

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

AGENDA

October 5, 2009

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. 2009 Centennial Freedom Fund Banquet Proclamation

Proclamation in honor of the Hernando NAACP's 100th year of existence.

Presentation: Mayor
Attachments: Proclamation

2. JBCC Fee Waiver - Hispanic Scholarship Civic and Cultural Foundation

Consideration of waiver in the amount of \$450 for use of JBCC.

Presentation: Gladys del S. Pedersen, President
Attachments: Memo from Director of Parks, Facilities & Recreation dated 09/21/09

3. Brittany M. Barrett Proclamation

Proclamation honoring the accomplishments of Brittany M. Barrett and congratulations on being nominated for the Florida Wheelchair Player of the Year by USTA.

Presentation: Mayor
Attachments: Proclamation

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

July 13, 2009	Budget Workshop
August 11, 2009	Budget Workshop
August 17, 2009	Regular Meeting
September 9, 2009	1 st Budget Hearing

2. Public Works and Parks Departments Uniforms

Consideration of Piggy-back on Hernando County's bid award to Unifirst Corp. of Ocala, FL and authorize the Mayor to sign appropriate agreement upon review by City Attorney.

REGULAR COUNCIL MEETING AGENDA – OCTOBER 5, 2009

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from City Clerk dated 09/24/09, Attachments 1-3

F. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. Alcoholic Beverage Location Permit

Consideration of Category “B” Permit for the property located at 208 E. Fort Dade.

Presentation: Director of Community Development
Recommendation: Approval of Permit
Attachments: Memo from Director of Community Development dated 10/05/09; Application

G. REGULAR AGENDA

1. Brooksville Housing Authority Issues and PILOT Waiver Request

Review of outstanding issues and PILOT waiver request.

Presentation: City Manager & City Attorney
Recommendation: Direction to Staff
Attachments: Memo from City Attorney dated 09/24/09; Exhibits 1-6

2. Economic Development Website Agreement

Consideration of agreement with Husebo Advertising and authorization to establish Economic Development Fund.

Presentation: City Manager & City Clerk
Recommendation: Approval of Agreement
Attachments: Memo from City Clerk dated 09/22/09, Agreement

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

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.

City of Brooksville
Proclamation

WHEREAS, in 1909 the efforts of a group of concerned citizens sparked the creation of one of our nation's oldest civil rights organizations, to be known as the National Association for the Advancement of Colored People, or the NAACP as it is more commonly known; and,

WHEREAS, 2009 marks the 100th year of the NAACP's existence; and,

WHEREAS, the NAACP is committed to the cause of constitutional rights and an end to discrimination in the United States with the philosophy that all people should be able to enjoy freedom, liberty and opportunity, regardless of color, race or religion; and,

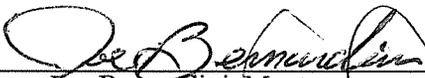
WHEREAS, the Hernando County Branch of the NAACP is holding its Twenty-Third Annual Freedom Fund Banquet on Saturday, November 7, 2009.

NOW, THEREFORE, ON BEHALF OF CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, JOE BERNARDINI, MAYOR, do hereby recognize the efforts of the members of the Hernando County Branch of the NAACP for their support and participation to insure the continuing effectiveness of our local chapter to improve the quality of life for everyone in our community and especially applaud those members honored this evening for their contributions and efforts.

FURTHER, I encourage all citizens of the City of Brooksville to recognize the accomplishments of this organization and support its endeavors to the best of their abilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 5th day of October, 2009.

CITY OF BROOKSVILLE



Joe Bernardini, Mayor



Lara Bradburn, Vice Mayor



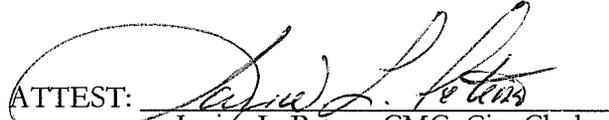
Joseph E. Johnston, III, Council Member



Richard E. Lewis, Council Member



David Pugh, Jr., Council Member

ATTEST: 

Janice L. Peters, CMC, City Clerk



**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: HISPANIC SCHOLARSHIP CIVIC AND CULTURAL
FOUNDATION- JBCC FEE WAIVER**

DATE: September 21, 2009

GENERAL SUMMARY/BACKGROUND:

The Hispanic Scholarship Civic and Cultural Foundation Inc., which is a not for profit organization, is requesting the use of the Jerome Brown Community Center and the fees to be waived for their event on Sunday April 11, 2010. The foundation would like to host a multi-cultural festival to raise funds for scholarships for under privileged Latin American students. They are considering a donation of \$2.00 to attend the event and the event is open to the public. The security deposit in the amount of \$200.00 and a certificate of insurance listing the city as an additional insured will still be required for the event.

BUDGET IMPACT:

The budget impact would be a loss of JBCC rental income in the amount of \$450.00; this will impact the FY 09/10 budget. To date, Parks/JBCC fees in the amount of \$1406.65 have been waived in the FY 09/10.

Monies have been budgeted in Council FY09/10 Budget in the amount of \$7000 for such special events. To date \$2961.10 has been expended.

LEGAL REVIEW:

The City Council has the authority to waive the fees that are being requested if deemed appropriate. Legal Counsel would not recommend co-sponsoring the event as requested by the foundation in their letter.

STAFF RECOMMENDATION:

Staff will move forward with the direction given from council.

CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT



() Jerome Brown Community Center (X) Hall () Conference Room (X) Kitchen
 () Other Facility outside areas

Name of applicant (User): HISPANIC SCHOLARSHIP CIVIC & CULTURAL FOUNDATION

If an organization, name of representative: GLADYS del S. PEDERSEN - PRESIDENT

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

Address: 952 WATERLOO COURT City: SPRING HILL State: FL Zip: 34609

Contact person: AS ABOVE Day Telephone: 352-6836235 Evening: SAME

Alternate contact person: SANTOS REYES Day Telephone: 727-856-0135 Evening: SAME

Description of event: MULTI-CULTURAL FESTIVAL CELEBRATING THE ETHNICITY OF OUR COUNTY. NAME OF EVENT: "WELCOME SPRING 2010 MULTICULTURAL FESTIVAL" Anticipated attendance: 500+ (CONSERVATIVELY)

Attendees will be: Adult Teen Elem. Preschool If youth event, number of supervising adults: _____

Day(s) of event: M - T - W - Th - F - Sa - Su Start date of event: APR. 11/09 Ending date: SAME DAY

Time event begins: 10:30 a.m. AM / PM Time event ends: AT DUSK 5:30 PM AM / PM

Set-up: Date: SAT. APR. 10, 2009 From 9 AM AM / PM, To 11-12:30 AM AM / PM

Will event be open to the general public? Yes No Admission/donation/fee²⁺: No Yes \$ 2.00 per car (MAYBE PARKING)

Food/merchandise sales*: No Yes Describe: SPANISH FOOD AND OTHER ETHNIC FOODS.

Refreshments served: No Yes Describe: DIFFERENT CLOTHING, JEWELRY, ETC.

Number of paid security officers (if applicable): _____ Scheduled from _____ AM / PM To _____ AM / PM

* If not-for-profit, attach copy of Certificate.

RATES & FEES

User Fees: The base user fee for the requested facility is \$ 150.00 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee. N/A

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

Refunds: (A) 75% of the deposit will be refunded if cancellation by applicant is received thirty (30) or more calendar days before the event date, or (B) 50% if canceled less than thirty (30) calendar days and the facility is subsequently leased for the same day/time period to another user, 25% if not re-leased.

350.00
75.00
25.00

USE AGREEMENT FORM

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, Health Department permits for provision of food, and, if applicable, authorization to use copyrighted materials.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$100,000/300,000/100,000; or \$300,000 Combined Single Limit, with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event. The City reserves the right to request higher limits to a maximum of \$100,000/300,000/500,000 or \$500,000 CSL depending on the proposed usage.
9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

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

Name: GLADYS del S. PETERSEN Applicant/User Signature: [Signature] Date: JULY 18, 2009

Insurance Required: No Yes; Certificate naming City as "Additional Insured" attached No Yes
Alcoholic Beverage Distribution/Consumption Permit No Yes (Attach copy of signed permit)

Base Rent \$ 450.00 Other \$ 200.00 Total Estimated Cost \$ 650.00 Insurance \$ 0 Deposit \$ 200.00

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

Application Approved By: _____ Date: _____
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.

Revised 05/06

Hispanic Scholarship Civic



& Cultural Foundation, Inc.

June 18, 2009

Mr. Michael Walker, Director
JEROME BROWN COMMUNITY CENTER
CITY OF BROOKSVILLE DEPT. OF PARKS & RECREATION
301 Darby Lane, Brooksville, Fl 34801-3178

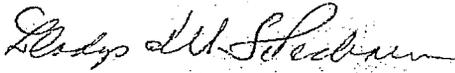
The Hispanic Scholarship Civic & Cultural Foundation, Inc. is a non profit organization established on July 22, 2005. We dedicate ourselves solely to raise funds for scholarships awarded to underprivileged Latin American students and to do charitable work. Included herewith is the letter from the IRS granting us non-profit status.

As you probably know, the month of October has been officially designated as Spanish Heritage month in this country. Appropriately, we have been celebrating our Spanish Heritage Festival every year for the past few years. We are able to do this with the help of the business community of Hernando County. This year we want to host a multi-cultural festival and are knocking at your door for help. We are asking you to consider letting us use your beautiful park and some of its facilities for this promisingly beautiful cultural event. Because of a series of setbacks related to illness in our small group we are having a very late start this year and need to hear from you very, very soon in order to start organizing and advertising this worthwhile event. With your approval, we will in turn, advertise Jerome Brown Park as co-sponsor of the event. In order to expedite the process I am faxing these materials to you and, if required, I will send you the original paper work by regular mail or deliver it to your office by hand. This would give us the opportunity to meet you and, if invited, we would be willing to attend one of your board meetings to present our case, but we cannot wait any longer to vigorously start the ball rolling. If you can present this request to your board by phone, as many organizations do given the urgency of a matter, we would be most grateful.

Please visit our web site www.hispanicscholars.org to learn more about us. My telephone number is 352 683 6235. Please give me a call to let me know your thinking. I will be anxiously waiting to hear from you.

Thank you and God bless you.

* SINCE 6/18/09, DUE TO
TIME CONSTRAINTS WE HAVE
MOVED THE DATE OF THE
EVENT TO APRIL 10, 2010.


Gladys del S. Pedersen-President

PO Box 4012, Spring Hill, Florida 34611

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

HISPANIC SCHOLARSHIP CIVIC &
CULTURAL FOUNDATION INC
482 WATERLOO CT
SPRING HILL, FL 34609

Employer Identification Number:
34-2048235
DLN:
206313021
Contact Person:
DEBORAH C MOMON-TOWNSEND ID# 75070
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 22, 2005
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

City of Brooksville
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 strength; and,

WHEREAS, Brittany M. Barrett, a 17-year old, confined to a wheelchair since 2007, has earned the pride of her family and community for her Paralympics achievements, community involvement and most recently, being nominated for the Florida Wheelchair Player of the Year through United States Tennis Association (USTA); and,

WHEREAS, Brittany has achieved many accomplishments such as Junior Coach for the quick start format of play in Hernando County, first wheelchair player to participate in Junior Team Tennis state-sectionals, Diversity Council Chair for the Nature Coast Tennis Foundation, as well as placing in numerous Wheelchair Tennis Championships and Wheelchair Opens, including being the recipient of the 2008 Jimmy Gantt Award through USTA Florida; and,

WHEREAS, Brittany continues to succeed despite her disability, living by the premise that "Tough Times Never Last....But Tough People Do"; and,

WHEREAS, the City of Brooksville is proud of Brittany for achieving nomination of the Florida Wheelchair Player of the Year.

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

1. Congratulate **Brittany M. Barrett** on being nominated for Wheelchair Player of the Year and extend best wishes for success in the upcoming competition.
2. Express pride in **Brittany M. Barrett** for her achievements, community involvement, leadership skills and ideals, which were the basis for her nomination.
3. Hereby wish **Brittany M. Barrett** good luck in all future endeavors.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 5th day of October, 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

**CITY OF BROOKSVILLE
BUDGET WORKSHOP
MINUTES**

July 13, 2009

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Richard E. Lewis and David Pugh. Also present were Jennifer Rey, 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.

PROPERTY APPRAISER PRESENTATION

Review of property values decline and future projections.

Nick Nikkinen, John Emerson and Alvin Mazourek were in attendance from the Property Appraisers Office. Nick Nikkinen distributed a handout, the 2009 Tax Roll Update (Attachment A). He indicated all charts are available on the Property Appraiser website and proceeded to give a refresher course on assessments, which included assessing in arrears as well as just, assessed, and taxable values.

He offered that foreclosures do not determine market value but in sufficient numbers can influence value. This year the Department of Revenue has allowed foreclosure sales to be indicative of true market value.

Vice Mayor Bradburn clarified that short sales and foreclosures bring a lower rate than in the last few years indicating the assessment values have been coming in lower to influence the value.

Mr. Nikkinen stated the November 2009 Tax Bill is not due until March 2010 and the value has an effective date of January 1, 2009, utilizing sales in 2008. This is an illustration of assessing in arrears. Sales data is taken from the market place. Homesteads are protected by Save Our Homes, and with property values decreasing market value has gone down but assessed value has increased due to recapture.

The Department of Revenue sends a statewide number every year requiring every Property Appraiser in the State to use when calculating Save Our Homes. This year it is .01 percent. Assessed value on homesteaded properties can only go up .01 percent this year, presuming there are no upgrades to the property. Just value is established every year by the Property Appraiser as the market value of 127,000 parcels in Hernando County. The Florida Supreme Court has held just value to be synonymous with market value. He referred to the City of Brooksville Historic Just/Market Value chart indicating preliminary numbers for 2009 reflect a decline of \$107 million dollars or 12.16 percent.

Assessed Value is properties that are covered primarily by Save Our Homes. When you first buy a house the just and assessed value are the same but if you get it homesteaded the market value increases in good times but the assessed value is capped by Save Our Homes maximum

BUDGET WORKSHOP MINUTES – JULY 13, 2009

limitations of 3 percent increases per year. A new constitutional amendment enacted for the first time this year provides for all properties to be covered by assessment limitation and not just homesteads. Homesteads can only go up a maximum of 3 percent and all the other properties can go up a maximum of 10 percent. There is a new constitutional amendment proposed in 2010 to limit that 10 percent cap down to 5 percent. The difference between assessed and market value is the differential and under Save Our Homes is portable toward a move within the State of Florida. Taxable Value is established once all applicable tax exemptions are removed from the assessed value and is reported to Mr. Baumgartner.

He referred to the City of Brooksville Historic Taxable Value chart indicating a decrease of \$98 million dollars or 17.37 percent. Further, he referred to Southern Hills and The Cascades chart indicating that since 2005 the taxable value of the City of Brooksville has been contained within those developments. The value has declined 34 percent in The Cascades and 32 percent in Southern Hills, which has a huge impact on the revenue capabilities of the City of Brooksville. He gave an example of a specific property in Southern Hills with a total decline in Market Value from 2005 to 2009 was \$221,000 or 79 percent. This is not uncommon or unique since it is the same across the State, but it is remarkable.

Vice Mayor Bradburn indicated this was not unanticipated since new developments are not always good and Council needs to be pragmatic when approving development.

The comparison of the 2008 versus 2009 Tax Roll Breakdown by DOR Code was discussed, referring to the City of Brooksville code chart. He indicated the left column is vacant residential, the top third of the page is residential, the middle third commercial and bottom is personal property and centrally assessed.

The railroads and power lines running through the City are assessed centrally across the State by the Department of Revenue in Tallahassee. This chart indicates the comparison from the 2008 final certified value in October to the preliminary value in 2009, which was certified a couple weeks ago.

Vacant residential taxable value is down 43 percent. Mobile Homes is down 65.5 percent, which represents is a couple million dollars. Multi-family (10 or more units) is down 27 percent which is notable; vacant land is down 16 percent, and Improved Commercial (shopping centers) is down 9 percent. He will look into the 59 parcels listed as Institutional since he is not sure what that includes and will provide that information to Council.

Mr. Nikkinen indicated a projection for next year will be done by looking at the first half of 2009. He referred to the Hernando County Historic Average Countywide Sale Price for Single Family Residence and indicated that since 2006 the average sale price has declined. The first half of 2009 will set values for the 2010 tax roll which will be Year 2011 budget cycle and is down another 15 percent of single family homes sales. Council Member Lewis indicated the prevalent years are from 2005 to 2007 with an approximate 100 percent change.

Mr. Nikkinen advised that with the vacancy rates increasing, the rental rates will decrease and this process will continue over the next couple of years.

BUDGET WORKSHOP MINUTES – JULY 13, 2009

Vice Mayor Bradburn requested an analysis of the tax rate paid by old development versus new development, for instance, group rate versus individual mobile homes be supplied to City Manager Norman-Vacha.

Council Member Lewis indicated Cloverleaf Farms pays a flat rate because the corporation owns the property. Vice Mayor Bradburn stated she wants an analysis to compare that rate with individual lot rates paid by other mobile homes in the City and County.

FY2008/09 BUDGET

Discussion by Council on General Fund Revenues and Expenditures with overall direction.

City Manager Norman-Vacha reviewed the numbers presented by the Property Appraiser's office. She indicated the budget is balanced with reserve levels of over 10% as in the past and maintains the existing millage rate at 6.069 as reduced in the last two (2) years, yet it does not recommend additional layoffs of staff or any significant reductions in service. The Vehicle Replacement Fund is not funded. As directed by Council, staff has been able to continue to satisfy the additional dollars for Capital Outlay and will be presented during the August Workshops for the Capital Improvement Plan.

Steve Baumgartner, Finance Director, reviewed the budget as well. He indicated Ad Valorem is the hardest hit and this year's budget is based upon last year's ad valorem rate and traditionally budgeted at 95 percent revenues required by the State of Florida TRIM law.

Franchise Fees and Public Service Taxes have increased by \$270,000 from last year's budget due to a colder winter and Progress Energy's increased rates of 24 percent. State revenues are down about \$80,000, mainly from half cent sales and gas taxes.

Revenue sharing communication services are not down as much due to Hernando County having more serious problems than the average counties in the State. This budget presents adequate cash reserves for the City at 11.24 compared to last year at 10.91 because cash is down slightly and expenses are down. GFOA recommends between 5 and 15 percent of cash reserves. Organizations that loan money to governments frown upon anything less than 5 percent. There is money in other accounts besides General Fund, such as Projects Funds and Special Revenue Funds, including impact fees. In 2006 the City's audited number was \$5.1 million; in 2007 it was \$5.761 million; and in 2008 it was \$5.959 million. It has progressively gone up and is a cushion that Council could use. Reserves from the General Fund are also included in that number.

On Page 9 of 36 he pointed out that staff has projected reserves at the end of the 2009/10 budget year to be \$833,000 or 11.24 percent. Council Member Lewis indicated there is a \$650,000 projected increase in reserves from 2008/09 budget year that will be carried forward. City Manager Norman-Vacha added that as the City continues to tighten the budget there will be less ability to have more on the reserve side which follows through with the cash balance forward. Vice Mayor Bradburn indicated what is anticipated on the expenditures this year versus what was actually budgeted and commended staff on cutting costs, which is appreciated by taxpayers. Director Baumgartner reiterated there is a \$566,000 surplus on the amount budgeted through May versus the amount that was spent.

BUDGET WORKSHOP MINUTES – JULY 13, 2009

Page 3 of 36 General Fund Revenue Detail

Vice Mayor Bradburn felt the amount in Building Permits is a little high and would like to see that reduced. Director Baumgartner replied that permits have increased somewhat in the last few months. City Manager Norman-Vacha explained that it does not change any revenues in any other part of the budget and can be reduced with also reducing the expenditure line item on the Development side.

Vice Mayor Bradburn felt that as the tree monitoring efforts are being increased tree removal permits should be increasing. Mr. Baumgartner indicated the revenue has not yet been projected and will consult with the City Manager.

He indicated Mobile Home Licenses are not in the General Fund anymore because they are an assignment of the USDA Loan.

Vice Mayor Bradburn asked how the Brooksville Housing Authority PILOT is doing. City Manager Norman-Vacha indicated Brooksville Housing Authority will be addressing Council in August for some forgiveness as their funds are derived solely from rental income. They are trying to make regular payments for the current year to show good faith.

Page 4 of 36 Concession Stand Proceeds

Vice Mayor Bradburn asked the status of soliciting someone to run the concession stand at Tom Varn Park. Director Walker indicated the Hernando Youth League has the current lease since 2004 and he will be meeting with them to address their contract, which expires this month. There is a concession stand vendor in place at the adult softball fields with the City collecting a percentage of revenues in future years. There is no revenue sharing currently in place with only a user fee. Vice Mayor Bradburn pointed out the batting cage is a good revenue source and building another one should be considered. Director Walker indicated it brings in between \$7,500 and \$8,500 per year.

Parking tickets was briefly reviewed.

Vice Mayor Bradburn asked about antenna space rental. Mr. Baumgartner replied that at one point the City had an antenna on the water tower downtown and we will be able to use that line item again with the communication tower being erected. City Manager Norman-Vacha indicated it is being projected as zero until negotiations are entered into and there is a good number. Council indicated they would like those revenues to go towards Parks General Fund instead of the McKethan Fund which funds Capital within the Parks system.

Page 5 of 36 CRA Service Fee

Vice Mayor Bradburn asked about the CRA Service Fee. Director Baumgartner replied that it is the money the CRA pays the City for the time Community Development Department spends on CRA. City Manager Norman-Vacha indicated the debt was forgiven so there is no longer expenditure under General Government.

BUDGET WORKSHOP MINUTES – JULY 13, 2009

Council Member Lewis pointed out that there will be excess under health insurance since it has been budgeted for every employee in General Government but not all employees take that benefit. He also noted the budgeted numbers need to be corrected that are inconsistent since they should all be the same in every department. City Manager Norman-Vacha advised it is very critical to budget 100 percent for benefits since positions do come vacant and filled with an employee who may take the health insurance. She is waiting for the final number for Blue Cross and agreed that the projected numbers should be exactly the same.

Council Member Lewis would like the Vehicle Replacement Fund budgeted this year so if it is needed it can be used. Director Baumgartner indicated there is \$1.1 million in vehicle replacement currently.

Vice Mayor Bradburn felt there are other capital improvements that need to be considered.

Mayor Bernardini asked about the local option for gas. Director Baumgartner indicated there is a transfer in at the end of revenues on page 5 and these numbers are from the State.

Page 4 of 36 Adult Fees

Mayor Bernardini asked about this amount. Director Walker indicated it is walk-in fees for use of the gym. He also indicated the \$100 tournament fee is being reviewed since it does involve a lot of work.

Mayor Bernardini asked about the rental fee for signs. Director Walker replied that it is for the signs located in the outfield behind the stadium. There is a three (3) year agreement with \$3,500 purchased in 2008 for advertisement but none was sold this year.

Mayor Bernardini commended staff on their work on the budget.

City Manager Norman-Vacha indicated staff would like to have direction from Council as to what they want to see at the coming workshops. The next workshop on August 11th will include several items; Utility (water, wastewater, sanitation) Funds as well as non-general revenue funds inclusive of impact fees; McKethan Park Fund and any and all other revenue expenses; a presentation by the Fire Department to discuss assessments analysis; Red Light Cameras revenues held in escrow not spent or budgeted by the City; and Capital Improvement Projects with a list including dollars and funds set aside.

Page 10 of 36 General Government

Vice Mayor Bradburn asked if this reflects the all inclusive adjusted contract on legal. City Manager Norman-Vacha replied it is the goal to have the development codes rewritten by the end of the year and the projected numbers are sufficient.

Police Grants and Donations

Vice Mayor Bradburn asked are there expected donations for the police dogs. Director Baumgartner replied that is a one time occurrence when money was transferred for the purchase of the truck for the police department.

BUDGET WORKSHOP MINUTES – JULY 13, 2009

Page 14 of 36 Other Contractual Services

City Manager Norman-Vacha indicated it is carpet cleaning.

Training & Education

City Manager Norman-Vacha indicated this includes Clerks training. Vice Mayor Bradburn stated it seems a little low since more training is required with contractual obligations.

Page 15 of 36 Uncapitalized Equipment

City Manager Norman-Vacha stated it is for the replacement of computers, licensing and ongoing upgrading of equipment and software.

Page 18 of 36 Development Department - Legal Services

Director Geiger indicated \$4,800 is for the Hearing Officer for Code Enforcement. Vice Mayor Bradburn recommended a review of the contract.

Other Contractual Services

Director Geiger stated \$154,000 is for the Building Department, planning services, grant applications, and Comprehensive Plan/CIE update. Vice Mayor Bradburn would like to see a breakdown of the total amount, which Director Geiger has on the computerized version.

Vice Mayor Bradburn commended staff on bringing down the computer supply cost. City Manager Norman-Vacha indicated a lot of progress has been made in the last year.

Page 21 of 36 Police Department

Chief Turner indicated Mr. Dixon is a Reserve Officer and the Accreditation Manager and advised Records is done by the Administrative Specialist. Council Member Lewis pointed out where the numbers need to be corrected on the administrative positions. City Manager Norman-Vacha will make sure that gets adjusted correctly.

Chief Turner indicated Police Officer I listed at \$51,000 is Sergeant Serrano.

Page 23 of 36 Other Contractual Services

Criminal Investigations

Vice Mayor Bradburn feels that number is low. City Manager Norman-Vacha indicated that is for outside investigations but that a lot of investigations are done internally. Chief Turner indicated the cost for criminal investigations includes software and interview room DVR drive replacement. Other contractual services includes pest control, towing, software power DMS, laser certifications for radars, fire extinguisher certification, speedometer calibrations, pre-employment physical exams, regular radar certifications, building alarm and radio charges for the County.

Uncapitalized Equipment

Chief Turner indicated the listed amount includes vehicle modem, some replacement chairs, and stop sticks equipment.

BUDGET WORKSHOP MINUTES – JULY 13, 2009

Page 21 of 36 Clothing Allowance

Council Member Lewis stated six (6) officers receive \$750 totaling \$4,500 and the operation budget on page 23 of 36 there is \$10,030 for uniforms totaling almost \$15,000 versus the Fire Department at \$5,600. Chief Turner indicated the six (6) officers are plain clothes officers. City Manager Norman-Vacha advised there is a list that specifies items as part of a uniform such as flashlights, holsters, class B hats, tactical pieces, body armor, and handcuffs.

Vice Mayor Bradburn indicated she would like to see laptop computers for Council budgeted and asked the City Manager to inquire about it. Mayor Bernardini suggested looking into getting them from SWFWMD or Hernando County.

Page 25 of 36 Fire Department

Vice Mayor Bradburn inquired of the cost of \$25,000 for a Reserve Firefighter. City Manager Norman-Vacha indicated it is one (1) full-time equivalency (FTE) including multiple employees.

Medical Services and other contractual services

Chief Mossgrove indicated medical services includes annual physicals of firefighters and required vaccinations. Dr. Blackburn's contract is paid by the County under cooperative efforts and the ALS Agreement. This also includes pest control. Discussion ensued regarding the use of chemicals.

Training and Education

Vice Mayor Bradburn indicated training and education is too low and she would like to see an analysis on ALS to see if a firefighter should begin training in that program. City Manager Norman-Vacha indicated classes were estimated for firefighters and what could be accomplished logistically with workload and work schedules while staffing emergency response.

Page 26 of 36 Parks Department

Vice Mayor Bradburn asked if the rate is set by the state for the inmate supervisor. City Manager Norman-Vacha replied it is a contractual amount with the State and they require the City to pay this amount including the guard, benefits, and vehicle. There is also a City employee who is the inmate supervisor with salary and benefits paid by the City.

Page 27 of 36 Repair and Maintenance Supplies and Machinery and Equipment (Capital Outlay)

Asked about this line item, Director Walker replied the requested machinery and equipment will be presented at the August 11th workshop and is for a utility work vehicle (field drag) for Parks. State contract price for the utility work is \$13,531 and the field rake is \$10,200. City Manager Norman-Vacha indicated repair and maintenance is everything that happens within the building that needs repair, including facilities.

Page 33 of 36 Promotional Activities

Director Walker indicated \$10,000 is for the funding of the First Tee Annual Golf Tournament, which offset by revenues collected that includes greens fees, dinners and prizes. Director Baumgartner advised that to keep the funds segregated there will be First Tee Fund set up and

BUDGET WORKSHOP MINUTES – JULY 13, 2009

promotional activities have been adjusted accordingly from \$10,000 to \$2,000 and will be presented at the next budget workshop.

Page 35 of 36 Public Works, Operating Expenditures

Director Pierce indicated this includes the grant with the County for paving. Vice Mayor Bradburn anticipates an increase in fuel price and this reflects a lower fuel price. City Manager Norman-Vacha indicated an average was taken based on fuel consumption city-wide with the cost per gallon of \$2.65 which is a negotiated rate less tax rebate. Director Pierce indicated a number of vehicles have been transferred to the Parks Department with the building maintenance employees.

Page 36 of 36 Other Contractual Services

Director Pierce indicated Other Contractual Services is payment to the County for traffic signal maintenance.

Council Member Lewis asked that Council consider a one time payment of \$250 to employees instead of a pay raise which would not be part of the base salary as a bonus or incentive. Vice Mayor Bradburn asked for a percentage that equates to with the current personnel cost and how much it would be for a one percent raise. City Manager Norman-Vacha and Director Baumgartner to bring back information on both projections compounded with taxes and retirement. Council Member Pugh and Mayor Bernardini expressed concern for next year's budget.

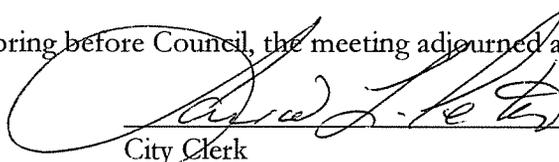
Council Member Lewis referenced page 3 of 36 under Progress Energy Franchise Fees and indicated that is money owed to the City from Progress Energy and could be considered a possible revenue source and for Council to keep that in mind as an option once it comes back to the City. He mentioned ideas of revenue for the City to consider such as communication towers. City Manager Norman-Vacha indicated department heads have been very creative in that area and will continue to cut costs wherever possible.

Council Member Lewis indicated the positive side is City of Brooksville taxpayers will be paying 17 percent less. Director Baumgartner indicated based on TRIM if 6.069 is adopted the percent change of the rollback will be minus 18.4055 and setting the tentative millage rate will be on the next Regular Council Meeting on July 20th.

Vice Mayor Bradburn indicated that for the next budget workshop she would like each department to list their top five (5) Capital projects both individually and city-wide.

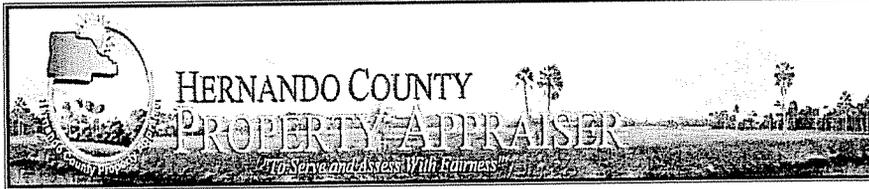
ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:05 p.m.



City Clerk

Attest: _____



City of Brooksville 2009 Tax Roll Update

Presented By:

Neil F. "Nick" Nikkinen, AAS, CFE
Director of Special Projects

July 13, 2009

Assessing In Arrears

- January 1, 2009 valuation date
- 2008 Single Family Residence (SFR) sales are down
- "Short Sales" and foreclosures do not necessarily *determine* value, but in sufficient numbers, and if qualified, may *influence* value.
- November 2009 Tax Bill is due March 2010, with an effective date of valuation of 1/1/09 using sales in 2008.
- 2009 Tax Roll based on 2008 data. SFR sales continue to decline through March 2009.
- We don't create the market, we reflect it
- Homesteads protected by Save Our Homes (SOH) ²

What is Just Value?

Florida law requires that Just Value of all property be determined each year. The Florida Supreme Court has declared Just Value to be legally synonymous to Fair Market Value.

The Just Value or Fair Market Value of your property is the amount it could sell for in a competitive open market, assuming that the buyer and seller both acted knowledgeably and without duress.

3

City of Brooksville Historic Just/Market Value ⁽¹⁾

Tax Year	Just/Market Value	\$ Change	% Change
1997 ⁽²⁾	\$ 392,451,894	n/a	n/a
1998	\$ 402,450,623	\$ 9,998,729	2.55%
1999	\$ 425,097,802	\$ 22,647,179	5.63%
2000	\$ 423,091,833	\$ (2,005,969)	-0.47%
2001	\$ 451,173,106	\$ 28,081,273	6.64%
2002	\$ 477,366,802	\$ 26,193,696	5.81%
2003	\$ 540,876,161	\$ 63,509,359	13.30%
2004	\$ 562,553,496	\$ 21,677,335	4.01%
2005	\$ 653,057,582	\$ 90,504,086	16.09%
2006	\$ 783,870,304	\$ 130,812,722	20.03%
2007	\$ 809,429,121	\$ 25,558,817	3.26%
2008	\$ 885,223,192	\$ 75,794,071	9.36%
2009 ⁽³⁾	\$ 777,603,483	\$ (107,619,709)	-12.16%
1997 to 2009 Overall Change		\$ 385,151,589	98.14%

Notes:

(1) The Just Value or Fair Market Value of your property is the amount it could sell for in a competitive open market, assuming that the buyer and seller both acted knowledgeably and without duress.

(2) Values obtained from each year's Final Certified Tax Roll unless otherwise noted.

(3) Value obtained from the 2009 Preliminary Tax Roll dated June 29, 2009

4

What is Assessed Value?

- Assessed Value is different than Just/Market Value for those properties that have assessment limitations, such as "Save Our Homes" (SOH); "greenbelt" properties which have an agricultural use classification; and 2008 Amendment 1's *non-homestead* limitation.
- The difference between the Just/Market Value and the Assessed Value is known as the "Differential" or "Deferral".

5

What is Taxable Value?

There are a number of property tax exemptions which include but are not limited to: homestead, disabled, widow/widowers, blind, veterans, government and institutional.

Taxable value is the resulting value after all applicable exemptions have been deducted from the assessed value of the property. The taxable value is what the millage rates are applied to develop the ad valorem property tax.

Example:	Just/Market Value	\$175,000
	Assessed Value	\$150,000
	Exemptions	<u>- \$ 50,000</u>
	Taxable Value	\$100,000

6

**City of Brooksville
Historic Taxable Value ⁽¹⁾**

Tax Year	Taxable Value	\$ Change	% Change	Southern Hills & Cascades	% of Total Taxable Value
1997 ⁽²⁾	\$ 200,938,844	n/a	n/a	\$ -	0.00%
1998	\$ 205,743,879	\$ 4,805,035	2.39%	\$ -	0.00%
1999	\$ 224,602,537	\$ 18,858,658	9.17%	\$ -	0.00%
2000	\$ 225,996,802	\$ 1,394,265	0.62%	\$ -	0.00%
2001	\$ 239,021,702	\$ 13,024,900	5.76%	\$ -	0.00%
2002	\$ 253,713,238	\$ 14,691,536	6.15%	\$ -	0.00%
2003	\$ 275,262,232	\$ 21,548,994	8.49%	\$ -	0.00%
2004	\$ 288,149,494	\$ 12,887,262	4.68%	\$ -	0.00%
2005	\$ 355,236,514	\$ 67,087,020	23.28%	\$ 31,989,897	9.01%
2006	\$ 483,982,617	\$ 128,746,103	36.24%	\$ 106,425,826	21.99%
2007	\$ 545,843,654	\$ 61,861,037	12.78%	\$ 136,413,490	24.99%
2008	\$ 568,431,915	\$ 22,588,261	4.14%	\$ 133,193,976	23.43%
2009 ⁽³⁾	\$ 469,710,996	\$ (98,720,919)	-17.37%	\$ 90,260,937	19.22%

Notes:

(1) Taxable value is the resulting value after all applicable exemptions have been deducted from the Assessed Value of the property. The Taxable Value is what the millage rates are applied to, to develop the ad valorem property tax.

(2) Values obtained from each year's Final Certified Tax Roll unless otherwise noted.

(3) Value obtained from the 2009 Preliminary Tax Roll dated June 29, 2009

7

Southern Hills

Roll Year	# Parcels	Just Value	Avg. Just Value	% Change	Taxable Value	Avg. Taxable Value	% Change
2005	324	\$ 34,696,391	\$ 107,088	n/a	\$ 31,989,897	\$ 98,734	n/a
2006	866	\$ 92,625,592	\$ 106,958	-0.12%	\$ 92,607,915	\$ 106,938	8.31%
2007	869	\$ 118,385,491	\$ 136,232	27.37%	\$ 118,268,153	\$ 136,097	27.27%
2008	885	\$ 114,324,313	\$ 129,180	-5.18%	\$ 113,171,372	\$ 127,877	-6.04%
2009	885	\$ 81,581,852	\$ 92,183	-28.64%	\$ 77,037,990	\$ 87,049	-31.93%

The Cascades at Southern Hills

Roll Year	# Parcels	Just Value	Avg. Just Value	% Change	Taxable Value	Avg. Taxable Value	% Change
2005	0	\$ -	\$ -	n/a	\$ -	\$ -	n/a
2006	391	\$ 13,818,022	\$ 35,340	n/a	\$ 13,817,911	\$ 35,340	n/a
2007	392	\$ 18,170,392	\$ 46,353	31.16%	\$ 18,145,337	\$ 46,289	30.98%
2008	392	\$ 21,410,731	\$ 54,619	17.83%	\$ 20,022,604	\$ 51,078	10.35%
2009	392	\$ 14,493,092	\$ 36,972	-32.31%	\$ 13,222,947	\$ 33,732	-33.96%

Southern Hills Lot 18, Block 13, Phase 2 (Key #1597935)

Sold in December 2005 for \$280,000

Roll Year	Taxable Value	% Change
2006	\$ 202,482	n/a
2007	\$ 219,356	8.33%
2008	\$ 161,966	-26.15%
2009	\$ 58,382	-63.96%

Resold in February 2009 for \$58,700

Total decline in Market Value from 2005 to 2009 is \$221,300 or 79.04%

8

**City of Brooksville
Tax Roll Breakdown by DOR Code (1)**

2009								2008		
DOR Code	Residential Improvement Type	Parcel Count	08 v. 09 # Change	Just/Market Value	08 v. 09 % Change	Taxable Value	08 v. 09 % Change	Parcel Count	Just/Market Value	Taxable Value
00	Vacant Residential	1,509	-1	\$ 61,128,738	-0.89%	\$ 59,061,598	-42.88%	1,510	\$ 103,411,991	\$ 103,407,279
01	Single Family Residential	1,667	16	\$ 154,227,509	-9.16%	\$ 96,960,416	-6.11%	1,651	\$ 169,775,220	\$ 102,178,694
02	Mobile Homes	51	-3	\$ 2,200,861	-46.83%	\$ 1,039,907	-65.56%	54	\$ 4,139,459	\$ 3,018,946
04	Condominiums	6	6	\$ 1,014,834	100.00%	\$ 1,009,038	100.00%	0	\$ -	\$ -
05	Cooperatives	0	0	\$ -	-	\$ -	-	0	\$ -	\$ -
06	Retirement Homes & Msc. Res	0	0	\$ -	-	\$ -	-	0	\$ -	\$ -
50-69	Agricultural	40	3	\$ 26,519,916	53.89%	\$ 1,618,452	15.44%	37	\$ 17,232,931	\$ 1,402,019
91-97	Miscellaneous	181	9	\$ 4,563,443	-43.29%	\$ 2,300,297	-12.21%	172	\$ 8,047,623	\$ 2,620,370
99	Non-Agricultural Acreage	31	-53	\$ 9,142,397	-72.11%	\$ 9,070,147	-72.26%	84	\$ 32,782,272	\$ 32,702,797
	Sub-Total	3,486	-23	\$ 268,787,698	-22.84%	\$ 171,059,856	-30.27%	3,508	\$ 336,389,498	\$ 246,330,106
DOR Code	Commercial Improvement Type	Parcel Count	08 v. 09 # Change	Just/Market Value	08 v. 09 % Change	Taxable Value	08 v. 09 % Change	Parcel Count	Just/Market Value	Taxable Value
08	Multi-Family less than 10 Units	41	0	\$ 3,950,072	-4.11%	\$ 3,773,848	-4.06%	41	\$ 4,128,852	\$ 3,933,858
03	Multi-Family 10 units or more	22	0	\$ 24,375,059	-26.43%	\$ 23,224,218	-27.34%	22	\$ 32,687,334	\$ 31,964,174
10	Vacant Commercial Land	168	-16	\$ 20,059,928	-14.56%	\$ 19,731,971	-16.95%	184	\$ 23,476,909	\$ 23,476,909
11-39	Improved Commercial	347	-2	\$ 162,457,166	-8.62%	\$ 161,876,138	-8.79%	349	\$ 177,791,621	\$ 177,467,341
40	Vacant Industrial Land	3	0	\$ 54,226	0.00%	\$ 54,226	0.00%	3	\$ 54,226	\$ 54,226
41-49	Improved Industrial	37	1	\$ 17,290,239	-3.69%	\$ 17,287,000	-3.71%	36	\$ 17,952,711	\$ 17,952,711
70-79	Institutional	59	0	\$ 31,884,150	0.39%	\$ 9,805,420	-12.66%	59	\$ 31,758,744	\$ 11,225,548
80-89	Government	103	-26	\$ 79,289,285	-7.04%	\$ -	-	128	\$ 85,293,813	\$ -
90	Leasehold Interests	5	0	\$ 869,930	-7.67%	\$ -	-	5	\$ 942,179	\$ -
	Sub-Total	766	-42	\$ 340,240,056	-9.05%	\$ 236,762,821	-11.40%	827	\$ 374,087,189	\$ 266,074,667
DOR Code	TPP	Parcel Count	08 v. 09 # Change	Just/Market Value	08 v. 09 % Change	Taxable Value	08 v. 09 % Change	Parcel Count	Just/Market Value	Taxable Value
TPP	Tangible Personal Property	2,059	13	\$ 178,164,805	1.60%	\$ 61,070,496	10.83%	2,046	\$ 176,342,114	\$ 55,101,221
DOR Code	Centrally Assessed Property	Parcel Count	08 v. 09 # Change	Just/Market Value	08 v. 09 % Change	Taxable Value	08 v. 09 % Change	Parcel Count	Just/Market Value	Taxable Value
RR	Centrally Assessed Property	0	0	\$ 409,867	1.35%	\$ 346,705	1.98%	0	\$ 404,393	\$ 338,978
	Total Countywide Tax Roll	6,329	-52	\$ 777,602,416	-12.16%	\$ 468,228,677	-17.40%	6,381	\$ 886,223,192	\$ 666,944,871

Notes:
(1) All values based on each year's Final Certified Tax Roll unless otherwise noted.
(2) Values obtained from the 2009 Preliminary Tax Roll dated June 29, 2009

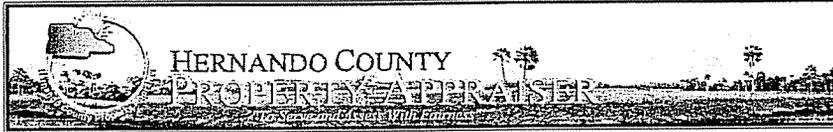
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**Hernando County
Historic Average Countywide Sale Price
Single Family Residence (SFR)**

Year (1)	\$ of SFR Sales	% Change	# of SFR Sales	% Change	Avg. Sale Price	% Change
1995	\$ 176,022,707	-	2,236	-	\$ 78,722	-
1996	\$ 180,870,929	2.75%	2,265	1.30%	\$ 79,855	1.44%
1997	\$ 209,225,070	15.68%	2,513	10.95%	\$ 83,257	4.26%
1998	\$ 236,322,400	12.95%	2,770	10.23%	\$ 85,315	2.47%
1999	\$ 264,384,035	11.87%	2,973	7.33%	\$ 88,928	4.24%
2000	\$ 299,475,700	13.27%	3,153	6.05%	\$ 94,981	6.81%
2001	\$ 335,662,600	12.08%	3,318	5.23%	\$ 101,164	6.51%
2002	\$ 421,385,728	25.54%	3,868	16.58%	\$ 108,942	7.69%
2003	\$ 574,824,870	36.41%	4,724	22.13%	\$ 121,682	11.69%
2004	\$ 820,206,966	42.69%	5,651	19.62%	\$ 145,144	19.28%
2005	\$ 1,242,523,881	51.49%	6,808	20.47%	\$ 182,509	25.74%
2006	\$ 1,077,241,108	-13.30%	5,047	-25.87%	\$ 213,442	16.95%
2007	\$ 461,290,900	-57.18%	2,435	-51.75%	\$ 189,442	-11.24%
2008	\$ 259,423,200	-43.76%	1,619	-33.51%	\$ 160,237	-15.42%
2009 (2)	\$ 86,173,600	-66.78%	632	-60.96%	\$ 136,351	-14.91%

Notes:
(1) Single Family transactions recorded between January 1 and December 31 of each year unless otherwise noted.
(2) Single Family transactions recorded between January 1 and July 1, 2009

10



Any last questions?

Please Visit Us At:

www.hernandocounty.us/pa

“Save \$\$ Hundreds \$\$ Apply by March 1st”

~Don't be the Exception ~

File for Your Homestead Exemption!

City of Brooksville

Tax Roll Breakdown by DOR Code ⁽¹⁾

		2009 ⁽²⁾				2008				
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05	Cooperatives	0	0	\$ -	-	\$ -	-	0	\$ -	\$ -
06	Retirement Homes & Misc. Res.	0	0	\$ -	-	\$ -	-	0	\$ -	\$ -
50-69	Agricultural	40	3	\$ 26,519,916	53.89%	\$ 1,618,452	15.44%	37	\$ 17,232,931	\$ 1,402,019
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80-89	Government	103	-25	\$ 79,289,285	-7.04%	\$ -	-	128	\$ 85,293,813	\$ -
90	Leasehold Interests	5	0	\$ 869,930	-7.67%	\$ -	-	5	\$ 942,179	\$ -
	Sub-Total	785	-42	\$ 340,240,055	-9.05%	\$ 235,752,821	-11.40%	827	\$ 374,087,189	\$ 266,074,567
DOR Code	TPP	Parcel Count	08 v. 09 # Change	Just/Market Value	08 v. 09 % Change	Taxable Value	08 v. 09 % Change	Parcel Count	Just/Market Value	Taxable Value
TPP	Tangible Personal Property	2,059	13	\$ 178,154,805	1.60%	\$ 61,070,496	10.83%	2,046	\$ 175,342,114	\$ 55,101,221
DOR Code	Centrally Assessed Property	0	0	\$ 409,857	1.35%	\$ 345,705	1.98%	0	\$ 404,393	\$ 338,978
RR	Centrally Assessed Property	6,329	-52	\$ 777,602,415	-12.16%	\$ 468,228,877	-17.40%	6,381	\$ 885,223,192	\$ 566,844,871
	Total Countywide Tax Roll									

Notes:

(1) All values based on each year's Final Certified Tax Roll unless otherwise noted

(2) Values obtained from the 2009 Preliminary Tax Roll dated June 29, 2009

**CITY OF BROOKSVILLE
BUDGET WORKSHOP
MINUTES**

August 11, 2009

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Richard E. Lewis and David Pugh. Also present were Jennifer Rey, City Attorney; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger; Will Smith, Public Works Superintendent; Community Development Director; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the St. Pete Times and Hernando Today were present.

The meeting was called to order by Mayor Bernardini. He indicated City Manager Norman-Vacha, who was absent, requested Council remove Item-D, Discussion and Direction for Capital Improvement Planning to the next workshop. Council concurred.

Presentation of Fire Assessment through MSBU

Review of ability to fund City Fire Services through assessments.

Fire Chief Mossgrove reviewed the possibilities of funding services through assessments as documented in Attachment A.

He stated the Attorney General's opinion in 1990 affirmed a methodology for funding for fire services within municipalities or counties can be provided if there are changes assessed against property since it derives from some special benefit from the expenditure of the money. There are four (4) different fire assessment data components that should be in effect when looking at an MSBU; service delivery, fire budget, call data and ad valorem tax roll.

Chief Mossgrove pointed out service levels provided in the City of Brooksville are consistent with today's trends of having an average response time of 4.83 minutes according to the latest data this month. This is a benchmark against the national standards of 6 minutes as reported from the National Incident Data Reporting System. Brooksville submits data monthly to the NIDRS as part of the national statistics. Brooksville is ranked in the 93rd percentile in national standards for response to a building fire under 6 minutes.

Chief Mossgrove said the historical district is a "target hazard" which has the possibility of a large loss of property or life in a very short period of time due to lack of water lines and infrastructure. There are 8 nursing homes in the City which is a higher density per capita and risk of a high loss of life during a fire. The City's residential base of mobile homes is 31% which is dynamic in the average demographics.

Chief Mossgrove explained cost apportionment must be determined by fire versus EMS calls. The City does not run an ALS transport service so all calls count as a fire department going to assist. A partial apportionment includes extracting residential, non-residential, hotels and motels and agricultural land which is determined statutorily and City staff applies methodology for cost apportionment of industry standard. Hernando County, Hardee County, Marion County and Pinellas Suncoast Fire District apply the same methodology. He detailed the steps followed for responses pertaining to various call types and the methodology used to compile the fire budget.

Pertaining to MSBU Council Member Lewis asked if billing is allowed for any exempt properties on the tax roll. Chief Mossgrove replied government buildings and churches are assessed a maximum flat rate by the County but they are not billed under this presentation but Council can direct staff as to whether to include exempt properties.

Council Member Lewis asked if the County bills any State entities located within the County. Chief Mossgrove indicated he would have to research and bring back information to Council.

BUDGET WORKSHOP MINUTES - AUGUST 11, 2009

Chief Mossgrove said a government entity would have to agree to be billed.

Jim Delach, Assistant Finance Director, specified the County currently charges churches 21 ½ cents per square foot up to a maximum of \$209.04.

Chief Mossgrove distributed Attachment B for Council information should Council decide to move forward with assessments, which Jim Delach reviewed.

Council Member Pugh asked will the cost recovery mechanism help pay for the expense of outside property and roadways. Chief Mossgrove indicated it could certainly go towards that apportionment for non-allowable billing.

Council Member Lewis understood that the cost recovery put in place has been overruled by the State of Florida and it has to be taken out.

City Attorney Rey clarified that under the existing ordinance the Brooksville Fire District is organized as a dependent special district. Under the Statutory provision that was recently passed modifying cost recovery, it specifically addresses first responders responding to motor vehicle accidents and has in fact removed that as a cost recovery revenue source for fire departments. However, there are some exceptions for independent special districts. There are options that can be explored that may open the door for additional cost recovery dollars which the City is now prohibited from collecting.

Chief Mossgrove stated the per residential unit assessment figure for billable units include those who are currently exempt.

Spread Sheet #2

Vice Mayor Bradburn asked for an average home value and average taxable home value to give a good estimation on the spread sheet as to how this would affect taxpayers. Council Member Lewis pointed out the highest number of parcels is 474 which includes homestead exemption. Jim Delach indicated the average impact for all regular homes is going to be \$27.59 more. Council Member Lewis demonstrated that it would be \$85 more rounded up. Council Member Pugh expressed his concern of reducing the millage rate yet the average taxpayer is charged \$85 more. Council Member Lewis suggested an additional column on the spreadsheet to show the price range difference in ad valorem taxes between .606 and .364. In General Fund the City is receiving \$2.6 million on ad valorem taxes and will be reduced by almost half or better making up for any deficit on all homes except for exempt.

Vice Mayor Bradburn indicated when the County assessed a flat fee on vacant acreage it was unfair to vacant agricultural and she does not want the City to move in that direction.

Assistant Finance Director Delach explained this information is being presented to Council to direct staff and whether to pursue it any further.

Council Member Pugh expressed lower taxes would attract new business.

Vice Mayor Bradburn reminded everyone about the flat fee initiative in Spring Hill.

Council Member Johnston asked is it a requirement under the Statutes that an MSBU is not setting up for funding the department but for funding certain services. Chief Mossgrove replied if the population base warrants then funding the department out of an MSBU would be ideal but most departments do not have the capacity so they have chosen to do the combination MSTU/MSBU to avoid placing the entire burden on certain parties. Council Member Johnston pointed out each residential unit has to be treated equally for purposes of assessment. Chief Mossgrove asserted West Manatee Fire District will go up to a certain square footage of a house on their MSBU rates. Their flat rate of \$148.11 includes the first thousand square feet of the residence and anything above that is 89 cents per square foot. Council Member Johnston asserted this new average of \$86.15 is being disproportionately placed upon those who can least afford to pay it and the breaks come to those who can most afford to shoulder the burden. Chief

BUDGET WORKSHOP MINUTES – AUGUST 11, 2009

Mossgrove reminded Council this is preliminary data presented giving one scenario with different methodologies used throughout the State. Council can decide on which direction to go.

Council Member Johnston suggested considering an option on unimproved land. There could be a per lot fee for platted lots and a per acre fee with a minimum of the platted lot fee.

Vice Mayor Bradburn pointed out the vast difference between east and west manatee counties based on density, thus the difference in fees. She asked for an explanation of the advantage of doing this type of methodology. Council Member Johnston understood the reason for this discussion is two-fold; an attempt to spread the payment across to those who are not paying anything now for the services they are being provided which would include government buildings and schools and to lessen the tax burden for some. Vice Mayor Bradburn specified she is in favor of spreading the tax burden but she does not want to increase the taxes for the average taxpayer.

Finance Director Baumgartner pointed out the difference between assessments and ad valorem. Spring Hill does ad valorem and Hernando County does it on an assessment. Hernando County's funding is going to be more even than Spring Hill after the significant drop in property values. The larger homes are getting the biggest break and perhaps giving a base rate on square footage would balance it out and lower the amount on the lower priced homes. Council Member Pugh was in favor of the square footage configuration. He wants to lessen the burden for everyone even the higher-end homes.

Council Member Lewis would like staff to present a base-rate survey based on 1,000 square foot with a rate structure. He would also like to see a comparison spread sheet on the 1,234 units with cutoff at 100,000 including after homestead exemption and government buildings.

Vice Mayor Bradburn said she is not in favor of any new taxes and does not want the average homeowner paying more than they already are. She does not feel 1,000 square feet is appropriate, not knowing the average size of a home, and asked for a justification of statistics when staff brings it back to Council. The bottom line is everybody should pay something for government service and adopting this would bring long term stability of city government with an expected stable revenue source.

Lastly, Fire Chief Mossgrove reviewed the typical procedures timeline should Council choose to move forward with assessments.

Mayor Bernardini asked that the spread sheet columns and rows be clearly marked with letters or numbers for easier reference. He asked how this would be billed. Chief Mossgrove replied it would go out with the tax bills and will be part of escrow for people who pay through their mortgage company.

Vice Mayor Bradburn clarified to the media that this has not been adopted but Council is at the point of exploring it.

Presentation of Red Light Camera Program

Discussion and update of Red Light Camera Program

Police Chief George Turner reviewed traffic facts as documented in Attachment C and shared with Council videos supporting the red-light camera program. Florida Highway Patrol participated in a national red-light enforcement program in the first week of August 2008. The City of Brooksville also participated and statistics show that red-light running is a problem nationwide. There are 40 cities in Florida using ATS with Lakeland being the latest. The current camera locations are at Broad and Martin Luther King which went into effect on April 17th with a 30 day warning period and is well marked. The last camera pending installation is at the Hess station and should be up within 30 days. The first camera warning period was March 20th with 768 warnings being issued and 1,080 incidents. Since then, the incidents are decreasing while the cameras are increasing.

Council Member Lewis suggested a camera location at the north and south bound lanes on Broad Street and SR 50A truck by-pass. Vehicles are not stopping in the right turn lanes on a red light. Chief Turner

BUDGET WORKSHOP MINUTES – AUGUST 11, 2009

reported the State is not allowing installation on State right-of-ways currently but legislation should be changing that.

Council Member Lewis asked if the timing has been changed on the yellow caution lights. Chief Turner attested that the timing has not been changed and the cameras are not connected to the lights. The timing on the yellow lights is set by the Department of Transportation based on the speed limit.

Chief Turner discussed Part II of the traffic safety program, the traffic enforcement program, including enforcement at intersections without cameras, child safety seat program, D.U.I./aggressive driving enforcement and traffic crash investigations.

Council Member Johnston advised on Jefferson and Broad you cannot see the traffic coming without crossing the stop lines. Chief Turner indicated one still has to stop and then ease forward to see. His department does not write tickets for those instances.

Vice Mayor Bradburn asked if the dedicated officers to this unit would be used for other calls. Chief Turner replied last year there were 24,000 calls for service. With a full-time traffic unit out there the regular patrols will be freed up from handling traffic crashes and also doing special details for traffic. They will just be handling all the criminal and citizen complaints. Block training will give one more squad, currently there are 4 squads with one sergeant and 3 officers on each squad.

Mayor Bernardini asked could a ticket be written instead of the red light camera citation since it is an ordinance. Chief Turner affirmed that could be done but both cannot be issued. However, the ordinance pertains only to the intersections with the cameras. Attorney Rey indicated the State reserves a right on a number of the traffic issues.

Council Member Pugh expressed he is in favor of having a traffic unit and would be beneficial to have other officers to patrol the City. Chief Turner indicated there would have to be 3 new officers hired to cover the traffic unit with Sergeant Serrano.

Mayor Bernardini asked is the traffic unit going to work all at the same time or will there be different shifts. Chief Turner replied the idea is to have it as a separate unit and perform as a function. There will be a yearly schedule with mapping and times of the day when most accidents occur. There may end up being a split shift with different hours than everyone else.

FY2009/10 OTHER THAN GENERAL FUND BUDGET

Review of other than General Fund projections for FY2009/10.

Pages 1-15

Vice Mayor Bradburn wanted a better understanding of the timelines for using Impact Fees. Finance Director Baumgartner replied in this budget there are capital expenditures on a few impact fees and then connection fees. Water and sewer frequently use impact fees every year in the budgeting including this year. He will provide Capital Projects allocated for use of the impact fees at the capital meeting.

Page 16 Major Storm Readiness

Vice Mayor Bradburn indicated all facilities are not appropriately manned with generators in the event of a natural disaster. She suggested using this fund for that.

Director Baumgartner indicated that if Council goes forward with the Red light Camera issues, that traffic unit would be paid for out of the red light camera as part of special revenue funds. The City's auditors are in concurrence with handling it that way.

Vice Mayor Bradburn asked if the Traffic Unit will be coming back to Council for a formal request. Chief Turner indicated he is asking Council to approve it as part of the budget.

BUDGET WORKSHOP MINUTES – AUGUST 11, 2009

Council Member Lewis asked if this item must be on an agenda and program accepted before funding the traffic unit.

Attorney Rey clarified that the City has an ordinance adopted and has entered into a contract with ATS so the foundation for collecting the revenue and the process is in place. The action that Council would need to take is specific to the budget allocation; establishing a fund and use of those revenues.

Council consensus is to continue with the Red Light Traffic Enforcement Program with ATS.

Page 21 Tree/Streetscaping

Vice Mayor Bradburn referred to 2 different programs; the replenishment and the preservation of canopy trees, and creation of landscaped entryways into the City.

Mayor Bernardini indicated the Beautification Board is working on a sign to be brought before Council in October. The first standardized sign will be located on US 41 South near Southern Hills Plantation. A generator is located there so it could be a lighted sign.

Page 33

Vice Mayor Bradburn mentioned that Withlacoochee Regional Water Supply Authority chose to make Brooksville the only entity in the entire jurisdiction not to receive any funding.

Director Baumgartner indicated the budget includes the \$600,000 for the radio read meters, the stimulus grant, the SRF loan for the wastewater alliance in the City, service for the radio read lines and service for the SRF loan, capital expenses of \$175,000 to repaint the downtown water tower which can be amortized through depreciation over 10 years. The proposed water and sewer budget does not include a rate increase and staff is not prepared to make a recommendation at this time. The last resolution states the rates remain the same until Council takes further action. Vice Mayor Bradburn asked if that includes cleaning the interior of the water tower. Superintendent Will Smith replied there will be an inspection done but it seems to be clean.

Page 32 Reserve Meter Deposits

Director Baumgartner indicated the Reserve Meter Deposits are customers' dollars that the City takes on deposit and pays them annual interest for that money. Vice Mayor Bradburn expressed her concern over the City holding customers' money in this account for an extended period of time. Richard Radacky indicated the County looks at payment history and a refund is issued after a couple of years if the customer has been making timely payments. Council Member Johnston suggested Finance staff check for any provisions in bond issuances that would prohibit refunds. Director Baumgartner indicated Sinking Fund Reserves are the dollars for bond payments and the Reserve R&R is reserves required by bond convenance.

Page 43 Wastewater

Vice Mayor Bradburn stated the Public Works building is in really bad shape and a health risk and she felt it is time to consider refurbishing during discussions on capital improvements.

Page 45

Vice Mayor Bradburn asked is there brick under Lamar Avenue. Council Member Johnston does not recall and did not think so. She reported last night the County had an inspector at the Fort Dade and Bell Avenue intersection where a work crew unearthed brick ensuring no damage was done.

Will Smith, Superintendent of Utilities, reviewed the capital project list as follows:

He started on Page 45 and indicated the general operating is not changing that much and some items intertwine with the capital projects. The sewer rehabilitation program is a big project this year with a

BUDGET WORKSHOP MINUTES - AUGUST 11, 2009

grant loan program. Staff is replacing old valves that are broken in the downtown area. Another project he would like to accomplish this year is getting another well online at Hope Hill. There is equipment in the hole ready to do the aquifer testing required by the SWFWMD permit with electric being hooked up in about a month. There may be tank modifications planned for next year but if DEP does not require tank modifications the well could be connected this year, referencing lines 18 through 27. The well is expected to produce 1,000 gallons plus per minute indicating this is significant for the system. He referenced line 42e (\$25,000) by contract this will be paid to The Cascades for the over sizing. He referenced line 53, a refund due to a church on US41 to install some water lines.

Superintendent Smith indicated there were 2 large lines being constructed on Cobb Road with the project getting pushed out a year due to the drop in the economy. Vice Mayor Bradburn asked is US41 South part of the Southern Hills project. Superintendent Smith replied there is a Baptist Church that we agreed through contract to contribute their impact fees if they would extend the line further south and make it 12-inch. He indicated there is also a contract with Lowe's for a refund pertaining to work done concurrent with their development.

The Radio Read Meter project has been reduced to fit what can get done with the money allocated under contractual services. The overall project is \$600,000 which may not cover the entire project. The meters are not a large enough expense to be a capital item. He asked for approval on adding back ditch safety equipment for this budget year.

Vice Mayor Bradburn also asked about Griffin Prairie. Superintendent Smith indicated he would like to explore the viability of that property to develop into a well field. This is a new item that has been moved to next year but he wanted to announce the project for discussion. Vice Mayor Bradburn pointed out the history of the property and it being a target for many outside projects and agreed to discuss further.

Superintendent Smith indicated inventory control system and painting of the Liberty Street tower planned for this year was not done and will be carried forward.

Mayor Bernardini asked would it be a good time to put in the Jasmine Drive water line (line 83) since the road is currently being torn up. Superintendent Smith indicated that project description actually would extend the line from the corner of Jasmine and SR50 east to the fire hydrant where the original Dodge dealership was located. There is only one line out to Wesleyan Village which leaves 700 houses without water when it breaks and he would like to get another line through Rosebud to loop the system. Vice Mayor Bradburn recalled by creating a loop on Olive and Irene connecting Howell and Bell quadrupled the water pressure for fighting fires and she supports the looping system throughout the City for Capital improvements.

In closing, Superintendent Smith indicated personnel expenses are stable and are actually going down a bit. The operating expenses have increased because of the radio read meters and water tank. Director Baumgartner corrected the radio read meters are under capital. Vice Mayor Bradburn specified the personnel cost will decrease with the radio read program in place in a couple of months. Superintendent Smith indicated the bid is almost ready. Vice Mayor Bradburn was not aware that the bid has not gone out yet and asked about the delay. Superintendent Smith explained staff explored the possibility of RUS financing the project but it was too complicated with overhead costs. Director Baumgartner attested financing will be pursued after the bid goes out. Superintendent Smith announced he met with financing personnel earlier this week in regards to financial options that will not raise rates.

Page 49 Solid Waste Summary

Vice Mayor Bradburn asked what the penalties are. Superintendent Smith indicated it is charges to customers for not paying their bills on time.

Page 51 Garbage Truck

Staff is requesting a new garbage truck for replacement of a 1994 rear loader truck. Director Baumgartner indicated there are enough reserves to purchase the truck with cash.

BUDGET WORKSHOP MINUTES – AUGUST 11, 2009

Superintendent Smith recommended Council reduce the rates by 10 percent for once-per-week dumpster service and reduce the curbside can service for commercial and rental properties without tipping fees by \$1.97 per month. The rate would change from \$26.97 to \$25.00. He also proposed reduction of revenues for residential curbside by \$1.09 which reduces overall revenues by \$55,000. Vice Mayor Bradburn stated her concern that revenues are being proposed for reduction at a time when a new landfill facility is being built with a higher than anticipated cost. While she is in favor of reducing fees, she is not in favor of reducing fees now just to have to increase them again in the near future. Director Baumgartner pointed out the present resolution for solid waste has a CPI increase and this budget reflects those revenue reductions. In his memo Mr. Pierce stated some areas were not competitive and rates could be adjusted. The resolution has to be amended since it has an automatic CPI increase. Water and sewer had an abatement with a rate increase last year for solid waste based on Council action. The solid waste fund is doing very well and has a lot of cash reserves and net income is doing better on a monthly basis than water and sewer and should be passed on to the customers. A rate increase at the county is not going to make a difference but can be adjusted later if Council desires. The solid waste fund is adequate at an estimated \$550,000 being projected. Council Member Lewis has received complaints on commercial cans and dumpster service rates and would be in favor of a rate decrease. Vice Mayor Bradburn said most calls came from businesses on the rate change. Superintendent Smith will contact the County for a scheduling of the rate increases. Vice Mayor Bradburn declared she would like more information to get out to the public.

Page 55 Fleet Maintenance

Vice Mayor Bradburn questioned a decrease in clothing cost under line 31. She was not in favor of buying less expensive safety boots as opposed to better quality that lasts longer. Superintendent Smith indicated he will verify that it was not reduced in this year's budget from the personnel reduction and was carried over in error.

Page 74 \$250 per full-time Employees

Council Member Lewis asked Council to consider the \$250 one-time bonus to full-time employees versus the 1% pay increase for all employees which would be substantially more.

Page 76 Vehicle Replacement Fund

Council Member Lewis would like Council to consider funding the Vehicle R&R replacement fund. Director Baumgartner clarified the budget instructions was to include solid waste and water and sewer and those transfers are reflected in this budget.

Vice Mayor Bradburn indicated she has questions about the bonus which she will discuss with the City Manager.

Mayor Bernardini would like to see the \$250 bonus in December. If approved, Vice Mayor Bradburn would like to see the \$250 bonus in January.

ITEMS BY COUNCIL

Richard E. Lewis, Council Member

City Manager Contract

Council Member Lewis requested adding the City Manager's contract to the September 21 meeting agenda for discussion. Council consensus was to allow it to be added.

Joe Bernardini, Mayor

Election Process

Mayor Bernardini requested adding the election process, as to whether to turn it over to the County, to

BUDGET WORKSHOP MINUTES - AUGUST 11, 2009

the next budget workshop on August 25. Council Member Lewis and Council Member Johnston were in favor of the way it is currently with Vice Mayor Bradburn not in favor. Council consensus was to allow it to be added for discussion. City Clerk Peters indicated the Supervisor of Elections was asked last year to change protocol with the City.

Discussion and Direction for Capital Improvement Planning

Removed to the next budget workshop.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:20 p.m.

City Clerk

Attest: _____

PRELIMINARY DATA ANALYSIS
FOR FIRE SPECIAL
ASSESSMENTS

August 11, 2009

Presented by:

Fire Chief

Finance Director

Assistant Finance Director

Attachment A
8/11/09

Special Assessments

Definition:

Special assessments are charges assessed against the *property* of some particular locality because that *property* derives some *special benefit* from the expenditure of the money.

Source:

Florida Attorney General
Number AGO 90-75

Fire Assessment Data Components

- Service Delivery
- Fire Budget
- Call/Incident Data
- Ad Valorem Tax Roll

Brooksville Fire Department

Service Delivery Levels

Service levels the City of Brooksville Fire Department provide are consistent with today's trends with having an average fire response time of 4.83 minutes against the national standard benchmark of 6 minutes and have some unique demographics in three different areas.

- Historic District
- Nursing Homes
- Mobile homes

Historic District

- The historical district in the City of Brooksville is considered a target hazard due to the older construction and age of the structure. This allows for fire spread to happen more readily and cause greater damage in a shorter amount of time.
- Historically and Currently the response time in the City is less than 5 min. with the national benchmark being 6 min for building fire response.

Nursing Homes

City of Brooksville have eight nursing homes that we provide service from a single station which is a higher density in contrast other fire departments. Nursing homes are considered a target hazard because of the high risk for loss of life.

Mobile Home Communities

Mobile homes communities in our City make up nearly 31 % of our residential base. Mobile homes run the risk of being consumed by fire within 7-10 minutes depending on the age of the structure.

Cost Apportionment

- Determine fire vs. EMS calls/incidents
- Assign fire (non-EMS) calls/incidents to property categories
- Applies the percentages of calls/incidents per property category to assessable budget

Parcel Apportionment

- Residential: Dwelling Units
- Non-Residential: Square Footage of Improvements
- Hotel/Motel & RV Parks: Rooms/Spaces
- Agricultural/Vacant: Acreage

Service Demand Weighing

There are vast differences in the first assignment (the fire rescue unit(s) initially dispatched to a fire or emergency) response parameters, for different type calls.

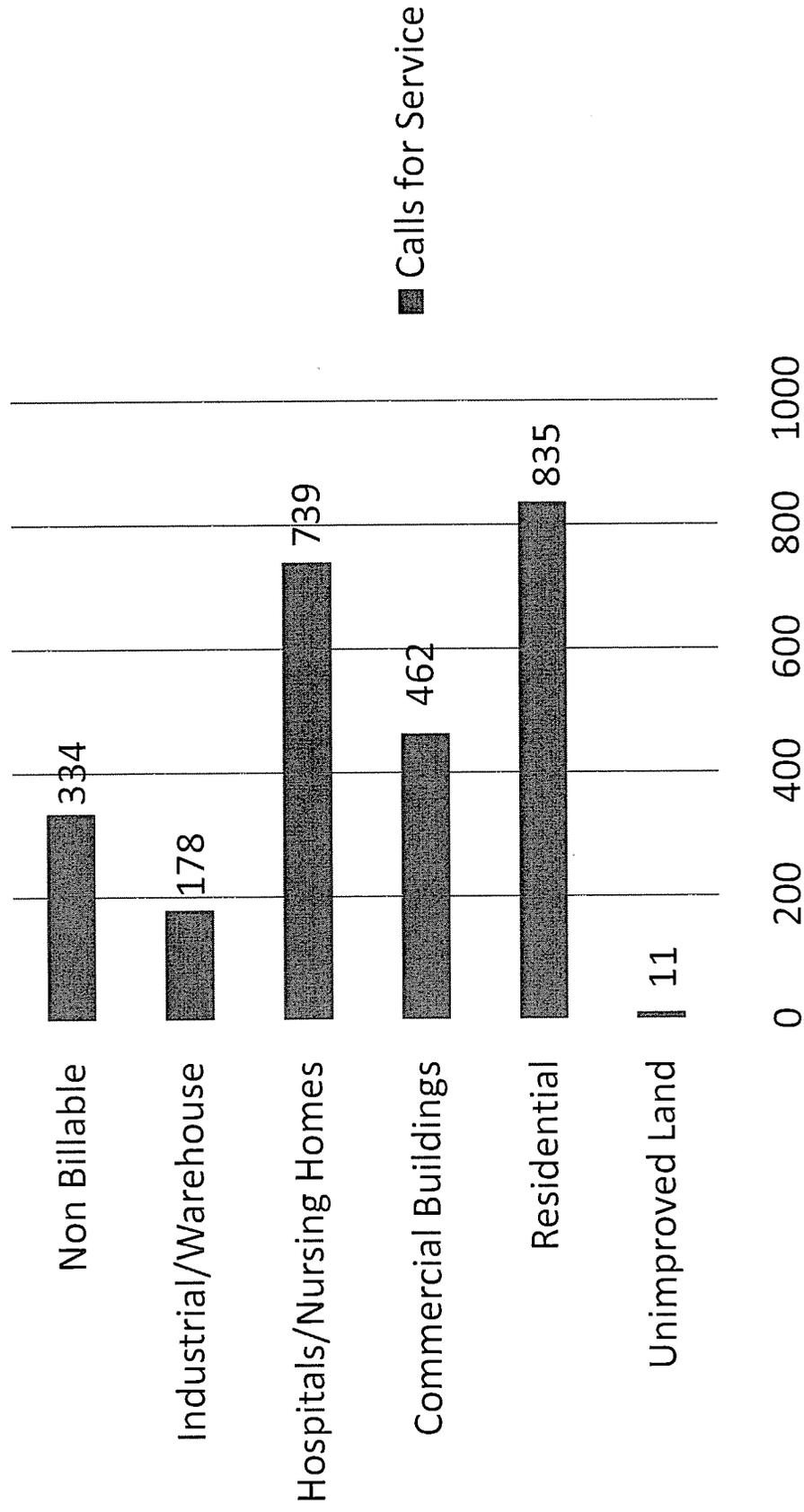
The response to commercial type structure fires constitutes the largest first assignments (four (4) responding fire units), while emergency medical calls, non-emergency requests for service and investigations of possible illegal burning have the smallest first assignment (one (1) responding fire unit).

Service Demand Weighing

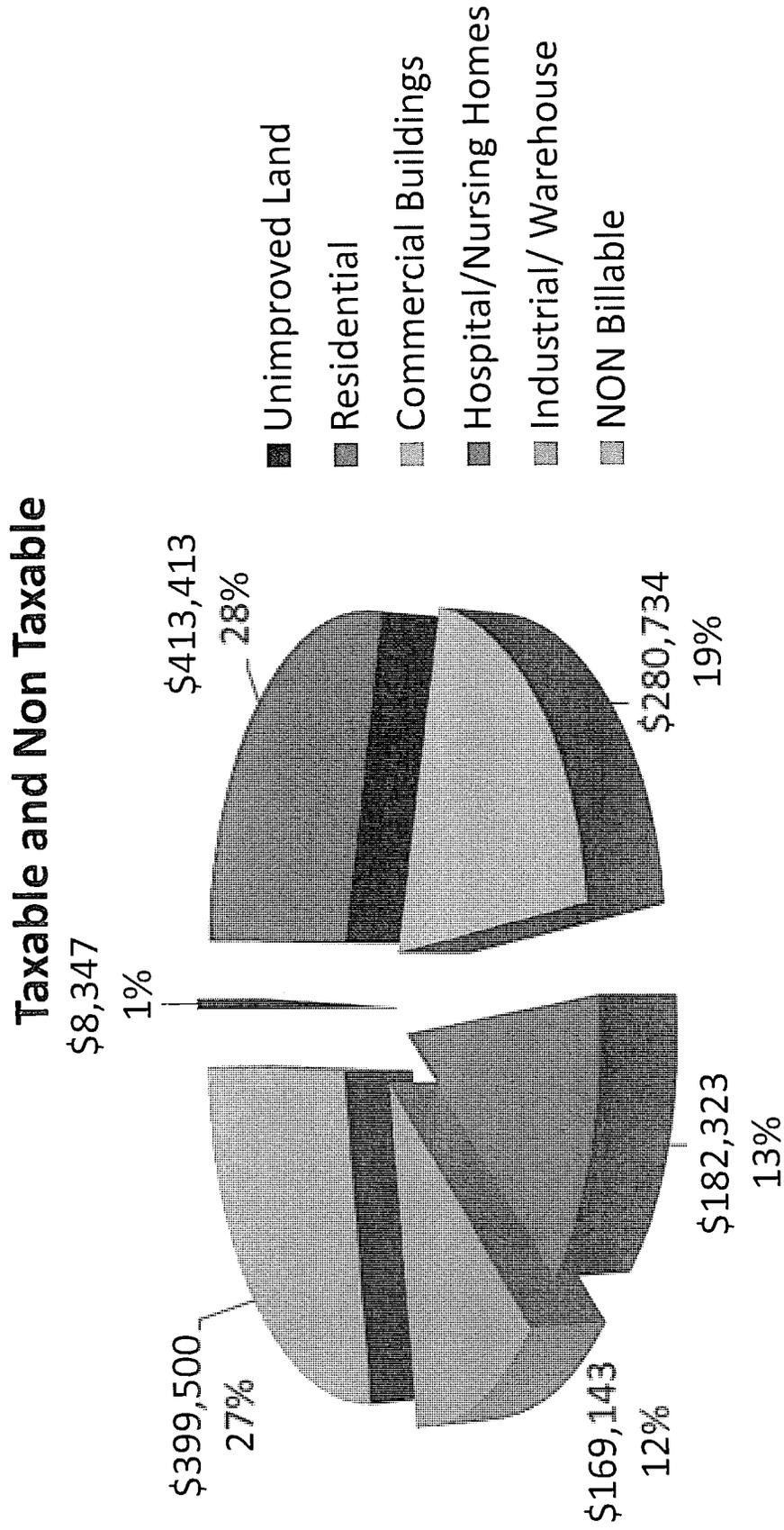
Therefore the following weighing is applied;

- a full response (4 units) to a commercial type building is weighed at a 100% value (1.00)
- a full response to a residential or wild fire (3 units) is weighed at a 75% value (0.75)
- Single unit response (S.U.) to any type of property use category is weighed at a 25% value (0.25)

Total Calls for Brooksville Fire Department 2008



Budgeted Costs to Property Type Calls for Service Delivery

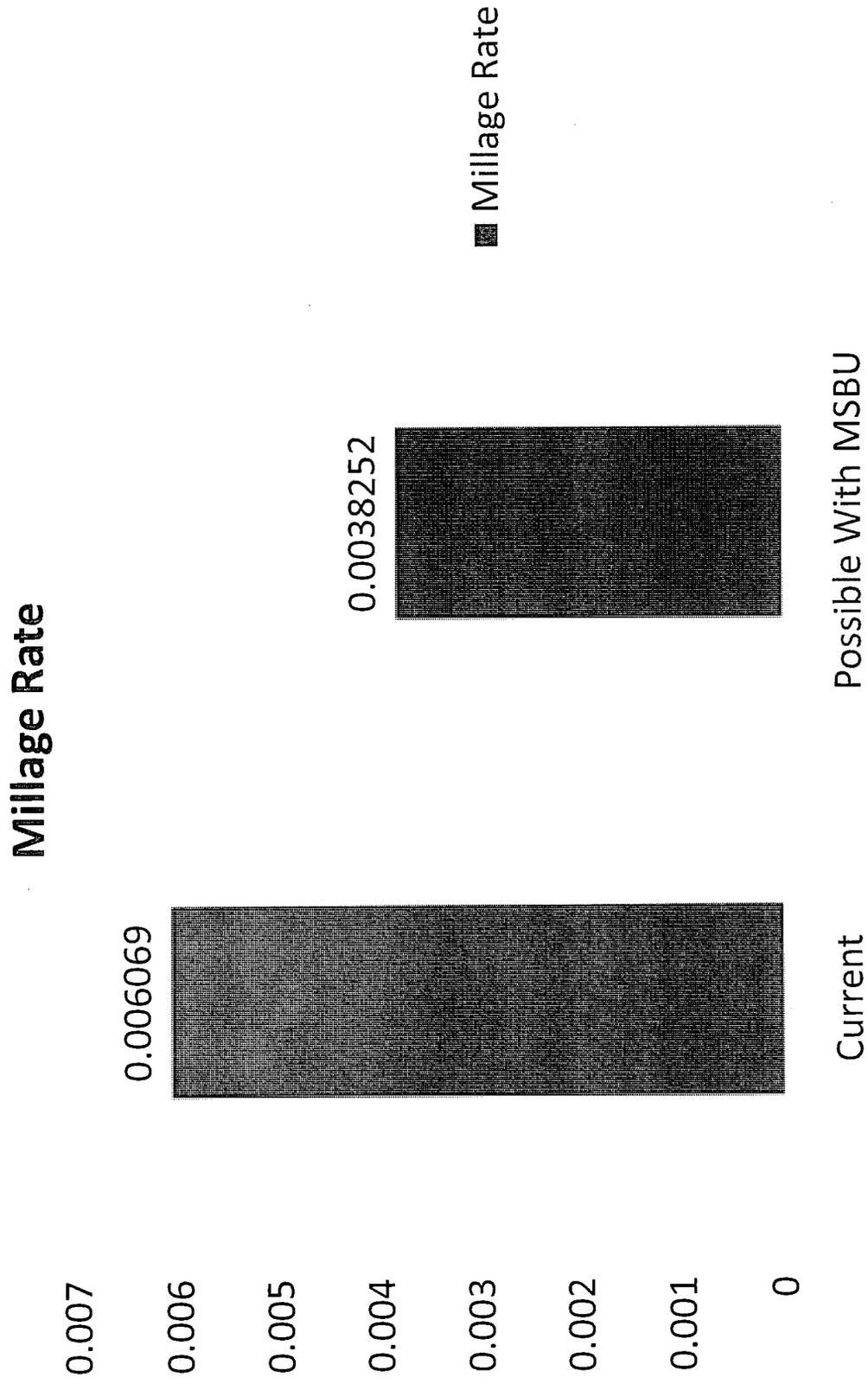


Fire Budget

Budget Allocations

Transfers	\$9,107.00	
Debt Service	\$57,270.00	
Capital Oulay	\$0.00	
Operating Expenses	\$108,138.00	
Personnel Services	\$1,272,933.00	
	0	500000 1000000 1500000

Ad Valorem Tax Roll



IF COUNCIL DECIDES TO MOVE
FORWARD WITH ASSESSMENTS

TYPICAL PROCEDURES TIMELINE

F.S. 197.363

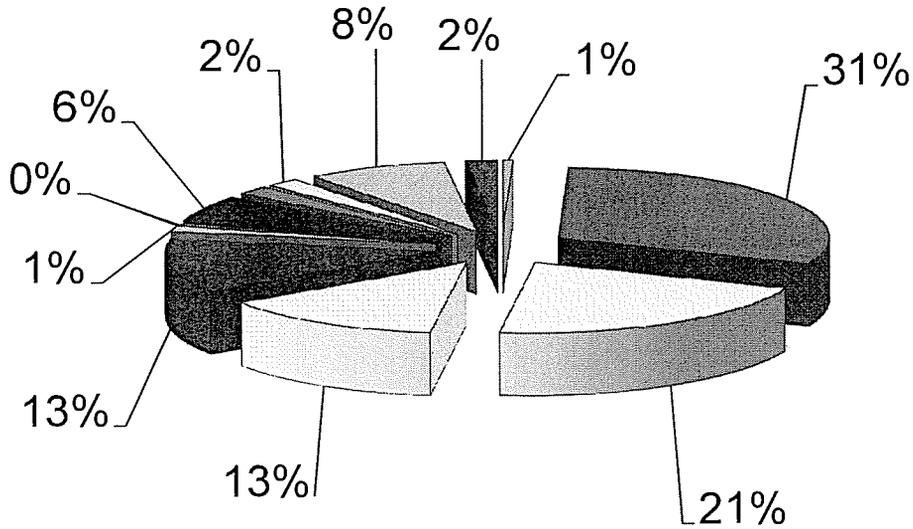
- Legal Review and update Ordinance No. 682
and Resolution No. 2004-01 (Next 45 Days)
- Adopt resolution by (Jan. 1)
- Copy of Resolution to Property Appraiser, Tax Collector and Local Government by (Jan 10)
- Notice of Intent (Publish 4 weeks proceeding the hearing)
- Define benefit or service area (Brooksville Fire District)

TYPICAL PROCEDURES TIMELINE

F.S. 197.363

- Develop apportionment methodology
- Adopt procedural ordinance
- Calculate rates (June / July)
- Provide for public notice
- Adopt final rates (Month of September)
- Collect assessment

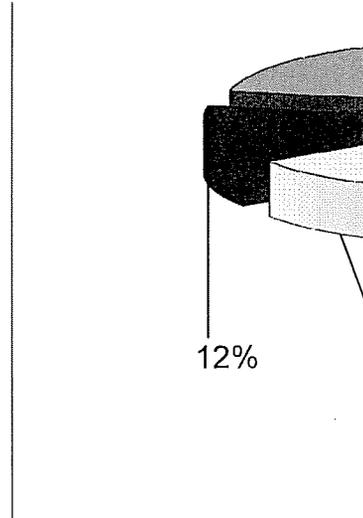
Call Percentage for MSBU



Unimproved Land	\$9,004
Residential	\$445,943
Commercial Buildings	\$302,824
Hospital/Nursing Homes	\$196,670
Industrial/ Warehouse	\$182,453
Place of Worship	\$17,061
Agricultural Building	\$0
Street- not Classified	\$4,265
Residential Street	\$88,146
Parking Area	\$28,908
Divided Highway	\$28,434
Street in Commercial Area	\$122,267
Outside Property (not Classed)	\$27,486

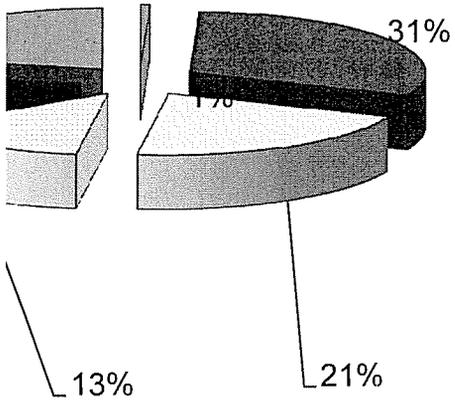
P

Unimproved Land	\$9,004
Residential	\$445,943
Commercial Buildings	\$302,824
Hospital/Nursing Homes	\$196,670
Industrial/ Warehouse	\$182,453
NON Billable	\$316,567
Agicultural Building	



- Unimproved Land
- Residential
- Commercial Buildings
- Hospital/Nursing Homes
- Industrial/ Warehouse
- Place of Worship
- Agricultural Building
- Street- not Classified
- Residential Street
- Parking Area
- Divided Highway
- Street in Commercial Area

Percentage Billable & Non- Billable



- Unimproved Land
- Residential
- Commercial Buildings
- Hospital/Nursing Homes
- Industrial/ Warehouse
- NON Billable

After Decrease in Millage (Spread Sheet number 3)
Residential

# Parcels	Taxable Value Range	Taxable Property Value	Millage rate	Taxes	MSBU Rate	Total MSBU	Base Fee	Total Base Fee	Total MSBU Fee & New Millage	New cost per parcel	Current Millage taxes	Current cost per parcel	Inc/(Decr.)	Inc/(Decr) per unit
113	0	\$0	3.6486	\$0.00	\$156.58	\$17,693.54	\$12.23	\$1,381.99	19,075.53	168.81	0.00	0.00	\$19,075.53	\$168.81
Sub-Total						\$17,693.54	\$12.23	\$1,381.99	19,075.53	168.81	0.00	0.00	\$19,075.53	\$168.81
6	\$1 To \$999	\$1,847	3.6486	\$6.74	\$156.58	\$39.48	\$12.23	\$73.38	1,019.60	169.93	11.21	1.87	\$1,008.39	\$168.06
12	\$1,000 To \$1,999	\$17,621	3.6486	\$64.29	\$156.58	\$1,879.96	\$12.23	\$146.76	2,090.01	174.17	106.94	8.91	\$1,983.07	\$165.26
11	\$2,000 To \$2,999	\$26,480	3.6486	\$96.61	\$156.58	\$1,722.38	\$12.23	\$134.53	1,953.52	160.71	14.61	14.61	\$1,782.82	\$162.96
10	\$3,000 To \$3,999	\$34,047	3.6486	\$124.22	\$156.58	\$1,565.80	\$12.23	\$122.30	1,812.32	181.23	206.63	20.66	\$1,605.69	\$160.57
8	\$4,000 To \$4,999	\$36,011	3.6486	\$131.39	\$156.58	\$1,252.64	\$12.23	\$97.84	1,481.87	185.23	218.55	27.32	\$1,263.32	\$157.91
30	\$5,000 To \$9,999	\$393,645	3.6486	\$1,436.25	\$156.58	\$7,829.00	\$12.23	\$611.50	9,876.75	197.54	2,389.03	47.78	\$7,487.72	\$149.75
Sub-Total		\$509,651		\$1,859.51		\$15,188.26		\$1,186.31	18,234.08		3,093.07	31.89	\$15,141.01	\$156.09
158	\$10,000 To \$19,999	\$2,502,136	3.6486	\$9,129.29	\$156.58	\$24,739.64	\$12.23	\$1,932.34	35,801.27	276.59	15,185.46	96.11	\$20,615.81	\$130.48
474	\$20,000 To \$29,999	\$11,648,764	3.6486	\$42,501.68	\$156.58	\$74,218.92	\$12.23	\$5,787.02	122,517.62	258.48	70,696.35	149.15	\$51,821.27	\$109.33
129	\$30,000 To \$39,999	\$4,418,054	3.6486	\$16,119.71	\$156.58	\$19,872.50	\$12.23	\$1,528.75	37,220.96	297.77	26,813.17	214.61	\$10,407.79	\$83.26
147	\$40,000 To \$49,999	\$6,676,310	3.6486	\$24,359.18	\$156.58	\$23,017.26	\$12.23	\$1,797.81	49,174.25	354.52	40,516.53	275.84	\$8,655.73	\$58.88
111	\$50,000 To \$59,999	\$6,071,753	3.6486	\$22,153.40	\$156.58	\$17,980.38	\$12.23	\$1,357.53	40,691.31	368.39	36,849.47	331.98	\$4,041.84	\$36.41
94	\$60,000 To \$69,999	\$6,115,912	3.6486	\$22,314.52	\$156.58	\$14,718.52	\$12.23	\$1,149.62	38,182.66	406.20	37,117.47	394.87	\$1,085.19	\$11.33
53	\$70,000 To \$79,999	\$3,968,239	3.6486	\$14,478.52	\$156.58	\$8,298.74	\$12.23	\$648.19	23,425.45	441.99	24,063.24	454.40	\$657.80	\$12.41
40	\$80,000 To \$89,999	\$3,381,267	3.6486	\$12,336.89	\$156.58	\$6,263.20	\$12.23	\$489.20	19,089.29	477.23	20,520.91	513.02	\$1,431.62	\$35.79
32	\$90,000 To \$99,999	\$3,045,303	3.6486	\$11,111.09	\$156.58	\$5,010.56	\$12.23	\$391.36	16,513.01	516.03	18,481.94	577.56	\$1,968.93	\$61.53
Sub-Total		\$47,827,738		\$174,504.28		\$193,219.72		\$15,091.82	382,815.82		290,266.54	235.22	\$92,549.28	\$75.00
32	\$100,000 To \$109,999	\$3,300,861	3.6486	\$12,372.26	\$156.58	\$5,010.56	\$12.23	\$391.36	17,774.18	555.44	20,579.74	643.12	\$2,805.56	\$87.67
14	\$110,000 To \$119,999	\$1,596,806	3.6486	\$5,826.11	\$156.58	\$2,192.12	\$12.23	\$171.22	8,169.45	584.96	9,691.02	692.22	\$1,501.97	\$107.25
14	\$120,000 To \$129,999	\$1,786,703	3.6486	\$6,445.99	\$156.58	\$2,192.12	\$12.23	\$171.22	8,809.33	629.24	10,722.12	765.97	\$1,972.79	\$136.63
9	\$130,000 To \$139,999	\$1,210,881	3.6486	\$4,418.02	\$156.58	\$1,409.22	\$12.23	\$110.07	5,937.31	659.70	7,348.84	816.54	\$1,411.53	\$156.84
11	\$140,000 To \$149,999	\$1,597,897	3.6486	\$5,830.09	\$156.58	\$1,722.38	\$12.23	\$134.53	7,687.00	699.82	9,697.64	881.60	\$2,010.64	\$182.79
14	\$150,000 To \$159,999	\$2,176,452	3.6486	\$7,941.00	\$156.58	\$2,192.12	\$12.23	\$171.22	10,304.34	736.02	13,208.89	943.49	\$2,904.54	\$207.47
7	\$160,000 To \$169,999	\$1,155,937	3.6486	\$4,217.55	\$156.58	\$1,096.06	\$12.23	\$85.61	5,399.22	771.32	7,015.38	1,002.20	\$1,616.16	\$230.88
4	\$170,000 To \$179,999	\$698,599	3.6486	\$2,548.91	\$156.58	\$626.32	\$12.23	\$48.92	3,224.15	806.04	4,239.80	1,059.95	\$1,015.65	\$253.91
13	\$180,000 To \$189,999	\$2,419,492	3.6486	\$8,827.76	\$156.58	\$2,035.54	\$12.23	\$158.99	11,022.29	847.87	14,663.90	1,129.53	\$3,661.66	\$281.66
7	\$190,000 To \$199,999	\$1,365,465	3.6486	\$4,982.04	\$156.58	\$1,096.06	\$12.23	\$85.61	6,163.71	880.53	8,287.01	1,183.86	\$2,123.30	\$303.33
Sub-Total		\$17,379,193		\$63,486.72		\$19,572.50		\$1,528.75	84,510.97		105,474.32	843.79	\$20,963.35	\$167.11
6	\$200,000 To \$219,999	\$1,249,826	3.6486	\$4,560.12	\$156.58	\$939.48	\$12.23	\$73.38	5,572.98	928.83	7,685.19	1,284.20	\$2,012.22	\$335.37
20	\$220,000 To \$239,999	\$4,585,493	3.6486	\$16,730.63	\$156.58	\$3,131.60	\$12.23	\$244.60	20,106.89	1,005.34	27,829.36	1,391.47	\$7,722.53	\$386.13
12	\$240,000 To \$259,999	\$3,007,489	3.6486	\$10,973.16	\$156.58	\$1,878.98	\$12.23	\$146.76	12,998.88	1,083.24	18,252.51	1,521.04	\$5,253.63	\$437.80
22	\$260,000 To \$299,999	\$6,185,858	3.6486	\$22,599.72	\$156.58	\$3,444.76	\$12.23	\$269.06	26,283.54	1,194.71	37,541.87	1,706.45	\$11,298.43	\$511.75
31	\$300,000 To \$499,999	\$11,432,457	3.6486	\$41,712.46	\$156.58	\$4,653.98	\$12.23	\$379.13	46,945.57	1,514.37	69,383.58	2,238.18	\$22,438.01	\$723.61
7	\$500,000 Plus	\$5,083,137	3.6486	\$18,546.33	\$156.58	\$1,096.06	\$12.23	\$85.61	19,728.00	2,818.29	30,849.56	4,407.08	\$11,121.55	\$1,588.79
Sub-Total		\$31,544,270		\$115,092.42		\$15,344.84		\$1,198.54	131,635.60		191,442.17	1,953.43	\$59,806.37	\$610.27
1667	Total non mobile homes & Apts.	\$97,260,852		\$354,865.94		\$261,818.86		\$20,387.41	636,272.21		590,276.11	354.09	\$45,996.10	\$27.59
25	Mobile Homes													
781	Laurenwood	0	3.6486	0	\$156.58	\$3,914.50	\$12.23	\$305.75	\$4,220.25	168.81	0	0.00	\$4,220.25	\$168.81 (GA)
	Cloverleaf	0	3.6486	0	\$156.58	\$122,288.98	\$12.23	\$9,551.63	\$131,840.61	168.81	0	0.00	\$131,840.61	\$168.81 (GA)
	Morris Meadows	0	3.6486	0	\$156.58	\$7,829.00	\$12.23	\$611.50	\$8,440.50	168.81	0	0.00	\$8,440.50	\$168.81 (GA)
69	Lakeside	0	3.6486	0	\$156.58	\$10,804.02	\$12.23	\$843.87	\$11,647.89	168.81	0	0.00	\$11,647.89	\$168.81 (GA)
266	Southway Villas	0	3.6486	0	\$156.58	\$40,084.48	\$12.23	\$3,130.88	\$43,215.36	168.81	0	0.00	\$43,215.36	\$168.81 (GA)
1181	Sub-Total	0	3.6486	0	\$156.58	\$164,920.98	\$12.23	\$14,443.63	\$199,364.61	168.81	0	0	\$199,364.61	\$168.81
2848	Total /mobile homes					\$445,999.84		\$34,831.04	\$635,636.82		590,276.11	283.41	\$245,360.71	\$86.15

Before taking out non-billable (Spread Sheet number 1)

Property Type	Response Type	Un-weighted Calls (actual)	Weighted Value	Adjusted Service Units	Percentage of Total Units*	Budget Allocation	Billable Units	Per Unit Assessment
Unimproved Land	Full Response	4	0.75	3				
	Single Unit Response	7	0.25	1.75				
Residential	Full Response	53	0.75	39.75	0.62%	\$9,004.16	1,712	\$5.26 (per Parcel)
	Single Unit Response	782	0.25	195.5	30.68%	\$445,942.88	2,848	\$156.58 (per Res. Unit)
Commercial Buildings	Full Response	59	1	59				
	Single Unit Response	403	0.25	100.75	20.83%	\$302,824.12	3,213,802	\$0.094 (per Bld. S.F.)
Hospitals/Nursing Homes	Full Response	13	1	13				
	Single Unit Response	726	0.125	90.75	13.53%	\$196,669.81	204,070	\$0.964 (per Bld. S.F.)
Industrial/Warehouse/	Full Response	69	1	69				
	Single Unit Response	109	0.25	27.25	12.55%	\$182,452.72	465,468	\$0.392 (per Bld. S.F.)
Places of Worship	Full Response	7	0.75	5.25				
	Single Unit Response	15	0.25	3.75	1.17%	\$17,060.51	15	\$0.00 (1A) (per Church)
Agricultural Building	Full Response	0	0.75	0				
	Single Unit Response	0	0.25	0	0.00%	\$0.00		#DIV/0! (1A) (per Bld. S.F.)

Street - not Classified	Full Response	2	0.75	1.5	0.29%	\$4,265.13	#DIV/0! (per Bld. S.F.) (1A)
	Single Unit Response	3	0.25	0.75 2.25			
Residential Street	Full Response	32	0.75	24	6.06%	\$88,145.99	#DIV/0! (per Bld. S.F.) (1A)
	Single Unit Response	90	0.25	22.5 46.5			
Parking Area	Full Response	10	0.75	7.5	1.99%	\$28,908.09	#DIV/0! (per Bld. S.F.) (1A)
	Single Unit Response	31	0.25	7.75 15.25			
Divided Highway	Full Response	15	0.75	11.25	1.96%	\$28,434.19	#DIV/0! (per Bld. S.F.) (1A)
	Single Unit Response	15	0.25	3.75 15			
Street in Commercial Area	Full Response	56	0.75	42	8.41%	\$122,267.02	#DIV/0! (per Bld. S.F.) (1A)
	Single Unit Response	90	0.25	22.5 64.5			
Outside Property (Not Classified)	Full Response	11	0.75	8.25	1.89%	\$27,486.38	#DIV/0! (per Bld. S.F.) (1A)
	Single Unit Response	25	0.25	6.25 14.5			
Total		2,627		766.75	100.00%	\$1,453,461.00	
BFD Total Budget 09/10		\$1,453,461					
BFD Total Budget 09/10		\$1,453,461					
Less Non Billable		\$316,567					(1B)
BFD Revenue to be funded by the MSBU		\$ 1,136,894					(1C)

Attachment B
8/11/09

BROOKSVILLE POLICE TRAFFIC SAFETY PROGRAM

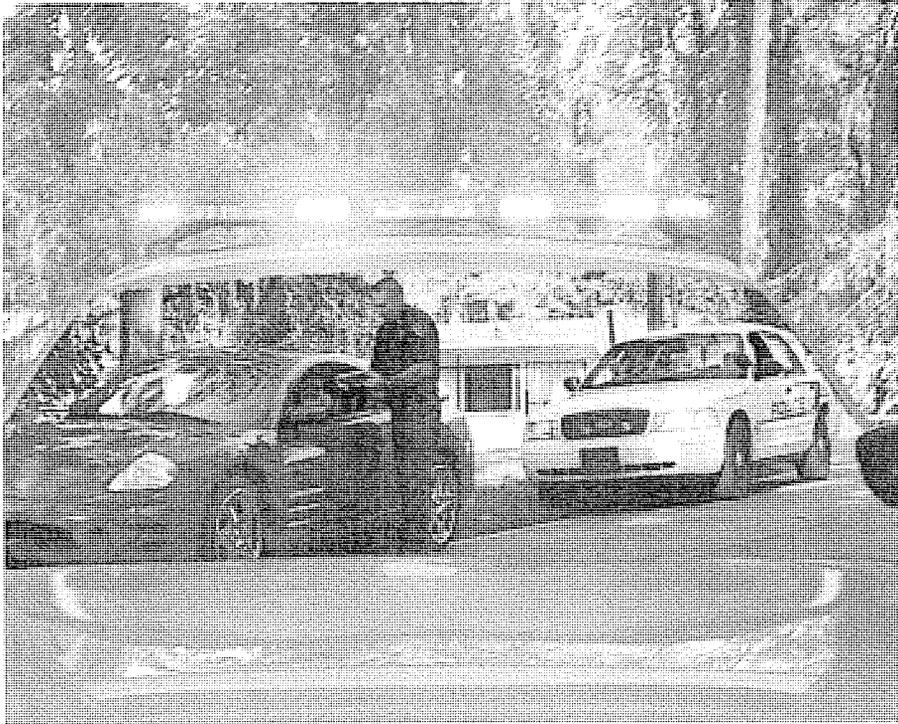
PART I: RED LIGHT CAMERA PROGRAM

PART II: TRAFFIC ENFORCEMENT PROGRAM

**SOONER OR LATER...
SPEEDERS SEE THE LIGHT**



**BROOKSVILLE POLICE DEPARTMENT
TRAFFIC ENFORCEMENT UNIT
www.ci.brooksville.fl.us/police**



TRAFFIC FACTS

- There were 2,978 traffic fatalities in Florida in 2008.
- Florida had 18.6 traffic fatalities per a 100,000 population compared to the national average of 14.7.
- Approximately 33% of Florida Traffic Fatalities occurred at intersections, compared to the national average of 21%.
- Research concludes that drivers operate more conservatively for some period of time after observing a marked police car, so deployment of highly visible marked police cars can promote more conservative driving.
- According to statistics from the U.S. National Highway Traffic Safety Administration, aggressive and proactive traffic enforcement is the greatest tool the law enforcement community has to prevent crashes, deaths and injuries as a result of crashes, and crime.



NEWS RELEASE

FOR IMMEDIATE RELEASE
JULY 31, 2009

CONTACT: CAPT. MARK WELCH
FLORIDA HIGHWAY PATROL
(850) 617-2301

FLORIDA HIGHWAY PATROL KEEPS KEEN EYE OUT FOR RED LIGHT RUNNERS

~ Troopers participate in nationwide campaign ~

TALLAHASSEE, Fla. – If the light is red, you better stop. That is the message from the Florida Highway Patrol as it gears up to participate in the *National Stop On Red Week* scheduled Aug. 2 - 8, 2009.

Troopers will place special emphasis on motorists who fail to stop at a red traffic signal and place innocent pedestrians, bicyclists and motorists in danger. If you think that running a red light is no big deal, then perhaps you should put yourself in the shoes of eight-year-old Hannah Grant and her family from Fort Myers, Fla.

Two years ago, Lynn Grant and her two daughters were turning left at an intersection on a green arrow when a vehicle approaching from their left failed to stop at a red light. It crashed into them at a speed of 55 mph. While Lynn and her daughter, Shannon, suffered minor injuries, the crash put Hannah in a coma for three weeks. She has been paralyzed ever since and cannot talk, walk or feed herself.

"Each year, thousands of innocent people are injured or killed by an impatient driver who does not want to wait a few moments for a red light," said the Director of the Florida Highway Patrol, Colonel John Czernis. "When the light is green, you should be able to drive through the intersection without worrying about someone else crashing into your car because they are trying to beat the light. A yellow light signals drivers to stop if they can do so safely because the light will soon be red."

Traffic crashes are the single most significant cause of preventable death and injury in the United States. Last year, red light running in Florida led to 76 fatalities and to crashes that resulted in more than 7,100 instances of injury or property damage. The leading excuse for running a red light is "being in a hurry."

The Florida Highway Patrol encourages motorists to call *FHP (*347) on their cellular phones to report drunk, aggressive or other dangerous drivers. Callers can remain anonymous. Motorists who experience car trouble on the highway or who otherwise need assistance from the FHP also may dial *FHP to request assistance.

###

F.S.S. 316.075

- Fla. Stat. 316.075(1)(c)(1)(a) Steady red indication.
(1) Vehicular traffic facing a steady red signal shall stop before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown; however: (a.) The driver of a vehicle which is **STOPPED** at a clearly marked stop line may make a right turn, but shall yield the right-of-way to pedestrians and other traffic proceeding as directed by the signal at the intersection, except that municipal and county authorities may prohibit any such right turn against a steady red signal at any intersection, which prohibition shall be effective when a sign giving notice thereof is erected in a location visible to traffic approaching the intersection.

7

State Fines v. City Fines

*HAVING POINTS ASSESSED TO YOUR DRIVER'S LICENSE EQUATES TO HIGHER INSURANCE RATES. TOO MANY POINTS CAN CAUSE YOUR DRIVING PRIVILEGE TO BE SUSPENDED

	Fine	Driver's License
State	\$214.05	4 Points *
UTC		
City Ordinance Violation	\$125.00	No Points



Brooksville Police Officers responded to 173 Traffic Crashes from January 1, 2009 to date

TRAFFIC CRASH STATISTICS YR to Date - 173 Reported

Day Occurs	Date Occurs	Time Occurs	Location	Offense 1
Sun	01/02/2009	15:11	N. BROAD ST / BELL AVE	PROPERTY DAMAGE (NON CRIMII
Sun	01/02/2009	18:30	BROAD STREET AT CORTEZ	PROPERTY DAMAGE (NON CRIMII
Sun	01/04/2009	13:49	S. BROAD ST / VFW	PROPERTY DAMAGE (NON CRIMII
Sat	01/03/2009	00:05	232 OAKLAND AVE	PROPERTY DAMAGE (NON CRIMII
Tue	01/06/2009	10:26	W JEFFERSON STREET AND	PROPERTY DAMAGE (NON CRIMII
Sun	01/08/2009	12:18	S. MAIN ST / MLK	PROPERTY DAMAGE (NON CRIMII
Sun	01/08/2009	13:34	234 E. JEFFERSON ST	PROPERTY DAMAGE (NON CRIMII
Sat	01/10/2009	15:30	UNION ST. & INDEPENDENCE	PROPERTY DAMAGE (NON CRIMII
Sat	01/10/2009	20:00	503 S BROOKSVILLE AVE	PROPERTY DAMAGE (NON CRIMII
Wed	01/14/2009	15:00	BROAD STREET AND BUENA	PROPERTY DAMAGE (NON CRIMII
Thu	01/15/2009	11:20	BROAD STREET AND BAILEY	PROPERTY DAMAGE (NON CRIMII
Sun	01/16/2009	09:14	BROCKWAY LN/ HOWELL AVI	PROPERTY DAMAGE (NON CRIMII
Sat	01/17/2009	21:40	20090 CORTEZ. BLVD	PROPERTY DAMAGE (NON CRIMII
Sun	01/21/2009	19:00	MLK BLVD/ MAIN ST	PROPERTY DAMAGE (NON CRIMII
Sun	01/20/2009	15:13	BROAD ST/ VFW RD	PROPERTY DAMAGE (NON CRIMII
Fri	01/23/2009	08:30	W JEFFERSON STREET AT G	PROPERTY DAMAGE (NON CRIMII
Sat	01/24/2009	11:15	BROAD ST AT CORTEZ BLVD	PROPERTY DAMAGE (NON CRIMII
Sat	01/24/2009	02:33	S.BROAD ST/BENTON AVE	PROPERTY DAMAGE (NON CRIMII
Sat	01/24/2009	11:00	7305 S BROAD STREET	PROPERTY DAMAGE (NON CRIMII
Fri	01/30/2009	15:35	W. FORT DADE @ PONCE DE	PROPERTY DAMAGE (NON CRIMII
Sun	02/01/2009	12:40	S. BROAD ST.@WALMART	PROPERTY DAMAGE (NON CRIMII
Sun	02/01/2009	22:01	E JEFFERSON ST/ MAY AVE	PROPERTY DAMAGE (NON CRIMII
Thu	01/29/2009	17:40	101 PONCE DE LEON BLVD	PROPERTY DAMAGE (NON CRIMII
Mon	02/02/2009	13:55	BROAD STREET AT TWINGA I	PROPERTY DAMAGE (NON CRIMII
Sun	02/02/2009	11:50	671 S. BROAD ST. (PARKING I	PROPERTY DAMAGE (NON CRIMII
Sun	02/02/2009	16:05	E. FORT DADE AVE / N. MAGN	PROPERTY DAMAGE (NON CRIMII
Tue	02/03/2009	10:00	205 PONCE DE LEON BLVD	PROPERTY DAMAGE (NON CRIMII
Tue	02/03/2009	16:00	BROAD STREET AND LAMAR	PROPERTY DAMAGE (NON CRIMII
Sun	02/10/2009	20:47	1290 S BROAD ST	PROPERTY DAMAGE (NON CRIMII
Wed	02/11/2009	15:00	E JEFFERSON ST AND BROAI	PROPERTY DAMAGE (NON CRIMII
Sun	02/13/2009	21:10	999 N. BROAD. ST	PROPERTY DAMAGE (NON CRIMII
Fri	02/13/2009	11:05	19498 CORTEZ BOULEVARD	PROPERTY DAMAGE (NON CRIMII
Mon	02/16/2009	16:00	M.L.K AND BROAD STREET	PROPERTY DAMAGE (NON CRIMII
Mon	02/16/2009	17:00	19390 CORTEZ BLVD.	PROPERTY DAMAGE (NON CRIMII
Tue	02/17/2009	07:40	955 HOWELL AVE	PROPERTY DAMAGE (NON CRIMII
Tue	02/17/2009	08:00	8120 CRYSTAL BROOK CIRCL	PROPERTY DAMAGE (NON CRIMII
Sun	02/16/2009	15:34	PONCE AND JEFFERSON	PROPERTY DAMAGE (NON CRIMII
Tue	02/17/2009	13:00	ZOLLER STREET	PROPERTY DAMAGE (NON CRIMII
Wed	02/18/2009	17:20	770 SOUTH MAIN STREET AP	PROPERTY DAMAGE (NON CRIMII
Thu	02/19/2009	13:35	19390 CORTEZ BOULEVARD	PROPERTY DAMAGE (NON CRIMII
Sun	02/19/2009	18:22	682 S BROAD ST	PROPERTY DAMAGE (NON CRIMII
Mon	02/23/2009	12:50	CORTEZ BLVD @ BUCK HOPI	PROPERTY DAMAGE (NON CRIMII
Tue	02/24/2009	12:55	MILDRED AND S. BROAD ST.	PROPERTY DAMAGE (NON CRIMII
Sun	02/24/2009	12:49	1185 S. BROAD ST	PROPERTY DAMAGE (NON CRIMII

TRAFFIC CRASH STATISTICS YR to Date - 173 Reported

<u>Day Occurs</u>	<u>Date Occurs</u>	<u>Time Occurs</u>	<u>Location</u>	<u>Offense 1</u>
Wed	02/25/2009	20:00	CORTEZ BLVD @ PAY BROW	PROPERTY DAMAGE (NON CRIMI
Fri	02/27/2009	15:10	S. BROAD / MUNDON HILL	PROPERTY DAMAGE (NON CRIMI
Thu	02/26/2009	15:00	BROAD STREET AND ROBER	PROPERTY DAMAGE (NON CRIMI
Mon	03/02/2009	14:00	MILDRED AVE W JEFFERSON	PROPERTY DAMAGE (NON CRIMI
Tue	03/03/2009	07:15	8090 CRYSTAL BROOK CIRCL	PROPERTY DAMAGE (NON CRIMI
Tue	03/03/2009	11:20	CORTEZ BLVD AND BARNETI	PROPERTY DAMAGE (NON CRIMI
Sun	03/03/2009	14:30	HOWELL AVE & OAKWOOD D	PROPERTY DAMAGE (NON CRIMI
Mon	03/02/2009	18:10	SOUTH BROAD @ MLK	PROPERTY DAMAGE (NON CRIMI
Sun	03/05/2009	20:42	EAST AVE/W JEFFERSON ST	PROPERTY DAMAGE (NON CRIMI
Fri	03/06/2009	12:00	BROAD STREET AND CANDL	PROPERTY DAMAGE (NON CRIMI
Fri	03/06/2009	12:00	E. JEFFERSON ST. @ N. BRQ	PROPERTY DAMAGE (NON CRIMI
Sun	03/08/2009	11:20	CORTEZ AND HORSE LAKE R	PROPERTY DAMAGE (NON CRIMI
Mon	03/09/2009	05:45	SOUTH BROAD @ VETERANS	PROPERTY DAMAGE (NON CRIMI
Mon	03/09/2009	14:30	CORTEZ BLVD @ SOUTH BR	PROPERTY DAMAGE (NON CRIMI
Mon	03/09/2009	16:43	W. JEFFERSON / PONCE DE I	PROPERTY DAMAGE (NON CRIMI
Mon	03/09/2009	15:30	CORTEZ BLVD / EMERALD SF	PROPERTY DAMAGE (NON CRIMI
Thu	03/19/2009	22:00	130 MILDRED AVE	PROPERTY DAMAGE (NON CRIMI
Fri	03/20/2009	17:15	845 S. BROAD STREET	PROPERTY DAMAGE (NON CRIMI
Sun	03/22/2009	03:40	HALE AVE NORTH OF WALK	PROPERTY DAMAGE (NON CRIMI
Sun	03/17/2009	22:00	HORSE NLAKE RD. & BARNET	PROPERTY DAMAGE (NON CRIMI
Sun	03/24/2009	14:35	MLK / E. JEFFERSON	TRAFFIC CRASH
Tue	03/24/2009	16:31	HOWELL AVE AT N. BROAD S	PROPERTY DAMAGE (NON CRIMI
Sun	03/25/2009	15:30	N. BROAD ST. @ S. GEORGIA	PROPERTY DAMAGE (NON CRIMI
Wed	03/25/2009	19:15	7410 SOUTH BROAD STREET	PROPERTY DAMAGE (NON CRIMI
Mon	03/09/2009	13:41	N BROAD ST AT SAXON AVE	PROPERTY DAMAGE (NON CRIMI
Sun	03/29/2009	18:35	330 UNION ST	TRAFFIC CRASH
Mon	03/30/2009	14:35	PONCE DE LEON BLVD AND V	TRAFFIC CRASH
Tue	03/31/2009	12:40	PONCE DE LEON @ S. BROA	TRAFFIC CRASH
Tue	03/31/2009	15:00	709 SOUTH BROAD ST	PROPERTY DAMAGE (NON CRIMI
Sun	04/01/2009	18:02	S BROAD ST/ NATELLE AVE	TRAFFIC CRASH
Thu	04/02/2009	17:44	WISCON RD/ 7305 S BROAD S	PROPERTY DAMAGE (NON CRIMI
Thu	04/02/2009	12:01	VETERANS AVE. @ W. JEFFE	TRAFFIC CRASH
Sun	04/02/2009	16:04	MAIN ST / JEFFERSON	TRAFFIC CRASH
Fri	04/03/2009	06:00	CROOM AND BROAD	TRAFFIC CRASH
Fri	04/03/2009	07:50	CORTEZ BLVD AND JEFFERS	TPAFFIC CRASH
Fri	04/03/2009	10:30	BROAD STREET AND CORTE	TPAFFIC CRASH
Fri	04/03/2009	16:00	E JEFFERSON AT EARLY STF	TPAFFIC CRASH
Wed	01/21/2009	16:11	DANIEL AVE AT S. BROAD ST	PROPERTY DAMAGE (NON CRIMI
Mon	04/06/2009	12:40	MLK @ TWIGG ST	TRAFFIC CRASH
Sun	04/06/2009	21:00	SOUTH BROAD @ NATELLE	TRAFFIC CRASH
Wed	04/08/2009	19:00	S. BROAD ST @ CANDLELIGH	PROPERTY DAMAGE (NON CRIMI
Wed	04/08/2009	20:00	324 W JEFFERSON STREET	TRAFFIC CRASH
Wed	04/08/2009	15:45	@WINN DIXIE	TRAFFIC CRASH
Sun	04/12/2009	00:21	1491 SABRA DR	LEAVING SCENE W/ PROPERTY D.

TRAFFIC CRASH STATISTICS YR to Date - 173 Reported

<u>Day Occurs</u>	<u>Date Occurs</u>	<u>Time Occurs</u>	<u>Location</u>	<u>Offense 1</u>
Sun	04/12/2009	18:22	CORTEZ BLVD/ COBB RD	TRAFFIC CRASH
Sat	04/04/2009	13:15	HOWELL AVE. @ EDERINGTC	TRAFFIC CRASH
Tue	04/14/2009	09:30	COBB RD AND FORT DADE A'	TRAFFIC CRASH
Thu	04/16/2009	13:20	SOUTH BROAD @ HALE	TRAFFIC CRASH
Thu	04/16/2009	13:54	N. BROAD ST @ BELL	TRAFFIC CRASH
Sat	04/18/2009	13:00	E. JEFFERSON ST. @ AERIFC	TRAFFIC CRASH
Sun	04/17/2009	22:30	MLK BLVD @ S BROOKSVILLE	PROPERTY DAMAGE (NON CRIMI
Tue	04/21/2009	08:00	PONCE DE LEON @ W. JEFFE	TRAFFIC CRASH
Tue	04/21/2009	12:24	CORTEZ BLVD@ARNOLD AVI	TRAFFIC CRASH
Wed	04/22/2009	15:20	PONCE DE LEON BLVD	TRAFFIC CRASH
Fri	04/24/2009	12:50	E. JEFFERSON @ EMERSON	TRAFFIC CRASH
Sun	04/26/2009	17:31	N. BROAD ST / E. JEFFERSON	LEAVING THE SCENE OF AN ACCI
Sun	04/26/2009	14:20	SOUTH BROAD STREET	TRAFFIC CRASH
Mon	04/27/2009	19:00	1200 W. JEFFERSON STREET	PROPERTY DAMAGE (NON CRIMI
Sun	04/27/2009	14:30	1224 S. BROAD STREET	TRAFFIC CRASH
Tue	04/28/2009	10:30	W JEFFERSON AND MILDREI	TRAFFIC CRASH
Thu	04/30/2009	13:15	W. JEFFERSON @ N. ORANG	TRAFFIC CRASH
Sun	04/30/2009	17:22	PONCE DE LEON / W. FORT I	TRAFFIC CRASH
Fri	05/01/2009	12:55	MLK BLVD. @ MAIN ST.	TRAFFIC CRASH
Mon	05/04/2009	10:45	BROAD @ HOWELL AVENUE	TRAFFIC CRASH
Tue	05/05/2009	07:35	TWINGATE AVE @MAYO ST	TRAFFIC CRASH
Tue	05/05/2009	17:45	700 DARBY. LN	TRAFFIC CRASH
Wed	05/06/2009	17:00	M.L.K. BLVD AND UNION ST	TRAFFIC CRASH
Sun	04/17/2009	12:00	7354 BROAD STREET	TRAFFIC CRASH
Thu	05/07/2009	15:00	856 S BROAD STREET	TRAFFIC CRASH
Sun	05/11/2009	22:30	302 INDEPENDENCE CIRCLE	PROPERTY DAMAGE (NON CRIMI
Wed	05/13/2009	13:30	965 CANDLELIGHT BLVD	PROPERTY DAMAGE (NON CRIMI
Thu	05/14/2009	15:53	E. JEFFERSON @ N. MAIN ST	TRAFFIC CRASH
Sat	05/16/2009	08:29	CRYSTAL BROOK CIRCLE	PROPERTY DAMAGE (NON CRIMI
Thu	05/14/2009	14:00	7305 S. BROAD STREET	TRAFFIC CRASH
Mon	05/18/2009	16:37	EAST AVE @ E. FORT DADE	TRAFFIC CRASH
Tue	05/19/2009	04:45	S.BROAD. ST / CORTEZ. BLV	TRAFFIC CRASH
Sun	05/20/2009	16:40	MURPHYS GAS STATION	TRAFFIC CRASH
Sat	05/23/2009	12:35	7354 S. BROAD ST.	TRAFFIC CRASH
Fri	05/22/2009	13:10	CORTEZ BLVD @ S. BROAD S	TRAFFIC CRASH
Tue	05/26/2009	09:30	TIPERARRY LN	TRAFFIC CRASH
Tue	05/26/2009	08:00	OLIVE STREET	TRAFFIC CRASH
Wed	05/27/2009	17:10	W. JEFFERSON @ EAST AVE	TRAFFIC CRASH
Sun	05/26/2009	00:22	909 LAURELRIDGE CT	PROPERTY DAMAGE (NON CRIMI
Tue	05/26/2009	21:58	947 MOONLIGHT LANE	PROPERTY DAMAGE (NON CRIMI
Sat	05/30/2009	13:58	S.BROAD ST AT CORTEZ BLV	TRAFFIC CRASH
Sun	05/31/2009	09:20	MLK & S. BROAD	TRAFFIC CRASH
Tue	06/02/2009	14:00	PONCE DE LEON BLVD/ W FF	TRAFFIC CRASH
Wed	06/03/2009	15:00	BROAD STREET AND CORTE	TRAFFIC CRASH

TRAFFIC CRASH STATISTICS YR to Date - 173 Reported

<u>Day Occurs</u>	<u>Date Occurs</u>	<u>Time Occurs</u>	<u>Location</u>	<u>Offense 1</u>
Sun	06/04/2009	13:15	CLINTON AND CORTEZ	TRAFFIC CRASH
Fri	06/05/2009	22:45	7305 S. BROAD ST.	TRAFFIC CRASH
Fri	06/05/2009	14:42	7410 S. BROAD ST.	TRAFFIC CRASH
Sun	06/05/2009	17:47	BARNETT RD / DRIVEWAY	TRAFFIC CRASH
Sun	06/08/2009	02:17	765 S BROAD ST	TRAFFIC CRASH
Sat	06/06/2009	02:15	611 N BROAD ST	TRAFFIC CRASH
Tue	06/09/2009	13:08	709 BELL AVE	PROPERTY DAMAGE (NON CRIMII
Wed	06/10/2009	18:35	19390 CORTEZ. BLVD	TRAFFIC CRASH
Sun	06/06/2009	11:33	W. JEFFERSON ST / N. LEMO	LEAVE THE SCENE OF AN ACCIDE
Sun	06/12/2009	15:45	S BROAD ST @ WISCON RD	PROPERTY DAMAGE (NON CRIMII
Sun	06/14/2009	21:05	BROAD ST @ SOUTHERN HIL	PROPERTY DAMAGE (NON CRIMII
Mon	06/15/2009	14:36	CORTEZ AT S.BROAD ST	TRAFFIC CRASH
Tue	06/16/2009	08:30	NORTH BROAD @ SOUTH MA	TRAFFIC CRASH
Tue	06/16/2009	10:19	PONCE DE LEON @ W. JEFFE	TRAFFIC CRASH
Thu	06/18/2009	09:30	109 S. BROAD STREET	TRAFFIC CRASH
Fri	06/19/2009	12:45	E. JEFFERSON ST. @N. ALAB	TRAFFIC CRASH
Sun	06/19/2009	11:40	CORTEZ BLVD / S. BROAD ST	LEAVING THE SCENE OF AN ACCII
Sun	06/21/2009	17:00	209 PONCE DE LEON	TRAFFIC CRASH
Sun	06/18/2009	17:15	HOWEL AVE. @ BROAD ST.	TRAFFIC CRASH
Sun	06/22/2009	11:30	CORTEZ BLVD. @ BROAD ST	TRAFFIC CRASH
Mon	06/22/2009	21:45	940 SOUTH BROAD STREET	PROPERTY DAMAGE (NON CRIMII
Thu	07/02/2009	23:45	7315 SOUTH BROAD STREET	PROPERTY DAMAGE (NON CRIMII
Fri	07/03/2009	19:30	19328 CORTEZ BLVD.	TRAFFIC CRASH
Sun	07/05/2009	18:34	CORTEZ. BLVD / S. BROAD. S	TRAFFIC CRASH
Mon	07/06/2009	12:00	BROAD STREET AND CANDLI	TRAFFIC CRASH
Sun	07/07/2009	13:20	BROAD STREET @ CORTEZ E	TRAFFIC CRASH
Wed	07/08/2009	12:55	CHATMAN @ SOUTH BROAD	TRAFFIC CRASH
Thu	07/09/2009	09:05	SCHOOLHOUSE ST.	TRAFFIC CRASH
Thu	07/09/2009	13:20	1100 BROAD STREET	TRAFFIC CRASH
Sun	07/12/2009	17:30	PONCE DE LEON @ JEFFERS	TRAFFIC CRASH
Fri	07/17/2009	18:00	CROOM RD. EAST OF N BRO/	TRAFFIC CRASH
Fri	07/17/2009	09:20	310 EAST JEFFERSON STRE	TRAFFIC CRASH
Tue	07/21/2009	04:23	904 HOWELL AVENUE	TRAFFIC CRASH
Tue	07/21/2009	13:00	BROAD STREET AND BAILEY	TRAFFIC CRASH
Wed	07/22/2009	14:45	CORTEZ @ COBB	TRAFFIC CRASH
Thu	07/23/2009	20:00	7200 BROAD STREET	TRAFFIC CRASH
Fri	07/24/2009	09:58	19365 WISCON RD	TRAFFIC CRASH
Sun	07/24/2009	20:00	849 SOUTH BROAD STREET	TRAFFIC CRASH
Sat	07/25/2009	16:15	LOWES PARKING LOT	TRAFFIC CRASH
Wed	07/29/2009	14:45	BROAD ST @ VETERANS AVE	TRAFFIC CRASH
Fri	07/10/2009	08:25	MLK BLVD. @ S. BROOKSVILL	TRAFFIC CRASH

BROOKSVILLE POLICE TRAFFIC SAFETY PROGRAM

RED LIGHT CAMERA PROGRAM

2

40 CITIES IN FLORIDA USING ATS

- APOPKA
- AVENTURA
- BAL HARBOUR
- BOYNTON BEACH
- BROOKSVILLE
- CAMBELTON
- CASSELBERRY
- COCOA BEACH
- COLLIER COUNTY
- CORAL GABLES
- CUTLER BAY
- DORAL
- EL PORTAL
- FLORIDA CITY
- PALATKA
- PALM BEACH COUNTY
- PALM COAST
- TEMPLE TERRACE
- VERO BEACH
- WELLINGTON
- WINTER SPRINGS
- HALLANDALE BEACH
- HAVERHILL
- HIALEAH
- HILLSBOROUGH COUNTY
- HOLLYWOOD
- HOMESTEAD
- KEY BISCAYNE
- LAKELAND
- MIAMI GARDENS
- NORTH BAY VILLAGE
- NORTH MIAMI
- NORTH MIAMI BEACH
- OCOEE
- OPA-LOCKA
- PALM SPRINGS
- PEMBROKE PINES
- ROYAL PALM BEACH
- SUNNY ISLES BEACH
- WEST MIAMI

Use of Red Light Camera Systems

Cities In Florida Using Other Vendor's Systems	7-10
Cities In Florida With RFPs In Process For A Vendor	4



Current Camera Locations

NB Broad Street at MLK Blvd.	First Event: 3/20/2009	First Citation: 4/30/2009
NB Broad Street at Wiscon Rd.	First Event: 4/17/2009	First Citation: 5/1/2009
WB Jefferson Street at Ponce De Leon Blvd.	First Event:  4/23/2009	First Citation: 5/1/2009
SB Ponce De Leon Blvd. at W. Jefferson Street	First Event: 6/16/2009	First Citation: 6/18/2009
SB Cobb Road at W. Jefferson Street	Pending Installation	Pending Installation

Warning Period

- First camera operational on 3/20/2009
- Program began with a 30-Day Warning Period
- 768 Warnings mailed during this warning period

Affect on Traffic

- 795 Notices Issued in April
- 682 Notices Issued in May
- 613 Notices Issued in June

*The number of violations has decreased each month even though the amount of cameras recording violations increased each month.

Broad St./MLK Blvd. 4/30 to 6/30

Lane	Total Events	Total Citations Issued
2	131	58
3	174	82
4	1505	883
Total	1810	1023
	Projected Annual Violations	5800

Broad St./Wiscon Rd. 4/30 to 6/30

Lane	Total Events	Total Citations
1	339	22
2	72	13
3	135	30
4	239	34
Totals	785	99
Projected Annual		565

WB Jefferson St./Ponce 4/30 to 6/30

Lane	Total Events	Total Citations Issued
1	118	3
2	712	135
Totals	830	138
Projected Annual		787

SB Ponce at Jefferson St 5/15 to 6/30

Lane	Total Events	Total Citations
2	195	62
Totals	195	62
Projected Annual		456

SB Cobb Rd at Cortez Blvd

Lane	Total Events	Total Citations
	Pending Installation	
Projected Annual		5000



Fines Issued

- 1,524 Citations issued to date
- Averaging 68% Paid
- 580+ Violations Still Pending Review

Finance

\$ 120,987.00	Deposits-to-Date 8/7/09
\$17,720.00	Less payments to ATS
\$ 103,267.00	Balance
\$ 1,071,680.00	Projected Annual Income

Associated Costs

Reserve Police Officer/Reviewer	\$ 23,328.76
Uniform and Equipment	\$ 1,500.00
Computer and Monitor	\$1,800.00
Hearing Officer	\$ 5,000.00
Total	\$ 31,628.76

BROOKSVILLE POLICE TRAFFIC SAFETY PROGRAM

TRAFFIC ENFORCEMENT PROGRAM

- The Department's Traffic Unit is comprised of (3) Police Officers and supervised by a Sergeant. Officers are assigned a patrol vehicle to perform their assigned duties. Traffic Enforcement is conducted using semi-marked and marked Crown Victoria Police Interceptor sedans or Dodge Charger Police Interceptors. The unit is responsible for investigating all serious injury and fatal traffic crashes, conducting D.U.I. and Aggressive Driving Enforcement, educating the community in traffic safety and the overall enforcement of Florida's Traffic Laws.

- The Unit is broken down into four functional areas:
 - Traffic Enforcement
 - Child Safety Seat Program
 - DUI/Aggressive Driving Enforcement
 - Traffic Crash Investigations

- **Traffic Enforcement:**

- The Brooksville Police Department is committed to making the streets and highways of our city safe for residents, businesses and visitors alike. To ensure the safety of the traveling public is one of the tasks assigned to the Traffic Unit. The goal of traffic enforcement is to minimize pedestrian and vehicular crashes and fatalities through uniform, consistent and aggressive enforcement.
- All enforcement actions are completed in a fair, firm, impartial and courteous manner through the issuance of warnings, citations, and/or physical arrest.
- The objective of traffic enforcement is two fold, both immediate and long term. The immediate objective is to take enforcement action when a violation is observed. The long term objective is to favorably change the violator's future driving behavior.
- The Traffic Unit is focused on addressing the following:
 - 1. Address complaints and concerns with regard to traffic laws and violations.
 - 2. Reduce the number of traffic crashes and fatalities caused by speeding, aggressive driving, child seat violations and red light running.
 - 3. Monitor intersections where crashes frequently occur.
 - 4. Conduct selective traffic enforcement in areas identified through crash analysis and citizen complaints.
 - 5. Be highly visible to the motoring public with regard to traffic enforcement.

- **Child Safety Seat Program:**

- The Traffic Enforcement Unit will check and go over the installation of Child Car seats. Information pamphlets will be handed out during the installation.



- **D.U.I./Aggressive Driving Enforcement:**

- One of the biggest problems faced by the motoring public is drivers that are impaired by either alcohol and/or narcotics. Officers are assigned on a part-time basis to the county-wide D.U.I. Task Force and are responsible to detect and apprehend drivers under the influence. After the arrest is made the violator is transported to a D.U.I. testing facility where they are processed and then booked into the county jail. Drivers that are observed operating in an aggressive manner are stopped and cited immediately. The Uniform Traffic Citation that is issued for the violation is marked "Aggressive Driving" which will enhance the penalties and may lead to a possible suspension of the operator's privilege to drive a motor vehicle.

- **Traffic Crash Investigations:**

- Traffic Unit members are responsible for investigating all serious injury and fatal crashes in the City as well as addressing the various speed and safety related issues that come from the high volumes of traffic that passes along Brooksville's roadways daily.
- Officers assigned to the Traffic Unit receive specialized advanced training in Traffic Homicide Investigation and Crash Reconstruction. These officers investigate all fatal crashes, crashes involving City owned vehicles and conduct follow up investigation on Hit and Run reports. Officers also receive training and utilize "State of the Art" laser mapping and CAD drawing programs. The Traffic Unit is out on a daily basis, during the peak hours of traffic crashes, with a full-time emphasis on education, enforcement and prevention.

- National percent changes of Traffic Enforcement Unit implementation



- Traffic Tickets Issued - **Increased 16%**
- Officer Initiated Activity - **Increased 14%**
- Total Criminal Arrests - **Increased 34%**
 - Traffic Crashes - **Decreased 12%**
- Citizen Generated Calls - **Decreased 7%**
- Part One Crime Index - **Decreased 6%**

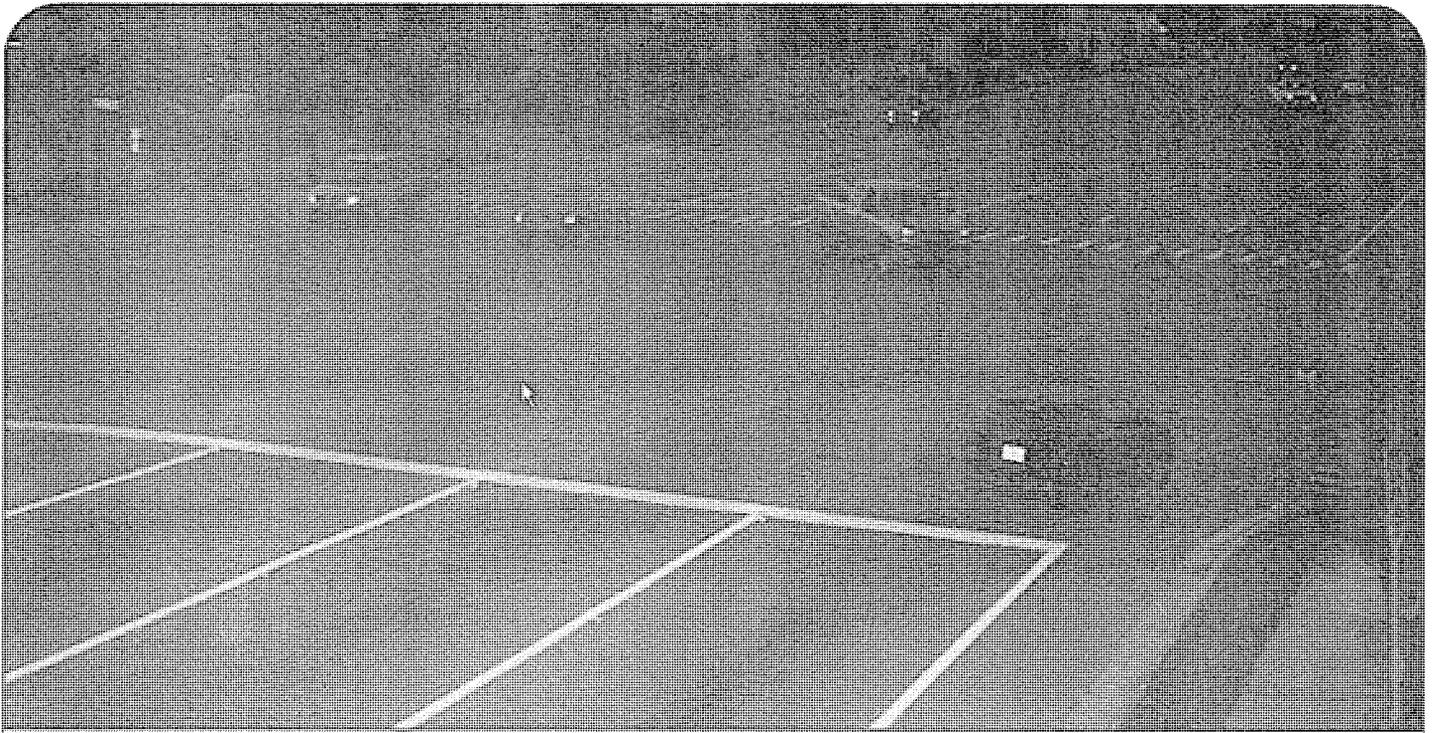
• USDOJ 2007

TRAFFIC ENFORCEMENT UNIT

Item	Cost	Total
Salary/Benefits	\$43,528.48	\$130,585.44
In-Car Camera System	\$4,485.00	\$13,455.00
Motorola Car Radio	\$2,600.15	\$7,800.45
Vehicle Lettering	\$531.85	\$1,595.55
Tag Recognition System	\$25,000.00	\$75,000.00
Laser Speed Device	\$3,100.00	\$9,300.00
Patrol Car	\$27,269.00	\$81,807.00
Uniform/Equipment	\$12,000.00	\$36,000.00
Totals		\$349,102.44

End of F/Y 09/10 Projection

Projected	\$1,071,680.00
Reviewer Costs	<\$31,628.76>
Traffic Enforcement Unit	<\$349,102.44>
Balance	\$690,948.80



Video Clips From Red Light Cameras

Statistics Prepared by Lt. Richard Hankins
And Sgt. Jason Brough

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

August 17, 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.

REQUESTS FOR WAIVERS

JBCC Waiver of Fees for Tangerine Time 2009

Consideration of request for waiver of the rental fees in the amount of \$436.65 for use of the JBCC for the 2009/10 event on December 31, 2009.

Wayne Vutech, Event Organizer, reviewed the waiver and thanked Council for again entertaining the idea of using the Jerome Brown Community Center for the event.

Motion:

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

JBCC Waiver of Fees for Publix Supermarkets

Consideration of waiver of fees in the amount of \$265 for the United Way of Hernando County Annual Campaign Kick-Off Meeting with Publix Supermarket on September 1, 2009, from 6:00 a.m. to 5:00 p.m. at the JBCC.

Robert Watts of Publix Supermarkets requested the waiver of fees and reviewed the event.

Council Member Lewis asked that staff check into the legal issues connected with the United Way in the past concerning the \$10,000 grant for the bus.

Motion:

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

Mayor Bernardini thanked Mr. Watts for the contributions of Publix to the City of Brooksville community.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Family Day – A Day to Eat Dinner with Your Children Proclamation

Proclamation in honor of “Family Day” on September 22, 2009.

Mayor Bernardini read the proclamation in its entirety which will be mailed to the University of

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

Columbia.

Walk with the Mayor for Breast Cancer/Cancer Awareness

Presentation for council's consideration to sponsor walk with the Mayor for Breast Cancer/Cancer Awareness in December 2009.

Mayor Bernardini indicated he will work with the American Cancer Society and the Health Department to have an event on December 7, 2009 to remind the community of the cause.

Motion:

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

South Brooksville Community Initiatives Team (SBCIT) Update

Presentation, update and discussion of South Brooksville Community Initiatives Team activities and progress.

Frankie Burnett, Leadership Team Member, presented Council with an update. He thanked Fire Chief Tim Mossgrove who helped put the presentation together.

He proceeded to review the purpose of the SBCIT as presented in Attachment A. He invited all who may have any ideas to contribute to participate.

Cliff Manual and Don Lacey of Coastal Engineering addressed Council with an update as well. Mr. Lacey, who helped develop the Community Block Plan for South Brooksville, pointed out the area covered in the vision plan.

Cliff Manual stated the vision plan would need to be reviewed against the local Comprehensive Plan, Zoning and issues in the area for which it would impact including roads, water, sewer and drainage. He indicated the South Brooksville area is served by water and sewer provided by the City of Brooksville and will require money to upgrade in support the vision plan. The transportation component will cost money to bring up to code and current standards. He detailed the floodplain issues and his plan to localize the impacts contained within the vision area and mitigation that needs to be done.

Council Member Pugh asked the intention of the existing properties intensity with zoning issues. Mr. Lacey replied it would be best to keep the larger commercial properties together with an interim use such as acreage in the TBARTA area until ready to be placed in a more intense use. He indicated they are not yet at the implementation stage of non-conforming types of uses.

Cliff Manual indicated the comprehensive plan becomes the implementer to forecast that vision for the next 20 years.

Council Member Pugh indicated he likes the plan. Council Member Johnston thanked all that have been involved in the project.

Vice Mayor Bradburn indicated she is excited about the plan and has heard a lot of positive feedback. She indicated TBARTA has named Brooksville as the northern terminus. Until this plan, most of the conversation has been to create a mixed use rail oriented development to the west. There is some very strong interest to the west of town with sites already located in the best interest of the County and TBARTA's vision for their final route. Mr. Lacey asked if TBARTA has talked about moving the railroad line. Vice Mayor Bradburn replied they have not decided on the final route but there are some other rail corridors available. There is a need for a rail hub, a turning station and a storage center. Considerations of the community include; how to support that entire rail system and the

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

infrastructure. There are significant drainage problems in this area and the rest of the City. A partnership with the County would help prioritize these needs. She would like feedback from SBCIT on the priorities of the vision plan. She asked if it was the intention to use site locale drainage. Mr. Manual replied the ditch has been there a long time and will not be cut off but will be part of the infrastructure improvement. The City has historically developed around these kinds of activities and places such as the hospital site. Vice Mayor Bradburn reiterated the importance of creating loop lines for water flow throughout the City. There is every element in a successfully strong sustainable neighborhood with mixed use and commercial that is compact. There is less impact on the perimeter roads. Also, tying it into recreation is an economic goldmine since the Good Neighbor Trail is the epicenter to revitalize the entire county. She asked to be kept up to date by members of CIT with the progress of the plan.

Mr. Manual asked where and what is the competing TBARTA site in west Brooksville. Vice Mayor Bradburn referred to their discussion months ago and stated whether or not the rail will come up an existing line on US41 or the parkway is yet to be determined. Mr. Manual asserted they are not local interest but TBARTA interest and wants to be sure they invest short and long range planning that includes the City. Vice Mayor Bradburn pointed out it includes City property and does not just stop at the airport. She expressed that it would be a notable achievement in creating transit oriented development. She noted getting the SIS system connected would be a great help.

Council Member Lewis thanked the entire CIT team for all their hard work. He likes this solid concept plan and it deserves merit by including all the essentials. It is going to take money and cooperation with grants and loans to institute and may have to be done in phases. The main issue is drainage before starting anything else. Vice Mayor Bradburn interjected if planned correctly Parsons Creek can be a beautiful amenity.

Planning & Growth Management Assessment Update

Update and discussion of findings.

Gene Boles, Program Manager of the Community Outreach Program at University of Florida, Gainesville indicated they are analyzing the big picture such as stakeholder involvement, strengthening existing communities, compact building design, emphasis on downtowns and neighborhood centers, economic diversity and stability, mixture of land uses, preserving open space, walkable neighborhoods, choices of housing, a transportation choice, efficient use of land and infrastructure and natural resources.

He reviewed the 2015 population projections for the County and the Comprehensive Plan for the City as well as the Enterprise Zone, Joint Planning Area and the First Right to Serve area, which largely defines the city and its surroundings. He emphasized that the City of Brooksville is very well positioned in the region for its transportation aspect along with the addition of a rail connection.

He indicated they have summarized the plan into six (6) recommendations.

- 1) Create a shared vision. He indicated that in talking to stakeholders there was very little knowledge of the vision. He suggested involving the County in revisiting and expanding the vision process.
- 2) Sustained Joint Planning Process with Hernando County. He felt the City already has good initiatives in place that need to be expanded on as well as Annexation Agreements and designating a Transportation Concurrency Exception Area.
- 3) Expand/Diversify Economic Base with focus on jobs, education and workforce housing.
- 4) Transportation Terminus/TBARTA
- 5) Revitalize Brooksville as Central City, identify and reinforce the role.
- 6) Create a “Green Community” in conjunction with HB697 and SB360 adopted in 2008.

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

Vice Mayor Bradburn indicated the recommendations provide a great opportunity to focus on the importance of each. She pointed out SB360 has not had many positive comments since it was passed. Mr. Boles indicated the bill does present an opportunity for some small cities influenced by state highways if used correctly. He emphasized that it requires movement towards land use and transportation strategies that support mobility. Vice Mayor Bradburn declared Council has to move quickly to identify the location of the hub. She specified there are 2 potential sites that are viable. The City would bode well by having transit oriented development in place. It is mixed use and more urban in nature so as to keep people off the roads. It has everything positive for a community and does not take away from but enhances the historic nature if planned correctly. The opportunity for a private investor would reduce the burden on taxpayers and would fit in to the vision for the City. She noted alignment with TBARTA identifying Brooksville as the northern terminus and staff rewriting all the development codes. Council has identified key priorities and inconsistencies where specific attention ought to be within the City's plans. There is great cooperation for revitalization with the County Administrator. Mayor Bernardini agreed that Council needs to move quickly on implementation of the plan.

CITIZEN INPUT

Frankie Burnett

Mr. Burnett indicated he failed to point out that the plans came directly from the residents of the community who have been working very hard on the vision plan.

CONSENT AGENDA

Minutes

June 15, 2009 Regular Meeting
July 6, 2009 Regular Meeting

COPS Hiring Recovery Program Grant

Consideration of accepting the 2009 COPS Grant award in the amount of \$134,122 and allow the Mayor to sign.

Beautification Board Student Appointment

Consideration of appointment to the student position of the Beautification Board.

Council Member Pugh pointed out a correction to the Mayor's title concerning the COPS Grant. Chief Turner will make the correction before sending it in. He also referred to the Beautification Board Student Appointment and suggested waiting until school is back in session to advertise for a better response. City Clerk Peters indicated it has been advertised for a couple of months but could be extended. Council Member Pugh denoted the student position is non-expiring and suggested a one year term to allow more participation. City Clerk Peters indicated that it could be changed to a one year term. Mayor Bernardini attested in the past it has been difficult to get a student involved on the Board. Council Member Pugh would like to promote the opportunity to the entire school system within the County.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval of Consent Agenda items 1 & 2 with a correction to Item 2 and removal of Item 3 for further advertising. Motion carried 5-0.

PUBLIC HEARINGS

Entry of Proof of Publication into the Record

Mayor Bernardini called for proof of publication. City Clerk Peters indicated Items G1 & G2 were

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

published on Friday, August 7, 2009, in the Hernando Today legal section of the Tampa Tribune and there is a copy of the affidavits for the record.

Ordinance No. 754-B – Firefighters' Retirement Trust Fund Amendments

Consideration of approval of ordinance amending City of Brooksville Firefighters' Retirement Trust Fund, inclusive of retirement contribution rates for 2009-10.

[First Reading 08/03/09]

Fire Chief Tim Mossgrove indicated the first reading was approved with this being the second reading for approval.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval.

Mayor Bernardini asked for public input; there was none.

City Clerk Peters read Ordinance No. 754-B by title, as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND, ADOPTED PURSUANT TO ORDINANCE NO. 525-I, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 5, CONTRIBUTIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 16, DISTRIBUTION OF BENEFITS; AMENDING SECTION 17, MISCELLANEOUS PROVISIONS; AMENDING SECTION 18, REPEAL OR TERMINATION OF SYSTEM; AMENDING SECTION 19, DOMESTIC RELATIONS ORDERS, RETIREE DIRECTED PAYMENTS, EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY; AMENDING SECTION 21, FORFEITURE OF PENSION; AMENDING SECTION 26, DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS, ELIMINATION OF MANDATORY DISTRIBUTIONS; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 29, PRIOR FIRE SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH 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

Ordinance No. 766-B – Cost Recovery Revision

Consideration of revisions to the Ordinance for cost recovery, which contains amendments necessary to comply with Senate Bill 2282 as signed into Florida Law effective July 1, 2009.

[First Reading 08/03/09]

City Attorney Hogan indicated the ordinance had to be amended to comply with the Senate Bill that amended 166.0446 that prohibited the City from charging recovery cost on vehicle accidents.

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval.

Mayor Bernardini asked for public input; there was none.

City Clerk Peters read Ordinance No. 766-B by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE AMENDING ORDINANCE 766; RESTRICTING REIMBURSEMENT OF COSTS FOR FIRST RESPONDERS TO MOTOR VEHICLE ACCIDENTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Motion carried 4-1 upon roll call vote, as follows:

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

Council Member Johnston explained his vote of opposition. He is opposed to charging fees for those services which the City is supposed to be providing anyway but agreed with charging for anything other than an ordinary response call such as chemical and hazardous materials or the need for response of additional units.

REGULAR AGENDA

Public Service Audit Cost Proposal

Consideration to approve additional audit services through existing contract with Oliver & Joseph to audit public services inclusive of Progress Energy and Withlacoochee Regional Electric Cooperative.

City Attorney indicated there are questions as to whether the fees were properly collected and a completed investigation for an audit of those accounts will be needed. The contract allows for amendment for additional services such as this and he recommended amending the contract to include this audit to finalize demands with those companies.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Johnston 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

Beautification Board Student

He would like to see a one year limitation imposed on the position to allow more student participation throughout the County including private schools. He feels it is important to include an essay as to the reason they want to be on the board. Mayor Bernardini cautioned on putting a time limit on the position and reiterated past history has shown it is extremely hard to get students to

REGULAR COUNCIL MEETING AGENDA – AUGUST 17, 2009

apply. Council Members Pugh and Johnston asserted the student can always reapply.

Policy for student position

City Manager Norman-Vacha declared staff could come back with suggested changes to the policy to specifically address the student position and suggested the student reapply and make it a one year or school year term for the position. Council Member Pugh pointed out the current policy states even if advertised properly and only one applies there is nothing against reappointment. City Manager Norman-Vacha confirmed that it does allow reapproving if no one else has applied.

Lara Bradburn, Vice Mayor

FLC Conference Update

She reported no significant resolutions are being proposed although some work was done on next year's legislative priorities. She had two (2) very positive meetings with Department of Transportation about local road projects within the City and there was much discussion on SB360. It was a very well organized and positive event and worthwhile attending.

T. Jennene Norman-Vacha, City Manager

August Budget Workshop

She reminded Council the next budget workshop is scheduled for August 25th at 6:00 p.m. in the City Council Chambers.

Joe Bernardini, Mayor

Fort Dade Avenue

He indicated the south side parking area of the road is not paved from Bell Avenue.

Condolences

He expressed condolences to City Manager Norman-Vacha and her family on the loss of her mother.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:50 p.m.

City Clerk

Attest: _____
Mayor

Update of the Community Initiative
Team (CIT)
South Brooksville District
Vision Plan

Presented by
Frankie Burnett

South Brooksville Redevelopment Inc. was
created in November 2006

Attachment A
8/17/09

South Brooksville District

Vision Plan

Vision

To redevelop and revitalize South Brooksville

Mission Statement

To make South Brooksville a safe, healthy and economically viable place to live, work, learn and play

South Brooksville District

Vision Plan Goals

- Jobs and Economic Development
- Clean up Community
- Transparency Communications
- Safe Environment for Residents

South Brooksville District

Vision Plan Goals

- Improve and Protect Community Assets
- Enhance Recreational Amenities and Opportunities
- Develop a Vision Plan
- Secure Funding for the Vision Plan

Community Initiative Team (CIT)

In July 2008 key residents in the South Brooksville Community came together and realized that both government entities needed to work together to address the immediate and future needs of their neighborhood. Therefore; on October 16, 2008 the CIT was founded and met as a group.

The teams intent is to focus on working groups in communities throughout Hernando County that want to address the immediate and future needs to enhance the overall functionality of their respective communities.

CIT Makeup

Voting and Non Voting Members

Voting Members:

- County Administrator
- City Manager
- Representative from BOCC
- Representative from Brooksville City Council
- Five members of the community

CIT Makeup

Voting and Non Voting Members

Non Voting Members:

Consist of both Hernando and City of Brooksville key staff as requested to work in commonality to support the CIT for specific projects and needs.

The Community Initiative Team work at the invitation of and, under the leadership of our communities throughout Hernando County starting with South Brooksville.

The Vision Plan

Presented by
Coastal Engineering

**CITY OF BROOKSVILLE
FIRST PUBLIC HEARING
FISCAL YEAR 2009/10 BUDGET
MINUTES**

September 9, 2009

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joe Johnston, David Council Member Pugh and Richard E. Lewis. Also present were Derrell McAteer, City Attorney; T. Jennene Norman-Vacha, City Manager, Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Jim Delach, Assistant Finance Director; Bill Geiger, Director of Community Development; Will Smith, Public Works Superintendent; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the St. Pete Times and Hernando Today were present.

The meeting was called to order at 6:16 p.m. by Mayor Bernardini, followed by an invocation and Pledge of Allegiance.

PUBLIC HEARING - PRESENTATION OF PROPOSED BUDGET FOR FISCAL YEAR STARTING OCTOBER 1, 2009

Mayor Bernardini read the following public announcement into the record.

Public Announcement - Ad Valorem Tax Rate (TRIM Notice)

Pursuant to Section 200.069, F.S., "Notice of Proposed Property Taxes" (TRIM NOTICE) the proposed ad valorem rate for the Fiscal Year 2009/10 was advertised to be a maximum of 7.0000 mills. This millage rate would be a 5.8874% decrease over the rolled back rate of 7.4379 mills. After reviewing revenue projections and proposed expenditure levels for the 2009/10 Fiscal Year, the General Fund budget is balanced at a proposed rate of 6.0690 mills, which is 18.4044% less than the current year's rolled-back rate.

Proposed Budget

Review proposed budget and points of discussion.

Steve Baumgartner, Finance Director indicated he would be reviewing the changes to the budget since the last workshop as directed by Council.

The first change in General Fund was audit fees pertaining to the Progress Energy Audit and the City will be subject to the single audit fees next year. Vice Mayor Bradburn clarified the intention is to have the fees recouped to cover the cost.

The next changes included a carry-over from Fiscal Year 2008/2009 for elevator repairs which has gone out for bid and is in the current Fiscal Year 2009/2010 budget. There was a small change with pollution insurance for the generator.

The Development Department has an increase in contractual services in which Council did a budget amendment this year for the demolition of the VFW Road building. This has gone out for bid and has been carried over to the next budget.

The City received a COPS hiring recovery program grant for one (1) police officer offsetting revenue and expenses.

Council authorized a \$250 bonus for all full-time employees and Vehicle Replacement Transfers are also included in the budget.

FIRST BUDGET HEARING MINUTES – SEPTEMBER 9, 2009

Since the previous workshop, notification was received from the State that there has been some changes in State Revenues.

The Water and Sewer Fund includes Lift Station Telemetry, Ditch Safety Box and Trailer, Fluoride Grant. Vice Mayor Bradburn reiterated she is not in favor of the Fluoride Grant.

Director Baumgartner stated the pollution insurance was lowered and partial expense went to the General Fund as previously mentioned as did the employee bonus.

In the Solid Waste Fund, following the resolution the CPI had a decrease, lowering rates. Overtime was increased due to the new recycling program and hauling solid waste out of the county; expense for the purchase of dumpsters was raised due to the cost of steel; fuel was raised due to uncertainty of fuel prices, recycling program and hauling solid waste; and the employee bonus.

In Other Funds, Law Enforcement Investigative Trust for the purchase of additional firearms; Foster and Foster recommended lowering the State contribution for next year for the Police Officers Retirement Fund; Internal Service Fund includes the employee bonus; Red Light Camera Fund includes the project revenues and the recommended expenses as detailed in the handout; Road Impact Fees for possible work on Providence Boulevard based on Council discussions; City Manager requested capital expenditures based on Council direction.

Council Member Pugh asked if the General Fund regarding General Government Pollution contribute to the City Hall generator. City Manager Norman-Vacha clarified that the \$1,300 premium in General Fund is specific to the City Hall Generator but there is another premium reflected in Water and Sewer for other generators not located in City Hall.

Council Member Pugh commented that he is not in favor of a bonus for employees.

Council Member Johnston asked if this is the first year of the COPS program which Chief Turner confirmed that it is the first year of a three-year grant with the stipulation of keeping the position for a fourth year.

Council Member Lewis would like staff to look into the possibility of converting the air conditioning unit and generator to natural gas with converting the hot water heaters at the same time if feasible.

Vice Mayor Bradburn

Vehicle Replacement Fund

Vice Mayor Bradburn felt there to be no need to add an additional \$143,983 to this fund. She would rather see the funds go towards Capital Improvements.

Decrease in Reserves

She indicated she is not comfortable with the decrease in reserves, feeling it should be around ten (10) percent as prudent financial planning in case of disaster.

Red Light Camera Revenues (Attachment B)

She indicated that while she appreciates Chief Turner's efforts concerning the Red Light Cameras she felt the Capital Improvements needs should not be put off any longer.

Council Member Johnston agreed, feeling uncertain that traffic enforcement is the most important improvement at this time for the funds to go towards. Mayor Bernardini indicated he agreed with them.

FIRST BUDGET HEARING MINUTES - SEPTEMBER 9, 2009

The issue of the Fluoride grant funds was discussed and clarification was provided by City Manager Norman-Vacha as well as clarification of the Police Officers Retirement Fund. Vice Mayor Bradburn explained the information she presented last year regarding negative health impacts was the reason she voted against the fluoride grant.

Chief Turner explained the idea behind the speed checking trailer since the tag recognition system is not working out as planned but will once the database is built up. Vice Mayor Bradburn questioned the database being built up by the use of only one (1) camera. Chief Turner clarified that the database is not generated by the cameras but by what is put into the system. He further explained the amount of activity could not justify the use of all three (3) cameras.

Council Member Lewis advised the sign for the trailer could be bought through a grant as was done in the past. Chief Turner indicated his department applied for a State Department of Transportation grant this year but did not get it.

Vice Mayor Bradburn asked if everyone is aware that the \$143,983 to the Vehicle Replacement fund is "in addition" to what is already there versus putting it in Capital Improvements. Discussion continued in which it was pointed out that money can be transferred out if needed.

Council Member Johnston agreed with Council Member Lewis to put the funds in the Vehicle Replacement Fund. He asked if there is a percentage requirement for general fund reserves for any of the bond issues to which Director Baumgartner replied in the negative because there is not major debt in the General Fund. The guidelines are between five (5) and fifteen (15) percent to which the City is currently at 7.13 percent in the General Fund along with other designated funds for a total of approximately thirteen (13) percent. Council Member Johnston explained this fund was originally set up because departments were having difficulty coming up with vehicles they needed at the time. Vice Mayor Bradburn indicated there was a period when the City was buying more vehicles than was needed without the necessary funding. Council Member Johnston further explained he would rather the funds be left in the Vehicle Replacement Fund until it is needed and the reserve rate is sufficient with additional designated reserves.

Council Member Lewis would like to see some of the funds from the Red Light Cameras be put in Capital Improvements. He recalled when there twelve (12) year old police cars breaking down on the way to a call which implemented a program to replace the vehicles on a five (5) year life expectancy which has now been extended. He denoted when reserves in the General Fund are extremely high it gives the impression that the millage rate is set too high. Vice Mayor Bradburn pointed out that the City does not have excess reserves and feels it is too low in that account and affirmed The Florida League of Cities suggests between seven (7) and ten (10) percent.

City Manager Norman-Vacha reviewed the three (3) issues discussed that were unclear; Vehicle Replacement Fund as itemized, \$250 employee one-time bonus and Red Light Cameras. She would like direction from Council in order to move forward with this budget.

Council Member Lewis feels the money for the Red Light Cameras should be held until at least February for Council consideration. He is in favor of applying for grants and also suggested the word "bonus" be replaced with "payment" for the \$250 to employees.

Red Light Camera Fund

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Bradburn, to fund out of

FIRST BUDGET HEARING MINUTES - SEPTEMBER 9, 2009

the Red Light Camera gross income; the part time red light reviewer, ATS share of tickets, Hearing Officer, computer and monitor, uniform and equipment for reviewer, transfer \$250,000 into Capital Improvements and \$100,000 into General Funds Reserves with the balance remaining in the Red Light Camera Fund.

Council Member Pugh feels crime is only going to get worse with the state of the economy and now is the time to deter crime. He would like to see foot patrol in the downtown area and feels traffic control can fund itself. If the Police Chief is not allowed to use the money for his department then the millage rate needs to be lowered and not do Capital Improvements. He suggested special taxing units on developers for roadways and drainage and the City should be getting a portion back from the County on roadway improvements.

Council Member Johnston pointed out that there will be approximately \$200,000 available to be used within the Police Department. Vice Mayor Bradburn did not agree with Council Member Pugh to which he further explained the red light camera fund was never intended to be "money-generating" to improve roadways but he might support putting it into reserves and not earmarking for Capital Improvements.

Motion carried 4-1 with Council Member Pugh voting in opposition.

Full-time employee one-time payment

City Manager Norman-Vacha clarified the motion as follows; a one-time payment for all full-time employees that are employed as of October 1, 2009 and remain employed through the payment of the one-time pay of \$250 that will be distributed with the first pay period payroll in December of 2009.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Johnston for approval. Motion carried 4-1 with Council Member Pugh voting in opposition.

Vehicle Replacement Fund

Motion:

Motion was made by Council Member Pugh and seconded by Council Member Johnston for approval of the transfer into the Vehicle Replacement Fund. Motion carried 4-1 with Vice Mayor Bradburn voting in opposition.

Ad Valorem Tax Rate for Fiscal Year 2009/10

Consideration of establishing ad valorem tax rate.

Finance Director Baumgartner declared based on discussion, Council would recommend this budget is balanced at 6.0690 mills which is the same rate assessed last year.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval of the Ad Valorem Tax Rate. Motion carried 5-0.

Vice Mayor Bradburn denoted the Ad Valorem Tax Rate is 18.4 percent beyond rollback.

Ordinance No. 778 - Recommended Budget for Fiscal Year 2009/10

Consideration of first reading of proposed budget effective October 1, 2009.

Finance Director Baumgartner indicated the changes for the Ordinance will be made by staff based on

FIRST BUDGET HEARING MINUTES – SEPTEMBER 9, 2009

the discussions this evening to incorporate for the Final Budget Hearing and publication in the newspaper next week.

City Manager Norman-Vacha advised the only change, based on Council discussions and motions, was in the Red Light Camera Fund and with Council clarification this budget has been balanced with the rate rollback on the Solid Waste that the Finance Director presented. This only has to do with adjusting distribution of expenditures and does not change the overall fund balance of the Red Light Camera as proposed to Council.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Bradburn for approval incorporating the changes agreed upon this evening and the data presented on the Sanitation/Solid Waste Fund.

City Clerk Peters read Ordinance No. 778 by title, as follows:

AN ORDINANCE APPROPRIATING CERTAIN MONIES FOR THE GENERAL OPERATIONS OF THE CITY OF BROOKSVILLE, FLORIDA, FROM ITS SEVERAL FUNDS FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010.

Mayor Bernardini asked for Public input; there was none.

Motion carried 4-1 upon roll call vote, as follows:

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

Proposed Ordinance No. 777 - Ad Valorem Tax Abatement Application

Approval of application for a ten year period with an exemption of 100% of the improved property value assessment for the first 5 yrs. and an exemption of 75% for the second 5 years, beginning 01/01/09 and providing for compliance guidelines.

Bill Geiger, Director of Community Development, reviewed the request associated with Flagstone Pavers, Inc.

Council Member Johnston referenced the value of improvements as indicated on the Property Appraiser's website and asked what the personal property improvements were and if the City's ordinance provides for exemption from personal property taxes or real property ad valorem taxes.

Director Geiger replied the improvements are for the expensive equipment inside the building that is performing production. He also indicated the ordinance does provide for both and further explained the Property Appraiser's Office checks the statutory regulations on how it relates to this program.

Council Member Lewis asked if the County has a tax abatement program that could be applied to this application. Director Geiger attested the applicant has spoken with the Office of Business Development but he is not sure if they are eligible for any of the other exemptions that the County offers and will follow up on the status.

FIRST BUDGET HEARING MINUTES - SEPTEMBER 9, 2009

Council Member Lewis would also like Dennis Wilfong, Ambassador of Commerce and Employment, to stay in touch with Flagstone Pavers and keep Council informed of his communications. Vice Mayor Bradburn informed Council that Flagstone has already planned another expansion and commended Mr. Wilfong for his due diligence in keeping Flagstone Pavers in Brooksville.

Council Member Johnston pointed out Section 5 provides that if the number of employees goes below a certain level then the exemption is removed and asked what type of monitoring system is in place. Director Geiger replied the Ordinance requires them to file reports with the City on an annual basis in March.

Attorney McAteer asked is there a resolution being used as a foundation for this ordinance. Director Geiger affirmed there is a resolution; Resolution Number 2003-02.

Motion:

Motion was made by Council Member Pugh and seconded by Vice Mayor Bradburn for approval of the abatement.

City Clerk Peters read Ordinance No. 777 by title, as follows:

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, PROVIDING FOR QUALIFIED TAX ABATEMENT FOR UP TO TEN YEARS FOR THE EXPANSION OF A QUALIFIED MANUFACTURING BUSINESS ON PROPERTY OWNED BY FLAGSTONE PAVERS, INC., LOCATED AT 9070 OLD COBB ROAD, BROOKSVILLE, FLORIDA 34601-9300; PROVIDING THAT THE EXPANSION OF THIS BUSINESS HAS CREATED THIRTY AND MUST MAINTAIN A MINIMUM OF TWENTY-SIX ADDITIONAL FULL-TIME JOBS; PROVIDING A SUMMARY OF THE ESTIMATED VALUES AND PROPOSED ABATED TAX REVENUE; PROVIDING FOR RESTRICTIONS, CONDITIONS AND TERMINATION; PROVIDING FOR THE EXEMPTION THROUGH THE HERNANDO COUNTY PROPERTY APPRAISER; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Bernardini asked for public input; there was none.

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

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

Mayor Bernardini asked about the paving of Fort Dade Avenue and his concern of the way it was left. City Manager Norman-Vacha advised she will have further discussions on this matter since it was indicated to her that this was normal paving procedure.

Mayor Bernardini referred to the Mildred Avenue turn lanes where tickets are being written for left turns. He requested staff check into signs clarifying this. City Manager Norman-Vacha indicated staff will check into it to resolve the issue.

FIRST BUDGET HEARING MINUTES - SEPTEMBER 9, 2009

Adjournment

There being no further business to bring before Council, the meeting adjourned at 7:35 p.m.

City Clerk

Attest: _____

" ATTACHMENT A "
9/9/09 Budget Workshop

CITY OF BROOKSVILLE FINANCE DEPARTMENT

Date: September 3, 2009
To: Honorable Mayor and City Council Members
VIA: T. Jennene Norman-Vacha, City Manager
From: Stephen J Baumgartner, Finance Director
RE: Changes to 09 10 Budget since City Council Workshops

The following are changes that have been made since the Budget Workshops to the 09 10 Budget for review and consideration of City Council:

GENERAL FUND

- General Government Accounting and Auditing Fees: raised \$7,000 due to Progress Energy Audit and Single Audit Fees (exceeding \$500,000 in Federal or State Grants).
- General Government Building and Improvements Capital: Elevator Repairs for City Hall totaling \$50,500. Carried over from 08 09 which was budgeted in current fiscal year for \$60,000. The \$50,500 was based on recent sealed bids.
- General Government Pollution Insurance added for \$1,300. This is split between Water and Sewer and General Fund based on locations of City Generators.
- Development Department Contractual Services raised \$16,000 for VFW Building demolition. This was carried over from the current fiscal year (approved Budget amendment by City Council).
- Police Department Salaries and Benefits raised \$43,105 with offsetting revenue from COPS Hiring Recovery Program (CHRP).
- All General Fund Departments with Employees were changed due to \$250.00 Employee one time Bonus authorized by City Council. This is a cost to General Fund of \$26,596.
- Vehicle Replacement Transfers were added based on Council's direction. This annual transfer totals \$143,983.
- Revenues were adjusted due to review and information from the State. City received notification that Municipal Revenue Sharing and Local Half-cent sales tax revenue estimates should be reduced 1.6%. The Budget reflects this adjustments.

" ATTACHMENT B "

Red Light Camera work sheet

Gross Revenue	\$697,500 (1)
Prior year carry forward	\$120,000
Total Income	\$817,500
Total Personnel Services	\$114,488 (2)
Other Contractual Services	\$223,200 (3)
Other current charges	\$1,000
Legal	\$5,000 (4)
Computer Supplies	\$1,800 (5)
Clothing/Uniforms	\$25,500 (6)
Fuel Cost	\$6,000
Uncapitalized Equipment	\$9,300 (7)
Operating Expenditures	\$271,800
Transfers Out	\$16,786 (8)
Machinery & Equipment	\$154,000 (9)
Total Capital	\$154,000
Total Expenses	\$557,074
Fund Balance	\$260,426

(1) Gross Income \$697,500

(2) 2 Traffic Officers (\$88,616) and part time red light reviewer (\$25,872).

(3) ATS share of tickets (\$223,200) and

(4) Hearing Officer (\$5,000).

(5) Computer and Monitor (\$1,800).

(6) Uniform and Equipment for Reviewer (\$1,500)

2 Traffic Officers (\$24,000)

(7) 3 Laser Speed device total \$9,300.

(8) Transfers out \$16,286 to fund 502 and \$500 to fund 609.

(9) 3 Cars equipped (3 cars \$114,000, with in car camera systems, Motorola car radios and Lettering.

1 Tag Recognition system (\$25,000) and

1 Speed checking trailer (\$15,000).

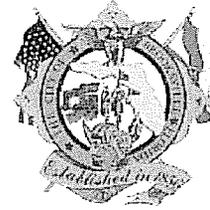
To: Mr. Stephen Baumgartner
 From: Ms. Mary Cason
 Date : September 2, 2009
 Re: FY 09/10 Solid Waste Collection Rates

Below is a chart of the changes to take effect October 2009. This change in rates is driven by Resolution #2008-24.

Container Size Cubic Yard	Frequency (Times per Week)					
	1	2	3	4	5	6

	1	2	3	4	5	6
2cy	\$78.77 \$78.23	\$113.31 \$112.55	\$148.84 \$146.84	\$182.40 \$181.17	\$216.94 \$215.47	\$251.49 \$249.79
4cy	\$113.31 \$112.55	\$182.40 \$181.17	\$251.49 \$249.79	\$320.57 \$318.40	\$389.66 \$387.03	\$458.74 \$455.64
6cy	\$148.84 \$146.84	\$251.49 \$249.79	\$355.11 \$352.71	\$458.74 \$455.64	\$562.39 \$558.59	\$666.00 \$661.51
8cy	\$182.40 \$181.17	\$320.57 \$318.40	\$458.74 \$455.64	\$596.92 \$592.89	\$735.10 \$730.14	\$873.27 \$867.38

Residential Curbside ~~\$16.09~~ \$15.98
 Residential Centralized ~~\$12.87~~ \$12.78
 Commercial Curbside ~~\$26.97~~ \$26.78



Memorandum

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Janice L. Peters, CMC, City Clerk

Subject: Uniform Contract

Date: September 24, 2009

General Summary

On August 8, 2003, the City and G&K Services, Inc., following proper bidding procedures as outlined in F.S. Chapter 287, entered into a 60 month agreement with three (3) additional automatic annual renewal options. In October 2003, Addendum #1 was signed, which adjusted the term of the contract to 36-months with automatic annual renewals for the three (3) consecutive years thereafter. Said contract expired on August 8, 2009, hereby included as Attachment 1.

Following the Rules of Procurement listed in F.S. Chapter 287.056 and included as Attachment 2, staff requests authorization to piggy-back on Hernando County's bid awarded January 2008 to Unifirst Corp. of Ocala, Florida, included as Attachment 2.

Hernando County, as referenced in paragraph 1-b of its contract (Attachment 3), authorizes Unifirst to extend its bid price(s), contract terms and conditions to other municipalities, or governmental agencies/entities within Hernando County throughout the term of their contract, which was for 36 months with the option of two (2) additional twelve (12) month periods. This would cover the city for uniform services until January 9, 2013.

Staff feels this will save staff time and additional costs of rebidding the agreement since the current contract with G&K is expired and after review of Unifirst's contract with Hernando County I believe this will come at a substantial savings for the City.

Budget Impact

Monies have been departmentally budgeted within the fiscal year 2009/10 for uniform costs.

Legal Impact

Council has the authority to approve.

Staff Recommendation

Authorize staff to proceed with process to piggy-back off Hernando County's bid with Unifirst Corp and authorize Mayor to execute any necessary agreement/documentation following review by the City Attorney.



G&K Services, Inc.
3735 Corporex Park Drive
Tampa, FL 33619

G&K SERVICES SERVICE AGREEMENT		365219
COMPANY NAME (Customer)		05-18-06 P03 50 11
ADDRESS		
City of Brooksville		
201 Howell Ave		
Brooksville, FL 34601		
PHONE	FAX	E-MAIL
352-34-5465	352-34-5470	

SERVICE & SUPPLY AGREEMENT. G&K Services (G&K) will supply, and Customer will accept exclusively from G&K, all of the Merchandise/Service Items (Items) listed on the Addendum(s) to this Agreement. Additional Items requested by Customer, verbally or in writing, will be covered by this Agreement. All rental items supplied to Customer remain the property of G&K. Customer agrees to pay G&K for all rental items lost or damaged beyond repair (excluding normal wear and tear) not returned to G&K upon termination of the Agreement, or upon termination of individual employees, as incurred at G&K's then current replacement values.

NO EXISTING AGREEMENTS. Customer warrants that it is not subject to any existing agreement for the supply of Items to be supplied under this Agreement.

GARMENT QUALITY GUARANTEE. Every replacement garment will meet or exceed G&K's guaranteed garment quality standards or nonconforming item will be replaced by the following delivery at no cost to Customer for the replacement item. Items requiring replacement due to normal wear and tear will be replaced with no unit replacement cost charges to Customer.

SERVICE GUARANTEE. G&K will:

- (a) return all items picked up on the normal delivery day by the next scheduled delivery day
- (b) repair and return to Customer all items in need of repair on the next scheduled delivery day
- (c) return all items in a clean and useable condition
- (d) deliver in one week, items of a standard size and color ordered for all new employees provided such order was received on a regular delivery day.

If G&K fails to meet these guarantees, Customer will be entitled to a credit equal to the weekly charge for the nonconforming item.

If Customer believes G&K has consistently failed to provide quality service as required under this Agreement, Customer may terminate this Agreement without penalty, provided that Customer first gives G&K written notice (sent by certified mail to address above) detailing such service deficiencies and G&K fails to resolve such deficiencies within sixty (60) days after G&K's receipt of such notice. Customer concerns shall be presumed resolved unless Customer gives G&K a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to G&K are paid, rental items are returned to G&K in good and usable condition and replacement value is paid for lost/damaged rental items. Any interruption of G&K's usual operations, or delay or termination of the service provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of G&K shall not be deemed a violation of the Service Guarantee set forth above.

TERM, RENEWAL. This Agreement is effective on the date of signing and continues for sixty (60) months after the first installation (for new Customers) or the date Customer signs a renewal Agreement. The Agreement will be renewed automatically and continuously for successive periods of three (3) years unless Customer, or G&K gives written notice (sent by certified mail) of non-renewal to the other at least ninety (90) days prior to the expiration date.

PRICES. Minimum or flat rate charges are based upon total inventory installed and may change if inventory is increased or decreased. Prices may be increased annually with notice to Customer. Within thirty (30) days of such notice, Customer may disapprove in writing to any price increase that exceeds the Consumer Price Index--all areas for the previous twelve (12) months or five percent (5%), whichever is greater. Charges will be made for preparation of additional orders, nametags, emblems, embroidery, seasonal changeovers, exchanges, outsize, auto replacement, environmental, fuel and energy surcharges. Prices are based on fifty-two (52) weeks per year service. Payment terms are net ten (10) days of the month following delivery, or C.O.D. Invoices will include applicable sales tax. Unpaid invoices are subject to late and collection fees up to the maximum amount permitted by applicable law. Customer agrees to a minimum weekly service volume of \$_____ or _____% of service volume indicated on the Agreement/Addendum(s). Customer agrees to buy, upon non-renewal, breach, or other termination of the Agreement, all embroidery or specially purchased items in service or held in stock by G&K at G&K's then current replacement values.

CANCELLATION WITHOUT CAUSE. If Customer breaches or prematurely terminates this Agreement for any reason, except for reasons set forth in the guarantee clause above, Customer will pay G&K, as liquidated damages (not as a penalty) an amount equal to fifty percent (50%) of the average weekly amounts invoiced to Customer during the ninety (90) days preceding the breach multiplied by the number of weeks remaining in the term of this Agreement, beginning with the date of breach. These damages will be in addition to all other amounts owed by Customer to G&K on the date of breach or wrongful termination, including any unreturned or damaged items resulting from the breach. Customer agrees to pay G&K all costs, including reasonable attorney's fees, incurred by G&K to enforce Customer's obligations under this Agreement.

MISCELLANEOUS. (1) Unless specified, items supplied under this Agreement are not "flame retardant" and are not designed for areas of flammability or recommended when contact with hazardous materials or ignition sources is possible, in which case burns or other serious injuries may result. G&K has advised Customer of availability of flame-retardant garments and recommended their use where employees may work in the above conditions. G&K may not be the maker of these garments and has not made and does not make any representation, warranty or covenant, express or implied, with respect to their quality, safety or suitability for Customer use. (2) Customer certifies that neither "lead nor blood borne pathogen-contaminated material" will be offered to G&K. Other heavy metals or materials that pose a health or environmental hazard have been disclosed to G&K prior to installation of account. (3) Customer agrees to "indemnify and/or hold harmless" G&K from and against any and all losses, claims, demands and injury to Customer and any other person or property arising from use of items. G&K assumes no responsibility for items serviced once they are in Customer's possession.

Customer expressly acknowledges that they have read and understand the contents of the Service Agreement and intend to be bound by it. Customer represents to G&K that the person signing the Service Agreement and Addendum(s) does so with the full authority to do so. This Agreement shall be binding and inure to the benefit of the parties, their respective successors and assigns.

CUSTOMER AUTHORIZATION		G&K SERVICES AUTHORIZATION	
CUSTOMER SIGNATURE	S&K PROFESSIONAL SIGNATURE	MGMT SUBMISSION DATE	
<i>Richard E. Lewis</i>	<i>Christal O'Donoghue</i>	8/8/03	
PRINTED NAME	PRINTED NAME	TITLE	
Richard E. Lewis	Christal O'Donoghue	Account Mgr.	
TITLE	G&K MGMT SIGNATURE	MGMT ACCEPTANCE DATE	
Mayor	<i>Leah Griffin</i>	8/8/03	
SERVICE AGREEMENT DATE	G&K MGMT PRINTED NAME	TITLE	
0/08/03	Leah Griffin	Service Manager	
701			Form SER-001A

G&K ORIGINAL COPY

- Attached:
- Addendum #1, Changes/Additions to Standard Service Contract
 - Addendum #2, Merchandise/Service Items List
 - Addendum #3, Three (3) page Price List
 - Addendum #4, Letter From G&K Dated June 23, 2003 From Account Manager Christal O'Donoghue

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

David LaCroix
David LaCroix, City Attorney

[Signature]
G&K Officer

Miriam (copy)

*Lease is based on 11 suit inventory
 *Wkly lease for 5 shirts and 5 pants/shorts combination is \$4.15 per wearer excluding high visibility, Indura, Executive Oxford Shirts & Jeans
 Addendum #3
 G&K Service Agreement

*Purchase price does not include handling and shipping charges

LEASE PRICING			PURCHASE PRICING		
Item #	Description	Price	Item #	Description	Price
1236-015	Men's uniform shorts - plain front	\$0.48 each	15847	Men's relaxed fit - plain front shorts	Waist 20-42 \$16.99
1236-076	Men's uniform shorts - pleated	\$0.48 each	24230	Men's Twill pleated shorts	Waist 44 \$20.99 Waist 28-42 \$18.99 Waist 44 \$22.99
1210-346	Women's industrial pants - slack style front pockets	\$0.48 each	11504	Women's plain front pants - slack style front pockets	Size 4-20 even \$21.49 Size 22-24 \$24.49
1236-678	Women's twill pleated shorts - double pleat front	\$0.48 each	20594	Women's twill pleated shorts - double pleat front	Size 4-20 \$18.99
1210-015	Men's industrial pants - plain front slack style	\$0.48 each	14534	Men's twill work pants heavy-gauge front and back pockets - plain front	Waist 28-42 \$18.49 Waist 44-50 \$22.49
1210-248	Men's side elastic waist industrial pants	\$0.48 each	17565	Men's wrinkle resistant cotton pants	Waist 28-42 even \$23.99
1216-741	Men's wrinkle resistant cotton pants	\$0.48 each	23494	ANSI T-shirt made from 100% spun polyester for a comfortable fit. High visibility yellow fabric will not fade. With reflective tape these shirts meet ANSI II visibility standards	Size S-XL \$25.99 Size 2-3X \$27.99 Size 4-6X \$29.99
1023-991-780	Visibility shirt long sleeve button front placket, 2 chest pockets with closure. 360 degree visibility. ANSI II compliant	\$1.58 each	68458	Men's striped work shirt long sleeve (LS)	Size S-XL \$17.99 Size 2XL-3XL \$20.99
1023-991-780	Visibility shirt short sleeve button front placket, 2 chest pockets with closure. 360 degree visibility. ANSI II compliant	\$1.52 each	68357	Men's striped work shirt short sleeve (SS)	Size S-XL \$16.99 Size 2XL-3XL \$19.99
1013-015	Men's striped industrial shirt Long Sleeve (LS) Short Sleeve (SS)	LS \$0.35 each SS \$0.35 each	31502	Men's wrinkle resistant 100% cotton shirt long sleeve	Size S-XL \$21.99 Size 2XL-3XL \$25.99
1016-741	Men's wrinkle resistant 100% cotton shirt solid Long Sleeve (LS) Short Sleeve (SS)	LS \$0.35 each SS \$0.35 each	33219	Men's wrinkle resistant 100% cotton shirt short sleeve	Size S-XL \$20.99 Size 2XL-3XL \$24.99
1026-324	Short sleeve solid Polo soil release finish, three button placket with matching buttons, left chest pocket, 50% polyester, 50% cotton	\$0.35 each	19776*	Industrial strength solid Pique Polo 50% polyester, 50% cotton. Soil release finish *no pocket	Size S-XL \$19.49 Size 2XL-3XL \$21.49 Size 4XL-5XL \$24.99 Size 6XL \$26.49
1026-324	Short sleeve two-tone Polo contrasting collar, inner placket and cuffs	\$0.35 each	22099	Industrial strength solid Pique Polo 50% polyester, 50% cotton.	Size S-XL \$20.49 Size 2XL-3XL \$22.49

Addendum #3

- *Lease is based on 11 suit inventory
- *Wkly lease for 5 shirts and 5 pants/shorts combination is \$4.15 per wearer excluding high visibility, Indura, Executive Oxford Shirts & Jeans
- *Purchase price does not include handling and shipping charges

Underwash is also available – Underwash occurs when a wearer leases the garments from G&K but launders (washes) the garments at home. In this scenario the weekly lease is 60% of \$4.15. The weekly lease for a wearer in the underwash program is \$2.49. Wearer will receive 5 shirts and 5 pants/shorts combination in the underwash program.

Terms and Conditions extended to the City of Brooksville

- ♦ 60 month Service Agreement
- ♦ New garments/uniforms issued to all wearers under the City Service Agreement
- ♦ Prep fees waived
- ♦ Upgrades throughout the service agreement due to normal wear and tear at no charge
- ♦ Optional**Image Guard protection \$0.03 per garment per wearer eliminates damage charges

Replacement charge due to lost/damaged garments:

Men's uniform shorts	\$15.30
Ladies industrial pants	\$19.00
Ladies shorts	\$17.80
Men's industrial pants	\$20.00
Men's cotton pants	\$22.40
Men's Denim Jeans	\$18.00
Indura Button work shirts	\$41.00
Visibility shirt	\$27.97
Men's striped long sleeve shirt	\$17.00
Men's striped short sleeve shirt	\$17.00
Men's 100%cotton LS shirt	\$17.80
Men's 100% cotton SS shirt	\$17.80
Solid and two-tone Polo Shirts	\$17.30
Track control Mat 3X4	\$35.10
Track control Mat 3X10	\$89.00

Proprietary and confidential information of G&K Services
Proposal pricing effective for 30 days

Addendum #3

*Lease is based on 11 suit inventory

*Wkly lease for 5 shirts and 5 pants/shorts combination is \$4.15 per wearer excluding high visibility, Indura, Executive Oxford Shirts & Jeans

*Purchase price does not include handling and shipping charges

Item #	Description	Price	Item #	Soil release finish with pocket	Size 4XL-5XL \$25.49 Size 6XL \$27.49
1009-008	Indura Button Front Work Shirt - sewn with Nomex thread, button front	\$0.90 each	Na	Not available for direct purchase	
LEASE PRICING					
1223-833	Dickies Men's Regular Fit Denim Jeans	\$0.72 each	25028	G&K Men's Relaxed Fit Jeans	Size 30-42 even \$19.99 Size 44-60 even \$23.99 Size 52-56 even \$26.99
1223-030	Dickies Men's Relaxed Fit Denim Jeans	\$0.72 each			
Mico Fiber	Micro-Fiber Men's Work Shirt	\$0.35 each	Na	Not available for direct purchase	
1004-018	Men's Executive Oxford Shirt Long or Short sleeve	\$0.63 each	26938	Long Sleeve Men's Classic Oxford Shirt	Size S M L \$24.99 Size XL \$24.49 Size 2XL \$26.49 Size S M L \$25.99 Size XL \$25.00 Size 2XL \$27.99 Size S M L \$22.49 Size XL \$22.49 Size 2XL \$24.49
2020-240	Floor Mat 3X4 Track Control Mat	\$5.41 EOW (every other week service) \$3.25 Weekly	23008	Tough two-tone Polo features a contrasting collar, cuff and placket soil release finish	Size S-XL \$21.49 Size 2XL-3XL \$23.99
2080-240	Floor Mat 3X10 Track Control Mat	\$9.08 EOW (every other week service) \$5.00 Weekly		3X4 Classic carpet mat dark granite in color	Size 3x4 \$62.00
3005-065	Shop Towel 18X18 cut size (715 orange/red in color)	\$0.045 each		3X10 Classic carpet mat dark granite in color	Size 3X10 \$105.00
				Direct purchase of shop towels is unavailable	

June 23, 2003

Ms. Lauren Busacca
Administrative 2 - Department of Public Works
City of Brooksville
600 S. Brooksville Avenue
Brooksville, FL 34601

Dear Lauren:

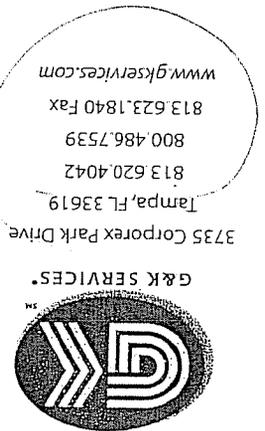
G&K Services appreciates the opportunity to respond to the City of Brooksville's request for pricing of uniforms and branded apparel. As you know, G&K Services and the City of Brooksville share a business relationship that spans the past fifteen years.

G&K is one of North America's market leaders of branded identity apparel and facilities services. Our uniforms and business apparel are worn by over one million people everyday in a wide variety of industrial, service, and high-technology industries.

On the subsequent pages, extremely competitive prices are described by lease and purchase price. Information detailing item number, item description and sizing can also be located on these pages.

With a formal service agreement between our two companies, G&K will issue new garments to all wearers who participate in the uniform program. All prep charges (set-up fees) will be waived; upgrades throughout the service agreement will be handled at no-charge. Garments will be upgraded throughout the service agreement to promote a consistent professional image at no charge. Upgrades occur with normal standard wear and tear.

G&K offers an optional Image Guard Protection program, for mere pennies, \$0.03 cent per garment, garments are protected from damage, i.e. holes ripped in shirts and pants due to on-the-job hazards. With Image Guard damage charges are a thing of the past.



Cc: Todd Griffin - District Service Manager

Enclosure

Christal O'Donoghue
Account Manager - G&K Services

Very truly yours,


Administatively speaking, if G&K is chosen as your uniform provider, invoices are already set-up to the proper departments for budget purposes. For your convenience, payments may be made by credit card or check. On a quarterly basis, as your Account Manager I will schedule a meeting with the designated contact to review and discuss your account for the quarter. On-time deliveries, repair history, and continuous process improvements will be the topics of our discussion. Once again, G&K Services appreciates the opportunity to provide the City of Brooksville with pricing for your uniform needs. We look forward to continuing our business relationship. Laureen, if I can provide any additional information, please don't hesitate to call me.

ATTACHMENT 1

ATTACHMENT 2

Select Year:

The 2009 Florida Statutes

[Title XIX](#)
PUBLIC
BUSINESS

[Chapter 287](#)
PROCUREMENT OF PERSONAL PROPERTY AND
SERVICES

[View Entire
Chapter](#)

287.056 Purchases from purchasing agreements and state term contracts.--

(1) Agencies shall, and eligible users may, purchase commodities and contractual services from purchasing agreements established and state term contracts procured, pursuant to s. [287.057](#), by the department.

(2) Agencies may have the option to purchase commodities or contractual services from state term contracts procured, pursuant to s. [287.057](#), by the department which contain a user surcharge pursuant to s. [287.1345](#) as determined by the department.

(3) Agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on state term contract from that vendor. The purpose of a request for quote is to determine whether a price, term, or condition more favorable to the agency or eligible user than that provided in the state term contract is available. Use of a request for quote does not constitute a decision or intended decision that is subject to protest under s. [120.57\(3\)](#).

History.--s. 17, ch. 92-98; s. 109, ch. 92-142; s. 213, ch. 95-148; s. 30, ch. 95-196; s. 3, ch. 95-216; s. 5, ch. 96-236; s. 81, ch. 98-279; s. 14, ch. 2002-207.

ATTACHMENT 3

Board of County Commissioners

Hernando County



Purchasing and Contracts

January 14, 2008

20 North Main Street, Room 265
Brooksville, Florida 34601-2828
(352) 754-4020 / Suncom 646-4020
Fax (352) 754-4199

Unifirst Corp.
Attn: Melvin Barnard
317 N.E. 2nd. Street
Ocala, FL 34470

RE: CONTRACT #08-021 - Leased Uniforms

Dear Mr. Barnard:

Please be advised that on January 09, 2008 the Hernando County Board of County Commissioners approved the award of subject contract to your firm for an initial twenty-four month term effective on January 29, 2008 through January 28, 2010. Attached is one original executed contract for your files.

Thank you for your interest in serving the needs of Hernando County. If you have any questions regarding the commencement of this contract please contact myself at (352) 754-4020.

Sincerely,

James D. Gantt, C.P.M., CPPO
Director

/jmp

cc: Finance
Contract File 08-021

SOLICITATION - OFFER - AWARD

SOLICITATION NO: C08-021/JP	DATE ISSUED: NOVEMBER 14, 2007	REQUISITION NO: N/A	CONTRACT NO: 08-021
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Jeff Stabins, Chairman Christopher Kingsley, Vice Chairman Rose Rocco, 2 nd . Vice Chairperson Diane B. Rowden Dave Russell		SUBMIT BID OFFER TO: CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800 Karen Nicolai Clerk of Circuit Court	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ROOM 131, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M. ON DECEMBER 12, 2007.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED IN THE COUNTY COMMISSION CHAMBERS, ROOM 161, HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON THE SAME DATE.**

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	UNIFORM LEASING AND CLEANING SERVICES SEE SPECIFICATIONS ON PAGES 09 THRU 12 SUBMIT PRICES ON PAGES 13 THRU 15. (SEE ATTACHED SPECIFICATIONS & DELIVERY SCHEDULE)	XXXX	XXXXX	XXXXXXXX	XXXXXXXXXX

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **60 DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: % 10 CALENDAR DAYS % 20 CALENDAR DAYS % CALENDAR DAYS

BIDDERS COMPANY NAME, ADDRESS AND PHONE NUMBER UniFirst Corporation 317 NE 2nd Street Ocala, Florida 34470 352-629-7141	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: MELVIN BARNARD DISTRICT SERVICE MGR BIDDER'S SIGNATURE: <i>Melvin Barnard</i> OFFER DATE: 12/12/07
--	---

AWARD

(TO BE COMPLETED BY COUNTY) *[Signature]*

REVIEWED FOR LEGAL SUFFICIENCY	BY: KENT WEISSINGER	LR# 7-0824
ACCEPTED AS TO ITEM(S) NO: ALL	BID AMOUNT: N/A	ACCOUNTING CODE: Multi depts
SUBMIT INVOICES TO: HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT 20 NORTH MAIN STREET, ROOM 265 BROOKSVILLE, FL 34601-2828		
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: Christopher A. Kingsley JEFF STABINS, CHAIRMAN		AWARD DATE:
SIGNATURE: <i>[Signature]</i>		

HERNANDO COUNTY CENTRAL PURCHASING DEPARTMENT
20 NORTH MAIN STREET, ROOM 265
BROOKSVILLE, FLORIDA 34601-2828
(904) 754-4020

SOLICITATION INSTRUCTIONS AND CONDITIONS

The term COUNTY used herein refers to the Board of County Commissioners, Hernando County, or its duly authorized representative.

The term BIDDER used herein refers to the dealer manufacturer business organization submitting a bid to the COUNTY in response to this solicitation.

The term VENDOR used herein refers to a bidder awarded a contract by the Board of County Commissioners for the furnishing of goods or services to the COUNTY.

BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea of ignorance by the BIDDER of conditions that exist or may hereafter exist as a result of failure or omission on the part of the BIDDER to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the COUNTY or the compensation to the BIDDER.

No material, labor or facilities will be furnished by the COUNTY unless specifically stated.

The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.

The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida or any of its agencies.

The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COUNTY by any other provision of this award.

Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. **No responsibility will be attached to Hernando County, the Clerk of the Circuit Court, or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open, a bid not properly addressed and identified.**

Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provisions, attached to a bid will liable to render it irregular and may cause its rejection.

The responsibility for delivering the bid to the COUNTY on or before the stated time and date will be solely and strictly the responsibility of the BIDDER. The COUNTY will be in no way responsible for delays caused by the U.S. Postal Service, any courier system, or any other occurrence.

Bids and modifications received after the time set for the receipt of sealed bids will not be considered. **Such bids will be returned unopened.**

Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.

Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.

A bidder may withdraw his proposal provided the request is made in writing and delivered either in person or by special delivery mail to Hernando County Central Purchasing Department, 20 N. Main Street, Room 265, Brooksville, Florida 34601-2828, not less than one (1) hour prior to the time set for opening of bids. **Bids may not be withdrawn after the time noted above and for the period of time after the opening of bids as stated in the terms, conditions and specifications of this solicitation.**

The COUNTY reserves the privilege of auditing a vendor's records, by a representative of the COUNTY, as such records relate to purchases between the COUNTY and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract and further, the COUNTY reserves the right to reproduce any of the aforementioned documents.

The contract shall be awarded to that responsible BIDDER whose offer will be most advantageous to the COUNTY, price and other factors considered.

The COUNTY may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.

The COUNTY reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, in accordance with the Hernando County Purchasing Ordinance.

Inspection and acceptance of the supplies services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the COUNTY.

Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.

IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. TABULATIONS WILL NOT BE TRANSMITTED BY FACSIMILE.

TERMS, CONDITIONS AND SPECIFICATIONS
(Term Contract for Services/Supplies)

1. GENERAL:

- a. It is the intent of this solicitation to obtain bids the furnishing of Contract Services for the Supply of County Uniforms and their Cleaning for the Board of County Commissioners, Hernando County, Florida. Said services/supplies to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of the Counties Departments.
- b. The successful BIDDER agrees to extend its bid price(s), contract terms and conditions to other municipalities, or governmental agencies/entities within Hernando County throughout the term of the resulting contract. If Vendor is agreeable, prices and terms may also be extended to other governmental entities.
- c. The contract documents shall consist of all parts as attached hereto, any addenda and if required, the completed and executed Hernando County Term Contract Agreement.

2. CONTRACT PERIOD:

- a. The Contract resulting from this Solicitation shall be a Term Contract for the time period specified herein. During the specified time period, the COUNTY may order services/supplies as the requirements generate and the Vendor will deliver the services/supplies ordered. It is understood that the COUNTY is not obligated to purchase any specific amount of services/supplies under this agreement.
- b. The period of the Contract shall extend for 36 months from the date of Award.
- c. The Contract may be extended, by mutual agreement, for two (2) additional twelve (12) month period(s) up to a cumulative total of sixty (60) months. The COUNTY will notify the Vendor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor for consideration of a price adjustment must be made to the COUNTY at the time of renewal, and must only be based on increased costs to the Vendor. Verification of these increases shall be furnished to the COUNTY upon request. Any upward price adjustment approved by the COUNTY shall impose upon the Vendor the requirement to advise and extend to the COUNTY reductions when costs similarly decrease.
- d. Either party may cancel this Contract, in whole or in part, by giving one hundred twenty (120) days prior notice in writing. However, the Vendor shall not be authorized to exercise this cancellation option during the first twelve (12) months of the Contract.
- e. Fiscal Non-Funding Clause - In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

3. BID PRICE:

- a. The prices bid shall remain firm during the initial period of the Contract.
- b. Unless otherwise stated, the prices bid shall include all costs of packaging, transporting, delivery, and unloading to the designated point(s) within Hernando County.

TERMS, CONDITIONS AND SPECIFICATIONS
(Term Contract for Services/Supplies)

- c. BIDDER hereby certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the BIDDER hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the BIDDER.

4. SPECIFICATIONS/DESCRIPTION OF Services/Supplies:

- a. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required services/supplies, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude products that equal or exceed the functional capability and quality of the named product. If bids are based on such equivalent products, indicate the manufacturer's name or number for the product and include any literature or other explanation of the product's quality or performance.
- b. See pages 9 through 12 for COUNTY required specifications/ requirements.
- c. Any deviations from the terms, conditions and specifications listed herein must be clearly indicated; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful BIDDER will be held responsible therefore.
- d. Estimated quantities are noted on the bid forms. **The quantities indicated are estimates for bidding purposes only. They are not to be construed as the minimum or maximum quantities that the COUNTY is obligated or limited to purchase.**

5. BID EVALUATION AND AWARD:

- a. Bid evaluation will be based on price, conformance with specifications, vendor uniforms that fulfill County needs and the BIDDER's ability to perform the contract in accordance with the terms and conditions required. BIDDERS will submit, with their proposal, all data necessary to evaluate and determine the quality of the item(s) and services they are bidding.
- b. Samples will be required of vendors under consideration of award and must be submitted within one (1) week of request at no expense to Hernando County. Samples will be returned upon request at the BIDDER's expense. Each individual sample must be labeled with BIDDER's name and manufacturers' brand name and number if applicable.
- c. The COUNTY intends to award this contract to the best and lowest responsive and responsible BIDDER, however, the COUNTY reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- d. If two or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the COUNTY reserves the right to award the contract to the BIDDER whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two or more Hernando County BIDDERS or from non-local BIDDERS when no Hernando County BIDDER has submitted a tie bid, then the Board of County Commissioners shall award the contract to one vendor by drawing lots in a public meeting.
- e. The COUNTY shall be the sole judge as to the relative merits of the proposals received.
- f. If a separate written Contract is not required by the COUNTY, a written letter of award, mailed or otherwise furnished to the successful BIDDER, shall result in a binding contract without further action by either party.

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

6. DELIVERY & ACCEPTANCE:

- a. The COUNTY will order services/supplies by issuance of a Hernando County numbered Purchase Order or Release Order. Each order will specify the quantity required, the location and the date for delivery.
- b. Unless otherwise specified, services/supplies shall be delivered within 30 days from receipt of the signed Contract to multiple locations within Hernando County.
- c. **All items furnished shall be new and free from defects. No others will be accepted under the terms and intent of this bid.**
- d. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the VENDOR takes necessary corrective action. If the proposed corrective action is not acceptable to the COUNTY, final acceptance of the services/supplies may be refused, in which case the services/supplies shall remain the property of the Vendor and the COUNTY Shall not be liable for payment for any portion thereof.

7. NON-PERFORMANCE:

- a. Time is of the essence in this contract and failure to deliver the services/supplies specified within the time period required shall be considered a default.
- b. In case of default, the COUNTY may procure the services/supplies from other sources and hold the VENDOR responsible for all costs occasioned there by and may immediately cancel the contract.

8. TAXES:

The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

- a. Florida Sales & Use Tax Exemption Certificate No. 37-02-007860-53C

This exemption does not apply to purchases of tangible personal property made by VENDORS who use the tangible personal property in the performance of contracts for improvements of COUNTY owned real property (Chapter 192, F.S.).

9. SPECIAL PROVISIONS:

- a. **PUBLIC ENTITY CRIMES** - Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, On Public Entity Crimes. Prior to bid award, the recommended vendor may be required to submit a sworn statement attesting to compliance with said statute.
- b. **PERMITS AND LICENSES** - The BIDDER agrees to secure all necessary licenses and permits prior to commencement of each assigned project, and agrees to comply with all Federal and State laws, and COUNTY and Municipal Ordinances and Regulations in any manner affecting the work described in this solicitation.
- c. **OCCUPATIONAL LICENSE (OPTIONAL)** - The VENDOR shall be required to provide proof of a valid occupational license as required by Hernando County Ordinance #82-10. VENDOR shall renew said occupational license upon expiration and forward verification of renewal to the Hernando County Purchasing and Contracts Department.

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

- d. **CLARIFICATION AND ADDENDUM** - If any BIDDER contemplating submitting a bid for this contract is in doubt as to the true meaning of the terms, conditions, specifications or other bid documents or any part thereof, he may submit to the Central Purchasing Director, on or before five (5) calendar days prior to the scheduled opening of bids, a request for clarification. All such requests for information and/or clarification shall be made in writing and the BIDDER submitting the request will be responsible for its prompt delivery. Any interpretation of the bid terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each BIDDER receiving an Invitation for Bids. The COUNTY will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

Receipt of an addendum to this solicitation by an offeror must be acknowledged by signing and returning the amendment to the Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, FL 34601-2800. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

10. **INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

- a. **INDEMNITY.** To the fullest extent permitted by law, the Vendor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

b. **PROTECTION OF PERSONS AND PROPERTY**

- 1) The Vendor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
- 2) The Vendor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

c. **MINIMUM INSURANCE REQUIREMENTS**

Vendor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

- 1) **WORKERS' COMPENSATION:** As required by law:
 - STATE.....Statutory
 - APPLICABLE FEDERAL....Statutory
 - EMPLOYER'S LIABILITY..Minimum:
 - \$100,000 each accident
 - \$100,000 by disease
 - \$100,000 aggregate by disease

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

- 2) **GENERAL LIABILITY:** Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death. **COVERAGE AS FOLLOWS:**

GENERAL AGGREGATE	\$1,000,000
[Except Products-completed operations]	
PERSONAL/ADVERTISING INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000
[Bodily Injury and Property Damage]	

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)	\$50,000
MEDICAL EXPENSE (Any one (1) person)	\$5,000

- 3) **AUTOMOBILE LIABILITY:** Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. **COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL)	\$1,000,000
BODILY INJURY (Per Person)	\$1,000,000
BODILY INJURY (Per Accident)\$	\$1,000,000
PROPERTY DAMAGE	\$1,000,000

NOTE: All limits stated above are minimum requirements.

d. Each insurance policy shall include the following conditions by endorsement to the policy:

- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the County by certified mail to: HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT, 20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FLORIDA 34601-2828. Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Vendor from its insurer; and nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor.
- 3) The term "COUNTY" or "HERNANDO COUNTY" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
- 4) HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS shall be endorsed to the required policy or policies as an additional insured.
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- 6) Vendor hereby waives subrogation rights for loss or damage against the County.

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

- e. The Vendor shall be required to provide to the County Certificates of Insurance prior to commencement of services.
- f. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of Certificates of Insurance Coverage(s), prior to award of the Contract.

11. **PAYMENT:**

- a. Payment for services/supplies received will be accomplished by submission of an invoice, in duplicate, with Purchase Number referenced thereon to:

HERNANDO COUNTY PURCHASING and CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265
BROOKSVILLE, FLORIDA 34601-2828

Each statement shall give a detailed breakdown of the services/supplies delivered.

- b. Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

IMPORTANT NOTICE

APPLICATION OF ENCLOSED "SEALED BID" LABEL TO EXTERIOR OF BID ENVELOPE SATISFIES THE SUBMITTAL REQUIREMENTS FOR MARKING AND IDENTIFYING A SEALED BID.

(Address queries to: J. "Matt" Perry, Purchasing Agent, (352) 754-4020)

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

TECHNICAL SPECIFICATIONS

UNIFORM SPECIFICATIONS FOR LEASING/LAUNDRY SERVICE OF UNIFORMS

1. MEN'S AND WOMEN'S TWILL BASIC WORK SHIRT

- 1.1 MATERIAL 100% Cotton twill, no ironing required.
- 1.2 COLORS Grey, khaki, light blue, orange, navy, tan and white, additional colors if available.
- 1.3 STYLES Men's and women's shirts will have lined collars and cuffs, two button through pockets or buttoned flaps with pencil stall in left, six buttons stitched down front facing and gripper at neck. Available in short and long sleeves.
- 1.4 BUTTONS Shall meet U.S. Government specifications.
- 1.5 MONOGRAMMING Shirts will be patched monogrammed, in a color to match the pants/trousers. Employee names over right pocket, County Division over left pocket and County Seal on left sleeve.

2. MEN'S AND WOMEN'S POPLIN BASIC WORK SHIRT

- 2.1 MATERIAL 65% Polyester/ 35% cotton poplin, no ironing required.
- 2.2 COLORS Grey, khaki, light blue, orange, navy, tan and white, additional colors if available..
- 2.3 STYLES Men's and women's shirts shall have lined collars and cuffs, two button through pockets or buttoned flaps with pencil stall in left, six buttons, stitched down front facing and gripper at neck. Available in short and long sleeves.
- 2.4 BUTTONS Shall meet U.S. Government specifications.
- 2.5 MONOGRAMMING Shirts shall be patched monogrammed, in a color to match the pants/trousers. Employee names over right pocket, County Division over left pocket and County Seal on left sleeve.

3. MEN'S AND WOMEN'S SUPERVISOR SHIRTS

- 3.1 MATERIAL 65% Polyester/ 35% combed cotton, no ironing required.
- 3.2 COLORS White
- 3.3 STYLES Men's and women's shirts shall have lined collars and cuffs, two button through pockets or buttoned flaps with pencil stall in left, six buttons, stitched down front facing and gripper at neck. Available in short and long sleeves.
- 3.4 BUTTONS Shall meet U.S. Government specifications.
- 3.5 MONOGRAMMING Shirts shall be patched monogrammed, in a color to match the pants/trousers. Employee names over right pocket, County Division over left pocket and County Seal on left sleeve.

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

4. MEN'S AND WOMEN'S BASIC COTTON WORK PANTS/TROUSERS

- 4.1 MATERIAL 100% Preshrunk cotton, wrinkle resistant, no ironing required.
- 4.2 COLORS Grey, khaki, light blue, navy, brown and white, additional colors if available..
- 4.3 STYLES Men's and women's pants/trousers will have slack style front pockets, two hip pockets left with button closure or darts over both.
- 4.4 BELT LOOPS Shall have seven properly spaced ½" wide 2" long belt loops.
- 4.5 FLY A good quality zipper with memory lock.

5. MEN'S AND WOMEN'S BASIC WORK PANTS/TROUSERS

- 5.1 MATERIAL 65% Polyester/ 35% combed cotton, wrinkle resistant, no ironing required.
- 5.2 COLORS Grey, khaki, light blue, navy, brown and white, additional colors if available.
- 5.3 STYLES Men's and women's pants/trousers will have slack style front pockets, two hip pockets left with button closure or darts over both.
- 5.4 BELT LOOPS Shall have seven properly spaced ½" wide 2" long belt loops.
- 5.5 FLY A good quality zipper with memory lock.

6. MEN'S AND WOMEN'S SUPERVISORS PANTS

- 6.1 MATERIAL 65% Polyester/ 35% combed brushed cotton twill, wrinkle resistant, no ironing required.
- 6.2 COLORS Grey, khaki, dark green, navy and black, additional colors if available..
- 6.3 STYLES Men's and women's pants/trousers shall have slack style front pockets, two hip pockets, left with button closure or darts over both, lined executive style waistband with double hook and eye closure.
- 6.4 BELT LOOPS Shall have seven properly spaced ½" wide 2" long belt loops.
- 6.5 FLY A good quality zipper with memory lock.

7. MEN'S AND WOMEN'S UNIFORM SHORTS

- 7.1 MATERIAL 65% Polyester/ 35% cotton, no ironing required.
- 7.2 COLORS Grey, khaki, dark green, navy and black, additional colors if available..
- 7.3 STYLES Men's and women's shorts will have slack style front pockets, two hip pockets, left with button closure or darts over both.
- 7.4 BELT LOOPS Shall have seven properly spaced ½" wide 2" long belt loops.

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

A good quality zipper with memory lock.

7.5 FLY

7.6 INSEAM

To be no more than 9" long and no less than 7" long.

8. **ADDITIONAL UNIFORM NEEDS** Vendors are to complete the "BID FORM, PAGE TWO" for uniform needs that are not covered in section One (1) through Seven (7), these uniforms may be leased as need arises during the term of the contract. Other County government and State subdivisions may also utilize as needed.
9. **DELIVERY SERVICE REQUIREMENTS FOR LEASING AND LAUNDRY**
- 9.1 Service to be at multiple locations within Hernando County, total of 250+ employees. No locations serviced will be less than Five (5) employees.
- 9.2 The Vendor shall have thirty (30) days to measure and supply uniforms after award of contract and the issue of a letter to proceed.
- 9.3 There shall be a grace period of forty-five (45) days after award before penalties are assessed.
10. **WEEKLY SERVICE PROVISION FOR LEASING AND LAUNDRY**
- Industrial uniforms and service uniforms are to be delivered/pickup weekly to the varying Departments within Hernando County.
- 10.1 Employees working Four (4) day work weeks will have Nine (9) total uniform change outs.
- 10.2 Employees working Five (5) day work weeks will have Eleven (11) total uniform change outs.
11. **SCOPE FOR UNIFORM LEASING AND LAUNDRY SERVICE.**
- 11.1 The unit price per employee will include the total cost of the uniform item, name patches, emblems and the employee's fitting. The County shall not be responsible for any other costs other than the weekly lease cost of the uniform item.
- 11.2 The number of employees requiring uniforms may vary during the contract. No fees, other than the unit price per employee will be charged should the number of employees increase or decrease.
- 11.3 Vendor will provide an initial fitting to determine proper measurements for each employee. Initial fitting may take place at the outset of the award or as new employees are hired by the County. Vendor shall be responsible for the proper fitting of all uniforms. No additional charges will be made for any alterations required for proper fit.
- 11.4 Vendor will provide **NEW UNIFORMS** at the outset of the contract. Vendor will provide new uniforms on an as-need basis for newly hired employee(s). However, during any period of the contract, the Vendor will provide new uniforms, as needed, based on the appearance and serviceability of each employee's uniform, as determined by the management of the varying County Departments. There will be no additional charge for new uniforms provided under these conditions. New uniforms **WILL NOT** be required at time of annual renewal.

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

- 11.5 When the award period is over, or when personnel requirements are reduced or an employee leaves County service, the County will collect each employee's uniforms and return them to the Vendor. The county will pay the Vendor at the price stated on the bid quote form (under the UNIFORM REPLACEMENT FEE) for uniforms not returned.
- 11.6 County employees work in an industrial setting. **NO REPLACEMENT FEE will be paid for any uniform damaged by normal wear.** If County Department Management determines that a uniform has been damaged as a result of employee neglect or abuse, the County will return the damaged uniform and pay the replacement fee stated on the bid quote form.
- 11.7 Laundry distribution controls are the Vendor's responsibility. **No REPLACEMENT FEES will be paid for lost or stolen uniforms unless the Vendor provides an adequate control mechanism (employee ticket).** Verifying counts being turned in for laundry and return to employee are the responsibility of the Vendor. If the Vendor provides an adequate control mechanism, the County will reimburse the vendor for lost or stolen uniforms at the replacement fee stated on the bid form.
- 11.8 The County shall not be charged for employees on vacations or absent for other reasons, when absences are for fourteen (14) or more consecutive days, starting on the Vendors first delivery/pick-up day after absence begins.

12. CONTRACT PENALTIES FOR VENDOR'S NON-PERFORMANCE

- 12.1 **The County shall not be billed, nor pay for the weekly cost of any uniform item(s) that are not supplied or returned on the next delivery/pickup day.**
- 12.2 **The Vendor shall be penalized twice the uniform item(s) weekly cost for uniforms not supplied or delivered the second delivery/pickup day.**
- 12.3 **The Vendor shall be penalized five (5) times the uniform item(s) weekly cost for uniforms not supplied or delivered the third delivery/pickup day and each billing until uniform is returned.**
- 12.4 **The Vendor shall be in default of the contract after not supplying or returning uniforms item(s) after the third week. This default may be cause for the County to cancel the contract and hold the Vendor responsible for any damages incurred by the County.**

13. WARRANTY

The vendor will warranty each garment for a minimum of Eleven (11) months from date of delivery for defects in material and workmanship. Warranty for garment replacement at NO CHARGE shall be a minimum of ninety (90) days. Vendor will allow 75% replacement cost or repair at no charge through the Sixth (6) month, allow 50% of replacement cost or no charge for repair through the Ninth (9) month, and allow 25% of replacement cost through the Eleventh month (11) or 50% of repair cost. County shall supply to the Vendor the uniform and a written explanation as to the defect. Vendor shall replace the garment at no cost or at the specified percent discount within one (1) delivery/pickup cycle. Should the vendor elect to repair a garment it must be to an acceptable appearance.

TERMS, CONDITIONS AND SPECIFICATIONS
 (Term Contract for Services/Supplies)
HERNANDO COUNTY PURCHASING and CONTRACTS DEPARTMENT

BID FORM PAGE ONE
VENDOR MUST SUBMIT CATALOGUES SHOWING THE ITEMS THEY ARE BIDDING

A. COUNTY LEASING AND LAUNDRY SERVICE WORK UNIFORMS

***PRICE IS PER ITEM PER WEEK OF SERVICE**
 (One Shirt or Pants X One Week = Item Price)

<u>ITEM NO.</u>	<u>DESCRIPTION OF SUPPLIES REQUIRED</u>	<u>ITEM QUAN.</u>	<u>ITEM PRICE*</u>	<u>TOTAL</u>
1.	Men's/Women's Twill Basic Work Shirt (Short Sleeve) Product # <u>0201</u> Catalog page # <u>13</u> REPLACEMENT FEE \$ <u>8.71</u> (Long Sleeve) List colors not available that are listed in the catalog _____	540 X	\$ <u>.186</u> = \$ <u>.201</u> =	\$ <u>100.44</u> \$ <u>108.54</u>
2.	Men's/Women's Poplin Basic Work Shirt (Short Sleeve) Product # <u>0202</u> Catalog page # <u>4</u> REPLACEMENT FEE \$ <u>6.41</u> (Long Sleeve) List colors not available that are listed in the catalog _____	540 X	\$ <u>.13</u> = \$ <u>.155</u> =	\$ <u>70.20</u> \$ <u>83.70</u>
3.	Men's/Women's Supervisor Shirts (Short Sleeve) Product # <u>0202</u> Catalog page # <u>4</u> REPLACEMENT FEE \$ <u>6.41</u> (Long Sleeve) List colors not available that are listed in the catalog _____	270 X 270 X	\$ <u>.13</u> = \$ <u>.155</u> =	\$ <u>35.10</u> \$ <u>41.85</u>
4.	Men's/Women's Cotton Work Pants/Trousers Product # <u>1001</u> Catalog page # <u>13</u> REPLACEMENT FEE \$ <u>11.43</u> List colors not available that are listed in the catalog _____	1080 X	\$ <u>.254</u> =	\$ <u>274.32</u>
5.	Men's/Women's Blend Work Pants/Trousers Product # <u>1002</u> Catalog page # <u>5</u> REPLACEMENT FEE \$ <u>9.40</u> List colors not available that are listed in the catalog _____	1080 X	\$ <u>.209</u> =	\$ <u>225.72</u>
6.	Men's/Women's Supervisors Pants/Trousers Product # <u>1002</u> Catalog page # <u>5</u> REPLACEMENT FEE \$ <u>9.40</u> List colors not available that are listed in the catalog _____	540 X	\$ <u>.209</u> =	\$ <u>112.86</u>
7.	Men's/Women's Blend Work Shorts Product # <u>1034</u> Catalog page # <u>27</u> REPLACEMENT FEE \$ <u>7.32</u> List colors not available that are listed in the catalog _____	540 X	\$ <u>.164</u> =	\$ <u>88.56</u>
TOTAL				\$ <u>1141.29</u>

TERMS, CONDITIONS AND SPECIFICATIONS

(Term Contract for Services/Supplies)

UNIFIRST CORPORATION

COMPANY NAME

317 N.E. 2ND STREET

MAILING ADDRESS

OCAHA FL 34470

CITY, STATE, ZIP CODE

352-629-7141 352-629-7183

TELEPHONE AND FAX NUMBERS

MELVIN BARNARD

CONTRACT PERSON

VENDOR CHECK LIST

YES / NO

yes

I AM RETURNING BOTH ORIGINAL SETS OF THIS DOCUMENT COMPLETE (14 PAGES EACH SET)

yes

I HAVE COMPLETED AND SIGNED THE OFFER SECTION OF THE "SOLICITATION-OFFER-AWARD" PAGE (FIRST PAGE OF THIS DOCUMENT)

yes

I HAVE READ AND UNDERSTAND THE REQUIREMENTS UNDER SECTIONS TITLED "TERMS, CONDITIONS, AND SPECIFICATIONS"

yes

I AM RETURNING ANY ADDENDUMS ISSUED FOR THIS SOLICITATION

yes

I HAVE ENCLOSED TWO (2) SETS OF CATALOGS AND ANY OTHER REQUIRED VENDOR INFORMATION

NOTE: FAILURE TO SUBMIT BID ON THESE FORMS MAY BE CAUSE FOR REJECTION.

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager 
From: Bill Geiger, Community Development Director 
Subject: Alcoholic Beverage Location Permit
Petitioner: American Legion Post # 99 (Andrew Jackson)
Location: 208 East Fort Dade Avenue
Date: 10/05/09

Introduction & Background Information:

The Petitioner is seeking an Alcoholic Beverage Location Permit (Category “A”) from the City of Brooksville to allow for the on-premise sale and consumption of beer, wine and/or liquor, along with the sale and consumption of food and non-alcoholic beverages.

The subject property is zoned C2 (Highway Commercial), and is located within a commercial district that includes permitted uses for business, professional and non-profit organizational offices.

Staff have reviewed the application in conjunction with the criteria established in Chapter 6 of the City Code. The proposed location meets the zoning requirements for being permitted to have a Category “A” Alcoholic Beverage Location Permit.

Budget Statement: Direct costs incurred by the City in taking action on and processing this petition are absorbed in the petition fee structure.

 **Legal Note:** The public hearing is required pursuant to Section 6-44 of the City Code. The public hearing is intended to provide persons having either supporting or opposing interest in the application to appear and be heard.

Staff Recommendation:

After accepting public input, it is recommended that City Council find that the petition meets the criteria of Chapter 6 of the City of Brooksville Code for receiving a Category “A” Alcoholic Beverage Location Permit, and approve the issuance of said permit accordingly.

- Attachments:** (1) Alcoholic Beverage Location Permit Application (Post #99)
(2) Proof of Ownership
(3) Location Map

CITY OF BROOKSVILLE



APPLICATION FOR ALCOHOLIC BEVERAGE LOCATION PERMIT

- New Permit Type A Permit
 Transfer* Type B Permit

The undersigned hereby applies for an Alcoholic Beverage Location Permit pursuant to Chapter 6 (Ordinance No. 447) of the City of Brooksville Municipal Code, which is attached to and made a part of this application, and is specifically for the purpose of EXPANDING THE PROGRAMS CURRENTLY BEING OFFERED BY THE POST.
SERVING BEER, WINE & LIQUOR.

at the following location (street address): 208 E. FT. DADE AVE
208.

<input type="checkbox"/> Owner/Applicant		<input type="checkbox"/> Non-Owner/Applicant **	
Name:	<u>ANDREW JACKSON POST 99</u> <u>AMERICAN LEGION</u>	Name:	_____
D.B.A.:	<u>POST 99</u>	D.B.A.:	_____
Address:	<u>208 E. FT. DADE AVE</u> <u>BROOKSVILLE, FL</u>	Address:	_____
Phone:	<u>352-796-9369</u>	Phone:	_____
cell:	<u>352-238-2323</u>		
Fax:	_____	Fax:	_____

* Date of proposed transfer N/A If transfer, name of previous owner N/A

** If owner's name does not appear as the owner on this year's Hernando County Tax Rolls, also attach copy of the deed, and written consent from the owner to submit this application. If an agent is to represent applicant, attach letter of agency, with name and address of agent.

The present use of the property is VETERANS PROGRAMS, FEEDING THE NEEDY, SCHOLARSHIP PROGRAMS, RECOGNITION DINNERS, TROT, BINGO CIVIL GROUP MEETINGS, EMERGENCY EVACUATION DRILLS, SOCIAL GATHERINGS

The proposed use of the property is EXPANDING PROGRAMS LISTED ABOVE

The legal description of the property is: Subdivision _____ Lot 7 Block _____

of Robinson Plot

() See Attached

Property Appraiser Key Number: 1305224

If applicant is not the owner of the property, state nature of applicant's interest in the referenced property or business: AMERICAN LEGION POST 99

I certify that all statements made in this application are true to the best of my knowledge and that submitting any incorrect information will void the application, or location permit, if issued. I understand that my request will not be considered unless all the information required by this application is submitted.

Edward M. Baker
Applicant's Name (Print or Type)

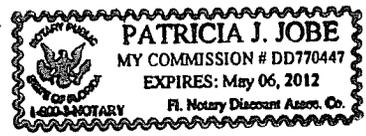
Edward M. Baker
Applicant's Signature

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was sworn to and subscribed before me this 8th day of Sept., 2008 by Edward M. Baker, who is personally known to me or who has produced _____

H. D. Bennett as identification and who (~~did~~) or (did not) take an oath.

Patricia J. Jobe
Notary Public



(Stamped, typed or printed Commission name, number and date of expiration.)

ALCOHOLIC BEVERAGE APPLICATION FOR LOCATION PERMIT
FOR USE BY THE CITY OF BROOKSVILLE

NAME OF APPLICANT: American Legion Post #99
APPLICATION RECEIVED: PUBLIC HEARING REQUIRED YES () NO
APPLICATION FEE PAID: WRITTEN CONSENT FROM OWNER:
 Not Required () Attached
LAND USE ZONING: C-2
CHURCH DISTANCE: 369± PUBLIC BLDG DISTANCE: 50±
LICENSED DAYCARE DISTANCE: 893± STATE APP. ON FILE () YES NO
PUBLIC RECREATION AREA: 50± HEARING DATE: () NA Oct 5, 2009
SCHOOL DISTANCE: 893± PUBLIC ASSEMBLY AREA DISTANCE: 50±

ADJACENT PROPERTY OWNERS:

NORTH: See attached () Continued on reverse side
SOUTH: See attached () Continued on reverse side
EAST: See attached () Continued on reverse side
WEST: See attached () Continued on reverse side

I have reviewed the above application for an Alcoholic Beverage Location Permit and have determined that the applicant meets all requirements of Section 6 of the City Code.

Bill Hays 9/18/09 [Signature] 9/21/09
Director of Community Development Date Chief of Police Date

PERMIT ISSUED: () Yes () No DATE OF COUNCIL ACTION: _____

COPY OF FINAL STATE LICENSE ON FILE () YES () NO

BY: _____

SUSPENSION / MODIFICATION / REVOCATION OF PERMIT:

DATE: _____ REASON: _____

0147



[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [Help](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

[Entity Name Search](#)

No Events

No Name History

Florida Non Profit Corporation

ANDREW JACKSON POST #99, INC. BROOKSVILLE, THE AMERICAN LEGION, DEPARTMENT OF FLORIDA

Filing Information

Document Number 703814
FEI/EIN Number 596200391
Date Filed 04/02/1962
State FL
Status ACTIVE

Principal Address

208 E. FORT DADE AV
BROOKSVILLE FL 34601 US

Changed 03/19/2007

Mailing Address

P.O. BOX 1015
BROOKSVILLE FL 34605-1015 US

Changed 02/27/1995

Registered Agent Name & Address

TOSHICH, ROSANN
4142 MARINER BV #520
SPRING HILL FL 34609 US

Name Changed: 03/19/2007

Address Changed: 03/19/2007

Officer/Director Detail

Name & Address

Title TD

BAKER, EDWARD M
25824 HADDON RD
BROOKSVILLE FL 34601

Title P

PERKINS, ROBERT
12608 FAIRWAY AVE
BROOKSVILLE FL 34613

Title VS

TOSHICH, ROSANN
4142 MARINER BV #520

SPRING HILL FL 34609

Title D

ADAMS, CALVERT
22271 CHENOAK DR
BROOKSVILLE FL 34602 US

Title D

GILKISON, JAMES W
9172 ADMIRAL STREET
BROOKSVILLE FL 3461-3

Title V

WASHINGTON, HARRY
11283 P;D CRYSTAL RIVER PL
BROOKSVILLE FL 34601

Annual Reports

Report Year Filed Date

2007	03/19/2007
2008	05/05/2008
2009	01/07/2009

Document Images

- View image in PDF format

Note: This is not official record. See documents if question or conflict.

[Previous on List](#) [Next on List](#) [Return To List](#)

Entity Name Search

No Events

No Name History

Submit

new folder

313-272-2610

INSTRUCTIONS FOR COMPLETING
DBPR ABT- 6001
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
ALCOHOLIC BEVERAGE LICENSE AND RETAIL TOBACCO PRODUCTS DEALER PERMIT
APPLICATION

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail. For more information, visit the Department of Business and Professional Regulation's website. The District Office names and Contact Information Sheet can be found on AD&T's page of the DBPR web site at the link provided below.

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

GENERAL INSTRUCTIONS

Submitting Your Application

Applications for alcoholic beverage licenses and retail tobacco products dealer permits are filed with the Division of Alcoholic Beverages and Tobacco. Please complete all information. All questions are applicable and must be answered fully and truthfully.

You must provide an original and a copy of the application and duplicate copies of all supporting documentation. All signatures must be original. If applicable, a fee must be accompanied for processing.

Note: when applicable, you must submit two legible and executed copies of the following items: Leases, Purchase Agreements, Franchise Agreements, Management Contracts, Service Agreements, and other agreements which require a financial payment from the business operation. Certified Copy of Health Certificate, Letters of Administration, Certificate of Title, Certified Copy of All Court Orders pertaining to the alcoholic beverage license.

APPLICATION REQUIREMENTS AND INSTRUCTIONS FOR COMPLETING THIS APPLICATION

Application Requirements

License Types

Refer to the "Alcoholic Beverages and Tobacco" page on the Department of Business and Professional Regulation's website for a complete listing of license types. This is provided to guide applicants in knowing how each license type is defined in order to clarify which license type suits their needs.

Health Approval

Health approval is required on all applications for consumption on the premises. Businesses that serve food and beverages must obtain approval from the Department of Health. Businesses that do not serve food must contact the County Health Authority or the Department of Health. Retail tobacco products dealer permits, which are not subject to health approval, or delicatessens must contact the Department of Agriculture and Consumer Services. Applications must be submitted within 90 days of receiving this approval.

Zoning Approval

Zoning approval is executed by the city or county zoning authority in which the business to be licensed is located. This approval is required on all applications for location applications unless the applicant is a state college or university located on State owned property. Zoning approval may also be required for certain changes or expansions in state municipalities. Zoning approval is not required for applications for TABCO licenses unless required pursuant to a Special Act for the county in which you are applying. Applications must be submitted within 180 days of receiving this approval.

DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco Application for Alcoholic Beverage License and Tobacco Permit

STATE OF FLORIDA
 BUSINESS AND PROFESSIONAL REGULATION

DBPR Form AB&T
 ABT-6001
 Revised 02/08

NOTE: This form is a part of the application process and is not a separate document.

If you have any questions or need assistance in completing this application, please contact the appropriate business and professional regulation division in your local district office. Please submit your completed application to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off at District Office. Address and contact information for each office can be found on AB&T's page of the DBPR web site at the link provided below.

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED	
Trade Name (D/B/A) <i>ANDREW JACKSON POST #9 AMERICAN LEGION</i>	
Transaction Type:	
<input checked="" type="checkbox"/> New License	Do you wish to purchase a Temporary License? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Series Requested	Type Requested
SECTION 2 - CHECK LICENSE CATEGORY	
<input checked="" type="checkbox"/> Retail Alcoholic Beverages	<input type="checkbox"/> Alcoholic Beverage Manufacturer
<input type="checkbox"/> Beer/Wine/Liquor Wholesaler	<input type="checkbox"/> Retail Tobacco Products
	<input type="checkbox"/> Passenger Waiting Lounge

SECTION 3 - LICENSE INFORMATION

If the applicant is a corporation or other legal entity, enter the name as registered with the Secretary of State on the line below.

Full Name of Applicant Corporate Document # _____

ANDREW JACKSON POST 99 AMERICAN LEGION

Trade Name (D/B/A)
ANDREW JACKSON POST 99 AMERICAN LEGION

FEIN Number or Social Security Number* Business Telephone Number

352-796-9367

Contact Person Phone Number

EDWARD BAKER

352-238-2323

Location Address (Street and Number)
208 E. FT DADE AVE

City County State Zip Code

BROOKSVILLE

HERNANDO

STATE

34601

Check either:
 Location is within the city limits of *BROOKSVILLE* or Location is in the unincorporated county

Mailing Address (Street or P.O. Box)
P.O. BOX 1015

City County State Zip Code

BROOKSVILLE

HERNANDO

FL

34601

Social Security Number

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 6101 and 6104, and sections 60107, 60108, and 60110, Federal statutes. Social security numbers are used to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for license identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L. 193, Sec. 117. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(i). This information is used to identify licensees for tax administration purposes.

SECTION 4 -- PARTNER, OFFICER, STOCKHOLDER PERSONAL INFORMATION

This section must be completed for each applicant or person(s) directly connected with the business, unless they are current licensees.

1.	Trade Name (D/B/A) <i>ANDREW JACKSON POST 99 AMERICAN LEGION</i>					
2.	Full Name <i>EDWARD MORRIS BAKER</i>					
	Social Security Number*			Home Phone Number <i>352-796-7079</i>	Date of Birth <i>16 NOV 32</i>	
	Race <i>C</i>	Sex <i>M</i>	Height <i>5'5 1/2"</i>	Weight <i>185</i>	Eye Color <i>BLUE</i>	Hair Color <i>BROWN</i>
3.	Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number.					
4.	Home Address (Street and Number) <i>25824 HADDON RD</i>					
	City <i>BROOKSVILLE</i>			State <i>FL</i>	Zip Code <i>34601</i>	
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Trade Name (D/B/A)				License Number	
	Location Address					
6.	Have you ever had any type of alcoholic beverage, or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	D/B/A Name				Date	
	Location Address					
7.	Have you been convicted of a felony or an offense involving alcoholic beverages anywhere? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a Certified Copy of the Arrest Disposition , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					

8. Have you ever been arrested or issued a notice to appear in any state of the United States or its territories?

Yes No

If yes, provide the information requested below and a CERTIFIED COPY OF THE DISPOSITION. Attach additional sheet if necessary.

Date

Location

Type of Offense

9. Are you an official with State police powers granted by the Florida Legislature?

Yes No

If yes, provide details:

NOTARIZATION STATEMENT

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in Section 12 of this application. I further swear or affirm that the foregoing information is true and correct."

STATE OF FL

COUNTY OF HERNANDO Edward M Baker
APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this 14th Day of AUGUST, 2009, By EDWARD M BAKER who is () personally known to me OR () who produced _____ as identification.

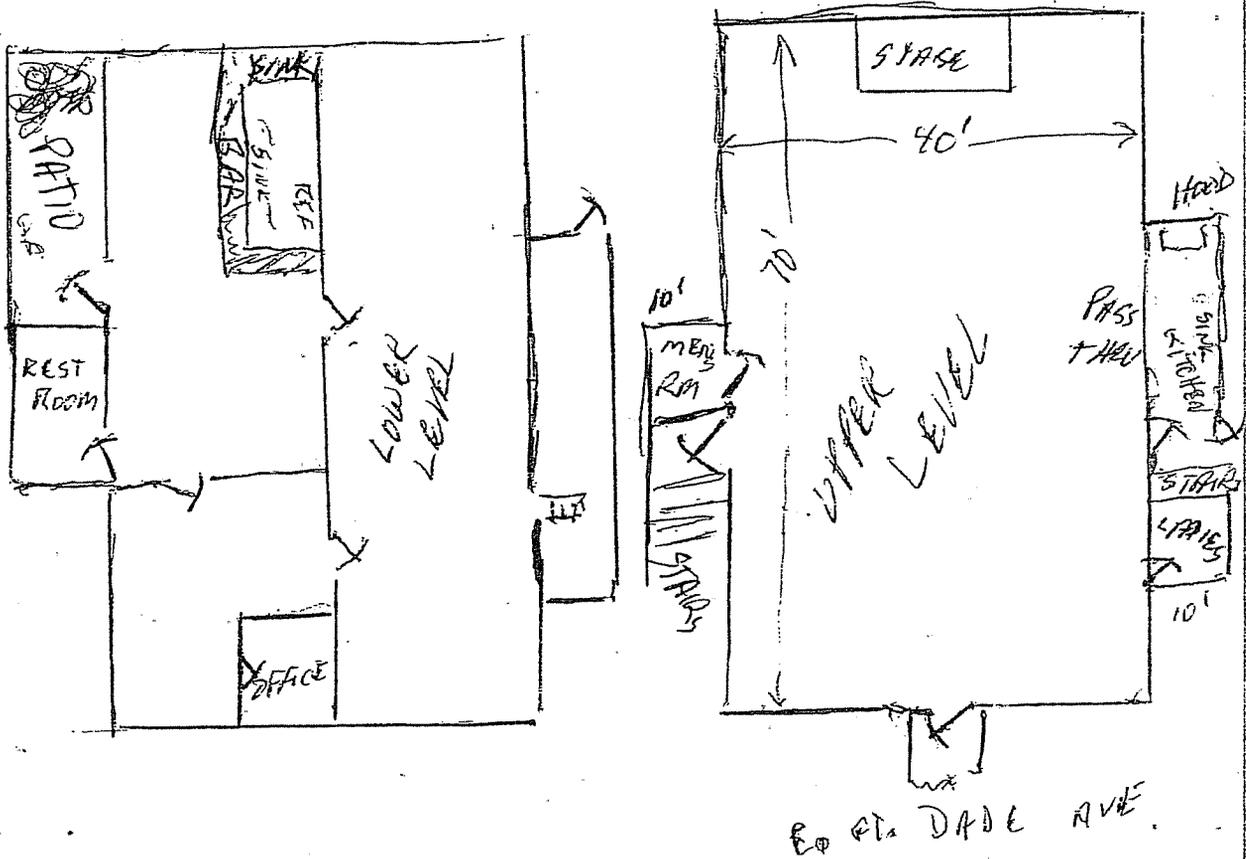
Robert Reber Commission Expires: _____
Notary Public Com den

(ATTACH ADDITIONAL COPIES AS NECESSARY)

**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED**

Trade Name (D/B/A) ANDREW JACKSON Post 99 AMERICAN LESION

1. Yes No Is the proposed premises movable or able to be moved?
2. Yes No Is there any access through the premises to any area over which you do not have dominion and control?
3. Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan. **No architectural drawings are accepted.**



DBPR Authorized Signature _____ Date _____

Approved Disapproved

Comments _____

**SECTION 6 – SALES TAX
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

Trade Name (D/B/A)

ANDREW JACKSON POST 99 AMERICAN LEGION

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 212.10 (1), F.S. (Not applicable if no transfer involved).
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed _____ Date _____

Title _____

Department of Revenue Stamp:

SECTION 7 - ZONING			
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION			
Trade Name (D/B/A) ANDREW JACKSON POST 99 AMERICAN LEGION			
Street Address 208 E. FT. DADE AVE			
City BROOKLYN VILLE	County HERNANDO	State FL	Zip Code 34601
Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If this application is for issuance of an alcoholic beverage license where zoning approval is required, the zoning authority must complete "A".			
A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series <u>1/5000</u> license.			
Signed <u>[Signature]</u>		Date <u>8-7-09</u>	
Title <u>Planning & Zoning Coordinator</u>			

SECTION 8 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

Trade Name (D/B/A) <i>ANDREW JACKSON POST 99 AMERICAN LEGION</i>			
Street Address <i>208 E. FT. DADE AVE</i>			
City <i>BROOKSVILLE</i>	County <i>HERNANDO</i>	State <i>FL</i>	Zip Code <i>34601</i>
The above establishment complies with the requirements of the Florida Sanitary Code.			
Signed <i>[Signature]</i>		Date <i>8/14/09</i>	
Title <i>Executive Director</i>		Agency <i>DOH</i>	

SECTION 9 - CONTRACTS OR AGREEMENTS

These questions must be answered about this business for every person or entity listed. Copies of agreements must be submitted with this application.

1.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is there a management contract, franchise agreement, or service agreement in connection with this business?
2.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Are there any agreements which require a payment of a percentage of gross or net receipts from the business operation?
3.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Have you or anyone listed on this application, accepted money, equipment or anything of value in connection with this business from a manufacturer or wholesaler of alcoholic beverages?

SECTION 10 - CORPORATE FELONY CONVICTION

Trade Name (D/B/A)

ANDREW JACKSON Post 99 AMERICAN LEGION

Has the applicant corporation been convicted of a felony in this state, any other state, or by the United States in the last 15 years?

Yes No

If the answer is "Yes," please list all details including the date of conviction, the crime for which the corporation was convicted, and the city, county, state and court where the conviction took place.

Multiple horizontal dashed lines for providing details of conviction.

(Attach additional sheets if necessary)

SECTION 11 - SPECIAL LICENSE REQUIREMENTS
(DOES NOT APPLY TO BEER AND WINE LICENSES)

Please check the appropriate "Special Alcoholic Beverage License" box of the license for which you are applying. Fill in the corresponding requirements for each Special License type.

- Quota Alcoholic Beverage License Special Alcoholic Beverage License
 Club Alcoholic Beverage License

This license is issued pursuant to _____, Florida Statutes or Special Act, and as such we acknowledge the following requirements must be met and maintained:

Multiple horizontal dashed lines for listing requirements.

Please initial and date:

Applicant's Initials _____ Date _____

SECTION 12 – DISCLOSURE OF INTERESTED PARTIES

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license.

Trade Name (D/B/A) ANDREW JACKSON Post 99 AMERICAN LEGION

1. List below the names, titles and percentage of stock held for all officers, directors, stockholders, members, partners and general partners of the corporation or other legal entity for which this license or permit is being applied for. If the applicant is a limited partnership, list the names, titles and percentage of all limited partners and partners.

Title/Position	Name	Share %
President		
Vice President		
Secretary		
Treasurer		
Director		
Member		
General Partner		
Partner		
Member Manager (Internal Organization of National Foreign Only)	<u>ANDREW JACKSON</u>	

2. Are there any persons not listed above who have guaranteed or co-signed a lease or loan, or any person or entity who has loaned money to the business that is not a traditional lending institution?
 Yes No
 If yes, you must list the person(s) or entity and indicate which of the below applies.

Name	Guarantor	Co-signer	Lender	Interest Rate (%)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION 12 - DISCLOSURE OF INTERESTED PARTIES

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license.

Trade Name (D/B/A) ANDREW JACKSON Post 99 AMERICAN LEGION

1. List below the names, titles and percentage of stock held for all officers, directors, stockholders, managing members and general partners of the corporation or other legal entity for which this license or permit is being sought. Attach extra sheets if necessary. If the applicant is a limited partnership or limited liability company, attach a list of all limited partners and members.

Title/Position	Name	Stock %
President <i>COMMANDER</i>	<i>ROBERT PERKINS</i>	<i>0%</i>
Vice President <i>Vice Commander</i>	<i>HARRY WASHINGTON</i>	<i>0%</i>
Secretary <i>ADJUTANT</i>	<i>ROSANNE TOSMICH</i>	<i>0%</i>
Treasurer <i>FINANCE OFFICER</i>	<i>EDWARD BAKER</i>	<i>0%</i>
Director(s)		
Stockholder(s)		
Managing Member(s)		
General Partner(s)		
Bar Manager (Fraternal Organizations of National Scope only)	<i>ROBERT PERKINS</i>	

2. Are there any persons not listed above who have guaranteed or co-signed a lease or loan, or any person or entity who has loaned money to the business that is not a traditional lending institution?
 Yes No
 If yes, you must list the person(s) or entity and indicate which of the below applies.

Name	Guarantor	Co-signer	Lender	Interest Rate (List)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION 13 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Trade Name (D/B/A)

ANDREW JACKSON POST 99 AMERICAN LEGION

"I, the undersigned individually, or if a corporation for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch or blueprint is substantially a true and correct representation of the premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.46 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF _____

APPLICANT SIGNATURE

COUNTY OF _____

APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this _____ Day of _____, 20____, By _____ who is () personally known to me OR () who produced _____ as identification.

Commission Expires: _____

Notary Public

SECTION 14 - CURRENT LICENSEE UPDATE DATA SHEET

This section is to be completed for all **current** alcoholic beverage and/or tobacco license holders listed on the application to ensure the most up to date information is captured.

Last Name	First	M.I.
-----------	-------	------

Current License Number(s)

Date of Birth ____/____/____	Social Security Number*
---------------------------------	-------------------------

Street Address

City	State	Zip Code
------	-------	----------

Last Name	First	M.I.
-----------	-------	------

Current License Number(s)

Date of Birth ____/____/____	Social Security Number*
---------------------------------	-------------------------

Street Address

City	State	Zip Code
------	-------	----------

Last Name	First	M.I.
-----------	-------	------

Current License Number(s)

Date of Birth ____/____/____	Social Security Number*
---------------------------------	-------------------------

Street Address

City	State	Zip Code
------	-------	----------

Last Name	First	M.I.
-----------	-------	------

Current License Number(s)

Date of Birth ____/____/____	Social Security Number*
---------------------------------	-------------------------

Street Address

City	State	Zip Code
------	-------	----------

FOR DIVISION USE ONLY – DO NOT WRITE BELOW THIS LINE

Trade Name (D/B/A) _____

CODE:

City _____ County _____

FEIN NUMBER _____

TYPE _____

FEE _____

TOTAL _____

Approved by _____ Date _____ Audited: _____ Unaudited: _____

District Office Date Stamp

District Office Received Date Stamp

District Office Accepted Date Stamp

SECTION 13 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Trade Name (D/B/A)

ANDREW JACKSON POST 99 AMERICAN LEGION

"I, the undersigned individually, or if a corporation for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch or blueprint is substantially a true and correct representation of the premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF

Florida

Robert J. Perkins
APPLICANT SIGNATURE

COUNTY OF

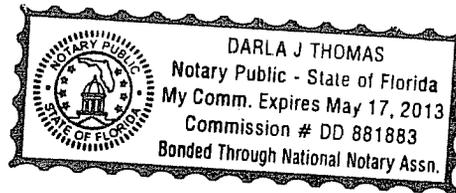
Herndon

APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR (X) Acknowledged Before me this 14th Day of September 2009, By Robert J. Perkins who is () personally known to me OR (X) who produced FL DL as identification.

Darla J Thomas
Notary Public

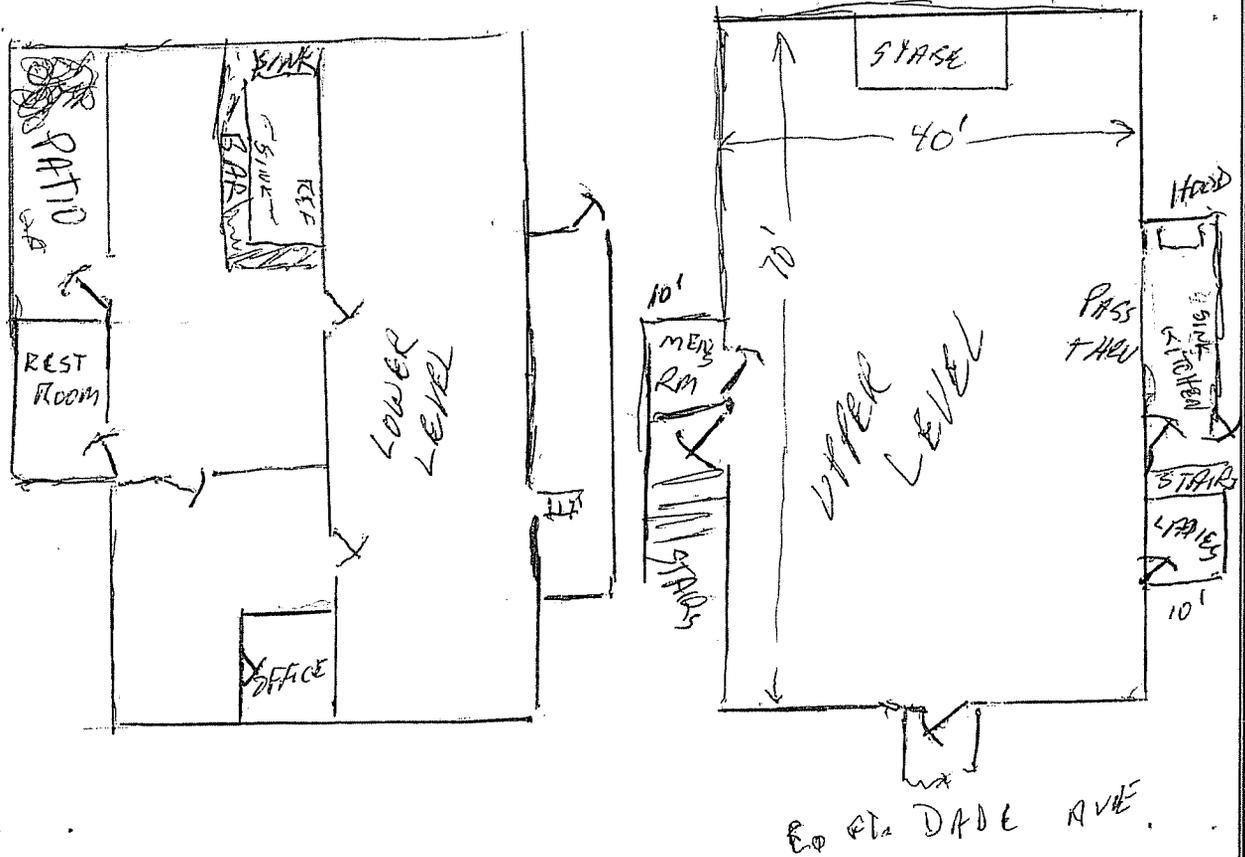
Commission Expires: May 17, 2013



SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED

Trade Name (D/B/A) _____

1. Yes No Is the proposed premises movable or able to be moved?
2. Yes No Is there any access through the premises to any area over which you do not have dominion and control?
3. Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan. **No architectural drawings are accepted.**



DBPR Authorized Signature _____ Date _____

Approved Disapproved

Comments _____

SECTION 4 - PARTNER, OFFICER, STOCKHOLDER PERSONAL INFORMATION

This section must be completed for each applicant or person(s) directly connected with the business, unless they are current licensees.

1.	Trade Name (D/B/A) <i>ANDREW JACKSON Post 99 AMERICAN LEGION</i>					
2.	Full Name <i>ROBERT JOHN PERKINS</i>					
	Social Security Number*			Home Phone Number <i>352-5965330</i>	Date of Birth <i>3-22-44</i>	
	Race <i>W</i>	Sex <i>M</i>	Height <i>5'10</i>	Weight <i>200</i>	Eye Color <i>Blue</i>	Hair Color <i>Brown</i>
3.	Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number:					
4.	Home Address (Street and Number) <i>12608 FAIRWAY AVE</i>					
	City <i>BROOKSVILLE FL</i>			State <i>FL</i>	Zip Code <i>34613-5864</i>	
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Trade Name (D/B/A)				License Number	
	Location Address					
6.	Have you ever had any type of alcoholic beverage, or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	D/B/A Name				Date	
	Location Address					
7.	Have you been convicted of a felony or an offense involving alcoholic beverages anywhere? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a Certified Copy of the Arrest Disposition , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					

8. Have you ever been arrested or issued a notice to appear in any state of the United States or its territories?
 Yes No
 If yes, provide the information requested below and a **CERTIFIED COPY OF THE DISPOSITION. Attach additional sheet if necessary.**
 Date _____ Location _____

Type of Offense _____

9. Are you an official with State police powers granted by the Florida Legislature?
 Yes No
 If yes, provide details:

NOTARIZATION STATEMENT

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in Section 12 of this application. I further swear or affirm that the foregoing information is true and correct."

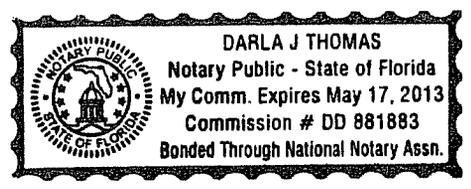
STATE OF Florida

COUNTY OF Hernando Robert J Perkins
 APPLICANT SIGNATURE

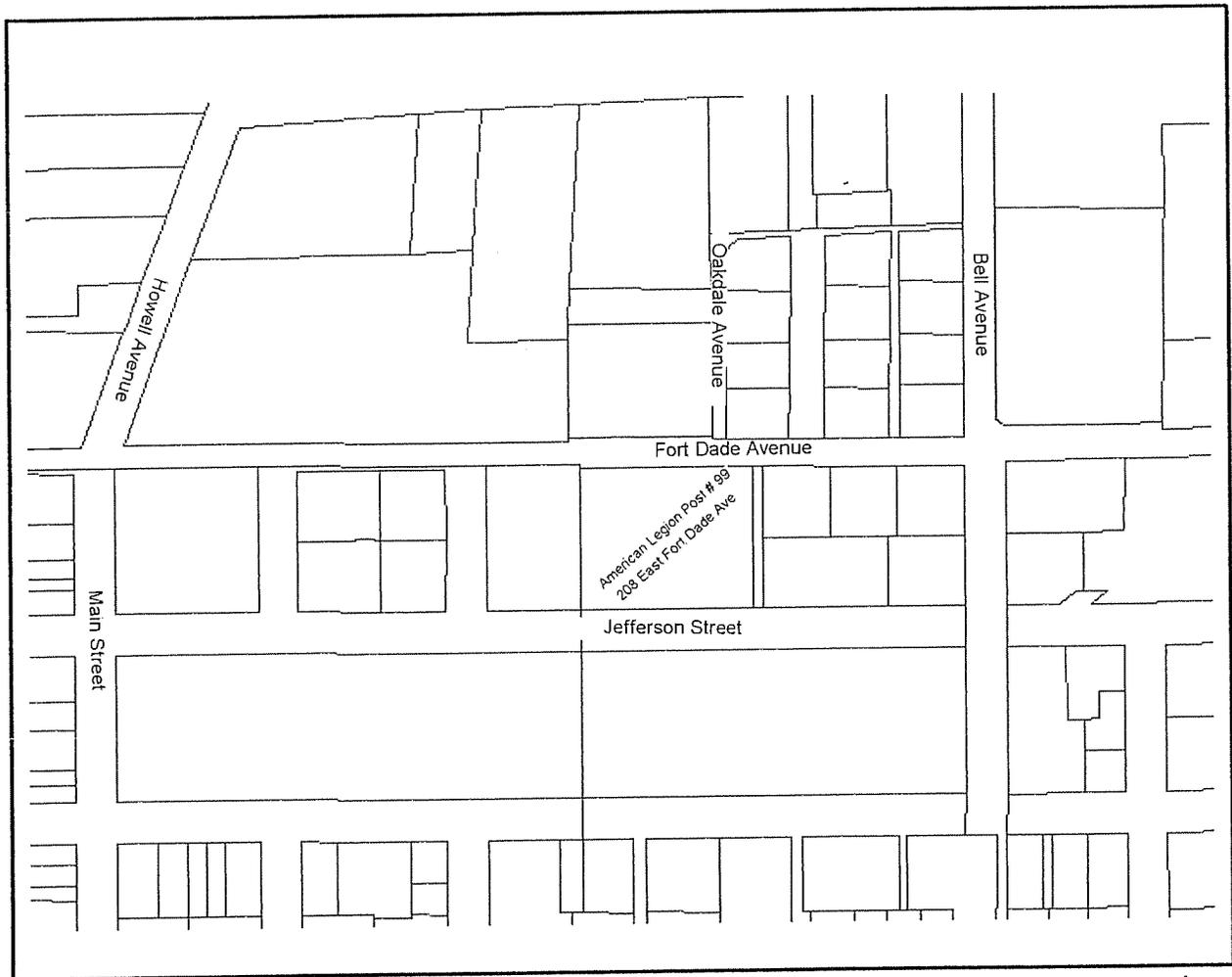
The foregoing was () Sworn to and Subscribed OR (✓) Acknowledged Before me this 9th Day of September, 2009, By Robert J Perkins who is () personally known to me OR (✓) who produced FL DL as identification.

Darla J Thomas Commission Expires: May 17, 2013
 Notary Public
DARLA THOMAS

(ATTACH ADDITIONAL COPIES AS NECESSARY)



AMERICAN LEGION POST # 99



North

Hernando County Property Appraiser

2009 Preliminary Values

CAMA Updated: 9/4/2009

Parcel: **R22 422 19 0000 0700 0000** | KEY: 00355387

TRIM Notice

Property Card

Interactive GIS Map

Print

<< Next Lower Parcel # | Next Higher Parcel # >>

Owner & Property Info

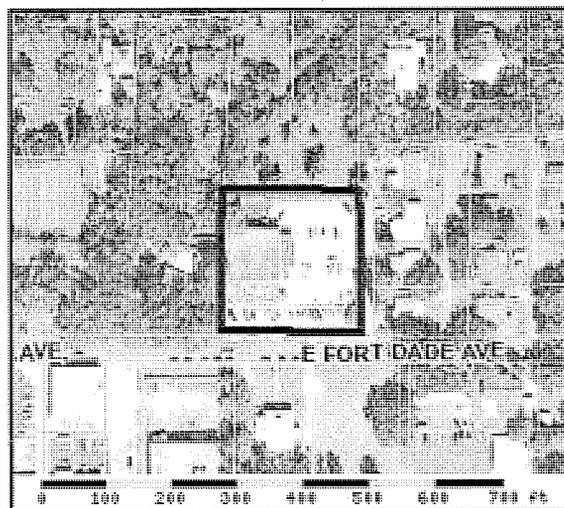
Search Result: 1 of 1

Owner's Name(s)	US POSTAL SERVICE POSTMASTER	
Site	207 E FORT DADE AVE	(view all Site Addresses)
First Owner's Mailing	PO BOX 10000 BROOKSVILLE FL 34603-1000	
Brief Desc	A TR 169FT X 210FT MOL LESS E 5.29FT DES IN ORB 1037 PG 1736 & A TR ** CONTINUED **	
DOR Code (88) - Other Federal	Map Code 76D1	
Levy Code CRBRES	GIS Code B036	
Land Use	Land Units	
RESIDENTIAL	10,500.00 SQUARE FEET	
COMMERCIAL SQ FT	34,440.00 SQUARE FEET	
TAX Information		
Tax History	TAX Links > Access real-time Tax info > Pay your Taxes on-line	
2008	\$0.00	
2007	\$0.00	
2006	\$0.00	
2005	\$0.00	

GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004

aerial date: Feb. 2008



Property & Assessment Values

Land Value	\$120,330.00
Bldg Value	\$238,519.00
Features Value	\$37,369.00
Class Value	\$0.00
Limit Value	\$396,218.00

Assessed Value	\$396,218.00
Exempt Value	\$396,218.00
Excluded Exempt	\$0.00
Taxable Value	\$0.00
Just Mkt Value	\$396,218.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
10/9/1995	1037/1736	WD	I (D)	\$100.00	US POSTAL SERVICE
12/1/1989	763/1017	WD	I (D)	\$91,400.00	REAL PROPERTIES MLP LTD
1/1/1980	450/1434	WD	I (Q)	\$220,000.00	CANDY LTD
1/1/1980	0/0000		()	\$0.00	M D HODGES ENTERPRISES INC

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	GOVERNMENTAL BUILDINGS (32)	1964	8715 / 1370	0 / 0
Note: All S.F. calculations are based on exterior building dimensions.				

Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
BANK VAULT, COMMERCIAL (BVT)	0	120 SQ FT	\$9,000.00
CHAIN LINK FENCE 4FT+ (CF2)	0	560 LINEAR FT	\$2,240.00

Northeast

Hernando County Property Appraiser

2009 Preliminary Values

CAMA Updated: 9/4/2009

Parcel: **R22 222 19 3001 0010 0040** | KEY:

00145863

[TRIM Notice](#)

[Property Card](#)

[Interactive GIS Map](#)

[Print](#)

<< Next Lower Parcel # | Next Higher Parcel # >>

Owner & Property Info

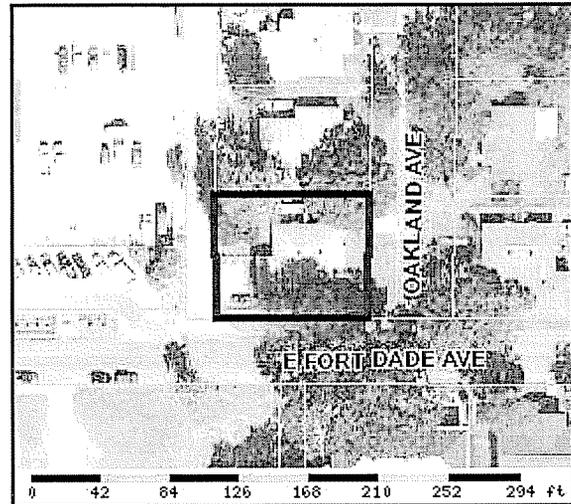
Search Result: 1 of 1

Owner's Name(s)	PINKIE LLC		
Site	245 E FORT DADE AVE	(view all Site Addresses)	
First Owner's Mailing	6130 WATERS WAY WEEKI WACHEE FL 34607-4028		
Brief Desc	PARK VIEW COURTS REPLAT BLK 1 LOT 4		
DOR Code	(08) - Multi-Family (less than 10 units)	Map Code	76D1
Levy Code	CRBRES	GIS Code	B036
Land Use	Land Units		
RESIDENTIAL	6,752.00 SQUARE FEET		
TAX Information			
Tax History		TAX Links > Access real-time Tax info > Pay your Taxes on-line	
2008	\$1,675.23		
2007	\$1,604.49		
2006	\$1,812.40		
2005	\$1,622.72		

GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004

aerial date: Feb. 2008



Property & Assessment Values

Land Value	\$13,504.00
Bldg Value	\$52,349.00
Features Value	\$80.00
Class Value	\$0.00
Limit Value	\$65,933.00

Assessed Value	\$65,933.00
Exempt Value	\$0.00
Excluded Exempt	\$0.00
Taxable Value	\$65,933.00
Just Mkt Value	\$65,933.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
6/28/2004	1863/0366	WD	I (Q)	\$95,000.00	PINKIE LLC
6/11/2003	1680/0948	WD	I (M)	\$140,000.00	VANLEEUEWEN PAUL & JOHANNA B
9/13/1999	1297/1633	QC	I (D)	\$4,000.00	GAVISH JACOB R
12/7/1992	892/0001	WD	I (Q)	\$44,000.00	SCHROER L C
7/27/1992	875/0593	WD	I (Q)	\$38,000.00	GAVISH JACOB R & JEANNE M
7/1/1991	827/0435	WD	I (Q)	\$44,400.00	CASH JOHN R & BARBARA B
5/1/1986	610/0793	WD	I (D)	\$51,000.00	DILL L ALLEN & PAULETTE W
1/1/1980	407/1159	WD	I (Q)	\$27,500.00	CASH JOHN R
1/1/1980	359/0206	WD	I (Q)	\$21,600.00	HEISER MILO I ET UX
1/1/1980	0/0000		()	\$0.00	JONES MARY S MRS

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	TRIPLEX (04)	1955	1495 / 260	0 / 3

South

Hernando County Property Appraiser

2009 Preliminary Values

CAMA Updated: 9/4/2009

Parcel: R22 222 19 1800 0020 0010 | KEY: 00141634

TRIM Notice | Property Card | Interactive GIS Map

Print

<< Next Lower Parcel # | Next Higher Parcel # >>

Owner & Property Info

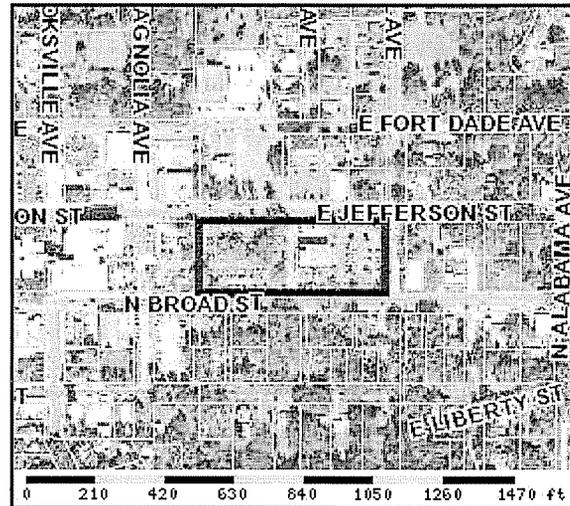
Search Result: 1 of 1

Show: 2008 | 2007 | 2006 | 2005 | 2004

Owner's Name(s)	HERNANDO COUNTY (RECORDS STORAGE)		
Site	234 E JEFFERSON ST (view all Site Addresses)		
First Owner's Mailing	20 N MAIN ST RM 460 BROOKSVILLE FL 34601		
Brief Desc	GARRISONS ADD TO BKSVM ALL OF BLOCK 2		
DOR Code (86) - Other County	Map Code 76D4		
Levy Code CRBRES	GIS Code B038		
Land Use	Land Units		
COMMERCIAL	134,820.00 SQUARE FEET		
TAX Information			
Tax History			
2008 \$0.00	TAX Links > Access real-time Tax info > Pay your Taxes on-line		
2007 \$0.00			
2006 \$0.00			
2005 \$0.00			

GIS Aerial

aerial date: Feb. 2008



Property & Assessment Values

Land Value	\$707,805.00
Bldg Value	\$1,039,584.00
Features Value	\$43,608.00
Class Value	\$0.00
Limit Value	\$1,790,997.00

Assessed Value	\$1,790,997.00
Exempt Value	\$1,790,997.00
Excluded Exempt	\$0.00
Taxable Value	\$0.00
Just Mkt Value	\$1,790,997.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/1980	0/0000		(D)	\$0.00	HERNANDO COUNTY
1/1/1980	0/0000		(D)	\$0.00	HERNANDO COUNTY

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	GOVERNMENTAL BUILDINGS (32)	1971	5726 / 0	0 / 2
2	GOVERNMENTAL BUILDINGS (32)	1971	5726 / 0	0 / 0
3	GOVERNMENTAL BUILDINGS (32)	1971	5726 / 0	0 / 0
Note: All S.F. calculations are based on exterior building dimensions.				

Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
DETACHED UTIL, W/WOOD FLOOR (DUW)	1997	264 SQ FT	\$552.00
FIRE SPRINKLERS, COMMERCIAL (FSS)	1971	17178 UNITS	\$17,178.00
OPEN PORCH, W/CONCRETE FLOOR (OPC)	1997	320 SQ FT	\$1,286.00

East

Hernando County Property Appraiser

2009 Preliminary Values

CAMA Updated: 9/4/2009

Parcel: R22 222 19 3260 0000 0050 | KEY: 00145989

TRIM Notice

Property Card

Interactive GIS Map

Print

<< Next Lower Parcel # | Next Higher Parcel # >>

Owner & Property Info

Search Result: 1 of 1

Show: 2008 | 2007 | 2006 | 2005 | 2004

Owner's Name(s)	HENSLEY HOLDING COMPANY	
Site	246 E FORT DADE AVE	(view all Site Addresses)
First Owner's Mailing	291 E JEFFERSON ST BROOKSVILLE FL 34601-2699	
Brief Desc	ROBINSONS PLAT LOTS 5 6	
DOR Code (01) - Single Family	Map Code 76D4	
Levy Code CRBRES	GIS Code B036	
Land Use	Land Units	
COMMERCIAL	4,903.00 SQUARE FEET	
COMMERCIAL	4,914.00 SQUARE FEET	
TAX Information		
Tax History		
2008 \$5,615.77	TAX Links > Access real-time Tax info > Pay your Taxes on-line	
2007 \$3,206.91		
2006 \$3,292.52		
2005 \$3,412.13		

GIS Aerial

aerial date: Feb. 2008



Property & Assessment Values

Land Value	\$51,540.00
Bldg Value	\$173,866.00
Features Value	\$6,435.00
Class Value	\$0.00
Limit Value	\$231,841.00

Assessed Value	\$231,841.00
Exempt Value	\$0.00
Excluded Exempt	\$0.00
Taxable Value	\$231,841.00
Just Mkt Value	\$231,841.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
2/21/2006	2206/1366	WD	I (Q)	\$220,000.00	HENSLEY HOLDING COMPANY
9/30/2003	1736/0191	WD	I (Q)	\$112,500.00	JOHNSON PHILLIP D & DANIELLE M
7/27/2003	1703/0739	QC	I (X)	\$100.00	BRAYTON CHARLES A & ELLEN R
6/10/1994	1097/0420	AG	I (D)	\$90,000.00	BRAYTON CHARLES A & ELLEN R
1/1/1980	0/0570	WD	V (Q)	\$18,000.00	BRAYTON DAVID M & M

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	SINGLE FAMILY RESIDENCE (01)	1950	3450 / 1197	3 / 3
Note: All S.F. calculations are based on exterior building dimensions.				

Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
PATIO, BRICK/FLAGSTONE/TERRAZO (PT1)	2007	240 SQ FT	\$1,200.00
PAVEMENT, CONCRETE WALKS/DRIVE (PV1)	1980	300 SQ FT	\$600.00

Hernando County Property Appraiser

2009 Preliminary Values

CAMA Updated: 9/4/2009

Parcel: R22 222 19 1480 0010 0010 | KEY: 00140369

TRIM Notice

Property Card

Interactive GIS Map

Print

<< Next Lower Parcel # | Next Higher Parcel # >>

Owner & Property Info

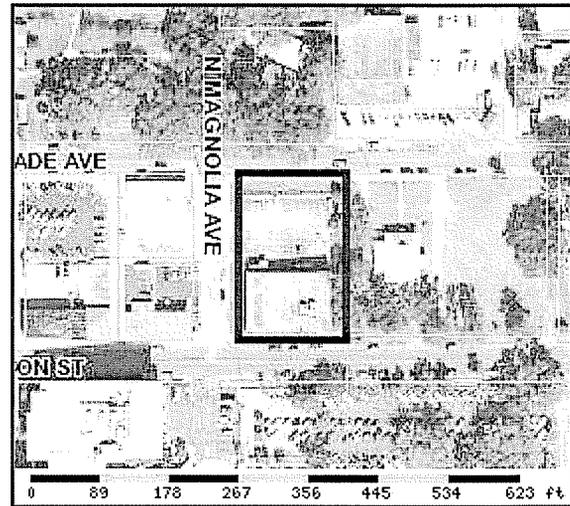
Search Result: 1 of 1

Show: 2008 | 2007 | 2006 | 2005 | 2004

Owner's Name(s)	BELLSOUTH TELECOMMUNICATIONS INC DBA AT&T FLORIDA ATTN: MIKE RHYMES	
Site	201 E JEFFERSON ST (view all Site Addresses)	
First Owner's Mailing	1025 LENOX PARK BLVD NE FL 3RD ATLANTA GA 30319-5309	
Brief Desc	BROOKSVILLE TOWN OF ALL BLK 1	
DOR Code (91) - Utility Companies	Map Code 76D4	
Levy Code CRBRES	GIS Code B036	
Land Use	Land Units	
COMMERCIAL	25,345.00 SQUARE FEET	
TAX Information		
Tax History		
2008 \$32,055.79	TAX > Access real-time Tax info Links > Pay your Taxes on-line	
2007 \$26,133.51		
2006 \$29,952.42		
2005 \$31,202.53		

GIS Aerial

aerial date: Feb. 2008



Property & Assessment Values

Land Value	\$133,061.00
Bldg Value	\$1,088,558.00
Features Value	\$13,645.00
Class Value	\$0.00
Limit Value	\$1,235,264.00

Assessed Value	\$1,235,264.00
Exempt Value	\$0.00
Excluded Exempt	\$0.00
Taxable Value	\$1,235,264.00
Just Mkt Value	\$1,235,264.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/1980	0/0000		(D)	\$0.00	BELLSOUTH TELECOMMUNICATIONS I

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	PROFESSIONAL BUILDING (30)	1978	17766 / 0	0 / 2
Note: All S.F. calculations are based on exterior building dimensions.				

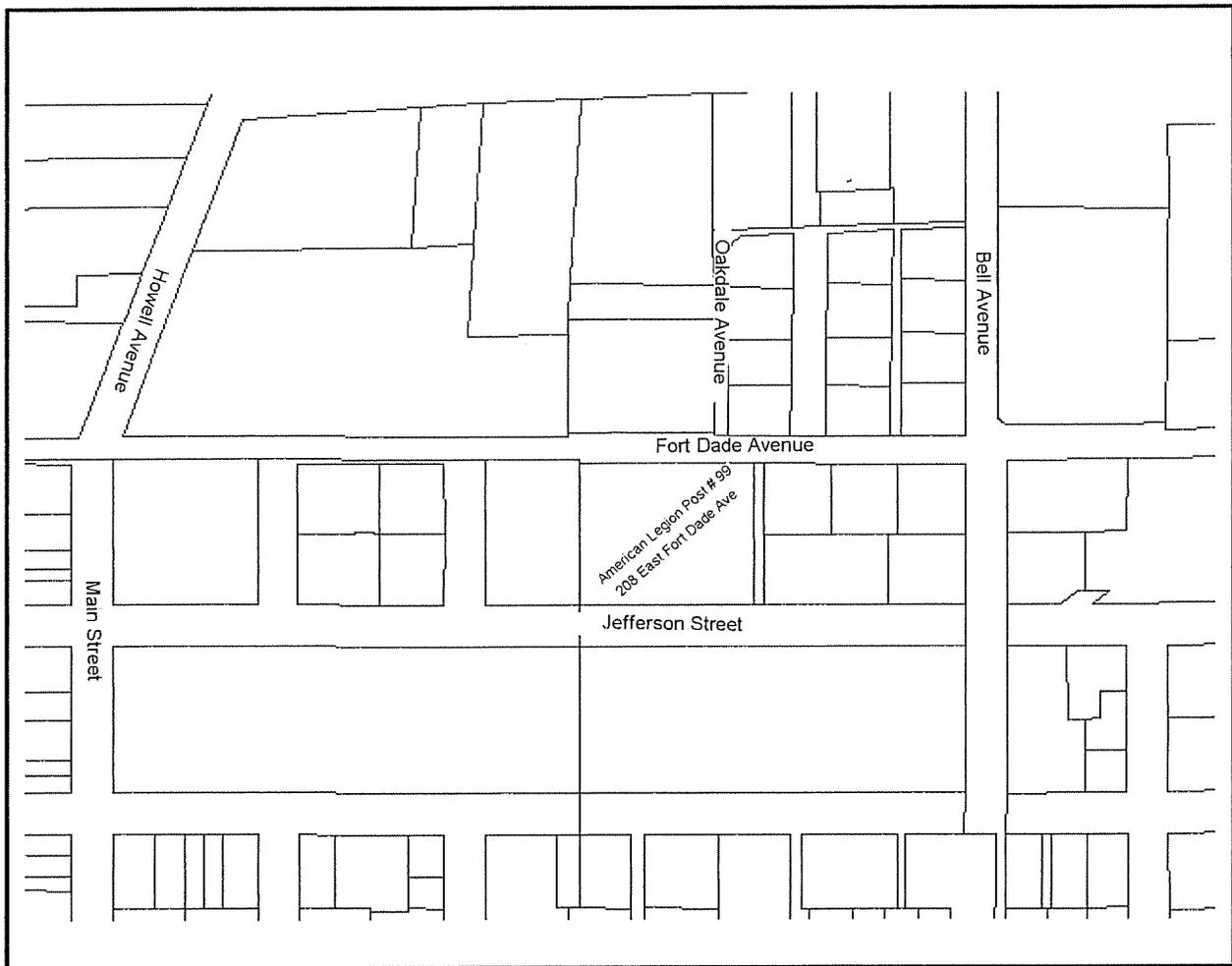
Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
C/L FENCE 6FT+ W/BARBED WIRE (CF3)	0	313 LINEAR FT	\$2,035.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1978	14400 SQ FT	\$10,800.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1978	1080 SQ FT	\$810.00

Address Listings

201 JEFFERSON ST

AMERICAN LEGION POST # 99



Post #99

Hernando County Property Appraiser

2009 Preliminary Values

CAMA Updated: 9/4/2009

Parcel: R22 222 19 3260 0000 0070 | KEY: 00145998

TRIM Notice

Property Card

Interactive GIS Map

Print

<< Next Lower Parcel # | Next Higher Parcel # >>

Owner & Property Info

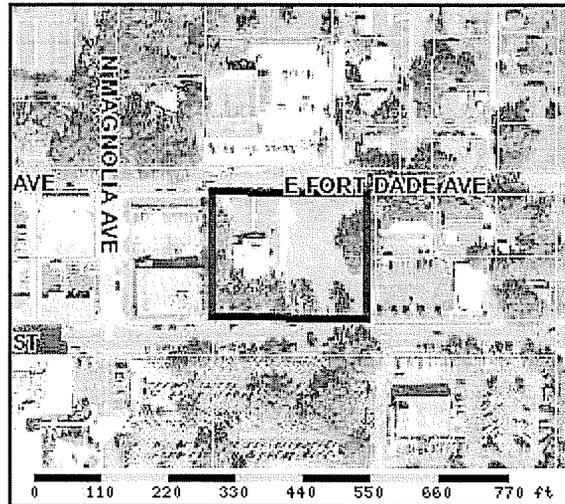
Search Result: 1 of 1

Owner's Name(s)		AMERICAN LEGION POST #99 ANDREW JACKSON	
Site		208 E FORT DADE AVE	(view all Site Addresses)
First Owner's Mailing		PO BOX 1015 BROOKSVILLE FL 34605-1015	
Brief Desc		ROBINSONS PLAT LOT 7	
DOR Code	(77) - Clubs, Lodges, Union Halls	Map Code	76D4
Levy Code	CRBRES	GIS Code	B036
Land Use		Land Units	
COMMERCIAL		50,919.00 SQUARE FEET	
TAX Information			
Tax History		TAX Links > Access real-time Tax info > Pay your Taxes on-line	
2008	\$0.00		
2007	\$0.00		
2006	\$0.00		
2005	\$0.00		

GIS Aerial

Show: 2008 | 2007 | 2006 | 2005 | 2004

aerial date: Feb. 2008



Property & Assessment Values

Land Value	\$213,860.00
Bldg Value	\$84,100.00
Features Value	\$3,279.00
Class Value	\$0.00
Limit Value	\$301,239.00

Assessed Value	\$301,239.00
Exempt Value	\$301,239.00
Excluded Exempt	\$0.00
Taxable Value	\$0.00
Just Mkt Value	\$301,239.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/1980	0/0000		()	\$0.00	AMERICAN LEGION POST #99

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	CLUBHOUSE (43)	1935	3234 / 3616	0 / 3
Note: All S.F. calculations are based on exterior building dimensions.				

Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
PAVEMENT, CONCRETE WALKS/DRIVE (PV1)	1980	300 SQ FT	\$600.00
PAVEMENT, CONCRETE WALKS/DRIVE (PV1)	1980	300 SQ FT	\$600.00
PAVEMENT, CONCRETE WALKS/DRIVE (PV1)	1980	25 SQ FT	\$50.00
PAVEMENT, CONCRETE WALKS/DRIVE (PV1)	1980	140 SQ FT	\$280.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1998	2332 SQ FT	\$1,749.00

AGENDA
MEMORANDUM



[Handwritten signature]

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JENNIFER REY, ESQ. *[Handwritten initials]*
THE HOGAN LAW FIRM, LLC
AS CITY ATTORNEY

SUBJECT: BROOKSVILLE HOUSING AUTHORITY; OUSTANDING ISSUES AND
PILOT WAIVER REQUEST

DATE: SEPTEMBER 24, 2009

GENERAL SUMMARY:

There are three issues that require resolution between the City of Brooksville (City) and the Brooksville Housing Authority (BHA): (1) sanitation fees; (2) outstanding invoice for law enforcement services; and (3) PILOT payment arrears.

Sanitation Fees. The issue relating to sanitation fees was raised earlier this year and there was some confusion as to whether or not the proper sanitation fee was being assessed by the City for services to BHA properties. T. Jennene Norman-Vacha, City Manager, Jennifer Rey, The Hogan Law Firm, Tommy Brooks, Executive Director of the BHA, and a HUD Representative met to review the issue and it was determined that the BHA was being charged properly. This matter has been resolved between the parties. A memorandum attached as Exhibit 1 provides a summary of the research into the matter.

Outstanding Law Enforcement Invoice. The BHA requested that the City provide an on-site officer to patrol BHA properties to enhance safety and security of the premises. The City agreed to provide a designated officer to remain on-site at the BHA properties. The program was terminated, but there remains an outstanding invoice in the amount of \$13,000 for the provision of the law enforcement services. The invoice is attached as Exhibit 2. It is the City's understanding that HUD has advised the BHA that HUD will not authorize expenditure of HUD funds for payment of the outstanding law enforcement invoice and, therefore, payment for the invoice would have to come from non-HUD operating funds or rents collected. The BHA has requested an opportunity to present a request to waive the outstanding invoice for law enforcement services.

PILOT Payment Arrears. The City entered into a Cooperation Agreement (“Agreement”) with the BHA on December 16, 1969. The Agreement is attached as Exhibit 3. Under the agreement the BHA is to make an annual payment-in-lieu of taxes (PILOT) to the City using a formula set forth in the Agreement. From the period of 1969 to 1997, the BHA did not meet its obligation under the Agreement and accrued a debt of \$10,042.58. On September 15, 1997, the Council rejected BHA’s request to waive the debt and passed a motion requiring the BHA to make payment on the debt over a period of no more than 20 years.

Starting in 1998, BHA made payments in the amount of \$500.00, with a payment of \$1012 received in 2001, and in 2006 the City granted a \$500 easement credit to the BHA. However, these payments have all been part of the re-payment of the amount in arrears. No annual payments were made under the original Agreement between 1998 and 2007.

At its February 4, 2008 regular meeting the City Council reconsidered the issue of the PILOT arrears. An excerpt of the meetings minutes for the discussion on PILOT debt is attached as Exhibit 4. At the meeting Council was advised that ad valorem taxes cannot be waived; and therefore, PILOT payments could not be waived as they are paid as a substitution for ad-valorem taxes. However, upon further research into both state and federal law regarding PILOT payments, it has been determined that the Council may waive PILOT payments when such payments are to be paid by a housing authority that is exempt from ad-valorem taxation. Attached as Exhibit 5 is a memorandum of law that outlines the legal foundation for the City’s authority to determine the amount of a PILOT payment; and sets forth the authority for the Council to exercise discretion in determining whether or not a PILOT is to be paid and in what amount.

The actual PILOT amount due under the original Agreement is calculated by using the formula provided in the Agreement at item 3(b) and is based on shelter rents collected. In August of this year, the BHA made a PILOT payment in the amount of \$4,710 based on rents collected for calendar year 2007. Attached as Exhibit 6 is a PILOT Payment Reconciliation Schedule which is an estimate of PILOT payment amounts due based on annual audited financial reports submitted to the City by the BHA.

Over the last year, the City has actively worked with the BHA in order to resolve the PILOT issue. According to the BHA, HUD did not endorse entering into a new PILOT Agreement and HUD indicated that it would not fund payments on the PILOT arrears as such payments are to be derived from rents collected and not HUD funding. Therefore, the BHA has requested an opportunity to present a request to waive or renegotiate the balance of the PILOT arrears.

BUDGET IMPACT:

At its February 4, 2008 meeting, City Council directed staff to book a \$13,000 receivable for the law enforcement services provided to the BHA. The \$13,000 remains a receivable in the General Fund from the Brooksville Housing Authority. Based on the attached PILOT Payment Reconciliation Schedule, the outstanding PILOT payment due total \$37,363.38. PILOT payments have not been budgeted in the current budget for FY 08-09 and they have not been included in FY 09-10 budget.

LEGAL REVIEW:

Attached is a research memorandum on PILOT Payments and on the issue of sanitation charges. City Council has the discretion to determine the amount of PILOT payments and, therefore, may either require payment as set forth in the agreement, waive the entire amount due or negotiate an otherwise acceptable payment amount.

ATTACHMENTS:

- Exhibit 1 - Memorandum: Brooksville Housing Authority Sanitation Charges
- Exhibit 2 - Invoice for Law Enforcement Services
- Exhibit 3 – PILOT Agreement
- Exhibit 4 - City Council Meeting minutes February 4, 2008
- Exhibit 5 - Memorandum of Law: Brooksville Housing Authority PILOT Agreement
- Exhibit 6 - PILOT Payment Reconciliation Schedule

EXHIBIT 1

MEMORANDUM

TO: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JENNIFER REY, ESQ. 

CC: THOMAS S. HOGAN, JR., CITY ATTORNEY
GEORGE ANGELIADIS

RE: HOUSING AUTHORITY – SANITATION CHARGES

DATE: AUGUST 5, 2008

The following reply is being provided for inclusion in the City's letter to the Housing Authority addressing the Authority's concern about sanitation charges.

In a letter dated August 30, 2004 from Emory Pierce, Public Works Director, the City notified the Housing Authority that the solid waste disposal fee would increase effective October 2004 due to the County's ordinance provisions for multi-family properties with more than 4 units that do not pay the MSBU assessment. In addition, Mr. Pierce explained that a reduction in total garbage service cost could be achieved by switching from curbside collection to container or dumpster service. To date, the Housing Authority has not changed its curbside collection.

There are a number of rates, fees or charges that need to be considered with respect to this issue:

- ***MSBU Assessment*** – The solid waste disposal municipal service benefit unit (MSBU) assessment that is applied to taxpayers within the city and county. This assessment is for the purpose of funding landfill operations and is applied to single-family homes and multi-family homes with 4 or less units. It does not apply to commercial properties. Commercial properties must pay a separate disposal fee at the time of disposal.
- ***Cartage/Hauler Charges*** – Charges for collection of solid waste to be transported for disposal at the landfill. County residents and commercial properties outside the incorporated limits of the City have the option to hire a private hauler to collect and transport their solid waste. Residents and commercial properties within the City limits are provided hauler and cartage/transport service by the City itself and not a private hauler.
- ***Tipping Fees*** – Fees charged by the County for disposal of solid waste at the landfill. This fee is charged at the landfill at the time of disposal of solid waste to those haulers collecting or disposing of trash from commercial properties that do not pay the MSBU assessment.

The following table outlines the current rate structure for solid waste collection fees and assessments for curbside garbage can pickup service.

	MSBU Assessment	Cartage, Hauling and Disposal Fee
Single Family	\$63.05	\$13.80
Multi-Family (up to 4 units)	\$57.50	\$13.80
Multi-Family (more than 4 units)	None	\$24.90
Commercial	None	\$24.90

The point of disagreement seems to be the general classification of Housing Authority properties as residential or commercial properties. However, for purposes of solid waste collection and disposal, it is necessary to look at the definitions of those terms as defined in city and county ordinances for solid waste disposal. The relevant county ordinance is found in Section 14 of the County Code. The relevant city ordinances are found in Section 70 of the City Code.

Pursuant to County Ordinance Section 14, the following definitions need to be considered with respect to classifying the Housing Authority properties as residential or commercial. As defined in Section 14-18,

- Residential customer is defined as any residential unit which volunteers to receive residential collection service, *and pays the annual solid waste disposal assessment.*
- Residential collection service is defined as container pickup provided by a franchisee to any single-family, *multi-family home not exceeding four (4) dwelling units under one common roof or multi-family homes that may have opted to pay the annual solid waste assessment,* thus allowing them to be eligible to subscribe to curbside collection.
- Commercial service is defined as the mechanical containerized pick up or container pick up by a commercial licensee to hotels, motels, rooming houses, tourist courts, travel trailer parks, campgrounds, rental mobile home developments, bungalow courts, *apartment buildings with five (5) or more apartments,* co-operative apartments, condominiums of five or more units, business establishments, churches, schools, hospitals, office buildings, and any other business or commercial establishment whatsoever.
- Commercial Waste is defined as solid waste generated by stores, offices, restaurants, warehouses and other businesses, *excluding residential waste from single-family or multifamily homes that pay the annual solid waste disposal assessment.*

In applying these definitions to the Housing Authority properties, it is important to note that the Housing Authority does not pay the annual solid waste disposal assessment as provided for in the County’s solid waste disposal municipal service benefit unit (MSBU) for funding landfill operations. Housing Authority properties do not pay the solid waste disposal assessment and therefore do not qualify as residential customer under the county ordinance. Furthermore, the Housing Authority properties are multi-family homes in excess of four dwelling units under one common roof and, therefore, by definition are not considered to have residential collection service.

In addition, the county ordinance at Sec. 14-64.23 provides that “the exemption of property from taxation under Florida Statutes, chapter 196 or any other law or Constitutional provision shall not relieve the owner of any real property in the county from the provisions of this division or from the imposition by the board of the annual disposal assessment applicable to such property as specified in the rate resolution adopted under the provisions of section 14-64.14 of this division. The provisions of this division and the annual disposal assessment imposed by the board shall be fully applicable to such real property.” Although the Housing Authority properties are tax-exempt, the Authority does not pay the annual solid waste disposal assessment.

It is important to note that the county ordinance applies to all properties within Hernando County including any properties located within the incorporated area of the City of Brooksville. County residents may elect to have a franchisee or commercially licensed hauler conduct curbside pick up of residential solid waste and pay to have cartage and hauler service. However, City residents are served by the City of Brooksville and not a private, for-profit hauler.

With respect to the City’s Code, Housing Authority properties would also be considered commercial for the purposes of solid waste collection and disposal. Pursuant to Section 70-61(a) “commercial service shall be provided to business establishments, lodges, churches, schools, motels, *apartments*, office buildings and other places as required, where refuse is generated or accumulated.” The City maintains a special category for commercial properties that want to maintain curbside service, rather than have container or dumpster service. Section 70-63 of the City Code provides that, “the special category is limited to those customers defined as commercial which do not generate sufficient quantities of refuse, garbage or trash to justify the use of a container or receptacle as provided by the city or do not have sufficient space to accommodate a container of minimum size. This service is limited to five cans, bags or bundles picked up twice a week and the monthly fee shall be set by city council by resolution.”

In order to comply with the County’s ordinance as it relates to solid waste collectors and haulers, the City – serving in its capacity as solid waste collector and hauler – must pick up solid waste in its “commercial” hauler. The County requires that the City maintain collection routes that separate residential and commercial solid waste in order to know when or if the disposal fee applies at the time of disposal. The City is merely passing along the County’s tipping fee which is charged at the disposal site in lieu of collecting the MSBU assessment.

At this point, the Housing Authority is being charged the special commercial curbside collection rate which is based on the fact that the properties are considered commercial under both county and city ordinance and that the Housing Authority properties do not pay the MSBU assessment. The fee being charged by the City for solid waste cartage, hauling and disposal is the rate of \$24.90 for those multi-family properties with more than 4 units that do not pay the MSBU assessment as required by County Ordinance. Therefore, the Housing Authority is not being treated differently than other multi-family properties with more than 4 units and it is not assessed any differently than other properties in the same classification.

If the Authority is interested in reducing its solid waste disposal costs it may still wish to consider switching from curbside can collection to container or dumpster service which may reduce overall costs.

EXHIBIT 2

SERVICE AGREEMENT

THIS AGREEMENT is made on the 15th day of June, 2006, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter, the "City") and the Brooksville Housing Authority, an independent agency of the City created pursuant to Chapter 421 of the Florida Statutes (hereinafter, "Authority").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties agree as follows:

1. The City shall provide an armed police officer to render law enforcement services on the premises of the Authority under the terms and conditions of this Agreement. All uniforms, badges, vehicle, and other equipment deemed necessary to perform such services shall be provided by the City. An office shall be provided on the Authority premises, at the cost of the Authority, for the officer to work from. Recognizing that the officer may be called off the premises at various times to assist in emergency matters, to transport prisoners to jail, to testify in court proceedings, and to perform other duties off the premises as may be directed, from time to time, by the City's Chief of Police, it is intended that the officer shall be on the

Authority premises an average of thirty-five (35) hours per week.

2. Scheduling of such officer's presence on the Authority premises, as well as the duties performed by such officer, shall always be under the control, and at the discretion, of the City's Chief of Police. The City's Chief of Police shall consult the Authority's governing body and executive director in determining scheduled hours and shall attempt to satisfy the Authority's preferences in this regard. Any special request for particular services, surveillance, or other police activity, shall be made by the Authority to the Chief of Police.

3. At any time that the Authority is dissatisfied with the particular officer assigned for service on the Authority's premises, the Authority shall notify the City's Chief of Police of such dissatisfaction and the reasons for same. The officer shall be removed and replaced if the Chief of Police determines, in his discretion, that there is cause to do so.

4. The liability of the City for the actions of the officer assigned to the Authority's premises shall be the same as for any other uniformed police officer of the City's police department while on official duty.

5. The term of this Agreement shall be for one year, commencing on _____, 2006. The Authority shall have the option of extending this Agreement for additional one-year terms in the following manner:

A. If it desires to extend this Agreement for an additional one-year term, the Authority shall notify the City, in writing, of such intent at least sixty (60) days before the expiration of the current term.

B. Within fifteen (15) days after receipt of such notice of intent, the City shall notify the Authority, in writing, of the cost of providing the same service for the next one-year term.

C. Within fifteen (15) days after receipt of such notice of cost from the City, the Authority shall notify the City, in writing, whether it accepts the cost for a new one-year term or declines to continue the Agreement.

D. If the Authority accepts the cost, this Agreement shall continue in force for the additional one-year term on the same terms and conditions as set forth herein, except that the cost paid to the City as provided in Paragraph 6 hereof shall be the new cost accepted by the Authority.

6. For the services provided hereunder, the Authority shall pay to the City the sum of Fifty-Two Thousand and No/100 Dollars (\$52,000.00), payable in four quarterly installments, in advance, with the first of such installments being due and payable upon the first day of the initial one-year term of this Agreement.

7. For purposes of providing any notices pursuant to this Agreement, and for payments required to be made pursuant to this Agreement, notices shall be delivered in writing, and payments shall be made, by regular mail, overnight delivery or hand delivery to the addresses listed below:

To the City: Richard Anderson
 City Manager
 201 Howell Avenue
 Brooksville, FL 34601

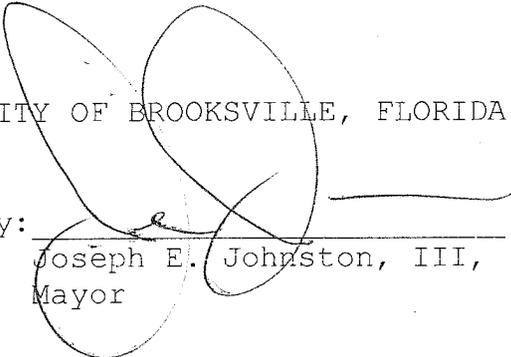
To the Authority: Betty L. Trent
 Executive Director
 800 Continental Drive
 Brooksville, FL 34601

8. This Agreement sets forth all the covenants, promises, agreements, and understandings between the City and the Authority concerning the subject matter of this Agreement. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either

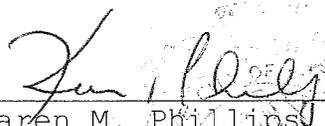
party unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the undersigned, having been duly authorized, execute this Agreement as of the date first written above.

CITY OF BROOKSVILLE, FLORIDA

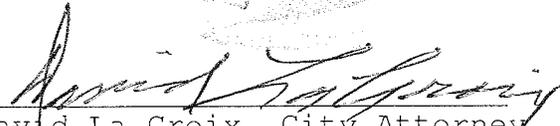
By: 
Joseph E. Johnston, III,
Mayor

ATTEST:



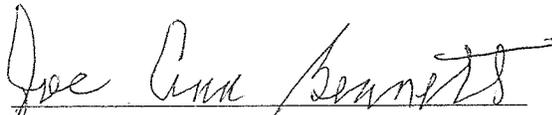
Karen M. Phillips
City Clerk

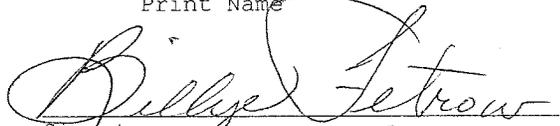
APPROVED AS TO LEGAL FORM AND
CONTENT FOR THE RELIANCE OF THE
CITY OF BROOKSVILLE ONLY:



David La Croix, City Attorney

Witnesses:


Signature
Joe Ann Bennett
Print Name


Signature
Billye Fetrow
Print Name

BROOKSVILLE HOUSING AUTHORITY

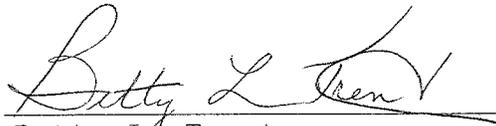
By: 
Betty L. Trent,
Executive Director

EXHIBIT 3

COOPERATION AGREEMENT

sa

This Agreement entered into this 16th day of December, 1969,
by and between Brooksville Housing Authority
(herein called the "Local Authority") and the City of Brooksville, Florida
(herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the UNITED STATES OF AMERICA (herein called the "Government"), excluding, however, any low-rent housing project heretofore covered by any contract for loans and annual contributions.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 200 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Florida, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

Page 2 (alternate)

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government, there has been or will be elimination (as approved by the Government) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, pavings, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land, for and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned.)

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects.

If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF BROOKSVILLE, FLORIDA
(Corporate Name of Municipality)

By Edwin H. Rogan
(Title) Mayor

(SEAL)

ATTEST:

Wesley Willard
(Title) City Clerk

ROOSEVILLE DRAINAGE AUTHORITY
(Corporate Name of Local Authority)

By Murray B. Smith
Chairman

(SEAL)

ATTEST:

Charles W. Lawrence
Secretary

EXHIBIT 4

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

MINUTES

February 4, 2008

7:00 P.M.

Brooksville City Council met in regular session with Mayor David Pugh, Vice Mayor Frankie Burnett and Council Members Joe Bernardini, Lara Bradburn and Richard E. Lewis. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Karen M. Phillips, City Clerk/Director of Administration; Janice L. Peters, Deputy 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. Members of the Hernando Today, Hernando Times and Brooksville Belle were also present.

The meeting was called to order by Mayor Pugh, followed by an invocation and pledge of allegiance.

Council Member Bradburn requested Item F-2, the Hernando County Fair Association Condemnation, be moved ahead on the agenda. Council consensus was to review after the Consent Agenda. She also requested Item C-4, the City Hall Generator Wall Bid, be moved to the regular agenda.

. . .

PILOT Program Debt

Consideration of Council to pursue agreement.

Director Baumgartner reviewed the history of the agreement, pointing out that the \$500 payment the Brooksville Housing Authority had been making was only for arrears. The current annual payments have not been made.

Council Member Lewis asked Attorney Hogan to explain the ramifications of not paying the PILOT as Council does not have the authority to waive ad valorem taxes which the PILOT is in lieu of.

City Attorney Hogan confirmed that both cannot be waived. Discussion followed.

Council Member Lewis recommended Council ask the Brooksville Housing Authority fee accountant to audit the account and provide the necessary figures to calculate the amount due.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Bernardini to ask the Brooksville Housing Authority Board for accountability from the fee accountant and to request from HUD what the City is responsible for, if anything.

Mr. McLean indicated he has come to an agreement with HUD for authorization to renegotiate the PILOT and expects to have an agreement in 60 days.

Motion carried 5-0.

EXHIBIT 5



We mean business™

MEMORANDUM OF LAW

To: T. Jennene Norman-Vacha, City Manager

From: Jennifer C. Rey, The Hogan Law Firm, LLC 

Cc: Thomas S. Hogan, Jr., George Angeliadis

Re: Brooksville Housing Authority P.I.L.O.T Agreement

Date: March 12, 2008

QUESTION:

With respect to the City of Brooksville’s Cooperation Agreement with the Brooksville Housing Authority, may the City:

- (1) Declare the Housing Authority in default of the Agreement and implement ad valorem taxes instead?
- (2) Waive its right to collect past due PILOT payments?

FACTS:

The City of Brooksville entered into a Cooperation Agreement with the Brooksville Housing Authority (BHA) on December 16, 1969. Under the agreement the BHA is to make an annual payment to the city using a formula set forth in the Agreement. From the period of 1969 to 1997, the BHA did not meet its obligation under the Agreement and accrued a debt of \$10,042.58. On September 15, 1997, Council rejected the BHA’s request to waive the debt and passed a motion requiring the BHA to make payment on the debt over a period of no more than 20 years. Starting in 1998, BHA made payments in the amount of \$500.00, with a payment of \$1012 received in 2001, and in 2006 the City granted a \$500 easement credit to the BHA. However, these payments have all been part of the re-payment of the amount in arrears. No annual payments under the original Agreement have been made since 1998. The actual amount due under the original Agreement is calculated by using the formula provided in the Agreement at item 3(b) and is unascertainable by the City at this time.

BRIEF ANSWER:

Property owned by the Brooksville Housing authority, if used exclusively for a municipal purpose such as low-income housing, is tax exempt under Florida Statute Chapter 423 and Title 42 USC §1437. Therefore, the City may not assess ad-valorem taxes or levy special assessments

against such property. However, since such property is exempt, both Florida Statute §423.02 and Title 42 USC §1437 provide for payments in lieu of taxes. Pursuant to Title 42 USC §1437c(e), to be eligible for federal funds or financing, a local housing authority must have a cooperative agreement in place with the local governing body and such agreement shall provide for payments in lieu of taxes. However, under the Florida Statute, agreements for payments in lieu of taxes are authorized, but not required. Therefore, subject to certain limitations, the City is free to negotiate with the Brooksville Housing Authority as to the amount of payments in lieu of taxes. Based on this notion, the City is also free to either choose to enforce the terms of the existing Agreement with the Brooksville Housing Authority, renegotiate the Agreement, or to waive its rights under the Agreement to collect outstanding payments.

DISCUSSION:

Property owned by a local housing authority that is used exclusively for municipal purposes is exempt from real and personal property taxes or special assessments; and payments in lieu of taxes (PILOT) are authorized but not required under State statute. Local cooperative agreements are a requirement for local housing authorities to receive federal financial assistance and PILOT payment provisions of such agreements are negotiable, subject to certain limitations, under the terms of Title 42 USC §1437 and F.S. §423. Even though PILOT payments are offered to compensate local governing bodies for the tax exempt status of housing authority property, a local governing body may not assess taxes or levy special assessments against such property when a housing authority is in default on its agreement. The local governing body may, however, enforce its rights under the terms and conditions of the Agreement if it so chooses.

A. Tax Exempt Status of Housing Authority Property

Under the Cooperation Agreement, the Brooksville Housing Authority property is exempt from real and personal property taxes. The Cooperation Agreement, in relevant part, provides at section 3(a), that

“Under the constitution and statutes of the State of Florida, all Projects are exempt for all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by public body or governmental agency and is used for low rent housing purposes, or (ii) any contract between the Local Authority and the [U.S.] Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project of any monies due to the [U.S.] Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto.”

This provision of the Agreement is supported in part by both Florida Statutes and federal law. The State of Florida Housing Authorities Law, Chapter 423 provides for the tax exempt status of property held by local housing authorities. Florida Statutes §423.01 states that “as a matter of

legislative determination, it is found and declared that the property and debentures of a housing authority are of such character as may be exempt from taxation.” Florida Statutes §423.02 offers further guidance on tax exemption and provides in pertinent part that,

“the housing projects, including all property of housing authorities used for or in connection therewith or appurtenant thereto, of housing authorities *shall be exempt from all taxes and special assessments* of the state or any city, town, county, or political subdivision of the state.” (*emphasis added*)

In addition, the federal Fair Housing Act also provides for the tax-exemption of property where the local housing authority receives federal funding. Title 42 USCA §1437d(d) states that,

“every contract for contributions with respect to a low-income housing project shall provide that no contributions by the Secretary shall be made available for such project unless such project (exclusive of any portion thereof which is not assisted by contributions under this chapter) is *exempt from all real and personal property taxes levied or imposed* by the State, city, county or other political subdivisions...” (*emphasis added*)

The Supreme Court of Florida has considered various cases addressing the tax exempt status of property owned by local housing authorities and has consistently upheld the tax exempt status of such property so long as it is used exclusively for a municipal purpose. *Garrett v. Northwest Florida Regional Housing Authority*, 12 So.2d 448 (Fla. 1943); *Smith v. Housing Authority of City of Daytona Beach*, 3 So.2d 880 (Fla. 1941); *State ex rel. Harper v. McDavid*, 200 So. 100 (Fla. 1941); *State ex rel. Burbridge v. St. John*, 197 So 131 (Fla. 1940). In *State ex. Rel. Grubstein v. Campbell*, 1 So.2d 483 (Fla. 1941), the Supreme Court of Florida specifically addressed arguments that such tax exemption violates due process and equal protection requirements. In *Grubstein*, the court noted,

“To the charge of lack of due process and equal protection, it is sufficient answer to say that while the lands of housing authorities go on the tax books relieved of taxation, little is actually lost because they were assessed low in the first place and what is lost in taxes is more than compensated for by saving in improved sanitation, and reduction in the cost of crime and policing.” *State ex. Rel. Grubstein v. Campbell*, 1 So.2d 483, 485 (Fla. 1941).

Therefore, the tax exempt status of the property raises no issues of violations of due process or equal protection, even without the existence of a “payments in lieu of taxes” agreement.

B. Cooperation Agreements & PILOT Payments

There are both federal and Florida statutory provisions for “payments in lieu of taxes” (PILOT) with respect to tax exempt property owned by local housing authorities. These provisions also address the calculation or amount of the payment. Pursuant to provision 3(a) of the existing Cooperation Agreement “the Local Authority shall make annual payments (“Payments in Lieu of Taxes”) in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.” This language is supported in part by Florida Statutes §423.02 which conditions tax exemption on the provision of PILOT payments. The statute in relevant part states,

“that in lieu of such taxes or special assessments a housing authority may agree to make payments to any city, town, county or political subdivision of the state for services, improvements, of facilities furnished by such city, town, county or political subdivision for the benefit of a housing project owned by the housing authority, but in no event shall such payments exceed the estimated cost to such city, town, county or political subdivision of the services, improvements or facilities to be so furnished.” (emphasis added)

The state statute is permissive in that it stipulates a housing authority “may” agree to make payments; however, the federal statute is not permissive.

In order to be eligible for federal funding or financing, a local housing authority must have the approval of the local governing body and must have in place a cooperation agreement. These provisions are outlined in 42 USCA §1437c(e) which states,

“(1) the Secretary shall not make any contract with a public housing agency for preliminary loans....(i) unless the governing body of the locality has by resolution approved the application of the public housing agency for such preliminary loan; and (ii) unless the public housing agency has demonstrated to the satisfaction of the Secretary that there is need for such low-income housing which is not being met by private enterprise; and (2) the Secretary shall not make any contract for loans (other than preliminary loans) or for contributions...unless the governing body of the locality involved has entered into an agreement with the public housing agency providing for the local cooperation required by the Secretary pursuant to this chapter...”

So long as the Brooksville Housing Authority has an outstanding federal loan or receives federal contributions, a cooperative agreement must be in place. With respect to housing authorities that have federal contracts for contributions, Title 42 USCA §1437d(d) stipulates that

“such contract shall require the public housing agency to make payments in lieu of taxes equal to 10 per centum of the sum of the shelter rents charged in such a

project, or such lesser amount as (i) prescribed by State law, or (ii) is agreed to by the local governing body in its agreement for local cooperation with the public housing agency required under section 1437c(e)(2) of this title, or (iii) is due to failure of a local public body or bodies other than the public housing agency to perform any obligation under such agreement.”

Therefore, unless agreed to otherwise in the local cooperative agreement, the provisions of §1437d(d) would apply to a local housing authority receiving federal funds. In section 3(b) of the City’s Cooperation Agreement with the Brooksville Housing Authority, part of the language of the federal statute is incorporated into the PILOT provision. The provision states,

“each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.”

Based on a collective interpretation of both federal and Florida Statutes, the value and amount of the PILOT is negotiable as between the City and the Brooksville Housing Authority subject to certain limitations. Under a cooperative agreement required by federal law, the payment amount shall be less than or equal to 10% of the shelter rents actually collected in a fiscal year or as otherwise stipulated by state law or in the local agreement. As Florida’s statute does not stipulate a specific payment amount or formula, the City is free to negotiate the amount of the payments subject to the limitation of F.S. §423.02 which states that “in no event shall such payments exceed the estimated cost to such city, town, county or political subdivision of the services, improvements or facilities so furnished.”

There is an absence of Florida case law addressing PILOT issues with respect to housing authorities; however, the Federal District Court for the Eastern District of Washington considered a comparable federal PILOT provision. In *U.S. v. City of Milwaukee*, 49 F.Supp. 436 (E.D.Wis. 1943), the United States sought a declaratory judgment as to the tax exempt status of certain real estate and injunctive relief against taxing officials to restrain attempts to collect taxes that were already assessed. In this case, no agreement for “payments in lieu of taxes” was in place, but the housing authority made an offer of such payment as a means to settle the dispute. The city argued that the payment offered was “grossly inadequate, unreasonable, and arbitrary” and, as a result, they rejected the offer and sought recovery of the taxes assessed. The district court granted the declaratory judgment declaring the property tax exempt and the United States was entitled to an injunction as to the taxes assessed. With respect to the payment in lieu of taxes offered by United States, the court noted that although the payment seemed small the court did not have any evidence to determine the adequacy of the offer. In addition, the court concluded that a determination as to the adequacy of a payment would be “entirely an administrative function” because the language of the act did not include mandatory provisions as to the amount

of the payment leaving the court without any authority to make such a determination. *US v. City of Milwaukee*, 49 F.Supp. 436, 439 (E.D.Wis. 1943).

Therefore, to the extent that F.S. §423.02 makes no mandatory provisions for calculating a PILOT and since Title 42 USC §1437 allows for discretion in the local agreement, the City may exercise its own discretion in addressing the Brooksville Housing Authority's PILOT arrearage and future payments due under the existing Cooperative Agreement.

CONCLUSION

Based on the tax exempt nature of the housing authority property, the City may not assess ad valorem taxes or levy special assessments against property owned by the Brooksville Housing Authority even though the Authority is in default on its current agreement. Because PILOT provisions are authorized, but not required, the City may choose to waive its right to collect such payments from the Housing Authority. However, the agreement states that the Brooksville Housing Authority shall make the payments; therefore, the City may also choose to file a civil suit to enforce its existing agreement. Suit may be filed in county or circuit court depending on the total value of outstanding payments and arrearage which is not yet calculated at this time.

Since the Brooksville Housing Authority is required to have a local cooperative agreement as a condition of federal funding, another alternative the City may want to consider is to renegotiate the terms of the existing agreement in exchange for either forgiveness of the current PILOT arrearage or some other negotiated payment plan option.

EXHIBIT 6

PILOT Payment Reconciliation

Year	Rent Revenue*	Utilities Charges*	Difference	Estimated Pilot Due	Amount of Pilot Paid	Total Due	Comment
1969 - 1997	\$ -	\$ -	\$ -	\$ 10,042.58	\$ -	\$ 10,042.58	Arrears as of 1997
1998	\$ 81,338.16	\$ 144,716.00	\$ (63,377.84)	\$ -	\$ 500.00	\$ 9,542.58	
1999	\$ 86,692.00	\$ 123,458.00	\$ (36,766.00)	\$ -	\$ 500.00	\$ 9,042.58	
2000	\$ 82,146.00	\$ 110,402.00	\$ (28,256.00)	\$ -	\$ 500.00	\$ 8,542.58	
2001	\$ 108,284.00	\$ 105,158.00	\$ 3,126.00	\$ 312.60	\$ 1,012.00	\$ 7,843.18	
2002	\$ 136,182.00	\$ 91,592.00	\$ 44,590.00	\$ 4,459.00	\$ 500.00	\$ 11,802.18	
2003	\$ 155,903.00	\$ 123,105.00	\$ 32,798.00	\$ 3,279.80	\$ 500.00	\$ 14,581.98	
2004	\$ 176,346.00	\$ 99,810.00	\$ 76,536.00	\$ 7,653.60	\$ 500.00	\$ 21,735.58	
2005	\$ 181,262.00	\$ 138,473.00	\$ 42,789.00	\$ 4,278.90	\$ 500.00	\$ 25,514.48	
2006	\$ 204,438.00	\$ 122,420.00	\$ 82,018.00	\$ 8,201.80	\$ 500.00	\$ 33,216.28	
2007	\$ 245,247.00	\$ 156,676.00	\$ 88,571.00	\$ 8,857.10	\$ 4,710.00	\$ 37,363.38	
2008	**						
Totals				\$ 47,085.38	\$ 9,722.00	\$ 37,363.38	

* As reported in the independent auditor's reports of the Brooksville Housing Authority's annual financial audits for those years.

** Year 2008 audited financial reports for the BHA are not yet available.



AGENDA ITEM MEMORANDUM

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Janice L. Peters, CMC, City Clerk
Subject: Economic Development Website Agreement
Date: September 22, 2009

GENERAL SUMMARY/BACKGROUND

At its July 6, 2009 meeting, Council directed Dennis Wilfong, Ambassador of Commerce and Employment, to move forward with the project of adding video to the City's website in an effort to promote the City's economy.

An agreement has been reached with Husebo Advertising and Public Relations, Inc. in Leesburg, Florida for hosting of the video for which volunteers Carla Looper and Michael Herd have offered to sell ads.

BUDGET IMPACT

There will be no impact to the budget. Monies collected for advertising will fund the project and any excess will be deposited into the Economic Development Fund.

LEGAL REVIEW

This is within the authority of the Brooksville City Council.

STAFF RECOMMENDATION

Staff recommends Council approve the agreement and authorize the Mayor to sign and to authorize establishment of an Economic Development Fund.

Attachment: Agreement

**CITY OF BROOKSVILLE
ECONOMIC DEVELOPMENT WEBSITE AGREEMENT**

THIS ECONOMIC DEVELOPMENT WEBSITE AGREEMENT, (“Agreement”) is made and entered into effective this ____ day of _____, 2009, by and between the **CITY OF BROOKSVILLE, FLORIDA**, a municipal corporation, (hereinafter referred to as the “CITY”) and **HUSEBO ADVERTISING & PUBLIC RELATIONS, INC.**, a Florida corporation, (hereinafter referred to as “HUSEBO”) (severally, a "PARTY"; or collectively, the "PARTIES".)

RECITALS

WHEREAS, the City of Brooksville, Florida is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and,

WHEREAS, it is the intent of the City to establish and further a sound business and industrial tax base in the City, which tax base will benefit all residents in the City by broadening the distribution of the burden of taxes; and,

WHEREAS, it is the intent of the City to engage in marketing efforts, including an on-line video tour of the City, to encourage tourism and economic development; and,

WHEREAS, information is increasingly shared, consumed, created, and experienced online as part of the information economy; and,

WHEREAS, it is necessary to have a compelling and credible on-line presence to effectively participate in the information economy; and,

WHEREAS, having a strong website affords the City an opportunity to capitalize on the on-line medium to influence purchasing, relocation, and participation decisions which affect economic development and tourism; and,

WHEREAS, the City desires to establish the **ACTION BROOKVILLE PROJECT** ("Project), a website for the purpose of marketing the City to consumers, businesses and others to accomplish economic development and tourism goals.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the Parties covenant and agree, each with the other, as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are incorporated herein by reference as fully as if set forth in full text, and shall be deemed to be the representations and warranties of the Parties, each to the other.

2. **TERM OF THE AGREEMENT.** The Agreement shall run for a period of one (1) year with a renewal option for an additional one (1) year term, to be exercised in writing and executed by both Parties, not less than ninety (90) days prior to the expiration hereof.

3. **SCOPE OF SERVICES FOR THE PROJECT.** Husebo shall perform and/or provide the following services for the City, subject to the restrictions and limitations identified herein.

- a. Husebo shall develop the Project. The Project shall be branded entirely for the City of Brooksville and will not have CGI or E-Link TV messaging. The Project shall be deemed "Turnkey" and shall include, inter alia: research, scripting, onsite videography on broadcast quality Digicam or Beta masters; approval of finished video; streaming digital formats to play on any computer system browser or internet connection speed; encoding for website video formats including Window's Media and Quick Time players; and such other actions ancillary thereto or customarily associated with "Turnkey" services.
- b. The City shall retain all right, title and interest in the finished Project content including video footage, and copyrights.
- c. Husebo agrees to produce at the request of the City and at no cost to the City up to seven video clips each being approximately one-minute in length containing video tours of the City.
- d. Husebo is authorized to sell Advertising Space and Ad Creation Services for inclusion in the Project, such that the Project is of no cost to the City, subject to the following limitations:
 - i. Advertisements must be directly related to the City's economic development and tourism initiatives and goals. Advertisements must relate to businesses and services offered in the categories of education, real estate, hotels, relocation, business-to-business services, industrial and manufacturing resources and community services.
 - ii. The City reserves the right to reject any advertisement or video which the City deems contrary to its economic development and tourism goals or otherwise not in the City's best interest as determined by the City in its sole and absolute discretion. In the event the City rejects such advertisement, Husebo shall immediately refund any payments received from such advertisement to the third party purchaser.
 - iii. Husebo shall required any third party advertiser or purchaser to execute the Advertising Agreement approved by the City and set forth as Exhibit A without change or modification unless such change is approved in writing by the City.
 - iv. Gross sales of Advertising Space and Ad Creation Services shall be used to pay for the costs of the Project. Said costs are estimated to be not more than \$12,000. Once Project costs have been satisfied, 100% of all gross sales of Advertising Spaces and a 10% commission on all gross sales for Ad Creation Services, as identified on Exhibit A, shall be paid to the City each month.

4. **DEFAULT.** In the event of a default or breach concerning any provision hereof by

either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have fifteen (15) calendar days to cure the default. If such default is not corrected within the time specified, the Parties will attempt to resolve the dispute through Dispute Resolution.

5. **DISPUTE RESOLUTION.** All disputes arising from or in connection with the Agreement shall be settled through good-faith negotiation between senior management of both Parties, followed within thirty (30) calendar days by professionally-assisted mediation, if necessary. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

6. **TERMINATION.** Either Party may terminate this Agreement for any reason with ninety (90) calendar days prior written notice to the other Party. The City may terminate this Agreement immediately without notice upon the occurrence of any of the following events of default and/or breach of any provision of this Agreement by Husebo:

- a. Failure to comply with and perform each and every covenant and term of this Agreement, including all addendum and attachments;
- b. Failure to cause any third-party purchaser of advertising space video services to execute the Form Purchase Order attached as Exhibit A to this Agreement and incorporated herein by reference;
- c. Filing of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Husebo's property, or an assignment for the benefit of creditors;
- d. Filing of a petition, suit, indictment, information, injunction, or other indicia of litigation, administrative or quasi legal proceedings of any kind against Husebo in any court, either criminal or civil, wherein the City is potentially a named defendant or party;
- e. Any misrepresentation or defamation of the City, its employees or agents.

Upon the occurrence of any event of default, the Company may immediately terminate this Agreement and the Company shall be entitled to all remedies and damages permitted by law or equity in addition to and not in lieu thereof, the rights and remedies provided for in this Agreement.

7. **NOTICE.** All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either:

- a. prepared in writing and deposited in the United States Mail, postage pre-paid, and properly addressed to the Party to be notified at the address noted below; or
- b. actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature.

Any notice or disclosure required and/or permitted under this Agreement, and any change of the address and/or identity of a person to be notified, shall be made in accordance with the above notice provision, and such notices shall be sent to:

If to Husebo:

Lanny Husebo
 President
 Husebo Advertising & Public Relations, Inc.
 P.O. Box 491320
 Leesburg, Florida 34749-1320

If to City:

City Manager
 City of Brooksville
 201 Howell Avenue
 Brooksville, Florida 34601

With a Copy to:

With a Copy To:

City Attorney
 c/o The Hogan Law Firm, LLC
 20 S. Broad Street
 Brooksville, Florida 34601

8. **WARRANTY.** Husebo warrants that the Project shall be free from defect in material and/or workmanship and that the quality of the video clips will be equal to or greater than that which is customarily produced by professional videographers in the industry. Other than the covenants, promises, representations, and warranties provided in this Agreement, neither Party has made any covenants, promises, representations, or warranties, of any nature whatsoever, to the other Party.

9. **GOVERNING LAW.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the City elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

10. **GENERAL.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and

effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, where the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Party/Parties agree(s) that this Agreement is consummated and entered into in Hernando County, Florida.

11. **SEVERABILITY.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

12. **ATTORNEYS' FEES.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then the Party prevailing in that action shall be entitled to recover its costs and fees in that action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

IN WITNESS WHEREOF, the Parties hereto, **HUSEBO ADVERTISING & PUBLIC RELATIONS, INC.**, and the **CITY OF BROOKSVILLE, FLORIDA**, respectively, have executed and attested this Agreement, and caused their seals to be affixed hereto, effective as of the day and year first above written, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

Husebo Advertising & Public Relations, Inc.

By: _____
LANNY HUSEBO
Its President
Date signed: _____

City Of Brooksville, a political
subdivision of the State of Florida

By: _____
JOE BERNARDINI, As its Mayor
Date signed: _____

ATTEST:
(Seal)

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

Approved as to legal form for the reliance of
the City of Brooksville.

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

ACTION BROOKSVILLE PROJECT
Husebo Advertising & Public Relations, Inc.
Advertising Agreement
Terms And Conditions

Date: _____
Purchaser: _____
Contact: _____
Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Fax: _____
Email: _____

Only a limited number of Premium Positions, Page Locations and Ad Positions are available. Therefore, purchase is subject to availability of space and space is available on a first-come, first served basis. Other limitations may apply. See the Terms and Conditions for details.

PAGE LOCATION	
Please check all the pages on which you wish the Ad to appear. There is a fee for each placement.	
<input type="checkbox"/> Home Page <input type="checkbox"/> Welcome Page <input type="checkbox"/> Quality of Life Page <input type="checkbox"/> Education Page	<input type="checkbox"/> Real Estate and Relocation Page <input type="checkbox"/> Business & Industry Page <input type="checkbox"/> Community Services Page

AD POSITION:			
Type	Quantity	Rate/Year	Total
Premium Position Includes Placement On All Seven Page Locations (limit one per company).		\$2495.00	
Home Page Only		\$1500.00	
Inside Pages Only		\$ 500.00	
Additional Inside Pages with Home Page Purchase		\$ 250.00	

AD CREATION:			
Type	Quantity	Rate	Total
Landing Screen/Splash Page (w/Buyer provided logo)		\$ 595.00	
Landing Screen with Logo and Flash (w/Buyer provided photos)		\$1095.00	
Landing Screen with Video (includes music and one hour of onsite shooting/editing)		\$2095.00	

Total Due and Payable	\$
50% Deposit Due on Signing	\$
Balance Due By _____	\$

The parties, in exchange for good and valuable consideration hereto have signed this Agreement and agree to be bound by the terms and conditions set forth on the reverse side of this Agreement.

BUYER	Husebo Advertising & Public Relations, Inc.
<i>Signature</i>	<i>Signature</i>
<i>Printed Name</i>	<i>Printed Name</i>
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>

ACTION BROOKSVILLE PROJECT
Husebo Advertising & Public Relations, Inc.
Advertising Agreement
Terms And Conditions

Husebo Advertising Public Relations, Inc., a Florida corporation, is hereinafter referred to as the "Seller". The company purchasing or requesting advertising or advertising creation services from the Seller pursuant to the terms and conditions of this Agreement is hereinafter referred to as the "Buyer." Signature of the Buyer on this Agreement is conclusive evidence of the Buyer's acknowledgment and acquiescence to the terms, conditions, obligations, and requirements of performance as set forth herein.

1. **TERM OF THE AGREEMENT.** The Agreement shall run for a period of one (1) year with a renewal option for an additional one (1) year term, to be exercised, in writing and executed by both Parties, not less than ninety (90) days prior to the expiration hereof.

2. **TAXES.** Buyer agrees to be responsible for any and all sales or use tax, or any other governmental fee levied against any service delivered by the Seller under this Agreement.

3. **DEFAULT.** In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have fifteen (15) calendar days to cure the default. If such default is not corrected within the time specified, the Parties will attempt to resolve the dispute through Dispute Resolution.

4. **DISPUTE RESOLUTION.** All disputes arising from or in connection with the Agreement shall be settled through good-faith negotiation between senior management of both Parties, followed within thirty (30) days by professionally-assisted mediation, if necessary. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

5. **LAW OF AGREEMENT.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the charging party elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

6. **GENERAL.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, where the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Party/Parties agree(s) that this Agreement is consummated and entered into in Hernando County, Florida.

7. **SEVERABILITY.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.