

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

AGENDA

July 6, 2009

7:00 P.M.

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

1. Certificate of Appreciation

Presentation to the Beautification Board's student member, Haley Sasser for her dedication and commitment to the board from March 2008 to June 2009.

Presentation: Mayor & Beautification Board Chair
Attachments: Certificate

2. Parks & Recreation Month Proclamation

Presentation of proclamation as issued by Governor Charlie Christ which designates July as Parks & Recreation month.

Presentation: Mayor
Attachments: Proclamation

3. Men and Co-Ed 2009 Spring Adult Softball Tournament Champions

Presentation of awards to the winners of the 2009 Spring Softball tournament.

Presentation: Mayor
Attachments: Memo from Director of Parks & Recreation dated 06/23/09

4. Proclamation – Allison Donato, Miss Florida National Teen 2009

Congratulatory proclamation to Ms. Donato in acquiring the title of Miss Florida National Teen 2009.

Presentation: Mayor
Attachments: Proclamation

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5. **Resolution No. 2009-09 - Linda Sidor Retirement**

Consideration of Resolution Code Enforcement Officer, Linda Sidor, who will retire from the Community Development Department July 7, 2009, after more than 13 years of service.

Presentation: Mayor
Recommendation: Approval of Resolution upon Roll Call Vote
Attachment: Proposed Resolution

6. **2010 Census Presentation & Proclamation**

Presentation of the 2010 Census.

Presentation: Noel Carvajal, Partnership Specialist
U.S. Bureau of the Census
Attachments: Proclamation to be presented by Mayor

7. **City of Brooksville Economic Development and Community Website Showcasing**

Review of proposed project for website showcasing of the City of Brooksville's community and business development.

Presentation: Dennis Wilfong, Ambassador of Commerce and Employment
Attachments: Memo from Dennis Wilfong dated 06/26/09

D. **CITIZEN INPUT**

E. **CONSENT AGENDA**

1. **Minutes**

April 6, 2009 Regular Meeting
May 4, 2009 Regular Meeting
May 18, 2009 Regular Meeting
June 1, 2009 Regular Meeting

2. **Progress Energy Easements for Hope Hill Well and Good Neighbor Trail**

Consideration of easements to allow Progress Energy to set poles and supply the two locations with electricity.

3. **Brooksville Housing Authority Board Appointment**

Request for Council concurrence of Mayoral re-appointment of Cliff Manuel, Jr. to the Brooksville Housing Authority Board for a 4-year term of office through June 30, 2013.

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4. Great Brooksvillian Screening Committee Reappointment

Consideration of request by the Historical Association to replace Ron Daniel with Maxine Matilainen to serve on the Great Brooksvillian Screening Committee.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Director of Public Works dated 06/15/09, Easements; 3) Memo from Mayor dated 06/26/09; 4) Memo from City Clerk dated 06/24/09

F. REGULAR AGENDA

1. Hernando County Property Appraiser Lease Agreement

Notice of Hernando County's intent to Terminate Lease and vacate space. Request for forgiveness of lease payments for September, October and November 2009.

Presentation: Larry Jennings, Deputy County Administrator
Recommendation: Council Direction
Attachments: Letter from Greg Sutton, Assistant County Engineer dated 05/27/09; Memorandum from City Manager dated June 26, 2009; Copy of Office Lease Agreement.

2. Ordinance No. 776 – City of Brooksville & People's Gas System, A Division of Tampa Electric Company (TECO), Franchise Agreement

Request from Peoples Gas for proposed language change dated June 18, 2009.

Presentation: City Attorney
Recommendation: Approval of Ordinance upon roll call vote and scheduling of second reading for the 07/20/09 meeting
Attachments: Memo from City Attorney dated 06/26/09; Proposed Ordinance; Email received from Leroy Sullivan, Jr., TECO People's Gas

3. Building Division Services Relocation

Consideration of Amendment #1 to the original agreement between PDCS and the City subject to review, amendment and approval by Legal Counsel and authorization for the Mayor to sign.

Presentation: Director of Development

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Recommendation: Approval of Staff Recommendation
Attachments: Amendment #1 to City/PDCS
Agreement; Proposed Lease
Agreement; Building Division Activity
Report October 2008 to May 2009

4. **Vertex Communication, LLC – Communication Tower**

Consideration of lease agreement to authorize construction of a wireless telecommunication facility on City property.

Presentation: Director of Parks, Facilities & Recreation
Recommendation: Approval to negotiate lease agreement with Vertex Communication, LLC
Attachments: Memo from Director of P Parks, Facilities & Recreation with attachments.

5. **Resolution No. 2009-08 American Recovery and Reinvestment Act (ARRA) Grant Acceptance**

Consideration of resolution accepting grant in the amount of \$1,370,200 through the Small Community Wastewater Facility Grant and Loan Program.

Presentation: Director of Public Works
Recommendation: Approval of Resolution upon roll call vote and authorize Mayor to sign
Attachments: Memo from Director of Public Works dated 06/18/09, Resolution, FY2009 Priority List Management Hearing, Misc. Correspondence

6. **Ordinance No. 774 – Impoundment**

Consideration of ordinance addressing junked and abandoned vehicles and setting forth procedural requirements for impoundment of vehicles used in conjunction with certain crimes in violation of certain parking statutes and code violation.

[The ordinance was previously tabled at the 05/18/09 meeting and removed from the 06/01/09 agenda to be heard at this 07/06/09 meeting of Council.]

Presentation: Chief of Police
Recommendation: Approval of Ordinance upon roll call vote and scheduling of second reading for the 07/20/09 meeting
Attachments: Memo from Chief of Police dated 07/06/09; Proposed Ordinance

7. **Personnel Policy Amendments**

Consideration of updates to the Personnel Policy.

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- a) Section 8.00 Disciplinary/Corrective Actions
- b) Section 9.00 Grievance Procedures
- c) Section 10.00 Separation of Employment

Presentation: City Attorney
Recommendation: Approval
Attachments: Memo from City Attorney dated 06/29/09; Proposed Policies for Sections 8, 9, and 10.

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

CORRESPONDENCE –TO-NOTE

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

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

AGENDA ITEM NO. C-1
7/6/09

*City of Brooksville
Beautification Board*

Certificate of Appreciation



Presented To

Haley Sasser

*For your dedication and commitment to the
Brooksville Beautification Board
as a member from March 2008 to June 2009.*

Presented this 9th day of June 2009.



Sally Sperling
Chairman

Scott Rery
Vice Chairman



CHARLIE CRIST
GOVERNOR

PARKS AND RECREATION MONTH

WHEREAS, parks and recreation programs enhance our quality of life by contributing to a healthy lifestyle, increasing communication skills, building self esteem, teaching life skills and providing places for enjoyment; and

WHEREAS, parks and recreation programs boost the economy, enhance property values, attract new business, increase tourism and reduce crime; and

WHEREAS, recreation builds family unity, strengthens neighborhood involvement, offers opportunity for social interaction, enhances education, develops creativity, and promotes cultural diversity; and

WHEREAS, our parks and trails ensure ecological beauty, provide space to enjoy nature, help maintain clean air and water and preserve plant and animal wildlife, and

WHEREAS, recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and

WHEREAS, during the 2007-2008 fiscal year more than 20.7 million people visited Florida's 161 state parks, contributing more than \$1 billion to Florida's economy and generating more than 20,000 jobs.

WHEREAS, Florida recognizes the benefits derived from quality public and private recreation and park resources at the local and state level; and

WHEREAS, the National Recreation and Park Association and the Florida Recreation and Park Association designated July as Parks and Recreation Month;

NOW THEREFORE, I, Charlie Crist, Governor of the State of Florida, do hereby extend greetings and best wishes to all observing July 2009 as *Parks and Recreation Month*.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capitol, this 17th day of June, in the year two thousand nine.

Handwritten signature of Charlie Crist in cursive script.

Governor



AGENDA ITEM NO. C-3
7/6/09

**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: MEN & CO-ED 2009 SPRING ADULT SOFTBALL
TOURNAMENT CHAMPIONS**

DATE: June 23, 2009

Our 2009 Spring Adult softball season has completed, the Men's end of the season tournament champion is Coney Island Drive In, with an overall season record of 17-0 and tournament record of 4-0.

The CO-ED end of the season tournament champion is KT Kids, whose overall season record was 13-1, with a tournament record of 4-0.

Proclamation

WHEREAS, the future success of our country and our city is held in the hands of our youth; and

WHEREAS, the City of Brooksville is blessed with young people who possess extraordinary talent, compassion, intellect and beauty; and,

WHEREAS, Allison Donato, a Junior at Hernando High School, has earned the pride of her family and community for her academic achievements, community involvement and most recently, winning the title of Miss Florida National Teenager 2009 as part of the American National Teenager Scholarship Organization (ANTSO); and,

WHEREAS, ANTSO, founded in 1970, is recognized as the most prestigious female teen scholarship pageant competition, awarding more scholarships annually than any other organization of its kind; and,

WHEREAS, during her reign as Miss Florida National Teenager, **Allison** will work with the organization's official charity, Boys and Girls Clubs, as well as her personal platforms, animal rescue and adoption and the ARC Nature Coast; and,

WHEREAS, Allison will travel to Nashville, Tennessee this month to compete in the national competition for the title of Miss National Teenager 2009,

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, JOE BERNARDINI, MAYOR, do hereby:

1. Congratulate **Allison Donato** for winning the title of Miss Florida National Teenager 2009 and extend best wishes for success in the upcoming national competition.
2. Express pride in **Allison Donato** for her academic achievements, community involvement, leadership skills and ideals, which were the basis for her winning the Miss Florida Teenager title.
3. Express appreciation to **Allison Donato** for representing the City of Brooksville in such a remarkable and honorable manner.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 6th day of July, 2009.

CITY OF BROOKSVILLE

Joe Bernardini, Mayor

Lara Bradburn, Vice Mayor

Joseph E. Johnston, III, Council Member

Richard E. Lewis, Council Member

David Pugh, Jr., Council Member

ATTEST:

Janice L. Peters, CMC, City Clerk

May 24, 2009

Hi! My name is Allison Donato, and on May 15th I was crowned Miss Florida National Teenager 2009, which is part of America's National Teenager Scholarship Organization (ANTSO). As Miss Florida National Teenager, I will be representing my hometown of Brooksville, Hernando County, and the great state of Florida at the national finals held in Nashville, Tennessee on July 24 through August 2, where I will be competing against sister delegates from throughout the United States. As a native of Hernando County and a sophomore at Hernando High School, I am very excited about this opportunity to show the entire nation how great Brooksville, Hernando County and Florida are!

To help raise funds for this life-time opportunity, advertising is available in the National Finals Program, which will be distributed at the event. Advertisements are full color and are available in a variety of sizes and costs: \$60 for a Business Card, \$150 for a Quarter Page, \$300 for a Half Page and \$600 for a Full Page. I have to have all of my ads collected and into Nationals by June 10th. If you can help by being an advertiser, please contact me, or my parents, David and Gail Donato at 352-796-9789 or by email at dvdonato1@yahoo.com. We will be glad to get with you on the advertising specifications, size cost and payment.

I would be honored to have you as one of my "local" sponsors, helping me to not only showcase our great area, but to help me in supporting my causes: Homeless Pet Adoption, The ARC of the Nature Coast and, one of ANTSO's national charities, The Boys and Girls Club of America. All of my sponsors will receive recognition at the National Finals, in addition to receiving a signed personalized photograph, and I would be happy to make appearances to promote your business. And if you can't do an ad, a sponsorship donation of any amount would be appreciated!

Thank you for helping me in my quest to bring back the 2009 NATIONAL TITLE to Hernando County and Florida!

Very truly yours,

Allison Donato
Miss Florida National Teenager 2009



RESOLUTION NO. 2009-09

A RESOLUTION IN APPRECIATION OF THE YEARS OF SERVICE RENDERED TO THE CITY OF BROOKSVILLE AND ITS CITIZENS BY LINDA SIDOR.

WHEREAS, LINDA SIDOR was employed by the City of Brooksville on February 26, 1996, and she has, since that time, faithfully rendered a high level of quality service to the City of Brooksville, and the citizens of this community with her professional expertise, dedication, attitude, helpfulness, consideration and enthusiasm; and,

WHEREAS, having initially been hired as a Public Service Aid in the Police Department, **MRS. SIDOR** was promoted to Code Enforcement Officer in December 1998 and in October 2007 her position was transferred to the Community Development Department; and,

WHEREAS, during her tenure with the City of Brooksville, **MRS. SIDOR** received comments from her superiors noting her interpersonal skills in dealing with her fellow employees, her reliability, and her ability to work independently, which tended to positively influence those she worked with on a regular basis; and,

WHEREAS, MRS. SIDOR has decided to retire effective July 7, 2009.

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

1. That this Resolution is hereby adopted in recognition of over thirteen (13) years of faithful performance of duty by **LINDA SIDOR**.
2. That this Resolution is further adopted to set forth and memorialize the great affection and high esteem in which **LINDA SIDOR** is hereby held by the City of Brooksville, its Council Members, employees and citizens, and to make record of their appreciation and testament to the services performed by said **LINDA SIDOR** as a servant of the people.

ADOPTED in regular session this 6th day of July, 2009.

CITY OF BROOKSVILLE

BY: _____
Joe Bernardini, Mayor

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

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

Thomas S. Hogan, Jr., City Attorney

VOTE OF CITY COUNCIL

Bernardini	_____
Bradburn	_____
Johnston	_____
Lewis	_____
Pugh	_____

City of Brooksville

Proclamation

WHEREAS, The Twentieth United States Decennial Census of Population and Housing will be conducted beginning on April 1, 2010; and

WHEREAS, the City of Brooksville, in partnership with Hernando County, encourages all residents to participate in Census 2010 to ensure they are properly enumerated; and,

WHEREAS, the information collected in the census serves many useful purposes, including apportionment of representation in Congress and other legislative bodies, measurement of the economic well-being of communities and their inhabitants, allotment of certain Federal and State tax revenues and other financial aid to our community, determination of future needs for public services and other benefits; and,

WHEREAS, it is important that all local governments receive credit for each resident in order to earn our proper share in reapportionment and revenue sharing for the benefit of voters and taxpayers; and

WHEREAS, the accuracy and completeness of response will determine the population rank of our local governments among other communities of the United States; and,

WHEREAS, the City of Brooksville supports the "Complete Count" Committee that will spread the word on the importance of the census, encourage each resident to complete census information accurately and return census forms promptly.

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, JOE BERNARDINI, MAYOR, do hereby support and acknowledge the

"2010 Census Campaign"

and urge all citizens to recognize and participate in this observance.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 6th day of July, 2009.

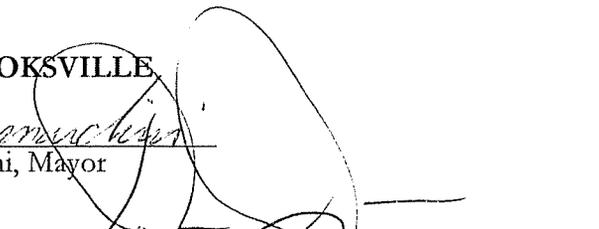
CITY OF BROOKSVILLE



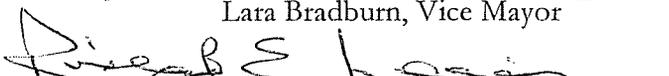
Lara Bradburn, Vice Mayor



Joe Bernardini, Mayor



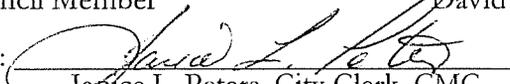
Joseph E. Johnston, III, Council Member



Richard E. Lewis, Council Member



David Pugh, Jr., Council Member

ATTEST: 

Janice L. Peters, City Clerk, CMC



AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: DENNIS WILFONG, AMBASSADOR OF COMMERCE AND EMPLOYMENT 
SUBJECT: CITY OF BROOKSVILLE ECONOMIC DEVELOPMENT AND COMMUNITY WEBSITE SHOWCASING
DATE: JUNE 26, 2009

GENERAL SUMMARY/BACKGROUND: We are interested in launching a new project for the City of Brooksville that will have a significant impact on our ability to promote and showcase the City and our business community. The project will work to produce a website link as part of the City's existing website that will make available a series of streaming online videos highlighting how beautiful our City is and all of the amenities that our community has to offer residents, businesses and visitors. The link/webpage showcase will engage viewers in learning more about our City, area attractions, economic development opportunities, our quality of life and so much more.

We will present our concepts for the project during the July 6th meeting for your consideration and ask for your support/approval to move forward with this very worthwhile endeavor.

BUDGET IMPACT: There will be opportunity for the City to collect monies from businesses that are committed to supporting the City in its economic development interests and those that are interested in advertising their business within the City's showcase. We are asking that any monies derived from this project be set aside within a separate and distinct fund for economic development activities for the City.

LEGAL REVIEW: The City Council has the authority to develop this type of project.

STAFF RECOMMENDATION: Staff recommends that the City Council approve for staff to move forward in creating an Economic Development and Community Website Showcase.

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

MINUTES

April 6, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III and Richard E. Lewis present. Also present were Thomas S. Hogan, Jr., City Attorney; Jennifer C. Rey, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Council Member Pugh was absent. A member of the Hernando Times was present.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Week of the Young Child - April 12-18, 2009

Proclamation supporting the Week of the Young Child event to be held on April 18th at the Jerome Brown Community Center.

Motion:

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

CITIZEN INPUT

Margaret Legone asked for an update on the Market on Main Street petition to reopen the portion of Main Street in front of the Courthouse. City Manager Norman-Vacha indicated it is progressing and Council will have an update at the next Council Meeting.

Ishonda Rayne indicated her family and another family has restraining orders against each other and believes the other family to be violating the order. She feels she is getting nowhere with the Police Department. Mayor Bernardini urged her to meet with City Manager Norman-Vacha either after the meeting or in the morning.

CONSENT AGENDA

Firefighter's Pension Trust Fund Board

Consideration of reappointment of Regina Martin to an expiring 2-year term of office through February 28, 2011. No other applications were received.

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Award of Manhole Rehabilitation/Sealing Bid No. UD2009-04

Consideration to approve award of Bid No. UD 2009-04, Manhole Rehabilitation/Sealing, to American Underground Services, Inc. for the not to exceed amount of \$22,150 and to authorize the Mayor to sign an Agreement for Contractor Services after all documents have been reviewed by the City Attorney.

FY2008/09 Budget Amendment

Consideration of budget amendment transferring \$72,000 from General Fund to the Multi-Capital Fund (308) which is the savings in General Fund from the reduction in insurance costs for the last 6 months of the fiscal year ending 9/30/09 rounded at \$72,000 after deductions for Workers' Comp.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of the consent agenda.

Mayor Bernardini asked Director Pierce about the bid specifics, which he reviewed. Mr. Pierce explained that the budget amendment in Item 3 came from the savings in insurance for this fiscal year.

Motion carried 4-0.

Audited Financial Statements

Review and acceptance of Annual Audit for Fiscal Year ended 09/30/08 prepared by Oliver & Joseph Auditors, P.A.

Mary Beth Gary gave an overview of the statements for last fiscal year. She reviewed the changes Council requested to the budget and the streamlining of the process, which was discussed.

Vice Mayor Bradburn commended Ms. Gary on her personal involvement in the auditing process and that the investment showed in the quality of the report which reflected significant improvement internally with financial and business operations. She also commended staff for recognizing some weaknesses in past audits. She asked Ms. Gary to elaborate on the City's desire to implement a 3-prong process next year.

Ms. Gary stated that in the next few weeks she will be working on the plan for this year's audit with the Finance Department and the City Manager since it is already half way through the fiscal year of October to September. One of the challenges in doing the audit this year was not being able to get in and do some interim work prior to year end. There are many benefits to the staff, to the City and to the auditors in doing that. A timeframe has not been established but she certainly expects some initial work around June, again before year end and then the final around the first of the year after everything has been closed out. This process not only feeds into the controls in trying to avoid problems but also the efficiency aspect.

Vice Mayor Bradburn indicated the opening segment gives a synopsis of good happenings in the last few years and that Brooksville is becoming one of the most progressive cities in Tampa Bay. She appreciates the work on the lay out, making it very understandable.

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Council Member Johnston commended Finance Department staff for working in a good and efficient manner with limited manpower. Mayor Bernardini also commended staff.

City Manager Norman-Vacha spoke briefly of the Microix software that will greatly benefit the process. She thanked Ms. Gary for her time and assistance along with her staff.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Johnston for acceptance of the financial statements. Motion carried 4-0.

Update/Report on “Regional Water Supply Framework”

Update from the Withlacoochee River Water Supply Authority (WRWSA).

Jack Sullivan, Executive Director of WRWSA, gave Council an update on the region's water supply, beginning with a brief background of the water supply planning effort of the last four (4) years. During the planning effort he indicated at least two (2) major problem areas within the region were identified. The first is in southwest Hernando County with the impact of well fields in Pasco County as well as significant growth in west Hernando County. Ground water withdrawals are at their limits in those areas. The second is northeast Sumter County with the impact of The Villages development, significant growth in Lake County and the potential for five (5) new DRI's in the Wildwood area. He advised that alternative water supplies would be needed in the area within twenty-five (25) years.

Vice Mayor Bradburn clarified the alternative water sources from the Withlacoochee River are surface water take off.

Mr. Sullivan indicated some projects identified in the master planning process are processes for conservation to extend the use of ground water and reclaimed water. He proceeded to review long term plans and needs for an integrated regional water supply system.

Vice Mayor Bradburn indicated Hernando County taxes increased to help pay for the Pasco County improvements for over pumping that the district allowed.

Council Member Johnston asked if the ten to fifteen (10-15) year time-frame process could be sped up. Mr. Sullivan indicated ground water monitoring is done continually and updates are made every five (5) years. He believed the first local government to need improvements will be Hernando County. He also elaborated on Citrus County's position on the issue, which he indicated is mixed.

Vice Mayor Bradburn commented that Citrus County citizens are not overly supportive of these plans. She asked when to expect the minimum flows and levels to be completed and at what percentage. Mr. Sullivan replied the schedule indicates 2011 on the lower Withlacoochee River with 2017 as the completion year.

Vice Mayor Bradburn advised The Villages has to come up with an alternative water supply by permitting by 2013, with their alternative water supply being the Withlacoochee River, Lake Rousseau and Holder. Mr. Sullivan replied they have the ability to either develop an alternative water supply or to develop a dispersed well field that does not trip any of the MFL's in the area. There is a dispersed well field in north Sumter County that is being looked at along with help from the Water Management District to meet that 2013 deadline. A lot of the groundwater analysis has been done on the project and in October will start

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with the Water Management District to develop field data in that rural area which will take about a year. He indicated a well field could be established within the next five (5) years.

Vice Mayor Bradburn indicated she is quite familiar with the peaks and lows of the Withlacoochee and the “water wars” certainly concern her. She indicated the cooperative agreements were mandated with Manasota and DeSoto since they are in the Swockett area. She advised being more cautious and slow going to develop agreements as the long term health of this region will depend on Interlocal agreements. A lot of the over pumping to the southwest can be directly attributed to the over pumping in Pasco County which was originally connected to Tampa Bay Water. Mr. Sullivan indicated the analysis was done of lowering of the groundwater table and the impact of the Pasco wells at their reduced rate, not the highest pumping rate they had before.

Vice Mayor Bradburn elaborated on the danger of proceeding too quickly stating Pasco County was in a bad situation during the 80's and 90's for this reason. Even though Hernando County is not in dire straits as some profess, she feels the minimum flows and levels are going to show that there is not as much to give with the Withlacoochee River or Weeki Wachee. There is ample scientific data to already show the damaged estuaries with Withlacoochee and Weeki Wachee from the lowered flows. Years ago, the Southwest Florida Water Management District (SWFWMD) started to look at what might be available with some of the run off from the green swamp. The green swamp for the last century has been channelized and overdeveloped. Millions of gallons a day are lost from run off that never reaches the end of the Withlacoochee and yet there seems to be little effort to shore up those boundaries. SWFWMD has made some wonderful efforts to put that land in the preservation. Harnessing all of the flow of the green swamp would reduce a lot of need for groundwater pumping. The Withlacoochee River, aquifer and environment would be healthier by stopping the run off. It was not the original intent of the 2005 Legislation to look at the Withlacoochee River or local sources as an alternative source.

Mr. Sullivan replied that WRWSA has no jurisdiction in the green swamp. Vice Mayor Bradburn stated that there are interlocal agreements with jurisdictions working together. If the Withlacoochee River is being looked at as a source, you have to look at the source of the Withlacoochee. Mr. Sullivan agreed but stated it is something beyond their capability of doing right now and is more in the Water Management District. He can do more communicating and did not realize it was such a huge problem that the green swamp was not being channelized to get more water into the Withlacoochee River.

Mr. Sullivan stated there is more water available in the Lake Rousseau area and a long term analysis to set a minimum flow and level will determine how much water is available out of that pool. Others who have done an analysis stated there is up to 100 million gallons per day that comes out of the Lake Rousseau pool. Tampa Bay Water that still has in some of their green sheet plans to take water from Lake Rousseau. He sees Lake Rousseau as being a source of water supply but how much is available still has yet to be determined. Vice Mayor Bradburn indicated she thought it was around 52 million gallons per day not 100 million gallons. There are several bills moving through the legislature which cut the 2005 Growth Management legislation which would allow developers to avoid the DRI process. The Villages is going to use the rest of the region as their source to allow them to continue to grow. Mr. Sullivan stated The Villages has a set DRI and they are about 2/3 built out in that DRI and they have no more land. They are completely surrounded by these 5 DRI's and the City of Wildwood. That has been taken into consideration in projecting water demand over

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time. The 5 DRI's have tried to annex into the City of Wildwood to be able to get water and sewer service, comprehensive plan amendments, rezoning, and so on.

Mr. Sullivan stated that at some point in time, alternative water supplies will be needed and there are only 3 places: the Ocklawaha River, the Withlacoochee River and a desalination plant at Crystal River. Vice Mayor Bradburn asked if Progress Energy has a desalination plant in their plan. Mr. Sullivan replied there is an agreement between WRWSA and Progress Energy to use their alcohol canal. A site would have to be acquired off of their site for a desalination plant. Vice Mayor Bradburn stated a long term desalination plant may not be the best financial advantage but would be the best environmentally. Mr. Sullivan stated it is going to play a part in the future water supply system and will be there during a need such as a drought since it is the most expensive way to get water. Vice Mayor Bradburn stated desalination would preserve our rivers and natural resources for the future. She encouraged the Water Supply Authority to support cluster development instead of sprawl for water conservation.

Vice Mayor Bradburn is concerned that The Villages has to name an alternative water source by 2013 and the minimum flows and levels may not be set by then. The 5 DRI's cannot go through the DRI process without naming alternative water sources and there is pressure from the St. John's River. She advised these issues are bearing down and not to accept the pressure from those demanding use of Hernando County water resources. They can look at other alternative sources first.

Mr. Sullivan stated he believes WRWSA will be able to develop the well field. The Villages has to be able to supply seven (7) million gallons a day from their existing permit. With the well field, they would be able to meet all their requirements. The City of Wildwood is in the process of doing a sequel into the lower Florida aquifer. If it works out, that will be their long term water supply. The Florida aquifer flows from behind the green swamp and to the northwest.

Mr. Sullivan stated there is a very long way to go and a difficult process to put it all together and he is looking for guidance and support to negotiate a strategy for the long term. It takes ten to twelve (10-12) years to develop an alternative water supply source with fifteen (15) years to get it in place.

Council Member Lewis stated his concern is the cost of the infrastructure and would like to see other incentives from the Water Management District. He asked who would pay for supplying water to another jurisdiction should there be a need and how would that be monitored. Mr. Sullivan replied those are operational issues and will have to be worked out. Council Member Lewis stated once the 5 DRI's get zoned and planning is done, they could sell to the Villages. Mr. Sullivan stated that is possible but it will be developed either way.

Mayor Bernardini indicated the position of the council is not totally opposed to this but with concerns as indicated. Council Member Lewis stated it will have to be a concurrence of the entire area. Council consensus was to be kept abreast of the progress for the program.

Civil Engineering, Planning and Consulting Services

Authorization to obtain continuing Civil Engineering, Planning and Consulting Services on an as-needed basis.

REGULAR COUNCIL MEETING MINUTES – APRIL 6, 2009

Director Geiger reviewed the RFP process Hernando County went through and the proposed agreement. He asked that Council consider piggybacking on their RFP and contracting with the five (5) consulting firms.

Motion:

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

VFW Unsafe Building Abatement

Consideration of request for staff to solicit Requests for Proposals to demolish the structure at 20021 VFW Road, for a cost not-to-exceed \$16,000 with funds from the City's General Fund's Reserve Contingency.

Director Geiger reviewed the proposed abatement. He noted he has spoken with the owners who will try to hire a contractor to do repairs but would like Council approval to proceed if needed. Brief discussion followed.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval of the abatement and allow the owner thirty (30) days for demolition or correction. Motion carried 4-0.

Cooperative Efforts – Interlocal Agreement with Hernando County Board of County Commissioners and Public Works Services

Consideration of Interlocal Agreement regarding street sweeping, equipment sharing ditch/swale cleaning, street patching, traffic signage and CDL testing.

Director Pierce reviewed the old equipment sharing agreement, indicating he wanted to add other services such as ditch/swale cleaning, street patching, traffic signage and CDL testing.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of the Agreement. Motion carried 4-0.

Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

a) Section 7.03 Group Insurance Plan

City Attorney Rey indicated this provides for an opt-out plan for employees with other group coverage and is a new proposed policy not currently in the Personnel Policy Manual. City Manager Norman-Vacha emphasized that the employees other coverage would have to be "group coverage". She explained this would allow employees with outside group coverage to be reimbursed up to the amount of the benefit provided by the City.

Vice Mayor Bradburn indicated she is still against the plan. Council Member Johnston expressed that it is a benefit to the employee and he does not feel the employee should be reimbursed for opting out. Discussion continued.

REGULAR COUNCIL MEETING MINUTES – APRIL 6, 2009

Council Member Lewis made a motion to approve. Council Member Johnston recommended bringing the item back when there is a full council.

Council Member Lewis withdrew the motion.

b) Section 5.00 Holidays

City Attorney Rey indicated the changes will apply to all employees except employees currently in a collective bargaining process. Additional language to the policy will be at the City Manager's discretion whether an employee gets paid for the holiday should they have an unscheduled absence immediately preceding or after the holiday.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval of the amendment to the Holiday Policy. Motion carried 4-0.

CITIZENS INPUT

ITEMS BY COUNCIL

Joe Johnston, Council Member

Stubbs Street hydrant leaking and no culvert

Director Pierce will check it out. A valve near the hydrant is leaking and is scheduled to be fixed. He will check into the culvert.

Repaving

May Avenue at Liberty Street, the poles in the turning lane did not get put back in. Director Pierce indicated he will check with DOT. Vice Mayor Bradburn indicated opposition to the poles.

Signs

He advised that merge and speed limit signs are missing at Hernando Plaza.

Oil Change Company

Council Member Johnston asked about the buffer that was supposed to be there. Director Geiger indicated a concrete wall and vegetative buffer will be installed.

Lara Bradburn, Vice Mayor

Trip to Tallahassee

She indicated she visited Tallahassee with the MOAPE last week to discuss legislative priorities. She also spoke on the Ozone Attainment issue and the financial impact to local taxpayers. She noted bills that passed the Senate would eliminate transportation concurrency and create a mobility tax. She asked the Governor and House Transportation Chairman to oppose the bills.

She would like Council to authorize staff to participate in Hernando County's efforts to oppose the bills and authorize the Mayor to submit a letter.

REGULAR COUNCIL MEETING MINUTES – APRIL 6, 2009

Richard E. Lewis, Council Member

CTN Item 6 – Petition to revoke Certification of the Suncoast P.B.A. as the City of Brooksville Police Department's Collective Bargaining Unit

He asked for clarification whether the petition was changing or eliminating collective bargaining unit. City Manager Norman-Vacha replied the petition employees have filed is to decertify.

T. Jennene Norman-Vacha, City Manager

Volunteer Appreciation

Next meeting will be preceded by a Volunteer Reception at 6:30 PM.

Joe Bernardini, Mayor

Howell Avenue Paving

Director Pierce expects it will be paved within the next two (2) weeks. The contract time ends June 2. Irene Street will be finished this week moving down to Olive Street. He will be bringing Bid approval on Natelle and Mildred for next council meeting. Bell Avenue wet taps will be fixed within a couple weeks.

MLK Blvd. Deterioration

City Manager Norman-Vacha sent a letter to the County and they will seal and send out inspectors to look at the issues.

1st Annual Scott Bierwiler Softball Tournament

The Fraternal Order of Police and APACK want to be able to use JBCC kitchen for the warming of food with a fee waiver.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:37 p.m.

City Clerk

Attest: _____
Mayor

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

AGENDA ITEM NO. E-1
7/6/09

MINUTES

May 4, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, Richard E. Lewis and David Pugh present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Aquafina Major League Baseball Pitch, Hit and Run Competition Winners

Presentation of awards to the winners of the Pitch, Hit and Run Competition.

The Mission Statement of the Major League Baseball Pitch, Hit and Run event was read by Mike Walker, Director of Parks & Recreation. He and Mayor Bernardini presented the awards.

CITIZEN INPUT

Mayor Bernardini asked for citizen input.

Main Street Closure for Farmers Market

John Mason

He is a catering business owner on North Howell Avenue and expressed a concern over the downtown Farmers Market. He indicated the three (3) block closure a couple Saturdays was especially difficult as his box truck cannot maneuver on the side streets. He is in favor of the Farmers Market at another location.

Bonnie Anhalt

She and her husband own the "Shops at the Corner" located at Howell Avenue and US41 which includes an antique store, a craft store and a hairdresser. The other two (2) businesses renting from her at that location went out of business. She spoke in favor of not closing the downtown streets and felt her business has suffered as well and is in favor of relocating it.

Vasiliki Klonaridis

She is the owner of the Avenue Closeout Outlet on Howell Avenue and advised it is an inconvenience to detour around downtown for deliveries to her business.

Mayor Bernardini indicated City Manager Norman-Vacha is working on the issue and close to an amicable solution.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

CONSENT AGENDA

Minutes

January 5, 2009 Regular Meeting

Surplus – Fire Department

Authorization to surplus equipment.

Beautification Board Appointment

Consideration of appointment of Matthew Brian VonDohre to an unexpired 3-year term of office through December 31, 2010.

Surplus Vehicles

Consideration to declare surplus patrol, seized, and forfeited vehicles.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Johnston for approval of the consent agenda. Motion carried 5-0.

PUBLIC HEARINGS

*Ordinance No. 768A – Small Scale Comprehensive Plan Amendments – Petitioner: Innovators Investment Group, LLC and Brooksville Hotel and Office Park, LLC

Consideration of a request for a change to the Future Land Use Map designation from Residential (County) to City Single-Family Residential for a 0.95 acre \pm parcel and from Residential (County) to City Commercial for a 4.81 acre \pm parcel. Both parcels are located on the North side of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue.

Mayor Bernardini stated that this is a quasi-judicial hearing.

Those wishing to speak on the subject stood and were sworn by the Clerk. Mayor Bernardini stated that only competent, substantial, fact-based testimony or evidence will be considered by Council in deciding the quasi-judicial matters at hand. He also requested that those approaching the podium to speak on the matter state their name, address and whether they have been sworn.

Mayor Bernardini polled Council Members for ex-parte communications, whether written or verbal, related to the agenda item; there was none.

Steve Gouldman, Community Development Planner, reviewed the specifics of the property and the request of the petitioners, who were present. He requested the entire report be entered into the record as if it were read. (Attachment A)

Mike Gaylor, Gaylor Engineering of Lutz, having been sworn, asked if Council had any questions. For the record, Vice Mayor Bradburn asked for assurance that the Hogan property would remain residential and that there would be no through traffic on Mildred Avenue. Mr. Gaylor confirmed that to be the case.

Mayor Bernardini asked for public input; there was none.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of Ordinance No. 768A.

City Clerk Peters read Ordinance 768-A by headnote as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING AMENDMENTS TO THE FUTURE LAND USE MAP AND ELEMENT OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Johnston	Aye
Council Member Pugh	Aye
Council Member Lewis	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

REGULAR AGENDA

Median Landscaping on US 41 & SR 50

Update of the design plans for median landscaping on U.S. 41 and State Road 50, provided by Bellomo-Herbert & Company.

Steve Gouldman, Community Development Planner, indicated this is a request for Council to review and provide comments and direction to staff regarding landscape plans for the medians located in the vicinity of Broad Street and Ponce De Leon Blvd. as well as those near Broad Street and Cortez. Also, staff requests authorization to advertise for bids if one of the options is selected by Council. He briefly reviewed the agreement with FDOT for improvements in the medians on U.S. 41 and new landscaping on Cortez, as well as the contract with Bellomo-Herbert to provide the landscaping design plans.

Plans approved by FDOT, after meeting with the Garden Club, Staff and Vice Mayor Bradburn, were provided to Council. After further discussions between Mr. Herbert and Vice Mayor Bradburn, alternative plans were designed and included in Council Packet but not reviewed by FDOT as of this point.

Staff recommended Council review all designs and determine a course of action. Should City Council approve the FDOT approved plans, staff recommended Council also authorize staff to solicit bids for the purchase, installation and one year maintenance of the landscaping material. If Council prefers the alternative design, it is recommended Council direct staff to ensure that the alternative designs are submitted to FDOT.

Glenn Herbert, of Bellomo-Herbert & Company, added that the plans have not been officially been approved by FDOT but would be pleased to proceed at Council's desire.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Mr. Herbert stated Bulbine is a succulent grass that looks like Society Garlic with a yellow-orange flower. The medians are fairly narrow with site triangles all over so there are very few places to use anything higher than eighteen (18) inches. Knock Out roses are hearty except after the hurricanes in 2004 there was a Chilean threat that caused problems in some areas. There are very few plants are maintenance free but try to pick the ones that do most good and maintain under less than desirable conditions. Knock Out roses give a good splash of color. They bloom during the warm months and drop off during the winter but remain with green leaves.

Vice Mayor Bradburn stated she is partial to Daylilies. She and Mike Hughes, the new landscape person, visited with an extension office to determine which plants would thrive in conditions like that. She advised Society Garlic, Liriope and Bulbine are easier to care for and Daylilies will do extremely well in limited sets.

Mr. Herbert stated different varieties of Daylilies bloom at different times with different types of flowers and will use the evergreen variety. He has used them for forty (40) years with great success blooming for a month or two (2) and they are pretty tough too.

Mayor Bernardini asked about flowering peanut grass. Mr. Herbert replied FDOT stated that Brooksville gets colder than anyplace else and it won't grow well. He was in Palm Coast a couple days ago and they have them in all the medians.

Vice Mayor Bradburn stated she took a trip to Naples noting along US 41 there were full grown Oak trees and quite extensive landscaping in the medians. There were different perennials and annuals to year-round evergreens. During a meeting with DOT representatives last week, they stated they did not like the Counties either but loved the Knock Outs and everything else on the new list. She suggested the list be narrowed down further tonight and give DOT the choice to say yes or no. Discussion continued of planting possibilities. Mayor Bernardini's choices were the Knock Out Roses, Oleanders and Plumbagos.

Council Member Pugh stated he is not a big fan of dealing with landscaping plans. If it works somewhere else it does not necessarily work well here. He asked if there are irrigation systems in the area. Mr. Herbert replied he is also concerned since there are only irrigation systems in two (2) of the areas. Roses, Oleanders and Plumbago are more drought-tolerant. Liriope is a great plant but if you do not water it will not do well. Council Member Pugh stated his concerns and would recommend something more drought-tolerant.

Council Member Pugh was concerned with maintenance as far as having someone out there every week to maintain. Plumbago grows pretty fast and gets thick and drips over and if it can't be maintained without shutting down a road that could be a problem. Another concern is from a personal safety point of view where drivers are gazing at the pretty flowers. He is also concerned with spending money on planting again but he does not have a problem with whatever DOT will do and will not circumvent the process. He is in favor of trying to get everyone into the picture. Reviewers have guidelines and to go around them is not helpful.

Mr. Herbert felt very comfortable with the initial set of drawings submitted to DOT but there are other plants that could be used. One of the areas to use the Knock Out Roses was medians with the irrigation and he is less comfortable with Highway 50 because it is barren.

Council Member Johnston stated he prefers Roses and Plumbago in wider areas.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Council Member Pugh would like to submit in writing a list of plants to the City Manager and move forward. The Vice Mayor has some good input as to what she wants to see.

Vice Mayor Bradburn stated this is a vast improvement from a couple weeks ago. FDOT reps were happy with some of the pictures and she is confident they will agree with the choices.

Council Member Lewis stated it does not matter to him what particular plant but it has to be hearty, low maintenance and drought-tolerant.

Council Member Pugh would like a memo with the final decision and to let the City Manager know if there is a problem. This is to streamline the process and get the landscape architect to submit plans to DOT.

Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

a) ***Section 3.00 Recruitment***

Attorney Rey indicated this is a replacement policy with respect to filling vacancies and veteran's preference.

Council Member Johnston suggested Item 3-D should read "will be".

City Manager Norman-Vacha stated on Item 3-F that Human Resources will run concurrent "postings", both for internal and external candidates. Attorney Rey suggested removing "Human Resources" and should read "Job postings for internal and external candidates will occur simultaneously or concurrently".

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval with noted changes. Motion carried 5-0.

b) ***Section 3.06 Employment of Family Members***

Attorney Rey indicated this section replaces current policy. The proposed policy is adopted in accordance with Florida Statutes with respect to both public officials and employment of relatives within city employment. It provides a specific definition for a family member and procedures to account for if or when someone becomes a family member while employed by the City or is a family member upon application.

Council Member Johnston indicated grandchildren should be included and "current" before parents should be removed. Changes are not retroactively effective and will not apply to employees in collective bargaining units.

City Attorney Rey clarified the definition of "Family Members" as it relates to this section as defined by Florida Statutes. City Manager Norman-Vacha clarified that family members cannot supervise other family members.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Lewis for approval with noted changes. Motion carried 5-0.

c) *Section 3.09 Equal Employment Opportunity*

Attorney Rey indicated this section replaces section 3e of the existing manual. This is based on both State and Federal Statute and defines an equal opportunity statement and provides for a reasonable accommodation and complaint mechanism.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval. Motion carried 5-0.

CITIZEN INPUT

Mayor Bernardini asked for citizen input; there was none.

ITEMS BY COUNCIL

David Pugh, Jr., Council Member

Main Street Closures

Council Member Pugh reviewed that the same businesses in opposition of the closure are the ones that asked Council for help in improving the downtown area in years past. He is in favor of finding another location to have the market and suggested the City's parking lot.

Joe Johnston, Council Member

Street Paving

Council Member Johnston asked Director Pierce for a priority list of roads to be paved.

Red Light Tickets

He asked for clarification from Police Chief Turner as to when red light tickets violations occur. Police Chief Turner clarified that if your vehicle is past the white line after the light turns red, you will be issued a citation.

Water Tower Drainage

Council Member Johnston asked if the water can be used rather than wasted in the street. Director Pierce indicated it only happens when there is a defect and is not a scheduled thing.

One-Way Pairs

Council Member Johnston indicated that even though he was in opposition of the one-way pairs they do come in handy when one lane is closed down.

T. Jennene Norman-Vacha, City Manager

Budget & Workshop Schedule

City Manager Norman-Vacha indicated she will be submitting to Council schedules for budget and workshops.

REGULAR COUNCIL MEETING MINUTES – MAY 4, 2009

Joe Bernardini, Mayor

Arbor Day Event

Mayor Bernardini recognized contributors to the event: Mike Counihan of Greenline Company donated an oak tree; Hernando County Cooperative Extension Service; Division of Forestry with Smokey the Bear; Progress Energy made a donation to purchase powerline-friendly trees to give out to participants of the event; and Stewart Tree Service donated the holly tree that was planted in front of City Hall. The essay winners of Mrs. Frye's Fifth Grade Class at Hernando Christian Academy were present.

Downtown Block Party

He indicated the City will sponsor a downtown block party on Thursday, May 14th from 5:30 to 7:30 on the west courthouse lawn.

Arts in the Park

Mayor Bernardini indicated the Arts in the Park this past weekend was a great success with good attendance.

Red Light Camera

Police Chief Turner clarified that in the right lane, if the first car makes a right on red, the next car has to come to a complete stop before making the right turn on red.

Gold Shield 1st Annual Scott Bierwiler Golf Tournament

Council Member Pugh mentioned that the tournament is coming up on May 21st at the Brooksville Country Club.

Farmers Market

Mayor Bernardini suggested everyone try to work together on the issue. He feels the few hours the street is shut down are prosperous for the downtown area.

Richard Lewis, Council Member

Farmers Market

He suggested the market be moved to Russell Street Park. It would be an ideal location with the opening of the trailhead and the railroad museum.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:45 p.m.

City Clerk

Attest: _____
Mayor

7/6/09

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

May 18, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, Richard E. Lewis and David Pugh present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. A member of Hernando Today was also present.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Law Enforcement Awareness

Presentation of Proclamations designating and supporting the month of May as Law Enforcement Awareness Month.

The proclamation was read by Mayor Bernardini and presented to Amy Mooreville of the FHP, Lieutenant Cinda Moore of the Hernando County Sheriff's Office, Chief Turner of the City of Brooksville PD and Special Agent Rick Singer of the FDLE.

Mickey Cook, President of the Committee Against Assaults on Law Enforcement Officers commended all law enforcement officers for putting their lives on the line everyday to protect our citizens and thanked them for a job well done.

Police Chief Turner spoke on behalf of the Police Department and presented Meritorious Police Service Awards for Investigations to Lieutenant Rick Hankins, Detective Sergeant John Messer, Detective Bryan Drinkard & Officer Shawn Terry. Officer Dixon also presented the awards and will help in the department accreditation process.

Chief Turner then presented Officer Krystal Nix with a Meritorious Award for her part in the "Operation Working Woman".

Vice Mayor Bradburn noted how much improvement the department has seen in the last couple of years and indicated that she is very proud of the Brooksville Police Department. Mayor Bernardini expressed appreciation for the leadership provided by Chief Turner and the support of the officer's families.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

American Legion Auxiliary Poppy Days

Proclamation designating May 22-23, 2009, as “Poppy Days”.

Mayor Bernardini read and presented the proclamation to Pat Hewitt, Poppy Chairman of the local American Legion Post 99. She indicated the money for the poppies goes towards events in Hernando County such as a homecoming on June 14th for Wounded Warrior John Borders and his family. Commander Robert “Bubba” Perkins and Ed Baker have put in numerous hours getting the Borders’ home ready for them. She recognized the City of Brooksville for its assistance in distributing the poppies.

Fire Department - Muscular Dystrophy Association (MDA) Boot Drive

Consideration of approval to allow on-duty personnel and equipment to be used to collect money on weekends during the months of June and July 2009 from local store fronts.

Fire Chief Mossgrove asked for approval of Council for the drive.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn. Motion carried 5-0.

Proclamation - Muscular Dystrophy Association (MDA)

Presentation of Proclamation to MDA proclaiming the week of June 7-13, 2009 as Firefighter Appreciation Week.

Mayor Bernardini read the proclamation and presented to Fire Chief Mossgrove for Firefighter Appreciation Week.

CITIZEN INPUT

Mayor Bernardini asked for citizen input.

John & Louise Downey

The Downey’s represent the Nature Coast Tennis Foundation and expressed appreciation to the City of Brooksville and Mike Walker, Director of Parks & Recreation, for their support of tournaments and activities. She indicated USDA for Tennis has asked for the Regional Tournament to be held in the City of Brooksville at the tennis courts on August 8th. City Manager Norman-Vacha thanked the Downey’s for their dedication.

Pierre Desjardins

He commended Chief of Police Turner for the work he has done during his short tenure and thanked the entire department.

David Gilman

He asked that Council vote against the impoundment ordinance as he felt the punishment does not fit the crime.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

CONSENT AGENDA

Minutes

January 12, 2009 Workshop
March 2, 2009 Regular Meeting

Council Member Lewis noted a change on January 12, 2009, Page 3 of 7, remove “and sold” in the last sentence.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval with noted correction. Motion carried 5-0.

Appointment of Board Members to Public Risk Management of Florida

Consideration of appointing Stephen Baumgartner as the Board Member and T. Jennene Norman-Vacha as the Alternate Board Member.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval. Motion carried 5-0.

Budget Workshops for FY2009-10

Consideration of proposed budget meeting for FY2009-10.

Vice Mayor Bradburn indicated August 11th and August 25th had already been scheduled. City Manager Norman-Vacha stated the dates will be changed accordingly.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval with change in dates as noted. Motion carried 5-0.

PUBLIC HEARINGS

Public Schools Facilities Element Stipulated Settlement Agreement

Consideration to ratify the State-approved “Stipulated Settlement Agreement” between the City and the Department of Community Affairs.

Bill Geiger, Director of Community Development, briefly reviewed the history of the agreement. He indicated no major changes have been made.

Mayor Bernardini asked for citizen input; there was none.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of Agreement. Motion carried 5-0.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

REGULAR AGENDA

Ordinance No. 774 – Impoundment

Consideration of ordinance addressing junked and abandoned vehicles and setting forth procedural requirements for impoundment of vehicles used in conjunction with certain crimes in violation of certain parking statutes and code violation.

Chief Turner indicated the City already has a noise ordinance that deals with loud music and radios and there is currently a state law as well. The current city ordinance has no enforcement and no recourse for collections of the fines. The impound ordinance mirrors many other Florida cities' ordinances and is modeled after the City of Sarasota. He reviewed the differences in the Civil and Criminal Violations fines.

Council Member Johnston asked about the timelines and fees, which Chief Turner explained further. The pros and cons were discussed.

Council Member Lewis recommended removing the existing noise ordinance if it is not working. City Attorney Rey explained the process as it relates to state and local laws.

Motion:

Motion was made by Vice Mayor Bradburn for the addition of habitual violations to the parking limits to Sections 2 and 9(d).

Hearing fees was further discussed. City Attorney Rey indicated she will review the City's parking ordinance and provide a definition as to what constitutes habitual violations.

Motion was seconded by Council Member Lewis as long as habitual is defined.

Council Member Pugh would like a \$100 fine instead of towing on first offense under Section 9(b). Discussion continued of criminal and non-criminal offenses and the importance of discretion of officers when writing tickets. Chief Turner further stressed that this mainly pertains to stereos that are extremely loud.

Chief Turner indicated there is currently no tracking mechanism for citations issued concerning the non-criminal violations.

Mayor Bernardini called for a point of order. He indicated there to be a motion and a second on the floor to add habitual violations to the parking ordinance to the proposed ordinance. The motion and second were withdrawn pending the end of discussions.

Discussion continued concerning tracking of violations within the City via a database based on issuance of citations.

Council Member Pugh indicated Section 2 states "seizure and impoundment of vehicles used in crimes. City Attorney Rey advised the title can be changed.

Towing and impounding issues were further discussed as well as security at police impound and the release of impounded vehicles after payment is made.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

City Clerk Peters read Ordinance 774 by headnote as follows:

AN ORDINANCE PROVIDING FOR THE IMPOUNDMENT OF VEHICLES USED IN CRIMES; PROVIDING FOR REMOVAL OF VEHICLES FROM UNLAWFUL PARKING IN PARKING SPACES DESIGNATED FOR PHYSICALLY DISABLED PERSONS; PROVIDING FOR PRELIMINARY AND FINAL HEARINGS ON SEIZURES AND IMPOUNDMENTS; ESTABLISHING PENALTIES AND FINES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Bernardini asked for public input.

John Masciarella

He indicated being against the impoundment of vehicles for playing a radio too loud.

Pierre Desjardins

He recommended moving versus non-moving violations be clarified and a database be established to track repeat offenders. He indicated he is for it if done properly.

Patrick James Ricketts

He agreed with Mr. Desjardins but indicated there are all types of noise violations and was not in favor of impounding on the first offense. City Attorney Rey clarified that impound is for violations of the code. There is an innocent owner defense in conjunction with the code.

David Gilman

He asked how the officer will decide if the offense warrants impounding. City Attorney Rey indicated it is whether a code violation has taken place. He asked if police had a way to measure decibels.

Chief Turner indicated it is not necessary and is subject to officer discretion.

Heather Gilman

She asked does the noise ordinance include a loud exhaust. Chief Turner indicated it does not cover for impounding.

Dan Patrick

He commented on the ordinance and asked about financed cars being impounded. City Attorney Rey indicated lien holders would be notified.

Vice Mayor Bradburn moved to approve item with the addition of reference to habitual violations of parking time limits and message of non-criminal violations to include impoundment on first offense for not impounding with tracking of violations.

Motion died for lack of a second.

Motion:

Motion was made by Council Member Council Member Pugh and seconded by Vice Mayor Bradburn to table item to the June 1st meeting for revisions. Motion carried 5-0.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

Ordinance No. 775 – Public School Facility Element

Consideration to ratify the State-approved “Stipulated Settlement Agreement” between the City and the Department of Community Affairs.

Director Geiger reviewed the ordinance and asked that the first reading be approved.

Vice Mayor Bradburn asked for confirmation that this mirrors previous discussions on this issue and is in concurrence with the City’s agreements with the County and the School District. Director Geiger confirmed.

Motion:

Motion was made by Council Member Pugh and seconded by Council Member Johnston for approval of Ordinance No. 775.

City Clerk Peters read Ordinance 775 by headnote as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, MODIFYING CHAPTER 11, PUBLIC SCHOOL FACILITIES ELEMENT, OF THE CITY’S COMPREHENSIVE PLAN, AND MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; SAID AMENDMENTS BEING ADOPTED PURSUANT TO PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

Council Member Johnston	Aye
Council Member Pugh	Aye
Council Member Lewis	Aye
Vice Mayor Bradburn	Aye
Mayor Bernardini	Aye

Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

Attorney Rey reviewed each recommended change.

a) Section 7 Orientation & Training

Attorney Rey indicated this section replaces two (2) separate policies consolidating the two (2) with no major changes. Mayor Bernardini indicated orientation should be done immediately after hiring. Council agreed. Council Member Pugh indicated in his experience orientation was done prior to starting a job. City Manager Norman-Vacha stated this will be brought back to Council after a review of wage and hour opinions should Council require a new hire to participate in orientation on their own time before they start employment. City Attorney Rey reviewed the issues.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

b) Section 7.1 Employee Performance Evaluations

City Attorney Rey indicated this section replaces existing plan and it provides more flexibility in evaluations with regular or routine evaluations and significant evaluations. Issues can be addressed periodically and is separate from merit reviews. City Manager Norman-Vacha indicated it doesn't negate the annual review or tie it to a certain date. City Attorney Rey reviewed the issues. Discussion of the time periods attached to reviews followed.

Council Member Pugh would like to see a rebuttal process. Vice Mayor Bradburn would like the rebuttal to be able to change the outcome of the evaluation. Mayor Bernardini indicated he would support a rebuttal process. Discussion ensued regarding the evaluation process. City Attorney Rey recommended a self-evaluation before the official evaluation. City Manager Norman-Vacha stated she has had brief discussions with department heads regarding how the form works and moving towards a performance measurement. Council Member Johnston recommended the final evaluation form be submitted to Council for review.

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Bradburn for approval of Personnel Policy Amendments Section 7.1 Employee Performance Evaluations with evaluation form brought back for Council review, subject to the self-evaluation and rebuttal options. Motion carried 3-2 with Mayor Bernardini and Council Member Pugh voting against.

c) Section 7.03 Travel Allowances

City Attorney Rey reviewed the policy and stated these policies do not apply to those employees in bargaining agreements (police & fire).

Attorney Rey stated the intent of the policy is to establish that meals provided during a conference do not also have a per diem rate of reimbursement. Mayor Bernardini indicated he is opposed since his opinion is that a continental breakfast is not a substantial meal.

Mayor Bernardini had concern with "immediate vicinity" of travel as outlined in the policy. Attorney Rey indicated it is defined as the county but could be changed as council desires and will research a statutory definition of relative distance of travel from place of business for clarification.

Mayor Bernardini asked why the rate established by the City is not the state or federal rate. Attorney Rey replied one can be set by statute and the other is the IRS allowable deductible which can be different and you don't want to prescribe a rate not compliant with State Statute. Establishing a fixed rate would make it necessary to have to go back and change the rate every time the State changes.

Mayor Bernardini wanted B5 defined as county travel with B6 being established by the state statute for reimbursement of mileage.

Discussion ensued regarding taking a personal vehicle and being reimbursed mileage versus taking a city vehicle.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

City Manager Norman-Vacha advised she will bring this section back to Council with more reference to Florida Statutes to be helpful with comparison.

CITIZEN INPUT

Mayor Bernardini asked for citizen input.

Pierre Desjardins

He complimented Emory Pierce on his department for trash removal. He indicated his business is relocated back downtown and stated FDOT did some shoddy work on the sidewalks as well as the manhole cover outside his store at Brooksville Avenue and Jefferson. City Manager Norman-Vacha indicated letters have been sent to FDOT requesting their review because the City has no jurisdiction to correct the issue. Council consensus was to address a more serious letter to FDOT stating several people have been injured at specific locations. City Manager Norman-Vacha will prepare a letter for the Mayor's signature.

Director Pierce indicated yellow curb had been previously painted and cost the City \$1500 in a trip and fall lawsuit that occurred in the vicinity and he did not recommend doing anything but send the letter.

Council Member Lewis recommended the letter be sent via legal to Mr. Prescott in the local office and copy the main office.

Kojack Burnett

He could not see the tennis presentation at the beginning of the meeting. He recommended dates and lines for comments on the evaluation form.

ITEMS BY COUNCIL

Lara Bradburn, Vice Mayor

Cost Recovery

Vice Mayor Bradburn indicated Legislature passed Senate Bill 2282 prohibiting municipalities from collecting cost recovery. Some communities are asking the Governor to veto and she recommended the Mayor write a letter requesting same. City Manager Norman-Vacha will send both a hard copy and electronically to get there immediately.

David Pugh, Jr., Council Member

Employee Appreciation

Council Member Pugh thanked and expressed appreciation to the Police Department, Fire Department and the city's employees for their work.

Joe Johnston, Council Member

Howell Avenue paving

Council Member Johnston noted it is nice to have Howell Avenue paved.

REGULAR COUNCIL MEETING MINUTES – MAY 18, 2009

T. Jennene Norman-Vacha, City Manager

2009 Hurricane Expo

City Manager Norman-Vacha reminded all that the 2009 Hernando County Sheriff's Office Hurricane & Safety Expo at Weeki Wachee Springs State Park is on Saturday, May 30th from 9:00 a.m. to 2:00 p.m.

Joe Bernardini, Mayor

Appreciation

Mayor Bernardini expressed appreciation to Fire & Police personnel and to John and Louise Downey for their involvement with the tennis courts.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 10:15 p.m.

City Clerk

Attest: _____
Mayor

7/6/09

CITY OF BROOKSVILLE

MEMORANDUM

To: Honorable Mayor and City Council Members Date: 6/15/2009
Via: T. Jennene Norman-Vacha, City Manager
From: Emory H. Pierce, Director of Public Works
Re: PROGRESS ENERGY EASEMENTS FOR HOPE HILL WELL AND
GOOD NEIGHBOR TRAIL

Attached are two invoice forms and two easement forms as requested by Progress Energy in order to set poles and supply the two locations with electric power

Financial Impact

The invoice for the Hope Hill well is \$430.53 and adequate funds are available in the Utilities, "Other Contractual Services", (Acct.# 401 021 536 53101)

The invoice for the Good Neighbor Trail lighting is \$624.12. Since the Good Neighbor Trail Fund 120 was depleted with the award of the construction work these additional funds will need to come from General Fund Reserves for Contingencies. Therefore staff is requesting that City Council approve a Budget Amendment transferring \$624.12 out of General Fund Reserves, (Acct.# 001 009 581 56120) and \$624.12 into the Good Neighbor Trail Fund, (Acct.# 120 000 381 49001).

Legal Impact

City Attorney has reviewed the attached documents.

Staff Recommendation

Staff recommends that City Council authorize the Mayor to sign the invoice and easement documents and approve the budget amendments described above.

Attachments

Municipality Easement Instruction Sheet; Invoice WR 3062018; Distribution Easement Proj. IV – 09-3062018; for service at 56 Russell St.

Invoice WR 3058358; Distribution Easement Proj. IV – 09-3058358 for service at 6979 Hope Hill RD.

MUNICIPALITY EASEMENT INSTRUCTION SHEET

Acceptable Signature:

Mayor + Two Witnesses + Notary

Each individual's name must be typed or legibly written under each signature line, including witnesses.

NOTE:

The address of the City must be typed or legibly written below the signatures on the designated lines.

The acknowledgment must be fully completed, signed and sealed by the Notary. The Notary seal must be in ***black ink*** according to Florida State Statute 117.05. The Notary's name must be typed or legibly written below the signature line. Also, the information under the Notary's signature must be ***typed*** or ***printed*** in the spaces shown. The Notary must state if the person signing is personally known to him/her, and if the person did/did not take an oath. The form of identification presented to the Notary must be indicated (such as Florida Driver's License).

Do not alter Easements without Progress Energy Florida, Inc.'s prior approval, as this form has been approved by the Florida Public Service Commission.



INVOICE

WR: 3062018

Work Authorization Job Order

Billing Address Information

Customer CITY OF BROOKSVILLE		Representatives Name WILL SMITH	
Address 201 HOWELL AVE		City BROOKSVILLE	State FL
		Zip 34601-2042	

Service Address Information

Customer		Representatives Name	
Address 56 RUSSELL ST		City BROOKSVILLE	State FL
		Zip 34601	

Work Description

COST TO EXTEND OH SECONDARY AND PROVIDE PEDISTAL AT BASE OF POLE FOR SVC TO BATHROOM AT 56 RUSSELL ST, BROOKSVILLE

Out of Ratio Cost \$624.12

Billing Method	Terms of Payment
<input checked="" type="checkbox"/> Contract Price \$ 624.12 <input type="checkbox"/> Cost <input type="checkbox"/> Cost plus 15%	<input checked="" type="checkbox"/> In Advance <input type="checkbox"/> On or before 20 days after Completion of project <input type="checkbox"/> Other Explain below

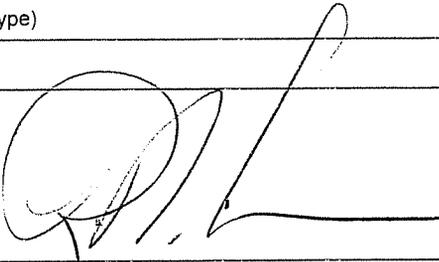
Other Terms of Payment	Ownership of completed project <input checked="" type="checkbox"/> Progress Energy <input type="checkbox"/> Customer	Date Payment Received
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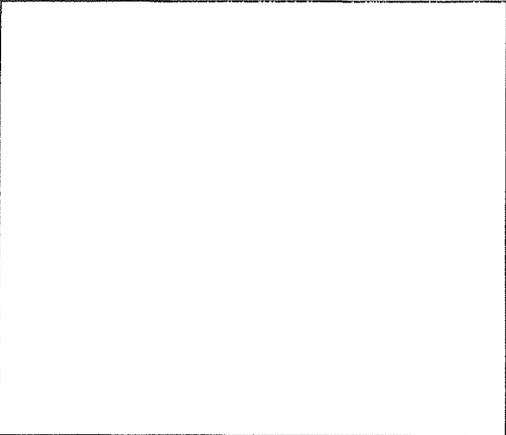
AGREEMENT

The Customer is responsible for the cost, repair or replacement of (1) sod, trees, shrubbery or other plants damaged in the normal course of performing or gaining access to the above work, and (2) damage to non-Progress Energy underground wires, conduit, pipes or other utility facilities that have NOT been staked or located by owner of the facilities. Contract price and terms of payment become invalid if the signed agreement is not received by Progress Energy on or before ... 30 DAYS.

The undersigned hereby authorizes and employs Progress Energy to perform the above job and to furnish labor, necessary facilities or equipment and / or materials for the above job and agrees to pay in accordance with the terms of payment as noted above.

Signature of Above Customer or Representative X	Date
Name (Please print or type)	

Authorizing Supervisor 	Date 3/25/09
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DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to FLORIDA POWER CORPORATION doing business as PROGRESS ENERGY FLORIDA, INC., a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Hernando County, to wit:

A 10.00 foot wide Easement Area defined as lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development:

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

Tax Parcel Number: R27 222 19 3020 00A0 0050

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

27	SEC	22S	TWP	19E	RGE	Hernando	COUNTY	GRANTOR	City of Brooksville (Old RR R/W)	PROJECT	IV-09-3062018
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**PROGRESS ENERGY - FLORIDA POWER
DISTRIBUTION EASEMENT
SECTION 27 - TOWNSHIP 22 SOUTH - RANGE 19 EAST
COUNTY: Hernando
TAX PARCEL: R27 222 19 3020 00A0 0050
PROJECT: IV-09-3062018**

EXHIBIT "A"

1 of 3

LEGAL DESCRIPTION:

A parcel of land lying in and being a part of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, and of L.B. Parsons' addition to Brooksville as recorded in Plat Book 3, Page 7, Public Records of Hernando County, Florida, and being more particularly described as follows: Commence at the Northeast corner of said Northeast 1/4 of the Northeast 1/4; thence run South 00° 51' 58" East along the East boundary of said Northeast 1/4 of the Northeast 1/4, a distance of 131.75 feet, to a curve concave to the Southeast and having a radius of 1557.95 feet, a delta of 10° 38' 51", a chord bearing of South 51° 34' 01" West, and a chord of 289.10 feet; thence run along the arc of said curve, a distance of 289.52 feet, to the curved Westerly boundary of that certain parcel of land conveyed to the City of Brooksville by Seaboard System Railroad, Inc., in a deed dated June 27, 1985, and the POINT OF BEGINNING. Said curve being concave to the Northeast and having a radius of 204.40 feet, a delta of 07° 37' 10", a chord bearing of South 36° 37' 44" East and a chord of 27.16 feet; thence run along said Westerly boundary the following four (4) courses, (1) along the arc of said curve, a distance of 27.18 feet, (2) North 49° 33' 41" East, a distance of 16.00 feet, to a curve concave to the Northeast and having a radius of 188.40 feet, a delta of 07° 14' 15", a chord bearing of South 44° 03' 27" East and a chord of 23.78 feet, (3) along the arc of said curve, a distance of 23.80 feet to the point of tangency, (4) South 47° 40' 34" East, a distance of 8.42 feet to a curve concave to the Southeast and having a radius of 1497.95 feet, a delta of 00° 44' 24", a chord bearing of South 46° 22' 55" West and a chord of 19.35 feet; thence run along the arc of said curve, a distance of 19.35 feet, to the point of tangency; thence run South 46° 00' 43" West, a distance of 73.26 feet, to the centerline of a vacated unnamed street lying west of Lot 5 of said L.B. Parsons' addition to Brooksville; thence run South 00° 51' 52" East along said centerline, a distance of 39.03 feet, to the centerline of a vacated unnamed street lying North of Lot 4 of said L.B. Parsons' addition to Brooksville; thence run North 89° 48' 38" West along said centerline, a distance of 40.58 feet; thence run South 46° 00' 45" West, a distance of 224.00 feet, to the centerline of a vacated unnamed street lying West of Lot 7 of said L.B. Parsons' addition to Brooksville; thence run South 00° 49' 39" East along said centerline, a distance of 306.23 feet; thence run North 89° 57' 14" West along the South boundary of the North 1/2 of said Lot 7 and the extension thereof, a distance of 307.20 feet to the Southwest corner of the North 1/2 of said Lot 7; thence run North 00°



**PROGRESS ENERGY - FLORIDA POWER
DISTRIBUTION EASEMENT
SECTION 27 - TOWNSHIP 22 SOUTH - RANGE 19 EAST
COUNTY: Hernando
TAX PARCEL: R27 222 19 3020 00A0 0050
PROJECT: IV-09-3062018**

**EXHIBIT "A"
2 of 3**

48' 10" West along the West boundary of said Lot 7, a distance of 190.75 feet; thence run South 89° 16' 12" East, a distance of 4.73 feet; thence run North 00° 07' 00" West, a distance of 20.22 feet to the North boundary of said Lot 7; thence run North 89° 52' 22" West along said North boundary, a distance of 4.97 feet to the Northwest corner of said Lot 7; thence run North 00° 48' 10" West, a distance of 30.00 feet to the centerline of a vacated unnamed street lying North of said Lot 7; thence run North 89° 52' 22" West along the centerline and the extension thereof of a vacated unnamed street lying North of Lot 8 of said L.B. Parsons' addition to Brooksville, a distance of 186.69 feet, to the curved Easterly Right-Of-Way line of CSX Transportation's Railroad; said curve being concave to the Southwest, having a delta of 02° 45' 11", a radius of 3650.00 feet, a chord bearing of North 29° 06' 50" West and a chord of 175.36 feet; thence run along the arc of said curve 175.38 feet to the point of tangency; thence run North 30° 29' 25" West along said Right-Of-Way, a distance of 545.97 feet, to the East Right-Of-Way line of South Main Street; thence run North 00° 45' 57" West along said East Right-Of-Way line, a distance of 53.23 feet, to the North boundary of said Northeast 1/4 of the Northeast 1/4; thence run South 89° 38' 54" East along said North boundary, a distance of 188.30 feet, to the Northwest corner of that certain Parcel of land conveyed to C. Dent Lanier by Seaboard Coast Line Railroad Company in a deed dated June 23, 1980, said corner being on a curve concave to the Northeast and having a radius of 287.95 feet, a delta of 57° 31' 38", a chord bearing of South 63° 17' 30" East and a chord of 277.12 feet; thence run along the Southerly boundary of said certain parcel the following two (2) courses, (1) along the arc of said curve, a distance of 289.11 feet, to the point of tangency; (2) North 87° 56' 41" East, a distance of 109.34 feet, to the Southeast corner of said certain parcel of land and the West boundary of that certain parcel of land described in Official Record Book 814, Page 1311, Public Records of Hernando County, Florida; thence run along the boundary of said certain parcel the following two (2) calls, (1) South 00° 20' 42" West, a distance of 110.07 feet, (2) North 87° 46' 45" East, a distance of 199.73 feet, to the curved Westerly boundary of that certain parcel of land described in Official Record Book 405, Page 1974, Public Records of Hernando County, Florida, said curve being concave to the Southeast and having a radius of 385.50 feet, a delta of 35° 25' 01", a chord bearing of South 29° 31' 21" West and a chord of 234.52 feet; thence run along the boundary of said certain parcel the following seven (7) courses, (1) along the arc of said



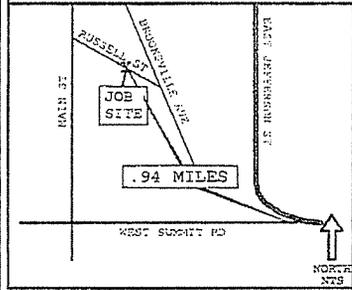
**PROGRESS ENERGY - FLORIDA POWER
DISTRIBUTION EASEMENT
SECTION 27 - TOWNSHIP 22 SOUTH - RANGE 19 EAST
COUNTY: Hernando
TAX PARCEL: R27 222 19 3020 00A0 0050
PROJECT: IV-09-3062018**

EXHIBIT "A"

3 of 3

curve, a distance of 238.29 feet, (2) South 89° 38' 54" East, a distance of 32.71 feet, to a curve concave to the Southeast and having a radius of 353.50 feet, a delta of 40° 57' 19", a chord bearing of North 33° 20' 43" East and a chord of 247.34 feet; (3) along the arc of said curve, a distance of 252.68 feet, (4) North 87° 46' 45" East, a distance of 32.35 feet, to a curve concave to the Southeast and having a radius of 338.50 feet, a delta of 44° 53' 10", a chord bearing of South 35° 57' 15" West and a chord of 256.93 feet, (5) along the arc of said curve, a distance of 263.62 feet, (6) South 89° 38' 54" East, a distance of 279.50 feet, (7) North 46° 00' 43" East, a distance of 99.74 feet; thence continue North 46° 00' 43" East, a distance of 53.53 feet to the point curvature of a curve concave to the Southeast and having a radius of 1557.95 feet, a delta of 00° 13' 52", a chord bearing of North 46° 07' 40" East and a chord of 6.29 feet; thence run along the arc of said curve, a distance of 6.29 feet, to the POINT OF BEGINNING subject to easements and Rights Of Way of record. Containing 9.76 acres, more or less.

LOCATION SKETCH

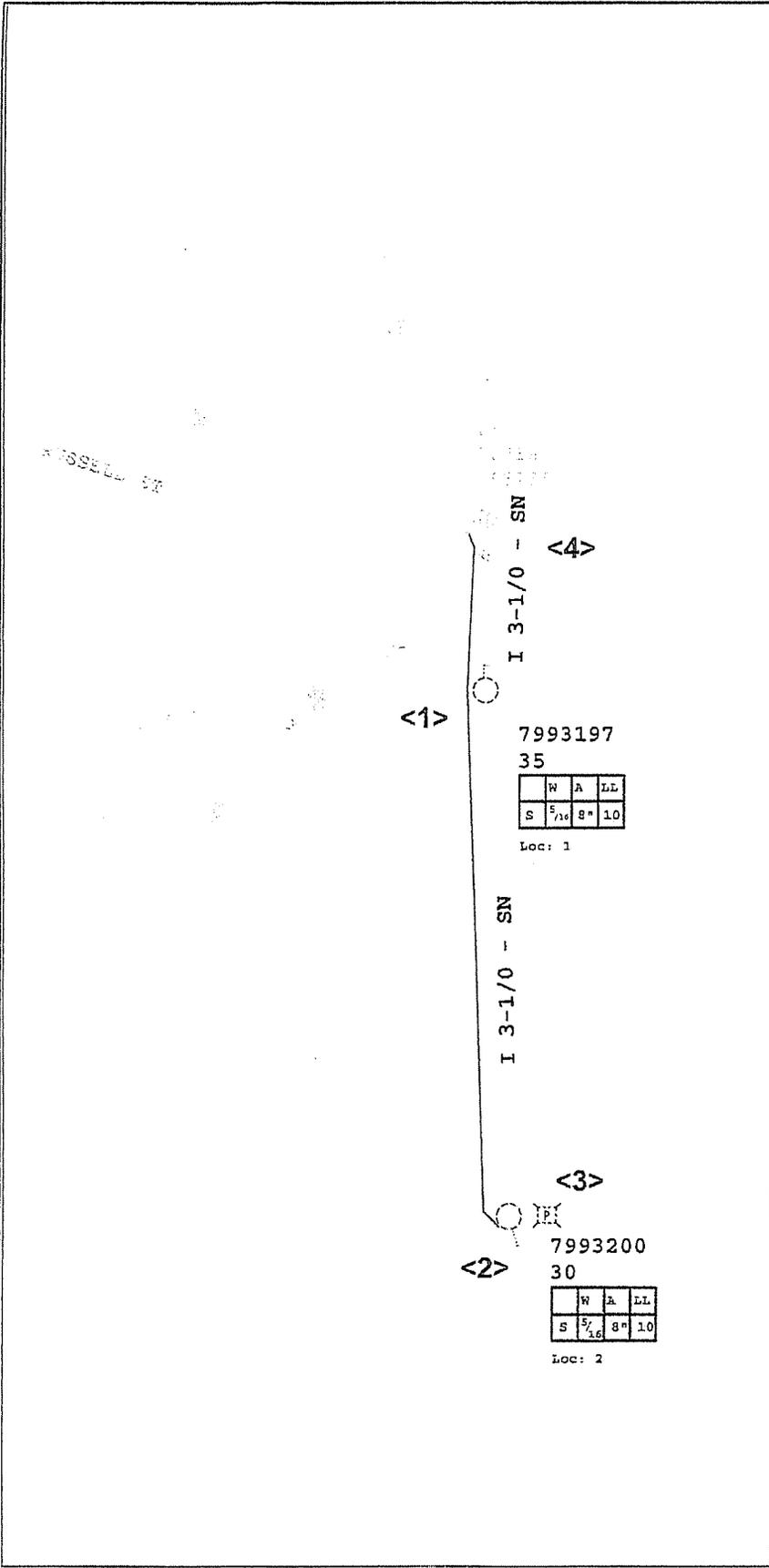


RESIDENTIAL LOAD INFO

SIZE HOME = _____ SQ FT
 MDP SIZE = _____ AMPS
 A/C SIZE(S) = _____ TONS
 VD = _____ %
 VF = _____ %

CONSTRUCTION NOTES:

1. OH SECONDARY EXTENSION FOR LIGHTS IN NEW PARK



CONTACTS:

TERRENCE WILLIAMS
 PEY PROJECT PLANNER
 352-341-7514 (CELL)
 _____ (OFFICE)

CUSTOMER

_____ (CSLL)
 _____ (OFFICE)

PROGRESS ENERGY - FLORIDA

PRE-JOB SAFETY BRIEFING REQUIRED

ADDRESS: 56 RUSSELL ST
 BROOKSVILLE, FL

DRAWN BY:
 J MARTINEZ-LLANOS
 DATE:
 03/18/2009

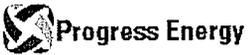
BREAKER: A97
 UPSTREAM PROTECTION DEVICE
 FUSE # 107546/063265 AT
 RUSSELL ST. AND MAINT ST
 (FIELD CHECK FOR ACCURACY)

WORK REQUEST: 3062018
 OPERATION CENTER: TA: 1D
 INV: 1D
 GEO: 22 TWP: 22S RNG: 15E
 HERNANDO COUNTY

SHEET:
 1
 OF
 1

JOB TYPE: COMNSO - NEW CONST OH SECONDARY EXT

TRUCK ACCESS
 OPEN: CLOSED:



INVOICE

WR: 3058358

Work Authorization Job Order

Billing Address Information

Customer CITY OF BROOKSVILLE	Representatives Name WILL SMITH		
Address 201 HOWELL AVE	City BROOKSVILLE	State FL	Zip 34601-2042

Service Address Information

Customer CITY OF BROOKSVILLE	Representatives Name WILL SMITH		
Address 6979 HOPE-HILL RD	City BROOKSVILLE	State FL	Zip 34601

Work Description	
COST TO INSTALL PEDISTAL AND RISER AT BASE OF POLE FOR SERVICE AT 6979 HOPE HILL RD, BROOKSVILLE	
Cost Differential	\$430.53

Billing Method	Terms of Payment
<input checked="" type="checkbox"/> Contract Price \$ 430.53 <input type="checkbox"/> Cost <input type="checkbox"/> Cost plus 15%	<input checked="" type="checkbox"/> In Advance <input type="checkbox"/> On or before 20 days after Completion of project <input type="checkbox"/> Other Explain below

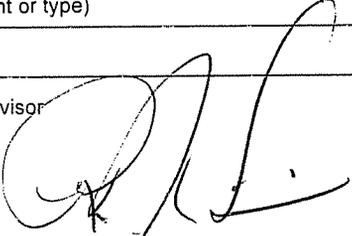
Other Terms of Payment	Ownership of completed project	Date Payment Received
	<input checked="" type="checkbox"/> Progress Energy <input type="checkbox"/> Customer	

AGREEMENT

The Customer is responsible for the cost, repair or replacement of (1) sod, trees, shrubbery or other plants damaged in the normal course of performing or gaining access to the above work, and (2) damage to non-Progress Energy underground wires, conduit, pipes or other utility facilities that have NOT been staked or located by owner of the facilities. Contract price and terms of payment become invalid if the signed agreement is not received by Progress Energy on or before 30 DAYS.

The undersigned hereby authorizes and employs Progress Energy to perform the above job and to furnish labor, necessary facilities or equipment and / or materials for the above job and agrees to pay in accordance with the terms of payment as noted above.

Signature of Above Customer or Representative	Date
X	
Name (Please print or type)	

Authorizing Supervisor	Date
	3/25/09

Easement Documents

Groome, Gloria G [Gloria.Groome@pgnmail.com]

 Attachments can contain viruses that may harm your computer. Attachments may not display correctly.
The sender of this message has requested a read receipt. [Click here to send a receipt.](#)

To: William Smith
Cc: Williams, Terrence

Attachments:  Easement Docs-City of Brooksville.pdf(2MB)

Good morning, Mr. Smith –

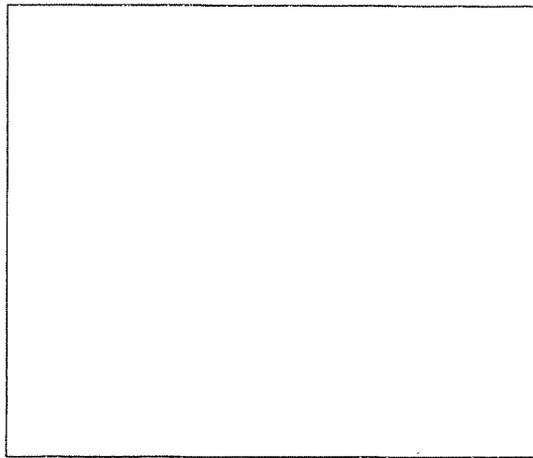
Attached above is the second set of easement documents for the City of Brooksville. May I kindly request once again that you print them on legal-sized paper (8.5" x 14") and execute the documents as indicated on the "Municipality Easement Instruction Sheet" that is also included in the attachment above.

You may scan and email a copy of the properly executed easement document back to me so



Progress Energy

DISTRIBUTION EASEMENT



KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to FLORIDA POWER CORPORATION doing business as PROGRESS ENERGY FLORIDA, INC., a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Hernando County, to wit:

A 10.00 foot wide Easement Area defined as lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development:

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

Tax Parcel Number: R34 422 19 0000 0080 0010

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

SEC 34
TWP 22S
RGE 19E
COUNTY Hernando
GRANTOR City of Brooksville
PROJECT IV-09-3058358



GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 200_____.

ATTEST:

City Clerk

Printed or Type Name

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 200____, by _____ and _____, its President and Secretary, respectively, of _____, a (state) _____ Corporation, on behalf of the Corporation who is/are personally known to me or who has/have produced _____ as identification and who did/did not take an oath.

CORPORATE SEAL

NOTARY SEAL

GRANTOR:

City of Brooksville

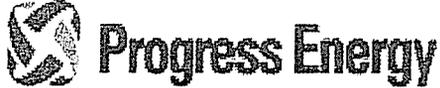
Name of Corporation

Mayor

Printed or Type Name

Grantor(s) mailing address:

Name:
Notary Public
Serial Number:
My Commission Expires:



**PROGRESS ENERGY - FLORIDA POWER
DISTRIBUTION EASEMENT
SECTION 34 - TOWNSHIP 22 SOUTH - RANGE 19 EAST
COUNTY: Hernando
TAX PARCEL: R34 422 19 0000 0080 0010
PROJECT: IV-09-3058358**

EXHIBIT "A"

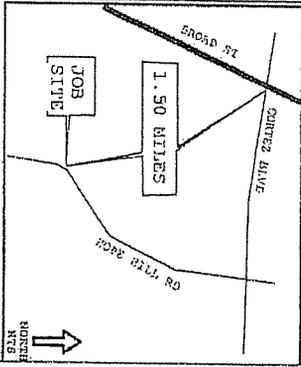
LEGAL DESCRIPTION:

Commencing at the Northeast corner of Lot 10 of a subdivision in fractional Section 34, Township 22 South, Range 19 East as recorded in official records 284 on page 313 through 315 of the public records of Hernando County, Florida:

Thence run South $42^{\circ} 32' 30''$ West, a distance of 75.00 feet, to the Northwest corner of said Lot 10; thence run South, a distance of 573.48 feet, to a point on the East-West 1/4 Section line; thence run South $89^{\circ} 50' 00''$ West along said 1/4 Section line, a distance of 281.91 feet, to a concrete monument located on the Westerly Right-Of-Way line of Hope Hill Road and also the POINT OF BEGINNING; thence continue South $88^{\circ} 50' 00''$ West, a distance of 300.00 feet to a concrete monument; thence run North $01^{\circ} 10' 00''$ West, a distance of 300.00 feet to a concrete monument; thence run North $88^{\circ} 50' 00''$ East, a distance of 381.07 feet to a concrete monument located on said Westerly Right-Of-Way of Hope Hill Road; thence run South $13^{\circ} 57' 20''$ West along said Westerly Right-Of-Way of Hope Hill Road, a distance of 310.76 feet to the POINT OF BEGINNING.

Contains 2.34 acres, more-or-less.

LOCATION SKETCH



GENERAL NOTES:

- THIS WORK REQUEST WILL PROVIDE SERVICE FOR 75HP WELL PUMP
- 200AMP SELF CONTAINED METERING ON TO DG SVC
- WORK AUTHORIZATION REQUIRED.
- DANGER/ ENFORCEMENT REQUIRED.

CONTACTS:

TERRENCE WILLIAMS
PEP PROJECT PLANNER
352-341-7514 (CELL)
____ (OFFICE)

WILL SMITH
CUSTOMER
352-678-0701 (CELL)
T. NELSON GIG (OFFICE)
352-227-3938

PRE-JOB SAFETY BRIEFING REQUIRED

PROGRESS ENERGY - FLORIDA

ADDRESS: 6979 HOPE HILL RD
BROOKSVILLE, FL 34601

JOB TYPE: COMISO - INSTALL 3 PHASE BANK & SECONDARY

DRAWN BY:
J MARTINEZ-LIANGOS

DATE:
3/17/2009

TRUCK ACCESS
OPEN: CLOSED:

BREKNER: A98

UPSTREAM PROTECTION DEVICE
REGLÖBER - R97 CORNER OF
HOPE HILL RD & CORTEZ BLVD
(FIELD CHECK FOR ACCURACY)

BOOK NUMBER: 3058358

OPERATION CENTER: 10
INVENTORY: 10
SPEC: 34 3/17/2009 10:15:00

HERNANDO COUNTY

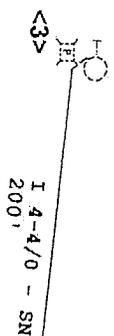
SHEET 1

OF 1

W	A	TL
S	8"	10

Loc: 2

<2>
7992973
30

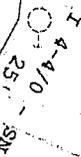


INSTALL 4/0-4 RISER
INSTALL 9X14 PBD

W	A	TL
S	8"	10

Loc: 1

<1>
7992970
30



<4> 453044
45
25 A
25 B
25 C
5616541
277/480V
3 PHASE



Memorandum

To: City Council
From: Joe Bernardini, Mayor JB
Subject: Advisory Board Position
Date: June 26, 2009

After reviewing the applications submitted for the Brooksville Housing Authority, I have made the decision to reappoint Clifford E. Manuel, Jr. to a 4-year term expiring June 30, 2013.

My decision to reappoint Mr. Manuel is to maintain continuity of the Brooksville Housing Authority so the board may continue intact.

Therefore, I hereby request Council concurrence of my appointment.

Financial Impact

None.

Legal Impact

Mayor has the authority to appoint advisory board members to the Brooksville Housing Authority with Council concurrence.

Recommendation

Concurrence by Council of the reappointment of Clifford E. Manuel, Jr. to the Brooksville Housing Authority for a 4-year term expiring June 30, 2013.



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Facsimile: (352) 544-5424
Web: www.cityofbrooksville.us

New Application Re-application

- Beautification Board (4 year terms – 7 members)
- Brooksville Housing Authority (4 year terms – 7 members)
- Cemetery Advisory Committee (4 year terms – 7 members – city residency or documented tie to Cemetery)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Other _____

Name: Manuel, Jr., Clifford E.
(Last) (First) (Middle)

Address: 966 Candlelight Blvd.
Brooksville, FL 34601

Mailing Address (if different): _____

Business Address: Coastal Engineering, Associates, Inc., 966 Candlelight Blvd.
Brooksville, FL 34601

Occupation: Civil Engineer

Business Phone: (352) 796-9423 Home Phone: (352) 799-3303

Email address: cliff@coastal-engineering.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 104423153

Please rank your board preference(s):
1. Brooksville Housing Authority
2. _____
3. _____

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before? Yes No If yes, please indicate name of board and dates of service: Brooksville Housing Authority 12/19/07 – Present

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

Rec'd 6/22/09
verified

Why would you like to serve on this board? Longtime resident of Hernando County and City of Brooksville

What special skills would you bring to this position? Knowledge of Housing & Property Market and professional business practices

List fields of work experience: Civil Engineering

List any licenses and/or degrees (location & year):

Local References (Please list three (3)):

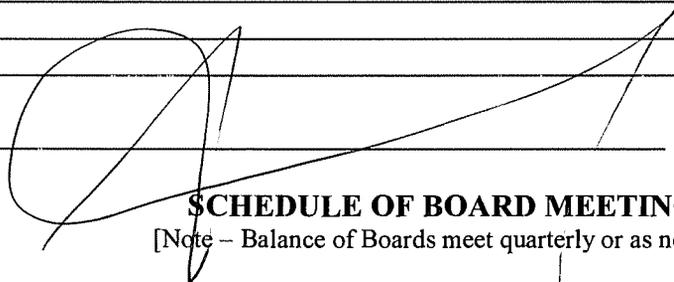
1. Jim Kimbrough 754-5505
2. Robert Buckner 796-4544
3. John Ehlenbeck 799-1048

Would you have a problem with the meeting dates and times for the board/agency?

Yes No

If yes, please explain:

Signed:



Date: 4/22/09

SCHEDULE OF BOARD MEETINGS

[Note – Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY of each MONTH – 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY of each MONTH – 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY of each MONTH – 6:30 PM

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 544-5407
Facsimile: (352) 544-5424
Web: www.ci.brooksville.fl.us

New Application Re-application

- Beautification Board (4 year terms – 7 members)
- Brooksville Housing Authority (4 year terms – 7 members)
- Cemetery Advisory Committee (4 year terms – 7 members – city residency or documented tie to Cemetery)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Parks & Recreation Advisory Board (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms – 5 members)
- Other _____

Name: OGE, TERALS MONTREUIL
(Last) (First) (Middle)

Address: 14590 Copeland Way
Spring Hill, FL 34604

Mailing Address (if different): Same as above

Business Address: N/A

Occupation: ACCOUNTANT

Business Phone: N/A Home Phone: 352 397 3855

Email address: GLADYSOGE@yahoo.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # 116545665

Please rank your board preference(s):
1. Housing Authority
2. PLANNING & ZONING Comm.
3. FIREFIGHTERS Pension Trust Fund

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before? Yes No If yes, please indicate name of board and dates of service: _____

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

verified with GLADYSOGE

Why would you like to serve on this board? Community involvement
AND Part of my civic duty to
serve the County of Hernando.

What special skills would you bring to this position? MANAGERIAL
SKILLS AS A FORMER CHIEF ACCOUNTANT
IN ADDITION TO SEVERAL SPEAKING
LANGUAGES: French, Creole, Spanish (Not Fluent)

List fields of work experience: Accounting Typing Truck
DRIVER, BUS DRIVER (TRANSPORTATION)
TEACHING.

List any licenses and/or degrees (location & year): Accounting: Haiti
1978 Accounting: USA 1997
Dactylography: Haiti 1970

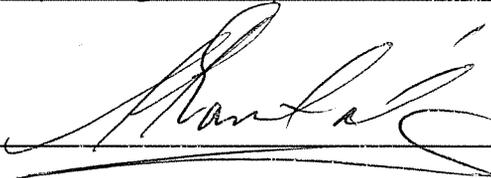
Local References (Please list three (3)):

1. Dr Madeline Berk
2. _____
3. _____

Would you have a problem with the meeting dates and times for the board/agency?

Yes No

If yes, please explain: I am VERY Flexible. As the Board
Meets in the Afternoon, I do not believe
that its schedule will affect my
activities

Signed:  Date: 5/21/09

SCHEDULE OF BOARD MEETINGS

[Note – Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD
in Council Chambers

2nd TUESDAY @ MONTH – 5:30 PM

BROOKSVILLE HOUSING AUTHORITY
in Council Chambers

3rd TUESDAY @ MONTH – 6:00 PM

PLANNING & ZONING COMMISSION
in Council Chambers

2nd WEDNESDAY @ MONTH – 6:30 PM

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

7/6/09

City of Brooksville

MEMORANDUM

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, CMC, City Clerk

Subject: Great Brooksvillian Screening Committee Appointment

Date: June 24, 2009

At its June 15 meeting, Council approved the appointment of John Tucker, Ron Daniel and Sandra Sullivan to the Screening Committee for review of the 2009 Great Brooksvillian nominations.

Mr. Daniel has advised that he will not be able to serve on the committee after all. The Historical Association at their recent meeting voted to recommend Maxine Matilainen to Council. I have spoken to Mrs. Matilainen and confirmed that she wishes to serve on the committee.

Financial Impact

None.

Legal Impact

None.

Recommendation

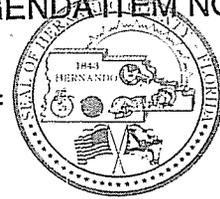
Staff requests Council rescind their previous appointment of Ron Daniel and confirm appointment of the Historical Association recommendation of Maxine Matilainen.

Board of County Commissioners

AGENDA ITEM NO. F-1...

07.06.09

Hernando County



Public Works Department - Engineering Division

1525 East Jefferson Street
Brooksville, Florida 34601
(352) 754-4062
FAX: (352) 754-4423

May 27, 2009

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

RE: Lease for the Hernando County Property Appraiser's Space,
Notice of Intent to Terminate

In accordance with the terms of the lease between Hernando County and the City of Brooksville for leased space for the Hernando County Property Appraiser, please accept this letter as formal notice of the County's intent to terminate the lease and vacate the space. Although this space has served the Property Appraiser well for a number of years, this notice is being given on behalf of the Board of County Commissioners in an effort to reduce lease costs. To that end, the Board of County Commissioners, at their May 26, 2009 meeting approved the termination of the lease and relocation of the Property Appraiser into the Hernando County Government Center.

The terms of the lease require a 180-day notice for termination. Based upon a notice date of May 27, 2009, the termination date would be November 23, 2009. We anticipate relocation of the Property Appraiser in September 2009. In lieu of paying the monthly lease costs from September to the end of the lease period, we respectfully request the City's favorable consideration and forgiveness of the lease costs once the Property Appraiser has moved.

Should you or the City Council have any questions regarding this notice, please be advised that Mr. David Hamilton, County Administrator, is willing to meet with you and/or the City Council at your convenience.

Respectfully,

Gregg W. Sutton, P.E.
Assistant County Engineer

Cc: David N. Hamilton, County Administrator



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER
SUBJECT: LEASE FOR HERNANDO COUNTY PROPERTY APPRAISER'S OFFICE SPACE
DATE: JUNE 26, 2009

The Hernando County Board of County Commissioners has provided formal, written Notice of Intent to Terminate the Office Lease between Hernando County and the City of Brooksville for office space obtained for the Hernando County Property Appraiser, as of May 27, 2009.

The terms of the Office Lease require a 180-day notice of termination. Based upon the notice, the termination date would be November 23, 2009. The County is estimating that relocation of the Property Appraiser would be completed as of September 2009 and therefore requesting consideration of "forgiveness" of the monthly lease costs for the months of September, October and November.

On October 1, 2009, the monthly lease amount is set to increase in accordance with the Office Lease Agreement provisions. Section 4 – Renewal and Rent Adjustment of the Agreement states that the monthly rent may be adjusted annually based on the previous year's "All Urban Consumer Price Index" (CPI) (Tampa /St. Petersburg/Clearwater). This Section continues to state that "in any event, the maximum annual increase shall not exceed three percent (3%)."

Pursuant to this Section, the CPI for the period 2007 through 2008 indicates a 3.1733% increase (see attached schedule); therefore a 3% increase is due to be applied. The current monthly rent (\$5,058.82 per month) would increase to \$5,210.58 as of October 1, 2009.

The impact of "forgiveness" would mean a loss of revenues to the City in the amount of \$15,479.98 (\$5,058.82 for FY 2008/09 and \$10,421.16 for FY 2009/10).

The County continues to work closely with the City of Brooksville to improve efficiencies and save monies wherever possible through cooperative efforts. Currently, the County is working with the City to provide a means for updating the City's very out-dated

desktop computer equipment by making available approximately 20 desktop computers that they will surplus (from the Clerk of Circuit Court, Karen Nicolai) in the next 30 to 60 days. Although the desktops only retain a "surplus value" for the County of about \$50 each (\$1,000 total), making them available for the City will allow us to save approximately \$12,000 or more that would otherwise be necessary to purchase the replacement desktops that are severely needed. The costs for replacement would make the updating/upgrade of equipment cost prohibitive in a tight budget year for the City without the help of the County.

This is but one enumerated example of our continuing cooperative efforts. As you know, we continue to identify areas that combine efforts and minimize resources/dollars for our taxpayers.

Further, we are working together on shared resources/data in the area of the countywide geographical information system (GIS) that will provide strengthened solutions in our ability to plan, react and respond in the areas of growth, utilities, road maintenance, fire planning/response and police planning/response. The Property Appraiser's Office has been very helpful and instrumental in working with the City in sharing staff time/training, equipment, and licensing for use, collection and storage in our building of critical maps of intelligent information for our future.

No matter the decision of Council on this item, we are sure that cooperative efforts and the emphasis of working together for a better City and County will continue. However, we thought that it is important to point a couple of new areas that we are currently coming together for the best solutions and benefits for the taxpayer.

I thought that you should consider this in your decision.

ec: Alvin R. Mazourek, Hernando County Property Appraiser
David Hamilton, County Administrator, Hernando County
Larry Jennings, Deputy County Administrator, Hernando County



UNITED STATES DEPARTMENT OF LABOR

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FONT SIZE:

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From: To:

include graphs **NEW!**

[More Formatting Options](#)

Data extracted on: June 26, 2009 (10:05:36 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUUSA321SA0															
Not Seasonally Adjusted															
Area: Tampa-St. Petersburg-Clearwater, FL															
Item: All items															
Base Period: 1987=100															
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1998													137.5	137.1	137.9
1999													140.6	139.4	141.8
2000													145.7	145.1	146.2
2001													148.8	148.0	149.6
2002													153.9	152.2	155.6
2003													158.1	157.6	158.6
2004													162.0	160.9	163.1
2005													168.5	166.4	170.6
2006													175.2	173.9	176.6
2007													184.288	182.886	185.689
2008													190.136	189.884	190.388

NOTE TO FILE

Date: June 26, 2009

Subject: Hernando County Property Appraiser's Lease -- City Hall

By: Stephen J. Baumgartner, Finance Director

CPI (see attached)

2008	190.136
<u>2007</u>	<u>184.288</u>
	5.848

$$5.848 / 184.288 = 3.1733\%$$

According to the Lease terms, the rental rate of the Lease between the City of Brooksville and Hernando County is to be annually adjusted based on the Consumer Price Index. However, in any event, the maximum annual increase shall not exceed 3%. The rate increase is calculated at 3.1733% (see above) so in 09/10 the increase is set at the maximum of 3%.

Therefore, this year beginning 10/01/09 the rent will be \$5,210.58 per month (from \$5,058.82, an increase of \$151.76 monthly [$\$5,058.82 * .03 = \151.76])

OFFICE LEASE

THIS LEASE AGREEMENT, dated the 1st day of January, 1997 by and between the **CITY OF BROOKSVILLE**, a duly organized municipal corporation under the laws of Florida, whose address is 201 N. Howell Avenue, Brooksville, FL 34601-2041, (hereinafter called the "**LESSOR**"), and **HERNANDO COUNTY**, a political subdivision of the State of Florida, (hereinafter called the "**LESSEE**"), whose address is 20 N. Main St., Brooksville, FL 34601-2800.

WITNESSETH:

LESSOR hereby leases to the **LESSEE** and the **LESSEE** hereby leases from the **LESSOR**, the following described office space, sometimes hereinafter referred to as the leased premises to-wit:

Space designated as general office space, comprising the entire third floor consisting of approximately 7107 leasable square feet of the Brooksville City Hall located at 201 N. Howell Avenue, Brooksville, FL 34601-2099.

1. TERM

LESSEE to have and to hold the above described premises for a term of ten (10) years commencing on the 1st day of October 1996 and terminating on the last day of September 2006, under the terms and conditions as set forth herein. However, either **LESSOR** or **LESSEE** may terminate this lease at any time by providing the non-terminating party with a written Notice of Termination at least one hundred (180) days prior to the date of the intended termination. Should this lease be terminated by **LESSEE** prior to the **LESSEE** recouping the cost of improvements **LESSEE** will surrender said improvements without further contribution by **LESSOR**. Should this lease be terminated by **LESSOR** prior to **LESSEE** recouping its cost of improvements to the premises by credits or deductions from its lease payments, **LESSOR** shall pay to **LESSEE** the amount of any unrecovered credits or deductions due **LESSEE**.

2. USE AND POSSESSION

It is understood that the leased premises are to be used for general office purposes and for no other purpose so as to constitute a nuisance, without prior written consent of **LESSOR**. The **LESSEE**, at the expiration of the term, shall deliver up the leased premises in good repair and condition, damages beyond the control of the **LESSEE**, reasonable use, ordinary decay, wear, and tear excepted.

3. RENT

LESSEE hereby covenants and agrees to pay, during the term hereof, to the **LESSOR**, in advance and beginning on the commencement date of this lease and on the first

pe: bly

CTN 1/6/97

day of each and every month thereafter for the next one hundred twenty (120) month period, a base rent of \$4,145.75 per month.

The monthly base rent provided to be paid above is based upon a rate of seven (\$7.00) dollars per square foot per annum of leasable space occupied by **LESSEE**.

Rent shall be paid to **LESSOR** at 201 N. Howell Avenue, Brooksville, Florida 34601-2041.

4. RENEWAL AND RENT ADJUSTMENT

LESSEE has the option to extend this lease for two (2) additional five (5) year periods under the same terms and conditions providing **LESSEE** gives **LESSOR** one hundred eighty (180) days notice prior to expiration of the lease term. 4/1/10

Rental rate per square foot shall not increase during the first five (5) years of this lease. Upon the commencement of the sixth year, this lease and for each year thereafter including the exercise of any option to renew, the rental rate may be adjusted annually by **LESSOR** on the anniversary date of this lease based upon the increase, if any, from the previous year's "All Items Consumer Price Index" as reported by the United States Department of Labor. If there shall be no such index, then by the most nearly comparable successor index thereto. However, in any event, the maximum annual increase shall not exceed three (3%) percent including the first time the rent is adjusted pursuant to this provision.

In view of the fact that **LESSEE** will be required to make extensive improvements to the premises located on the third floor before it is suitable for use as office space and **LESSOR** will reap the benefits of the improvements after the termination of **LESSEE'S** lease, **LESSOR** shall allow **LESSEE** to deduct as a credit from its monthly lease payments two (2%) percent of the costs of any fixed improvements made to the premises by **LESSEE** that upon termination of the lease will remain the property of **LESSOR** until such credits or deductions equal the cost of the improvements incurred by **LESSEE**.

Notwithstanding any possible provision to the contrary contained herein, it is agreed by the parties hereto that the minimum annual rental payable hereunder for any lease year during the term hereof shall not be less than forty nine thousand seven hundred forty nine (\$49,749.00) dollars less any credits or deductions permitted herein.

5. NOTICES

For purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, addressed to the **LESSEE** or to the **LESSOR** at their respective principal addresses as set forth herein.

or registered mail, return receipt requested, addressed to the **LESSEE** or to the **LESSOR** at their respective principal addresses as set forth herein.

6. ORDINANCES AND REGULATIONS

The **LESSEE** hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Officers or Boards of the City, County, or State having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at **LESSEE'S** sole cost and expense but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the **LESSEE** shall use the leased premises. The obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes, or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by **LESSOR**, and **LESSOR** covenants and agrees promptly and duly to comply with all such rules, regulations, and ordinances with which **LESSEE** has not herein expressly agreed to comply.

7. SIGNS

The **LESSEE** shall not place any signs or other advertising matter or material on the exterior or on the interior, where possible to be seen from the exterior, of the leased premises or of the building in which the leased premises are located, without the prior written consent of the **LESSOR**. Any lettering or signs placed on the exterior or in the interior of said building shall be of the type, kind, character, and description to be approved by **LESSOR**.

8. SERVICES

LESSOR covenants and agrees to furnish the leased premises with electricity suitable for the intended use as general governmental office space and heating and air conditioning for the comfortable use and occupancy of the leased premises. **LESSOR** covenants and agrees to supply and maintain the exterior of building and grounds, interior common areas, and provide cold water and sewage disposal in the building which the leased premises are located, at the **LESSOR'S** expense, unless otherwise agreed to in this lease. **LESSOR** shall provide a reasonable amount of free parking for **LESSEE'S** clients and not less than one space for each of **LESSEE'S** employees occupying the building. **LESSEE** agrees that it, its officers, and employees will park their automobiles only in such areas as **LESSOR** from time to time designates for employee parking areas, which areas are within the property.

9. ALTERATIONS

LESSEE, by occupancy hereunder, accepts the leased premises as being in good repair and condition. **LESSEE** shall maintain leased premises and every part thereof in good repair and condition. Damage thereto by fire, windstorm, acts of God, or the elements excepted. **LESSEE** shall not make, or suffer to be made; any alterations, additions, or

improvements to, or of, the leased premises or any part hereof without prior written consent of **LESSOR**, which consent the **LESSOR** covenants and agrees shall not be unreasonably withheld. In the event **LESSOR** consents to the proposed alterations, additions, or improvements the same shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the building by the other tenants thereof.

10. QUIET ENJOYMENT

The **LESSOR** covenants and agrees that **LESSEE**, on paying said monthly rent and performing the covenants herein, shall and may peaceably and quietly hold and enjoy the said leased premises and common area; including, but not limited to, parking areas, sidewalks, entrances, exits, lobbies, restrooms, and lounges for the term aforesaid.

11. LESSOR'S RIGHT TO INSPECT AND DISPLAY

The **LESSOR** shall have the right, at reasonable times during the term of this lease, to enter the leased premises for the purpose of examining or inspecting same, and of making such repairs or alterations therein as the **LESSOR** shall deem necessary. The **LESSOR** shall also have the right to enter the leased premises at all reasonable hours for the purpose of displaying said premises to prospective tenants within ninety (90) days prior to the termination of this lease.

12. DESTRUCTION OF PREMISES

A. If the leased premises are totally destroyed by fire or other casualties, both the **LESSOR** and **LESSEE** shall have the option of terminating this lease, or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if the lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

B. If such leased premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this lease within the provisions of paragraph A above or paragraph C below, then the **LESSOR** agrees, at **LESSOR'S** sole cost and expense to restore the leased premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and be completed without delay on the part of the **LESSOR**, and in any event, shall be accomplished within ninety (90) days from the date of the fire or other casualty. In such case, all rents paid in advance shall be proportioned as of the date of damage or destruction, and all rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration or repair, except that in the event the destruction or damage is so extensive as to make it unfeasible for the **LESSEE** to conduct **LESSEE'S** business on the leased premises, the rent shall be completely abated until the leased premises are restored by the **LESSOR** or until the **LESSEE** resumes use and occupancy of

the leased premises, whichever shall first occur. The **LESSOR** shall not be liable for any inconvenience or interruption of business of the **LESSEE** occasioned by fire or other casualty.

C. If the **LESSOR** undertakes to restore, rebuild, or repair the premises and such restoration, rebuilding, or repair is not accomplished within ninety (90) days, and such failure does not result from causes beyond the control of **LESSOR**, the **LESSEE** shall have the right to terminate this lease by written notice to the **LESSOR** within thirty (30) days after expiration of said ninety (90) day period.

D. **LESSOR** shall not be liable to carry fire, casualty, or extended damage insurance on the person or property of the **LESSEE**, or any person or property which may now or hereafter be placed in the leased premises.

13. ASSIGNMENT AND SUBLEASE

The **LESSEE** covenants and agrees not to encumber or assign this lease or sublet all or any part of the leased premises without the written consent of the **LESSOR**.

14. HOLDOVER

It is further covenanted and agreed that if the **LESSEE**, any assignee or sublessee shall continue to occupy the leased premises after the termination of the lease, without prior written consent of the **LESSOR**, such tenancy shall be Tenancy at Sufferance. Acceptance by the **LESSOR** of rent after such termination shall not constitute a renewal of this lease or a consent to such occupancy, nor shall it waive **LESSOR'S** right of reentry or any other right contained herein. Lease will automatically increase to one hundred fifty (150%) percent of the previously established rate herein.

15. NO LIABILITY FOR LESSOR

The **LESSOR** shall not be liable for any damage or injury to any person or property whether it be the person or property of the **LESSEE**, the **LESSEE'S** employees, agents, guests, invitees, public or otherwise, by reason of **LESSEE'S** occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason.

16. SUCCESSORS AND ASSIGNS

This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives or the parties hereto.

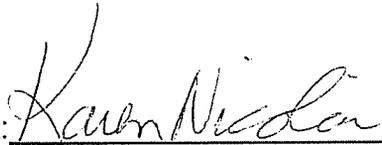
17. UTILITIES

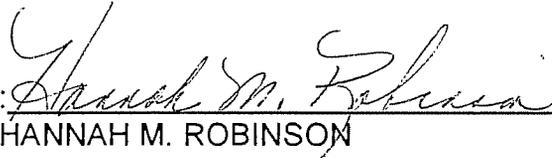
If the **LESSEE** shall require electrical current, or install electrical equipment, including, but not limited to, electrical heating, refrigeration, or other machines and equipment other than

those typically used in governmental offices, which uses in excess of 120 volts AC, or consumes in excess of 20 amperes, **LESSEE** will obtain prior written approval from the **LESSOR** and pay periodically for the additional direct expense involved, including any installation and maintenance cost thereof.

IN WITNESS WHEREOF, LESSEE and LESSOR have caused this instrument to be executed as of the date first above written, by their respective officers and parties thereunto duly authorized.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: 
KAREN NICOLAI
Clerk

By: 
HANNAH M. ROBINSON
Chairwoman

CITY OF BROOKSVILLE

Attest: 
KAREN PHILLIPS, CMC
City Clerk

By: 
PAT BRAYTON
Mayor

Approved by:


ROBERT BRUCE SNOW
County Attorney


ROBERT B. BATTISTA
City Attorney



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

**VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER**

**FROM: JENNIFER C. REY, ESQ.
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY**

SUBJECT: NATURAL GAS FRANCHISE – ORDINANCE NO. 776

DATE: JUNE 26, 2009

GENERAL SUMMARY: The attached Ordinance No. 776 is being proposed to amend and renew Ordinance No. 596 which grants a non-exclusive franchise for the distribution of Natural Gas to Peoples Gas System. Ordinance No. 596 was originally adopted on July 12, 1999 and was accepted by Peoples Gas on August 4, 1999. The Franchise granted by Ordinance No. 596 is set to expire on or about August 4, 2009.

Pursuant to paragraph 4(c) of Ordinance No. 596, upon completion of the ten year Franchise Term, the City retained the option to renew the Franchise upon request of Peoples Gas System. Under the terms of the Ordinance, renewal or amendment may be requested by either party at least one hundred eighty (180) calendar days prior to the renewal period. Peoples Gas System's request to renew and amend Ordinance No. 596 was received less than 180 calendar days prior to the renewal period; therefore, the City is not obligated to accept either their request for renewal or amendment. However, to the extent that the Council desires to renew or amend Ordinance No. 596, the Council may accept Peoples Gas System's request for renewal and amendment.

The requested amendments are sought to extend the Franchise to the sale, transportation or distribution of Natural Gas through the Gas Facilities, as defined in the ordinance.

BUDGET IMPACT: The proposed amended terms and renewal of Ordinance No. 596 do not affect the Franchise Fee rate; and therefore, will not have a budget impact.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. 776 granting a renewal of a non-exclusive Franchise for the sale, transportation and distribution of Natural Gas.

ATTACHMENTS: Ordinance No. 596
Proposed Ordinance No. 776

City of Brooksville

and

Peoples Gas System

Natural Gas Franchise

NATURAL GAS FRANCHISE

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ORDINANCE NO. 776

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, RENEWING ORDINANCE NO. 596 FOR A TEN YEAR TERM; RENEWING A GRANT OF A NONEXCLUSIVE FRANCHISE TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, TO OPERATE AND MAINTAIN NATURAL GAS SERVICE IN THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE CITY OF BROOKSVILLE REGULATIONS AND USE OF THE GAS SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND THE MONETARY CONSIDERATION TO BE PAID THEREFORE BY THE COMPANY TO THE CITY AND THE METHOD OF PAYMENT, PROVIDING AN OPTION TO RENEW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Brooksville, Florida, a municipal corporation, the Grantor, deems it necessary, desirable and in the interest of the health, safety and welfare of its citizens to establish by Ordinance a Franchise for the distribution of Natural Gas within the Corporate Limits of the City; and,

WHEREAS, the City Council of the City of Brooksville adopted Ordinance No. 596 on July 12, 1999 granting a Franchise for the distribution of Natural Gas to Peoples Gas System, a division of Tampa Electric Company; and,

WHEREAS, on or about August 4, 1999, Peoples Gas System accepted the Franchise granted by Ordinance No. 596; and,

WHEREAS, pursuant to paragraph (c) of Section 4 of Ordinance No. 596, the Grantor retained the option to renew the Franchise upon request of the Grantee; and,

WHEREAS, Ordinance No. 596 will expire on or about August 4, 2009 unless renewed by the City of Brooksville; and,

WHEREAS, Peoples Gas System, the Grantee, has requested renewal of the Franchise established under Ordinance No. 596 to undertake the installation and operation of Gas Facilities to provide such Gas services under a Franchise from the Grantor for one ten (10) year term; and,

WHEREAS, Section 2, Section 3 and Section 4 of Ordinance No. 596 are being amended to address the sale, transportation and distribution of Gas to Customers within the Franchise area; and,

WHEREAS, the City of Brooksville deems it necessary and desirable to continue by Ordinance a Franchise for the distribution and transportation of Natural Gas within the Corporate Limits of the City granted to Peoples Gas System.

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

Section 1: Short Title. This ordinance shall be known and may be cited as the "Gas Franchise"

Section 2: Definitions. For purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (A) **"Consumer or Customer"** shall mean any Person provided with Natural Gas by Grantee within the Franchised area.
- (B) **"Fiscal Year"** shall mean the Grantor's Fiscal Year; October 1 through September 30.
- (C) **"Franchise"** shall mean the rights to use Streets in the Franchise Area for the purpose of installing and maintaining Gas Facilities required to distribute Natural Gas to Customer.
- (D) **"Franchise Area"** shall mean the Corporate Limits of the City of Brooksville as it now exists or as may be amended.
- (E) **"Franchise Fees"** shall mean Grantee's annual payment to Grantor based on Franchise Revenue, for the use of Streets within the Franchise Area.
- (F) **"Franchise Revenue"** shall mean a sum equal to total revenues which Grantee derives from the sale, transportation or distribution of Gas within the Franchise Area, exclusive of tax imposed by and collected for a governmental unit, Customer deposits, and payments from those Customers whom the Grantor has waived by Resolution the obligation of Grantee to include as Franchise Revenue.
- (G) **"Franchise Term"** shall mean the period during which Grantee may utilize Streets within the Franchise Area to provide Gas to Customers.
- (H) **"Gas Facilities or Gas Distribution Facilities"** shall mean pipe, pipe line, tube, main, service, trap, vent, manhole, meter, gauge, regulator, valve, regulator station, conduit, attachment, apparatuses, fixtures and related devices and equipment necessary or appropriate for the maintenance and operation of a Gas Distribution system, located under Streets and other public places in the Franchise Area, as provided for by Section 11 (A).
- (I) **"Gas Production and Gas Storage Facilities"** shall mean the plant and

equipment required to produce or store Gas other than incidentally in the Gas Distribution System within the Franchise area.

- (J) **"Gas Service" or "Gas System"** shall mean the Gas Facilities and related equipment necessary to sell, transport, or distribute Gas to Customers in the Franchise Area.
- (K) **"Grantor"** shall mean the City of Brooksville, Hernando County, Florida.
- (L) **"Grantee"** shall mean Peoples Gas System.
- (M) **"Natural Gas or Gas"** shall mean natural gas and/or commingled natural gas and manufactured gas, which is sold, transported or distributed to Customers in pipes. It shall not mean Liquid Petroleum (L. P.) bottle gas or any other fuel distributed via trucks or tanks.
- (N) **"Person"** shall mean any person, firm, partnership, association, corporation, company or organization of any kind.
- (O) **"Streets"** shall mean the public streets, lanes, alleys, courts, bridges (excluding the area above the deck level of said bridges), easements and other public rights-of-way or public places within the Franchise Area as it now exists, and all extensions and additions thereto, or as they may be established, or abandoned, at any time during the term of this Franchise.

Section 3: Grant of Authority. Grantor hereby grants to Grantee, the right and privilege to own, construct, operate, and maintain Gas Facilities under Streets necessary for the sale, transportation and distribution of Gas to Customers within the Franchise Area. The Franchise does not provide for or authorize Gas Production and Storage Facilities in the Franchise Area. This Franchise and the rights herein granted are subject to the provisions of the existing general and special laws of the State of Florida and those hereinafter enacted.

- (A) **Non-exclusive Grant.** The right to use and occupy Streets and other public places in the Franchise Area for Gas Facilities shall not be exclusive, and the Grantor reserves the right to grant a Franchise or otherwise permit Gas Distribution Facilities under Streets and other public places to any Person at any time.
- (B) **Annexation or De-annexation.** Grantee understands and agrees that the Franchise Area is subject to expansion by annexation and/or contraction by de-annexation of the corporate limits. The Grantor shall notify the Grantee of any expansion or contraction of the Franchise Area within ninety (90) days after the effective date of any such change.

Section 4: Term of Franchise. The Franchise and rights herein granted shall take effect and be in force from and after the final passage of this Ordinance, subject to acceptance by Grantee of all the terms thereof, as provided for herein, and shall continue in

full force and effect for a term of ten (10) years from the date of adoption of this Ordinance.

- (A) **Acceptance by Grantee.** The Grantee shall within thirty (30) days after the passage of this Ordinance, notify the Grantor of acceptance of the Franchise in a form approved by Grantor and executed by proper officers of Grantee. If acceptance of this Franchise is not filed with Grantor within (30) thirty days after adoption of this Ordinance, the provisions of this Franchise shall be null and void.
- (B) **Cancellation.** Grantor reserves the right to addend or rescind this Franchise Ordinance and cancel any and all rights granted therein if Grantee has not provided continuous Gas Service to at least one Customer within the Franchise Area for a minimum of thirty (30) calendar days within eighteen (18) months from the date of adoption of this Franchise Ordinance, or for violation of the terms and conditions set forth herein.
- (C) **Renewal.** Upon completion of the ten (10) year Franchise Term, the Grantor retains the option to renew the Franchise upon request of the Grantee, for ~~two (2)~~ one (1) additional ten (10) year periods. Either party may, by giving written notice to the other party at least one hundred eighty (180) calendar days prior to the ~~first renewal period or second renewal period~~ if applicable, request renewal and/or amendments to this Franchise. If new terms cannot thereafter be agreed upon, the Franchise will terminate on the expiration date.

Section 5: Franchise Fee and Payment to Grantor. The Grantee shall pay to the Grantor for the privilege of using Streets in the Franchise Area subject to the terms and conditions herein provided, six (6%) per cent of the annual Franchise Revenue, as herein defined. Nothing herein shall be construed to be a limitation on the assessment and collection of valid taxes and licenses.

- (A) **Payment Schedule.** Payment of the Franchise Fee shall be made to the Grantor for each of the years this Franchise is in effect, and shall be based on the Franchise Revenue for the preceding Fiscal Year, including the part of the Fiscal Year at the beginning and end of the Franchise Term. Payments shall be made within ninety (90) calendar days after the end of each Fiscal Year. Any portion of the annual Franchise Fee not paid within thirty (30) calendar days after the payment due date shall be charged interest from the beginning of the Fiscal Year, at an interest rate of one and one-half percent (1.5%) per month until paid. If all amounts due are not paid within one hundred eighty (180) calendar days of the due date, this Franchise will be forfeited as provided for by Section 7 of the Ordinance.
- (B) **Franchise Fee Computations.** The Grantee will file with the Grantor contemporaneously with each Franchise Fee payment a statement of Grantee's Franchise Revenues for the preceding year, signed by an authorized official of the Grantee, in such reasonable form and detail as the Grantor may

from time to time prescribe and sufficient to show the source and method of computation of Franchise Revenues and calculation of the Franchise Fee. All accounts and records of the Grantee necessary to determine the correctness of any statement of Franchise Revenue, or the Franchise Fee, may be inspected during normal business hours by the Grantor, or Grantor's duly authorized representatives, and the Grantee will within thirty (30) calendar days after receiving a request in writing, make available to the Grantor or said representative such information related to the computation of Franchise Revenues and calculation of the Franchise Fee.

- (C) **Acceptance of payments.** The acceptance of any statement or payment from Grantee shall not stop the Grantor from asserting that the amount paid is not the amount due or from recovering any deficit by any lawful proceeding.
- (D) **Grantor's Agreement.** The Grantor covenants and agrees that it will not, during the term of this Franchise, engage in the business of distributing or selling Gas in competition with Grantee.

Section 6: Assignment. No sale, assignment, or transfer of the rights granted by this Franchise shall be effective unless the Grantee shall have filed written notice thereof with the City Clerk at least sixty (60) days prior to the scheduled date of such sale, assignment or transfer, and unless subsequent to the filing of such notice, the Grantor shall have by ordinance approved and consent, such approval and consent not to be unreasonably withheld, to such sale, assignment, or transfer, provided, however, this requirement will not apply to any sale, assignment or transfer decreed by a court or competent jurisdiction in any receivership or bankruptcy proceedings of Grantee, or assignment in connection with a merger or consolidation of Grantee with any other corporation.

Section 7: Forfeiture. Except in a Force Majeure situation as defined in Section 7(B) below, material violation by the Grantee of any of the covenants, terms, and conditions of this Franchise, or default by the Grantee in observing or implementing any of the covenants, terms, and conditions, including payment of the Franchise Fee, shall authorize and empower the Grantor to declare a forfeiture of and to revoke and cancel the Franchise and all rights granted hereunder will cease, provided, however, that before such action shall become operative and effective, the Grantee shall have been served a written notice of potential default by Grantor with respect thereto. If Grantee fails to correct or desist from any such material violation, or comply with any provision of the Franchise within thirty (30) days of such notice by Grantor, Grantee shall be deemed to have forfeited all grants, privileges, rights, licenses and immunities given by this Franchise.

However, a good faith dispute by the Grantee relating to an interpretation of this Franchise agreement shall not constitute grounds for declaration of forfeiture by the Grantor.

- (A) **Property of Grantee.** A forfeiture of this Franchise shall not extend to any taking of the property of Grantee, and shall be limited to revoking the

privilege to use Streets for Gas Services. However, if the Grantee decides that it will no longer offer Natural Gas Service within the corporate limits of the Grantor, as indicated through public notice, an order of the Florida Public Service Commission and the cessation of gas flow through all Gas Facilities located within the corporate limits, then any Gas Facilities located under Streets after expiration of one hundred eighty (180) calendar days from the Grantee's decision to no longer offer Natural Gas Service, or such longer period Grantor may approve in writing, will be considered abandoned by Grantee, and will become the property of the Grantor.

- (B) **Force Majeure.** The respective duties and obligations of Grantor and Grantee hereunder shall be suspended while and only so long as performance thereof is prevented or impeded, due to lightning, fire, explosion, earthquake, flood, storm, ice, epidemic, landslide, hurricane, tornado, war (declared or undeclared), insurrection, riot, civil disturbance, acts of the public enemy, sabotage, or other acts of God, and the actions of any court, regulatory agency or other governmental authority.

In addition, the duties and responsibilities of the Grantee shall be suspended, subject to one hundred and eighty (180) calendar day maximum during the Franchise Term, for any other cause beyond the Grantee's direct control of including but not limited to unscheduled repairs of equipment, failure of contractors or suppliers of material, labor strikes or labor disputes by employees.

- (C) **Judicial Review.** If a forfeiture is protested in a court of competent jurisdiction (with right of appeal by either party), no such forfeiture shall take effect until the court has found that Grantee has failed to comply in a material respect with any of the provisions of this Franchise, or the willful misconduct or negligent act or omission of Grantee, except for delays in compliance for causes set forth in Section 7 (B). Timely contesting in good faith of forfeiture shall not constitute or be construed as willful misconduct or negligent act or omission.

- (D) **Removal of Gas Distribution Facilities.** If after a forfeiture is declared, or the expiration of the Franchise Term, Grantee may, if it has decided not to continue providing Natural Gas Service within the corporate limits of Grantor, as indicated through public notice, an order of the Florida Public Service Commission and the cessation of gas flow through all Gas Facilities located within the corporate limits, and after payment of any amounts due Grantor, remove at its sole expense any Gas Facilities from Streets in the Franchise Area following one hundred and eighty (180) calendar days from the Grantee's decision to no longer offer Natural Gas Service and Grantee shall restore the Streets to as good of condition as prior to the removal.

Section 8: Termination of Grant by Insolvency or Bankruptcy of Grantee. In the event of final adjudication of insolvency or bankruptcy of the Grantee, the

Grantor shall have full power and authority to declare forfeiture and to terminate, revoke and cancel any and all rights granted under the provisions of this Ordinance upon ten (10) days written notice to Grantee.

Section 9: Nature of Relationship. Nothing herein is intended or shall be construed as to create a relationship of partners, contractors, co-venturers, employment, or other relationship between the Grantor and the Grantee, except as set forth in this ordinance.

Section 10: Grantor's Rights. The right is hereby reserved to the Grantor to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of Grantor's police power, provided that such regulation, by ordinance or otherwise, shall not be in conflict with, or represent an attempt to supplement or replace, the laws of the State of Florida, or the Federal Government, or the regulations of any governmental agency with the lawful authority to regulate the activities of Grantee. The rights and privileges granted by this Franchise to Grantee to use streets shall at all times be subordinated and inferior to the rights of Grantor, and nothing in this Ordinance shall be construed as a surrender by Grantor of its rights and power to regulate the use of Street in the Franchise Area.

- (A) **Construction.** Grantor reserves the right to install, construct, and maintain, or to authorize other Persons to install, construct, or maintain water and waste water lines, storm drains, electric and communication conduits, lines, cables, and other pipelines, and to do, or permit to be done, any underground work that may be deemed necessary or proper by the Grantor or other governmental entity having jurisdiction, across, along, or under any Street or other public place. In performing or permitting such work to be done, the Grantor shall not be liable to the Grantee herein for any damage to, or required relocation of, Grantees' Gas Facilities.
- (B) **Inspection.** The Grantor shall have the right to make or cause to be made, inspections of all construction and installation of Gas Facilities necessary to insure compliance with this Franchise, and applicable Ordinances.

Section 11: Installation and Maintenance of Gas Facilities. Grantee shall obtain all necessary permits and pay all required fees prior to commencing construction, excavation, or installation of Gas Facilities under Streets or other public places. The fees for such permits shall not exceed those charged to other Persons for construction, excavation, or similar installation under Streets. Grantors cost for locating underground water, sewer, drainage, communication, power, and other pipes, conduit, and equipment, and controlling access to protect the safety of the public, or providing other assistance or services to facilitate access for the safe installation or repair of Grantees Gas Facilities, shall be reimbursed by Grantee.

- (A) **Installation Standards.** The Grantee shall ensure all construction and installation of Gas Facilities are in full compliance with the provision of the United States Department of Transportation and other regulations adopted

by the Florida Public Service Commission or its successors, for new construction, installation, metering, maintenance, operation and repair of Gas Facilities, and all requirements of other governmental agencies having jurisdiction. The Grantee shall file with Grantor, plans and specifications for the location or relocation of all Gas Facilities prior to installation or construction under Streets for approval by Grantor. Grantee shall coordinate all construction, installation or repairs of Gas Facilities with Grantor and all governmental entities having jurisdiction, and notify other Persons which are authorized by Grantor to use Street in order to minimize any adverse effects, disruption or disturbance. All Gas Distribution Facilities shall be located underground unless approved in advance by the City. Some facilities including meter sets, regulator stations, gate stations, marking posts, test points, etc. may be located above the ground.

- (B) **Conditions of Street Use/Occupancy.** All Gas Facilities and related equipment installed or constructed under Streets within the Franchise Area shall be so located to avoid conflicts and to cause minimum interference with the use of Streets and other public places, and to cause minimum conflict or interference with the rights of reasonable convenience and access by adjoining property owners and the general public to any Streets or other public places. Grantee shall not place Gas Facilities where the same will interfere with, or with access to, any water main, water hydrant, storm drain, sewage line, cables, conduits or other structures constructed or permitted by the Grantor.
- (C) **Construction Damage.** Grantee shall not intentionally interfere with, change, relocate, or injure any water, sewers, draining, electric or communication systems or other facilities owned by Grantor or other persons permitted to use Streets, unless Grantee has received specific authorization from the Grantor. In the event any damage or disturbance of any Street, sidewalk, drainage facility, landscaping, driveway, pavement or other surface, or damages to Grantor's water, waste water, storm sewer or other structures and facilities or the structures and facilities of other persons authorized to use Streets by Grantor, is caused by the Grantee's installations, operations, maintenance and activities, Grantee shall, at its own expense and in a manner approved by Grantor, replace, repair and restore all such structures and facilities, paving, sidewalk, driveway, drainage facility, or surface of any Street disturbed, in as good or better condition as before said work was commenced, and shall maintain such restorations for a period of one (1) calendar year. Should Grantee fail to commence any such restoration after seven (7) calendar days written notice from Grantor, or complete such restoration within thirty (30) calendar days, or fail to maintain such restoration during the one (1) year period, Grantee authorizes Grantor to make such repair and/or restoration, and the cost shall be paid by the Grantee to Grantor within thirty (30) calendar days of notice of any such expense.
- (D) **Relocation of Gas Facility.** If by reason of establishing or changes in the

grade, widening, grading, paving, or otherwise improving present or future Streets or public places, or in the location or manner of construction of any water, wastewater sewer, storm water, electric and communication systems, pipes, conduits, or other structures owned by Grantor, or the abandonment or vacation of any Street, it shall be deemed necessary by the Grantor or other governmental entity having jurisdiction that Grantee alter, change, adapt, relocate, reconstruct, alter, discontinue or conform Gas Facilities, Grantee, at no expense to the Grantor, will comply with within thirty (30) calendar days after receipt of written notice of such requirement, or within such other longer time period acceptable to Grantor.

- (E) **Construction by Other Than Grantor.** If the Grantor shall require Grantee to adapt or conform, or in any way to alter, relocate, or change installed Gas Facilities to enable any other Person except the Grantor or any other governmental entity of the State, to use Streets, the Grantee shall be reimbursed, in a manner acceptable to the Grantee, by the Person desiring or occasioning such change, for the actual cost or expense caused by or arising out of such change, alterations, or relocation of Gas Facilities. Grantor will have no obligations relating to the collection of third Party's obligations.

Section 12: Grantor Indemnification. Grantee shall, at its expense, defend, indemnify, and hold harmless the Grantor, its officers, agents, and employees against any and all claims, suits, damages, liabilities, expenditures, judgments, attorney fees or causes of action of any kind to the extent incurred, assessed, or arising from Grantee's construction, operation, maintenance or activities of Gas Facilities or providing Gas Services, use of Streets, negligent exercise of this Franchise, or resulting or occurring from the acts, omissions, misconduct, or errors of the Grantee, its officers, agents, or employee. In the event Grantor incurs any damage or expense as the result of the foregoing action, activity or inactivity, nonfeasance, misfeasance, malfeasance, including operation of Gas Service or installing, operating, maintaining or relocating of Gas Facilities, Grantee will reimburse Grantor within thirty (30) calendar days written notice. The Grantee's indemnification obligations under this provision shall be limited to the proportional share of the total amount of damages, losses and expenses which is equal to its relative degree of fault.

Section 13: Waiver of Rights. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under the Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy or privilege with respect to any other occurrence.

Section 14: Records, Reports and Customer Billing. Prior to commencing service to any Customers, Grantee will provide Grantor with a copy of the Natural Gas Tariff on file with the FPSC applicable to the Customers located within the Franchise Area. The Grantee shall provide to the Grantor, a report showing Franchise Revenues during the preceding Fiscal Year from the Franchise Area, within ninety (90) calendar days of the end of each Fiscal Year. The Grantee shall provide to the Grantor upon request the Customer

class billing, revenues and other records on computer readable media and/or actual collections documents to the extent necessary to test reported Franchise Revenues and the calculation of the Franchise Fee. The Customer class billing and other records will not be to the level of detail which allows identification of specific Customers. Such records as are required herein shall be kept and maintained in accordance with generally accepted accounting principles. All of the said records shall, on written request of the Grantor, be open for examination and audit by Grantor or designated representative during ordinary business hours within fifteen (15) calendar days following receipt by Grantee of a written request. Such records shall be retained by the Grantee for a minimum of three (3) Franchise Years, or such longer periods as may be required by other governmental agencies having jurisdiction.

Section 15: Grantee Rules and Regulations. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Gas Service to its Customers, provided that such rules, regulations, terms and conditions shall be consistent with and implemented pursuant to the terms and conditions of this Franchise, the Rules of the Public Service Commission of the State of Florida, or other agencies lawfully empowered to regulate the activities of the Grantee. Copies of such rules, regulations, terms, rates and conditions of service adopted by Grantee for the conduct of business with Customers within the Franchise Area shall be provided to Grantor within thirty (30) calendar days upon written request by the Grantor.

Section 16: Emergency Procedures. In the event of an accidental release of Gas which may be a real or potential danger to the health, safety, or welfare, of inhabitants or property within the Franchise Area, Grantee shall take immediate action to contain, control or abate such danger or potentially dangerous condition. Grantee will immediately replace, or repair as appropriate, any damaged or defective Gas Facility. Grantee shall, in conjunction with the Grantee's representatives, prepare an emergency plan for their mutual response to the release of Gas into the atmosphere due to damage or failure of Gas Facility, and shall assist with the training of Grantor employees in such emergency procedures. Grantee will provide 24 hour emergency service with a response time of less than sixty (60) minutes to discontinue Gas Service in an emergency at any location within the Franchise Area when directed by Grantors Public Safety Department.

Section 17: Customer Requests and Complaints. Grantee shall comply with all applicable Florida statutes and the rules and regulations of the Florida Public Service Commission or other governmental agency having jurisdiction in responding to requests for service or assistance and processing complaints relating to the actions and operations of services provided by Grantee. In the event such regulations or procedures are no longer required by other governmental jurisdictions in the future, Grantee will establish equivalent procedures acceptable to Grantor.

Section 18: Rates For Gas Service. The Florida Public Service Commission, or other governmental entity having jurisdiction, shall determine the rates that may be charged for Gas service unless otherwise permitted by law.

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Section 19: Insurance. At all times during the term of the Franchise, Grantee shall maintain general comprehensive public liability and property damage insurance with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, which will include indemnification, defending, and saving the Grantor, its officers, agents, and employees harmless from any and all claims. The insurance requirements of the Grantee hereunder shall not be affected by any insurance which the Grantor may carry in its own name.

- (A) **Certificate of Insurance.** The insurance policy or policies obtained by the Grantee in compliance with this section shall be issued by a company or companies authorized to issue such policies in the State of Florida. Said policies shall name the Grantor as an additional insured and shall contain a provision that a written notice of cancellation or any reduction in coverage of said policy shall be delivered to the Grantor thirty (30) calendar days in advance of the effective date thereof. Within thirty (30) calendar days of the effective date of this Franchise Agreement, the Grantee shall file with the Grantor evidence of required insurance. It is understood and agreed that Grantee will not install any Gas Facility or provide any Gas service to any Customer in the Franchise Area unless such insurance is in force, and that failure to maintain such insurance will be considered a material breach of this Franchise by virtue of which the Grantor may: (a) terminate this franchise upon thirty (30) calendar days written notice to the Grantee, or the effective date of termination of insurance coverage, if sooner, or (b) obtain such coverage on behalf of Grantee, the cost of which will be paid to Grantor within thirty (30) calendar days of notice to Grantee.
- (B) **Cash Deposit.** The Grantee retains the option, in lieu of the insurance requirement set forth herein, to place a letter of credit, surety bond, or cash deposit of not less than five million dollars (\$5,000,000) with Grantor, which Grantor may utilize to settle any claims arising from Grantee operations or the action or inactions of its officers, employees, or agents. Any interest occurring on any such deposit shall be paid to Grantee. The amount of any such funds dispersed by Grantor to settle claims, will be replaced by Grantee within thirty (30) days notice from Grantor.
- (C) **Self Insurance** - The Grantee retains the options in lieu of the insurance requirement set forth herein, to utilize a program of self insurance with an independent third party acceptable to Grantor, who will annually certify the sufficiency and availability of the self insurance program, or a Certificate of Insurance issued by an independent third-party acceptable to Grantor evidencing self-insurance.

Section 20: Venue. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with, the laws of the State of Florida. Hernando County shall be the venue for any litigation concerning the interpretation or performance of the Franchise.

Section 21: Severability. This agreement is divided into numbered Sections, subsections, and paragraph headings. The order in which they are placed is intended only for convenient reference to the provisions of the Franchise and both the Sections and the sub-sections are referred to as "Sections. In construing this Agreement, the word Section should be given the meaning which it suggests and doubts should be resolved in favor of the broader designation. The provisions of the Franchise and each Section or subsections hereof are independent of and separable from each other. If any section, part of section, subsection, paragraph, sentence, clause, phrase or word is held by any court to be void, invalid, unenforceable or unconstitutional in whole or in part, it shall not affect the validity of the remaining portion of this Ordinance, which shall remain in full force and effect; provided, however, that if Grantor or Grantee finds that an invalidated provision is essential to the Franchise, Grantor or Grantee may declare the Franchise to be terminated.

Section 22. Amendment. Except as amended herein in this Ordinance, all other provisions of Ordinance No. 596 remain in full force in effect.

CITY OF BROOKSVILLE

By: _____
Joe Bernardini, Mayor

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

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:
Bernardini _____
Bradburn _____
Johnston _____
Lewis _____
Pugh _____

Thomas S. Hogan, Jr., City Attorney

T. Jennene Norman-Vacha

From: Sullivan Jr, Leroy [lsullivan@tecoenergy.com]
Sent: Thursday, June 18, 2009 6:14 PM
To: T. Jennene Norman-Vacha
Subject: Peoples Gas System Franchise Ordinance Renewal Request
Attachments: ORDINANCE NO.doc

Importance: High

Jennene,

Per our previous conversation attached is TECO Peoples Gas' recommended language for the franchise renewal request. I hope that you will find this document sufficient in all respects to present to the City of Brooksville City Commission for their consideration and approval on first reading at their regularly scheduled meeting on July 6, 2009.

Your cooperation in this matter is very much appreciated, and please let me know if I can provide additional information or further assist you and your staff.

Thanks!

NOTICE: This email is intended only for the individual(s) to whom it is addressed and may contain confidential information. If you have received this email by mistake, please notify the sender immediately, delete this email from your system and do not copy or disclose it to anyone else. Although we take precautions to protect against viruses, we advise you to take your own precautions to protect against viruses as we accept no liability for any which remain

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BROOKSVILLE,
FLORIDA, GRANTING AN EXTENSION OF ORDINANCE NO. 596
TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA
ELECTRIC COMPANY, TO OPERATE AND MAINTAIN
NATURAL GAS SERVICE IN THE CITY OF BROOKSVILLE,
HERNANDO COUNTY, FLORIDA; SETTING FORT CONDITIONS
ACCOMPANYING THE GRANT OF THE EXTENSION OF THE
ORDINANCE; PROVIDING FOR AMENDMENTS OF THE
FRANCHISE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Ordinance No. 596 will expire on or about August 4, 2009, and the city of Brooksville, Florida, a municipal corporation, the Grantor, deems it necessary, desirable and in the interest of the health, safety and welfare of its citizens to continue by Ordinance a Franchise for the distribution and transportation of Natural Gas within the Corporate Limits of the City; and,

WHEREAS Peoples Gas System, the Grantee, has requested an extension to continue to undertake the installation and operation of Gas Facilities to provide such Gas services under a Franchise from the Grantor.

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

1. As prescribed in Section 4(C) of Ordinance No. 596, Grantee has requested, and is granted a ten (10) year renewal; and
2. Section 2(F) of Ordinance No. 596 is deleted in its entirety and replaced with the following:

(F) **“Franchise Revenue”** shall mean a sum equal to total revenues which Grantee derives from the sale, transportation or distribution of Gas within the Franchise Area, exclusive of tax imposed by and collected for a governmental unit, Customer deposits, and payments from those Customers who the Grantor has waived by Resolution the obligation of Grantee to include as Franchise Revenue.

3. Section 2(J) of Ordinance No. 596 is deleted in its entirety and replaced with the following:

(J) **“Gas Service” or “Gas System”** shall mean the Gas Facilities and related equipment necessary to sell, transport or distribute Gas to Customers in the Franchise Area.

4. Section 2(M) of Ordinance No. 596 is deleted in its entirety and replaced with the following:

(M) **“Natural Gas” or “Gas”** shall mean natural gas and/or commingled natural gas and manufactured gas, which is sold, transported or distributed to Customers in pipes. It shall not mean Liquid Petroleum (L.P.) bottle gas or any other fuel distributed via trucks or tanks.

5. The first paragraph of Section 3 of Ordinance No. 596 (but not Subsections (A) and (B)) is hereby deleted and replaced with the following:

Section 3: Grant of Authority. Grantor hereby grants to Grantee, the right and privilege to own, construct, operate, and maintain Gas Facilities under Streets necessary for the sale, transportation and distribution of Gas to Customers within the Franchise Area. The Franchise does not provide for or authorize Gas Production and Storage Facilities in the Franchise Area. This Franchise and the rights herein granted are subject to the provisions of the existing general and special laws of the State of Florida and those hereinafter enacted.

6. This Ordinance is subject to acceptance by the Grantee in accordance with Section 4(A) of Ordinance No. 596.

7. Except as provided above, Ordinance No. 596 remains in full force and effect.

CITY OF BROOKSVILLE, FLORIDA

By _____

ATTEST:

PASSED on First Reading: _____ day of _____, 2009

PASSED on Second Reading: _____ day of _____, 2009

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

FINAL VOTE OF COUNCIL

MEMORANDUM

To:	Honorable Mayor & City Council Members
Via:	T. Jennene Norman-Vacha, City Manager <i>T. Jennene Norman-Vacha</i>
From:	Bill Geiger, Community Development Director <i>Bill Geiger</i>
Subject:	Report/Update on Relocating Building Division Services to City Hall; Agreement Amendment #1 to allow the City to provide lease space to PDCS and the Subsequent Lease Agreement
Date:	June 29, 2009

GENERAL INFORMATION

On December 1, 2008 the City Council adopted Resolution No. 2008-20, amending the fee schedule for permitting and general development services. At that time and in conjunction with the approval, the Council directed that a written review be provided to them in six months to accommodate the transfer of the Building Division to City Hall in an effort to cut costs.

As Council is aware, the city manager has initiated and is well into the process of reallocating office space in city hall to provide space for the Building Division. Community Development Department services have been relocated to and will operate from the second floor of City Hall. Two offices and common space areas are being allocated to the Building Division (PDCS) to operate from the second floor area as well.

A copy of the Monthly Building Division Activity Report from October 2008 to May 2009 is attached to this memorandum. As per the report, the following is a summary of the fees collected by the Building Division during the first eight months of fiscal year 2008-2009:

Building/Permitting Fees	\$ 94,226
Impact Fees	\$ 46,154
Radon/DPR Fees	\$ 252
Total	<u>\$140,632</u>

Of the \$94,226 collected in building and permitting fees, PDCS received \$75,381 (80%) and the City received \$18,845 (20%). The full amount of impact fees collected (\$46,154) are retained by the City in capital trust fund accounts and the Radon/DPR fees are paid to the State.

The average monthly building/permitting fee revenue for this fiscal year has been \$11,778, with PDCS receiving a monthly average \$9,423 for their services. PDCS has indicated that this is significantly less than what their monthly bills come to. Allowing PDCS to lease office space from the City at little or no cost will save their company approximately \$12,000 annually. The City may consider leasing the space to PDCS as part of the cost of providing the services. City staff are also exploring other avenues with PDCS that may provide mutual cost benefits and savings to both the City and PDCS in the future.

Attached to this memorandum is a draft amendment to the original agreement with PDCS that provides for the City to lease office space to the company through a separate lease agreement. Additionally attached is a proposed Lease Agreement that provides, among other things, for

PDCS to lease space from the City for \$1.00/month for the first term with the option to extend in writing for an additional one-year period under the same terms.

Budget Statement: The reallocation of space in City Hall to accommodate PDCS, LLC (the company providing building division and related services) is being done at the direction of City Council with the intent to allow for PDCS to realize a cost savings that will help to allow the City to keep its permitting and development fees from escalating as well as to continue to retain the services of this company. The space reallocations at city hall are being accomplished with in-house labor to keep costs low.

Legal Note: Pursuant to ARTICLE 16 of the Agreement between the City & PDCS dated August 7, 2006, the Agreement may be amended only by written instrument signed by both Parties. The proposed Amendment to the current agreement and the proposed Lease Agreement have been prepared by the City's legal staff.

Recommendation: Staff recommends that city council approve Amendment #1 to the original Agreement between PDCS and the City dated August 7, 2006, and the subsequent Lease Agreement, and authorize the Mayor to sign the documents.

Enclosure(s):

1. Amendment #1 to the City/PDCS Agreement dated August 7, 2006
2. Proposed Lease Agreement
3. Monthly Building Division Activity Report from October 2008 to May 2009.

**AMENDMENT NO. 1 to the
AGREEMENT FOR BUILDING DIVISION SERVICES**

THIS AMENDMENT (“Amendment No. 1” made this ____ day of _____, 2009, , amends that certain *AGREEMENT FOR BUILDING DIVISION SERVICES* originally dated August 7, 2006 and entered into between the City of Brooksville, Florida (hereinafter referred to as “CITY”), and Page Dixon Chandler Smith, LLC (also known as PDCS, LLC, hereinafter referred to as “CONTRACTOR”), a limited liability company authorized to do business in the State of Florida, whose principal office address is 5892 A S. Semoran Blvd., Orlando, Florida 32822 (“Service Agreement”).

WHEREAS, on the 7th day of August, 2006, the CITY and CONTRACTOR entered into the Service Agreement to provide the CITY with building division and related services; and,

WHEREAS, in consideration of current economic conditions and with the intent of keeping permitting and related fees at reasonable levels, the CITY and the CONTRACTOR agreed to explore alternative facilities for the physical location of the CONTRACTOR; and,

WHEREAS, the CITY and CONTRACTOR, pursuant to Article 16 of the Service Agreement have agreed to amend certain terms of the Service Agreement.

NOW THEREFORE, this Agreement shall amend and modify the Service Agreement as follows:

1. AMENDMENT OF FEES. Article 4 Paragraph 4.1 of the Service Agreement shall be deleted in its entirety and replaced with the following:

4.1 The CITY agrees to pay the Contractor for Basic Services, as set forth in Attachment “A”, eighty (80) percent of the permit fee revenues as set forth in City of Brooksville Resolution 2008-20, which may be amended by the CITY upon coordination and mutual agreement with the Contractor, for building permit processing and related services.

a.) The CONTRACTOR will absorb the cost of and be responsible for providing its own office space and materials required to operate the Building Division function. It is understood that the CONTRACTOR will be establishing said office space and personnel one month prior to the start-up date of October 1, 2006. At the sole option of the CITY, the City may elect to lease space at City Hall to CONTRACTOR. In the event the City elects to lease space to CONTRACTOR, the parties will enter into a Lease which shall be attached hereto and incorporated herein as if set forth in haec verba. CONTRACTOR will execute a lease agreement prior to occupying the space.

b.) Upon receipt of appropriate documentation from the CONTRACTOR, the CITY will compensate the CONTRACTOR for costs incurred by the CONTRACTOR to train office personnel for start-up services in an amount not-to-exceed \$3,000.00, which

will be reimbursed from the CITY to the CONTRACTOR through the CITY's share of permit fees revenues.

c.) The CONTRACTOR will not receive any percentage of impact fee revenues which are collected at the time of permitting.

d.) After October 1, 2006, other technical or inspection level services provided by the CONTRACTOR, including damage assessment, for which no permit fee is required or established, and performed at the direction of the CITY, will be invoiced to the CITY at an hourly rate not-to-exceed sixty-five (65) dollars per hour.

e.) Other administrative or clerical level services that are requested by the CITY that are outside of the Scope of Services provided for in Article 2 and Attachment "A" of this Agreement, will be invoiced to the CITY at an hourly rate not-to-exceed thirty five (35) dollars per hour.

2. PRESERVATION OF ORIGINAL AGREEMENT. Except as otherwise provided herein, all terms and conditions of the original *AGREEMENT FOR BUILDING DIVISION SERVICE* not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

ATTEST:
(Seal)

CITY OF BROOKSVILLE, a political
subdivision of the State of Florida

By: _____
JANICE PETERS,
As its City Clerk
Date signed: _____

By: _____
JOE BERNARDINI,
As its Mayor

Approved as to legal form.

Date signed: _____

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

Date signed: _____

WITNESS:

PAGE DIXON CHANDLER SMITH, a
Florida limited liability corporation

By: _____

Printed Name

By: _____
GEORGE W. DIXON,
As its Chief Executive Officer

Date signed: _____

Date signed: _____

LEASE AGREEMENT

THIS LEASE, made effective this ___ day of _____, 2009, by and between the **CITY OF BROOKSVILLE**, Florida (hereinafter collectively referred to as Landlord), and **PAGE DIXON CHANDLER SMITH, LLC**, a limited liability company authorized to do business in the State of Florida, (hereinafter referred to as Tenant).

ARTICLE I

LEASED PREMISES AND TERM

1.1 Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord portions of the Landlord's Property located at 201 Howell Avenue, Brooksville, Florida 34601 (the Property) including office space more specifically identified on the Attached Exhibit 1, and common areas ("Leased Premises") but reserving and excepting to the Landlord the use or rental of all other portions of the Property including the Building, common areas and grounds and a non-exclusive use of the common area all subject to the terms, covenants, conditions and provisions of this Lease.

1.2 Term. To have and to hold the Leased Premises unto Tenant for a term which shall commence on _____ ("Commencement Date"), and which shall end at midnight on _____ ("Expiration Date") unless sooner terminated as hereinafter provided. The term period commencing on the Commencement Date and running until the Expiration Date shall hereafter be referred to as the Lease Term ("Lease Term").

1.3 Option to Extend. Landlord grants to Tenant, subject to the conditions set forth below, the right and option to extend this Lease for one (1) additional term of one (1) year ("the Option Term") at the same rental as provided below, and otherwise subject to and on all of the terms and conditions herein contained. This Optional Term must be exercised by giving to Landlord, at least sixty (60) calendar days before the Expiration Date, a written notice of the exercise thereof by Tenant. For purposes of this Lease, any reference to the Lease Term shall be deemed to include the Optional Term, if exercised. In the event that the Tenant exercises the Optional Term, the Expiration Date shall be deemed to be the expiration date of the Term then in effect. The Landlord reserves the right to extend the same or propose different terms as may be agreed to between the Parties to this Agreement for any subsequent terms to the original term of this Agreement.

ARTICLE II

RENT

2.1 Rent and Payment. The monthly rent payable to the Landlord under the provisions of this Lease for the Leased Term is \$1.00/month. The rent shall be paid to Landlord at the Landlord's Office, or such other place as Landlord may designate in writing. Such rent is inclusive of taxes including real estate and sales taxes which may be applicable thereto.

2.2 Early Termination. Tenant may terminate this Lease early by providing Landlord thirty (30) calendar days advance notice. If this lease is terminated, rent shall abate as of the Expiration Date, as defined herein. For any portion of a calendar month included in the Lease Term, Tenant shall pay a full monthly installment.

2.3 Returned Checks. Any checks tendered as payment of Rent which are returned by the Landlord's bank for any reason whatsoever, except deficiencies in the Landlord's

endorsement of the check, shall result in a charge to the Tenant in the amount of Fifty Dollars (\$50.00) ("the Returned Check Charge"). Both the Late Charge and the Returned Check Charge are hereby deemed to be additional Rent, when applicable.

ARTICLE III

REPAIR OBLIGATIONS OF LANDLORD AND TENANT

3.1 Acceptance of Leased Premises. The parties agree that the Tenant is occupying the Leased Premises as of the date of this Lease and therefore is acquainted with its condition, and agrees to take the same AS IS. Landlord shall be under no obligation to do any work whatsoever to make the Leased Premises ready for Tenant's occupancy.

3.2 Landlord Rights and Obligations. Landlord covenants to keep, or cause to be kept, in good order, repair and condition, the Leased Premises, including but not limited to the structural soundness of the walls and roof thereof, except such repairs as are necessitated or caused by the acts, omissions or negligence of Tenant.

A. The Landlord shall make all repairs, alterations, additions or replacements to the Leased Premises, including equipment, facilities and fixtures therein, as required by any law or ordinance or any order or regulation of any governmental authority or board of fire underwriters having jurisdiction thereof or of any insurance company providing coverage on any part of the Leased Premises; and otherwise to comply with the orders and regulations of all such governmental authorities, board of fire underwriters and insurance companies. The Landlord reserves the exclusive right to install, maintain, use, repair and replace pipes, ducts, conduits and wires which now or hereafter may serve any parts of Leased Premises and which now or hereafter may pass through the Leased Premises, so long as such pipes, ducts, conduits and wires are not placed in locations which will materially adversely interfere with Tenant's use of the Leased Premises. The Landlord shall further make all repairs to Tenants property damaged by Landlord or any other tenant using the Property with consent of Landlord at any time during the Lease Term.

B. The Landlord and Landlord's agents and contractors shall have the right to enter upon the Leased Premises at all reasonable times:

(1) To examine the Leased Premises or for the purpose of performing any obligation of Landlord or exercising any right to remedy reserved to Landlord in this Lease;

(2) To make such repairs, alterations, improvements or additions in the Leased Premises as Landlord may deem necessary or desirable.

3.3 Ownership of Tenant's Improvements. All equipment or other improvements installed by Tenant at any time upon the Leased Premises shall be the property of Tenant. All movable furniture, fixtures, equipment or other property installed by Tenant at its expense, shall remain its property and may be removed at any time during the Lease Term, provided Tenant promptly repairs any damage caused by such removal. No lien shall attach to any of Tenant's property at any time.

**ARTICLE IV
COMMON AREAS**

4.1 Common Areas. Landlord shall make available with the Leased Premises such areas and facilities hereinafter referred to as (“Common Areas”) including, but not limited to, walkways, stairways, entrances, director signs, rest rooms, and other like public facilities and utility rooms used by Landlord for the operation, maintenance and management of the Leased Premises, as Landlord shall deem appropriate. Landlord shall operate, manage, equip, light, repair, replace and maintain the Common Areas for their intended purposes. The parties may from time to time, increase, reduce or change the number, type, size, location, of the Common Areas, make installations therein, move and remove the same by mutual agreement of the parties. If the Common Areas are changed, altered or diminished, Landlord shall not be subject to any liability to Tenant and Tenant shall not be entitled to any compensation or diminution or abatement of rent, nor shall any such change, alteration or diminution be deemed to be a constructive or actual eviction.

4.2 Use of Common Areas. Tenant and its clients, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Areas, subject to such reasonable rules and regulations as Landlord may from time to time impose. Tenant further agrees, after notice thereof, to abide by such rules and regulations as reasonably promulgated by Landlord.

**ARTICLE V
SECURITY DEPOSIT**

5.1 Security Deposit. There shall be no security deposit required of Tenant.

**ARTICLE VI
UTILITIES**

6.1 Gas, Telephone, Water, Garbage, and Electricity. Tenant shall pay all charges for telephone or facsimile line services. Landlord shall pay charges for all other utilities, including, but not limited to gas, water, electricity and other like utilities used or consumed upon the Leased Premises.

**ARTICLE VII
ADDITIONAL COVENANTS**

7.1 Quiet Enjoyment. Landlord covenants that upon Tenant paying the Rent and observing and performing all the terms, agreements, covenants, provisions and conditions of this Lease by Tenant, Tenant may peaceably and quietly enjoy the Leased Premises, subject to the terms and conditions of this Lease. This covenant and all other covenants of Landlord hereunder

shall be construed as covenants running with Landlord's estate in the Land, and are not, nor shall these covenants be construed as, personal covenants of Landlord.

7.2 End of Lease Term. Upon the Expiration Date, Tenant shall quit and surrender to Landlord the Leased Premises broom clean, in good order, condition and repair, except for ordinary wear and tear and damage by fire or other insured casualty, and free of all property of Tenant. Tenant shall repair all damages to the Leased Premises caused by removal of any of Tenant's property.

7.3 Indemnity. Tenant agrees to defend, indemnify and hold the Landlord harmless from all injury, loss, claims, demands, actions or damages (including attorneys' fees and disbursements) to any person or property caused by the Tenant, its agents, servants, employees, officers, directors, heirs, assigns, and invitees

7.4 Insurance. Tenant shall maintain insurance coverage as required and set forth in Article 6 of that certain *AGREEMENT FOR BUILDING DIVISION SERVICES* dated August 7, 2006, as may be amended from time to time.

7.5 Mechanic's Liens. To cause promptly to be discharged of record (by payment, bond, order of a court of competent jurisdiction or otherwise) any mechanic's lien at any time filed against the property of the other for any work, labor, services or materials claimed to have been performed at the Property.

7.6 Rules and Regulations. Tenant shall, and Landlord shall require its co-tenants to abide by and act in compliance with all rules and regulations that Landlord may make in connection with the use of the common areas and facilities of the Leased Premises. It is understood and agreed that Landlord may, from time to time, make changes to such rules and regulations or may adopt new rules and regulations that requires all persons or entities in use of the Property to comply with such rules and regulations.

7.7 Signs. Tenant may erect suitable identification signs of such size, design and character as Landlord may approve, to identify Tenant's business, which signs shall comply with applicable governmental agency approval.

ARTICLE VIII

DESTRUCTION: CONDEMNATION

8.1 Fire or Other Casualty.

A. Tenant shall give prompt notice to Landlord of fire damage or other casualty to or in the Leased Premises or any part thereof.

B. If:

(1) The Leased Premises shall be damaged to the extent of more than twenty-five percent (25%) the cost of replacement thereof; or

(2) Any one or more of the buildings comprising the Leased Premises shall be damaged to the extent of more than fifty percent (50%) of the cost of replacement thereof, whether or not the Leased Premises shall be damaged; or

- (3) The Leased Premises shall be damaged as a result of an uninsured risk; or
- (4) The Landlord's insurance carrier is rendered insolvent and cannot pay claims; or
- (5) The cost of repairing the Leased Premises exceeds One Million Dollars (\$1,000,000.00),

then within ninety (90) calendar days after such event, Landlord may terminate this Lease by notice to Tenant, and upon the date specified in such notice, which shall be not less than thirty (30) calendar days nor more than sixty (60) calendar days after the giving of said notice, this Lease shall terminate as if such date were the Expiration Date.

C. If this Lease shall not be terminated as provided in Subsection B of this Section, Landlord shall, at its expense, proceed with so much of the repair or restoration of the Leased Premises as to provide an enclosed space or shell with lines connected for electricity and pipes for plumbing. All repairs and restoration of the Leased Premises not required of Landlord to undertake shall be performed by Tenant, at its expense, promptly and with due diligence. All repairs and restoration to be performed by Tenant shall be first approved by Landlord.

D. If the fire or other casualty shall, in Landlord's opinion, render the Leased Premises untenable, in whole or in part, a proportionate abatement of the Rent shall be allowed from the date when the damage occurred until substantial completion of the repairs or rebuilding (including the substantial completion by Tenant of Tenant's repairs or restoration within reasonable time) or, in the event Landlord elects to terminate this Lease, until said date of termination. Said proportion shall be computed on the basis of the ratio which the amount of Floor Space rendered untenable bears to the Total Floor Space of the Leased Premises.

E. The cost of replacement, as such term is used in Subsection B of this Section, shall be determined by the company or companies selected by Landlord insuring Landlord against the casualty in question, or if there shall be no insurance, then as the parties hereto shall agree, or in the absence of an insurance company determination or an agreement, by arbitration according to the rules and practice of the American Arbitration Association.

8.2 Condemnation.

A. If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of condemnation, eminent domain, or expropriation, or in the event of conveyance in lieu thereof, the Lease Term shall cease as of the day possession shall be taken by such authority.

B. If twenty-five percent (25%) or less of the Floor Space of the Leased Premises shall be so taken or conveyed, the Lease Term shall cease only with respect to the part so taken or conveyed, as of the day possession shall be taken by such authority.

C. If more than twenty-five (25%) of the Floor Space of the Leased Premises shall be so taken or conveyed, the Lease Term shall cease only with respect to the part so taken or conveyed, as of the day possession shall be taken by such authority, and either party shall have the right to terminate this Lease upon thirty (30) days' notice in writing given within ninety (90) days after such taking of possession.

D. In the event of any such taking or conveyance of the Leased Premises or any portion thereof, Tenant shall pay Rent to the day when possession thereof shall be taken by such authority with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to such date. If this Lease shall continue in effect as to any portion of the Leased Premises not so taken or conveyed, the Rent shall be reduced to an amount equal to the product of the remaining Floor Space of the Leased Premises multiplied by the Base per square foot as specified in herein. If this Lease shall so continue, Landlord shall, at its expense, make all necessary repairs or alterations so as to constitute the remaining Leased Premises a complete architectural and tenantable unit, but only if the portion of the Leased Premises not taken is sufficient to render the remaining Leased Premises a complete architectural and tenantable unit.

E. If more than twenty-five percent (25%) of the total Floor Space in the Leased Premises shall be taken or conveyed, Landlord may terminate this Lease by written notice to Tenant within (90) days after the surrender of possession to the authority, and this Lease shall terminate as of the date possession is taken as if such date were the Expiration Date and the Rent shall be apportioned as of such date or sooner termination and any prepaid portion of Rent for any period after such date shall be refunded by Landlord to Tenant.

F. All compensation awarded for any taking or conveyance pursuant to this Section, whether for all or any part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the site of the Leased Premises, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Tenant shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for trade fixtures and depreciation or injury to and cost of removal of stock-in-trade, but only if such awards shall be made by the condemnation court in addition to, and shall not result in a reduction of, the award made by it for the land and buildings so taken.

ARTICLE IX

DEFAULT AND REMEDIES

9.1 Default. This Lease and the term and estate hereby granted are subject to the limitation that: (1) If Tenant shall default in the payment when due of any installment of Rent and such default shall continue for a period of ten (10) days from the due date for payment; or (2) if Tenant shall default in the observance or performance of any term, covenant or condition of this Lease on Tenant's part to be observed or performed (other than the covenants for the

payment of Rent) and Tenant shall fail to remedy such default within thirty (30) calendar days after notice by Landlord to Tenant of such default, or if such default is of such a nature that it cannot be completely remedied within said period, then in any of said events Landlord may give to Tenant notice of intention to end the Lease Term at the expiration of three (3) calendar days from the date of the giving of such notice, and, in the event such notice is given, this Lease and the term and estate hereby granted shall terminate upon the expiration of said three (3) calendar days with the same effect as if that day were the Expiration Date, and Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter set forth.

9.2 Remedies of Landlord. If this Lease and the Lease Term shall terminate as provided herein; Landlord and Landlord's agents may immediately re-enter the Leased Premises or any part thereof without notice. Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord as Rent and Tenant shall be liable for and shall pay to Landlord, damages caused by Tenant's default less any amount collected under any reletting for any part of such period.

9.3 Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any Landlord and Tenant, or Tenant's use of or occupancy of the Leased Premises.

9.4 Holdover by Tenant. In the event Tenant remains in possession of the Leased Premises after the Expiration Date, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month, at a monthly rental equal to the monthly installment of the Rent then in effect, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

9.5 Effect of Waiver of Default. No consent or waiver, express or implied, by Landlord to or of any breach of any term, covenant or condition of this Lease on the part of Tenant shall be construed as a consent to or waiver of any other breach of the same or any other term, covenant or condition, unless in writing signed by Landlord. The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions, or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission whether of a similar nature or otherwise. No executory agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing, refers expressly to this Lease, is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Notice. All notices, demands and other writings in this Lease provided to be given or made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when mailed in writing and deposited in the United States Mail, postage paid, and addressed as follows:

To the Landlord at:

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

With Copy to:

*The Hogan Law Firm
20 South Broad Street
Brooksville, FL 34605*

To the Tenant at:

Page Dixon Chandler Smith, LLC
5892 A S. Semoran Boulevard
Orlando, Florida 32822

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party to the other as above provided.

10.2 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.3 Estoppel Certificates. Tenant hereby agrees that it will, at any time and from time to time, within ten (10) business days following written notice by the other party hereto specifying that it is given pursuant to this Section, execute, acknowledge and deliver to the party who gave such notice a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent and any other payments due hereunder from Tenant have been paid and stating whether or not to the best of the knowledge of the signer of such certificate the other party is in default in performance of any term, covenant or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge.

10.4 Brokers. Tenant hereby certifies that it has not dealt with any broker with regard to the Leased Premises or this Lease. Tenant will indemnify, hold harmless and defend Landlord against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone in connection with the Leased Premises or this Lease.

10.5 Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. All negotiations, considerations, representations and understandings between the parties are incorporated in this Lease. The captions as to contents or particular paragraphs herein are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer. Whenever herein the singular number is used, the same shall include the plural; and the neuter gender shall include the masculine and feminine gender. The parties mutually agree that venue for all purposes under this Lease shall be Hernando County, Florida, the principal place of business of Tenant.

10.6 Binding Effect of Lease. The terms, covenants and conditions herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. Each term, covenant and condition herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. Furthermore, upon the execution thereof by both Landlord and Tenant, this Lease shall supersede any and all other leases between the Tenant and the Landlord (or any prior owner of the Property) and such other leases shall be void and of no further force or effect, unless otherwise specifically provided herein.

10.7 No Oral Changes. All negotiations, representations, considerations, undertakings, understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant and any executory agreement hereafter made shall be ineffective to change, modification, discharge or effect and abandonment of it in whole or part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or effect and abandonment is sought.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the day and year first above written.

ATTEST:
(Seal)

LANDLORD:
CITY OF BROOKSVILLE, Florida

By: _____
JANICE PETERS,
As its City Clerk

By: _____
JOE BERNARDINI,
As its Mayor

Approved as to legal form.

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

WITNESS:

TENANT:
PAGE DIXON CHANDLER SMITH, a
Florida limited liability corporation

By: _____

Printed Name

By: _____
GEORGE W. DIXON,
As its Chief Executive Officer

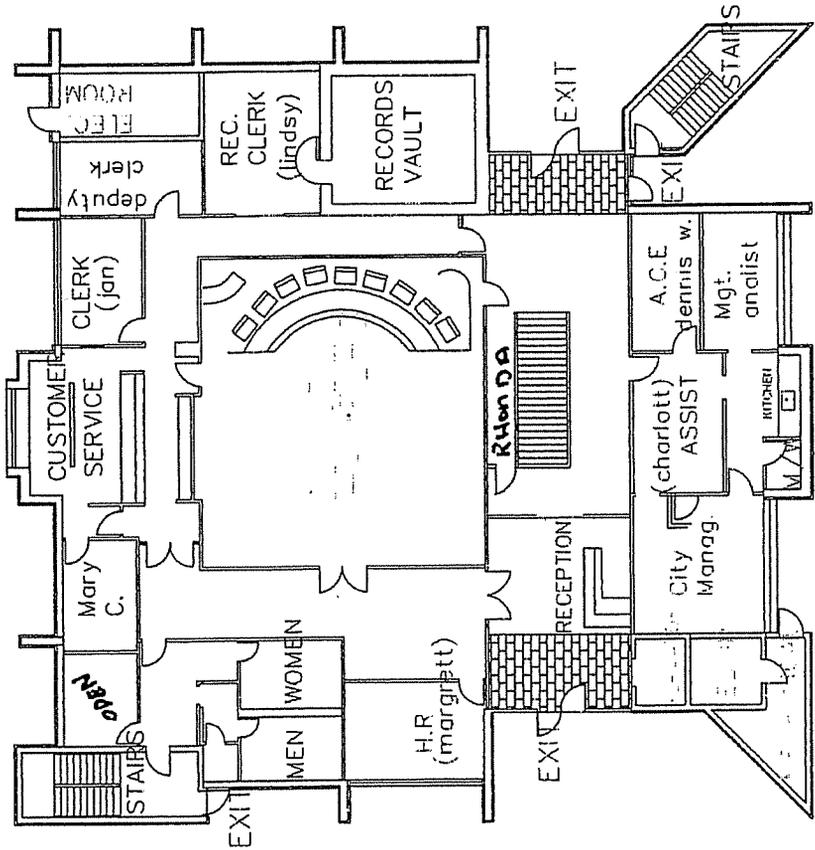
EXHIBIT 1
THE LEASED PREMISES SCHEMATIC

EXHIBIT 1

THE LEASED PREMISES SCHEMATIC

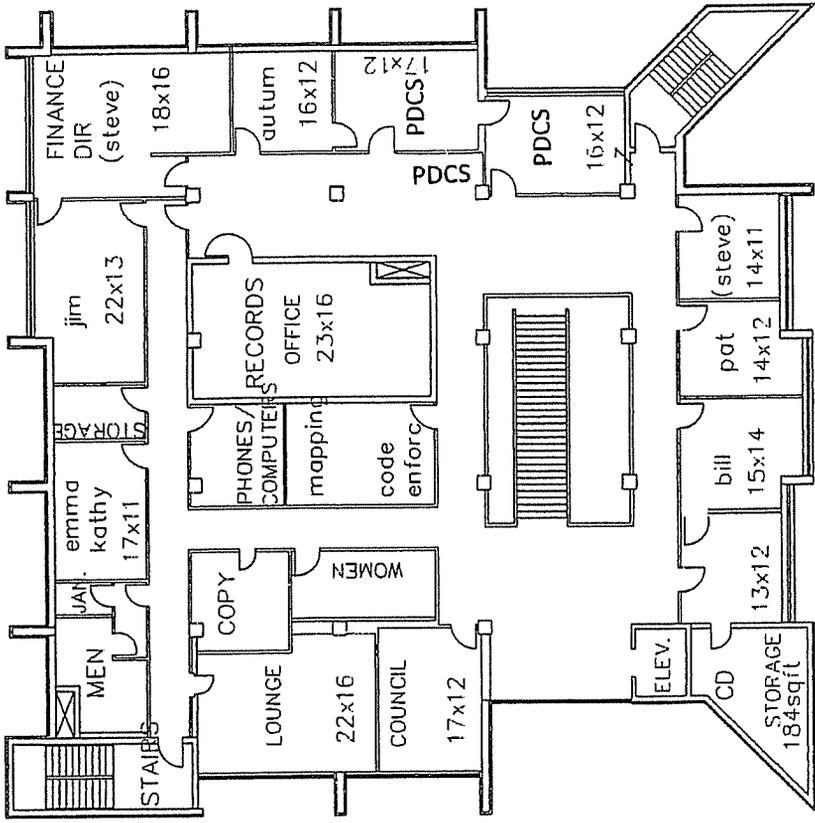
FIRST FLOOR

NEW LOCATIONS



SECOND FLOOR

NEW LOCATIONS



COMM. LEVEL.

CITY OF BROOKSVILLE
MONTHLY BUILDING DIV. ACTIVITY REPORT
PERMITS / INSPECTIONS

PERMIT VALUATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	FY TOTAL
RESIDENTIAL													
SFR	\$385,600	\$0	\$0	\$0	\$975,000	\$960,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$2,720,600
Multi-Family	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mobile Homes	\$23,500	\$0	\$44,600	\$0	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$103,100
Additions & Alts.	\$79,271	\$48,128	\$88,177	\$33,424	\$187,182	\$116,814	\$118,159	\$94,645					\$765,800
Misc. Permits	\$43,260	\$46,248	\$49,793	\$22,232	\$25,864	\$22,498	\$34,072	\$30,205					\$274,172
COMMERCIAL													
Structures	\$2,100,000	\$0	\$0	\$0	\$600,000	\$0	\$246,600	\$500,460					\$3,447,060
Additions & Alts.	\$276,000	\$199,482	\$133,599	\$26,774	\$120,557	\$146,000	\$147,000	\$927,652					\$1,977,064
Misc. Permits	\$113,791	\$195,760	\$52,141	\$17,900	\$11,500	\$108,000	\$97,000	\$22,444					\$618,536
DEMOLITIONS													
	\$19,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,000
TOTALS	\$3,040,422	\$489,618	\$368,310	\$100,330	\$1,920,103	\$1,353,312	\$1,077,831	\$1,575,406	\$0	\$0	\$0	\$0	\$9,925,332
NO. OF PERMITS ISSUED													
RESIDENTIAL													
SFR	1				2	2	1	0					6
Multi-Family - Buildings	0	0	0	0	0	0	0	0					0
# of Units													0
Mobile Homes	2	0	3	0	0	0	1	0					6
Additions & Alt.	15	5	28	25	24	32	38	16					183
COMMERCIAL													
Structures	1	0		0	1	0	1	3					6
Cert. of Use	2	2	2	2	3	0	2	2					15
Additions & Alt.	5	1	4	1	4	3	1	1					20
DEMOLITIONS													
	2												2
MISC. PERMITS													
	30	15	14	9	8	12	7	14					109
TOTAL PERMITS	58	23	51	37	42	49	51	36	0	0	0	0	347



**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: VERTEX COMMUNICATION, LLC – COMMUNICATION TOWER

DATE: June 5, 2009

GENERAL SUMMARY/BACKGROUND: Vertex Development, LLC is interested in entering into an agreement with the City of Brooksville to construct a wireless telecommunication facility on city property, specifically in the area of Tom Varn Park. The current zoning of the park property is C-2 and would require a special exception use for the tower, which would come before Council at the appropriate time during the re-zoning process.

BUDGET IMPACT: The city would receive a minimum of \$10,000 per year with an annual increase of 3% during the 30 year term of the land lease agreement.

LEGAL REVIEW: Entering into a lease agreement with Vertex Development, LLC is within the authority of City Council. The City attorney will negotiate a land lease agreement with Vertex Development, LLC and work for an acceptable lease and terms for a tower to be placed on city property.

STAFF RECOMMENDATION: Staff recommends that City Council authorize staff to negotiate into a lease agreement with Vertex Development, LLC subject to legal review and approve for Mayor to sign the negotiated land lease agreement.



May 19, 2009

Mr. Mike Walker
Director, Parks/Facilities and Recreation
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Re: Proposal for wireless telecommunication facility

Dear Mr. Walker:

Vertex Development, LLC ("Vertex") is a Florida-based company that owns and operates communications towers. Vertex works with wireless service providers (cell phone companies) to facilitate the deployment of their voice and data networks by providing cell towers in specific geographic areas.

We are interested in constructing a wireless telecommunications facility on your property located at 306 Darby Lane in Brooksville, FL (Parcel ID: R21-422-19-0000-0250-0000) to provide more reliable wireless service to the area.

To demonstrate how the City of Brooksville might benefit working with Vertex, I have included for your review samples of a Lease Payment Schedule and a template Land Lease, to which final negotiated terms would be made. Also included are photos of two different tower designs with examples of the aesthetics and security of the leased area. Finally I have included an aerial photograph of your property with a proposed tower locations. We'll negotiate a final size and location during a scheduled site walk.

We are genuinely interested in discussing this proposal with you. If you have any questions or concerns, please contact me at the phone number or e-mail address listed below.

Respectfully,

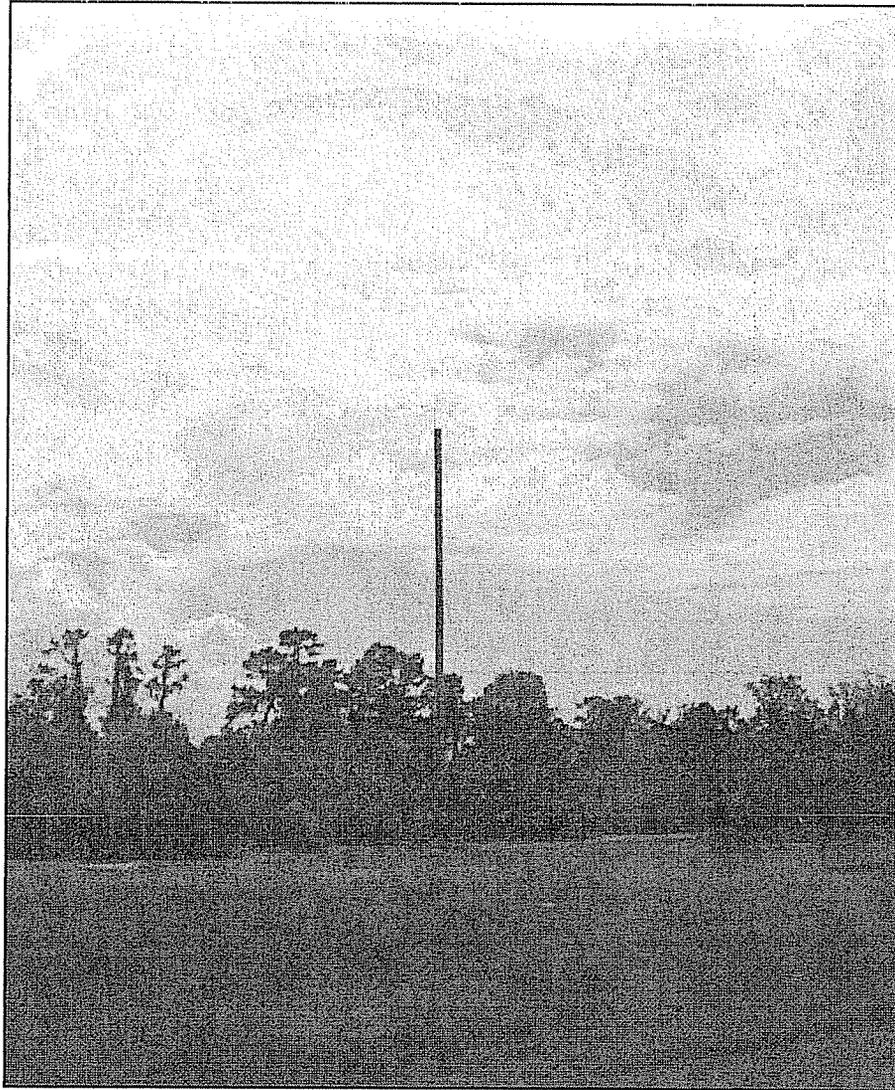
A handwritten signature in black ink, appearing to read "Justin D. Dehnert", written over a horizontal line.

Justin D. Dehnert
Vertex Development, LLC
Mobile: 813.482.2059
E-mail: justin.dehnert@vertexdevelopment.net

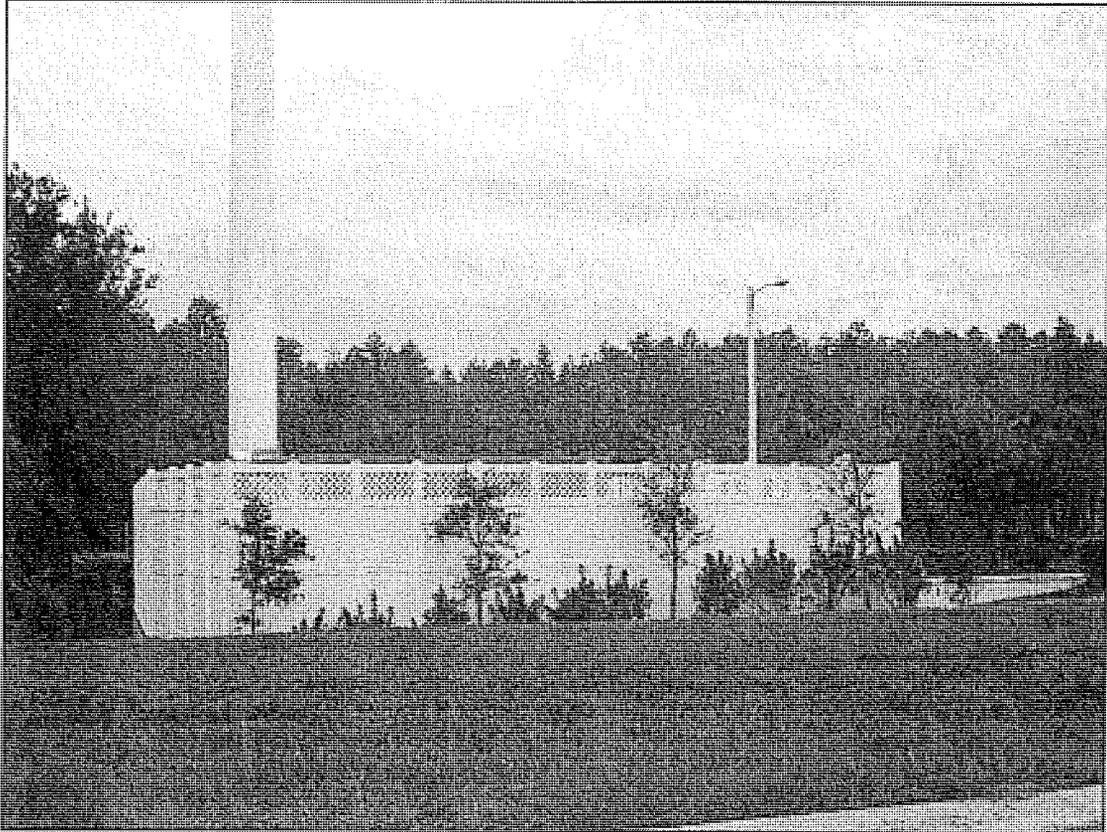
Tower Design: Vertex proposes to construct a flagpole-type communication tower on the City of Brooksville property. No antennae or cables will ever be visible, as they are all mounted inside of the tower. The flag will be the appropriate and proportionate size and flown in accordance with Federal Standards. The tower will be up-lighted to properly display the flag at night.



Alternative Tower Designs: As an alternative to the flagpole-type communication tower, Vertex may propose a “unipole” type tower, which is, essentially, a “flagless” flagpole. Both of these towers are designed similarly, where all of the antennas and cables remain hidden inside the tower.



Aesthetics and security: The leased area will be enclosed by six-foot high PVC fencing, including a gate using a stymie lock system for security. This portion of leased parcel will be landscaped according to the local jurisdiction's authority and may vary according to this depiction.



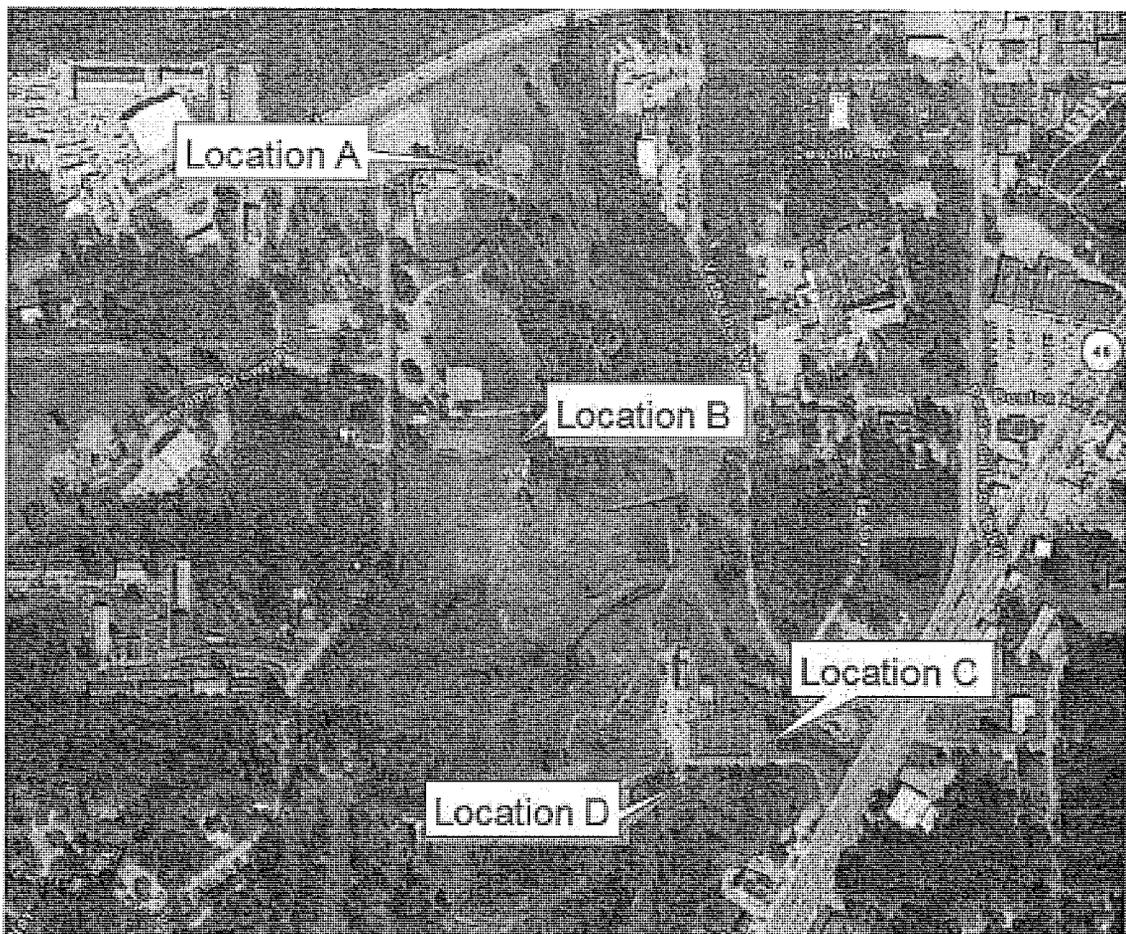
Proposed Locations:

Location A – located between the ball fields at Tom Varn Park

Location B – located south of the ball field at Tom Varn Park

Location C – Located near the entrance to Quarry Golf Course

Location D – Located south of the clubhouse and drive way at Quarry Golf Course



CITY OF BROOKSVILLE MEMORANDUM

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Emory H. Pierce, Director of Public Works Date: 6/18/2009
Re: FDEP Small Community Wastewater Facility Grant/SRF Loan
through the American Recovery and Reinvestment Act (ARRA)

We have been awarded an ARRA authorized amount of \$2,409,827. Of that amount, \$1,039,627 will be a loan at 2.43% interest over 20 years. In addition the loan will include capitalized interest from the date the funds are received to the closing date of the loan; which at this time we estimate the maximum amount will be \$25,268. Therefore the actual loan amount is estimated at \$1,064,895. The remaining \$1,370,200 will be ARRA Principal Forgiveness (grant). We can't accept one (grant/loan) without the other and the loan comes first- we use up the loan amount, then we roll over into the grant amount. The interest rate quoted to us is subject to change slightly, if at all, up to closing.

We have attached the Award letter, an email, and the Funding Priority List sent to us from DEP. If accepted, the grant/loan funds will allow us to further repair our older sections of sewer mains, laterals and manholes (project Summary and Scope attached).

Financial/Budget Impact

The City would commit to a \$1,064,895 loan at 2.43% interest over 20 years. Funds are unlikely to be received prior to Oct. 1, 2009, so the FY 09/10 budget will include the capital expenditures/grant and loan proceeds and the necessary loan payment expenditures estimated at \$67,556/yr. The capital expenditures will be budgeted to 409-000-169-19049 (Construction in Progress).

Legal Impact

City Attorney has reviewed the attached resolution.

Staff Recommendation

Staff recommends that City Council approve the attached resolution and authorize the Mayor to sign it and other related documents after review by the City Attorney.

RESOLUTION NO. 2009-08

A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE, FLORIDA, ACCEPTING AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 FUNDING THROUGH THE SMALL COMMUNITY WASTEWATER FACILITY GRANT AND LOAN PROGRAM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the continuation of the Sewer Rehabilitation Program is in the best interest and welfare of it's citizens and should continue as set forth in the Water and Sewer Facilities Plan dated November 2002 and the Sanitary Sewer Collection System Evaluation of June 2002; and,

WHEREAS, the American Recovery and Reinvestment Act of 2009 has provided for funds both as grants and state revolving fund loans; and,

WHEREAS, the City Council has been provided with a copy of the application for American Recovery and Reinvestment Act of 2009 Funding, Small Community Wastewater Facilities Projects, dated April 29, 2009 which was discussed at the public meeting held on July 6, 2009.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooksville, Florida, in regular session duly assembled, that said Council hereby approves the acceptance of the ARRA funds as offered.

PASSED AND ADOPTED this 6th Day of July, A.D., 2009.

CITY OF BROOKSVILLE, FLORIDA

Joe Bernardini, Mayor

ATTEST:

Janice L. Peters
City Clerk, CMC

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

Thomas S. Hogan, Jr., City Attorney

VOTE OF COUNCIL

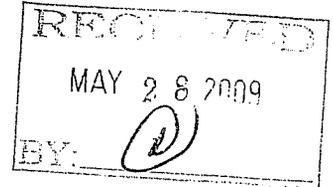
Bernardini _____
Bradburn _____
Johnston _____
Lewis _____
Pugh _____



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

George Chry
City Manager
Ed Williams
City Engineer
Meredith
City Clerk



May 19, 2009

The Honorable Joe Bernardini, Mayor
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Re: WW27020 - City of Brooksville
Sewer Rehabilitation Project

Dear Mr. Bernardini:

We are pleased to inform you that \$2,409,827 in construction funding is now available for your project as a result of the May 13, 2009 public hearing held by the Department for American Recovery and Reinvestment Act funds. We would like to draw your attention to your schedule for submitting the loan application and executing a loan agreement. A completed loan application is due by July 17, 2009 and a loan agreement signed by the project sponsor is due by September 23, 2009. Your project will be subject to removal from the priority list for failure to meet these deadlines. It is recommended that you contact Mr. Tommy Williams of our Program Management Section, at (850) 245-8364, for assistance in fulfilling the loan application/agreement requirements. An application (Point Source Water Pollution Control) for your project may be obtained at our website at <http://www.dep.state.fl.us/water/wff/wwmanual.htm> or by calling Tommy Williams at the number given above.

If you have any questions or need further information, please call David O'Brien at 850/245-8367.

Sincerely,

Robert E. Holmden, P.E., Chief
Bureau of Water Facilities Funding

RH/dpo

cc: T. Jennene Normon-Vacha, City Manager - City of Brooksville
Emory H. Pierce, P.E., Director of Public Works - City of Brooksville

Laureen Busacca

From: O'Brien, David [David.O'Brien@dep.state.fl.us]
Sent: Tuesday, May 19, 2009 8:31 AM
To: Laureen Busacca
Subject: RE: Today's Priority List Hearing Information
Attachments: Adoption Resolution.pdf

Laureen,

1-Attached is the sample resolution that you requested.

2-Brooksville will receive a loan for the total amount of the project, \$2,409,827. Of that total amount \$2,000,000 will come from the ARRA funds and \$409,827 will come as a State CWSRF loan. The principal forgiveness of \$1,370,200 is from the \$2,000,000. That will leave the balance of the ARRA funds (\$629,800) and the CWSRF funds of (\$409,827) for a total of \$1,039,627 that will be the final loan. The signed capital finance plan that I need you to submit (soon) will have to reflect the ability to repay this.

David

EXHIBIT A: For the 05/13/2009 FY 2009 Priority List Management Hearing

I: SRF WATER POLLUTION CONTROL PRIORITY LIST ISSUES AND RECOMMENDATIONS

Involving The American Recovery and Reinvestment Act of 2009 and Ch. 62-503, Florida Administrative Code and Ch. 62-505, Florida Administrative Code (F.A.C.)

1) Funds appropriated by the American Recovery and Reinvestment Act (ARRA) have provided funding to the SRF in sufficient amounts to allow the addition of projects to the fundable portion of the priority list. New project requests which have met the requirements of the ARRA and the CWSRF program (Ch. 62-503, F.A.C.) will be considered for listing on the fundable portion of the priority list for use of ARRA funds at this hearing. In the case of principal forgiveness loans, the amount of principal forgiveness will be determined by the DSCG/SCWFG program (Ch. 62-505, F.A.C.). These projects are:

Project Sponsor	SRF Project #	Priority Score	Total Project Cost	Fundable Amount	ARRA Authorized Amount	ARRA Principal Forgiveness	Estimated CWSRF Companion Loan (1)	Comment
South Bay*	WW50100	724.00	\$792,000	\$792,000	\$792,000	\$724,126	0	91.43% Principal Forgiveness
Bonifay*	WW30010	712.00	\$3,060,000	\$3,060,000	\$ 2,800,000	\$2,301,320	0	82.19% Principal Forgiveness
Brooksville*	WW27020	712.00	\$2,409,827	\$2,409,827	\$2,000,000	\$1,370,200	\$409,827	68.51% Principal Forgiveness
Lee*	WW89301	585.00	\$4,648,720	\$4,648,720	\$4,248,900	\$3,176,053	\$399,820	74.75% Principal Forgiveness
Graceville*	WW32030	571.60	\$2,351,000	\$2,351,000	\$1,980,000	\$1,430,550	\$371,000	72.25% Principal Forgiveness
St. Augustine Beach*	WW55030	570.00	9,920,980	\$9,920,980	\$9,136,713	\$5,938,863	\$784,267	65.0% Principal Forgiveness
Live Oak*	WW61020	562.00	\$6,206,759	\$6,206,759	\$ 5,538,000	\$4,242,662	\$668,759	76.61% Principal Forgiveness
Palmetto*	WW50110	562.00	\$5,511,570	\$5,511,570	\$5,041,427	\$4,535,268	\$470,143	89.96% Principal Forgiveness
Clewiston*	WW26040	562.00	\$6,303,667	\$6,303,667	\$5,321,200	\$2,483,936	\$982,467	46.68% Principal Forgiveness
Sanford	WW59010	552.00	\$5,091,928	\$4,500,800	\$4,300,000	0	\$200,800	I/I Correction
Vero Beach	WW31020	537.60	\$21,856,400	\$10,000,000	\$10,000,000	0	0	Eliminate Surface Discharge
Oakland Park	SW06140	478.00	\$1,369,257	\$1,369,257	\$ 1,131,044	0	\$238,213	Stormwater/Exfiltration
North Miami Beach	WW13010	464.00	\$2,409,000	\$2,409,000	\$2,000,000	0	\$409,000	Septic Tank Elimination
Bradenton	WW41030	456.00	\$6,921,000	\$6,921,000	\$ 6,321,000	0	\$600,000	Eliminate SSO
Hollywood	WW06040	452.00	\$11,565,000	\$8,713,739	\$7,762,791	0	0	I/I Correction
TOTAL			\$90,417,108	\$75,118,319	\$68,373,075	\$26,202,978	\$5,534,296	

Staff recommends adding these projects to the bottom of the fundable portion of the FY 2009 priority list beneath Columbia County Project WW74202P/2, noting that Hollywood Project WW06040 is incompletely funded and will be offered first use of any funds de-obligated from the loan projects ranked above it up to a total ARRA loan of \$8,713,739. However, if the de-obligated project qualifies for principal forgiveness, the de-obligated funds will be offered to the highest ranking project eligible for principal forgiveness, which will be Polk City Project WW51201P/1.

(1) The Estimated CWSRF Companion Loan is the difference between the Fundable Amount and the ARRA Authorized Amount

In order to meet the stringent requirements of the ARRA regarding expeditious use of the fund, the Projects designated to receive allocations of ARRA funds are required to submit complete loan applications by Friday, July 17, 2009 and return a loan agreement by Wednesday, September 23, 2009. Additionally, applicants must certify that all contracts will be awarded by October 1, 2009.

Any Project failing to meet these deadlines will be subject to removal from the priority list. If removed, the funds will be reallocated to other Projects which have met the specific ARRA requirements.

2) Projects which met ARRA and CWSRF document filing requirements but for which funds are not available at this hearing are shown below. If any of the projects listed above are unable to proceed according to the loan application or agreement deadlines as specified above or for any other reason, the de-obligated funds will be allocated first to Hollywood Project WW06040 until this Project is fully funded. However, as noted above, if the de-obligated project qualifies for principal forgiveness, the de-obligated funds will be offered to the highest ranking project eligible for principal forgiveness, which will be Polk City Project WW51201P/1, and so on down the list until all ARRA funds are fully obligated to CWSRF loans and Principal Forgiveness loans.

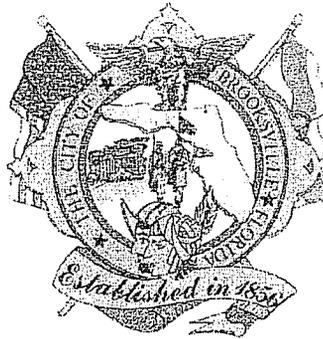
Project Sponsor	SRF Project #	Priority Score	Total Project Cost	ARRA Eligible Amount	ARRA Principal Forgiveness	CWSRF Companion Loan (Estimated)	Comment
Hernando County	WW27013	448.00	\$20,900,000	\$10,000,000	0	0	Reclaimed Water Reuse
Polk City*	WW51201P/1	444.00	\$34,139,594	\$10,000,000	\$3,180,000	0	31.8% Principal Forgiveness
Stuart*	WW43040	410.40	\$6,461,648	\$ 6,461,648	0	0	WWTP Improvements & Reclaimed Water
Dundee*	WW53080	358.00	\$2,088,142	\$1,749,757	\$591,068	\$338,385	39.78% Principal Forgiveness
Fort Walton Beach	WW46060	348.00	\$2,185,935	\$2,185,935	0	\$185,935	Reclaimed Water Reuse
Oviedo	WW59020	345.00	\$3,250,964	\$ 3,250,964	0	0	Reclaimed Water Reuse
Tohopekaliga WA	WW49031	339.00	\$8,203,936	\$8,203,936	0	\$633,286	Reclaimed Water Reuse
Wellington	WW50160	333.00	\$24,424,000	\$10,000,000	0	0	Reclaimed Water Reuse
Minnesota*	WW35050	138.00	\$1,143,413	\$ 1,143,413	\$275,791	0	24.12% Principal Forgiveness
Sneads*	WW32050	126.00	\$729,183	\$729,183	\$525,000	\$204,000	34.49% Principal Forgiveness
Frostproof*	WW53100	122.00	\$5,202,038	\$4,408,635	\$1,572,560	\$793,403	35.67% Principal Forgiveness
Plantation	WW06052	117.00	\$997,165	\$997,165	0	0	WWTP Restoration
Plantation	WW06051	116.00	\$728,726	\$728,726	0	0	Collection System Expansion
Broward County	WW/SW06190	111.00	\$7,609,351	\$7,609,351	0	0	WW/SW and I/I Correction
Miramar	WW06080	110.00	\$9,478,404	\$ 9,478,404	0	0	Collection & Transmission Improvements
TOTAL			\$126,214,502	\$76,347,117	\$6,144,419	\$2,155,009	

* Small community <= 20,000 per 2000 census

3) Treasure Island has requested that their Project WW53601P be reclassified from preconstruction to construction. They have completed planning, design and permitting requirements using other sources of funds and have considerably reduced the scope of the project. The project is ready to proceed to construction, and the \$1,403,000 previously authorized will be adequate funding for the proposed project.

Staff recommends the reclassification of this project from preconstruction to construction to allow the use of the funds already authorized to be disbursed in payment of invoiced construction costs. No increase to the previously authorized amount is being awarded as a result of this action, and no ARRA funds are involved.

City of Brooksville



(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

4/15/2009

Reply to: Department of Public Works
(352) 544-5465 (Phone)
(352) 544-5470 (Fax)

Mr. Timothy Banks
State Revolving Loan Program
Bureau of Water Facilities Funding
2600 Blair Stone Road, MS 3505
Tallahassee, FL 32399-2400

Subject: Continuation of the Sewer Rehab Project

Dear Mr. Banks,

We wish to continue our sewer rehabilitation work and are requesting consideration for grant funding under the Clean Water Act State Revolving Fund (CWASRF). Receiving an amount of up to 2.5 million dollars would allow us to rehab an additional 20,000 to 25,000 LF of vitrified clay pipe (VCP) sewer, as well as rehab the service laterals on City right-of-way, rehab/seal a number of manholes and install manholes on extra long main lines.

In 2002, upon completing our Sanitary Sewer Collection System Evaluation, it was determined that the City's aging sewer system was in need of repair. We had serious issues with inflow and infiltration as well as exfiltration, in our sewer mains, laterals and manholes. We have documented Sewer System Overflows (SSO) due to main line sewer backups that are often times caused by tree roots or other main line damage that can be repaired by either replacing or lining the pipe. Our old brick manholes are deteriorating and are susceptible to infiltration and exfiltration into/out of the walls and inflow from the top. We also found that the vcp sewer service laterals were deteriorating and was also a source of both infiltration and exfiltration. In order to correct for these serious environmental and health issues, we have been committed to upgrading our system. By sealing/rehabbing our system we decrease peak flows, which allows the sewer plant to operate under optimal conditions.

Since we started rehabbing our old sewer lines 5 years ago, City staff has become competent with all phases of this type of work, i.e. engineering and design, permitting, specifications, bidding, inspection and construction management, and therefore it is our preference not to use an outside consultant/engineering firm. This is also one reason for the 2.5 million dollar request at this time; that is about the maximum size project we can handle without an outside consultant. And, in this way, all monies we receive will be put into the infrastructure.

The Sewer rehabilitation work we hope to continue with your funding will include smoke testing to see where our most serious problems exist and compare those findings with past smoke testing, CIPP (cured-in-place-pipe) lining of sewer mains and City r-o-w sewer laterals, rehabilitation of existing manholes and installation of manholes on lines that have a history of sewer backups and are too long to be adequately maintained and kept clear (over 500 feet). CIPP lining technology requires no extensive set of plans. We essentially indicate where the old lines are on an existing City map (attached) and have the contractors bid on the closed circuit televised videoing (CCTV), cleaning and lining as one contract. Our bid documents have a number of additional pay items to cover situations (i.e. "point repairs"- open cutting and removal

and replacement of badly broken sewer mains that can not be lined through) that may be discovered during the CCTV. Therefore, sewer rehab projects like this are "shovel ready".

Summary of our on going sewer rehabilitation

Of the 142,000 LF of old VCP sewer mains in the City, we have lined or replaced 31,360 LF (about 20% of the old existing VCP), leaving 110,000 ± LF still to be rehabilitated (shown in red and green on the attached map). Since 2004 we have spent 4.75 million dollars (3.5 million for main line replacement or lining, service lateral replacement/lining, cleanout repairs/installations, manhole installation and rehabilitation, and associated construction; and 1.25 million on smoke testing the entire City and consultant engineering fees, including the Sanitary Sewer Collection System Evaluation Report).

Projected costs of rehabilitating the sewer system

In the 2002 Facilities Plan (by Coastal Engineering and Angie Brewer and Associates) it was reported that the cost (at that time) to rehab the sewer system would be in excess of \$12,500,000. These repairs were considered necessary and urgent due to the risk of sewer back ups and over flows during periods of heavy rain leading to possible public health risks associated with exposure to bacteria, viruses, and other pathogens (not to mention the negative impact on the environment). Now, in addition to the human health concerns, repairing the system is becoming a necessity due to the advanced age of the system and our need to be proactive rather than reactive. It is far less expensive and much more acceptable to the community if we fix these serious problems before the system fails.

Our sewer system at a glance

Wastewater service is provided by a traditional centralized system consisting of 275,000 linear feet (LF) (within the City Corporate limits as of 2002) of 6, 8, 10 and 12 inch gravity sewer pipes with a series of pumping stations, forcemains and a 1.9 MGD treatment plant (Cobb Rd Wastewater Reclamation Facility-CRWWRf). Of this 275,000 LF of pipe, 142,000 LF are vitrified clay pipe (VCP). The oldest pipes were installed prior to 1928 (37,000 LF). Approximately 44% of the sewer system was constructed between 1928 and 1968 and consists of VCP and brick and mortar manholes. It is this VCP pipe and the associated manholes and clay sewer service laterals that we are rehabilitating.

VCP sewer pipes and systems normally have a 40 to 50 year useful lifespan, and much of our system is approaching or has exceeded this time frame. Accordingly, the City has experienced problems in various areas of the system (for example, back ups in the main lines due to root intrusions) and has recorded significant increases in flow during serious rain events. It should also be noted that the Sanitary Sewer Collection System Evaluation Report prepared in 2002 did not make mention of brick and mortar manhole rehabilitation/sealing, but we have found those to be a serious source of inflow and have added manhole rehabilitation to our program. We will also continue to install new manholes where needed on sewer mains with lengths over 400 feet (cleaning these extra long lines is nearly impossible and leads to a sever buildup of grease that hardens to a cement like texture on the walls of the mains, reducing the diameter of the pipe and putting the system at risk of a back up).

Impacts of inflow into the sanitary sewer collection system

In our 2002 Sanitary Sewer System Evaluation (prepared by Coastal Engineering), flow data from the CRWWRf had been provided for an 18 month period. This data indicated a dry weather "base line" flow rate of approximately 0.8 mgd. During the wet season (June, July, August and September) the average flow rate increased by 54% to 1.23 mgd. This type of flow information is reflective of a system with inflow problems.

Rehabilitation techniques

Although some of the oldest sewer pipes in the City had been repaired by grout sealing of the joints back in the 1980's, this is considered to be a temporary repair and is generally expected to have a design life of 5 to 7 years. Problems in these areas were slowed or eliminated for the short term, but have reoccurred. Based on the evaluation of the system and the condition of the pipes, open cutting and replacing some sections of sewer mains and service laterals was recommended, but the majority of VCP mains and laterals are suitable for "no-dig" (trenchless rehabilitation technologies) such as Cured-in-Place-Pipe (CIPP) lining. CIPP is a cost effective alternative for sewer repairs, avoiding massive excavation, minimizing the impact on and inconvenience to residents, and greatly reduces the expense of replacing pavement, sod, and other above- and under-ground structures. CIPP lining seals out infiltration, stops exfiltration (sewage from leaking out of cracked pipes into the surrounding ground), and because it is a "structural" repair, it can be used on damaged sewer pipe as long as sewer flow is not inhibited. For all of these reasons, lining sewer mains and laterals when possible is always the best choice for rehabilitation.

City History

Established in 1856, the City of Brooksville is a political subdivision of the State of Florida and is the County seat of Hernando County. A five-member Council serves as the City's policy-making legislative body. Council members are elected "at large" by City voters and serve staggered, four-year terms. Since 1980, the City of Brooksville has operated under a Manager/Council form of government.

In addition to the City Manager, the City Council appoints the City Attorney and various boards, commissions and task forces to assist in the governing of the City. The City's organizational structure is made up of departments and operating divisions which report directly to the city Manager.

The City of Brooksville has an estimated permanent population of approximately 7,400, and is located approximately 45 miles north of Tampa. The main office (City Hall) is located at 201 Howell Avenue, Brooksville, Florida, 34601. Several other offices housing various City departments including Fire, Police, Public Works and Parks, are all located within the corporate limits of the City.

We would greatly appreciate your consideration in granting funds to continue this worthwhile and, so far, successful on going project.

Sincerely,



Emory H. Pierce, P.E.
Director of Public Works

AGENDA ITEM
MEMORANDUM



TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE TURNER, CHIEF OF POLICE
SUBJECT: ORDINANCE NO. 774 – IMPOUNDMENT
DATE: JULY 6, 2009

T. Jennene Norman-Vacha
GT

GENERAL SUMMARY: As part of the City's effort to update and modernize its Code of Ordinances, Ordinance No. 774, regarding Impoundment is being proposed for City Council's consideration to set forth the procedural requirements for impoundment of vehicles used in conjunction with certain crimes, and in violation of certain parking statutes and code violations.

On May 18, 2009, the City Council reviewed the proposed Ordinance No. 774 – Impoundment and following discussion directed staff to revise proposed Ordinance, providing for impoundment only upon secondary or subsequent violations. Council was most concerned with strengthening the Ordinance for repeat violators.

On City Council meeting of June 1, 2009, Ordinance No. 774 was tabled from further discussion until July 6, 2009, Regular Session.

Ordinance No. 774 has been revised to address City Council's concerns for repeat violators and the regulations in which a vehicle can be impounded.

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

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

STAFF RECOMMENDATION: Staff recommends approval and adoption of Ordinance No. 774.

ATTACHMENTS: Ordinance No. 774 – Impoundment

ORDINANCE NO. 774

AN ORDINANCE PROVIDING FOR THE IMPOUNDMENT OF VEHICLES USED IN CERTAIN CRIMES, NON-CRIMINAL VIOLATIONS, AND CODE VIOLATIONS; PROVIDING FOR PRELIMINARY AND FINAL HEARINGS ON SEIZURES AND IMPOUNDMENTS; ESTABLISHING PENALTIES AND FINES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Brooksville is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances;

WHEREAS, pursuant to Section 1.03 and Section 2.13 of the Charter of the City of Brooksville, the City has the power to enable it to conduct municipal functions and to adopt ordinances; and,

WHEREAS, Chapters 901 and 943, Florida Statutes, define and provide for municipal law enforcement; and,

WHEREAS, use of vehicles in the commission of crimes is detrimental to the safety, health and welfare of the City's residents; and,

WHEREAS, use of vehicles in the commission of non-criminal infractions and code violations is detrimental to the safety, health and welfare of the City's residents; and,

WHEREAS, pursuant to §316.1955, Florida Statutes, law enforcement officers are authorized to remove vehicles parked in a designated parking spot for use by physically disabled persons in violation of §316; and,

WHEREAS, pursuant to Fla. Stat. Ch. §705 and §715, law enforcement officers are authorized to remove vehicles which are abandoned or unclaimed; and,

WHEREAS, pursuant to Section 38-54 of the City's Code of Ordinances, law enforcement officers are authorized to take and remove vehicles from property when such vehicle constitutes a traffic or other public hazard.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Brooksville, Florida as follows:

SECTION 1. DEFINITIONS. The following definitions shall apply for the purposes of this ordinance:

(a.) Business Days means any day, Monday through Friday, which is not designated as an official City holiday.

(b.) Owner means the person(s) or entity to whom a particular motor vehicle is registered or titled; such term shall also mean all other persons whom can be reasonably identified as having a legal interest in the vehicle including lessors, renters or lien holders.

(c.) Vehicle means any device capable of being moved upon a public highway or public waterway and in, upon or by which any person or property may be transported or drawn upon a public highway or public waterway.

(d.) Hearing Officer means the code enforcement hearing officer(s) appointed by the City Council pursuant to Sections 2-191 to 2-200 of the City Code of Ordinances.

(e.) Stolen means the trespassory taking and carrying away of the tangible personal property of another with the intent to permanently deprive.

(f.) Police Officer means any person who is elected, appointed, or employed by the City; who is vested with authority to bear arms, and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal criminal, traffic or highway laws of the state, county or city. This definition includes all certified supervisory and command personnel of the police department, but does not include support personnel employed by the City Police Department.

SECTION 2. SEIZURE AND IMPOUNDMENT OF VEHICLES. The City may cause to be seized, removed or impounded a vehicle when:

(a) a police officer has probable cause to believe that the vehicle:

1. Was used to facilitate the commission or attempted commission of an act of prostitution, assignation or lewdness as defined in Fla. Stat. §796.07, as amended; or

2. Contains any controlled substance as defined in Fla. Stat. §893.02, as amended; or

3. Was used, intended or attempted to be used, to facilitate the commission of any violation of Fla. Stat. §316.061 (leaving the scene of an accident), as amended; or

4. Was used, intended or attempted to be used, to facilitate the commission of any violation of Fla. Stat. §322.34(2), as amended, driving while license suspended, revoked, canceled, disqualified (with knowledge); or

5. Was used, intended or attempted to be used, to facilitate the commission of any violation of Fla. Stat. Chapter 893 (drug abuse, prevention and control), as amended.

(b) A police officer has probable cause to believe that the operator of the vehicle or other person in charge of the vehicle is incapacitated to such an extent as to be unable to provide for its custody, control or removal.

(c) The operator of any vehicle is taken into custody by the police department and such motor vehicle would thereby be left unattended.

(d) The vehicle is parked in a designated parking space for physically disabled persons in violation of Fla. Stat. §316.1955, as amended.

(e) The vehicle, the continued presence of which, because of the physical location or condition of the motor vehicle poses a danger to the public safety or to the motor vehicle.

(f) A police officer has probable cause to believe that the vehicle was used to facilitate the commission of any violation of Fla. Stat. §316.3045, as amended, (operation of radios or other sound making devices in vehicles) or Section 82-52 (operation of radios or other mechanical sound making devices or instruments in vehicles) of the City's Code of Ordinances; provided that a motor vehicle bearing the same license plate or an owner /operator has been previously cited for a violation of Fla. Stat. §316.3045, Section 82-52, unlawful or illegal parking, or any City Code regulating parking, traffic or vehicles and the citations are outstanding for more than thirty (30) calendar days and have not been disposed of by payment of the fine or otherwise cancelled as a result of an order by the hearing officer.

(g) The vehicle is unlawfully parked in violation of a provision of this Code which prohibits the parking of vehicles at the place where or time when such motor vehicle is found and a vehicle bearing the same license plate or an owner/operator has been previously cited for violations of any City Code provision regulating parking, traffic or vehicles and the citations are outstanding for more than thirty (30) calendar days and have not been disposed of by payment of the fine or otherwise cancelled as a result of an order by the hearing officer.

Except that, this section shall not apply and no vehicle shall be seized or impounded pursuant to this section if a law enforcement agency seizes the vehicle pursuant to the Florida Contraband Forfeiture Act.

SECTION 3. PROCEDURES UPON SEIZURE OR IMPOUNDMENT. Upon seizing a vehicle, the police officer or other officer or agent of the City shall:

(a.) Arrange for the towing or removal of the vehicle; and,

(b.) Provide written notice to any present owner, or person in control of the vehicle, of the fact of the seizure, the right to request a preliminary hearing pursuant to Section 4 and the right to request a final hearing pursuant to Section 5; and,

(c.) Provide notice of seizure by hand delivery or send notice by certified mail to all other owner(s) of the vehicle at address(es) set forth in the vehicle registration, if any, within three (3) business days of the date of seizure; and,

(d.) Notices as required by paragraph (b) and (c) of this Section 3 shall include the fact of the seizure, the right to request a preliminary hearing pursuant to Section 4 and the right to request a final hearing pursuant to Section 5.

SECTION 4. PRELIMINARY HEARING. Any owner of a seized or impounded vehicle may request a preliminary hearing in accordance with the following requirements:

(a.) Within five (5) calendar days of receipt of the notice of seizure any owner may request a preliminary hearing by delivering to the city, at the address set forth in the notice, a written request for a preliminary hearing. The written request must be received by the city within the allotted time or the right to a preliminary hearing shall be waived. The request must include a telephone number(s) where the owner or the owner's designated agent can be telephonically notified of the date, time and location of the preliminary hearing, and the hours indicating when the owner or designated agent will be available for such telephonic notification.

(b.) Upon timely receipt of an owner's written request for a preliminary hearing, the city shall schedule a hearing to be held within five (5) calendar days following the date of receipt of the request, or as soon as practicable thereafter. Notice of the preliminary hearing shall be provided in accordance with notice requirements set forth in Section 2-196 of the Code of Ordinances and shall include the date, time and location of the preliminary hearing. If the requesting owner fails to attend the preliminary hearing, and the hearing officer finds that the city has complied with the notice procedures, as set forth herein, then such failure shall constitute a waiver of the owner's right to a preliminary hearing. Any failure of the requesting owner to receive actual notice of the preliminary hearing shall not otherwise invalidate the administrative penalty proceedings as set forth herein.

(c.) The preliminary hearing shall be held before a hearing officer. The sole issue to be considered by the hearing officer is whether the seizing police officer, or other officer or agent of the City, had probable cause under this section to seize and impound the vehicle. The formal rules of evidence shall not apply and hearsay evidence, including any relevant police report, is admissible. The burden of demonstrating probable cause is on the city.

(d.) If a preliminary hearing is not requested, or if it was waived, or if the hearing officer finds that there was probable cause to seize and impound the vehicle, then the vehicle shall continue to be impounded pending final hearing or the payment of the appropriate administrative civil penalty or fine, as designated in Section 9, together with all towing costs and storage and outstanding penalties or fines for citations previously issued. Alternatively, the owner may secure release of the vehicle by posting a cash bond, either by money order or certified check, in the amount of the administrative penalty together with all towing and storage costs and outstanding penalties or fines for citations previously issued, plus final hearing costs of fifty dollars (\$50.00). If no probable cause is found at the preliminary hearing, the vehicle shall be released to the owner as soon as practical without the imposition of an administrative fine, towing and storage costs or hearing costs.

SECTION 5. FINAL HEARING. A final hearing may be requested by any owner in accordance with the following provisions:

(a.) The vehicle owner may request a final hearing by delivering to the city, within fifteen (15) calendar days of receipt of the notice of seizure, a request for a final hearing. The request must be delivered to the address provided in the notice of seizure and must include an address where the owner or the owner's designated agent can be notified of the date, time, and place of the final hearing.

(b.) Upon timely receipt of a request for final hearing, the city shall schedule a hearing to be held within thirty (30) calendar days of the receipt of the request, or as soon as practicable thereafter. The city shall provide written notice, in accordance with notice requirements set forth in Section 2-196 of the Code of Ordinances, to the requesting owner at the address on the request for final hearing. The notice shall state the date, time and location of the final hearing to be conducted by the hearing officer pursuant to this section.

(c.) If an owner fails to timely request a final hearing, or if the owner fails to attend the final hearing, and the hearing officer finds that the city has complied with the notice procedures as set forth herein, then such failure shall constitute a waiver of the owner's right to a final hearing and it shall be deemed admitted that the seized vehicle was used in violation of Section 2.

(d.) If not waived, the final hearing shall be held before the hearing officer. The formal rules of evidence will not apply at the final hearing and hearsay evidence shall be admissible. The city shall have the burden to prove by clear and convincing evidence that the vehicle was used as set forth in Section 2. It shall be a defense that the vehicle was stolen at the time that it was seized and impounded; or that the owner was without knowledge as to the use of the vehicle in any violation of Section 2. The owner of the vehicle shall have the burden to prove said defense by a preponderance of the evidence.

(e.) If the final hearing has been waived, or if, after the hearing, the hearing officer finds by clear and convincing evidence that the vehicle was used as set forth in Section 2, the hearing officer shall enter an order authorizing the continued impoundment of the vehicle pending payment of the appropriate administrative civil penalty prescribed in Section 9, towing and storage costs, outstanding penalties or fines for citations previously issued and hearing costs of fifty dollars (\$50.00) or until otherwise released by the city. In the event that an owner is in possession of his or her vehicle due to a bond posted pursuant to Section 4 and the bond amount is insufficient to satisfy the administrative civil penalty and costs identified in the hearing officer's order, the remaining balance shall be paid within five (5) calendar days of the date of the final order. If the hearing officer finds that the city did not meet its burden of proof, or that the vehicle owner has proven by a preponderance of the evidence a valid defense as set forth in paragraph (d) above, the vehicle shall be released to the vehicle owner as soon as practicable without the imposition of an administrative penalty, towing, storage or hearing costs, and any cash bond posted shall be returned.

SECTION 6. ENFORCEMENT; SALE; PROCEEDS; LIEN.

(a) A copy of the final order issued by the hearing officer shall be recorded in the public record and, upon recording shall constitute a lien against the vehicle. The City as holder of a lien against the vehicle, to the extent the lien has not been discharged or otherwise satisfied, may enforce the lien in any manner provided by law after ninety (90) calendar days from the date of the final order.

(b) If the vehicle against which the lien is created is still under impoundment ninety (90) calendar days from the date of the final order and the owner has not satisfied the lien or the lien has not otherwise been discharged, the City may elect to sell the vehicle through a public sale or auction.

(c) If the custodian elects to sell the vehicle, he or she must do so at public sale by competitive bidding. Notice of the time and place of the sale shall be given to the owner and an advertisement of the sale shall be published once a week for two consecutive weeks in a newspaper of general circulation in the county where the sale is to be held. The notice shall include a statement that the sale shall be subject to any and all liens, except the city's lien. The advertisement must include a description of the vehicle and the time and place of the sale. The sale may take place no earlier than ten (10) calendar days after the final publication.

(d) If the owner is absent from the sale, the proceeds of a public sale pursuant to this Section, after payment and satisfaction of the City's lien and the costs of transportation, storage and publication of notice, shall be deposited with the City into an interest-bearing trust account not later than thirty (30) calendar days after the date of sale and held there for one year. If no claim is made for these funds within a period of one year after the date of the sale, the proceeds shall become the property of the City and deposited into the appropriate City fund.

(e) In the event that the sale proceeds are insufficient to satisfy the amount owed pursuant to the hearing officer's final order and the costs of transportation, storage and publication of notice, the order shall constitute a lien against any real or personal property owned by the vehicle owner. Such lien shall be superior to all other liens, except a lien for taxes, and shall bear interest at the maximum rate allowed by law, as set forth in Fla. Stat. §687.03, as amended from time to time, from the date of its filing. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the real or personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. The city attorney or his designee is authorized to foreclose any lien established hereby in the same manner as is provided by law for the foreclosure of other municipal liens or alternatively, as provided by law for the foreclosure of mortgages. No lien created pursuant to this chapter may be foreclosed on real property which is homestead under §4, Art. X of the State Constitution. In an action to enforce an order or to foreclose on a lien as provided in this section, the city shall be entitled to recover all costs, including a reasonable attorney's fee, which it incurs thereby.

(f) Any vehicle not disposed by public sale shall become the property of the city and may thereafter be disposed of in accordance with the provisions of applicable law.

SECTION 7. EXCEPTIONS.

(a.) The Police Chief, or his designee, is hereby authorized to enter into settlement agreements as may be appropriate to accomplish the objectives of this Ordinance.

(b.) Nothing herein shall prohibit the city from releasing a vehicle seized under the provisions of this Ordinance, if such release is determined to be in the best interests of the city.

(c.) Nothing herein shall be construed to prohibit the city from enforcing the provisions of this Ordinance against a vehicle initially seized pursuant to the Florida Contraband Forfeiture Act (but not both) if in the best interest of the city.

(d.) Nothing herein shall preclude the City from utilizing the procedures specified under state law or under Chapter 38 of the City's Code of Ordinances governing the towing, storage and liens for the removal and storage of abandoned motor vehicles.

SECTION 8. APPEALS. The owner of the vehicle which was seized and impounded may appeal a ruling or order of the hearing officer by proceedings in the circuit court for the county in accordance with Rule 9.190, the Florida Rules of Appellate Procedure. An appeal shall be filed within thirty (30) calendar days of the execution of the order to be appealed. The nature of the appeal shall be from a final administrative order.

SECTION 9. ADMINISTRATIVE CIVIL PENALTIES AND FINES. The following penalties and fines apply:

(a) A first violation shall be subject to an administrative civil penalty of two hundred dollars (\$200.00) plus all towing and storage fees as well as any applicable hearing costs; and any other applicable penalties or fines provided for in the City's Code of Ordinances.

(b) A second violation shall be subject to an administrative civil penalty of two hundred fifty dollars (\$250.00) plus all towing and storage fees as well as any applicable hearing costs; and any other applicable penalties or fines provided for in the City's Code of Ordinances.

(c) A third violation shall be subject to an administrative civil penalty of five hundred dollars (\$500.00) plus all towing and storage fees as well as any applicable hearing costs; and any other applicable penalties or fines provided for in the City's Code of Ordinances.

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

validity of the remaining portions thereof.

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

SECTION 12. AMENDMENT TO CODE. This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 82 Traffic and Vehicles.

SECTION 13. CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, 12, 13 and 14 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 14. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

CITY OF BROOKSIVLLE, FLORIDA

Attest:

Janice Peters, City Clerk

By: _____
Joe Bernardini, Mayor/Chair

PASSED on First Reading _____
NOTICE Published on _____
PASSED on Second & Final Reading _____

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

VOTE OF COUNCIL:
Council Member Bernardini _____
Council Member Bradburn _____
Council Member Johnston _____
Council Member Lewis _____
Council Member Pugh _____

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



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

**VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER**

Handwritten signature of T. Jennene Norman-Vacha in cursive.

**FROM: JENNIFER C. REY, ESQ.
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY**

Handwritten signature of Jennifer C. Rey in cursive.

**SUBJECT: PERSONNEL POLICIES AND PROCEDURES: ORIENTATION
AND TRAINING, DISCIPLINE AND CORRECTIVE ACTION,
GRIEVANCE PROCEDURE, AND SEPARATION OF
EMPLOYMENT**

DATE: JUNE 29, 2009

GENERAL SUMMARY: Staff has initiated a comprehensive review of the City's existing personnel policy manual. As a result, a variety of personnel policies will be researched, revised and updated over the course of the coming year. These proposed policies, if approved, shall apply to all employees except those employees in collective bargaining units unless the union waives its right to bargain on these policies, the union has approved these policies, or as provided in a collective bargaining agreement. The following policies are proposed for Council's approval:

- ***Section 8.00 Disciplinary/Corrective Action.*** The proposed policy replaces Sections 8.00 Demotion, Suspension, Dismissal, Section 8.01 Suggested Discipline, Section 8.03 Supervisor's Role, Section 8.04 Appeals, and Section 8.05 Disciplinary Deductions for Exempt Employees of the current policy manual. It sets forth the City's option with respect to disciplinary and corrective action measures.
- ***Section 9.00 Grievance Procedure.*** The proposed policy replaces Sections 9.00 Grievance Policy, Section 9.01 Grievance Procedure, and Section 9.02 Waiver of Procedures of the current policy manual. It sets forth the City's grievance procedure and provides for a statutory grievance procedure for those employees who have specific statutory grievance rights.
- ***Section 10.00 Separation of Employment.*** The proposed policy replaces Sections 10.00 Resignations, Section 10.01 Reduction in Force, Section 10.02 and Section 10.03 Discharge of the current policy manual. It provides for definitions of various means of separation of employment and sets forth notice requirements.

BUDGET IMPACT: There is no budget impact as a result of the adoption of the proposed policies.

LEGAL REVIEW: Council has the legal authority to set policy for operations and management of its employees. In addition, the travel allowance policy and the conflict of interest policy are derived from statutory requirements on the use of public funds or for public officials. With respect to collective bargaining units, in the absence of a negotiated collective bargaining agreement, the proposed policies will not apply to members of the collective bargaining units until such time as the policies are approved by the union, the union waives its right to bargain on the policy, or until a collective bargaining agreement is in place.

STAFF RECOMMENDATION: Staff recommends approval and adoption of the personnel policies Section 8.00 Disciplinary/Corrective Action, Section 9.00 Grievance Procedure, and Section 10.00 Separation of Employment as proposed. Said policies shall be effective upon adoption, except with respect to collective bargaining units.

ATTACHMENTS: Section 8.00 Disciplinary/Corrective Action
Section 9.00 Grievance Procedure
Section 10.00 Separation of Employment

Chapter VIII Disciplinary Action

SECTION 8.00 DISCIPLINARY/CORRECTIVE ACTION

(Replaces Sections 8.00 Demotion, Suspension, Dismissal, Section 8.01 Suggested Discipline, Section 8.03 Supervisor's Role, Section 8.04 Appeals, and Section 8.05 Disciplinary Deductions for Exempt Employees)

I. POLICY

It is the policy of the City to handle disciplinary/corrective action based upon the details of the individual act committed by the Employee and the totality of the circumstances regarding the policy infraction; however, the City commits to applying discipline in a nondiscriminatory manner.

II. DEFINITIONS

- A. Demotion means the reassignment of an Employee to another position with a reduction in pay for disciplinary reasons. Non-disciplinary demotions are made at-will by the City Manager for operational reasons.
- B. Termination is the involuntary separation of an Employee from City employment.
- C. Suspension means the temporary relief of an Employee from duty in which the Employee is directed not to report to work. An Employee that is suspended may or may not be paid for the time away from work.

III. PROCEDURE

- A. Conduct or acts which violate any City policy or procedure, including the policies outlined in this Manual, will subject the Employee to corrective action.
- B. Appropriate action will be determined by the City on a case by case basis, taking into account the totality of the circumstances. The City Manager or designee, or a Department Director with the approval of the City Manager, may take the disciplinary measures as set forth herein or as otherwise provided in this Manual.
- C. Disciplinary Measures. Among the available disciplinary measures that may be taken as a result of an Employee's improper act, conduct, or policy/procedure violation, etc. are as follows: verbal warning, written reprimand, suspension, demotion, or termination. Any of these measures may be applied at any time where circumstances warrant such measures.

- D. Disciplinary Appeals. An Employee whose employment with the City has been suspended without pay, demoted, dismissed or terminated may appeal the decision through the Grievance/Complaint Procedure.
- E. Law Enforcement or Firefighter Bill of Rights. Discipline of City Employees who are subject to the provisions of Florida Statutes §112.532 Law Enforcement Officers and Correctional Officers Rights and §112.82 Rights of Firefighters shall be afforded those rights as required by statute.
- F. Collective Bargaining Units. For those Employees subject to a Collective Bargaining Agreement, disciplinary measures and corrective action will be taken in accordance with the City's policies and procedures, unless otherwise superseded by the terms of the Collective Bargaining Agreement.

Chapter IX Grievance
SECTION 9.00 GRIEVANCE PROCEDURE

(Replaces Sections 9.00 Grievance Policy, Section 9.01 Grievance Procedure, and Section 9.02 Waiver of Procedures)

I. POLICY

Every Employee is encouraged to discuss work-related complaints or problems with their Department Director, or designee, or with management and to appeal discipline which the Employee thinks is unfair or not in accordance with established practices, policies and procedures.

II. DEFINITION

A. Grievance is defined as the application of a policy and/or a term and condition of employment that affects the Employee to an extent where the Employee believes such application is unjust or inequitable.

III. PROCEDURE

A. Initial Action. If an Employee has a Grievance, the Employee is encouraged to first discuss the Grievance with his or her Immediate Supervisor, who should attempt to resolve the Grievance.

B. Prohibited Acts. At no time should an Employee voice complaints or Grievances among fellow Employees or others who are not in a position to take corrective action.

C. Alternative. Occasionally, an Employee's Grievance involves his or her Immediate Supervisor. In such circumstances, the Employee may discuss the Grievance with the next higher level of management, the City Manager or a designee assigned by the City Manager to hear Grievances.

D. Appeal. If the Employee's Grievance is not settled satisfactorily during the Initial Action (or Alternative), the Employee may appeal the Grievance.

1. All appeals must be submitted in writing and received by the City Manager, or designee, within fourteen (14) calendar days after the adverse decision.

2. The City Manager will render a final decision on the matter after appropriate investigation. The decision of the City Manager shall be deemed final and binding on all persons.

E. Statutory Appeal Procedure. If an Employee is statutorily entitled to a due process appeal of a Grievance, the Employee's appeal must be submitted in writing and received by the City Manager, or its designee, within fourteen (14) calendar days after notice of an adverse action.

1. Failure of an Employee to file an appeal in a timely fashion, unless an extension has been granted in advance and in writing, will be deemed an automatic abandonment of his or her appeal.
 2. Upon receipt of a timely appeal, the City Manager shall arrange a hearing in accordance with the statute governing same. Proceedings may be recorded by tape, video or other recorder or by a court reporter, if permitted by law.
 3. The Hearing Officer shall consider the evidence before him or her and make Findings of Fact and Conclusions of Law, which shall be final and binding on all concerned. At his or her option, the City Manager may delegate to another Department Director, an attorney or other person to hold the hearing whereupon such appointed Hearing Officer shall conduct the hearing, make recommended Findings of Fact and suggested Conclusions of Law. The City shall be bound by the recommended findings of fact as long as they are supported by probative evidence in the record (as determined by the City Manager). However, the City shall not be bound by the Conclusions of Law; and the City Manager shall make the final decision for the City with respect to all Grievances. The City shall bear the fee of any substitute for the City Manager which he or she delegates.
 4. The time limits set forth above may be extended upon written request for reasons considered appropriate by the City Manager, or its designee.
 5. In the event a grievance is filed which involves two (2) or more Employees in the same or similar event, happening or condition, the City Manager may rule that the Grievance will be consolidated for hearing and decision.
- F. City Employees who are subject to the provisions of Florida Statutes §112.532 Law Enforcement Officers and Correctional Officers Rights and §112.82 Rights of Firefighters shall be afforded those rights as required by statute.
- G. Collective Bargaining Units. For those Employees subject to a Collective Bargaining Agreement, these Grievance Procedures shall apply, unless otherwise superseded by the terms of the Collective Bargaining Agreement.

Chapter X Terminations

SECTION 10.00 SEPARATION OF EMPLOYMENT

(Replaces Sections 10.00 Resignations, Section 10.01 Reduction in Force, Section 10.02 and Section 10.03 Discharge)

I. POLICY

In accordance with Florida Law, City of Brooksville is an “at will” employer and may terminate an Employee at-will, without cause and without advanced notice. The City desires a smooth transition in the event of an employee’s separation of employment.

II. DEFINITIONS

A. Layoff is a involuntary separation in which the Employee’s job has been eliminated.

B. Resignation. The following voluntary acts of the Employee are defined as a Resignation:

1. A voluntary separation when the Employee gives the City at least two weeks written notice prior to the departure date.
2. Any absence from work without notice to the City.
3. Failure to return from an authorized Leave of Absence (including Family and Medical Leave) as arranged with the City.
4. Acts defined in this Manual including refusal to take a drug test/alteration of drug test or refusing to work during a catastrophic event.

C. Retirement is a voluntary separation in which the Employee ceases employment with the City due to the Employee’s eligibility to receive retirement compensation benefits.

D. Separation is any means of ending employment with the City to include resignation, termination or retirement

E. Termination is an involuntary separation of employment in which the Employee is removed from the payroll by the City for any reason other than voluntary resignation.

III. PROCEDURE

A. At-Will Status. The City is an “at-will” employer and may terminate an Employee at-will, without cause and without advance notice to the Employee.

B. Resignation. Employees who wish to voluntarily resign are to provide a minimum of two weeks written notice to the City. When an Employee resigns with notice and a

future date is established for separation, immediate removal from duties may occasionally be desirable to minimize the adverse effect on other Employees or to allow the Employee to seek new employment. In such cases, up to two weeks pay may be provided in lieu of work during the notice period, with the prior approval of the City Manager. When an Employee resigns with less than two weeks notice or as a result of one of the other acts of resignation defined above, the City is not required to provide payment for any period other than for actual Hours Worked.

- C. Layoffs. Should it become necessary to abolish or eliminate a position or reduce the number of City Employees because of reorganization or shortage of funds, the City may lay off any Employee.
- D. Return of Equipment and Keys. Prior to the last day of work, the Employee must return all equipment, uniforms, keys and other City property in his or her possession. The City reserves the right to deduct for any amounts owed to the Employee, the cost of all City property including uniforms, keys and safety equipment that is not returned. If the Employee fails to return the property, the City may pay the Employee only the statutory wage rates regardless of other payment agreements prior to the act of resignation.
- E. Employment References for Separated Employees. Please refer to the section of this manual entitled Personnel Records and Privacy.

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – July 06, 2009

1. **TYPE:** Letter
 DATE: May 13, 2009
 RECEIVED FROM: Southern Hills Plantation I Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Notification of Public Hearing adopting FY2008/09 Proposed Budget
2. **TYPE:** Letter
 DATE: May 13, 2009
 RECEIVED FROM: Southern Hills Plantation III Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Notification of Public Hearing adopting FY2008/09 Proposed Budget
3. **TYPE:** Letter
 DATE: May 15, 2009
 RECEIVED FROM: Southern Hills Plantation III Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Notification of Public Hearing adopting Proposed FY 2009/10 Budget
4. **TYPE:** Letter
 DATE: May 28, 2009
 RECEIVED FROM: United States Environmental Protection Agency
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: American Recovery & Reinvestment Act/Funding for Nat'l. Clean Diesel
 Funding Assistance Program
5. **TYPE:** Memo
 DATE: June 1, 2009
 RECEIVED FROM: Florida League of Cities, Inc.
 ADDRESSED TO: Municipal Key Official
 SUBJECT: 83rd Annual Conference – FL Cities – *the Heart of the Citizen*
 VOTING DELEGATE & RESOLUTION INFORMATION
 August 13-15, 2009 – Orlando World Center Marriott/Orlando
6. **TYPE:** Letter
 DATE: June 10, 2009
 RECEIVED FROM: Life South Community Blood Centers
 ADDRESSED TO: City of Brooksville
 SUBJECT: Thanking City of Brooksville Employees for Participation in Recent Blood
 Drive
7. **TYPE:** Motion for Authority to Use Cash Collateral
 DATE: June 11, 2009
 RECEIVED FROM: Norman & Bullington, P.A.
 ADDRESSED TO: City of Brooksville
 SUBJECT: Debtor's Emergency Motion for Authority to Use Cash Collateral
 In re: Hernando Beach, Inc/d/b/a Southern Pines Condominium
8. **TYPE:** Letter
 DATE: June 12, 2009
 RECEIVED FROM: Southern Hills Plantation I Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Notification of Public Hearing adopting Proposed FY2009/10 Budget
9. **TYPE:** Ord. of Dismissal With Prejudice: Innovators Investment Group vs. COB
 DATE: June 2009
 RECEIVED FROM: The Hogan Law Firm
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Order of Dismissal With Prejudice

10. **TYPE:** Letter
 DATE: June 26, 2009
 RECEIVED FROM: FDEP/Heather Perry & Rebecca Lockenbach
 ADDRESSED TO: Emory Pierce, Director of Public Works
 SUBJECT: Notice of Increase in Priority Score Funding Threshold & Budget Reduction
 Procedures for the FL Petroleum Cleanup Preapproval Program

NOTE: COPIES OF ALL CORRESPONDENCE ON FILE IN THE OFFICE OF THE CITY CLERK

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SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

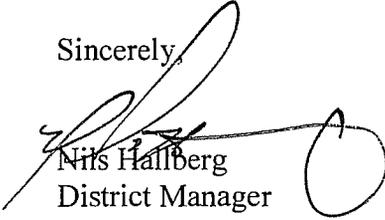
May 13, 2008

Ms. Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2008/2009 for the Southern Hills Plantation III Community Development District. A public hearing to consider the adoption of this item has been scheduled for August 14, 2008, at 1:30 p.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,


Nils Hallberg
District Manager

Enclosures: FY 08-09 Proposed Budget

* SHP "I"

CTN
07-06-08

BUDGET TEMPLATE

Southern Hills I
 Community Development District
 General Fund
 Budget Worksheet
 Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
REVENUES							
Special Assessments							
Assessments	334,571	334,571	328,030	6,541	485,136	157,106	
Other Miscellaneous Revenues							
Developer Contributions							
TOTAL REVENUES	334,571	334,571	328,030	6,541	485,136	157,106	
EXPENDITURES							
<i>Administrative</i>							
Legislative							
Supervisor Fees							
Financial & Administrative							
District Management	8,400	16,800	16,800	-	17,500	700	
Admin Services	3,300	6,600	6,600	-	6,900	300	
District Engineer	9,920	19,840	10,000	(9,840)	12,000	2,000	
Disclosure Report	5,000	5,000	5,000	-	5,000	-	
Trustees Fees	1,990	3,980	5,280	1,300	5,500	220	
Tax Collector Fees **					150	150	
Financial Advisory Services	6,400	6,800	6,800	-	7,100	300	
Accounting Services	8,250	16,500	16,500	-	17,200	700	
Auditing Services		8,000	9,500	1,500	8,000	(1,500)	
Arbitrage Rebate Calculation	1,575	1,575	2,000	425	1,575	(425)	
Travel Per Diem							
Postage, Phone, Faxes & Copies							
Rentals & Leases							
Public Officials Liability Insurance	1,540	3,080	3,475	395	3,475	-	
Legal Advertising	143	286	1,500	1,214	1,500	-	

BUDGET TEMPLATE

Southern Hills I
 Community Development District
 General Fund
 Budget Worksheet
 Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Bank Fees	2	4	1,000	996	500	(500)	
Dues, Licenses & Fees	175	175	175	-	175	-	
Miscellaneous Fees	-	-	500	500	500	-	
Website Development & Maintenance	-	-	-	-	-	-	
Property Taxes	-	-	-	-	-	-	
Legal Counsel	-	-	-	-	-	-	
District Counsel	1,827	3,654	7,000	3,346	6,000	(1,000)	
<i>Administrative Subtotal</i>	48,522	92,294	92,130	(164)	93,075	945	
<i>Field Operations</i>							
Electric Utility Services	-	-	2,575	2,575	-	(2,575)	
Utility Services	-	-	-	-	-	-	
Utility - Recreation Facilities	-	-	-	-	-	-	
Street Lights	7,069	14,138	14,255	117	16,632	2,377	
Gas Utility Services	-	-	-	-	-	-	
Utility Services	-	-	-	-	-	-	
Utility - Recreation Facilities	-	-	-	-	-	-	
Garbage/Solid Waste Control	-	-	-	-	-	-	
Garbage - Recreation Facility	-	-	-	-	-	-	
Solid Waste Assessment Rec Facility	-	-	-	-	-	-	
Water-Sewer Combination Services	-	-	-	-	-	-	
Utility Services	104	208	15,840	15,632	15,840	-	based on \$40,000 for irrigation Blvd.
Utility - Recreation Facility	-	-	-	-	-	-	
Water-Reclaimed	-	-	-	-	-	-	
Water-Fountain	-	-	-	-	-	-	
Water-Pool	-	-	-	-	-	-	
Stormwater Control	-	-	-	-	-	-	
Fountain Service Repairs & Maintenance	-	-	-	-	-	-	
Lake/Pond Bank Maintenance	20,653	41,306	54,000	12,694	76,584	22,584	Anticipating 10 additional ponds for FY 08/09
Aquatic Contract	22,893	45,786	33,000	(12,786)	38,000	5,000	
Mitigation Area Monitoring & Maintenance	-	-	-	-	-	-	
Wetland Monitoring & Maintenance	-	-	-	-	-	-	

BUDGET TEMPLATE

Southern Hills I
Community Development District
General Fund
Budget Worksheet
Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Upland Monitoring & Maintenance	-	-	-	-	-	-	
Lake/Pond Repair	11,407	22,814	400	(22,414)	30,000	29,600	
Miscellaneous Expense	-	-	-	-	-	-	
Aquatic Plant Replacement	-	-	5,000	5,000	5,000	-	
Other Physical Environment	-	-	-	-	-	-	
Employee-Salaries	-	-	-	-	-	-	
Employee-P/R Taxes	-	-	-	-	-	-	
Employee-Workers' Comp	-	-	-	-	-	-	
Employee-Health Insurance	-	-	-	-	-	-	
General Liability Insurance	687	1,374	640	(734)	725	85	
Property Casualty Insurance	1,081	2,162	2,400	238	2,400	-	
Fountain Service Repairs & Maintenance	-	-	-	-	-	-	
Entry & Walls Maintenance	55	110	1,190	1,080	1,200	10	
Landscape Maintenance	33,318	66,636	40,000	(26,636)	70,000	30,000	
Irrigation Repairs and Maintenance	414	828	7,920	7,092	5,000	(2,920)	
Equipment Rental	-	-	-	-	-	-	
Clock Maintenance Contract	-	-	-	-	-	-	
Landscape Replacement Plants, Shrubs, Trees	1,822	3,644	31,680	28,036	31,680	-	
Miscellaneous Expense	-	-	-	-	24,000	24,000	
Capital Improvements	-	-	-	-	-	-	
Road & Street Facilities	-	-	-	-	-	-	
Gate Phone	-	-	-	-	-	-	
Street Sweeping	-	-	-	-	-	-	
Gate Maintenance	-	-	-	-	-	-	
Street Light/Decorative Light Maintenance	-	-	1,200	1,200	-	(1,200)	
Roadway Repair & Maintenance	-	-	-	-	-	-	
Sidewalk Repair & Maintenance	-	-	800	800	-	(800)	
Parking Lot Repair & Maintenance	-	-	-	-	-	-	
Miscellaneous Expense	-	-	-	-	-	-	

BUDGET TEMPLATE

Southern Hills I
 Community Development District
 General Fund
 Budget Worksheet
 Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Parks & Recreation	-	-	-	-	-	-	
Employee-Salaries	-	-	-	-	-	-	
Employee-P/R Taxes	-	-	-	-	-	-	
Employee-Workers' Comp	-	-	-	-	-	-	
Employee-Health Insurance	-	-	-	-	-	-	
Management Contract	-	-	-	-	-	-	
Public Pay Phone	-	-	-	-	-	-	
Clubhouse Facility Maintenance	-	-	-	-	-	-	
Clubhouse Telephone, Fax, Internet	-	-	-	-	-	-	
Cable Television	-	-	-	-	-	-	
Clubhouse Facility Landscaping	-	-	-	-	-	-	
Clubhouse Office Supplies	-	-	-	-	-	-	
Clubhouse Facility Janitorial Service	-	-	-	-	-	-	
Clubhouse Facility Irrigation	-	-	-	-	-	-	
Pool/Water Park/Fountain Maint	-	-	-	-	-	-	
Security System	-	-	-	-	-	-	
Clubhouse Furniture Replacement	-	-	-	-	-	-	
Clubhouse Lighting Replacement	-	-	-	-	-	-	
Clubhouse Equipment Rental	-	-	-	-	-	-	
Clubhouse Miscellaneous Expense	-	-	-	-	-	-	
Park Restroom Maintenance	-	-	-	-	-	-	
Athletic/Park Court/Field Repairs	-	-	-	-	-	-	
Trail/Bike Path Maintenance	-	-	-	-	-	-	
Boardwalk Maintenance	-	-	-	-	-	-	
Miscellaneous Expenses	-	-	-	-	-	-	
Capital Improvements	-	-	-	-	-	-	
Law Enforcement	-	-	-	-	-	-	
Off Duty Deputy Services	-	-	-	-	-	-	

BUDGET TEMPLATE

Southern Hills I
Community Development District
General Fund
Budget Worksheet
Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Security Operations	-	-	-	-	-	-	
Employee-Salaries	-	-	-	-	-	-	
Employee-P/R Taxes	-	-	-	-	-	-	
Employee-Workers' Comp	-	-	-	-	-	-	
Employee-Health Insurance	-	-	-	-	-	-	
Security Contract	-	-	-	-	-	-	
Guard & Gate Facility Maintenance	-	-	-	-	-	-	
Security System	-	-	-	-	-	-	
Misc. Operating Supplies	-	-	-	-	-	-	
Security Patrol	-	-	-	-	-	-	
Miscellaneous Expense	-	-	-	-	-	-	
Capital Improvements	-	-	-	-	-	-	
Special Events	-	-	-	-	-	-	
Special Events	-	-	-	-	-	-	
Contingency	-	-	-	-	-	-	
Miscellaneous contingency	-	-	25,000	25,000	25,000	-	
Capital Reserve	-	-	-	-	-	-	
<i>Field Operations Subtotal</i>	99,503	199,006	235,900	36,894	342,061	106,161	
Contingency for TRIM notice	-	-	-	-	50,000	50,000	
TOTAL EXPENDITURES	148,025	291,300	328,030	36,730	485,136	157,106	
Balance Forward from Prior Year	-	-	-	-	-	-	
EXCESS OF REVENUES OVER EXPENDITURES	186,546	43,271	-	(30,189)	-	-	

Collection and Discount % applicable to the county: 8.0%

Gross assessments \$ 527,322

Note:

1. Preliminary financial statements were used for this exercise.
2. Developer Contribution or Levied Assessments to cover 100% of the budgeted expenditures. Exclude other revenue sources from projection. Interest Earnings are excluded from this exercise.

(2)

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

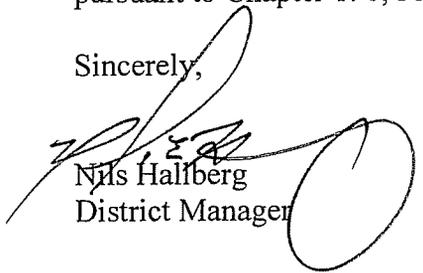
May 13, 2008

Ms. Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2008/2009 for the Southern Hills Plantation III Community Development District. A public hearing to consider the adoption of this item has been scheduled for August 14, 2008, at 1:30 p.m. (or immediately thereafter the adjournment of the Southern Hills Plantation I CDD) at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,


Nils Hallberg
District Manager

Enclosures: FY 08-09 Proposed Budget

CTN
7-06-09

BUDGET TEMPLATE

Southern Hills III
Community Development District
General Fund
Budget Worksheet
Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
REVENUES							
Special Assessments							
Assessments		-		-			
Interest Income	199						
Other Miscellaneous Revenues							
Developer Contributions	74,600	118,591	177,697	(59,106)	200,732	23,035	
	-	-	-	-			
	-	-	-	-			
TOTAL REVENUES	74,799	118,591	177,697	(59,106)	200,732	23,035	
EXPENDITURES							
<i>Administrative</i>							
Legislative							
Supervisor Fees							
Financial & Administrative							
District Management	8,400	16,800	16,800	-	17,500	700	
Admin Services	2,700	5,400	5,400	-	5,650	250	
District Engineer	3,190	6,380	10,000	3,620	7,500	(2,500)	
Disclosure Report	-	5,000	5,000	-	-	(5,000)	
Trustees Fees							
Tax Collector Fees **							
Financial Advisory Services	1,800	3,600	3,600	-	3,750	150	
Accounting Services	6,600	13,200	13,200	-	13,750	550	
Auditing Services	1,500	6,800	9,000	2,200	7,100	(1,900)	
Arbitrage Rebate Calculation			2,000	2,000	1,575	(425)	
Travel Per Diem							
Postage, Phone, Faxes & Copies							
Rentals & Leases							
Public Officials Liability Insurance	1,240	2,480	2,475	(5)	2,500	25	
Legal Advertising	113	226	1,500	1,274	1,000	(500)	
Bank Fees	30	60	100	40	150	50	

BUDGET TEMPLATE

Southern Hills III
 Community Development District
 General Fund
 Budget Worksheet
 Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Dues, Licenses & Fees	175	175	170	(5)	175	5	
Miscellaneous Fees	-	-	400	400	250	(150)	
Website Development & Maintenance	-	-	-	-	-	-	
Property Taxes	-	-	-	-	-	-	
Legal Counsel	-	-	-	-	-	-	
District Counsel	1,629	3,258	10,000	6,742	5,000	(5,000)	
<i>Administrative Subtotal</i>	27,377	63,379	79,645	16,266	65,900	(13,745)	
<i>Field Operations</i>							
Electric Utility Services	-	-	-	-	-	-	
Utility Services	-	-	1,547	1,547	-	(1,547)	
Utility - Recreation Facilities	-	-	-	-	-	-	
Street Lights	4,208	8,416	8,570	154	10,000	1,430	
Gas Utility Services	-	-	-	-	-	-	
Utility Services	-	-	-	-	-	-	
Utility - Recreation Facilities	-	-	-	-	-	-	
Garbage/Solid Waste Control	-	-	-	-	-	-	
Garbage - Recreation Facility	-	-	-	-	-	-	
Solid Waste Assessment Rec Facility	-	-	-	-	-	-	
Water--Sewer Combination Services	-	-	-	-	-	-	
Utility Services	67	134	9,520	9,386	9,520	-	
Utility - Recreation Facility	-	-	-	-	-	-	
Water-Reclaimed	-	-	-	-	-	-	
Water-Fountain	-	-	-	-	-	-	
Water-Pool	-	-	-	-	-	-	
Stormwater Control	-	-	-	-	-	-	
Fountain Service Repairs & Maintenance	-	-	-	-	-	-	
Lake/Pond Bank Maintenance	393	786	950	164	952	2	
Aquatic Contract	251	502	550	48	595	45	
Mitigation Area Monitoring & Maintenance	-	-	-	-	-	-	
Wetland Monitoring & Maintenance	-	-	-	-	-	-	

BUDGET TEMPLATE

Southern Hills III
 Community Development District
 General Fund
 Budget Worksheet
 Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Upland Monitoring & Maintenance	-	-	-	-	-	-	
Lake/Pond Repair	-	-	250	250	250	-	
Miscellaneous Expense	-	-	-	-	-	-	
Aquatic Plant Replacement	-	-	-	-	-	-	
Other Physical Environment	-	-	-	-	-	-	
Employee-Salaries	-	-	-	-	-	-	
Employee-P/R Taxes	-	-	-	-	-	-	
Employee-Workers' Comp	-	-	-	-	-	-	
Employee-Health Insurance	-	-	-	-	-	-	
General Liability Insurance	259	518	650	132	300	(350)	
Property Casualty Insurance	1,027	2,054	1,500	(554)	2,500	1,000	
Fountain Service Repairs & Maintenance	-	-	-	-	-	-	
Entry & Walls Maintenance	33	66	725	659	1,000	275	
Landscape Maintenance	20,024	40,048	23,800	(16,248)	41,000	17,200	
Irrigation Repairs and Maintenance	249	498	4,800	4,302	5,000	200	
Equipment Rental	-	-	-	-	-	-	
Clock Maintenance Contract	-	-	-	-	-	-	
Landscape Replacement Plants, Shrubs, Trees	1,095	2,190	19,000	16,810	19,000	-	
Miscellaneous Expense	-	-	-	-	1,000	1,000	
Capital Improvements	-	-	-	-	-	-	
Road & Street Facilities	-	-	-	-	-	-	
Gate Phone	-	-	-	-	-	-	
Street Sweeping	-	-	-	-	-	-	
Gate Maintenance	-	-	-	-	-	-	
Street Light/Decorative Light Maintenance	-	-	715	715	715	-	
Roadway Repair & Maintenance	-	-	-	-	-	-	
Sidewalk Repair & Maintenance	-	-	475	475	3,000	2,525	
Parking Lot Repair & Maintenance	-	-	-	-	-	-	

BUDGET TEMPLATE

Southern Hills III
 Community Development District
 General Fund
 Budget Worksheet
 Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Miscellaneous Expense	-	-	-	-	-	-	
Parks & Recreation							
Employee-Salaries	-	-	-	-	-	-	
Employee-P/R Taxes	-	-	-	-	-	-	
Employee-Workers' Comp	-	-	-	-	-	-	
Employee-Health Insurance	-	-	-	-	-	-	
Management Contract	-	-	-	-	-	-	
Public Pay Phone	-	-	-	-	-	-	
Clubhouse Facility Maintenance	-	-	-	-	-	-	
Clubhouse Telephone, Fax, Internet	-	-	-	-	-	-	
Cable Television	-	-	-	-	-	-	
Clubhouse Facility Landscaping	-	-	-	-	-	-	
Clubhouse Office Supplies	-	-	-	-	-	-	
Clubhouse Facility Janitorial Service	-	-	-	-	-	-	
Clubhouse Facility Irrigation	-	-	-	-	-	-	
Pool/Water Park/Fountain Maint	-	-	-	-	-	-	
Security System	-	-	-	-	-	-	
Clubhouse Furniture Replacement	-	-	-	-	-	-	
Clubhouse Lighting Replacement	-	-	-	-	-	-	
Clubhouse Equipment Rental	-	-	-	-	-	-	
Clubhouse Miscellaneous Expense	-	-	-	-	-	-	
Park Restroom Maintenance	-	-	-	-	-	-	
Athletic/Park Court/Field Repairs	-	-	-	-	-	-	
Trail/Bike Path Maintenance	-	-	-	-	-	-	
Boardwalk Maintenance	-	-	-	-	-	-	
Miscellaneous Expenses	-	-	-	-	-	-	
Capital Improvements	-	-	-	-	-	-	
Law Enforcement	-	-	-	-	-	-	

BUDGET TEMPLATE

Southern Hills III
 Community Development District
 General Fund
 Budget Worksheet
 Fiscal Year 2008-2009

Chart of Accounts Classification	Actual YTD through 3/31/08	Projected Annual Totals for 2007/2008	Annual Budget 2007/2008	Projected Budget variance for 2007/2008	Budget for 2008/2009	Budget Increase (Decrease) vs Projected 2008/2009	Comments
Off Duty Deputy Services	-	-	-	-	-	-	
Security Operations	-	-	-	-	-	-	
Employee-Salaries	-	-	-	-	-	-	
Employee-P/R Taxes	-	-	-	-	-	-	
Employee-Workers' Comp	-	-	-	-	-	-	
Employee-Health Insurance	-	-	-	-	-	-	
Security Contract	-	-	-	-	-	-	
Guard & Gate Facility Maintenance	-	-	-	-	-	-	
Security System	-	-	-	-	-	-	
Misc. Operating Supplies	-	-	-	-	-	-	
Security Patrol	-	-	-	-	-	-	
Miscellaneous Expense	-	-	-	-	-	-	
Capital Improvements	-	-	-	-	-	-	
Special Events	-	-	-	-	-	-	
Special Events	-	-	-	-	-	-	
Contingency	-	-	-	-	-	-	
Miscellaneous contingency	-	-	25,000	25,000	25,000	-	
Capital Reserve	-	-	-	-	-	-	
Field Operations Subtotal	27,606	55,212	98,052	42,840	119,832	21,780	
Contingency for TRIM notice	-	-	-	-	15,000	15,000	
TOTAL EXPENDITURES	54,983	118,591	177,697	59,106	200,732	23,035	
Balance Forward from Prior Year	-	-	-	-	-	-	
EXCESS OF REVENUES OVER EXPENDITURES	19,816	-	-	(118,212)	-	-	

Collection and Discount % applicable to the county:

8.0%

Gross assessments

\$

-

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

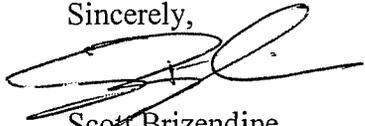
May 15, 2009

Ms. Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2009/2010 for the Southern Hills Plantation III Community Development District. A public hearing to consider the adoption of this item has been scheduled for August 13, 2009, at 1:30 p.m. (or immediately thereafter the adjournment of the Southern Hills I meeting.) at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,



Scott Brizendine
District Manager

Enclosures: FY 09-10 Proposed Budget

CTM
07.06.09

Budget Template
Southern Hills Plantation III Community Development District
General Fund
Fiscal Year 2009/2010

	Chart of Accounts Classification	Actual YTD through 03/31/09	Projected Annual Totals 2008/2009	Annual Budget for 2008/2009	Projected Budget variance for 2008/2009	Budget for 2009/2010	Budget Increase (Decrease) vs 2008/2009	Comments
8	REVENUES							
9								
14	Contributions from Private Sources							
15	Developer Contributions	46,313	90,868	185,252	(94,384)	129,950	(55,302)	
16								
17	TOTAL REVENUES	46,313	90,868	185,252	(94,384)	129,950	(55,302)	
18								
19	EXPENDITURES							
20	Administrative							
21	Legislative							
22	Supervisor Fees	0	0	0	0	2,400	2,400	
23	Financial & Administrative							
24	Administrative Services	2,781	5,562	5,562	0	5,729	167	
25	District Management	8,652	17,304	17,304	0	17,823	519	
29	Financial Consulting Services	1,854	3,708	3,708	0	3,819	111	
30	Accounting Services	6,798	13,596	13,596	0	14,004	408	
31	Auditing Services	500	7,100	7,100	0	6,500	(600)	
32	Arbitrage Rebate Calculation	0	1,575	1,575	0	0	(1,575)	
33	District Engineer	420	840	7,500	(6,660)	5,000	(2,500)	
37	Public Officials Liability Insurance	1,256	2,512	2,500	12	2,600	100	
38	Legal Advertising	128	256	1,000	(744)	500	(500)	
39	Bank Fees	151	302	150	152	400	250	
40	Dues, Licenses & Fees	175	350	175	175	175	0	
41	Miscellaneous Fees	0	0	250	(250)	500	250	
44	Legal Counsel				0			
45	District Counsel	575	1,150	5,000	(3,850)	5,000	0	
46	Administrative Subtotal	23,290	54,255	65,420	(11,165)	64,450	(970)	
47								
48	Field Operations							
49	Electric Utility Services							
52	Street Lights	4,483	8,966	10,000	(1,034)	10,200	200	
59	Water - Sewer Combination Services							
60	Utility Services	336	672	9,520	(8,848)	750	(8,770)	
65	Stormwater Control							
67	Lake/Pond Bank Maintenance	333	666	952	(286)	905	(47)	
68	Aquatic Contract	251	502	595	(93)	525	(70)	
72	Lake/Pond Repair	0	0	250	(250)	250	0	
74	Aquatic Plant Replacement	0	0	0	0	0	0	
75	Other Physical Environment							
80	General Liability Insurance	259	519	300	219	255	(45)	
81	Property Casualty Insurance	521	1,042	2,500	(1,458)	1,100	(1,400)	
83	Entry & Walls Maintenance	14	28	1,000	(972)	800	(200)	
84	Landscape Maintenance	11,675	23,350	41,000	(17,650)	30,000	(11,000)	
85	Irrigation Repairs and Maintenance	434	868	5,000	(4,132)	3,000	(2,000)	
88	Landscape Replacement Plants, Shrubs, Trees	0	0	19,000	(19,000)	5,000	(14,000)	
89	Miscellaneous Expense	0	0	1,000	(1,000)	1,000	0	
90	Road & Street Facilities							
94	Street Light/Decorative Light Maintenance	0	0	715	(715)	715	0	
95	Roadway Repair & Maintenance	0	0	0	0	0	0	
96	Sidewalk Repair & Maintenance	0	0	3,000	(3,000)	1,000	(2,000)	
139	Contingency							
140	Miscellaneous contingency	0	0	25,000	(25,000)	10,000	(15,000)	
141	Capital Reserves	0	0	0	0	0	0	
142	Capital Improvements	0	0	0	0	0	0	
143	Field Operations Subtotal	18,307	36,613	119,832	(83,219)	65,500	(54,332)	
144								
145	Contingency for TRIM notice							
146								
147	TOTAL EXPENDITURES	41,597	90,868	185,252	(94,384)	129,950	(55,302)	
148								
149	Balance Forward from Prior Year							
150								
151	EXCESS OF REVENUES OVER EXPENDITURES	4,716	0	0	0	0	0	

8.0%

Collection and Discount % applicable to the county:

Gross assessments

5

Notes:

- 1 Preliminary financial statements were used for this exercise.
- 2 Developer Contribution or Levied Assessments to cover 100% of the budgeted expenditures Exclude other revenue sources from projection Interest Earnings are excluded from this exercise
- 3 Tax Roll Collection Costs for Hernando County is 8.0% of Tax Roll Budgeted net of tax roll assessments See Assessment Table
- 4 If financing needed for operations until tax roll assessments are received, include financing costs in Miscellaneous Expense
- 5 The assessments will be reclassified (on roll vs off roll) as appropriate based on the respective percentage of platted lots



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

4

RECEIVED
JUN 05 2009
BY: [Signature]

MAY 28 2009

Emory Pierce
City of Brooksville, DPW
600 S. Brooksville Ave
Brooksville FL 34601

Re: American Recovery and Reinvestment Act
Funding for the National Clean Diesel
Funding Assistance Program,
EPA-ARRA-OAR-OTAQ-09-06

Dear Mr. Pierce:

On April 28, 2009, the U.S. Environmental Protection Agency (EPA), Request for Applications (RFA) for the National Clean Diesel program closed. You submitted an application for the EPA Region 4 portion of the solicitation. We have completed our eligibility and threshold criteria review of proposals submitted in response to the RFA. I regret to inform you that your proposal was deemed ineligible because the application does not substantially comply with the application submission instructions and requirements specified in the RFA, Section IV, and therefore does not meet threshold eligibility criteria. Specifically, you submitted a one-page narrative which failed to substantially address the evaluation criteria.

I appreciate your efforts in preparing the proposal and recognize that a significant amount of work is involved in putting together this type of proposal.

According to EPA Order 5700.5A1, you have the right to obtain clarification of this determination. You must request a debriefing within fifteen (15) calendar days of receipt of this letter by contacting Alan Powell, our Southeast Diesel Collaborative Competition Coordinator, at powell.alan@epa.gov with the subject line "Ineligibility determination debriefing request." For further information about the debriefing process and your dispute rights with respect to competition-related issues under the funding announcement, please refer to Section VI of the RFA.

Sincerely,

for Richard A. Schutt
Chief
Air Planning Branch

ATN
7-30-09



5

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com

TO: Municipal Key Official
FROM: Michael Sittig, Executive Director
DATE: June 1, 2009
SUBJECT: 83rd Annual Conference – *Florida's Cities – the Heart of the Citizen*
VOTING DELEGATE AND RESOLUTION INFORMATION
August 13-15, 2009 – Orlando World Center Marriott/Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the Orlando World Center Marriott in Orlando, Florida on August 13-15. This year we are celebrating *Florida's Cities – the Heart of the Citizen* which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2008.

Registration materials have already been sent to each municipality. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 9, 2009.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than July 27, 2009.**

Attachments: Form Designating Voting Delegate
Procedures for Submitting Conference Resolution

President **Carmine Priore**, Vice Mayor, Wellington
First Vice President **John Marks**, Mayor, Tallahassee • Second Vice President **Joy Cooper**, Mayor, Hallandale Beach
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

CM
7.06.09

**83rd Annual Conference
Florida League of Cities, Inc.
August 13-15, 2009
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Or Fax to Gail Dennard at (850) 222-3806

**Procedures for Submitting Resolutions
Florida League of Cities' 83rd Annual Conference
Orlando World Center Marriott
Orlando, Florida
August 13-15, 2009**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 9, 2009, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

Important Dates

May 30, 2009

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 30

Appointment of Resolutions Committee Members

July 9

Deadline for Submitting Resolutions to the League office

August 13

League Standing Council Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 15

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

6

12395 Cortez Boulevard
Brooksville, Florida 34613

(352) 596-2002
(352) 597-1663
(888) 795-

www.lifesouth.org



Hernando Region

June 10, 2009

Julie Sherriden
City of Brooksville
201 Howell Ave.
Brooksville, FL 34601

Dear Julie,

On behalf of the LifeSouth Community Blood Centers and the patients we serve, I want to thank you and the donors that participated in the recent blood drive. Organizations such as yours enable us to meet the continuing need for blood in our community hospitals.

It takes a whole community to save a life. One pint of blood has the potential to save three lives. It is a silent gift of hope and life. The results of your last blood drive are:

DATE OF DRIVE:	06-5-09
PROSPECTIVE DONORS:	11
DONORS DEFFERRED:	0
ACTUAL DONATIONS:	11

If you have any questions about your blood drives, please contact me at (352) 596-2002
Thank You for playing such an important part in our community's blood supply.

Sincerely,

Ray Hill
Donor Recruiter

Your non-profit community blood center serving hospitals in Florida, Alabama and Georgia.

CTN
07.06.09



Hernando Region
12395 Cortez Boulevard
Brooksville, Florida 34613
352 596 2002
352 597 1653 fax

Chairperson Blood Drive Evaluation Form

Please take a moment of complete this evaluation and return it in the self-addressed, stamped envelope provided. Your comments and feedback are vital to ensuring we maintain quality service to you, your organization and our donors.

Location: City of Brooksville Date(s) of Drive: Friday, June 5, 2009

Did you receive your Posters or Flyers within two weeks of your blood drive?

Yes No

Comments: _____

Did the blood mobile arrive & leave according to schedule (Did they stay to take all of your donors)?

Yes No

Comments: _____

Did our staff members come in to let you know they were ready & were they professional, friendly and courteous?

Yes No

Comments: _____

Were you warmly greeted upon entering the mobile?

Yes No

Comments: _____

Was our bloodmobile/setup clean and functioning properly? What refreshments would you like in the future?

Yes No

Comments: _____

Prior to or during drive, did your recruiter call or visit?

Yes No

Comments: _____

Would you like a sign-up sheet to schedule your donors?

Yes No

Comments: _____

Were your donors satisfied with the blood donation process?

Yes No

Comments: _____

Any additional comments or questions?

THANK YOU !

Rec'd 6/11/09
7

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

Case No. 8:09-bk-12037-CED

(3)

HERNANDO BEACH, INC.
d/b/a SOUTHERN PINES CONDOMINIUM

Debtor. _____ /

**DEBTOR'S EMERGENCY MOTION FOR AUTHORITY TO
USE CASH COLLATERAL**

The Debtor, Hernando Beach, Inc. d/b/a Southern Pines Condominium, by and through its undersigned attorney, Sheila D. Norman, pursuant to Section 363(c)(2)(B) of the Bankruptcy Code, respectfully moves for an Order Authorizing Use of Cash Collateral and as grounds therefore would state as follows:

1. The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on June 8, 2009.
2. No trustee has been appointed or qualified, Debtor is a Debtor-in-Possession.
3. The Debtor is engaged in a condominium development business.
4. Cortez Bank has an undisputed lien on the Debtor's accounts receivables.
5. In order for the Debtor to remain in business, it is imperative that it have the use of its receivables for its normal operating expenses.
6. Debtor agrees to pay to Cortez Bank adequate protection payments in the amount of \$1,500.00 per month, which exceeds the interest only payment required by the note.

WHEREFORE, the Debtor respectfully requests this Honorable Court enter an

CTN
Rec'd 6-15-09

Order authorizing it to use cash collateral and for such other and further relief as is just in the premises.



Sheila D. Norman, Esquire
NORMAN AND BULLINGTON, P.A.
1905 W. Kennedy Boulevard
Tampa, Florida 33606
(813) 251-6666
Florida Bar #849642
Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic notification or U.S. Mail to Hernando County Tax Collector, 20 North Main Street, Room 112, Brooksville, Florida 34601; Ford Motor Credit, PO Box 105697, Atlanta, GA 30348; Center State Bank, NA, 12435 Cortez Boulevard, Brooksville, Florida 34613; Ford Motor Credit, c/o Alan Mulally, President, One American Road Dearborn, MI 48126 to the attached mailing matrix; and **via certified mail** to John C. Corbett, President and CEO, Center State Bank, 1101 First Street South, Winter Haven, Florida 33880; Don Page, President, Cortez Community Bank, 1000 South Broad Street, Brooksville, Florida 34601; on this 9th day of June, 2009.



Sheila D. Norman, Esquire

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

Case No. 8:09-bk-12037-CED

HERNANDO BEACH, INC.
d/b/a SOUTHERN PINES CONDOMINIUM

Debtor. _____ /

**CERTIFICATION OF NECESSITY AND REQUEST FOR EMERGENCY
HEARING ON EMERGENCY MOTION
FOR AUTHORITY TO USE CASH COLLATERAL**

I HEREBY CERTIFY, as a member of the Bar of this Court, that I have carefully examined the matter under consideration and to the best of my knowledge, information and belief formed after reasonable inquiry, all allegations are well grounded in fact and all contentions are warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law can be made, that the matter under consideration is not interposed for any improper purpose, such as to harass, to cause delay, or to increase the cost of litigation, and there is just cause to request a consideration of the matter on an emergency basis.

I CERTIFY FURTHER that there is a true necessity for an emergency hearing, specifically because the Debtor requires use of it's accounts receivables in order to continue to operate. The Debtor anticipates that a hearing will be needed by June 17, 2009 or as soon thereafter as possible.

I HEREBY CERTIFY FURTHER that the necessity of this emergency hearing has not been caused by any lack of due diligence on my part, but has been brought about only by circumstances beyond my control or that of my client. I further certify that

this motion is filed with full understanding of Bankruptcy Rule 9011 and the consequences of noncompliance with same.

DATED this 9th day of June, 2009.



Sheila D. Norman, Esquire
NORMAN AND BULLINGTON, P.A.
1905 W. Kennedy Boulevard
Tampa, Florida 33606
(813) 251-6666
Florida Bar #849642
Sheila@normanandbullington.com
Attorney for Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic notification or U.S. Mail to United States Trustee, 501 E. Polk Street, Suite 1200, Tampa, Florida 33602; Hernando County Tax Collector, 20 North Main Street, Room 112, Brooksville, Florida 34601; Ford Motor Credit, PO Box 105697, Atlanta, GA 30348; Center State Bank, NA, 12435 Cortez Boulevard, Brooksville, Florida 34613; Ford Motor Credit, c/o Alan Mulally, President, One American Road Dearborn, MI 48126 to the attached mailing matrix; and **via certified mail** to John C. Corbett, President and CEO, Center State Bank, 1101 First Street South, Winter Haven, Florida 33880; Don Page, President, Cortez Community Bank, 1000 South Broad Street, Brooksville, Florida 34601; on this 9th day of June, 2009.



Sheila D. Norman, Esquire

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

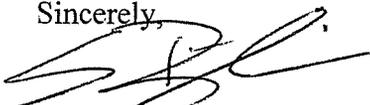
June 12, 2009

Ms. Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2009/2010 for the Southern Hills Plantation I Community Development District. A public hearing to consider the adoption of this item has been scheduled for August 13, 2009, at 1:30 p.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,



Scott Brizendine
District Manager

Enclosures: FY 09-10 Proposed Budget

CYN
07.06.09

Budget Template
Southern Hills Plantation I Community Development District
General Fund
Fiscal Year 2009/2010

	Chart of Accounts Classification	Actual YTD through 03/31/09	Projected Annual Totals 2008/2009	Annual Budget for 2008/2009	Projected Budget variance for 2008/2009	Budget for 2009/2010	Budget Increase (Decrease) vs 2008/2009	Comments
8	REVENUES							
9								
10	Special Assessments							
11	Assessments - Off Roll	60,061	60,061	60,061	0	48,674	(11,387)	Based on current allocations
12	Assessments - Tax Roll	337,499	337,499	330,476	7,023	275,820	(54,656)	Based on current allocations
13								
14	Contributions from Private Sources							
15	Developer Contributions	0	0	0	0	0	0	
16								
17	TOTAL REVENUES	397,560	397,560	390,537	7,023	324,494	(66,043)	
18								
19	EXPENDITURES							
20	Administrative							
21	Legislative							
22	Supervisor Fees	0	0	0	0	2,400	2,400	
23	Financial & Administrative							
24	Administrative Services	3,399	6,798	6,798	0	7,002	204	
25	District Management	8,652	17,304	17,304	0	17,823	519	
26	Disclosure Report	5,000	5,000	5,000	0	5,000	0	
27	Trustees Fees	1,940	3,880	5,500	(1,620)	4,000	(1,500)	
28	Tax Collector Fees **	0	0	150	(150)	0	(150)	
29	Financial Consulting Services	6,002	7,004	7,004	0	7,214	210	
30	Accounting Services	8,498	16,996	16,995	1	17,505	510	
31	Auditing Services	0	8,000	8,000	0	5,950	(2,050)	
32	Arbitrage Rebate Calculation	1,575	1,575	1,575	0	1,575	0	
33	District Engineer	1,208	2,416	12,000	(9,584)	5,000	(7,000)	
37	Public Officials Liability Insurance	1,561	3,122	3,475	(353)	3,200	(275)	
38	Legal Advertising	192	384	1,500	(1,116)	500	(1,000)	
39	Bank Fees	13	26	500	(474)	150	(350)	
40	Dues, Licenses & Fees	175	175	175	0	175	0	
41	Miscellaneous Fees	0	0	500	(500)	0	(500)	
44	Legal Counsel							
45	District Counsel	931	1,862	6,000	(4,138)	5,000	(1,000)	
46	Administrative Subtotal	39,146	74,542	92,476	(17,934)	82,494	(9,982)	
47								
48	Field Operations							
49	Electric Utility Services							
50	Utility Services	0	0	0	0	0	0	
51	Utility - Recreation Facilities	0	0	0	0	0	0	
52	Street Lights	8,935	17,870	16,632	1,238	17,000	368	
59	Water - Sewer Combination Services							
60	Utility Services	559	1,119	15,840	(14,721)	800	(15,040)	
65	Stormwater Control							
67	Lake/Pond Bank Maintenance	28,004	56,008	76,584	(20,576)	73,000	(3,584)	
68	Aquatic Contract	17,355	34,710	38,000	(3,290)	35,000	(3,000)	
69	Mitigation Area Monitoring & Maintenance	0	0	0	0	0	0	
72	Lake/Pond Repair	0	0	30,000	(30,000)	15,000	(15,000)	
73	Miscellaneous Expense	0	0	0	0	0	0	
74	Aquatic Plant Replacement	0	0	5,000	(5,000)	5,000	0	
75	Other Physical Environment							
80	General Liability Insurance	1,012	2,024	725	1,299	700	(25)	
81	Property Casualty Insurance	867	1,734	2,400	(666)	1,800	(600)	
83	Entry & Walls Maintenance	404	808	1,200	(392)	1,200	0	
84	Landscape Maintenance	19,421	38,842	65,000	(26,158)	45,000	(20,000)	
85	Irrigation Repairs and Maintenance	4,192	8,384	5,000	3,384	5,900	900	
88	Landscape Replacement Plants, Shrubs, Trees	13,788	27,576	21,680	5,896	14,000	(7,680)	
89	Miscellaneous Expense	0	0	0	0	0	0	
90	Road & Street Facilities							
92	Street Sweeping	0	0	0	0	0	0	
94	Street Light/Decorative Light Maintenance	0	0	0	0	0	0	
95	Roadway Repair & Maintenance	0	0	0	0	0	0	
96	Sidewalk Repair & Maintenance	0	0	0	0	0	0	
97	Parking Lot Repair & Maintenance	0	0	0	0	0	0	
98	Miscellaneous Expense	0	0	0	0	0	0	
99	Contingency	0	0	20,000	(20,000)	10,000	(10,000)	
140	Miscellaneous contingency	0	0	0	0	0	0	
141	Capital Reserves	0	0	0	0	0	0	
142	Capital Improvements	0	0	0	0	0	0	
143	Field Operations Subtotal	94,537	189,075	298,061	(108,986)	224,400	(73,661)	

Budget Template
Southern Hills Plantation I Community Development District
General Fund
Fiscal Year 2009/2010

	Chart of Accounts Classification	Actual YTD through 03/31/09	Projected Annual Totals 2008/2009	Annual Budget for 2008/2009	Projected Budget variance for 2008/2009	Budget for 2009/2010	Budget Increase (Decrease) vs 2008/2009	Comments
144						17,600		
145	Contingency for TRIM notice							
146								
147	TOTAL EXPENDITURES	133,683	263,616	390,537	(126,921)	324,494	(83,643)	
148								
149	Balance Forward from Prior Year							
150								
151	EXCESS OF REVENUES OVER EXPENDITURES	263,877	133,943	0	133,943	(0)	17,600	

Collection and Discount % applicable to the county: 8.0%

Gross assessments \$ 299,804

Notes:

1. Preliminary financial statements were used for this exercise.
2. Developer Contribution or Levied Assessments to cover 100% of the budgeted expenditures. Exclude other revenue sources from projection. Interest Earnings are excluded from this exercise.
- ** 3. Tax Roll Collection Costs for Hernando County is 8.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.
4. If financing needed for operations until tax roll assessments are received, include financing costs in Miscellaneous Expense.
5. The assessments will be reclassified (on roll vs. off roll) as appropriate based on the respective percentage of platted lots.

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR HERNANDO COUNTY, FLORIDA

INNOVATORS INVESTMENT GROUP,
LLC, a Florida limited liability company,

Plaintiff,

vs.

Case No: H-27-CA-2008-0001

CITY OF BROOKSVILLE, a Florida
Municipal corporation,

Defendant.

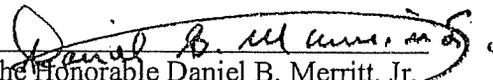
_____ /

ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE coming on to be heard upon the filing of Plaintiff, INNOVATORS INVESTMENT GROUP, LLC, Notice of Voluntary Dismissal with Prejudice, and the Court being fully advised in the premises, it is therefore:

ORDERED and ADJUDGED that this matter is hereby DISMISSED WITH PREJUDICE by the parties.

DONE and ORDERED at Brooksville, Hernando County, Florida, this 11th day of June, 2009.

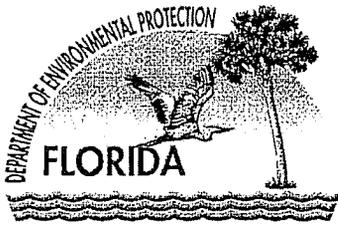

The Honorable Daniel B. Merritt, Jr.
Circuit Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order of Dismissal with Prejudice has been furnished via Courthouse Mail, to The Hogan Law Firm, Thomas S. Hogan, Jr., Esq., and regular U.S. Mail to, Jacob D. Varn, Esq., Fowler, White, Boggs, P.A., Post Office Box 11240, Tallahassee Florida 32302, this 11 day of June, 2009.


Judicial Assistant

GTN
07-06-09



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

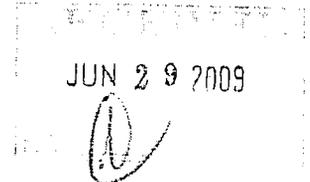
June 26, 2009

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

Emory Pierce
Director of Public Works
600 South Brooksville Drive
Brooksville, Florida 34601



Subject: Notice of Increase in Priority Score Funding Threshold and Budget Reduction
Procedures for the Florida Petroleum Cleanup Preapproval Program
BROAD STREET R/W
Intersection of South Main & Broad Street
Brooksville, Hernando County
FDEP Facility ID# 279805507
Site Score: 59

Dear Mr. Pierce:

Due to legislative changes in funding for Florida's petroleum cleanup program the priority score for active site cleanup has been increased from 45 to 60, effective May 14, 2009. Generally cleanups will continue at sites that are scored 60 and higher. Cleanup work may also continue at some sites if there is an active remediation system on the property. But in most cases sites scored 59 and lower will not be funded at this time. The Department is hopeful that the program's funding structure will stabilize soon allowing for more active cleanups.

We apologize for any impacts that this change in funding may have on your business or operation, however the Department simply has no choice but to take these actions now. If you want a more complete explanation of the funding situation and the strategy that the Department is implementing to address this new funding reality please visit our web site at the following address: www.dep.state.fl.us/waste/categories/pcp/default.htm and click the box titled "Important Announcement - June 12, 2009." If you have any questions about the status of your site please call me at 850-877-1133, Ext. 3720, through Mail Station 4590 at the letterhead address or by E-mail at hperry@ene.com.

Sincerely,

Heather Perry
Site Manager
Ecology & Environment, Inc.
Petroleum Cleanup Section 6
Bureau of Petroleum Storage Systems

Rebecca Lockenbach
FDEP Section Leader
Petroleum Cleanup Section 6
Bureau of Petroleum Storage Systems

cc: George Foster, Creative Environmental Solutions, Inc.,
GFoster@creativeenvironmental.com