

# **Hernando School District**

# Interlocal Governmental Meeting Agenda - Final

Wednesday, October 15, 2025

9:00 AM

District Office-Board Room 919 N. Broad Street Brooksville, FL 34601

# JOINT WORKSHOP WITH THE HERNANDO COUNTY SCHOOL BOARD, THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AND THE BROOKSVILLE CITY COUNCIL

### CALL TO ORDER

Reflection

Pledge of Allegiance

## **AUTHORITY AND PURPOSE OF JOINT MEETING**

## **HCSD PRESENTATIONS**

1. <u>26-3358</u> Presentation of Hernando County School Addition Updates

Attachments: Capacity Project Update ILM.pdf

2. <u>26-3359</u> Presentation of Wimbleton Avenue Updates

Attachments: Wimbleton Road Update ILM.pdf

3. <u>26-3360</u> Presentation of Proposed Revisions to the Interlocal Agreement for School Planning

Attachments: 10.15.25 - Hernando ILA Presentation .pdf

## HERNANDO COUNTY BOCC PRESENTATIONS

- 4. <u>26-3372</u> Discussion Regarding Sidewalks Within Hernando County School Zones
   <u>Attachments</u>: <u>Item 16498 Report</u>
- 5. <u>26-3373</u> Discussion Regarding Use of Sports Fields, Tracks, and Facilities for Public
- **6. 26-3374** Update Regarding Hernando County Development

## CITY OF BROOKSVILLE PRESENTATIONS

7. <u>26-3375</u> Discussion Regarding Interlocal Wholesale Wastewater Agreement Between Hernando County Water and Sewer District and City of Brooksville.

<u>Attachments</u>: Interlocal Wastewater Agreement with COB and HC (LR 25-415) Exhibit A-Layout1-Interconnection Map Large

\*8. <u>26-3376</u> City of Brooksville Development Update

Attachments: COB Community Development presentation for 10-15-25
Intergovermental Agency Meetingpdf

9. 26-3377 Partnership on North Ave Sidewalk Project

Attachments: North Avenue Sidewalk Proposal Summary
North Ave Proposed Sidewalk to Whiteway

North Ave Proposed Sidewalk Howell to US 98

## **PUBLIC COMMENT**

**10. 26-3378** Public Comment

Attachments: Citizen Input Speaker Pink Form 031424 ACC

## **ADJOURNMENT**

\*Hernando County BOCC to host the next Interlocal Meeting

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.



# Hernando School District

## Interlocal Governmental Meeting

Agenda Item # 1. 26-3358

10/15/2025

## **Title and Board Action Requested**

Presentation of Hernando County School Addition Updates

## **Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Joint Committee review the presentation of Hernando County School Addition Updates.

On April 9, 2024, the School Board authorized the design and construction of two Classroom Addition projects to increase school capacity at Winding Waters K-8, Weeki Wachee High School, and Eastside Elementary School.

This presentation provides an update on the status of both construction projects.

## My Contact

Ray Pinder Superintendent of Schools 352-797-7000

Brian Ragan Director of Facilities & Construction ragan\_b@hcsb.k12.fl.us 352-797-7050

## 2023-28 Strategic Focus Area

Other



# HERNANDO SCHOOL DISTRICT

Brian Ragan, Director of Facilities & Construction

Hernando County School Addition Updates

October 15, 2025

# PROPOSED SCHOOL EXPANSIONS Phase 1



# WINDING WATERS-WEEKI WACHEE HIGH FLEX SPACE BUILDING

- Building designed to be shared between WWHS & WWK8 as recommended by Planning & Growth Management Committee
- 30 Classrooms total with 13 ground floor classrooms for use by middle school and 17 second story classrooms for use by high school. Adds 660 to 750 Student Stations
- Ground floor to have a dining room with servery for food delivered from high school





- Precast concrete shell
- Metal Studs with drywall in classrooms with concrete corridors
- CMU with tile in bathrooms





# WINDING WATERS-WEEKI WACHEE HIGH FLEX SPACE BUILDING

- 43,698 SF (approximate) excluding covered walkways
- \$21,643,822 Guaranteed Maximum Price including FF&E
- Substantial Completion Date May 31, 2026





# EASTSIDE ELEMENTARY CLASSROOM & CAFETERIA BUILDINGS

- Cafeteria building to replace existing cafeteria which will become the front office.
- 20 Classrooms total with 10 classrooms per floor each having a restroom per SREF. Adds 440 Student Stations
- Cafeteria building to be constructed to meet EHPA requirements and can serve as a shelter for residents on the East side of the County
- New covered pavilion & courts





- Tilt up concrete shell
- Metal Studs with drywall in classrooms with CMU corridors
- CMU with tile in bathrooms







# EASTSIDE ELEMENTARY CLASSROOM & CAFETERIA BUILDINGS

- 26,864 SF Classroom Building 13,510 SF Cafeteria Building
- \$27,080,043 Guaranteed Maximum Price including FF&E
- \$1.4 million EHPA costs for cafeteria (APPX)
- Substantial Completion Date Cafeteria – June 1, 2026 Classroom July 1, 2026





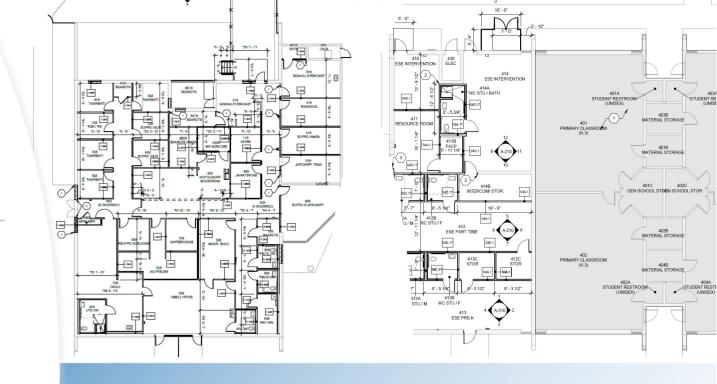
# EASTSIDE ELEMENTARY BUILDINGS 4 & 6 REMODELING

- Existing Cafeteria Building will become the new Office
- Existing Office area will be remodeled into 4 primary classrooms and an ESE suite (Approximately 72 Student Stations)
- Also includes new roofing & HVAC systems in specified areas





- Project currently being bid with budget of \$5.3 million
- Expected start date June 2026
- Expected completion 2027





# PROPOSED SCHOOL EXPANSIONS Phase 2 (Original)



# ON HOLD PER BOARD DIRECTION





# Hernando School District

## Interlocal Governmental Meeting

**Agenda Item #** 2. 26-3359

10/15/2025

## **Title and Board Action Requested**

Presentation of Wimbleton Avenue Updates

## **Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Joint Committee review the presentation of Wimbleton Avenue Updates.

School district staff has been working jointly with Hernando County staff to develop this street to provide additional access behind Winding Waters K-8 and Weeki Wachee High School, with the intent to alleviate potential traffic issues when the campus is fully developed.

This presentation provides an update on the status of this issue.

## My Contact

Ray Pinder Superintendent of Schools 352-797-7000

Brian Ragan Director of Facilities & Construction ragan\_b@hcsb.k12.fl.us 352-797-7050

## 2023-28 Strategic Focus Area

Other



# HERNANDO SCHOOL DISTRICT

Brian Ragan, Director of Facilities & Construction

Wimbleton Road Update

October 15, 2025

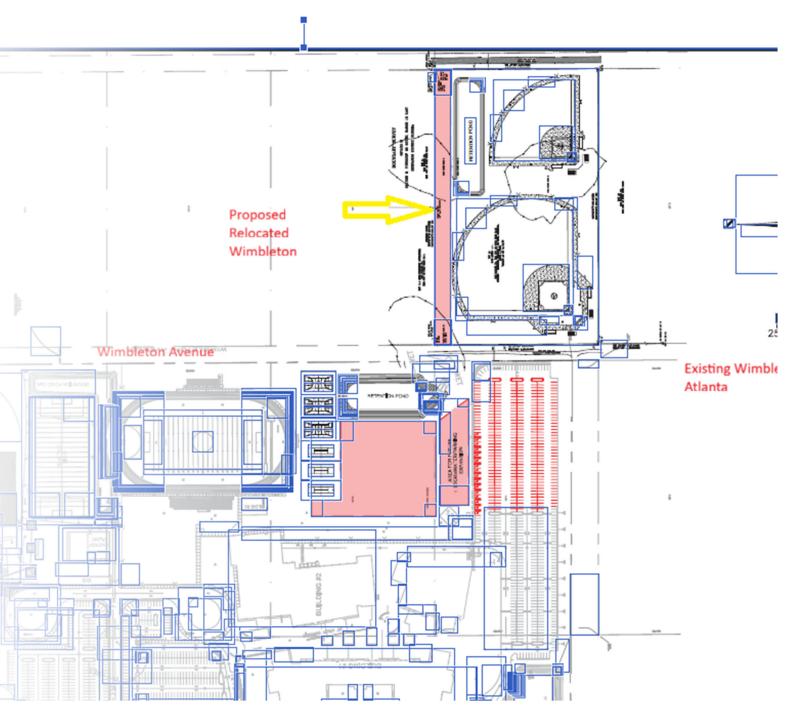
# **Traffic Study Recommendation**



This recommendation was made prior to HCSD purchasing two additional parcels of land to the East of Wimbleton.



- Construct parent stacking loop on North end of WWK8 campus -- COMPLETED
- Development and paving of Wimbleton Ave to Atlanta or Eakin – PLANNING STAGE
- Possible internal connection from WWHS to Wimbleton – PLANNING STAGE
- Re-routing of Wimbleton to Eakin Street per District's purchase of additional property to accommodate future growth— PLANNING STAGE



# **Current Routing of Wimbleton**



# Proposed Changes to Wimbleton Routing



# Issues with Completion of Project

- Estimated cost of \$4,000,000
- Need more land for DRA. Could possibly use the 5 acre parcel the School District purchased
- Project requires the consent of the mobile home park to the North. They have not responded to requests

# Weeki Wachee School Complex Road Improvements

Project ID: 111955

Location: Hi-Way Farms Subdivision Project Phase: Identification

Area of Operations: Public Works Project Manager: DPW - Other Funding Source: Undesignated Current Fiscal year Budget: N/A

Grant Funded: No

Importance of Project: 40 Capital Improvement Project

## **Project Description**

Wachee School Complex. May require signalization at Atlanta and US 19. Will require property for DRA. Will most likely require additional intersection improvements. Improvements.

## **Project Justification**

Request from Hernando County School Board.



## Ramifications of Incomplete Project



111955 Weeki Wachee School Complex Road Improvements

Proposal Name	 FY2026
Amount	
111955 Weeki Wachee School Complex Road Improvements	\$4,000,000
AMOUNT	\$4,000,000

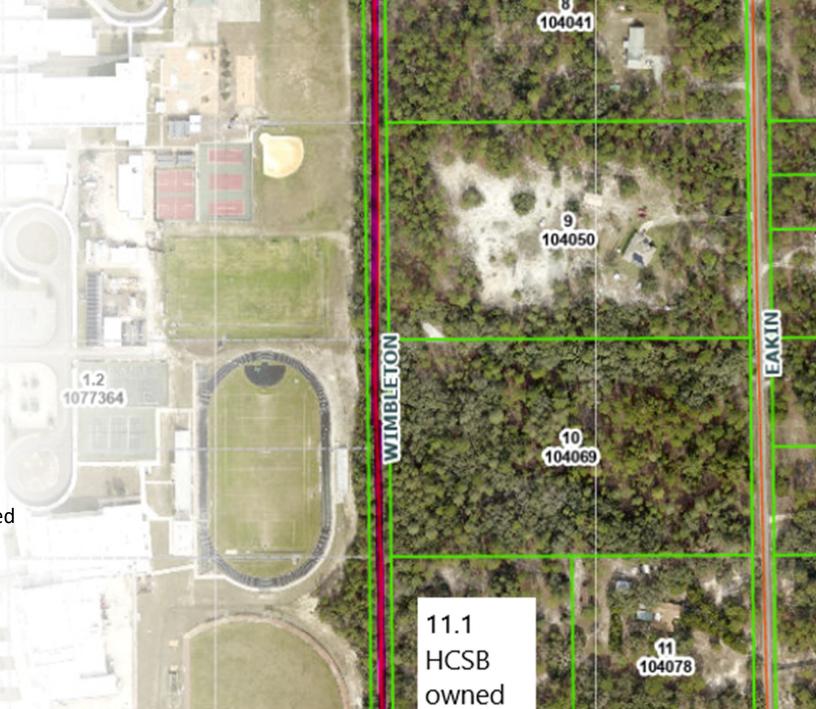
111955 Weeki Wachee School Complex Road Improvements

# Topics for Discussion

 Funding is not available for development – Do we continue with vacation and dedication of rights-of way??

How do we obtain MHP consent?

 County staff had made suggestion that entire portion of Wimbleton adjacent to HCSD property be vacated to HCSD – Allows our parcels to be contiguous but prevents future development of Wimbleton as a public road







# Hernando School District

## Interlocal Governmental Meeting

Agenda Item # 3. 26-3360

10/15/2025

## **Title and Board Action Requested**

Presentation of Proposed Revisions to the Interlocal Agreement for School Planning

## **Executive Summary**

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Joint Committee review the presentation of Proposed Revisions to the Interlocal Agreement for School Planning, by Mr. Chris Wilson, attorney representing the school district.

On March 30, 2023, during an Interlocal Government Meeting, school district staff gave a presentation to the Joint Committee on the need to update Interlocal Agreement for School Planning. In a follow-up presentation on March 14, 2024, the Joint Committee directed school district staff to organize a Working Group with planning staff from the school district and both Local Governments to draft a revised Interlocal Agreement for School Planning.

This presentation by Mr. Chris Wilson provides an overview of revisions recommended by the Working Group.

## My Contact

Ray Pinder Superintendent of Schools 352-797-7000

Brian Ragan Director of Facilities & Construction ragan\_b@hcsb.k12.fl.us 352-797-7050

Jim Lipsey, AICP-C School Planner lipsey\_j@hcsb.k12.fl.us 352-797-7050

Christopher J. Wilson C.J. Wilson Law, P.A. chris@cjwilsonlaw.net 407-232-2003

## 2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning



# HERNANDO SCHOOL DISTRICT

2025 Interlocal Agreement Update

October 15, 2025

# **Interlocal Agreement Update Schedule**

- 1) School Board Staff made a presentation on the need to update the Interlocal Agreement to the Joint Committee at the following Joint Committee Meetings:
  - March 30, 2023
  - March 14, 2024
- The Joint Committee provided direction at the March 14, 2024, meeting for the School Board and the Local Governments to update the Interlocal Agreement
- 3) The School Board staff have led the effort.

# PRELIMINARY SCOPE OF PROPOSED REVISIONS

- Revise concurrency process to conform to current Florida Statutes
- 2) Streamline school siting processes to conform to current statutes
- 3) Condense or remove verbiage that restates statutes & ordinances
- 4) Add a section for the administration, collection, remittance, and reporting of educational impact fees

# **INTERLOCAL AGREEMENT – PURPOSE & BENEFITS**

- Required by Sections 1013.33, 163.3177, 163.3180(6), Florida
   Statutes
- Coordinate planning between boards and local governing bodies
- Ensure construction of public schools is coordinated in time and place with residential development
- Encourage efficient use of infrastructure concurrent with development

# WHY REVISIONS ARE NEEDED

- Interlocal Agreement was last amended in 2009 (16 years ago)
- Interlocal Agreement is no longer consistent with current Florida Statutes (F.S. 163.3177, 163.3180(6), 1013.33)
- Interlocal Agreement needs to be made current with the policies set forth in the Hernando County Comprehensive Plan
- Administrative Code referenced in the Interlocal Agreement has been repealed
- Improvements are needed for efficiency of planning processes and workflow





# HERNANDO SCHOOL DISTRICT

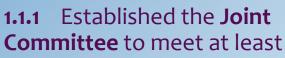
# **Interlocal Agreement Revisions:**

- I. PLANNING PROCESS
- II. CONCURRENCY
- III. IMPACT FEES

# **Section 1** Coordinating and Sharing Information

# **Section 1.1 (2009 ILA)**

Section 1.1 Joint Meetings



quarterly.

1.1.2 Established joint workshop sessions for the School Board and Local Government Boards to meet for discussion.

**1.1.3** Staff representatives provide technical review and recommendations

# **Section 1.1 (proposed revision)**

Section 1 Coordinating and Sharing Information

Establishes the **Working Group**—a group consisting of staff of the School Board and the Local Governments—to facilitate the planning of educational facilities on behalf of the governing bodies and to make recommendations to the **Oversight Committee**.

Working Group is a staff level, fact-finding body <u>not</u> subject to the Sunshine Law.

- Shall meet on the first Thursday of March and September/October (depending on the timing of the Tentative Educational Facilities Plan), and any other times, as necessary.
- Working Group creates Annual Report to go to the Oversight Committee



# **Section 2** Oversight Committee

# **Section 1.1 (2009 ILA)**

Section 1.1 Joint Meetings

**1.1.4** Oversight provided by the Joint Committee.

# Section 2.1 (proposed revision)

Section 2.1 Oversight Committee.

- Establishes the **Oversight Committee**—a committee comprised of 7 members (3 School Board Members, 2 County Commissioners, 2 City Council Members).
- The Oversight Committee will review the Annual Report of the Working Group and may present the Annual Report to each of their respective boards for review and comment, including any recommendations to amend or supplement the ILA.
- Meets annually
- Subject to the Sunshine Law



# Section 1.4 Annual Report

- Annual report to be created the Working Group by April 1 of each year.
- Report will address coordination of land use and school facility phasing; including population projection, student projections, school development trends, school needs and all other matters pertaining to school planning.
  - Each Local Government will provide population projections, development trends/data, and any amendments to their comprehensive plans that will modify allowable residential density, or may otherwise affect school enrollment
  - The School Board will provide information regarding current student enrollment and projected student enrollment
- Annual report will also address any planning issues specific to any particular school/school site.



# **Section 3** School Site Selection

# Section 2 & 3 (2009 ILA)

Section 3.1, Section 4

Current language in the ILA is cumbersome and not inline with statutory requirements.

Section 3.2 – Zoning Categories in Which Schools are Allowed

# Section 3 (proposed revision)

Sections 3.1, 3.2, 3.3, 3.4

- The School Board will notify the local Government within 60 days prior to acquiring/ leasing a new school site
- Within 45 days the Local Government shall provide the School Board with a preliminary determination as to whether the new school site is consistent with the comprehensive plan
- Once a new school site has been selected within 90 days prior to construction of a new school the school board will request a determination from the Local Government as to whether the site is consistent with the comprehensive plan
- Within 45 days the Local Government shall issue a determination regarding consistency of the site with the comprehensive plan

**Section 3.6** No change



# **II. CONCURRENCY**

# Section 6.1 Level of Service

# Section 5 (2009 ILA)

Section 5.3



- Elementary 100% of Permanent FISH Capacity
- Middle 100% of Permanent FISH Capacity
- High 100% of Permanent FISH Capacity

# Section 6 (proposed revision)

## Section 6.1

Level-of-Service (LOS) Standards:

- Elementary 100% of Permanent FISH Capacity and long-term relocatable
- Middle 100% of FISH Capacity and long-term relocatable capacity
- High 100% of FISH Capacity and long-term relocatable capacity
- LOS shall be reviewed annually by Oversight Committee



# **Section 6.2.1 School Concurrency Application**

# Section 6 (2009 ILA)

Determinations Following
Application – contains a similar process. Updated streamlines process between the School Board and Local Governments.

# Section 6.2.1 (proposed revision)

**Section 6.2.1** – School Concurrency Application (revision needed)

- The Local Government will direct applicants with projects that include residential development to obtain and file with the School Board a School Concurrency Application along with a fee for same to the School Board.
- The applicant shall submit the approved school concurrency application from the School Board, including confirmation of payment to the School Board, along with its initial application to the Local Government.
- Within 30 days of the Local Government's completeness determination the School Board will either
  - Issue a finding of available school capacity, or
  - Advise the applicant that insufficient capacity exists and mitigation is required

# **Section 6.2.2 Determining Available Capacity**

Section 5 (2009 ILA)

Section 6.2.2 (no change)

**Section 5.2.1** – School Capacity Calculations



**Section 6.2.2** – Determining Available Capacity

 Formula for Determining Available Capacity –accounting for the number of student stations held in reserve by the School Board for specific developments which are either vested or have received a Certificate of Concurrency



# **Section 6.3 Proportionate share mitigation**

# Section 6 (2009 ILA)

**Section 6.1/6.2** 



Existing timeline and process contain longer lead time on negotiating proportionate share mitigation agreements (up to 270 days) and out-of-date law references

# Section 6.3 (proposed revision)

6.3.2

Formula for calculating Proportionate Share Mitigation

6.3.3

- In accordance with section 163.3180(6), Florida Statues a residential development not exempt from school concurrency may obtain a Certificate of School Concurrency by entering into a Proportionate Share Mitigation Agreement (PSMA) with the School Board
- The execution of a PSMA, as applicable, shall be a condition of the Conditional Plat approval, Site Plan approval or the functional equivalent
- Payment of the proportionate share mitigation in full shall be a condition of the final plat approval (or the functional equivalent), but no later than the issuance of the first building permit.
- Payment shall be made directly to the School Board



# Section 6.4 Credits

## Hernando County School Board Educational Facilities Impact Fee Voucher [Insert] NAME OF SUBDIVISION OR DEVELOPMENT

Number of dwelling units associated with application:  Type of dwelling units associated with application:  Name of Developer/Applicant:  Address of Developer/Applicant:  Legal description of subject property: See Exhibit "A" - Attachment 1.  Subdivision or Master Development Plan name:  Local Government Development Application Number:  The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for [elementary] [mhigh] school capacity on the day of, 2025, as shown below.  The School Board Official gives notice to Local Government that the following sums shredited towards the Educational Facilities Impact Fee obligations of the Developer/Applicant of Proportionate Share Payment  1. Date of Proportionate Share Payment  2. Amount of Proportionate Share Payment  3. Impact Fee per unit at Time of Proportionate Share Payment		Date of Finding of Available School Capacity:
Name of Developer/Applicant: Address of Developer/Applicant: Legal description of subject property: See Exhibit "A" - Attachment 1. Subdivision or Master Development Plan name: Local Government Development Application Number: The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for [elementary] [m. high] school capacity on the day of, 2025, as shown below. The School Board Official gives notice to Local Government that the following sums shown the School Board Official gives notice to Local Government that the following sums shown the Educational Facilities Impact Fee obligations of the Developer/Apple 1. Date of Proportionate Share Payment  2. Amount of Proportionate Share Payment 3. Impact Fee per unit at Time of Proportionate Share		
Address of Developer/Applicant: Legal description of subject property: See Exhibit "A" - Attachment 1. Subdivision or Master Development Plan name: Local Government Development Application Number: the undersigned School Board Official confirms that it has received from the developer/Applicant named above, Proportionate Share Mitigation for [elementary] [maigh] school capacity on the day of, 2025, as shown below.  The School Board Official gives notice to Local Government that the following sums show the Educational Facilities Impact Fee obligations of the Developer/Applicant of Proportionate Share Payment  1. Date of Proportionate Share Payment 2. Amount of Proportionate Share Payment 3. Impact Fee per unit at Time of Proportionate Share		
Legal description of subject property: See Exhibit "A" - Attachment 1.  Subdivision or Master Development Plan name:  Local Government Development Application Number:  the undersigned School Board Official confirms that it has received from the developer/Applicant named above, Proportionate Share Mitigation for [elementary] [maigh] school capacity on the day of, 2025, as shown below.  the School Board Official gives notice to Local Government that the following sums should towards the Educational Facilities Impact Fee obligations of the Developer/Applicant named above, Proportionate Fee obligations of the Developer/Applican	•	Name of Developer/Applicant:
Subdivision or Master Development Plan name:  Local Government Development Application Number:  the undersigned School Board Official confirms that it has received from the developer/Applicant named above, Proportionate Share Mitigation for [elementary] [maigh] school capacity on the day of, 2025, as shown below.  the School Board Official gives notice to Local Government that the following sums showned towards the Educational Facilities Impact Fee obligations of the Developer/Apple 1. Date of Proportionate Share Payment  2. Amount of Proportionate Share Payment  3. Impact Fee per unit at Time of Proportionate Share	•	Address of Developer/Applicant:
Local Government Development Application Number: The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for [elementary] [m. high] school capacity on the day of, 2025, as shown below.  The School Board Official gives notice to Local Government that the following sums should towards the Educational Facilities Impact Fee obligations of the Developer/Apple 1. Date of Proportionate Share Payment  2. Amount of Proportionate Share Payment  3. Impact Fee per unit at Time of Proportionate Share		Subdivision or Master Development Plan name:
The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for [elementary] [m. high] school capacity on the day of, 2025, as shown below.  The School Board Official gives notice to Local Government that the following sums shortedited towards the Educational Facilities Impact Fee obligations of the Developer/Apple 1. Date of Proportionate Share Payment  2. Amount of Proportionate Share Payment  3. Impact Fee per unit at Time of Proportionate Share		
3. Impact Fee per unit at Time of Proportionate Share	11	n school capacity on the day of, 2023, as shown below.
The state of the s		ited towards the Educational Facilities Impact Fee obligations of the Developer/Applic
		1. Date of Proportionate Share Payment
4. Impact Fee Credits issued (Line 2 divided by line 3.)		Date of Proportionate Share Payment     Amount of Proportionate Share Payment     Impact Fee per unit at Time of Proportionate Share

# Section 6.4 (proposed revision)

In accordance with Section 163.31801 ("The Florida Impact Fee Act") the School Board will provide credits on a dollar-for-dollar basis at fair market value in the amount equal to the proportionate share mitigation in the form of the Hernando County Education Facilities Voucher.



# **Section 6.5 Exemptions**

Section 5.4 (2009 ILA)



**Section 5.4** – Applicability and Exemptions

# **Exemptions:**

- Single family lots of record have received final plat approval prior to the effective date of the school concurrency ordinance
- Multi-family residential development having received final site plan approval prior to the effective date of the applicable school concurrency ordinance.
- Amendments to residential development approvals issued prior to the effective date of the adopted school concurrency ordinance, which do not increase the number of residential units or change the type of residential units proposed.

# Section 6.5 (proposed revision)

**Section 6.5** – Exemptions

Includes the other previous exemptions, plus three additional exemptions:

- Age Restricted Communities (55+)
- 10 or less residential units or Class C subdivisions (de minimus) Current de minimus threshold is 1 student or less



# **Section 6. Concurrency Service Areas (CSAs)**

Section 5 (2009 ILA) Section 6 (proposed revision)

5.1 Concurrency Service Areas



**6.6 Concurrency Service Areas (CSAs) –** No change

**5.2 School Capacity** Calculations



**6.7 School Capacity Calculations as to CSAs –** No change



# III. IMPACT FEES

# **Section 7** Impact Fees

# Section 7.1 – Impact Fees Established

 An applicant's payment of Educational Facilities impact fees shall be collected, transmitted, and reported by each Local Government in conformance with and according to the applicable Educational Facilities Impact Fee Ordinance.

# **Section 7.2** – Collection of Impact Fees

• The permitting Local Government shall be responsible for determining the amount of Impact Fees. Impact Fees are to be collected when a building permit is issued.



# III. IMPACT FEES

# **Section 7** Impact Fees (continued)

## **Section 7.3** – Administrative Cost

Each Local government may retain the actual cost incurred in collecting the Impact Fees

## **Section 7.4** – Remittance

 Each Local Government will remit the collected impact fees minus the administrative costs (as described above)

## **Section 7.5** – Reporting of Impact Fees

- Each Local Government will provide a monthly report to the school board accounting for the total amount of educational facilities impact fees collected
- The report will include the number and type of dwelling units and the name and/or location
  of the development in which the units are located.







## Interlocal Governmental Meeting

**Agenda Item #** 4. 26-3372

10/15/2025

## **Title and Board Action Requested**

Discussion Regarding Sidewalks Within Hernando County School Zones

## **Executive Summary**

This presentation will be provided by Hernando County.

## **My Contact**

Jeffrey Rogers County Administrator 352-754-4841

## 2023-28 Strategic Focus Area



## Board of County Commissioners, School Board, and Brooksville City Council Interlocal Governmental Meeting

Meeting: 10/15/2025
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 16498
Legal Request Number:
Bid/Contract Number:

## **AGENDA ITEM**

## TITLE

Discussion Regarding Sidewalks Within Hernando County School Zones

## **BRIEF OVERVIEW**

Staff will have discussion regarding sidewalks within Hernando County School zones.

## **FINANCIAL IMPACT**

NA

## **LEGAL NOTE**

NA

## RECOMMENDATION

For discussion purposes only; no action is required.

## **REVIEW PROCESS**

Todd Crosby	Approved	09/24/2025	2:07 PM
Pamela Hare	Approved	09/25/2025	9:27 AM
Heidi Prouse	Approved	09/29/2025	4:04 PM
Toni Brady	Approved	10/01/2025	8:43 AM
Jeffrey Rogers	Approved	10/03/2025	11:27 PM
Colleen Conko	Approved	10/06/2025	10:18 AM





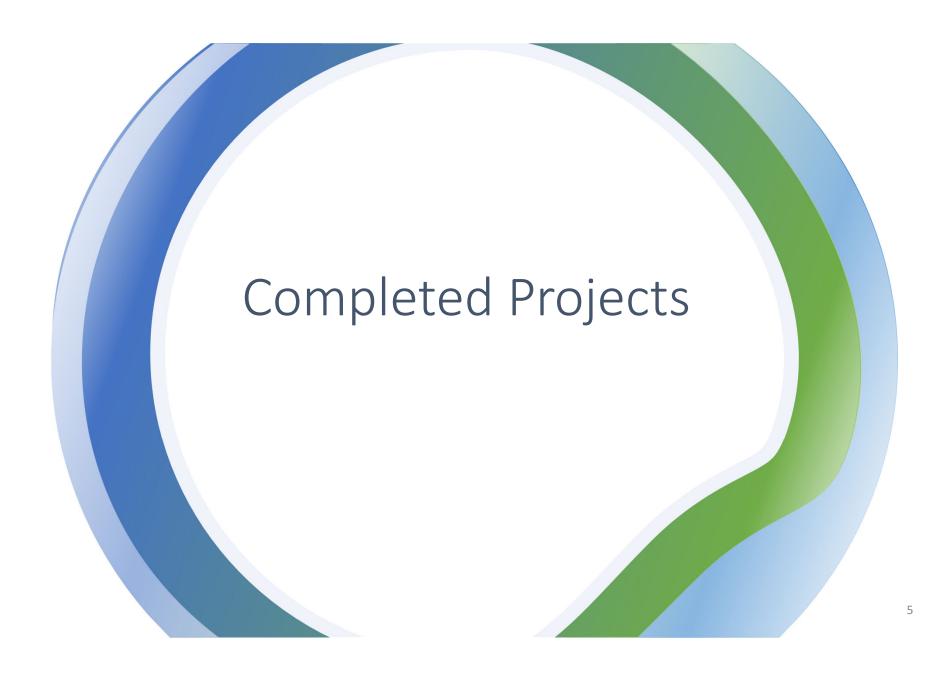
# Overview of Local Agency Program

- Local Agency Program (LAP) projects are funded through Federal Highway Administration (FHWA) funding and Florida Department of Transportation (FDOT) is the steward of the federal funds and is responsible for oversight of funded projects on behalf of the FHWA.
- Hernando County has been fully LAP certified since 1997. Hernando County Recertification
  was completed March 3, 2023. We are currently certified through March 3,2026.
- More than 40 miles of sidewalk have been installed throughout Hernando County u LAP funding.



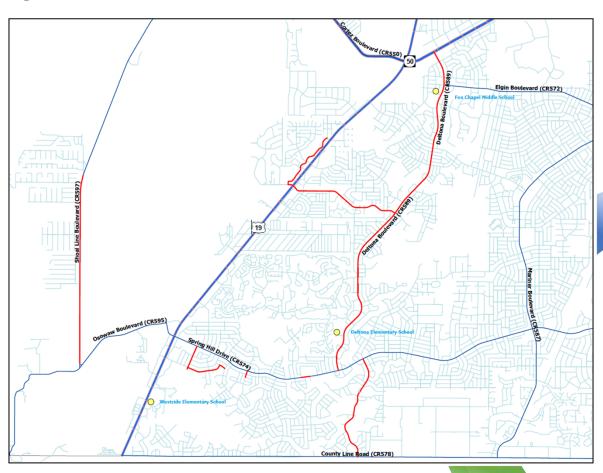
# Project Selection

Projects are prioritized by the Hernando/Citrus MPO (Metropolitan Planning Organization) working through its Technical Advisory, Bicycle/Pedestrian Advisory and Citizens Advisory committees. Final prioritization is determined by the MPO Policy Board comprised of elected officials.



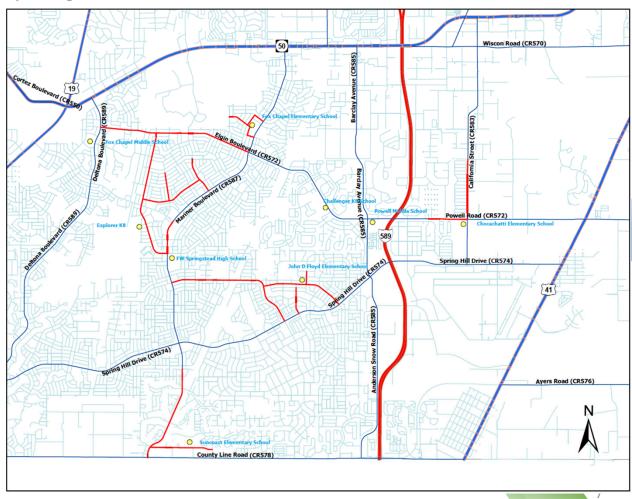
# Spring Hill Area Sidewalks

- Shoal Line Blvd -Calienta St to Jewfish Dr (7,360 LF)
- Shoal Line Blvd S -Jewfish Dr to Osowaw Blvd-Paved Shoulders (6,600 LF)
- Shoal Line N -Rogers Park to Richard Dr (4,400 LF)
- Exultant Dr —Pacific Ave to Lake in the Woods (4,799 LF)
- Forest Oaks Sidewalk –US19 to Deltona Blvd (8,600 LF)
- Westside Elementary –Various roads (6,625 LF)
- Pinehurst Dr –Talbot Cir to Spring Hill Dr (1,072 LF)
- Spring Hill Dr –West Kass Cir to East Kass Cir (1,400 LF)
- Deltona Blvd Loretto to Elgin (1,600 LF)
- Deltona Blvd –Founder Rd to Philatelic Dr (6,850 LF)
- Deltona Blvd –Spring Hill Dr to Begonia St (5,037 LF)
- Waterfall Dr –Spring Hill Dr to County Line Rd (8,620 LF)
- Deltona Blvd –Elgin to SR50/Cortez Blvd (2,766 LF)



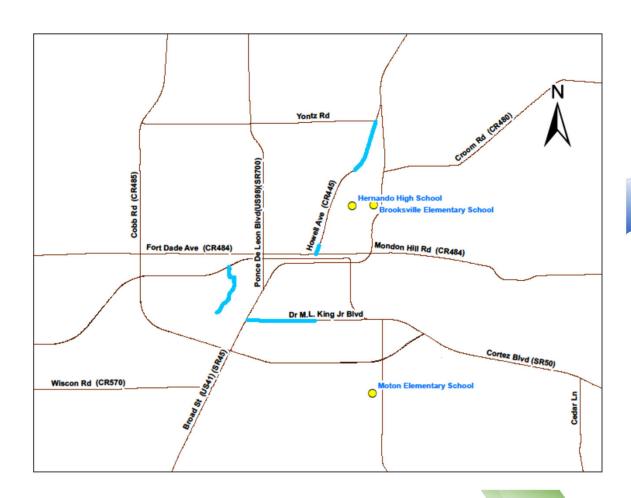
- Coronado Dr –Linden Dr to Aldoro St (8,200 LF)
- Landover Blvd –Northcliffe Blvd to Mariner Blvd (5,300 LF)
- Mariner Blvd –Quality Dr to Henderson St (7,920 LF)
- Elgin Blvd (Paved Shoulders/Bike Lane) –
   Mariner Blvd to Deltona Blvd (13,800 LF)
- Linden Dr Mariner Blvd to Coronado Blvd (8,500 LF)
- California St SW/Street Light –Powell Rd to Sandusky Blvd (5,280 LF)
- Quality Dr/Medical Blvd –Mariner Blvd to Farnsworth (6,262 LF)
- Powell Rd Spring Park Way to California St (4,171 LF)
- Spring Hill Elem –Various streets in vicinity (4,146 LF)
- Explorer K8 –Various streets in vicinity (15,998 LF)
- JD Floyd –Various streets in vicinity (6,652 LF)
- Elgin Blvd –Deltona Blvd to Mariner Blvd (13,411 LF)
- W Landover –Northcliffe Blvd to Elgin Blvd (6,540 LF)
- Linden Dr –Coronado Dr to Spring Hill Dr (3,685 LF)

# Spring Hill Area Sidewalks



# **Brooksville Area Sidewalks**

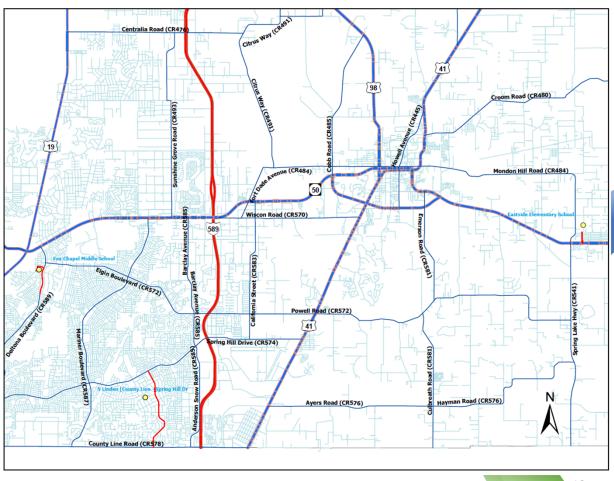
- Darby Lane –Candlelight Blvd to W Jefferson St (3,500 LF)
- MLK Blvd –Main St to Broad St (4.070 LF)
- Howell Ave –Fort Dade Ave to Irene St (997 LF)
- Brooksville Elem –Howell Ave from Croom Rd to US 41/Broad St (4,324 LF)





# **Projects under Construction**

- S Linden Dr –County Line Rd to Spring Hill Dr (Design 2022)
- Fox Chapel Middle School/Freeport Dr –Deltona Blvd to Northcliffe Blvd (Design 2022)
- Eastside Elementary School/Raley Rd
   –US98 to Roper Rd (Design 2022)



# Questions?





## Interlocal Governmental Meeting

**Agenda Item #** 5. 26-3373

10/15/2025

## **Title and Board Action Requested**

Discussion Regarding Use of Sports Fields, Tracks, and Facilities for Public

## **Executive Summary**

This presentation will be provided by Hernando County.

## **My Contact**

Jeffrey Rogers County Administrator 352-754-4841

## 2023-28 Strategic Focus Area



## Interlocal Governmental Meeting

Agenda Item # 6. 26-3374

10/15/2025

## **Title and Board Action Requested**

Update Regarding Hernando County Development

## **Executive Summary**

This presentation will be provided by Hernando County.

## My Contact

Jeffrey Rogers County Administrator 352-754-4841

## 2023-28 Strategic Focus Area



## Interlocal Governmental Meeting

## **Agenda Item #** 7. 26-3375

10/15/2025

## **Title and Board Action Requested**

Discussion Regarding Interlocal Wholesale Wastewater Agreement Between Hernando County Water and Sewer District and City of Brooksville.

## **Executive Summary**

This presentation will be provided by The City of Brooksville.

### **My Contact**

Lisa Hendrickson City Manager 352-540-3810

## 2023-28 Strategic Focus Area

#### INTERLOCAL WHOLESALE WASTEWATER AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Brooksville, a municipality of the State of Florida, hereinafter referred to as "CITY," and Hernando County, Water and Sewer District, a body corporate and politic, by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "DISTRICT."

### WITNESSETH:

WHEREAS, the parties own, maintain, and operate independent sanitary sewer systems for the collection and treatment of domestic wastewater for residential and commercial customers within their respective service area boundaries; and

WHEREAS, the CITY has requested the DISTRICT to provide wholesale wastewater service to the CITY, as more particularly depicted on Exhibit "A", on an interim basis for the benefit of its customers located within the CITY's wastewater system until such time the CITY expands its wastewater treatment capacity and wastewater service is made available; and

WHEREAS, the DISTRICT owns, maintains and operates a countywide wastewater collection, treatment and disposal system (hereinafter referred to as the "DISTRICT's Wastewater System") within the boundaries of Hernando County, Florida; and

WHEREAS, the CITY's wastewater treatment capabilities are limited, and they do not have the current capacity to serve the proposed developments inside the CITY's service area; and

WHEREAS, Hernando County has enacted the Hernando County Industrial Pretreatment Ordinance, codified as Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances, as amended, which establishes uniform requirements for all users of the DISTRICT's Wastewater System; and

WHEREAS, subject to the conditions and limitations set forth herein, the DISTRICT is willing to provide wholesale wastewater services to the CITY on an interim basis until such time that CITY expands its wastewater treatment facilities and CITY wastewater service is made available to the properties shown in Exhibit A; and

**WHEREAS**, Chapter 163, Florida Statutes authorizes public entities to enter into cooperative agreements for public purposes.

**NOW, THEREFORE**, in consideration of the premises which shall be deemed an integral part of this agreement and of the mutual covenants and conditions set forth herein, the DISTRICT and CITY intending to be legally bound thereby, agree as follows:

### Section I. Whereas Clauses.

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

### Section II. Purpose.

It is the purpose and intent of this agreement to furnish wastewater services to certain real property located within the boundaries of the CITY Service Area and to provide for assurances of timely payment to the DISTRICT of all charges legally assessable under this agreement to compensate the DISTRICT for those costs incurred in the provision of such service by the DISTRICT including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, permitting costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

### Section III. Wholesale Wastewater Service.

A. The DISTRICT agrees to accept for treatment and disposal wastewater from CITY as a wholesale customer and CITY agrees to provide wastewater to the DISTRICT which CITY shall collect through the CITY's Sewer System from the property located

in Exhibit "A". The CITY shall be responsible for making the connection of its wastewater system to the DISTRICT's wastewater system, including the construction of any force mains, valves, system upgrades, and other devices necessary for the connection, and dedication of any required easements for the metering facility at the point of connection between the two wastewater systems (hereinafter "Point of Connection"). The location, spacing, and type of connection to the DISTRICT's wastewater system shall be approved, in writing, by the DISTRICT's Utilities Director, or that person's designee (hereinafter referred to as the "DISTRICT staff") prior to the time the work is performed. Such work within the County may be supervised and directed by the DISTRICT staff and shall meet all applicable State and DISTRICT standards. It shall be the responsibility of the CITY to furnish proof from its Administrator for Utilities Services, equivalent, or that person's designee (hereinafter referred to as the "CITY staff") to the DISTRICT staff that all equipment and materials furnished meet applicable State and DISTRICT standards. Any deviation must be approved in writing by the DISTRICT staff. The CITY shall furnish and install, as part of its connection to the DISTRICT's wastewater system, an appropriate metering device and appurtenant equipment (hereinafter collectively referred to the "metering facility") meeting DISTRICT specifications at a mutually approved location. The Point of Connection to the DISTRICT's wastewater system shall include a metering facility and the CITY shall provide a spare meter and read module for use by the DISTRICT to facilitate meter calibration activities. The meter and connections to the DISTRICT's Wastewater System shall be installed by the CITY in compliance with the DISTRICT's engineering standards and shall be subject to inspection by the DISTRICT. It shall be the responsibility of the CITY to pay all costs associated with the modeling, design, purchase, and installation of such force mains, valves, metering facilities, and any system upgrades (DISTRICT and CITY system upgrades) necessary to provide wastewater to the DISTRICT, including but not limited to, the acquisition of any easements, permits, or approvals necessary for construction and all associated fees. The ownership of the metering

facility and any necessary improvements constructed downstream of the metering facility shall be conveyed to the DISTRICT once constructed and approved to be placed into service.

- B. The DISTRICT shall own, operate, and maintain the metering facility and all appurtenances. The CITY shall also be provided reasonable access to the metering facility for testing and reading purposes, provided a 48-hour (2 business days) notice is given to the DISTRICT.
- C. The CITY shall own and maintain in accordance with applicable laws and regulations, solely at its own expense, all facilities located upstream of the metering facility.
- D. WASTEWATER QUALITY. The quality of sewage received by the DISTRICT from the CITY pursuant to this Agreement shall always be domestic strength in accordance with the waste parameters as adopted by the DISTRICT in all then (from time-to-time) applicable Ordinances, including the Hernando County Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances) and all other regulations, as subsequently enacted or amended, applicable, to the DISTRICT's Wastewater System. The DISTRICT shall have the right to test the CITY'S wastewater discharge at the CITY'S pump stations for all pollutants as determined by the DISTRICT.
- E. The DISTRICT shall own and maintain in accordance with applicable laws and regulations, solely at its own expense, all mains, lines, pumps and the other facilities necessary to receive and transport the wastewater to be treated pursuant to this Agreement from the Point of Connection to the DISTRICT's wastewater system.
- F. The maintenance to be performed by the DISTRICT and the CITY shall be performed in such a manner as is necessary to meet the standards prescribed by applicable regulatory agencies and to maintain the facilities at the Point of Connection at a level

of performance, maintenance and repair which will not adversely affect existing CITYs of either the CITY or the DISTRICT.

### Section IV. Capacity Allocation.

A. This Agreement only relates to providing service to the CITY Service Area delineated on Exhibit "A" of this Agreement (the "Service Area"). The capacity allocation will be limited to the areas and number of units identified on Exhibit "A". Final capacity allocation may be reduced based on the start-up and testing of the county owned transmission system infrastructure improvements and will be limited to the capacity of the transmission system operating in compliance with the DISTRICT's standard specifications.

B. **METER READING AND PAYMENTS.** The DISTRICT will invoice the CITY monthly in accordance with meter readings taken. The CITY shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the DISTRICT, if the payment is not made within forty-five (45) days after receipt of the invoice, the CITY agrees to pay interest or penalties as established from time to time in the DISTRICT's utility system service regulations on any delinquent balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this agreement entitling the DISTRICT to those remedies set forth in the default section.

C. The DISTRICT will calibrate the meter on an annual basis and provide copies of test results to the CITY. In the event the CITY staff disputes the accuracy of any meter reading, it must notify the DISTRICT within thirty (30) days of receipt of an invoice. All meter readings not disputed within thirty (30) days of receipt by the CITY are final and not subject to dispute. In the event the CITY staff disputes the billing, it shall still pay the amount billed by the DISTRICT. If it is subsequently determined, in accordance with the procedure specified

below, that the billing is in error, then the CITY will be reimbursed or credited for any difference within forty-five (45) days of such determination. CITY shall have the right, with forty-eight (48) hour notice to DISTRICT, to have the meter tested for accuracy at its own expense. If the CITY demonstrates that the DISTRICT meter is not working properly, then the DISTRICT shall be responsible for the cost of testing, repair, or replacement. In the event of any unresolved dispute concerning the meter's performance or accuracy, the parties agree to mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of this mutually selected testing company as to the meter's performance or accuracy shall be binding upon the parties. In the event the meter is determined to be accurate within the manufacturer's range of tolerance, then the cost of testing shall be paid by the CITY. If the meter is determined to be inaccurate and outside the range of tolerances, then the DISTRICT shall pay for the cost of testing.

D. SERVICE RATES AND FEES. The CITY agrees to pay the DISTRICT as per its approved service rates in effect at the time of billing as established by the DISTRICT Board of County Commissioners for wholesale wastewater service. DISTRICT currently does not have an approved Wholesale Wastewater User Rate and until a wholesale rate structure has been approved by the DISTRICT's Board of County Commissioners, DISTRICT shall charge the CITY its existing commercial class rate. This approved rate structure will be applied to the agreement and reflect updates as approved by DISTRICT's Board of County Commissioners.

E. Capacity Reservation Charge: CITY agrees to pay a supplemental volumetric charge in the amount of \$5.68 per 1000 gallons of wastewater metered in addition to the Service Rates and Fees, in lieu of a connection or impact fee. The Capacity Reservation Charge shall be automatically adjusted on October 1st of each fiscal year beginning October 1, 2026 and thereafter, predicated on the application of the price index for water and wastewater

utilities as approved and published annually by the Florida Public Service Commission (FPSC Index). In no event will the application of the FPSC Index be less than 0.00%. The CITY shall provide the DISTRICT quarterly reports identifying new service connections and Upgraded Service Connections made during each fiscal quarter by no later than April 30, July 31, October 31, and January 31 of each fiscal year. The DISTRICT shall have the right to request and receive from the CITY documentary support to substantiate the new service connection or Upgraded Service Connection information provided in such report, at no cost to the DISTRICT. The DISTRICT further shall have the right to audit the CITY's books and records associated with such new service connections and Upgraded Service Connections subject to this Agreement, including the right to retain an independent third party to conduct such audit, at the DISTRICT's expense. The CITY shall cooperate with the DISTRICT or its third-party designee in the performance of such audit.

## Section V. CITY Obligations.

Public Wastewater System:

- A. The CITY shall be responsible, at its expense:
- 1. For designing and constructing all facilities and county system upgrades.
- 2. Dedicating required easements to the county for maintenance and operation of the county wastewater collection systems.
- 3. For furnishing and installing all lines, valves, and other facilities and appurtenances necessary with the DISTRICT's wastewater system.
- 4. For arranging the performance of all investigations and testing required to place said connection equipment into service.
- 5. For conveying all such equipment to the DISTRICT for ownership, operation, and maintenance along with sufficient interests in real property

necessary to perform such operation and maintenance. Any materials and equipment dedicated to the DISTRICT shall be warranted by the CITY for a period of eighteen (18) months from the date of acceptance.

- 6. For operating and maintaining all such connection equipment installed on the CITY's side.
- 7. Delivery of wastewater to the DISTRICT's system.
- 8. Provide maintenance of the CITY's conveyance system and perform best management practices such that inflow and infiltration from stormwater and groundwater will not cause adverse impacts to the DISTRICT's system.
- 9. Provide annual demand projections for new connections to the system.
- B. The CITY shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of the CITY wastewater systems.
- C. The DISTRICT shall have the same responsibility as to its wastewater system.

### Section VI. Compliance with Regulations and Laws.

A. **ADMINISTRATIVE REGULATIONS.** It is understood and agreed that the DISTRICT's acceptance of wastewater as set forth in this Agreement is subject to the rules, regulations orders and permits of the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection and the DISTRICT's ability to accept wastewater under this Agreement is so governed. The DISTRICT and CITY shall comply with all applicable rules, regulations, orders and permits of the U.S. Environmental Permitting Agency and the Florida Department of Environmental Protection.

- B. **COMPLIANCE WITH LAWS.** CITY shall comply with all applicable federal, state and local laws, rules, regulations, orders, permits and standards within the CITY Service Area served by the CITY's Sewer System extending beyond the meters and connections to the DISTRICT's Wastewater System. Such federal, state and local requirements shall include, but not be limited to the Clean Water Act (33 U.S. Code § 1251, et seq.), General Pretreatment Regulations (Chapter 62.625, F.A.C.), and Hernando County Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances), as amended, and operating permit conditions applicable to the DISTRICT's Wastewater System.
- C. WASTEWATER TREATMENT REGULATIONS. Throughout the term of this Agreement and any renewal of this Agreement, CITY shall take appropriate action, including enactment, amendment, approval, adoption, implementation and enforcement of ordinances, resolutions and regulations, to ensure that all users of the CITY Sewer System comply with the Hernando County Wastewater Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances) and all other regulations, as subsequently enacted or amended, applicable to the DISTRICT's Wastewater System. CITY shall require all users of the DISTRICT's Wastewater System to comply with the requirements specified in section 28, Hernando County Code of Ordinances, as amended. CITY shall further require all significant (CITYs subject to pre-treatment requirements) users of the DISTRICT's Wastewater System and, if determined necessary by the DISTRICT, any other users of the DISTRICT's Wastewater System to obtain wastewater discharge permits from the DISTRICT in accordance with sections 28-243, Hernando County Code of Ordinances, as amended. The DISTRICT shall require the installation of grease interceptors at all food service establishment locations, including but not limited to, restaurants, convenience stores, nursing homes, hospitals, churches, and clubs, where any food is prepared by cooking on premises.

### Section VII. General Provisions.

A. **NOTICES**. These conditions are binding upon the successors and assignees of the parties hereto. Whenever one party gives notice to the other party concerning any of the provisions of this agreement, such notice shall be given by certified mail, return receipt required. The notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

CITY: Public Works

C/O Director, Richard Weeks 600 South Brooksville Avenue Brooksville, Florida 3401

DISTRICT: Hernando County Water and Sewer District

C/O Director, Hernando County Utilities Department

15365 Cortez Blvd. Brooksville, FL 34613

With Copy to: County Administrator

Hernando County, Florida 15470 Flight Path Drive Brooksville, Florida 34604

These addresses may be changed by giving notice as provided for in this paragraph.

B. **DEFAULT.** If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement and does not cure the default within thirty (30) days after the date of a written notice from the non-defaulting party specifying the nature of the default, then either party may demand mandatory mediation of the dispute. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto.

C. **TERMINATION.** This Agreement or any renewal of this Agreement may be cancelled or terminated by mutual written consent of the parties. This Agreement or any

renewal of this Agreement shall be cancelled or terminated as of the date set forth in CITY's notice required by Section VIII.E. below that CITY expands the CITY's wastewater treatment capacity to provide permanent wastewater collection and treatment service to the CITY Service Area. Upon cancellation or termination of this Agreement, the flow meter and connection point to the DISTRICT's Wastewater System shall be closed and sealed at the CITY's expense.

### Section VIII. <u>Miscellaneous Provisions</u>.

- A. **FORCE MAJEURE**. In the event the parties' performance of this Agreement, other than the payment of money, is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation, or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmission, or other facilities, governmental rules or acts or orders or restrictions of regulations or requirements, acts or actions of any government, except the DISTRICT, or public or governmental authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.
- B. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this Agreement.
- C. CITY SERVICE AREA. This Agreement shall not be considered an obligation on the part of the DISTRICT to perform in any way other than as indicated herein. The DISTRICT shall not be obligated under the terms of this agreement to provide wastewater

services to the CITY from areas outside of what is shown on Exhibit "A", unless the DISTRICT staff issues written notification that it does not object to such additional service. CITY shall not collect, accept, transfer or purchase wastewater from any real property located outside the boundaries of the CITY Service Area for treatment and disposal by the DISTRICT's Wastewater System. CITY shall not purchase, provide, furnish, transfer or sell wastewater reserve capacity in the DISTRICT's Wastewater System for, to or on behalf of any other governmental jurisdiction. It is understood that this is not an agreement between the DISTRICT and any wastewater customers of the CITY. Nothing in this Agreement shall be construed to convey to CITY any ownership interest in any portion of the assets of the DISTRICT's Wastewater System, including collection, storage, treatment or disposal facilities. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party.

D. **TERM**. This Agreement shall remain in full force and effect for ten (10) years ("Initial Term"), commencing on the date of execution by both parties of this Agreement, unless terminated as provided in Paragraph VII(c) above. The parties agree that not less than five (5) years prior to the expiration of the Initial Term of this agreement, or expiration of any renewal term, both parties shall jointly review the Agreement for purposes of considering the status of CITY's wastewater treatment capacity expansion, the advisability of extending, altering, modifying or discontinuing the Agreement. Absent an agreement between the parties to renew or extend this Agreement, it shall be the responsibility of CITY to directly supply wastewater collection and treatment services within the CITY Service Area covered by this Agreement. CITY shall be responsible for all costs to disconnect, reconstruct, modify, or remove any DISTRICT facilities no longer needed following termination of this Agreement. Upon physical disconnection and payment of all outstanding fees and charges, this agreement will terminate.

- E. DISTRICT is willing to provide wholesale wastewater service to CITY for property within the CITY Service Area on an interim basis pending expansion of the CITY's wastewater treatment facility. CITY shall provide written notice to DISTRICT of the date the CITY will begin to provide permanent wastewater collection and treatment services to any properties subject to this Agreement prior to expiration. The CITY shall complete design of the wastewater treatment facility subject to this Agreement within five (5) years of expiration and shall begin construction within three (3) years of expiration. CITY shall provide notice to DISTRICT when design and construction of their infrastructure is initiated and completed. If the CITY does not provide notice or extend service per the terms of this agreement, the DISTRICT may seek compensation in the form of an Additional Charge for the recovery of capital costs, operating and maintenance costs and administrative costs. The DISTRICT shall have the right to adjust the additional charge at the beginning of each new fiscal year thereafter, provided DISTRICT gives a ninety (90) days' notice of such new charges and written justification for any increase. This paragraph is not intended to replace any other legal or available equitable remedies under Florida law but is in addition thereto. Notwithstanding the foregoing, CITY's failure to design, construct, and extend the CITY's sewer system for their service area prior to this agreement expiring, may be considered a material default under the terms of this agreement.
- F. **NO ASSIGNMENT.** Neither party shall assign this Agreement or any rights of duties under this Agreement to any other party.

#### G. **INDEMNIFICATION.**

1. The CITY and the CITY's officers, managers, members, employees, agents, contractors and subcontractors shall exercise the rights, privileges and permission granted by this Agreement at the CITY's own risk. The CITY and any officer, manager, member, employee, agent, contractor or subcontractor shall not claim any damages from the DISTRICT for any injuries or damages in connection

with or on account of the exercise of such rights, privileges or permission, the condition of the DISTRICT wastewater system, any means of ingress to or egress from the DISTRICT Property, the use or occupancy of the DISTRICT Property, or the performance of operations under this Agreement. The CITY understands and acknowledges that the DISTRICT makes no warranties, guarantees or representations as to the condition of the DISTRICT wastewater system.

- 2. The CITY shall indemnify and hold harmless the DISTRICT, its officers, employees and agents, from and against all claims, damages, injuries, losses and expenses, including reasonable attorneys' fees and costs at trial and on appeal, arising out of, resulting from, or in any way connected with the condition of the DISTRICT Property, any means of ingress to or egress from the DISTRICT Property, the use or occupancy of the DISTRICT Property, the wastewater system or other utility facilities at the DISTRICT Property, the exercise of this Agreement, the performance of operations under this Agreement, or the failure on the part of the CITY to comply with any of the provisions specified in this Agreement. This indemnification includes, but is not limited to, any claims, damages, losses and expenses to the wastewater system and other utility facilities caused by or resulting from the performance of operations or work at the DISTRICT Property which may be discovered at any time after completion of the work. The DISTRICT shall not be liable to the CITY if for any reason the CITY's use of the DISTRICT Property is hindered or disturbed.
- H. **NO WAIVER.** The failure of either party to insist at any time upon the strict performance of covenant or agreement or to exercise any option, right, power or remedy contained in in this Agreement shall not be construed as a waiver or relinquishment of such covenant, agreement, option, right, power or remedy for the future. No payment by either party

or receipt of payment by the other party of a lesser amount than the amount that party claims to be due shall be deemed to be other than on account of the earliest payment due, not shall any endorsement or statement on any check or any letter accompanying any check for payment due either party be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to that party's right to recover the balance of any payment then due or pursue any other remedy provided by law.

- I. **JOINT PREPARATION**. Each party acknowledges that it has played an equal role in drafting this agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be construed against or in favor of either party.
- J. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute or action arising out of this Agreement shall be in a civil court of competent jurisdiction in Hernando County, Florida. Each party, for itself and its successors and assigns, expressly and knowingly waives all rights to trial by jury in any claim, action, litigation, proceeding or counterclaim arising out of this Agreement. Each party shall be solely responsible for its own attorneys' fees and costs in any lawsuit, dispute, action, claim, demand or other proceedings concerning this Agreement or the subject matter hereof.
- K. **SEVERABILITY.** If any one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- L. **MISCELLANEOUS.** This Agreement constitutes the complete agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. This

Agreement may not be changed orally, but only by an instrument in writing, approved and executed by the DISTRICT and CITY with the same formality as this document, and filed with the Clerk of the Court in each jurisdiction. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this Agreement or the paragraphs or provisions herein.

M. This Interlocal Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance of each participating jurisdiction. This Interlocal Agreement, or any amendment thereto, shall be deemed effective upon the date of execution by each authorized representative and filing with the CITY Clerk and with the Clerk of the Circuit Court of Hernando County, as required by Section 163.01(11), Florida Statutes.

N. **NO RECORDING.** This Agreement shall NOT be recorded in the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, the CITY respectively, have caused this Interlocal Agreement to be executed, by and through their duly authorized representatives, on the date indicated below.

(SEAL)	(CITY)
ATTEST:	
CITY CLERK & COMPTROLLER	Date:

### [HERNANDO COUNTY WATER AND SEWER DISTRICT SIGNATURE ON THE FOLLOWING PAGE]

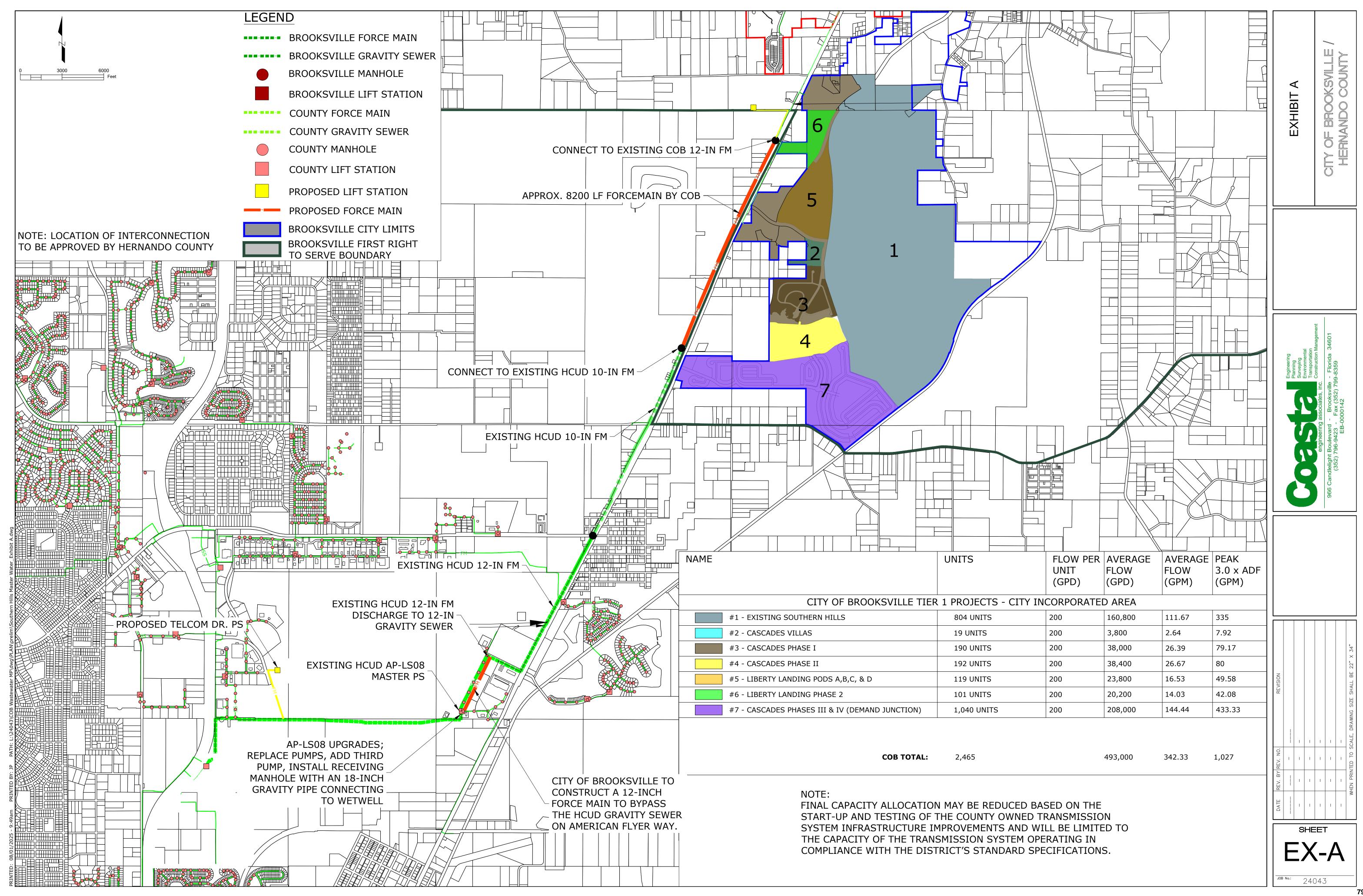
#### IN WITNESS WHEREOF, the District hereto have executed this Interlocal Agreement,

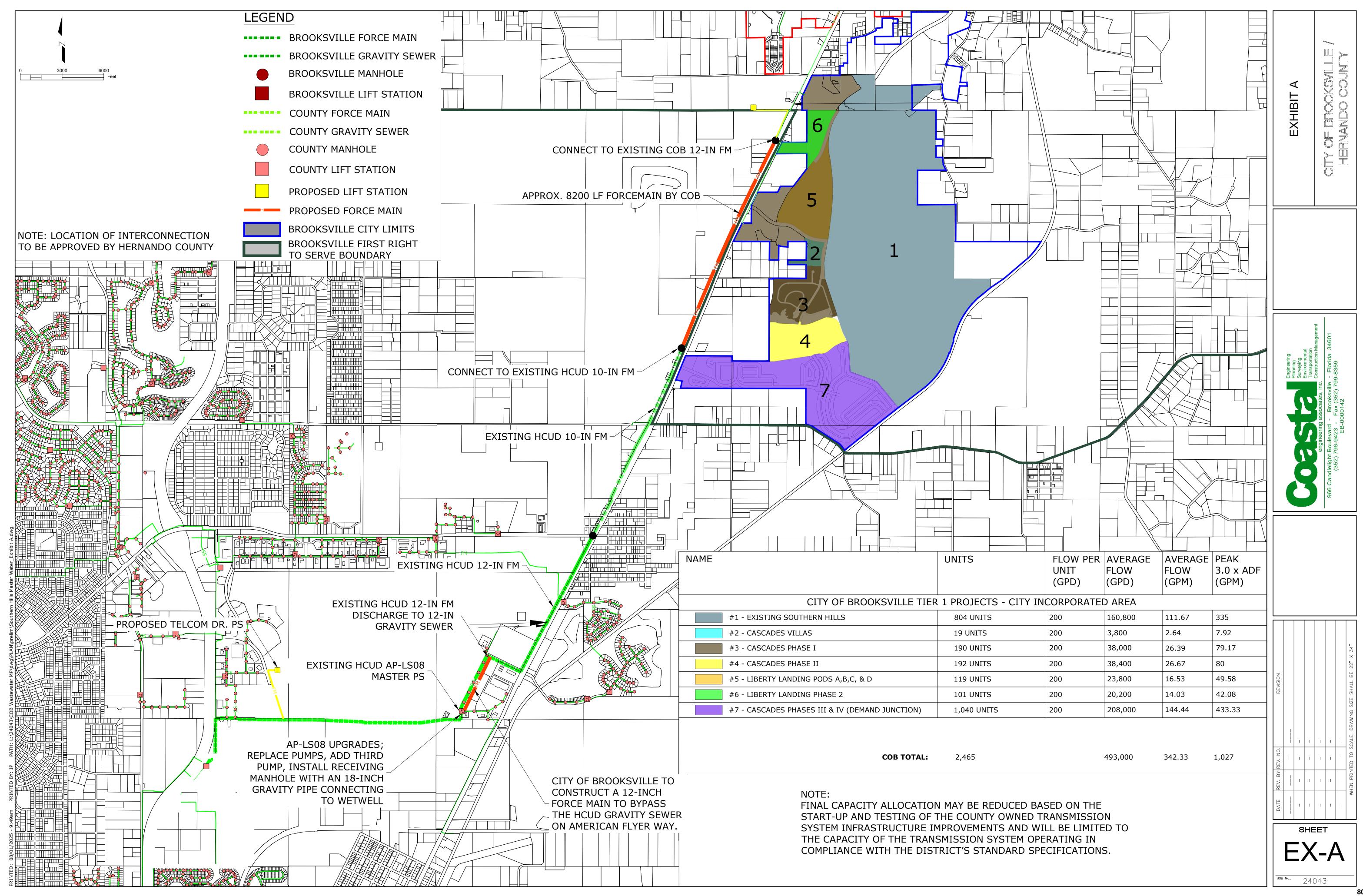
by and through their duly authorized representatives, on the respective date below.

DISTRICT
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA, AS THE
GOVERNING BOARD OF THE HERNANDO
COUNTY WATER AND SEWER DISTRICT
(DISTRICT)

By:
Date:
Approved for Form & Legal Sufficiency
County Atterney's Office
County Attorney's Office

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]







#### Hernando School District

#### Interlocal Governmental Meeting

**Agenda Item #** \*8. 26-3376

10/15/2025

#### **Title and Board Action Requested**

City of Brooksville Development Update

#### **Executive Summary**

This presentation will be provided by the City of Brooksville.

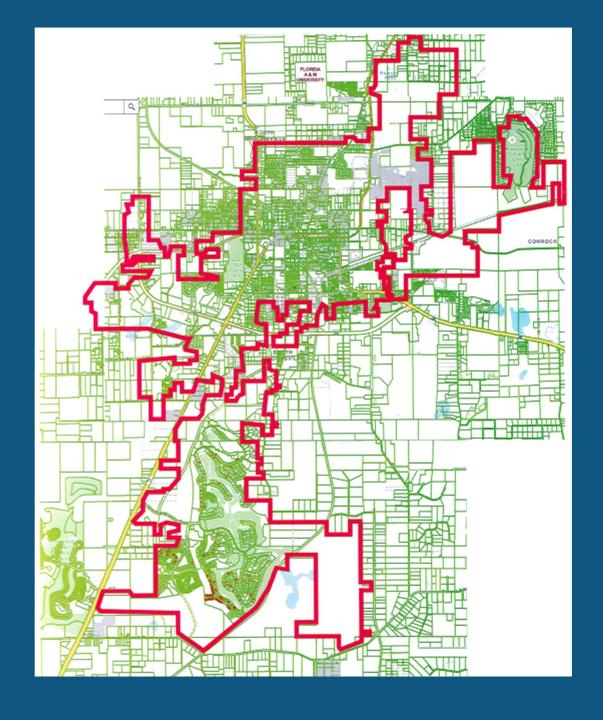
#### My Contact

Lisa Hendrickson City Manager 352-540-3810

#### 2023-28 Strategic Focus Area

Other

# Brooksville's Largest Growth Area



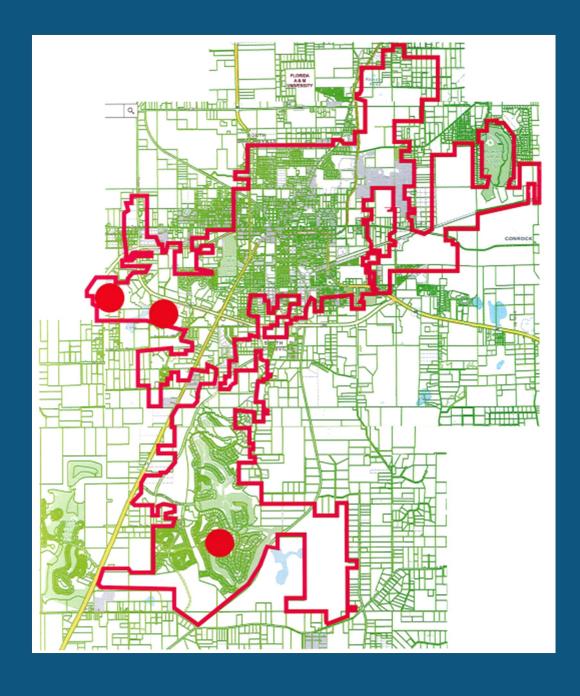
JULY 2024 – JUNE 2025 HOME CONSTRUCTION 125 UNITS

90% ARE IN SOUTHERN HILLS

5% ARE INFILLING OLDER CITY AREA

2% ARE MANUFACTURED HOMES (CLOVERLEAF)

3% DISPERSED



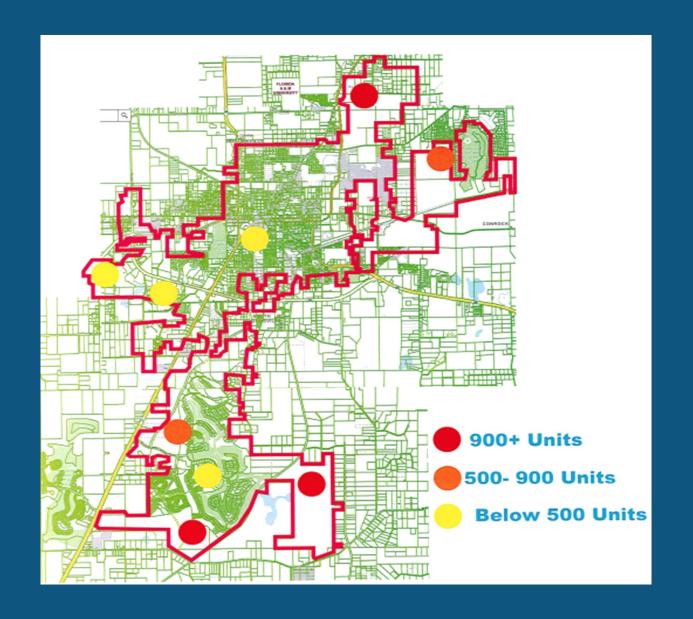
PROJECTED CONSTRUCTION 2025-26

REMAINS STRONG IN SOUTHERN HILLS

NEW STARTS COULD OCCUR IN SOUTHERN PINES OFF JEFFERSON

ARDEN APARTMENTS WILL START ON CORTEZ

PROJECTED UNITS 235 WITH 210 CONTRIBUTING STUDENTS



LONG RANGE CONSTRUCTION

SOUTHERN HILLS AND SOUTHERN PINES BUILDOUT

**CONSTRUCTION OF:** 

**MILK A WAY** 

LIBERTY COVE

LIBERTY LANDING

**CASCADES RESTRICTED** 

MLK SENIOR APARTMENTS

**MAJESTIC OAKS** 

MCATEER TRACT

HORSELAKE APARTMENTS

## Questions



#### Hernando School District

#### Interlocal Governmental Meeting

**Agenda Item #** 9. 26-3377

10/15/2025

#### **Title and Board Action Requested**

Partnership on North Ave Sidewalk Project

#### **Executive Summary**

This presentation will be provided by The City of Brooksville.

#### My Contact

Lisa Hendrickson City Manager 352-540-3810

#### 2023-28 Strategic Focus Area

Other

#### Proposal 1 - North Avenue: Howell Avenue to US 98

The proposed sidewalk would begin at the northwest quadrant of North Avenue and Howell Avenue and extend west to US 98, crossing at Hammock Road. The total length is approximately 3,300 linear feet.

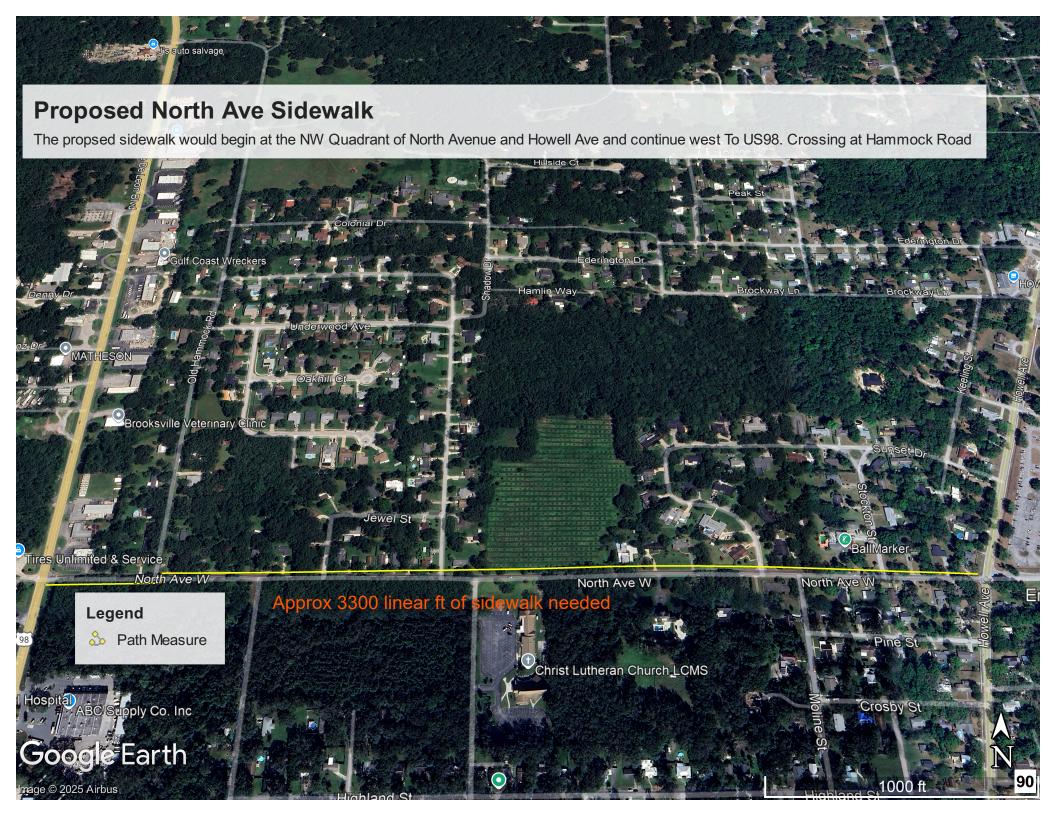
This segment directly serves Hernando High School, where students currently walk in the roadway due to the lack of sidewalks. The project would provide a safe, ADA-compliant pedestrian route that connects the school to the highway corridor and surrounding neighborhoods. To accommodate this sidewalk while preserving stormwater function, the design would include underground piping with inlets to replace the existing swales.

#### Proposal 2 - North Avenue: Howell Avenue to Whiteway Drive

The proposed sidewalk would begin at the northwest quadrant of North Avenue and Howell Avenue and extend west to Whiteway Drive. The total length is approximately 2,210 linear feet.

This segment provides safe, ADA-compliant pedestrian access by connecting nearby residential neighborhoods directly to Hernando High School. Students and residents currently must walk in the roadway due to the absence of sidewalks. As with Proposal 1, the design would incorporate underground piping with inlets to replace the existing swales, balancing stormwater management with pedestrian safety and accessibility.







#### Hernando School District

#### Interlocal Governmental Meeting

Agenda Item # 10. 26-3378

10/15/2025

#### **Title and Board Action Requested**

Public Comment

#### **Executive Summary**

Please see the attached form if you wish to make a presentation.

#### **My Contact**

Ray Pinder Superintendent of Schools

Jeffrey Rogers County Administrator

Lisa Hendrickson City Manager

#### 2023-28 Strategic Focus Area

Other

#### **NON-AGENDA** ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form from being presented to the Board Chair.

LEGAL NAME/ <b>PRINTED</b> :	
LEGAL ADDRESS:	
PHONE: ()	
Identify topics <b>not</b> included on the agenda. Topics need to address educational concerns.  TOPIC:	
Guidelines:	
<ul> <li>Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere following Citizen's Input guidelines:</li> <li>The speaker will adhere to a three (3) minute time limit per speaker.</li> <li>Time may not be yielded to other speakers.</li> <li>The Chairperson has the authority to limit discussion if the subject is outside of the authority Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.</li> <li>Materials or documents you wish to share with the School Board must be attached to this form.</li> <li>The Chairperson may deny all forms submitted after the Board Meeting is called to order.</li> <li>The HCSD Code of Civility is in effect at all times (see other side).</li> <li>The Board typically does not respond to remarks or questions made during Citizen Comments.</li> </ul>	of the School ue. m.
My signature is confirmation that I have read, understand, and agree to abide by all guidelines and H Civility:	ICSD Code of
Signature of speaker:	
Chairperson's Approval of form:  FOR OFFICE USE of the Date Received:	ONLY:

Revised: March 2024
PINK SPEAKER FORM

## Hernando County School Board CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.

<sup>\*</sup>Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.