing powers; that the Series 2016 Bonds are not private activity bonds as defined in Section 141(a) of the Code; that 95% or more of the net proceeds of the Series 2016 Bonds (i.e., the face amount of the Series 2016 Bonds), are to be used for the local governmental activities of the Issuer and that the aggregate face amount of all obligations of the Issuer (including all subordinate entities of the Issuer and entities, if any, which cause bonds to be issued on behalf of the Issuer), the interest on which is not includable in federal gross income (other than private activity bonds as defined in Section 141(a) of the Code), issued during the calendar year 2016 will not exceed $5,000,000.

(D) The Issuer covenants to the Purchasers that the Issuer will not make any use of the proceeds of the Bonds at any time during the term of the Bonds which, if such use had been reasonably expected on the date the Bonds were issued, would have caused such bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended. The Issuer will comply with the requirements of the Code and any valid and applicable rule and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Bonds from

the gross income of the holders thereof for purposes of federal income taxation.

(F) Issuance of Other Obligations.

(1) The Issuer covenants and agrees that in the event the cost of the Project shall exceed the dollar amount of Bonds herein authorized, it shall deposit into the Project Account the amount of such excess out of funds available to it for such purpose, and the Issuer may provide such excess, and only such excess, through the issuance of parity bonds conforming to the requirements of paragraph (2) of this subsection; but except to acquire the Project, it will not issue any other obligations payable from or secured by the Pledged Revenues or any other security pledged to secure payment of the Bonds herein authorized, unless the conditions hereinafter set forth shall be met, or unless the lien of such obligations is junior and subordinate in all respects to the lien of the Bonds.

(2) The Issuer shall have the right to add new projects, by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from the Pledged Revenues and any other security pledged to the Bonds, provided in each instance that:

(a) The project to be acquired from the proceeds of the additional parity bonds is or are made a part of the Issuer for use in firefighting, prevention and protection.

(b) The Issuer is in compliance with all covenants and undertakings in connection with all of its Bonds then outstanding and payable from the Pledged Revenues or any part thereof and has not been in default as to any payments required to be made under this Resolution for a period of at least the next preceding 24 months, or if at such time the Bonds shall have not been outstanding for 24 months then for the period that the Bonds have been outstanding.

(c) The annual Pledged Revenues for the Fiscal Year next preceding the issuance of additional parity bonds are certified by an independent public accountant employed by the Issuer, to have been equal to at least one and twenty hundredths (1.20) times the average annual requirements for principal and interest on all the Bonds then outstanding and payable from such Pledged Revenues.

(d) Provided, however, the conditions provided by this paragraph may be waived or modified by the written consent of the holders of seventy-five percent (75%) of the Bonds then outstanding.

(3) The Issuer hereby covenants and agrees that in the event additional series of parity bonds are issued, it will provide that said parity bonds shall mature according to a schedule which most closely approximates equal annual installments of combined principal and interest payments for such parity bonds and all other bonds payable from the Pledged Revenues; and it will adjust the required deposits into and the maximum amount to be maintained in the Sinking Fund, including the Reserve Account therein, on the same basis as hereinabove prescribed, to reflect the average annual debt service on the additional bonds; and it will make such additional bonds payable as to principal on November 14 of each year in which principal falls due. If in any subsequently issued series of bonds secured by a parity lien on the Pledged Revenues it is provided that excess revenues shall be used to redeem bonds in advance of scheduled maturity, or if the Issuer at its option undertakes to redeem outstanding Bonds in advance of scheduled maturity, the Issuer covenants that calls of bonds will be applied to each series of bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of Bonds outstanding at the time of such call) to the extent that this may be accomplished in accordance with the call provisions of the

respective bond series, but the Issuer shall have the right to call any or all outstanding Bonds which may be called at par prior to calling any bonds that are callable at a premium.

(G) Disposal of Project. The Issuer covenants and agrees that, so long as any of the Bonds are outstanding, it will maintain its corporate identity and existence and will not sell or otherwise dispose of the Project, and, except as provided for above, it will not create or permit to be created any charge or lien on the revenues thereof ranking equal to or prior to the charge or lien of these Bonds. Notwithstanding the foregoing, the Issuer may at any time permanently abandon the use of, or sell at fair market value, the Project, provided that:

(1) It is in compliance with all covenants and undertakings in connection with all of its Bonds then outstanding and payable from the Pledged Revenues, and the debt service reserve for such Bonds has been fully established; and

(2) It will, in the event of sale, apply the proceeds to the redemption of outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of maturity.

(H) Insurance on the Project. While any of the Bonds shall remain outstanding, the Issuer shall carry at least the following insurance coverage:

(1) Property insurance on the insurable portions of the Project in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged Project.

In the event of any damage to or destruction of the Project, the Issuer shall deposit the insurance proceeds in the Reserve Account and promptly arrange for the application thereof to the repair or replacement of the damaged or destroyed portion thereof.

(2) Public liability insurance, to the extent of any statutory waiver of sovereign immunity applicable to the Issuer from claims for bodily injury, death or either of such occurrences; and not less than $10,000 against claims for damage to property of others which may arise from the Issuer's operation of the Project.

(3) Vehicular public liability insurance to the extent of any statutory waiver of sovereign immunity applicable to the Issuer to protect the Issuer from claims for bodily injury and death, and not less than $10,000 against claims for damage to property of others which may arise from the Issuer's operation of the Project.

(4) All such insurance shall be carried for the benefit of the holders of the Bonds. All moneys received for losses under any of such insurance, except public liability are hereby pledged by the Issuer as security for the Bonds herein authorized, until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed within ninety (90) days from the receipt of such proceeds.

(5) Workmen's Compensation will be maintained as required by State law.

(I) Compliance with Laws and Regulations. The Issuer covenants and agrees to perform and comply with, in every respect, the loan and grant agreements which it might have with the Government, or with any other governmental agency and all applicable State laws and regulations and to continually operate and maintain the Project in good condition.

(J) Remedies. Any owner of the Bonds issued under the provisions hereof may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent

jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable State or Federal statutes to be performed by the Issuer or by any officer thereof.

Nothing herein, however, shall be construed to grant to any holder of such Bonds any lien on any real property of the Issuer.

(K) Records and Audits. The Issuer shall keep books and records of the Pledged Revenues, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any owner of a Bond or Bonds issued pursuant to this Resolution shall have the right to, at all reasonable times, inspect all records, accounts and data of the Issuer relating thereto.

So long as any of the Bonds shall be outstanding, the Issuer will furnish on or before one hundred eighty (180) days after the close of each Fiscal Year, to any Bond owner who shall request the same in writing, copies of an annual audit report prepared by an independent public accountant or an auditing official of the State of Florida, covering for the preceding Fiscal Year, in reasonable detail, the revenues which are pledged to the payment of the Bonds.

(L) Fidelity Bond. The Issuer will require the position of treasurer or any employee who may have access to funds to be covered by a fidelity bond written by a responsible indemnity company in an amount equal to the total annual debt service requirements for the Series 2016 Bonds, all in compliance with the conditions imposed by Rural Development's Letter of Conditions dated August 2, 2016.

(M) Government Approval of Extensions and Financing. Anything herein to the contrary notwithstanding, if the Government is the purchaser of any of the Bonds, the Issuer will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with making improvements other than normal maintenance of the Project, or permit others to do so, without obtaining the prior written consent of the Government, while the Government continues to own any of the Bonds.

(N) Reimbursement of Advances and Interest Thereon. While the Government shall be the owner of any of the Bonds, the Government shall have the right to make advances for the payment of insurance premiums and/or other advances which, in the opinion of the Government, may be required to protect the Government's security interest. In the event of any such advances, the Issuer covenants and agrees to repay the same, together with interest thereon at the same rate per annum as specified in the Bonds, upon demand made at any time after any such expenditure by the Government. Any such amounts due the Government shall be reimbursed from the Reserve Account and payments required by this Resolution to be made to the Reserve Account shall be increased to equal the amount so advanced by the Government.

(O) The Issuer certifies that the Bonds and the Project have been properly approved as required by law and that the Mayor accepts responsibility that the issuance of the Bonds is an appropriate use of taxpayer dollars.

(P) The Issuer is to provide specific information to the Government on a periodic basis for inclusion in various internal and publicly-available reports.

(Q) Every year during which the Bonds remain outstanding, the Issuer shall adopt an "Annual Assessment Resolution" (as such term is defined in city Ordinance No. 830) and

shall take such other actions as may be required under Florida law to continue to impose and collect the Fire Assessments.

[Remainder of Page Intentionally Left Blank]

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.01. Modification or Amendment. No material modification or amendment of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the owners of two-thirds or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation, or reduce the number of such Bonds the written consent of the owners of which are required by this Section for such modifications or amendments, without the consent of the owners of all such Bonds.

4.02. Creation of Superior Liens. The Issuer covenants that it will not issue any other bonds, certificates or obligations of any kind or nature or create or cause or permit to be created any debt, lien, pledge, assignment or encumbrance or charge payable from or enjoying a lien upon the revenues of the Project ranking prior and superior to the lien created by this Resolution, for the benefit of the Bonds herein authorized.

4.03. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bonds issued hereunder.

4.04. Validation. The Issuer has previously undertaken proceedings to validate its authority to impose and collect the Fire Assessments and to pledge the proceeds thereof to the payment of bonded indebtedness. On July 30, 2012 the Circuit Court in and for Hernando County, Florida entered a Final Judgment validating the Fire Assessment and the Issuer's authority to pledge the proceeds thereof to the bond indebtedness.

4.05. Conflicts Repealed. All resolutions of the City of Brooksville which are in conflict or inconsistent with this Resolution are, to the extent of such conflict or inconsistency hereby repealed.

4.06. Defeasance. If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and redemption premiums, if any, with respect to all the Bonds herein authorized, then, and in that event, the pledge of and lien on the funds pledged in favor of the owners of the Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the owners of the Bonds in an aggregate principal amount which, together with interest to accrue thereon, will be sufficient to make timely payment of the principal of and redemption premiums, if any, and interest on the Bonds in accordance with their terms, the paying agents' fees and expenses with respect thereto and any other expenses occasioned by escrow arrangements or provision for redemption, shall be considered "provision for payment". Nothing herein shall be deemed to require the Issuer to call any Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer

in determining whether to exercise any such option for early redemption, except that if any of the Bonds shall be held by the Government, the Bonds shall be called for redemption as a whole within a period not exceeding six months from the date of such deposit, unless the Government shall agree otherwise in writing. Bonds held by the Government shall not be defeased.

4.07. Effective Date. This Resolution shall take effect upon adoption by the City Council.

Adopted by the City Council of the City of Brooksville, Florida on the 7th day of November, 2016.

CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

_____
Clerk

APPROVED AS TO FORM

_____
City Attorney

EXHIBIT "A"

DISCLOSURE STATEMENT

City of Brooksville
Brooksville, Florida

(1) An itemized list of estimated expenses to be incurred by the United States of America, acting through the U.S. Department of Agriculture, Rural Development (the "Purchaser") in connection with the issuance of $94,500 City of Brooksville, Florida, Capital Improvement Revenue Bonds, Series 2016 (the "Series 2016 Bonds").

(2) The names, addresses, and estimated amounts of compensation of any person who enters into an understanding with either the Issuer or the Purchaser, or both, for any paid or promised compensation or valuable consideration, directly or indirectly, expressed or implied, to act solely as an intermediary between the Issuer and the Purchaser or who exercises or attempts to exercise any influence to affect any transaction in the purchase of the Series 2016 Bonds.

(3) The amount of underwriting spread expected to be realized.

(4) The amount of the management fee to be charged by the Purchaser.

(5) Any other fee, bonus, and other compensation estimated to be paid by the Purchaser in connection with the bond issue to any person not regularly employed or retained by the Purchaser.

(6) The name and address of the Purchaser
United States of America, acting through the
U.S. Department of Agriculture, Rural Development
2629 Waverly Barn Road, Suite 129
Davenport, Florida 33897

(7) The City of Brooksville, Florida is proposing to issue the Series 2016 Bonds for the purpose of providing funds to finance a portion of the acquisition of one (1) fire truck for the City of Brooksville and to pay certain costs of issuance of the Series 2016 Bonds. The Series 2016 Bonds are expected to be repaid over a period of fifteen (15) years. At a fixed interest rate of 2.375%, total interest paid over the life of the Series 2016 Bonds is expected not to exceed $_____.

The source of repayment or security for the Series 2016 Bonds are the Pledged Revenues, as defined in Resolution No. 2016-____ adopted by the City Council on November 7, 2016.

Authorizing these Series 2016 Bonds will result in a maximum of $_____ of the City of Brooksville's Pledged Revenues not being available by the City of Brooksville, each year for other uses during the term of the Series 2016 Bonds.

DATED this _____ day of November, 2016.

Respectfully submitted,

By: _____
Name: _____
Title: _____
RURAL DEVELOPMENT

EXHIBIT "B"

NOT TO EXCEED
$94,500
CITY OF BROOKSVILLE, FLORIDA
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

Year (November 14)	Principal Amount
2017	$
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	

City Council
AGENDA ITEM: G1
November 7, 2016

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS, RECREATION & FACILITIES DIRECTOR

SUBJECT: ERNIE CHATMAN FIELD DEDICATION

DATE: OCTOBER 26, 2016

GENERAL INFORMATION: William "Ernie "Chatman coached in Hernando County for over 40 years. At Hernando High School, his alma mater, he coached baseball, cross country, softball, track and field, and boy's basketball, and served as athletic director. Coach Chatman collected 21 conference, 18 district, 11 regional, and one state championship. He coached the 1983 Dixie Majors to a World Series Championship, completed 104 marathons, at least one in all 50 states and Washington DC, held an 8,814 consecutive running streak and coached multiple athletes to professional careers. He was given the Key to the City of Brooksville in 2004, inducted into the Florida Athletic Coaches Association Hall of Fame in 2004 and the Hernando High School Sports Hall of Fame in 2011.

At the September 19, 2016 Brooksville City Council meeting, staff was directed by City Council to present at the next Brooksville Park and Recreation Advisory Board meeting, the possibility of dedicating a softball field in the honor of Coach Ernie Chatman who passed away on July 24, 2016. This presentation was made at the Brooksville Park and Recreation Advisory Board meeting on October 20, 2016, and was unanimously approved by the Board. The Board recommends that the field located at Tom Varn Stadium should be the field dedicated to him, and to be named as follows; Ernie Chatman Field at Tom Varn Stadium. The family members of the late Coach Tom Varn are in support of this field dedication in honor of Ernie Chatman.

With approval, the field dedication ceremony would take place on February 21, 2017 prior to the first home game of the Hernando High Girls Softball season at Tom Varn Stadium.

BUDGET IMPACT: There will not be a budget impact with the field dedication.

Reviewed by Finance Department: _____

LEGAL IMPACT:

Reviewed by City Attorney: _____

STAFF RECOMMENDATION: Staff recommends Council approve the naming of the stadium field located in Tom Varn Park to read as follows; Ernie Chatman Field at Tom Varn Stadium.

CORRESPONDENCE TO NOTE

1/2

RELEASE OF LIEN

Know All Men by These Presents, that the CITY OF BROOKSVILLE, by and through its undersigned City Manager, and for payment received, the receipt of which is hereby acknowledged, does hereby remise, release, and forever discharge Florida Superior Properties Economic Community Services, Inc., his/her heirs, executors, administrators, and personal representatives, of and from all and all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever in law or equity, which against the said City of Brooksville ever had, now have or may have for or by reason of the Public Sanitary Nuisance Abatement Lien recorded in Official Records Book 3344, Page 1866 of the Public Records of Hernando County, Florida.

In Witness Whereof, I have hereunto set my hand and seal this 21st day of October, 2016.

T. Jennene Norman-Vacha
City Manager

Marina Rittinger
Witness #1 Signature

Terri Carter
Witness #2 Signature

Marina Rittinger
Witness #1 Printed Name

Terri Carter
Witness #2 Printed Name

State of Florida
County of Hernando

On October 21, 2016, T. Jennene Norman-Vacha, City Manager for the City of Brooksville, personally appeared before me and did not take oath.

Notary Public

SUMMER MELODIE MILER
Notary Public - State of Florida
Commission # FF 913695
My Comm. Expires Sep 12, 2019
Bonded through National Notary Assn

Notary Seal

PREPARED BY AND RETURN TO:
CITY CLERK
CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

R

INSTR #2016059207 BK: 3408 PG: 307 Page 1 of 1
FILED & RECORDED 10/26/2016 1:06 PM TT Deputy Clk
Don Barbee Jr. HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

CTN 11-07-16

INSTR #2016016798 BK: 3344 PG: 1866 Page 1 of 2
FILED & RECORDED 3/28/2016 2:35 PM CVW Deputy Clk
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court
Rec Fees: $18.50

LIENOR: CITY OF BROOKSVILLE

LIENEE: Florida Superior Properties Economic Community Services, Inc.

PUBLIC SANITARY NUISANCE ABATEMENT SPECIAL ASSESSMENT LIEN

This Public Sanitary nuisance Abatement Special Assessment Lien is executed and levied this 21st day of March, 2016, by the City of Brooksville, a municipal corporation of the State of Florida, in accordance with the provisions of Section 38-95 of the Code of the City of Brooksville, Florida, and as amended hereafter, and by the authority vested thereby.

WHEREAS, the City of Brooksville has determined that a public sanitary nuisance as defined by the City of Brooksville Code of Ordinances, Section 38-92, and as amended hereafter, existed on the hereinafter described property; and,

WHEREAS, the City of Brooksville caused said public sanitary nuisance to be abated at the City's direction at a cost of One Hundred Sixty-Nine Dollars and Ninety-Seven Cents ($169.97) as evidenced on Final Certification of Expenses [Attachment A hereto]; and,

WHEREAS, the City of Brooksville Code Section 38-95 provides for the creation and establishment of a lien in the amount of such expenditure against the property specially benefitted which said land has been determined as having been specially benefitted.

WITNESSETH: For and in consideration of the expenditures by the City of Brooksville from its governmental funds heretofore made to benefit the hereinafter described property, there is hereby created, established and levied by operation of the law a lien upon the following described real property located and situated in the City of Brooksville, Hernando County, Florida, to wit:

Key #:	00149501
Legal Desc.:	The North 2/3 of Lot 9 of L. B. Parson's Addition to the Town of Brooksville
Street Address:	801 South Main Street
Owner:	Florida Superior Properties Economic Community Services, Inc.
Owner's Address:	604 E 7th St, Sanford, FL 32771-2014

Said lien may be foreclosed by the City of Brooksville at any time according to procedures set out in the Florida Statutes for the foreclosure of mortgages.

Pursuant to the provisions of Section 38-95.a, and as amended hereafter, the costs enumerated herein shall be payable with interest at a rate of ten percent (10%) per annum from the date of such final certification until paid.

IN WITNESS WHEREOF, the City of Brooksville has caused this lien to be executed and created pursuant to and by operation of law on the day and year first above written.

CITY OF BROOKSVILLE

By: _____
Natalie Kahler, Mayor

ATTEST: _____
Virginia Wright, City Clerk

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

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

PREPARED BY AND RETURN TO:
CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

ATTACHMENT A

FINAL CERTIFICATION OF EXPENSES

DATE: March 21, 2016
PROPERTY: 801 S Main ST
OWNER: Florida Superior Properties Economic Community Services, Inc.
Description of Expenses:

Nuisance Administrative Surcharge
1 @ $25.00 ..... $ 25.00

Site Inspections
3 @ $20.00 Per Inspection ..... $ 60.00

PAFF Landscape, Inc .. .. $ 50.00

Postage Fees
1 @ $6.47 ..... $ 6.47

Recording of Lien, Final Certification, and Release of Lien ..... $ 28.50

Total Amount of Expenses ..... $ 169.97

PLEASE MAKE CHECK PAYABLE TO:

City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Attn: Code Enforcement

Reply all | Delete Junk | ...

Fw: Lein Pay off 801 E Main Street Brooksville Fl.

David Peters
Tue 9/20/2016 11:57 AM
To: Melodie Miler

Reply all |

Deleted Items

You replied on 9/20/2016 11:59 AM.

From: David Peters
Sent: Tuesday, September 20, 2016 11:51 AM
To: kcrenshaw@southerntitle-abstract.com
Subject: Lein Pay off 801 E Main Street Brooksville Fl.

Interest through today $8.52+169.97 Total 178.49
Interest through today $26.41+321.57 Total 347.98

Thank You
Dave Peters
City Of Brooksville Florida
Code Enforcement

80
S. Main
Street
Florida Springs
Property

RECEIPT DATE 10-14-16 No. 519779

RECEIVED FROM Southern Title & Abstract $ 178.49

One hundred & seventy-eight 49/100 DOLLARS

○ FOR RENT
○ FOR Public Sanitary Nuisance Lien

ACCOUNT	
PAYMENT	3987
BAL. DUE	

○ CASH
✓ CHECK
○ MONEY ORDER
○ CREDIT CARD

Recorded 03/28/2016

FROM _____ TO _____

BY Angela Balderson

1/2

RELEASE OF LIEN

Know All Men by These Presents, that the CITY OF BROOKSVILLE, by and through its undersigned City Manager, and for payment received, the receipt of which is hereby acknowledged, does hereby remise, release, and forever discharge Florida Superior Properties Economic Community Services, Inc., his/her heirs, executors, administrators, and personal representatives, of and from all and all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever in law or equity, which against the said City of Brooksville ever had, now have or may have for or by reason of the Special Master's Order recorded in Official Records Book 3322, Page 1680 of the Public Records of Hernando County, Florida.

In Witness Whereof, I have hereunto set my hand and seal this 21st day of October, 2016.

T. Jennene Norman-Vacha
City Manager

Marina Rittinger
Witness #1 Signature

Marina Rittinger
Witness #1 Printed Name

Terri Carter
Witness #2 Signature

Terri Carter
Witness #2 Printed Name

State of Florida
County of Hernando

On October 21, 2016, T. Jennene Norman-Vacha, City Manager for the City of Brooksville, personally appeared before me and did not take oath.

Notary Public

SUMMER MELODIE MILER
Notary Public - State of Florida
Commission # FF 913695
My Comm. Expires Sep 12, 2019
Bonded through National Notary Assn.

Notary Seal

PREPARED BY AND RETURN TO:
CITY CLERK
CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

R

INSTR #2016059208 BK: 3408 PG: 308 Page 1 of 1
FILED & RECORDED 10/26/2016 1:06 PM TT Deputy Clk
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

CTN 11.07.16

BEFORE THE SPECIAL MASTER
IN AND FOR THE CITY OF BROOKSVILLE, FLORIDA

THE CITY OF BROOKSVILLE, FLORIDA
a Florida Municipality,
Plaintiff,

vs.

FLORIDA SUPERIOR PROPERTIES
ECONOMIC COMMUNITY SERVICES, INC.,
Defendant.

Case No. 2015 8 110

INSTR #2016001175 BK: 3322 PG: 1680 Page 1 of 3
FILED & RECORDED 1/7/2016 8:24 AM ADM Deputy Clk
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court
Rec Fees: $27.00

SPECIAL MASTER'S ORDER

THIS MATTER came before the Special Master for hearing on September 29, 2015, after notice to the Defendant, on Citation #1843 issued by the Plaintiff, CITY OF BROOKSVILLE CODE ENFORCEMENT, 201 Howell Ave., Brooksville, Florida 34601, to the Defendant, FLORIDA SUPERIOR PROPERTIES ECONOMIC COMMUNITY SERVICES, INC., 604 E. 7th St., Sanford, FL 32771. The citation was mailed to the Defendant by certified mail, return receipt requested, and was signed for at the Defendant's address. The Defendant, being duly informed and advised, failed to appear for the hearing. The City was represented by CLIFF TAYLOR, ESQ., of the Hogan Law Firm, Assistant City Attorney. Proceedings were had in the absence of the Defendant.

The Special Master heard the testimony of City of Brooksville Certified Code Enforcement Officer MARK CASKIE.

Upon **CONSIDERATION**, the Special Master finds as follows:

A. Upon testimony and evidence presented, the Plaintiff established that on July 30, 2014 Officer Caskie inspected property owned by the Defendant and located at 801 S. Main St., Brooksville, Florida and observed the weeds and grass to be overgrown. On August 4, 2014 a Notice of Violation was mailed to the Defendant. On September 9, 2014 the property was mowed by the Defendant. On August 12, 2015 the property was again inspected and found to be overgrown. The grass and weeds measured 19", 23", and 33" throughout the property. The Defendant was cited on August 24, 2015. As of September 29, 2015 Officer Caskie reinspected the property and the property remained overgrown. Officer Caskie had no contact with the Defendant.

B. The Special Master finds that there was sufficient notice provided to the Defendant that this property needs to be mowed before the grass and weeds reach a height of eighteen inches. It is not the duty of The City of Brooksville Code Enforcement to alert the Defendant when the property needs to be mowed. It is, however, the affirmative duty of the property owner to monitor his, her, or its own property and keep the grass and weeds mowed before they reach a height to cause a violation. Additionally, so long as the deed

for the property remains in the name of the Defendant, as recorded in the Public Records of Hernando County, mere abandonment of the property will not relieve a party from its obligation to maintain the property. Bringing the violation into compliance after a citation has been issued will not excuse a civil penalty for such a violation.

UPON THESE FINDINGS, it is therefore **ORDERED**:

1. Regarding citation #1843 the Defendant, FLORIDA SUPERIOR PROPERTIES ECONOMIC COMMUNITY SERVICES, INC., is found GUILTY of a first offense of allowing an accumulation of weeds and grass to exceed a height of eighteen inches on property located at 801 S. Main St., Brooksville, Hernando County, Florida, in violation of City of Brooksville Code of Ordinances Chapter 38, Article III, Section 38-92(a).

a) The Defendant shall pay a civil penalty in the amount of $100.00, payable to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 pursuant to City of Brooksville Code of Ordinances, Ordinance 826, Section 8-1.5.G.7.b.

2. That pursuant to authority granted by Ordinance 826, Section 8-1.5.G.7.d, City of Brooksville Code of Ordinances, and Section 162.09(2)(d), Florida Statutes, the Defendant is hereby ordered pay administrative costs on behalf of the Department in the amount of $33.12, on behalf of the City Attorney in the amount of $75.00, on behalf of the hearing officer in the amount of $100.00, and certified mail costs in the amount of costs in the amount of $12.96 and first class mail in the amount of $.49 payable to the City of Brooksville Code Enforcement Department.

3. **The total of penalties and costs due and payable to the Plaintiff, City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, Florida 34601 is $321.57 which shall bear interest at the legal rate established pursuant to Section 55.01, Florida Statutes, FOR WHICH LET EXECUTION NOW ISSUE. In the event that this Special Master's Order is recorded in the public records pursuant to paragraph 4, herein, The City of Brooksville shall be entitled to collect for their actual costs of recording this Order and a Satisfaction, which additional costs shall be added to the total of penalties and costs stated herein.**

4. If the Defendant fails to comply with this Order within 30 days, pursuant to Ordinance 826, Section 8-1.5.G.7.f, City of Brooksville Code of Ordinances, a certified copy of this Order shall be recorded in the public records of Hernando County, Florida and wherever else the Defendant may live or own property and thereafter shall constitute a lien against real and personal property owned by the Defendant.

REQUESTS FOR FURTHER REVIEW shall be addressed as follows:

An aggrieved party, including the local governing body, may appeal a decision of the Special Master to the Circuit Court. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) days of the execution

of the Order to be appealed.

YOU ARE FURTHER advised that if you decide to seek further review of any decision made by the Special Master with respect to any matter considered at such hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the further review is to be based. Production of verbatim transcripts shall be the responsibility and at the personal expense of the party seeking review of the Special Master's Order.

DONE AND ORDERED at Brooksville, Hernando County, Florida this 5th day of October, 2015.

KENNETH L. WARNSTADT
Special Master

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Special Master's Order has been sent to FLORIDA SUPERIOR PROPERTIES ECONOMIC COMMUNITY SERVICES, INC., 604 E. 7th St., Sanford, FL 32771 by Regular U.S. Mail and certified mail, return receipt requested, and to the City of Brooksville Code Enforcement Department, 201 Howell Ave., Brooksville, FL 34601 by hand delivery on October 5th, 2015.

Clerk to Special Master

Reply all | Delete Junk | ...

Fw: Lein Pay off 801 E Main Street Brooksville Fl.

DP David Peters
Tue 9/20/2016 11:57 AM
To: Melodie Miler

Reply all |

Deleted Items

You replied on 9/20/2016 11:59 AM.

From: David Peters
Sent: Tuesday, September 20, 2016 11:51 AM
To: kcrenshaw@southerntitle-abstract.com
Subject: Lein Pay off 801 E Main Street Brooksville Fl.

Interest through today $8.52+169.97 Total 178.49
Interest through today $26.41+321.57 Total 347.98

Thank You
Dave Peters
City Of Brooksville Florida
Code Enforcement

RECEIPT DATE 10-14-16 No. 519783

RECEIVED FROM Southern Title + Abstract Inc $ 347.98

Threehundred + forty-seven 98/100 DOLLARS

○ FOR RENT
○ FOR The Special Masters order lien

ACCOUNT	
PAYMENT	3987
BAL. DUE	

○ CASH
✓ CHECK
○ MONEY ORDER
○ CREDIT CARD

Recorded 01/07/16

FROM _____ TO _____

BY Angela Baldwin

1

Christian Life Assembly of God

Rev. John Hensel
Senior Pastor

Rev. Chris Lewis
Asst. Pastor - Youth

Rev. Al Gaither
Asst. Pastor - Children

October 12, 2016

Mrs. Natalie Kahler
Mayor of Brooksville
201 Howell Ave.
Brooksville, FL 34601-2041

Dear Mayor,

It is with a grateful heart that I write to you and the Brooksville City Council. We at Christian Life Assembly of God have enjoyed our partnership with the city over the past 12 years.

As you know we began hosting and annual Thanksgiving dinner for the residents of Hernando County in 2004. Each year the City of Brooksville and the Parks and Recreation department teamed up with us to make the event possible by opening up the Jerome Brown Center for the event.

Together, I believe, we accomplished good for the community by providing a quality holiday meal in a warm and friendly environment. Each year we provided 400-500 meals in house along with 150-200 meals to shut-ins and carry out. I am reminded of Matthew 25:37&40; [37] *"Then the righteous will answer Him, saying, 'Lord, when did we see You hungry and feed You, or thirsty and give You drink?* [40] *And the King will answer and say to them, 'Assuredly, I say to you, inasmuch as you did it to one of the least of these My brethren, you did it to Me.'"*. Therefore with this thought in mind, we wanted to say thank you! You recognized what we were trying to accomplish and offered your support!

As we express our appreciation, it is also our desire to inform you that we will not be requesting the use of the Jerome Brown Center this year. In our efforts to seek the Lord's guidance for outreach to the community we have determined to make a change.

We have noticed that there has been an increase of faith organizations providing a Thanksgiving meal in Brooksville. For this increase we are thankful. However, As a result we have seen the need decrease as evidenced in a decline in attendance at our annual dinner.

At the same time we have noticed an increase of need in the area surrounding our church. Therefore, we have determined to host a Thanksgiving dinner at our church location. We are currently feeding approximately 280 families in need each month through our food pantry; that translates to approximately 1,100 individuals being helped. Our desire is to provide a quality Thanksgiving meal for these and others in a warm and friendly environment.

Once again thank you for showing us favor, and joining together with us these 12 years. Our hope is the door will be left open for us to possibly work together again in the future to be a blessing to our community.

Yours in Christ

Pastor John Hensel

Pastor John Hensel
Senior Pastor, Christian Life Assembly of God
P.F.D.C. Presbyter
P.F.D.C. Men's Director

13065 Jacqueline Rd., Brooksville , FL 34613 ~ (352) 597-1139 ~ Fax (352) 597-4696

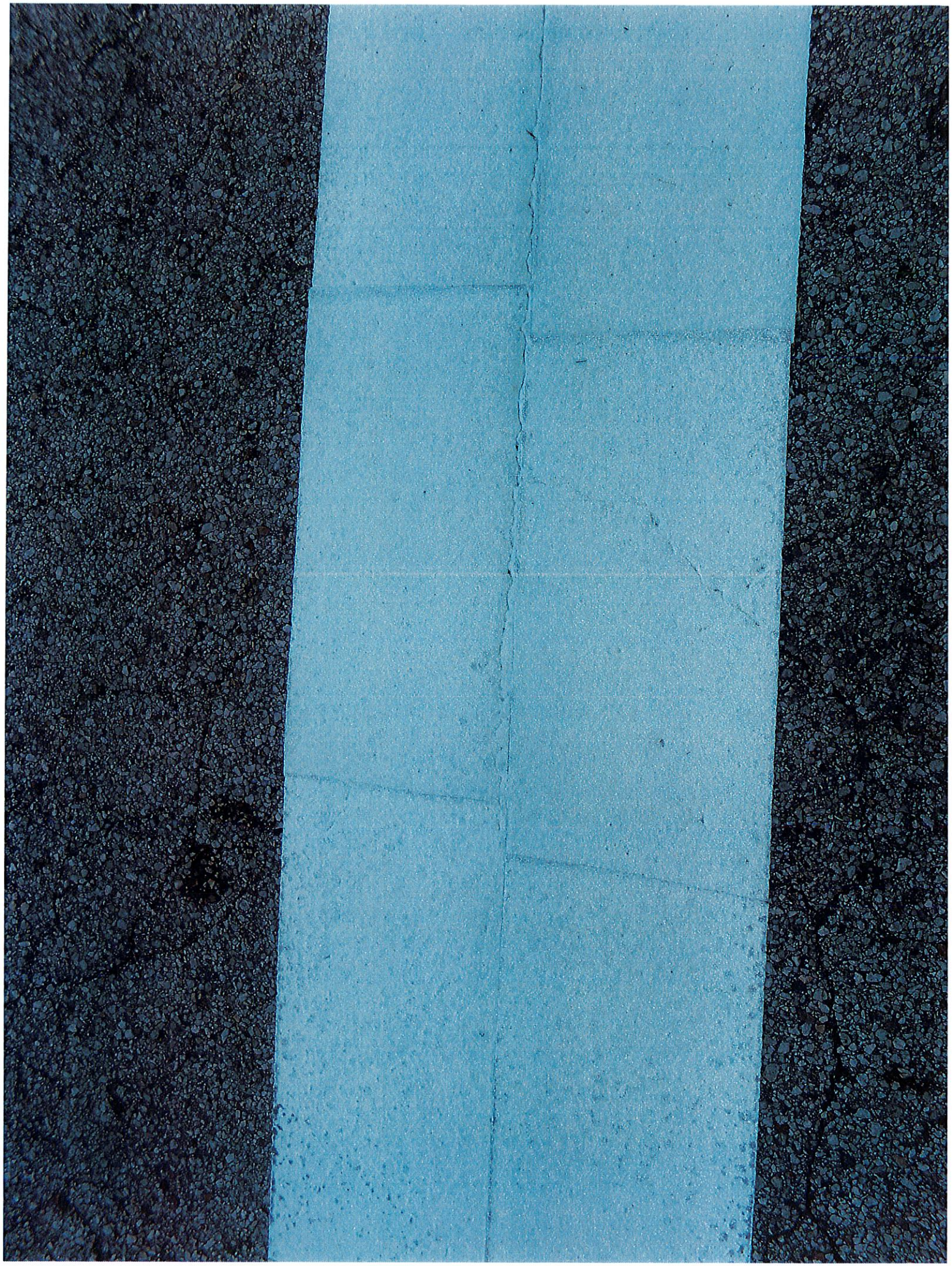
Sharing the Life of Christ...through His love, message, and Spirit...

CTN 11-04-16
cc: Mike Wagner

COUNTRY
CLUB
ESTATES

COUNTRY
CLUB
ESTATES

WATER

N BROAD ST

STOP